

LEASE AGREEMENT

(#KY-MEA1-007)

This Lease Agreement (this "Agreement") is made, dated and effective as of April 27, 2025 (the "Effective Date"), between **Jamie Barger and Jean Barger, husband and wife** (collectively, "Owner"), and **OSER LLC, a Delaware limited liability company** (together with its transferees, successors and assigns, "Lessee"), and in connection herewith, Owner and Lessee agree, covenant and contract as set forth in this Agreement. Owner and Lessee are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

Owner and Lessee entered into a solar lease agreement in the form of a letter agreement (the "Letter Agreement") dated July 18, 2017 (the "Letter Agreement Effective Date"). Owner and Lessee now wish to amend and restate the Letter Agreement on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Lease. Owner hereby leases to Lessee the real property of Owner consisting of approximately 141.66 acres located in Breckinridge County, Kentucky, and legally described on Exhibit A attached hereto and incorporated herein by reference. Such lease ("Lease") includes the right to access and utilize all radiant energy emitted from the sun upon, over and across the real property ("Solar Energy"), and any easements, rights-of-way, and other rights and benefits relating or appurtenant to such real property (collectively, the "Property"). The Property includes the portion described in Exhibit A-1 attached hereto ("Timber Property"). In the event of inaccuracies or insufficiencies in the legal description in Exhibits A or A-1 Lessee may modify the Exhibits to correct the inaccuracies or insufficiencies, and shall notify Owner of such modification.

2. Purpose. Lessee shall have the exclusive right to use the Property and the unobstructed flow of Solar Energy upon, over and across the Property for electric power, heat and/or steam generation purposes ("Solar Energy Purposes") and to derive all profits therefrom. For purposes of this Agreement, Solar Energy Purposes include, without limitation, the right to convert the Solar Energy into electrical energy and to collect and transmit the electrical energy so converted, together with any and all activities related thereto, including, without limitation, (a) determining the feasibility of Solar Energy conversion and power generation on the Property, including studies of the Solar Energy emitted upon, over and across the Property (through the installation of Solar Energy measurement equipment or otherwise) and other meteorological, archeological and environmental studies, land surveys and due diligence activities; (b) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining, refurbishing and operating, Solar Energy collection and electrical generating equipment of all types including, without limitation, any such equipment utilizing photovoltaic and/or solar thermal technology (collectively referred to herein as "Solar Generating Equipment"), overhead and underground electrical transmission and communications lines, electric inverters, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with Solar Generating Equipment, roads and gates, meteorological stations and Solar Energy measurement equipment, control buildings, maintenance yards, and related facilities and equipment (the Solar Generating Equipment together with all of the other foregoing facilities, equipment and improvements, collectively "Solar Facilities") on the

Property; and (c) undertaking any other activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. Solar Facilities on the Property may be operated in conjunction with Solar Facilities installed on other nearby properties that are part of the same solar energy project (collectively, the "Project"). Lessee and its consultants may enter the Property, upon reasonable advance notice, to do work related to development of Solar Facilities. Subject to Owner's rights to use the Property in any manner consistent with Section 8.2, Lessee shall have the right to control and restrict access onto and over the Property and exclude others (other than any parties with preexisting easement rights) as it deems necessary or appropriate for safety and security reasons.

3. Term.

3.1 Term. The initial term of this Agreement ("Initial Term") commenced upon the Letter Agreement Effective Date and will continue until the later of (a) the 30th anniversary of the first day of the month following the month in which Solar Facilities in a Project commence operation by delivering commercial quantities of electricity to the electric utility grid (the "Commercial Operation Date"), or (b) 37 years after the Letter Agreement Effective Date. Lessee may elect to extend the Initial Term for one additional 10-year term commencing on the last day of the Initial Term, upon at least 90 days' notice to Owner. The Initial Term plus either or both of such additional 10-year terms are called the "Term." If the Start of Construction (as defined in Section 3.2) has not occurred prior to the seventh anniversary of the Letter Agreement Effective Date, Owner may terminate this Agreement by notice to Lessee within 60 days of such anniversary.

3.2 Project Sites. Within thirty (30) days after the date that any of the racking that will support Solar Generating Equipment is installed ("Start of Construction") in the Project, Lessee shall designate the portion of the Property on which Solar Facilities are being constructed as part of such Project (a "Project Site"). Lessee shall designate a new Project Site each time it constructs new Solar Facilities on the Property.

3.3 Delay in Use. Except as specifically provided in this Agreement, no delay of Lessee in the use or enjoyment of any leasehold, easement or other right in this Agreement will result in the loss or abandonment of any right, title interest or estate granted herein.

4. Payments.

4.1 Rent. [REDACTED]

(a) Initial Rent [REDACTED]

[Redacted text block]

(b) Operational Rent. [Redacted]

[Redacted text block]

[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

[Redacted text block]

4.2 Inflation Adjustment. [Redacted]

[Redacted text block]

4.3 Overhead Power Lines, Underground Collection Lines, Roads. [Redacted]

[Redacted text block]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.4 Substation, Switchyard, etc. [REDACTED]

[REDACTED]

5. Ownership of Solar Facilities. Owner shall have no ownership or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Lessee may remove any or all Solar Facilities at any time. Except for payments of Rent described in Section 4, Owner shall not be entitled to any other payments or benefits accrued by or from the Solar Facilities, including renewable energy credits, environmental credits or investment or other tax credits.

6. Taxes.

6.1 Lessee and Owner. Lessee shall pay personal property taxes attributable to Solar Facilities and other improvements to the Property installed by Lessee. Lessee shall also pay

or reimburse Owner for any increase in real property taxes levied against the Property as a result of such installations or attributable to a reclassification of the Property as a result of this Agreement. Owner shall pay all taxes, assessments or other fees attributable to the underlying value of the Property itself or to facilities installed on the Property by Owner or others unrelated to Lessee or to Lessee's operations. The Solar Generating Equipment shall retain its nature as personal property and shall not become real property, even if buried in or otherwise affixed to the land. Owner and Lessee agree jointly to use commercially reasonable efforts to cause the Property not to be reclassified from its present agricultural or open space exemption (if any) as a result of this Agreement, provided that such agricultural or open space exemption can be preserved without interfering with Lessee's ability to develop, construct and operate Solar Facilities on the Property as contemplated hereunder. Lessee's obligations to Owner under this Section 6.1 shall remain in effect after termination of this Agreement until the Solar Facilities have been removed from the Property as required by Section 12.3.

6.2 Tax Bills. Lessee shall have the right, but not the obligation, to seek to have its leasehold estate separately assessed to Lessee for real estate ad valorem tax purposes as well as personal property tax purposes, and Owner and Lessee agree jointly to use commercially reasonable efforts to cause the County tax assessor to issue separate property tax bills to Owner and Lessee. It is a condition to Owner's right to payment or reimbursement hereunder that Owner submit Owner's real property tax bill to Lessee no later than 15 days prior to the due date for such taxes. If Owner fails to pay for its share of real property taxes, Lessee shall have the right to pay such amounts on Owner's behalf and to offset any amounts so paid by Lessee against all or any of the Rent payments next payable by Lessee under this Agreement.

6.3 Contest. Lessee may contest the assessed value of the Solar Facilities and the legal validity and amount of any such taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers reasonable or necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. Owner shall submit to Lessee a copy of all notices and other correspondence Owner receives from any taxing authorities regarding the assessed value of the Property and/or the Solar Facilities within 30 days after Owner receives same, but in no event later than 30 days prior to the date an objection to such assessment or taxes must be filed. Owner agrees to provide to Lessee all reasonable assistance in contesting the validity or amount of any such taxes, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, but at no out-of-pocket cost to Owner. In the event the taxing authorities provide a separate assessment and tax statement for the portion of the real property taxes levied against or allocated to the Solar Facilities, Lessee agrees to pay such real property taxes directly to the taxing authorities.

6.4 Indemnity – Real Property Taxes. OWNER AND LESSEE EACH AGREES TO INDEMNIFY AND HOLD EACH OTHER HARMLESS FROM ANY LIABILITY, COST OR EXPENSES, PAID BY IT OR FOR WHICH IT IS LIABLE, IF SUCH PARTY SHOULD FAIL TO PAY ITS PORTION OF REAL PROPERTY TAXES IN ACCORDANCE WITH THIS AGREEMENT.

7. Lessee's Representations, Warranties, and Covenants. Lessee hereby represents, warrants, and covenants to Owner that:

7.1 Siting. Lessee shall provide Owner with a survey of each Project Site, including the exact acreage thereof, within 90 days of the Commercial Operation Date of the Project. Owner hereby grants Lessee the right to record a notice of final description (“Notice of Final Description”) to reflect the boundaries of each Project Site, or at Lessee’s election to record or re-record one or more Memorandums of Lease in the county’s Real Property Records (as described in Section 13.9 below) and attach the legal description of each Project Site to the appropriate Memorandum of Lease. Lessee shall make all siting decisions as to Solar Facilities in its sole discretion. If Lessee builds Solar Facilities on part of the Property, then Lessee will make commercially reasonable efforts not to interfere with Owner’s agricultural activities on the rest of the Property, as set forth in Section 7.6.

7.2 Insurance. Lessee shall, at its expense, maintain liability insurance insuring Lessee and Owner against loss caused by Lessee’s use of the Property under this Agreement, or else Lessee shall self insure and assume the risk of loss for general liability exposures that would have been covered by the policy, to the extent Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). The amount of such insurance shall be not less than \$1 million of combined single limit liability coverage before the Start of Construction and not less than \$5 million of combined single limit liability coverage after the Start of Construction. Under such policy, Owner will be named as an additional insured with respect to operations or activities of Lessee but only to the extent Owner is held liable for damage and injuries caused by such operation or activities for which Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). No coverage is provided for liability arising out of Owner’s own negligence or misconduct. Certificates of such insurance, or evidence of self-insurance reasonably acceptable to Owner, shall be provided to Owner upon request.

7.3 Mutual Indemnities.

(a) Lessee’s Indemnity. Lessee will indemnify, defend and hold harmless Owner and Owner’s shareholders, directors, successors, assigns, personal representatives, trustees, mortgagees, employees and agents (collectively, “Owner’s Indemnified Parties”) against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys’ fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by the operations or activities of Lessee or its employees, contractors or agents. The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and the like that may result from Owner’s loss of use of the Project Site or any other portion of the Property occupied by Solar Facilities. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Owner or any of Owner’s Indemnified Parties or any party other than Lessee or its employees, contractors or agents.

(b) Owner’s Indemnity. Owner will indemnify, defend and hold harmless Lessee and Lessee’s members, shareholders, directors, successors, assigns, affiliates, personal representatives, trustees, mortgagees, employees and agents (collectively, “Lessee’s Indemnified Parties”) against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys’ fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by (i) any negligent act

or failure to act by Owner, guest or invitee, or (ii) any breach of this Agreement by Owner. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Lessee or any of Lessee's Indemnified Parties or any party other than Owner or its employees, contractors or agents.

7.4 Requirements of Governmental Agencies. Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the construction and operation of the Solar Facilities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Property, Project Site or Solar Facilities of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall cooperate in every reasonable way in such contest, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, at no out-of-pocket expense to Owner. Any such contest or proceeding shall be controlled and directed by Lessee, but Lessee shall indemnify Owner from Lessee's failure to observe or comply with the contested law, ordinance, statute, order, regulation or property assessment.

7.5 Construction Liens. Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property in connection with Lessee's use of the Property. Lessee may contest any such lien and the legal validity and amount of any such lien; *provided, however*, that if Lessee elects to contest any such lien, Lessee shall, within 60 days after it receives notice of the filing of such lien, either bond around such lien or establish appropriate reserves therefor, or otherwise remove such lien from the Property pursuant to applicable law.

7.6 Lessee Non-Interference with Agricultural Activities. In the construction and operation of its Solar Facilities, Lessee will make commercially reasonable efforts not to interfere with Owner's agricultural activities on the rest of the Property. To facilitate communication, Lessee and Owner will each designate a single point of contact with the other Party.

(a) Construction and Siting. Lessee will consult with Owner (or, at Owner's request, with Owner's then-current tenant) prior to the Start of Construction to describe Lessee's plan and schedule for construction on the Property. As part of the consultation, Lessee will present a preliminary site map showing the Project Site and any new roads, overhead transmission lines, electric substation or switchyard, or operations and maintenance building proposed to be located on the Property outside of the Project Site pursuant to Section 8.6 or Section 10.1 (the "Related Facilities"), and solicit Owner's advice and input, before finalizing the site design. Lessee will also discuss with Owner the measures Lessee will take during construction to minimize conflicts between Lessee's construction activities and Owner's ongoing agricultural operations.

(b) Soil Restoration; Compaction; Weed Control. Outside of the Project Site, Lessee shall use commercially reasonable efforts to minimize any damage to and disturbance of growing crops and crop land caused by its construction activities and will work with Owner to minimize areas of potential soil compaction. Lessee shall not remove topsoil from the Property,

and shall replace removed topsoil to the location from which it was removed to the extent practicable, or such other location on the Property as may be reasonably requested by Owner. Upon completion of construction on the Property, Lessee will restore the soil surface on any portion of the Property disturbed by Lessee that is outside of the Project Site or the boundaries of any Related Facilities. In addition, if such disturbed area was in pasture prior to construction, Lessee will re-plant native or similar grass seed on such portion of the Property. If Lessee causes compaction of any previously cultivated part of the Property located outside of the Project Site or the boundaries of any Related Facilities, Lessee will “rip” such portion of the Property in at least three passes to a depth of at least 18 inches. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to control weeds within the Project Site, the portions of the Property where Related Facilities have been installed, and in areas disturbed by Lessee’s construction on the Property. Owner may spray to control weeds up to the edge of the Project Site.

(c) Underground Lines and Drainage Tiles. During construction on the Property, Lessee will promptly repair any damage to underground drainage tiles or waterways caused by the construction activities of Lessee, and such repairs will be done by a qualified professional. Lessee shall have a continuing obligation to effect repairs to drainage tiles for any damage provided that such damage is related to the construction activities of Lessee. Once Owner has provided Lessee with written acceptance of the drainage repairs, Lessee shall be relieved of any obligation to effect further repairs unless Lessee causes new damage to drainage tiles or waterways.

(d) Crop Damage.

[REDACTED]

(e) Gates and Fences. If Owner’s Property is fenced, all of Lessee’s newly constructed access roads located on the Property shall be gated by Lessee at Lessee’s expense, and Owner shall be furnished with keys or other ability to open and close such exterior gates. Lessee shall maintain such gates as part of the Solar Facilities. When installing a gate within Owner’s existing fence, Lessee will make such fence cuts, braces, and repairs that will be permanent and remain functional for the remaining life of the fence of which they are part; alternatively, Owner may require Lessee to install a cattle guard in lieu of any internal gate. When accessing the Property, Lessee will close gates used by its personnel except when open to permit the passage of

vehicular traffic, so that Owner's or Owner's tenant's livestock do not stray or escape through such gates. Additionally, Owner authorizes Lessee, at Lessee's sole expense, to take reasonable safety and security measures to reduce the risk of damage to Solar Facilities or the risk that Solar Facilities will cause damage, injury or death to people, livestock, other animals and property, including fencing around the Project Site and the perimeter of any electric substation or switchyard, operations or maintenance building, or (during periods of construction) laydown area located outside of the Project Site, as Lessee may deem necessary or appropriate to secure or enclose the same.

(f) Roads. To minimize erosion caused by Lessee's construction of roads on the Property and facilitate natural drainage, Lessee will seek Owner's advice on the design and location of such roads. Lessee will incorporate Owner's advice into the final road design to the extent such advice does not substantially increase construction costs over a design based on good engineering practice, as determined by Lessee in its reasonable judgment. During construction, Lessee will keep Owner's existing site roads used by Lessee in good repair. After the Commercial Operation Date, Lessee will maintain roads used by Lessee on the Property outside of the Project Site to the extent necessary for Lessee's continued use, as reasonably determined by Lessee, and will use commercially reasonable efforts to minimize erosion caused by Lessee's road use. The crown of new roads located in any previously cultivated portion of the Property will be kept to a minimum. Lessee will ensure there is an adequate crossing point for agricultural vehicles over any new roads. New roads used during construction but not required for operations will be reclaimed. If the installation of Solar Facilities re-routes the natural drainage, causing drainage problems on the Property, Lessee will use commercially reasonable efforts to correct such problems.

(g) Resources. Lessee may use caliche, gravel and water from the Property, so long as Lessee pays Owner the then current market price, excluding cost of transportation.

(h) Animals. Lessee's employees shall not bring animals onto the Property at any time.

(i) Keeping the Property Clean. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to keep the Property neat and clean (free from debris and waste), and shall remove all refuse, litter and debris created by Lessee and its invitees, licensees, agents and contractors from the Property.

(j) Livestock. Lessee will use commercially reasonable efforts to minimize any interference with Owner's livestock operation.

(k) Timber Property. If Lessee builds Solar Facilities on the Property, Lessee may clear timber from the Timber Property as needed for construction and operation of the Solar Facilities. Lessee will give Owner sixty (60) days' written notice before clearing timber from the Property, following which Lessee will clear the timber and set it aside on the Property. Owner will be responsible for the prompt removal of the cut timber within 45 days after the timber has been cut, and if timely removed, Owner shall retain its full value.

7.7 Hazardous Materials. Lessee shall not violate, and shall indemnify Owner against any liability and expense arising from violation by Lessee of, any federal, state, or local

law, ordinance, or regulation promulgated thereunder (“Environmental Laws”) relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials in, on or under the Property. This provision shall survive termination of this Agreement. For purposes of this Agreement, “Hazardous Materials” means any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property.

7.8 Noise, Glare and Shadow. Lessee shall have the right in connection with the construction, use and operation of Solar Facilities to emit or cause the emission of noise, to impact Owner’s views of and from the Property, and to allow or permit the Solar Facilities to cast shadows and to create, cause and emit glare or shadow onto the Property and adjacent properties, and similar field effects. OWNER, FOR ITSELF AND ON BEHALF OF ITS SUCCESSORS AND ASSIGNS, HEREBY ACCEPTS SUCH EFFECTS, WAIVES ANY RIGHT TO OBJECT TO SUCH EFFECTS AND RELEASES LESSEE FROM ANY CLAIMS, DAMAGES, LIABILITIES OR LOSSES OWNER MAY INCUR THEREFROM.

8. Owner’s Representations, Warranties, and Covenants. Owner hereby represents, warrants, and covenants as follows:

8.1 Owner’s Authority. Owner is the sole owner of the Property and holds fee simple title to the surface estate of the Property. Owner has the unrestricted right and authority and has taken all necessary action to authorize Owner to execute this Agreement and to grant to Lessee the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so and all persons having any ownership interest in the Property (including spouses) are signing this Agreement. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner and the Property in accordance with its terms. Without limiting the foregoing, if a title search shows that the holders of fee simple title to the Property are different from the persons who signed this Agreement as Owner, the persons who signed this Agreement as Owner shall immediately cause all of the holders of fee simple title to the Property to execute an amendment to this Agreement pursuant to which all of such holders of fee simple title to the Property agree to and ratify this Agreement, all at no cost to Lessee.

8.2 Restrictive Covenant - No Interference. Lessee shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement. Owner’s activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance, or operation of Solar Facilities, whether located on the Property or elsewhere; access over the Property to such Solar Facilities; Lessee’s rights granted hereunder to use the Property for any other Solar Energy Purposes; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, (a) the activities of Owner shall not disturb or interfere with the unobstructed flow of Solar Energy upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing permanent or temporary buildings, barns, silos or other structures or facilities (collectively, “Owner’s Structures”) closer than five (5) times the height of any such Owner’s Structure from any Solar Generating Equipment of Lessee, whether located on the Property or elsewhere, and (b) Owner shall not engage in any other activity on the Property or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Solar

Facilities. The area of land to remain unobstructed by Owner will consist horizontally of the entire Property, and vertically all space located above the surface of the Property. If Lessee builds Solar Facilities on only a portion of the Property, Owner may use the rest of the Property in any manner that complies with the foregoing. In addition, Owner represents that it is not aware of any pending or threatened lawsuits or government actions that might interfere with the construction or operation of Solar Facilities on the Property, or any delinquent taxes affecting the Property.

8.3 Water Rights. Owner shall retain its water rights and the ability to physically remove and contractually sell the water from existing wells on the site, provided that (a) Owner's exercise of its water rights shall not interfere with the construction, installation, maintenance, or operation of Solar Facilities, or access over the Property to such Solar Facilities, or Lessee's rights hereunder to use the Property for any other Solar Energy Purposes; and (b) Lessee shall be entitled to consume water from the Property for both onsite and offsite Solar Energy Purposes if it pays Owner then-current market rates (excluding cost of transportation) or purchases water directly from the local water authority.

8.4 Liens and Tenants. Except as disclosed by Owner in writing to Lessee on or prior to the Effective Date, Owner represents that there are no liens, encumbrances, leases, easements, mortgages, deeds of trust, security interests, mineral or gas and gas rights, options, sale contracts, claims, disputes or other exceptions to Owner's fee title ownership of the Property or to Owner's right, title or interest in the Property (collectively, "Liens"), which are not recorded in the public records of the County in which the Property is located. Lienholders (including tenants), whether or not their Liens are recorded, shall be Owner's responsibility, and Owner shall fully cooperate and assist Lessee in obtaining a non-disturbance agreement from each party that holds a Lien that Lessee determines in its discretion might interfere with Lessee's rights under this Agreement. A non-disturbance agreement is an agreement between Lessee and a lienholder which provides that the lienholder shall not disturb Lessee's possession or rights under this Agreement or terminate this Agreement so long as Owner is not entitled to terminate this Agreement under the provisions hereof. If Owner is unable to obtain any such non-disturbance agreement from a lienholder that holds a mortgage, deed of trust, tax lien or other Lien that is senior to this Agreement (if any), Lessee shall be entitled (but not obligated) to make payments in fulfillment of Owner's obligations to the lienholder and may offset the amount of such payments from amounts due Owner under this Agreement. Owner represents that Owner is not aware of any delinquent taxes affecting the Property.

8.5 Requirements of Governmental Agencies. Owner shall assist and fully cooperate with Lessee, at no out-of-pocket expense to Owner, in complying with or obtaining any land use or siting permits and approvals, property tax abatements, building permits, environmental impact reviews, or any other approvals required for the financing, construction, installation, monitoring, replacement, relocation, maintenance, operation or removal of Solar Facilities (whether located on the Property or elsewhere), including execution of applications for such approvals if required. In connection with any applications for such approvals, Owner agrees at Lessee's request to support such application (at no out-of-pocket expense to Owner) at any administrative, judicial or legislative level, including participating in any appeals or regulatory proceedings. If Owner is contacted directly by any governmental agency about this Agreement, any Solar Facilities or the Property, Owner shall notify Lessee. To the extent permitted by law, Owner hereby waives any setbacks or other restrictions on the location of any Solar Facilities to

be installed on the Property or on adjacent properties, including but not limited to waiver of all property line setbacks, pursuant to state or county rules, regulations or ordinances (that is, Owner approves a reduction of each such setback to zero), and Owner shall cooperate with Lessee in providing documentation of such setback waivers and shall execute any documents reasonably requested by Lessee to evidence Owner's waiver of such setbacks.

8.6 *Access.* Owner hereby grants to Lessee the right of ingress to and egress from Solar Facilities (whether located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time ("Access Easement"). The Access Easement shall include the right to improve existing roads and lanes, shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Access Easement shall expire upon termination or expiration of this Agreement.

8.7 *Construction Easement.* Owner grants Lessee an easement in, over and across the Property ("Construction Easement") which may be utilized on a temporary basis for access, construction laydown or other purposes to facilitate the construction, maintenance or repair of Solar Facilities (whether located on the Property or nearby properties) during any time that Lessee is conducting such work. Lessee shall have the right, at its sole expense, to (a) remove any existing trees, shrubs, vegetation, structures or improvements located on a Project Site or the site of Related Facilities that might interfere with construction or operation of Solar Facilities; and (b) change the grade of any part of the Property used as a Project Site, to the extent necessary to construct Solar Facilities, as determined by Lessee. Lessee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying outside of the Project Site during construction. Lessee will comply with Section 7.6 with respect to damage caused by Lessee's use of the Construction Easement. The Construction Easement shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Construction Easement shall expire upon the termination or expiration of this Agreement.

8.8 *Mineral Development.* This Agreement is subject to any and all existing mineral reservations and mineral leases granted by Owner or its predecessors-in-interest, which cover some or all of the Property as of the Effective Date. In order to permit the simultaneous use of the Property for Solar Energy Purposes and mineral resource development, Owner and Lessee agree to work cooperatively together to ensure that Owner can benefit from the exploitation of the mineral resources on or under the Property and Lessee can undertake development of Solar Energy projects with reasonable certainty that the exploitation of the mineral resources will not interfere with or adversely affect the Solar Energy projects or unobstructed access to sunlight on the Property. Thus, prior to the issuance of any new mineral lease or to a sale or exchange of minerals under the Property during the Term, Owner will advise and consult with Lessee regarding each such proposed transaction and include in any new lease or sale or exchange documentation, as applicable, a requirement that the buyer, lessee or other party to the minerals transaction waive and release during the Term, any and all rights to enter upon, utilize or disturb the surface area of the Property for any reason whatsoever, including, without limitation, the exploration, drilling or mining of such oil, gas or other minerals; *provided, however*, that foregoing waiver and release shall not preclude the exploration, mining, development, extraction and production of oil, gas,

sulphur or other minerals from or under the Property (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) by means of directional or horizontal drilling or utilized or pooled operations with the well and all surface equipment located off the Property, without, in either case, any well bore or mine shaft penetrating any depth beneath the Property above the subsurface depth of five hundred feet (500') feet nor shall such well bore or mine shaft impair the subjacent support of the Property or of any improvements now or hereafter situated on the Property. In addition, upon written request from Lessee, Owner shall (i) cooperate with Lessee in requesting a separate nondisturbance agreement from any existing mineral interest lessee or owner on terms reasonably acceptable to Lessee, and (ii) enforce any rights Owner may have against any such mineral interest lessee or owner in order to provide reasonable accommodation for Lessee to exercise its rights under this Agreement.

8.9 Hazardous Materials.

(a) Owner shall not violate, and shall indemnify Lessee against any such violation of, any Environmental Laws in, on or under the Property. Owner shall promptly notify Lessee of any such violation. This provision shall survive expiration or termination of this Agreement.

(b) To the best of Owner's knowledge, the Property, including, but not limited to, all improvements, facilities, structures and equipment thereon, and the soil and groundwater thereunder, is not in material violation of any Environmental Laws. No release or threatened release of any Hazardous Material has occurred, or is occurring, at, on, under, from or to the Property, and no Hazardous Material is present in, on, under or about, or migrating to or from the Property that could give rise to a claim under Environmental Laws. Neither Owner nor, to the best of Owner's knowledge, any third party has used, generated, manufactured, produced, stored or disposed of on, under or about the Property, or transported to or from the Property any Hazardous Materials in violation of Environmental Laws or in such a manner as to require investigation or remediation of such Hazardous Materials. To Owner's knowledge, there are no storage or other tanks or containers, or wells or other improvements, below the surface of the Property, nor have any storage or other tanks or containers, or wells or other improvements ever previously been located below the surface of the Property. Owner shall be responsible for and/or shall indemnify Lessee for any liability arising out of a violation of any Environmental Laws in, on or under the Property that may exist (whether known or unknown) as of the Effective Date.

8.10 Non-exclusive Grant of Rights. Owner hereby grants Lessee a non-exclusive right, privilege, license and easement covering all of the following:

(a) Any and all easements, rights-of-way, rights of entry, hereditaments, privileges and appurtenances benefiting, belonging to or inuring to the benefit of Owner and pertaining to the Property.

(b) Any and all right, title and interest of Owner in and to any land in the bed of any street, road, avenue or alley (open, proposed or closed) in front of or adjoining the Property and any and all right, title and interest of Owner, in and to any rights-of-way, rights of ingress or egress, or other interests in, on, or to any land, highway, street, road, avenue or alley (open, proposed or closed) in, on, or across, in front of, abutting, or adjoining the Property.

(c) Any and all right, title and interest of Owner, in and to any strips or gores of land adjacent or contiguous to the Property, whether those lands are owned or claimed by deed, limitations, or otherwise.

8.11 Hunting. For safety reasons, hunting is prohibited on the Property after the Start of Construction.

9. Assignment.

9.1 Assignments by Lessee. Lessee and any Assignee (as hereinafter defined) shall have the right, without obtaining the consent of Owner, to do any of the following with respect to all or any portion of its right, title and/or interest in and to this Agreement, the Lease, the Property, any Project Site and/or any Solar Facilities: (a) grant subleases, separate easements, co-easements, subeasements, licenses or similar rights (however denominated) to one or more Assignees, (b) collaterally assign, mortgage, encumber, pledge or transfer all or any portion of its right, title or interest therein to one or more parties providing financing to Lessee, and/or (c) sell, lease, assign, transfer or otherwise convey all or any portion of its right, title or interest therein to one or more Assignees. Lessee or an Assignee that has assigned an interest hereunder will give notice of such assignment (including the address of the assignee thereof for notice purposes) to Owner, *provided* that failure to give such notice shall not constitute a default under this Agreement but rather shall only have the effect of not binding Owner with respect to such assignment until such notice shall have been given. For purposes of this paragraph, an "Assignee" is any of the following: (i) any one or more parties involved in the development, financing or refinancing of any Solar Facilities, including, without limitation, any lender to or investor in, or purchaser or lessee of, Solar Facilities; (ii) any one or more parties involved in financing or refinancing the development of any Solar Facilities, or any purchaser or owner of Solar Facilities; (iii) a corporation, partnership or limited liability company now existing or hereafter organized (including Lessee) in which Lessee or any of its owners, or any affiliate or partner of either, owns (directly or indirectly) a controlling interest at the time of assignment; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation, partnership or limited liability company; or (v) a corporation, partnership, limited liability company, or other entity that acquires all or substantially all of Lessee's business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means.

9.2 Assignee Obligations. No Assignee shall have any obligation or liability under this Agreement prior to the time that such Assignee takes actual physical possession of the Property. An Assignee shall be liable to perform obligations under this Agreement only for and during the period such Assignee is in possession of the Property. Any assignment permitted hereunder shall release the assignor from assigned liabilities of Lessee under this Agreement when the Assignee agrees in writing to perform the assigned obligations, if such Assignee either (a) is at least as creditworthy as the assignor at the time of the assignment, or (b) owns or holds, or will own or hold, a majority or controlling interest, directly or indirectly, in any Solar Facilities including Solar Generating Equipment located on the Property.

9.3 Right to Cure Defaults. [REDACTED]

[REDACTED]

9.4 Separability. Lessee may use the Property in connection with one or more Project Sites of associated Solar Facilities constructed, installed and/or operated on the Property and/or on other lands in the general vicinity of the Property by or on behalf of Lessee or an affiliate or Assignee(s) thereof as an integrated energy generating and delivery system. If Lessee elects to use the Property for two or more Project Sites, then Owner shall, within 20 days after request from Lessee, and without demanding any additional consideration, bifurcate this Agreement and the Lease by entering into and delivering to Lessee two or more independent new lease agreements (which shall supersede and replace this Agreement) that provide Lessee with separate leasehold estates in different portions of the Property, as designated by Lessee. Each such new lease agreement shall: (a) specify the portion(s) of the Property to be covered thereby, (b) contain the same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Lessee or any other person or entity prior to the execution of such new agreements, and except for any modifications that may be required to ensure that each Party's combined obligations under such new agreements do not exceed such Party's obligations under this Agreement) and be in a form reasonably acceptable to Lessee; (c) be for a term equal to the remaining Term of this Agreement; (d) contain a grant of access, transmission, communications and other easements for the benefit of each of the bifurcated estates, covering such portion or portions of the Property outside of the benefited estate in each case as Lessee may designate; (e) require payment to Owner of only an acreage-proportionate part of each payment due under Section 4 (which under all such new agreements shall in the aggregate equal the amounts that are due under Section 4); (f) provide for payments thereafter due under Section 4 and elsewhere to be paid with respect to the Solar Facilities actually installed under such new lease for the portion of the Property subject to such lease; and (g) enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Property. Further, notwithstanding any other provision of this Agreement, (i) in the event of any uncured default under any such new lease agreement, such event of default shall not affect, or cause a termination of, any other such new lease agreement or any rights or interests granted under any other such new lease agreement and (ii) in the event of a termination of any such new lease agreement, the remaining new lease agreements and all rights granted therein, including all easements affecting any portions of the Property (regardless of whether such portions of the Property are part of or outside the benefited estate), shall remain in full force and effect without any further compensation due Owner.

9.5 Transfers by Owner. Owner shall have full right and authority to sell, convey, mortgage, or transfer to one or more transferees, all of Owner's right, title and interest in and to the Property, but any such sale or other transfer shall be subject to the Construction Easement, the Transmission Easement, the Access Easement and this Agreement.

10. Transmission.

10.1 Grant of Transmission Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner, Owner hereby grants to Lessee an exclusive easement ("Transmission Easement") in, on, along, over, above, across and under the Property for the right to erect, construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time in connection with Solar Energy Purposes, whether carried out on the Property or elsewhere: (a) a line or lines of poles or towers, together with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said poles, towers, wires and cables on, along and in the Property, including beneath the bed of any road located on the Property; and (b) one or more electric inverters, substations or interconnection or switching facilities from which Lessee or others that generate energy may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, together with the appropriate rights-of-way, on, along and in the Property. Said poles, towers, wires, cables, substations, facilities and rights-of-way are herein collectively called the "Transmission Facilities."

10.2 Access. The Transmission Easement also includes the right of ingress to and egress from the Transmission Facilities (whether located on the Property or elsewhere), over and along the Property by means of roads and lanes thereon if existing or otherwise by such route or routes as Lessee may construct from time to time.

10.3 Assignment in Connection with Transmission Lines.

[REDACTED]

10.4 Term; Assignment. The term of the Transmission Easement shall expire upon expiration or termination of this Agreement, except that if Lessee grants a utility or other duly authorized entity any rights pursuant to Section 10.3, then the term of the Transmission Easement shall be perpetual. Lessee (and any Assignee) shall have the right, without need for Owner's consent, to assign or convey all or any portion of the Transmission Easement to an

Assignee on an exclusive or nonexclusive basis. The Transmission Easement shall run with the Property and inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

11. Mortgagee Protection.

[REDACTED]

11.1 Leasehold Mortgagee's Right to Possession, Right to Acquire and Right to Assign.

[REDACTED]

11.2 Notice of Default: Opportunity to Cure.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]t.

11.3 New Lease or Easement to Mortgagee. If this Agreement or a partial interest herein terminates because of Lessee's default or if any leasehold and/or easement estate is foreclosed, or if this Agreement or a partial interest herein is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Owner shall, upon written request from any Leasehold Mortgagee within 90 days after such event, enter into a new agreement ("New Lease") for the Property or portion thereof, on the following terms and conditions:

(a) The terms of the New Lease shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the term of this

Agreement, subject to the same terms and conditions set forth in this Agreement as are applicable to such interest, as if this Agreement had not been terminated.

(b) The New Lease shall be executed within 30 days after receipt by Owner of written notice of the Leasehold Mortgagee's election to enter into a New Lease, provided such Leasehold Mortgagee: (i) pays to Owner all rent and other monetary charges payable by Lessee under the terms of this Agreement up to the date of execution of the New Lease, as if this Agreement or applicable interest therein had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Lessee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Leasehold Mortgagee within 120 days of the termination, foreclosure, rejection, or disaffirmance; and (iii) agrees in writing to perform, or cause to be performed within a reasonable period of time, all non-monetary obligations which have not been performed by Lessee and which should have been performed under this Agreement or the partial interest therein up to the date of commencement of the New Lease, except those obligations which constitute non-monetary defaults not susceptible to cure. Any New Lease granted to the Leasehold Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrances or other interest created by Owner.

(c) At the option of the Leasehold Mortgagee, the New Lease may be executed by a third party designated by such Leasehold Mortgagee, without the Leasehold Mortgagee assuming the burdens and obligations of Lessee thereunder.

(d) The provisions of this Section 11.3 shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 11.3 were a separate and independent contract made by Owner, Lessee and such Leasehold Mortgagee, and, from the date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such New Lease, such Leasehold Mortgagee may use and enjoy said Property without hindrance by Owner or any person claiming by, through or under Owner, provided that all of the conditions for a New Lease as set forth herein are complied with.

11.4 Leasehold Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as there exists a Leasehold Mortgage, this Agreement shall not be modified or amended with respect to the interest in this Agreement encumbered by such Leasehold Mortgage and Owner shall not accept a surrender of the Property or any part thereof or a cancellation, termination or release of this Agreement from Lessee prior to expiration of the term without the prior written consent of any Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by such Leasehold Mortgagee.

11.5 Estoppel Certificates, Etc. Owner shall execute such (a) estoppel certificates (certifying as to such matters as Lessee may reasonably request, including, without limitation, that no default then exists under this Agreement, if such be the case); (b) consents to assignment, (c) non-disturbance agreements (respecting other property as to which Owner or its affiliates may have lease, use or other rights), and (d) documents reasonably required by a title insurance company, in each case as Lessee or any Assignee may reasonably request from time to time. Owner shall cooperate in amending this Agreement from time to time to include any

provision that may be reasonably requested by Lessee or any Assignee for the purpose of implementing the terms and conditions contained in this Agreement or of preserving a Leasehold Mortgagee's security interest, at no out-of-pocket cost to Owner. Notwithstanding any provision of this Agreement, the Parties agree that this Agreement shall not be modified or amended prior to expiration of the Term in a manner which would materially and adversely affect any Assignee without such Assignee's prior written consent. The previous sentence is for the express benefit of, and shall be enforceable by, each Assignee.

12. Default and Termination.

12.1 Lessee's Right to Terminate.

[REDACTED]

12.2 Owner's Right to Terminate.

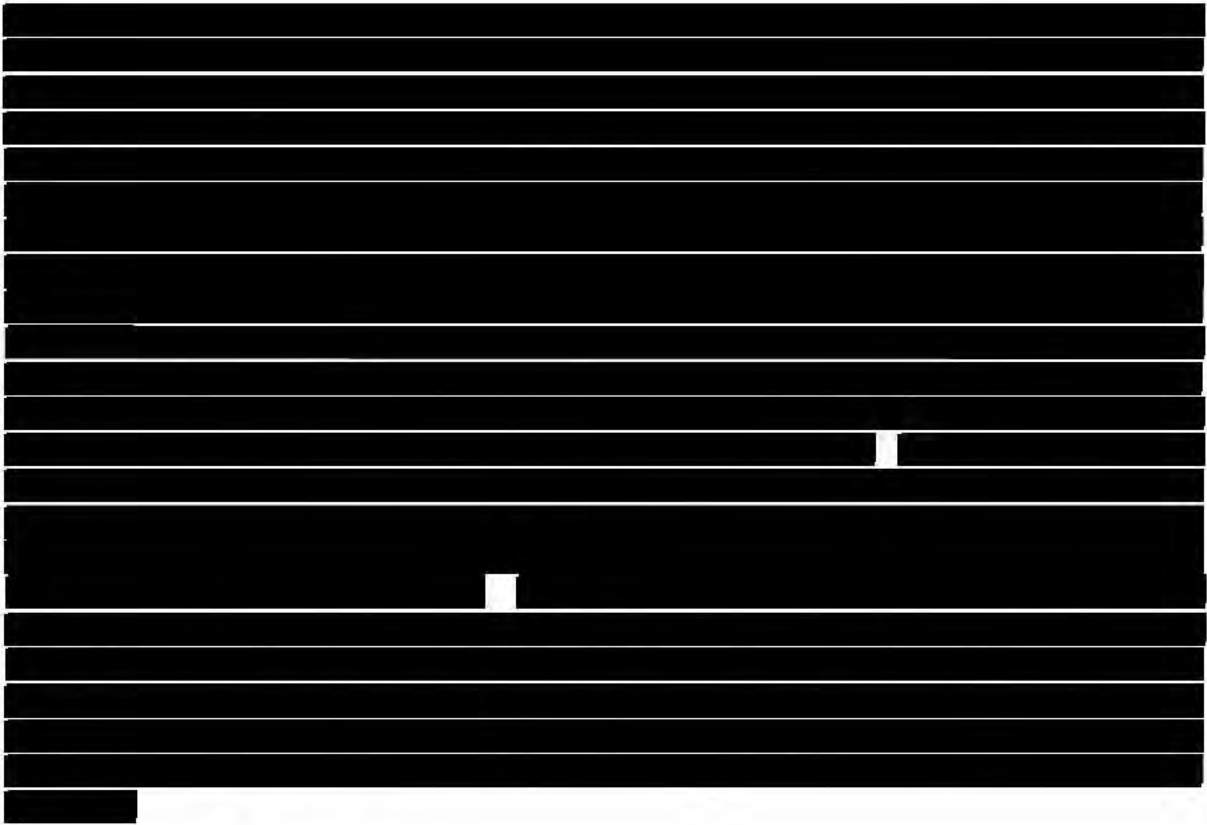
[REDACTED]

12.3 Effect of Termination.

[REDACTED]

12.4 Security for Removal.

[REDACTED]



13. Miscellaneous.

13.1 Force Majeure. If performance of this Agreement or of any obligation hereunder is prevented, or materially hindered by reason of an event of Force Majeure (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention or material hindrance. The affected Party shall use reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, flood, drought, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; strikes or labor disputes; war, civil strife, sabotage, vandalism, or other violence; any law, order, proclamation, regulation, ordinance, action, demand, approval, delay, moratorium, permit or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of the Party claiming Force Majeure.

13.2 Confidentiality. Owner shall maintain in the strictest confidence, for the sole benefit of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee or discovered by Owner, unless such information either (a) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents, or (b) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity, or (c) is required to be disclosed by a court or

governmental agency; *provided however*, that Owner may disclose the financial terms of this Agreement to Owner's family members; consultants, accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; prospective buyers of the Property; or lenders that may have a mortgage on the Property. Lessee shall maintain in confidence, and shall not publish or otherwise disclose, information pertaining to the financial terms of this Agreement except as necessary in connection with Lessee's development, construction, operations or financing activities or in connection with any assignment. The provisions of this Section 13.2 shall survive the termination or expiration of this Agreement.

13.3 Successors and Assigns. This Agreement and any right, title or interest hereunder shall inure to the benefit of and be binding upon Owner and Lessee and, to the extent provided in any assignment or other transfer under Section 9, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Lessee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in this Agreement as to all or a portion of the Property and actually are exercising rights under this Agreement to the extent consistent with such interest. The Parties agree and intend that the provisions of this Agreement shall be covenants running with the land and that they touch and concern the land because they determine how the Parties will use the Property and its resources, including payment for those resources and use of the Property. The Parties further agree and intend that any conveyance, assignment, sale or other transfer of all or a portion of either Party's rights or interests covered by and permitted under this Agreement shall include and be subject thereto because the provisions of this Agreement are covenants that run with the land. As covenants running with the land, the Parties intend that should either no longer share privity of estate with the other, its rights and obligations in this Agreement pass to the person or entity that shares privity of estate and assumes the role of Owner or Lessee. As a result, any Party who ceases to have privity of estate under this Agreement shall bear no liability or any obligation for the terms hereunder after the date on which privity ends. The privity of contract between the current Parties shall not change this result because the Parties do not intend the use of identifiers like Owner or Lessee to bind those specific Parties upon any transfer, conveyance, assignment, sale or other transfer covered by and permitted under this Agreement.

13.4 Notices. All notices, requests and other communications required or permitted by this Agreement shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, certified, and addressed as follows:

If to Owner:

Jamie and Jean Barger
655 Dooley Rd.
Guston, KY 40142

Telephone:
Email:

If to any Assignee:

If to Lessee:

OSER LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attn: General Counsel

████████████████████
████████████████████

At the address indicated in the notice to Owner provided under Section 9.1.

Payments to Owner shall be mailed to Owner's address above and made out to Owner, unless Owner directs Lessee otherwise in writing. For the purpose of notices to be given by Owner, Owner designates the person to whom notices are given hereunder as its primary contact, and Lessee shall be entitled to rely on any notices given by such individual in writing as if given in writing by all of the persons or entities constituting Owner. Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph. Any notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such notice is only mailed by certified mail, in which case it shall be deemed to be received five business days after the date it is mailed.

13.5 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Owner and Lessee respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

13.6 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state or federal courts located in Louisville, Kentucky. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the Court. In no event shall either Party be liable under this Agreement for consequential, punitive, special, incidental or indirect damages.**

13.7 Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the Term of this Agreement, the Construction Easement, the Transmission Easement or the Access Easement be longer than, respectively, the longest period permitted by applicable law.

13.8 No Partnership. Neither the provisions of this Agreement, nor the provisions of any other agreements referenced herein, nor any acts of the Parties, nor any other circumstances shall be deemed to create a partnership or joint venture between the Parties with respect to the Property or the Solar Facilities for any purposes whatsoever. Each Party shall, in connection with this Agreement, the Property, or the Solar Facilities, take reasonable steps in dealing with third parties to negate any inference that such partnership or joint venture exists.

13.9 *Memorandum*. Neither Owner nor Lessee shall record this Agreement in its entirety. The Parties agree that a Memorandum of Lease shall be recorded in the real property records of the County where the Property is located (“Real Property Records”) at Lessee’s expense, in a form reasonably acceptable to both Parties, which form shall not contain any of the financial provisions hereof. In the event of any inaccuracy in Exhibit A, Lessee may correct such inaccuracy in order to accomplish the intent of Lessee and Owner.

13.10 *Tax and Renewable Energy Credits*. If under applicable law, the holder of a lease becomes ineligible for any tax credit, renewable energy credit, environmental credit or any other benefit or incentive for renewable or low carbon energy established by any local, state or federal government, then, at Lessee’s option, Owner and Lessee shall exercise good faith and negotiate an amendment to this Agreement or replace it with a different instrument so as to convert Lessee’s interest in the Property to a substantially similar interest that makes Lessee eligible for such credit, benefit or incentive.

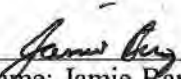
13.11 *Further Assurances*. From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments, documents and actions specifically provided for herein, as such other Party may reasonably request in order to effectuate the provisions of this Agreement, consummate the transactions contemplated herein, or confirm or perfect any right, restriction or interest to be created or transferred hereunder or pursuant to these transactions.

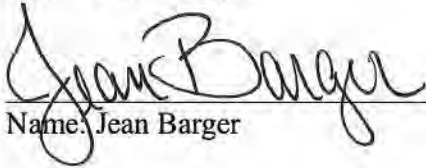
13.12 *Counterparts*. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[Signatures to follow on next page.]

IN WITNESS WHEREOF, Owner and Lessee, individually or through duly authorized representatives, hereby execute this Agreement and certify that they have read, understand and agree to the terms and conditions of this Agreement.

“Owner”


Name: Jamie Barger


Name: Jean Barger

[Signatures continued on following page.]

“Lessee”

**OSER LLC,
a Delaware limited liability company**


By: 
Name: Michael Hoas
Title: President

EXHIBIT A

Legal Description of the Property

ALL THAT CERTAIN real estate lying and being situated in Breckinridge County, Kentucky, being more particularly bounded and described as follows:

Real Property Tax Parcel No. 122-13

The following described property, real estate and tract of land located in Breckinridge County, Kentucky and bounded and described as follows, to-wit: Beginning at a stone corner to the Church Lot, thence S. 51-1/4 W. 34.27 chains to a lime stone rock, Edd Blissett's corner in Ken Bandy's line, thence with said Bandy's line as follows: N 39 W. 21.65 chains, thence N. 66 E. 15.52 chains to a stone, thence N. 38-1/2 E. 11.84 chains to cedar fence post, thence N. 57 E. 30 links to another cedar fence post, thence N. 39-1/4 W. 51.70 chains to said Bandy's corner in Henry Livers line, thence with said Liver's line N. 41-1/4 E. 14.51 chains to a pile of rock by a hickory and ash; thence S. 45-1/2 E. 12.69 chains to a stone corner of the four acre tract, thence N. 44-1/4 E. 6.50 chains to a black oak and stone, Albert Wallace's corner, thence N. 41-1/4 E. 7.38 chains to Stith's corner on West side of a public road, thence with said road S. 39 W. 6.50 chains to line of first tract thence with said road S. 41 E. 34.25 chains to a cedar, thence with said road S. 42 E. 29.24 chains to the beginning and containing 171 acres more or less.

ALSO

The following described real estate, about one and one-half miles West of Irvington, Breckinridge County, Kentucky, and more particularly described as follows:

A tract or parcel of land lying and being in Breckinridge County, State of Kentucky and described as follows: Beginning at a stake and line post corner of Lee Butler and Hendrick Miller, thence north 41 degrees west 224 poles and 200 hundred feet to a stone in Kinball's line, now Lester Dowell line; thence with his line north 51-1/2 degrees east 62 poles to a stone at a point in the corner of Butler, Miller and Dowell line; thence south 41 degrees east 249-1/2 poles to a stone Aker's corner, now Butler's corner; thence south 62-1/2 degrees west 63-1/2 poles to a stake Aker's corner, now Miller's corner, the beginning point, containing 92 acres, more or less.

BEING the same property conveyed to Jamie Barger and Jean Barger, his wife, by deed from Lee Butler and Verona Butler (a/k/a Veronica Butler), his wife, dated November 5, 2003 and recorded in Deed Book 294, page 45, Breckinridge County Clerk's Office.

There is, however, EXCEPTED out of the above-described property, the following off-conveyances, to-wit:

1) Off-conveyance of 96.236 acres, more or less, as evidenced by deed from Jamie Barger and Jean Barger, his wife, to Richard Lee Barger, single, dated March 10, 2004 and recorded in Deed Book 296, page 554, said clerk's office, to which deed reference is hereby given for a more particular description thereof.

2) Off-conveyance of 19.573 acres, more or less, as evidenced by deed from Jamie Barger and Jean Barger, his wife, to George R. Cecil and Carolyn J. Cecil, his wife, dated March 26, 2004 and recorded in Deed Book 296, page 707, said clerk's office, to which deed reference is hereby given for a more particular description thereof.

3) Off-conveyance of 1.01 acres, more or less, as evidenced by deed from Jamie Barger and Jean Barger, husband and wife, to Jeremy Barger and Kristen Barger, both single persons, dated April 13, 2004 and recorded in Deed Book 297, page 320, said clerk's office, to which deed reference is hereby given for a more particular description thereof.

4) Off-conveyance of 1.049 acres, and 0.396 acres as evidenced by deed from Jamie Barger and Jean Barger, his wife, to Jeremy Barger and Kristen Barger, his wife, dated April 22, 2005 and recorded in Deed Book 307, page 738, said clerk's office, to which deed reference is hereby given for a more particular description thereof.

5) Off conveyance of 3.000 acres, more or less, as evidenced by deed from Jamie Barger and Jean Barger, his wife, to Steven Gary Barger, dated February 7, 2013 and recorded in Deed Book 367, page 707, said clerk's office, to which deed reference is hereby given for a more particular description thereof.

(In the event of any inaccuracies or insufficiencies in the above legal description, Lessee may modify this Exhibit A to correct such inaccuracies or insufficiencies)

EXHIBIT A-1

Legal Description of the Timber Property

N/A

(In the event of any inaccuracies or insufficiencies in the above legal description, Lessee may modify this Exhibit A-1 to correct such inaccuracies or insufficiencies)

EXHIBIT B

Purchase and Sale of Control Property

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

LEASE AGREEMENT
(#KY-MEA1-197)

This Lease Agreement (this "Agreement") is made, dated and effective as of July 15, 2020 (the "Effective Date"), between **Board Farm, LLC, a Kentucky limited liability company** ("Owner"), and **OSER LLC, a Delaware limited liability company** (together with its transferees, successors and assigns, "Lessee"), and in connection herewith, Owner and Lessee agree, covenant and contract as set forth in this Agreement. Owner and Lessee are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

Owner and Lessee entered into a solar lease agreement in the form of a letter agreement (the "Letter Agreement") dated July 29, 2019 (the "Letter Agreement Effective Date"). Owner and Lessee now wish to amend and restate the Letter Agreement on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Lease. Owner hereby leases to Lessee the real property of Owner consisting of approximately 144.38 acres located in Breckinridge County, Kentucky, and legally described on Exhibit A, attached hereto and incorporated herein by reference. Such lease ("Lease") includes the right to access and utilize all radiant energy emitted from the sun upon, over and across the real property ("Solar Energy"), and any easements, rights-of-way, and other rights and benefits relating or appurtenant to such real property (collectively, the "Property"). In the event of inaccuracies or insufficiencies in the legal description in Exhibit A Lessee may modify the Exhibit to correct any non-substantive errors and shall notify Owner of such modification. For the avoidance of doubt, any substantive modification or correction to Exhibit A shall require the mutual agreement of the Parties.

2. Purpose. Lessee shall have the exclusive right to use the Property and the unobstructed flow of Solar Energy upon, over and across the Property for electric power, heat and/or steam generation purposes ("Solar Energy Purposes") and to derive all profits therefrom. For purposes of this Agreement, Solar Energy Purposes include, without limitation, the right to convert the Solar Energy into electrical energy and to collect and transmit the electrical energy so converted, together with any and all activities related thereto, including, without limitation, (a) determining the feasibility of Solar Energy conversion and power generation on the Property, including, at Lessee's expense, studies of the Solar Energy emitted upon, over and across the Property (through the installation of Solar Energy measurement equipment or otherwise) and other meteorological, archeological and environmental studies, land surveys and due diligence activities; (b) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining, refurbishing and operating, Solar Energy collection and electrical generating equipment of all types including, without limitation, any such equipment utilizing photovoltaic and/or solar thermal technology (collectively referred to herein as "Solar Generating Equipment"), overhead and underground electrical transmission and communications lines, electric inverters, electric transformers, energy storage facilities, telecommunications equipment for use directly related to other Solar Energy Purposes, power generation facilities to be operated in conjunction with Solar Generating Equipment, roads and gates, meteorological stations and Solar Energy measurement equipment, control buildings, maintenance yards, and related facilities and equipment (the Solar Generating Equipment together with all of the other foregoing facilities, equipment and improvements, collectively "Solar Facilities") on the Property; and (c) undertaking

any other activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. Solar Facilities on the Property may be operated in conjunction with Solar Facilities installed on other nearby properties that are part of the same solar energy project (collectively, the "Project"). Lessee and its consultants may enter the Property, upon reasonable advance notice, to do work related to development of Solar Facilities. Subject to Owner's rights to use the Property in any manner consistent with Section 8.2, Lessee shall have the right to control and restrict access onto and over the Property and exclude others (other than any parties with preexisting easement rights) as it deems necessary or appropriate for safety and security reasons.

3. Term.

3.1 Term. The initial term of this Agreement ("Initial Term") commenced upon the Letter Agreement Effective Date and will continue until the 30th anniversary of the first day of the month following the month in which Solar Facilities in a Project commence operation by delivering commercial quantities of electricity to the electric utility grid (the "Commercial Operation Date"). Lessee may elect to extend the Initial Term for one additional 10-year term commencing on the last day of the Initial Term, upon at least 90 days' notice to Owner. The Initial Term plus such additional 10-year term is called the "Term." If the Start of Construction (as defined in Section 3.2) has not occurred prior to the fourth anniversary of the Letter Agreement Effective Date, Owner may terminate this Agreement by notice to Lessee within 60 days of such anniversary. Lessee shall provide Owner with written notice setting forth the Commercial Operation Date within 90 days of its occurrence, provided that the failure to timely provide such notice shall not constitute a default under this Agreement.

3.2 Project Sites. Within thirty (30) days after the date that any of the racking that will support Solar Generating Equipment is installed ("Start of Construction") in the Project, Lessee shall designate the portion of the Property on which Solar Facilities are being constructed as part of such Project (a "Project Site"). Lessee shall designate a new Project Site each time it constructs new Solar Facilities on the Property. Each Project Site shall include any areas occupied by above-ground transmission lines, roads or underground collection lines installed by Lessee on the Property.

3.3 Delay in Use. Except as specifically provided in this Agreement, no delay of Lessee in the use or enjoyment of any leasehold, easement or other right in this Agreement will result in the loss or abandonment of any right, title interest or estate granted herein.

3.4 Release of Unused Property. After the second anniversary of the Commercial Operation Date, at Owner's request, Lessee will release this Agreement as to any portions of the Property (collectively, "Released Property") not included in a Project Site or a Control Property (as defined in Section 4.4); provided, that (i) Released Property shall remain subject to (a) the non-interference provisions set forth in Section 8.2, (b) the Transmission Easement under Section 10.1 (but only if Related Facilities, as defined in Section 7.6(a), are located on such portion of the Property), and, (c) the Access Easement under Section 8.6 (but only if Related Facilities are located on such portion of the Property), and (ii) Lessee shall not be required to make payments of Initial Rent after such release. Such release shall be recorded in the Real Property Records (as defined in Section 13.9) and shall not affect any other rights or easements granted hereunder.

4. Payments.

4.1 Rent.

[REDACTED]

(a) Initial Rent

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

4.2 Inflation Adjustmen

[REDACTED]

[REDACTED]

4.3 Intentionally Omitted.

4.4 Substation, Switchyard, etc. [REDACTED]

[REDACTED]

5. Ownership of Solar Facilities. Owner shall have no ownership or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Lessee may remove any or all Solar Facilities at any time. Except for payments of Rent described in Section 4, Owner shall not be entitled to any other payments or benefits accrued by or from the Solar Facilities, including renewable energy credits, environmental credits or investment or other tax credits.

6. Taxes.

6.1 Lessee and Own [REDACTED]

[REDACTED]

6.2 Tax Bills. Lessee shall have the right, but not the obligation, to seek to have its leasehold estate separately assessed to Lessee for real estate ad valorem tax purposes as well as personal property tax purposes, and Owner and Lessee agree jointly to use commercially reasonable efforts to cause the County tax assessor to issue separate property tax bills to Owner and Lessee. It is a condition to Owner's right to payment or reimbursement hereunder that Owner

submit Owner's real property tax bill to Lessee no later than 15 days prior to the due date for such taxes. If Owner fails to pay for its share of real property taxes, Lessee shall have the right to pay such amounts on Owner's behalf and to offset any amounts so paid by Lessee against all or any of the Rent payments next payable by Lessee under this Agreement.

6.3 Contest. Lessee may contest the assessed value of the Solar Facilities and the legal validity and amount of any such taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers reasonable or necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. Owner shall submit to Lessee a copy of all notices and other correspondence Owner receives from any taxing authorities regarding the assessed value of the Property and/or the Solar Facilities within 30 days after Owner receives same, but in no event later than 30 days prior to the date an objection to such assessment or taxes must be filed. Owner agrees to provide to Lessee all reasonable assistance in contesting the validity or amount of any such taxes, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, but at no out-of-pocket cost to Owner. In the event the taxing authorities provide a separate assessment and tax statement for the portion of the real property taxes levied against or allocated to the Solar Facilities, Lessee agrees to pay such real property taxes directly to the taxing authorities.

6.4 Indemnity – Real Property Taxes. OWNER AND LESSEE EACH AGREES TO INDEMNIFY AND HOLD EACH OTHER HARMLESS FROM ANY LIABILITY, COST OR EXPENSES, PAID BY IT OR FOR WHICH IT IS LIABLE, IF SUCH PARTY SHOULD FAIL TO PAY ITS PORTION OF REAL PROPERTY TAXES IN ACCORDANCE WITH THIS AGREEMENT.

7. Lessee's Representations, Warranties, and Covenants. Lessee hereby represents, warrants, and covenants to Owner that:

7.1 Siting. Lessee, at Lessee's expense, shall provide Owner with a survey of each Project Site, including the exact acreage thereof, within 90 days of the Commercial Operation Date of the Project. Owner hereby grants Lessee the right to record a notice of final description ("Notice of Final Description") to reflect the boundaries of each Project Site, or at Lessee's election to record or re-record one or more Memorandums of Lease in the county's Real Property Records (as described in Section 13.9 below) and attach the legal description of each Project Site to the appropriate Memorandum of Lease. Lessee shall make all siting decisions as to Solar Facilities in its sole discretion. If Lessee builds Solar Facilities on part of the Property, then Lessee will make commercially reasonable efforts not to interfere with Owner's agricultural activities on the rest of the Property, as set forth in Section 7.6.

7.2 Insurance. Lessee shall, at its expense, maintain liability insurance insuring Lessee and Owner against loss caused by Lessee's use of the Property under this Agreement, or if Lessee is a regulated utility or a financially responsible entity whose credit rating is investment grade, Lessee shall have the right to self-insure and assume the risk of loss for general liability exposures that would have been covered by the policy, to the extent Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). If at any time at which Lessee is self-insured its credit rating is below investment grade, Lessee shall promptly purchase the required liability insurance unless it is a regulated utility. The amount of such insurance shall be not less than \$1 million of combined single limit liability coverage before the Start of Construction and not less than \$5 million of combined single limit liability coverage after the Start of Construction. Under such policy, Owner will be named as an additional insured with respect to operations or activities of Lessee but only

to the extent Owner is held liable for damage and injuries caused by such operation or activities for which Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). No coverage is provided for liability arising out of Owner's own negligence or misconduct. Certificates of such insurance, or evidence of self-insurance reasonably acceptable to Owner, shall be provided to Owner upon request.

7.3 Mutual Indemnities.

(a) Lessee's Indemnity. Lessee will indemnify, defend and hold harmless Owner and Owner's shareholders, directors, successors, assigns, personal representatives, trustees, mortgagees, employees and agents (collectively, "Owner's Indemnified Parties") against any and all losses, damages, demands, suits, actions, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees and court costs, resulting from or arising out of (i) damage to property or injury to any person (including claims brought by third parties regarding noise, glare, shadow or other harm), in each case to the extent caused by the operations or activities of Lessee or its employees, contractors or agents, or (ii) any breach of this Agreement by Lessee or an Assignee. The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and the like that may result from Owner's loss of use of the Project Site or any other portion of the Property occupied by Solar Facilities. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Owner or any of Owner's Indemnified Parties or any party other than Lessee or its employees, contractors or agents.

(b) Owner's Indemnity. Owner will indemnify, defend and hold harmless Lessee and Lessee's members, shareholders, directors, successors, assigns, affiliates, personal representatives, trustees, mortgagees, employees and agents (collectively, "Lessee's Indemnified Parties") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by (i) any negligent act or failure to act by Owner, guest or invitee, or (ii) any breach of this Agreement by Owner. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Lessee or any of Lessee's Indemnified Parties or any party other than Owner or its employees, contractors or agents.

7.4 Requirements of Governmental Agencies. Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the construction and operation of the Solar Facilities, including the governing electric safety code. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Property, Project Site or Solar Facilities of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall cooperate in every reasonable way in such contest, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, at no out-of-pocket expense to Owner. Any such contest or proceeding shall be controlled and directed by Lessee, but Lessee shall indemnify Owner from Lessee's failure to observe or comply with the contested law, ordinance, statute, order, regulation or property assessment.

7.5 Construction Liens. Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property in connection with Lessee's use of the Property. Lessee may contest any such lien and the legal validity and amount of any such lien; *provided, however*, that if Lessee elects to contest any such lien, Lessee shall, within 60 days after it receives notice of the filing of such lien, either bond around such lien or establish appropriate reserves therefor, or otherwise remove such lien from the Property pursuant to applicable law.

7.6 Lessee Non-Interference with Agricultural Activities. In the construction and operation of its Solar Facilities, Lessee will make commercially reasonable efforts not to interfere with Owner's agricultural activities on the rest of the Property. To facilitate communication, Lessee and Owner will each designate a single point of contact with the other Party.

(a) Construction and Siting. Lessee will consult with Owner (or, at Owner's request, with Owner's then-current tenant) prior to the Start of Construction to describe Lessee's plan and schedule for construction on the Property. As part of the consultation, Lessee will present a preliminary site map showing the Project Site and any new roads, overhead transmission lines, electric substation or switchyard, or operations and maintenance building proposed to be located on the Property outside of the Project Site pursuant to Section 8.6 or Section 10.1 (the "Related Facilities"), and solicit Owner's advice and input, before finalizing the site design. Lessee will also discuss with Owner the measures Lessee will take during construction to minimize conflicts between Lessee's construction activities and Owner's ongoing agricultural operations. Lessee will use commercially reasonable efforts to limit the use of gravel to what is necessary for the construction and use of roads on the Property.

(b) Soil Restoration; Compaction; Weed Control. Outside of the Project Site, Lessee shall use commercially reasonable efforts to minimize any damage to and disturbance of growing crops and crop land caused by its construction activities and will work with Owner to minimize areas of potential soil compaction. Lessee shall not remove topsoil from the Property, and shall replace removed topsoil to the location from which it was removed to the extent practicable, or such other location on the Property as may be reasonably requested by Owner. Upon completion of construction on the Property, Lessee will restore the soil surface on any portion of the Property disturbed by Lessee that is outside of the Project Site or the boundaries of any Related Facilities. In addition, if such disturbed area was in pasture prior to construction, Lessee will re-plant native or similar grass seed on such portion of the Property. If Lessee causes compaction of any previously cultivated part of the Property located outside of the Project Site or the boundaries of any Related Facilities, Lessee will "rip" such portion of the Property in at least three passes to a depth of at least 18 inches. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to control weeds within the Project Site, the portions of the Property where Related Facilities have been installed, and in areas disturbed by Lessee's construction on the Property. Owner may spray to control weeds up to the edge of the Project Site.

(c) Underground Lines and Drainage Tiles. During construction on the Property, Lessee will promptly repair any damage to underground drainage tiles or waterways caused by the construction activities of Lessee, and such repairs will be done by a qualified professional. Lessee shall have a continuing obligation to effect repairs to drainage tiles for any damage provided that such damage is related to the construction activities of Lessee. Once Owner has provided Lessee with written acceptance of the drainage repairs, Lessee shall be relieved of

any obligation to effect further repairs unless Lessee causes new damage to drainage tiles or waterways.

(d) Crop Damage.

[REDACTED]

(e) Gates and Fences. If Owner's Property is fenced, all of Lessee's newly constructed access roads located on the Property shall be gated by Lessee at Lessee's expense, and Owner shall be furnished with keys or other ability to open and close such exterior gates. Lessee shall maintain such gates as part of the Solar Facilities. When installing a gate within Owner's existing fence, Lessee will make such fence cuts, braces, and repairs that will be permanent and remain functional for the remaining life of the fence of which they are part; alternatively, Owner may require Lessee to install a cattle guard in lieu of any internal gate. When accessing the Property, Lessee will close gates used by its personnel except when open to permit the passage of vehicular traffic, so that Owner's or Owner's tenant's livestock do not stray or escape through such gates. Additionally, Owner authorizes Lessee, at Lessee's sole expense, to take reasonable safety and security measures to reduce the risk of damage to Solar Facilities or the risk that Solar Facilities will cause damage, injury or death to people, livestock, other animals and property, including fencing around the Project Site and the perimeter of any electric substation or switchyard, operations or maintenance building, or (during periods of construction) laydown area located outside of the Project Site, as Lessee may deem necessary or appropriate to secure or enclose the same.

(f) Roads. To minimize erosion caused by Lessee's construction of roads on the Property and facilitate natural drainage, Lessee will seek Owner's advice on the design and location of such roads. Lessee will incorporate Owner's advice into the final road design to the extent such advice does not substantially increase construction costs over a design based on good engineering practice, as determined by Lessee in its reasonable judgment. During construction, Lessee will keep Owner's existing site roads used by Lessee in good repair. After the Commercial Operation Date, Lessee will maintain roads used by Lessee on the Property outside of the Project Site to the extent necessary for Lessee's continued use, as reasonably determined by Lessee, and will use commercially reasonable efforts to minimize erosion caused by Lessee's road use. The crown of new roads located in any previously cultivated portion of the Property will be kept to a minimum. Lessee will ensure there is an adequate crossing point for agricultural vehicles over any new roads. New roads used during construction but not required for operations will be reclaimed.

If the installation of Solar Facilities re-routes the natural drainage, causing drainage problems on the Property, Lessee will use commercially reasonable efforts to correct such problems. Except as required during construction, roads shall be limited to twenty feet (20') in width. After construction is complete, Lessee will restore the area of any roads that extend beyond such 20' width limit which were disturbed by Lessee.

(g) Resources. Lessee may use caliche and gravel from the Property, so long as Lessee pays Owner the then current market price, excluding cost of transportation.

(h) Animals. Lessee's employees shall not bring animals onto the Property at any time.

(i) Keeping the Property Clean. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to keep the Property neat and clean (free from debris and waste), and shall remove all refuse, litter and debris created by Lessee and its invitees, licensees, agents and contractors from the Property.

(j) Livestock. Lessee will use commercially reasonable efforts to minimize any interference with Owner's livestock operation.

(k) Timber Property. If Lessee builds Solar Facilities on the Property, Lessee may clear timber as needed for construction and operation of the Solar Facilities. Lessee will give Owner sixty (60) days' written notice before clearing timber from the Property and the Parties will exercise good faith in reaching agreement as to the specifics of timber removal and the location where such felled timber should be set aside. Owner will be responsible for the prompt removal of the cut timber within 45 days after the timber has been cut, and if timely removed, Owner shall retain its full value.

7.7 Hazardous Materials. Lessee shall not violate, and shall indemnify Owner against any liability and expense arising from violation by Lessee of, any federal, state, or local law, ordinance, or regulation promulgated thereunder ("Environmental Laws") relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials in, on or under the Property. This provision shall survive termination of this Agreement. For purposes of this Agreement, "Hazardous Materials" means any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property.

7.8 Noise, Glare and Shadow. Lessee shall have the right in connection with the construction, use and operation of Solar Facilities to emit or cause the emission of noise, to impact Owner's views of and from the Property, and to allow or permit the Solar Facilities to cast shadows and to create, cause and emit glare or shadow onto the Property and Owner's adjacent properties, and similar field effects. OWNER, FOR ITSELF AND ON BEHALF OF ITS SUCCESSORS AND ASSIGNS, HEREBY ACCEPTS SUCH EFFECTS, WAIVES ANY RIGHT TO OBJECT TO SUCH EFFECTS AND RELEASES LESSEE FROM ANY CLAIMS, DAMAGES, LIABILITIES OR LOSSES OWNER MAY INCUR THEREFROM. HOWEVER, NOTHING IN THIS WAIVER REDUCES LESSEE'S INDEMNIFICATION OF OWNER SET FORTH IN SECTION 7.3(A).

8. Owner's Representations, Warranties, and Covenants. Owner hereby represents, warrants, and covenants as follows:

8.1 Owner's Authority. To Owner's knowledge, Owner is the sole owner of the Property and holds fee simple title to the surface estate of the Property. Owner has the unrestricted right and authority and has taken all necessary action to authorize Owner to execute this Agreement and to grant to Lessee the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so and all persons having any ownership interest in the Property (including spouses) are signing this Agreement. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner and the Property in accordance with its terms. Without limiting the foregoing, if a title search shows that the holders of fee simple title to the Property are different from the persons who signed this Agreement as Owner, the persons who signed this Agreement as Owner shall promptly use commercially reasonable efforts to cause all of the holders of fee simple title to the Property to execute an amendment to this Agreement pursuant to which all of such holders of fee simple title to the Property agree to and ratify this Agreement, all at no cost to Lessee.

8.2 Restrictive Covenant - No Interference. Lessee shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance, or operation of Solar Facilities, whether located on the Property or elsewhere; access over the Property to such Solar Facilities; Lessee's rights granted hereunder to use the Property for any other Solar Energy Purposes; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, (a) the activities of Owner shall not disturb or interfere with the unobstructed flow of Solar Energy upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing permanent or temporary buildings, barns, silos or other structures or facilities (collectively, "Owner's Structures") closer than five (5) times the height of any such Owner's Structure from any Solar Generating Equipment of Lessee, whether located on the Property or elsewhere, and (b) Owner shall not engage in any other activity on the Property or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Solar Facilities. The area of land to remain unobstructed by Owner will consist horizontally of the entire Property, and vertically all space located above the surface of the Property. If Lessee builds Solar Facilities on only a portion of the Property, Owner may use the rest of the Property in any manner that complies with the foregoing. In addition, Owner represents that it is not aware of any pending or threatened lawsuits or government actions that might interfere with the construction or operation of Solar Facilities on the Property, or any delinquent taxes affecting the Property.

8.3 Water Rights. Owner shall retain its water rights and the ability to physically remove and contractually sell the water from existing wells on the site, provided that (a) Owner's exercise of its water rights shall not interfere with the construction, installation, maintenance, or operation of Solar Facilities, or access over the Property to such Solar Facilities, or Lessee's rights hereunder to use the Property for any other Solar Energy Purposes.

8.4 Liens and Tenants. Except as disclosed by Owner in writing to Lessee on or prior to the Effective Date, Owner represents that there are no liens, encumbrances, leases, easements, mortgages, deeds of trust, security interests, mineral or gas and gas rights, options, sale contracts, claims, disputes or other exceptions to Owner's fee title ownership of the Property or to

Owner's right, title or interest in the Property (collectively, "Liens"), which are not recorded in the public records of the County in which the Property is located. Lienholders (including tenants), whether or not their Liens are recorded, shall be Owner's responsibility, and Owner shall fully cooperate and assist Lessee in obtaining a non-disturbance agreement from each party that holds a Lien that Lessee determines in its discretion might interfere with Lessee's rights under this Agreement. A non-disturbance agreement is an agreement between Lessee and a lienholder which provides that the lienholder shall not disturb Lessee's possession or rights under this Agreement or terminate this Agreement so long as Owner is not entitled to terminate this Agreement under the provisions hereof. If Owner is unable to obtain any such non-disturbance agreement from a lienholder that holds a mortgage, deed of trust, tax lien or other Lien that is senior to this Agreement (if any), Lessee shall be entitled (but not obligated) to make payments in fulfillment of Owner's obligations to the lienholder and may offset the amount of such payments from amounts due Owner under this Agreement. Owner represents that Owner is not aware of any delinquent taxes affecting the Property.

8.5 Requirements of Governmental Agencies. Owner shall assist and fully cooperate with Lessee, at no out-of-pocket expense to Owner, in complying with or obtaining any land use or siting permits and approvals, property tax abatements, building permits, environmental impact reviews, or any other approvals required for the financing, construction, installation, monitoring, replacement, relocation, maintenance, operation or removal of Solar Facilities (whether located on the Property or elsewhere), including execution of applications for such approvals if required. In connection with any applications for such approvals, Owner agrees at Lessee's request to support such application (at no out-of-pocket expense to Owner) at any administrative, judicial or legislative level, including participating in any appeals or regulatory proceedings. If Owner is contacted directly by any governmental agency about this Agreement, any Solar Facilities or the Property, Owner shall notify Lessee. To the extent permitted by law, Owner hereby waives any setbacks or other restrictions on the location of any Solar Facilities to be installed on the Property or on adjacent properties, including but not limited to waiver of all property line setbacks, pursuant to state or county rules, regulations or ordinances (that is, Owner approves a reduction of each such setback to zero), and Owner shall cooperate with Lessee in providing documentation of such setback waivers and shall execute any documents reasonably requested by Lessee to evidence Owner's waiver of such setbacks.

8.6 Access. Owner hereby grants to Lessee the right of ingress to and egress from Solar Facilities (whether such Solar Facilities are located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time ("Access Easement"). The Access Easement shall include the right to improve existing roads and lanes, shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Access Easement shall expire upon termination or expiration of this Agreement. For the avoidance of doubt, Lessee shall have no right to utilize or disturb land owned by Owner that is not subject to this Agreement.

8.7 Construction Easement. Owner grants Lessee an easement in, over and across the Property ("Construction Easement") which may be utilized on a temporary basis for access, construction laydown or other purposes to facilitate the construction, maintenance or repair of Solar Facilities (whether located on the Property or nearby properties) during any time that Lessee is conducting such work. Lessee shall have the right, at its sole expense, to (a) remove any

existing trees, shrubs, vegetation, structures (as provided at the end of this Section 8.7) or improvements located on a Project Site or the site of Related Facilities that might interfere with construction or operation of Solar Facilities, and (b) change the grade of any part of the Property used as a Project Site, to the extent necessary to construct Solar Facilities, as determined by Lessee. Lessee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying outside of the Project Site during construction. Lessee will comply with Section 7.6 with respect to damage caused by Lessee's use of the Construction Easement. The Construction Easement shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns; and all persons claiming under them. The Construction Easement shall expire upon the termination or expiration of this Agreement. Lessee shall provide Owner with at least 14 days' prior notice before razing or demolishing any structure on the Property. If Owner provides notice to Lessee within such 14 day period that Owner desires to demolish such structures, Owner will have an additional fourteen (14) days from the date of such notice to demolish such structures and remove the materials from the Project Site. If Owner does not timely provide notice of its intent to remove the structure, or does not timely remove the structure, Lessee shall remove the same and allow Owner the opportunity to retain any lumber from such structures.

8.8 Mineral Development. This Agreement is subject to any and all existing mineral reservations and mineral leases granted by Owner or its predecessors-in-interest, which cover some or all of the Property as of the Effective Date. In order to permit the simultaneous use of the Property for Solar Energy Purposes and mineral resource development, Owner and Lessee agree to work cooperatively together to ensure that Owner can benefit from the exploitation of the mineral resources on or under the Property and Lessee can undertake development of Solar Energy projects with reasonable certainty that the exploitation of the mineral resources will not interfere with or adversely affect the Solar Energy projects or unobstructed access to sunlight on the Property. Thus, prior to the issuance of any new mineral lease or to a sale or exchange of minerals under the Property during the Term, Owner will advise and consult with Lessee regarding each such proposed transaction and include in any new lease or sale or exchange documentation, as applicable, a requirement that the buyer, lessee or other party to the minerals transaction waive and release during the Term, any and all rights to enter upon, utilize or disturb the surface area of the Property for any reason whatsoever, including, without limitation, the exploration, drilling or mining of such oil, gas or other minerals; *provided, however*, that foregoing waiver and release shall not preclude the exploration, mining, development, extraction and production of oil, gas, sulphur or other minerals from or under the Property (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) by means of directional or horizontal drilling or utilized or pooled operations with the well and all surface equipment located off the Property, without, in either case, any well bore or mine shaft penetrating any depth beneath the Property above the subsurface depth of five hundred feet (500') feet nor shall such well bore or mine shaft impair the subjacent support of the Property or of any improvements now or hereafter situated on the Property. In addition, upon written request from Lessee, Owner shall (i) cooperate with Lessee in requesting a separate nondisturbance agreement from any existing mineral interest lessee or owner on terms reasonably acceptable to Lessee, and (ii) enforce any rights Owner may have against any such mineral interest lessee or owner in order to provide reasonable accommodation for Lessee to exercise its rights under this Agreement.

8.9 Hazardous Materials.

(a) Owner shall not violate, and shall indemnify Lessee against any such violation of, any Environmental Laws in, on or under the Property. Owner shall promptly notify Lessee of any such violation. This provision shall survive expiration or termination of this Agreement.

(b) To the best of Owner's knowledge, the Property, including, but not limited to, all improvements, facilities, structures and equipment thereon, and the soil and groundwater thereunder, is not in material violation of any Environmental Laws. No release or threatened release of any Hazardous Material has occurred, or is occurring, at, on, under, from or to the Property, and no Hazardous Material is present in, on, under or about, or migrating to or from the Property that could give rise to a claim under Environmental Laws. Neither Owner nor, to the best of Owner's knowledge, any third party has used, generated, manufactured, produced, stored or disposed of on, under or about the Property, or transported to or from the Property any Hazardous Materials in violation of Environmental Laws or in such a manner as to require investigation or remediation of such Hazardous Materials. To Owner's knowledge, there are no storage or other tanks or containers, or wells or other improvements, below the surface of the Property, nor have any storage or other tanks or containers, or wells or other improvements ever previously been located below the surface of the Property. Owner shall be responsible for and/or shall indemnify Lessee for any liability arising out of a violation of any Environmental Laws in, on or under the Property that may exist (whether known or unknown) as of the Effective Date.

8.10 Non-exclusive Grant of Rights. Owner hereby grants Lessee a non-exclusive right, privilege, license and easement covering all of the following:

(a) Any and all easements, rights-of-way, rights of entry, hereditaments, privileges and appurtenances benefiting, belonging to or inuring to the benefit of Owner and pertaining to the Property.

(b) Any and all right, title and interest of Owner in and to any land in the bed of any street, road, avenue or alley (open, proposed or closed) in front of or adjoining the Property and any and all right, title and interest of Owner, in and to any rights-of-way, rights of ingress or egress, or other interests in, on, or to any land, highway, street, road, avenue or alley (open, proposed or closed) in, on, or across, in front of, abutting, or adjoining the Property. For the avoidance of doubt, this Lease provides Lessee no right to utilize or disturb land owned by Owner, or any party related thereto, that is not subject to this Agreement.

(c) Any and all right, title and interest of Owner, in and to any strips or gores of land adjacent or contiguous to the Property, whether those lands are owned or claimed by deed, limitations, or otherwise.

8.11 Hunting. Lessee hereby acknowledges Owner's hunting rights on the Property throughout the term of this Agreement, *provided* that (a) hunting by Owner, its employees, licensees, invitees or agents shall be done in a safe manner and shall not interfere with Lessee's use of the Property, (b) for safety reasons, after the Start of Construction and before the Commercial Operation Date, and at any other times when Lessee is present on the Property (provided Owner is notified at least 24 hours' in advance of Lessee's presence on the Property, except in the case of emergency for which no notice is required), hunting by Owner, its employees,

licensees, invitees or agents is prohibited. Owner specifically agrees to defend, indemnify, and hold Lessee harmless against any and all losses, costs, liabilities, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, damage or harm to Lessee, its employees, licensees, invitees or agents resulting from or arising out of or in connection with hunting activities by Owner, its employees, licensees, invitees or agents on the Property.

9. Assignment.

9.1 Assignments by Lessee. Lessee and any Assignee (as hereinafter defined) shall have the right, without obtaining the consent of Owner, to do any of the following with respect to all or any portion of its right, title and/or interest in and to this Agreement, the Lease, the Property, any Project Site and/or any Solar Facilities: (a) grant subleases, separate easements, co-easements, subeasements, licenses or similar rights (however denominated) to one or more Assignees, (b) collaterally assign, mortgage, encumber, pledge or transfer all or any portion of its right, title or interest therein to one or more parties providing financing to Lessee, and/or (c) sell, lease, assign, transfer or otherwise convey all or any portion of its right, title or interest therein to one or more Assignees. Lessee or an Assignee that has assigned an interest hereunder will give notice of such assignment (including the address of the assignee thereof for notice purposes) to Owner, *provided* that failure to give such notice shall not constitute a default under this Agreement but rather shall only have the effect of not binding Owner with respect to such assignment until such notice shall have been given. For purposes of this paragraph, an “Assignee” is any of the following: (i) any one or more parties involved in the development, financing or refinancing of any Solar Facilities, including, without limitation, any lender to or investor in, or purchaser or lessee of, Solar Facilities; (ii) any one or more parties involved in financing or refinancing the development of any Solar Facilities, or any purchaser or owner of Solar Facilities; (iii) a corporation, partnership or limited liability company now existing or hereafter organized (including Lessee) in which Lessee or any of its owners, or any affiliate or partner of either, owns (directly or indirectly) a controlling interest at the time of assignment; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation, partnership or limited liability company; or (v) a corporation, partnership, limited liability company, or other entity that acquires all or substantially all of Lessee’s business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means.

9.2 Assignee Obligations. No Assignee shall have any obligation or liability under this Agreement prior to the time that such Assignee takes actual physical possession of the Property. An Assignee shall be liable to perform obligations under this Agreement only for and during the period such Assignee is in possession of the Property. Any assignment permitted hereunder shall release the assignor from assigned liabilities of Lessee under this Agreement when the Assignee agrees in writing to perform the assigned obligations, if such Assignee either (a) is at least as creditworthy as the assignor at the time of the assignment, or (b) owns or holds, or will own or hold, a majority or controlling interest, directly or indirectly, in a substantial portion of the Solar Facilities including Solar Generating Equipment located on the Property.

9.3 Right to Cure Defaults. To prevent termination of this Agreement or any partial interest therein, Lessee (or any Assignee) shall have the right, but not the obligation, at any time prior to the termination, to pay any or all amounts due hereunder, and to do any other act or thing required of any Assignee or Lessee hereunder or necessary to prevent the termination of this Agreement or any partial interest therein. A default of the holder of a partial interest in this Agreement will not be considered a default by the holder of any other partial interest in this

Agreement, and the non-defaulting holder's partial interest shall not be disturbed. If Lessee or an Assignee holds an interest in less than all of this Agreement, the Property or the Solar Facilities, any default under this Agreement shall be deemed remedied, as to Lessee's or such Assignee's partial interest, and Owner shall not disturb such partial interest, if Lessee or the Assignee, as the case may be, shall have cured its *pro rata* portion of the default by paying the fees attributable to the portion of the Project Site (based on its percentage of total Project Site acreage) in which Lessee or the Assignee, as the case may be, holds an interest. For the avoidance of doubt, for purposes of this Section 9.3, no Lessee shall be allowed to cure its *pro rata* portion of a default with respect to an undivided interest in Solar Generating Equipment installed on the Property.

9.4 Intentionally Omitted.

9.5 Transfers by Owner. Owner shall have full right and authority to sell, convey, mortgage, or transfer to one or more transferees, all of Owner's right, title and interest in and to the Property, but any such sale or other transfer shall be subject to the Construction Easement, the Transmission Easement, the Access Easement and this Agreement.

10. Transmission.

10.1 Grant of Transmission Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner, Owner hereby grants to Lessee an exclusive easement ("Transmission Easement") in, on, along, over, above, across and under the Property for the right to erect, construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time in connection with Solar Energy Purposes, whether carried out on the Property or elsewhere: (a) a line or lines of poles or towers, together with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes for use directly related to other Solar Energy Purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said poles, towers, wires and cables on, along and in the Property, including beneath the bed of any road located on the Property; and (b) one or more electric inverters, substations or interconnection or switching facilities from which Lessee or others that generate energy may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, together with the appropriate rights-of-way, on, along and in the Property. Said poles, towers, wires, cables, substations, facilities and rights-of-way are herein collectively called the "Transmission Facilities."

10.2 Access. The Transmission Easement also includes the right of ingress to and egress from the Transmission Facilities (whether located on the Property or elsewhere), over and along the Property by means of roads and lanes thereon if existing or otherwise by such route or routes as Lessee may construct from time to time.

10.3 Assignment in Connection with Transmission Lines.

[REDACTED]

[REDACTED]

10.4 Term; Assignment. The term of the Transmission Easement shall expire upon expiration or termination of this Agreement, except that if Owner grants a utility or other duly authorized entity any rights pursuant to Section 10.3, then the term of the Transmission Easement shall be perpetual. Lessee (and any Assignee) shall have the right, without need for Owner's consent, to assign or convey all or any portion of the Transmission Easement to an Assignee on an exclusive or nonexclusive basis. The Transmission Easement shall run with the Property and inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

11. Mortgagee Protection. [REDACTED]

11.1 Leasehold Mortgagee's Right to Possession, Right to Acquire and Right to Assign. [REDACTED]

11.2 Notice of Default: Opportunity to Cure [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11.3 New Lease or Easement to Mortgagee. If this Agreement or a partial interest herein terminates because of Lessee's default or if any leasehold and/or easement estate is foreclosed, or if this Agreement or a partial interest herein is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Owner shall, upon written request from any Leasehold Mortgagee within 90 days after such event, enter into a new agreement ("New Lease") for the Property or portion thereof, on the following terms and conditions:

(a) The terms of the New Lease shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the term of this Agreement, subject to the same terms and conditions set forth in this Agreement as are applicable to such interest, as if this Agreement had not been terminated.

(b) The New Lease shall be executed within 30 days after receipt by Owner of written notice of the Leasehold Mortgagee's election to enter into a New Lease, provided such Leasehold Mortgagee: (i) pays to Owner all rent and other monetary charges payable by Lessee under the terms of this Agreement up to the date of execution of the New Lease, as if this Agreement or applicable interest therein had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Lessee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Leasehold Mortgagee within 120 days of the termination, foreclosure, rejection, or disaffirmance; and (iii) agrees in writing to perform, or cause to be performed within a reasonable period of time, all non-monetary obligations which have not been performed by Lessee and which should have been performed under this Agreement or the partial interest therein up to the date of commencement of the New Lease, except those obligations which constitute non-monetary defaults not susceptible to cure. Any New Lease granted to the Leasehold Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrances or other interest created by Owner.

(c) At the option of the Leasehold Mortgagee, the New Lease may be executed by a third party designated by such Leasehold Mortgagee, without the Leasehold Mortgagee assuming the burdens and obligations of Lessee thereunder.

(d) The provisions of this Section 11.3 shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 11.3 were a separate and independent contract made by Owner, Lessee and such Leasehold Mortgagee, and, from the date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such New Lease, such Leasehold Mortgagee may use and enjoy said Property without hindrance by Owner or any person claiming by, through or under Owner, provided that all of the conditions for a New Lease as set forth herein are complied with.

11.4 Leasehold Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as there exists a Leasehold Mortgage, this Agreement shall not be modified or amended with respect to the interest in this Agreement encumbered by such Leasehold Mortgage and Owner shall not accept a surrender of the Property or any part thereof or a cancellation, termination or release of this Agreement from Lessee prior to expiration of the term without the prior written consent of

any Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by such Leasehold Mortgagee.

11.5 Estoppel Certificates, Etc. Owner shall execute such (a) estoppel certificates (certifying as to such matters as Lessee may reasonably request, including, without limitation, that no default then exists under this Agreement, if such be the case); (b) consents to assignment, (c) non-disturbance agreements (respecting other property as to which Owner or its affiliates may have lease, use or other rights), and (d) documents reasonably required by a title insurance company, in each case as Lessee or any Assignee may reasonably request from time to time. Owner shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Lessee or any Assignee for the purpose of implementing the terms and conditions contained in this Agreement or of preserving a Leasehold Mortgagee's security interest, provided that any amendment is at no out-of-pocket cost to Owner and this Agreement shall not be modified or amended in a manner which would materially and adversely affect Owner. Notwithstanding any provision of this Agreement, the Parties agree that this Agreement shall not be modified or amended prior to expiration of the Term in a manner which would materially and adversely affect any Assignee without such Assignee's prior written consent. The previous sentence is for the express benefit of, and shall be enforceable by, each Assignee.

12. Default and Termination.

12.1 Lessee's Right to Terminate

[REDACTED]

12.2 Owner's Right to Terminate.

[REDACTED]

12.3 Effect of Termination

[REDACTED]

[REDACTED]

12.4 Security for Removal

[REDACTED]

13. Miscellaneous.

13.1 Force Majeure. If performance of this Agreement or of any obligation hereunder is prevented, or materially hindered by reason of an event of Force Majeure (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention or material hindrance. The affected Party shall use reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. “Force Majeure” means fire, earthquake, flood, drought, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; strikes or labor disputes; war, civil strife, sabotage, vandalism, or other violence; any law, order, proclamation, regulation, ordinance, action, demand, approval, delay, moratorium, permit or requirement of any government

agency or utility; or any other act or condition beyond the reasonable control of the Party claiming Force Majeure.

13.2 Confidentiality. Owner shall maintain in the strictest confidence, for the sole benefit of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee or discovered by Owner, unless such information either (a) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents, or (b) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity, or (c) is required to be disclosed by a court or governmental agency; *provided however*, that Owner may disclose the financial terms of this Agreement to Owner's family members; consultants, accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; prospective buyers of the Property; or lenders that may have a mortgage on the Property. Lessee shall maintain in confidence, and shall not publish or otherwise disclose, information pertaining to the financial terms of this Agreement except as necessary in connection with Lessee's development, construction, operations or financing activities or in connection with any assignment. The provisions of this Section 13.2 shall survive the termination or expiration of this Agreement.

13.3 Successors and Assigns. This Agreement and any right, title or interest hereunder shall inure to the benefit of and be binding upon Owner and Lessee and, to the extent provided in any assignment or other transfer under Section 9, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Lessee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in this Agreement as to all or a portion of the Property and actually are exercising rights under this Agreement to the extent consistent with such interest. The Parties agree and intend that the provisions of this Agreement shall be covenants running with the land and that they touch and concern the land because they determine how the Parties will use the Property and its resources, including payment for those resources and use of the Property. The Parties further agree and intend that any conveyance, assignment, sale or other transfer of all or a portion of either Party's rights or interests covered by and permitted under this Agreement shall include and be subject thereto because the provisions of this Agreement are covenants that run with the land. As covenants running with the land, the Parties intend that should either no longer share privity of estate with the other, its rights and obligations in this Agreement pass to the person or entity that shares privity of estate and assumes the role of Owner or Lessee. As a result, any Party who ceases to have privity of estate under this Agreement shall bear no liability or any obligation for the terms hereunder after the date on which privity ends. The privity of contract between the current Parties shall not change this result because the Parties do not intend the use of identifiers like Owner or Lessee to bind those specific Parties upon any transfer, conveyance, assignment, sale or other transfer covered by and permitted under this Agreement.

13.4 Notices. All notices, requests and other communications required or permitted by this Agreement shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, certified, and addressed as follows:

If to Owner:

If to Lessee:

Board Farm, LLC
Kerry Ryan Kasey
Kevin Lee Kasey
PO Box 55
Irvington, KY 40166

Telephone:
Email:
If to any Assignee:

OSER LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attn: General Counsel

[REDACTED]
[REDACTED]

At the address indicated in the notice to Owner provided under Section 9.1.

Payments to Owner shall be mailed to Owner's address above and made out to Owner, unless Owner directs Lessee otherwise in writing. For the purpose of notices to be given by Owner, Owner designates the person to whom notices are given hereunder as its primary contact, and Lessee shall be entitled to rely on any notices given by such individual in writing as if given in writing by all of the persons or entities constituting Owner. Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph. Any notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such notice is only mailed by certified mail, in which case it shall be deemed to be received five business days after the date it is mailed.

13.5 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Owner and Lessee respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

13.6 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state or federal courts located in Louisville, Kentucky. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the Court. In no event shall either Party be liable under this Agreement for consequential, punitive, special, incidental or indirect damages.**

13.7 Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the Term of this Agreement, the Construction Easement, the Transmission Easement or the Access Easement be longer than, respectively, the longest period permitted by applicable law.

13.8 No Partnership. Neither the provisions of this Agreement, nor the provisions of any other agreements referenced herein, nor any acts of the Parties, nor any other circumstances shall be deemed to create a partnership or joint venture between the Parties with respect to the Property or the Solar Facilities for any purposes whatsoever. Each Party shall, in connection with this Agreement, the Property, or the Solar Facilities, take reasonable steps in dealing with third parties to negate any inference that such partnership or joint venture exists.

13.9 Memorandum. Neither Owner nor Lessee shall record this Agreement in its entirety. The Parties agree that a Memorandum of Lease shall be recorded in the real property records of the County where the Property is located (“Real Property Records”) at Lessee’s expense, in a form reasonably acceptable to both Parties, which form shall not contain any of the financial provisions hereof. In the event of any inaccuracy in Exhibit A, Lessee may modify the Exhibit to correct any non-substantive errors and shall notify Owner of such modification. For the avoidance of doubt, any substantive modification or correction to Exhibit A shall require the mutual agreement of the Parties.

13.10 Tax and Renewable Energy Credits. If under applicable law, the holder of a lease becomes ineligible for any tax credit, renewable energy credit, environmental credit or any other benefit or incentive for renewable or low carbon energy established by any local, state or federal government, then, at Lessee’s option, Owner and Lessee shall exercise good faith and negotiate an amendment to this Agreement or replace it with a different instrument so as to convert Lessee’s interest in the Property to a substantially similar interest that makes Lessee eligible for such credit, benefit or incentive, provided that such amendment does not change the terms of this Agreement in a way that is materially adverse to Owner.

13.11 Further Assurances. From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments, documents and actions specifically provided for herein, as such other Party may reasonably request in order to effectuate the provisions of this Agreement, consummate the transactions contemplated herein, or confirm or perfect any right, restriction or interest to be created or transferred hereunder or pursuant to these transactions.

13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

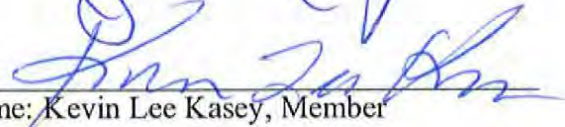
[Signatures to follow on next page.]

IN WITNESS WHEREOF, Owner and Lessee, individually or through duly authorized representatives, hereby execute this Agreement and certify that they have read, understand and agree to the terms and conditions of this Agreement.

“Owner”

Board Farm, LLC, a Kentucky limited liability company

By: 
Name: Kerry Ryan Kasey, Member

By: 
Name: Kevin Lee Kasey, Member

[Signatures continued on following page.]

“Lessee”

**OSER LLC,
a Delaware limited liability company**

By: 
Name: Michael Haas
Title: President

EXHIBIT A

Legal Description of the Property

ALL THAT CERTAIN real estate lying and being situated in Breckinridge County, Kentucky, being more particularly bounded and described as follows:

Real Property Tax Parcel No. 123-4

BEGINNING at a stake on the Northeast side of the Norton lane 300 feet from the North Right of Way of U.S. Highway 60 and on the North side of a 40 foot Proposed Street. Thence with the North Side of the Norton lane N 39° W 1500 feet, thence N 36° 30' W 1150 feet to a post corner to Norton, thence with Norton's line N 47° E 948 feet to a post corner to Norton, thence S 43° E 266 feet to a post, thence N 49° E 330 feet to a post near a pond Norton corner, thence with Norton's line N 42° 30' W 1515 feet to a stone, thence with Norton's line N 52° E 440 feet to a post, thence N 6° W 32 feet to a post corner to C.A. Van Lahr, thence with Van Lahr's line N 77° E 1273 feet to a post corner to Edwards, thence with Edward's line S 39° E 1660 feet to a stake corner to G. O. Haynes, thence with Hayne's line following the Power pole S 20° 15' W 1803 feet to a stake on the Northeast side of Hillview Drive, thence with Hillview Drive N 40° 30' W 225 feet to a stake, thence with the Housing Project line S 49° 25' 50" W 240 feet to a concrete marker, thence with the Housing Project line S 40° 30' E 1000.05 feet to a concrete marker on the North Side of the 40 foot proposed Street, thence with the proposed Street S 49° 25' W 940 feet to the beginning.

BEING the same property conveyed to Irvington K & K Enterprises, LLC by deed from Kevin L. Kasey and Leslie Kasey, his wife, and Kerry R. Kasey and Martha N. Kasey, his wife, dated January 2, 1996 and recorded in Deed Book 237, page 510, Breckinridge County Clerk's Office.

(In the event of any inaccuracies or insufficiencies in the above legal description, Lessee may modify this Exhibit A to correct such inaccuracies or insufficiencies)

Recording Requested By and
When Recorded Return to:

Merino Solar LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
[REDACTED]
Attn: General Counsel

#KY-MEA1-138T
Meade County, Kentucky

EASEMENT AGREEMENT
FOR COLLECTION FACILITIES

THIS EASEMENT AGREEMENT FOR COLLECTION FACILITIES (this “Agreement”) is made, dated and effective as of December 9, 2020 (the “Effective Date”), between **Ann Marie Cannon, a married woman as her separate property, Amy Brennan, a married woman who acquired title as Amy Elizabeth Owens, as her separate property, and Rosemary M. Owens, a widow** (collectively “Owner”), and **Merino Solar LLC, a Delaware limited liability company** (“Grantee”).

Owner is the sole owner of certain real property consisting of approximately 87.00 acres of land in Meade County, Kentucky, as more particularly described in Exhibit A attached hereto and made part hereof (the “Property”), and Grantee desires to use a portion of the Property for collection facilities in connection with a solar farm being developed by Grantee (the “Solar Farm”). The Property is a part of the same property conveyed to Owner by deed dated November 11, 1968, and recorded of record in Deed Book 111, Page 535, and deed dated February 17, 1977, and recorded of record in Deed Book 138, Page 25, in the office of the County Clerk of Meade County, Kentucky.

For good and valuable consideration, the legal sufficiency of which is hereby acknowledged by both parties, Owner and Grantee agree as follows:

1. Addresses. All notices, requests and communications in connection with this Agreement shall be addressed as follows:

If to Owner: Rosemary M. Owens
 Ann Marie Cannon
 Amy Brennan
 PO Box 367
 Irvington, KY 40146

If to Grantee: Merino Solar LLC

c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attention: General Counsel

2. Grant of Collection Easement. Owner grants to Grantee an easement (the "Collection Easement") in, on, under, along and across a portion of the Property approximately ninety-five (95) feet wide (such portion of the Property, the "Collection Easement Area") for the right to construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time: underground wires and cables, for the collection and transmission of electrical energy and/or for communication purposes, and all necessary and proper appliances, fixtures and surface markers for use in connection with said wires and cables in, on, under, along and across the Collection Easement Area. Said wires, cables, appliances, fixtures, surface markers, and related facilities are herein collectively called the "Collection Facilities." The Collection Easement Area will be located within the "Easement Corridor" shown on the map attached hereto as Exhibit A-1. The Collection Easement shall expire upon termination or expiration of this Agreement

3. Payment. In consideration of the rights granted hereunder, Grantee agrees to pay Owner during the Term the amounts set forth in the Fee Schedule attached hereto (the "Fee Schedule").

4. Early Termination. If Grantee has not commenced construction of the Solar Farm ("Start of Construction") prior to the seventh anniversary of the Effective Date, Owner may terminate this Agreement by written notice to Grantee within 60 days of such anniversary, and upon such termination, there shall be no further obligations of either party; *provided, however,* that upon payment of the amount set forth in the Fee Schedule, Grantee may extend such seventh anniversary date to the tenth anniversary of the Effective Date. Grantee shall notify Owner of its commencement of construction on the Property.

5. Term and Termination.

5.1. Unless earlier terminated, this Agreement shall be for an initial term (the "Term") commencing on the Effective Date and continuing until the later of (a) 30 years after the first day of the calendar month following the month in which Grantee's Solar Farm begins delivering commercial quantities of electricity to the electric utility grid, or (b) 40 years after the Effective Date. Unless earlier terminated, Grantee may elect to extend the Term for one or two additional 10-year terms commencing on the last day of the Term or the tenth anniversary of such day, respectively, upon at least 30 days' notice to Owner.

5.2. An "Event of Default" shall exist under this Agreement if: (1) (A) Grantee fails to pay Owner any amount due hereunder, or (B) Grantee defaults in the performance of any other material covenant or agreement contained in this Agreement, and (2) either such default in (A) and (B) hereof continues uncured for a period of 60 days after written notice thereof from Owner to Grantee, unless such default cannot be reasonably cured within such 60-day period, in which case no Event of Default shall exist if Grantee, within such 60-day period, commences to cure such default and thereafter prosecutes the cure of such default in good faith and with due diligence. Upon the occurrence of an Event of Default, Owner may terminate this Agreement by

recording in the real property records of the county in which the Property is located (the “County Records”) a declaration stating that this Agreement has terminated by reason of the occurrence of an Event of Default. Grantee may terminate this Agreement as to all or any part of the Property at any time upon notice to Owner.

5.3. Upon the expiration or earlier termination of this Agreement, Grantee shall promptly de-energize any electrical lines or facilities in, on or over the Collection Easement Area, remove the Collection Facilities from the surface of the Collection Easement Area, and restore said surface to substantially the same condition as the Collection Easement Area was in on the date construction of Collection Facilities commenced thereon.

6. Construction Activities.

6.1. Construction Activities. During construction or reconstruction of the Collection Facilities, Grantee may use for such purposes an additional 50 feet of land on either or both sides of Collection Easement Area. Grantee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying more than five feet from the edge of the Collection Easement Area during construction.

6.2. Drainage Tiles.

(a) At Grantee’s option, either (i) Grantee will hire a local tiling firm to do any trenching work on the Property in connection with the installation of underground power lines, or (ii) Grantee will allow all of the landowners in the Project collectively to select a local tiling consultant to be present during trenching work for the Project, and Grantee will pay such consultant at standard local long-term rates. Grantee will install its underground power lines at least five feet below the soil surface so long as soil conditions do not make it commercially impracticable to do so, unless Owner consents to a lesser depth. During construction, if Grantee encounters underground drainage tiles while trenching for underground lines, Grantee shall install its underground lines below the drainage tiles unless the drainage tiles are six feet or more below the surface, in which case Grantee shall install its underground lines above the drainage tiles.

(b) After the Commercial Operation Date, Grantee shall provide Owner with a site map showing the “as built” location of the underground lines on the Property (using GPS coordinates), and such “as built” site map shall include notations identifying the depth of all underground tiles and underground lines at any location where such items cross (using GPS coordinates with a deviation no greater than one inch). Grantee will also place field markers at the edge of fields and take any other measures that are required by the IUPPS or county permits to mark the location of the underground lines, provided that marker tape placed in the trenches for the underground lines shall be at a depth no less than two feet above the underground lines and at least two feet below the soil surface. After Owner’s receipt of the “as built” site map, Owner shall notify Grantee at least seven days in advance of installing or repairing underground drainage tiles or doing other soil-disturbing activities at a depth greater than two feet below the soil surface in a location above or near Grantee’s underground lines. Within seven days of Grantee’s receipt of such notice from Owner (or promptly, in the case of an emergency described by Owner), Grantee, using its “as built” site maps, shall confirm for Owner the actual depth of the marker tape and underground lines in the location of the proposed installation or repair work. If the entirety of

Owner's proposed installation or repair work will be conducted at a depth above the marker tape, then Owner may conduct such work without a representative of Grantee present and without further notice to Grantee, and Grantee shall be responsible for any damage to underground lines caused directly and solely by any inaccuracies in Grantee's notification of the depth of the marker tape and underground lines in the location of the work. If any of Owner's proposed installation or repair work will be conducted at a depth below the marker tape, then within 30 days of such notification, Grantee will send out a field representative to uncover the affected Grantee underground lines so that Owner can complete its soil-disturbing activities in a safe and professional manner; provided that Grantee shall not be required to so uncover its underground lines in response to Owner's notification more than two times per year (except in the case of an emergency). Owner shall deliver to Grantee's field representative a signed acknowledgement as soon as Grantee's field representative uncovers each such underground line, whereupon Owner shall indemnify Grantee for any damage to or interruption in service of such underground line(s). Owner shall be responsible for replacing all marker tape in the trenches for the underground lines so that such marker tape remains in the same location as it was located prior to Owner's work.

(c) Upon completion of construction on the Property, Grantee will promptly repair any damage to underground drainage tiles or waterways caused by the construction activities of Grantee pursuant to Section 13 below. Such repair shall in any event be completed within one year from the date such damage occurred. Grantee shall have a continuing obligation to effect repairs to drainage tiles for any damage which persists beyond one year provided that such damage is related to the construction activities of Grantee. Once Owner has provided Grantee with written acceptance of the drainage repairs, Grantee shall be relieved of any obligation to effect further repairs unless Grantee shall cause new damage to drainage tiles or waterways.

6.3. Soil. Upon completion of construction on the Property, Grantee will restore the soil surface on any portion of the Property disturbed by Grantee more than five feet from the edge of the Collection Easement Area. If Grantee causes compaction of any cultivated part of the Property located more than five feet from the edge of the Collection Easement Area, Grantee will "rip" such portion of the Property in at least three passes to a depth of at least 18 inches.

7. Access. The Collection Easement is also for the right of ingress to and egress from the Solar Farm or the Collection Facilities (whether located on the Property, on adjacent property, or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time. Grantee will solicit Owner's advice and input, before finalizing the location of any new roads, and the final location of new roads to be installed on the Property shall be subject to Owner's consent. The foregoing access rights include the right to improve and maintain existing roads and lanes.

8. Ownership of Collection Facilities; Taxes. Owner shall have no ownership or other interest in any Collection Facilities installed on the Property. Grantee may remove any or all Collection Facilities at any time in accordance with the terms hereof. Grantee shall pay personal property taxes, if any, attributable to Collection Facilities and other improvements to the Property installed by Grantee. Grantee shall also pay or reimburse Owner for any increase in real property taxes levied against the Property as a result of Grantee's installations. Owner shall pay all taxes, assessments or other fees attributable to facilities installed by Owner or others on the Property or to the underlying value of the Property itself.

9. Owner's Right to Use the Property; No Interference. Any right not specifically granted herein to Grantee is reserved by Owner. Owner retains the right to use the Property for all purposes not inconsistent with the rights granted to Grantee by this Agreement, *provided* that Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance, or operation of Collection Facilities, whether located on the Property or elsewhere; access over the Property to Collection Facilities; or the undertaking of any other activities permitted hereunder.

10. Costs and Maintenance. All costs and expenses incident to the construction, reconstruction, relocation, replacement, removal, maintenance and use of the Collection Facilities, including the trimming and cutting of any tree roots and underbrush shall be borne by Grantee. Grantee shall have the right to make all foreseen and unforeseen and ordinary and extraordinary changes and repairs which may be required to the Collection Facilities, and to maintain and keep the Collection Easement Area in good order, repair and condition, including but not limited to trimming, cutting and removing tree roots and underbrush anywhere on the Property as reasonably necessary if any roots or other parts are within the Collection Easement Area. When Grantee performs such maintenance activities, Grantee shall remove all debris created (such as, but not limited to, tree roots, underbrush, etc.) and dispose of such debris offsite.

11. Compliance with Laws; Setback Waiver. Grantee shall comply with all laws, regulations and rules governing the construction, reconstruction, relocation, replacement, removal, maintenance and use of the Collection Facilities. Owner hereby waives any setbacks that otherwise restrict the location of any solar equipment or Collection Facilities to be installed on the Property or on adjacent properties, including but not limited to waiver of all property line setbacks, pursuant to state or county rules, regulations or ordinances (that is, Owner approves a reduction of each such setback to zero), and Owner shall cooperate with Grantee in obtaining written waivers of such setbacks and shall execute any documents reasonably requested by Grantee to evidence Owner's waiver of such setbacks.

12. Assignment. Grantee may assign this Agreement or its rights with respect to the Collection Easement, in whole or in part, without the need for Owner's consent. This Agreement and all easements and rights granted herein, including the Collection Easement, shall burden the Property and shall run with the Property. This Agreement and the Collection Easement shall inure to the benefit of, and be binding upon, Owner and Grantee and their respective transferees, heirs, successors and assigns and all persons claiming under them. Any sale or other transfer of the Property by Owner shall be subject to the Collection Easement and this Agreement. References to Grantee in this Agreement shall be deemed to include its assignees in possession of the Property.

13. Indemnity. (a) Grantee shall, at all times, save and hold harmless and indemnify Owner, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions to the extent caused by the negligence or willful misconduct of Grantee, its officers, partners, agents, contractors and employees, including, but not limited to, (i) all claims for personal injuries and property damage more than five feet from the edge of the Collection Easement Area, (ii) damage to Owner's existing growing crops, (iii) damage to Owner's drainage tiles and waterways (which damage shall be repaired by Grantee, including use of a double wall pipe technique or placement of suitable fill material under the repaired or replaced tile as necessary to minimize settling, in Grantee's reasonable judgment in consultation with Owner), and (iv) the costs associated with soil compaction (as determined under Section 4(a) in the Fee Schedule). The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and the like that may result from Owner's loss of use of the Collection Easement Area. (b) Owner shall, at all times, save and hold harmless and indemnify Grantee, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions, including, but not limited to, all claims for personal injuries and property damage within the Collection Easement Area, to the extent caused by the negligence or willful misconduct of Owner, its officers, partners, agents, contractors and employees.

14. Financing.

14.1. Grantee may collaterally assign, mortgage or otherwise encumber its interest in the Collection Easement and this Agreement to a Financing Party (as hereinafter defined) under a Mortgage (as hereinafter defined). The term "Financing Party" means (i) any institution (including any trustee or agent of behalf of such institution) providing debt or other financing (including easement financing) to or for the benefit of Grantee or its successors or assigns, (ii) any counterparty under a power purchase agreement, renewable energy agreement or similar agreement that has been provided a Mortgage (as defined herein) by Grantee to secure obligations owing to such counterparty, and (iii) any tax equity investor in Grantee (until the "DRO Zero Date" or similar date that such tax equity investor has received a specified after-tax rate of return on its investment and has a balance in its respective capital account of at least zero). The term "Mortgage" shall mean any mortgage, deed of trust, deed to secure debt or other security instrument by which Grantee's interest in this Agreement, the Collection Easement, the Collection Facilities, or the Property is collaterally assigned, mortgaged, pledged, conveyed, assigned or otherwise transferred or encumbered to secure a debt or other obligation to a Financing Party. A Financing Party who provides written notice to Owner of its Mortgage (if applicable), or of its position as a Financing Party, along with its address for notices, shall be referred to as "Lender."

14.2. Owner, upon providing Grantee any notice of (i) default under this Agreement or (ii) termination of this Agreement, shall at the same time provide a copy of such notice to each Lender. Such Lender shall have the same period, after the giving of such notice, for remedying any default or causing the same to be remedied (but shall have no obligation to remedy or cause the remedy of any default), as is given Grantee after the giving of such notice to Grantee to remedy the default specified in any such notice. Owner shall accept such performance by or at the instigation of such Lender as if the same had been done by Grantee.

14.3. Owner shall execute such (a) estoppel certificates (certifying as to such matters as Grantee may reasonably request, including, without limitation, that no default then exists under this Agreement to Owner's knowledge, if such be the case); (b) consents to assignment, (c) non-disturbance agreements, and (d) documents reasonably required by a title insurance company, in each case as Grantee or any Lender may reasonably request from time to time.

15. Miscellaneous.

15.1. Notices. All notices, requests and communications ("Notice") under this Agreement shall be given in writing, by (i) personal delivery (confirmed by the courier delivery service), (ii) facsimile and confirmed in writing by first class mail, or (iii) first class certified mail, postage prepaid, to the individuals and addresses indicated in Section 1 above. Any Notice to a Lender of an Event of Default or termination of this Agreement shall be delivered to the address indicated in Lender's notice sent to Owner under Section 14.1 hereof. Except as expressly provided herein, any Notice provided for herein shall become effective only upon and at the time of first receipt by the party to whom it is given, unless such Notice is only mailed by certified mail in which case it shall be deemed to be received five business days after the date that it is mailed. Any party may, by Notice to the other party, change the individual address to which Notices shall thereafter be sent.

15.2. Governing Law; Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either party shall not be employed in the interpretation of this Agreement, and is hereby waived. Each party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the Court. In no event shall either party be liable under this Agreement for consequential, punitive, special, incidental or indirect damages.

15.3. Integration; Amendment. This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement between the parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. This Agreement may not be amended or modified except by a written agreement signed by the parties hereto.

15.4. Recording; Collection Easement Area; Corrections. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the County Records. From time to time, Grantee may send a Notice to Owner containing a map or legal description of the Collection Easement Area and such map or legal description shall be attached to this Agreement as Exhibit B. Grantee may record such Exhibit B in the County Records without the need for Owner's consent, so long as the location of the Collection Easement Area as shown or described in such Exhibit B is consistent with the provisions of Section 2. In the event of any inaccuracy or insufficiency in the description of the Property or Collection Easement Area in Exhibit A or Exhibit B, respectively, or in the description of the parties in whom title to the Property is vested, Grantee may record in the County Records an amendment or correction of this Agreement or of Exhibit A or Exhibit B, respectively, to correct such inaccuracy or insufficiency.

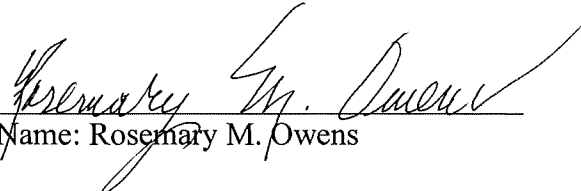
15.5. Taxes. Grantee shall pay property taxes, if any, attributable to Collection Facilities installed by Grantee.

15.6. Counterparts. This Agreement may be executed in multiple counterparts, no one of which need be executed by all parties hereto, and each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

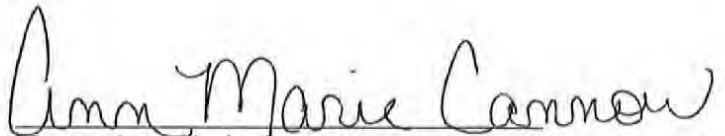
[Signatures on following page]


IN WITNESS WHEREOF, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

“OWNER”


Name: Rosemary M. Owens

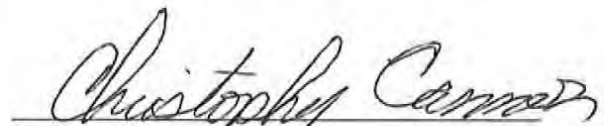
[Signatures continued on following page.]


Name: Ann Marie Cannon


Name: Amy Brennan, who acquired title as
Amy Elizabeth Owens

Spousal Consent:

I, the undersigned, hereby consent to the execution of this Agreement by my spouse, the above-described Owner, Ann Marie Cannon, as of the Effective Date. I acknowledge and affirm that the Property is Owner's sole and separate property, and further agree and consent to the terms and conditions of this Agreement.


Name: Christopher Cannon

Spousal Consent:


I, the undersigned, hereby consent to the execution of this Agreement by my spouse, the above-described Owner, Amy Brennan, who acquired title as Amy Elizabeth Owens, as of the Effective Date. I acknowledge and affirm that the Property is Owner's sole and separate property, and further agree and consent to the terms and conditions of this Agreement.


Name: Edward Brennan

[Signatures continued on following page.]

“GRANTEE”

**Merino Solar LLC,
a Delaware limited liability company**

By: 
Name: Michael Haas
Title: President

COMMONWEALTH OF KENTUCKY

§
§
§

COUNTY OF Oldham

The foregoing instrument was acknowledged before me this 19th day of November, 2020, by Ann Marie Cannon,

Joni Claxton

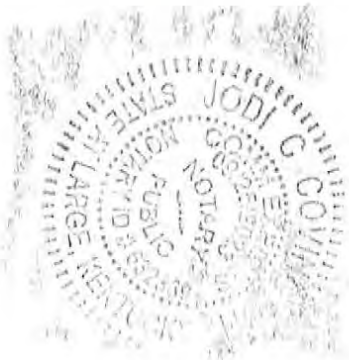
Notary Public Signature

Notary

(Title or rank)

ID# 1032509 Exp 9/20/2023

(Serial number, if any)



COMMONWEALTH OF KENTUCKY

§
§
§

COUNTY OF Breckinridge

The foregoing instrument was acknowledged before me this 4th day of December, 2020, by Rosemary M. Owens.

Kailee J. Roederer

Notary Public Signature

Loan Administration

(Title or rank)

KAILEE J. ROEDERER
Commission ID 605092
NOTARY PUBLIC
STATE AT LARGE - KENTUCKY
My Commission Expires: 07/20/2022

(Serial number, if any)

STATE OF CALIFORNIA

§
§
§

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 14th day of November 2020 by Amy Brennan, who acquired title as Amy Elizabeth Owens.

Notary Public Signature

Notary Public for California, Orange County
(Title or rank)

2250033

(Serial number, if any)



STATE OF CALIFORNIA

§
§
§

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 14th day of November, 2020, by Edward Brennan.

Notary Public Signature

Notary Public for California, Orange County
(Title or rank)

2250033

(Serial number, if any)



COMMONWEALTH OF KENTUCKY §

COUNTY OF Oldham §

The foregoing instrument was acknowledged before me this 19th day of November, 2020, by Christopher Cannon.



Jodi Coville
Notary Public Signature

Notary
(Title or rank)

ID # 632369 Exp 9/25/2023
(Serial number, if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

§
§
§

COUNTY OF ALAMEDA

On December 9, 2020, before me, Max Rosen, a Notary Public, personally appeared Michael Haas, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

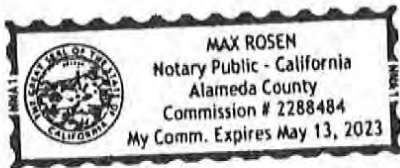
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

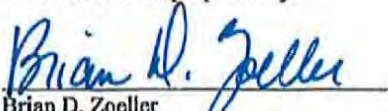
[Notary Stamp/Seal]



Notary Public in and for the State of California



This instrument prepared by:

A handwritten signature in blue ink that reads "Brian D. Zoeller". The signature is written over a horizontal line.

Brian D. Zoeller
Frost Brown Todd LLC
400 W. Market Street
Suite 3200
Louisville, KY 40202-3363

Note to Clerk: This document is a utility easement and it is exempt from the deed filing requirements listed in subsections (l)(c), (d), and (e) 382.185 of the Kentucky Revised Statutes.

Exhibit A

Description of Property

That certain real property of Owner located in Meade County, Kentucky, to wit:

Parcel Identification Number: 080-00-00-020 (87 acres)

PARCEL I:

Lot Number Seven: Beginning at a stake in right of way of Kentucky Highway 79 and West right of proposed road and being the Southeast corner to Lot No. 7; thence with right of way of Kentucky Highway 79 South 32° West 420 feet to a stake corner to Linoel Greenwell; thence with said Greenwell's line North 42° West 477 feet to a stake corner to Lot No. 8; thence with Lot No. 8 North 34° 30' East 420 feet to a stake in Right of Way of proposed road; thence with said road right of way South 42° East 436 feet to the beginning.

Lot Number Eight: Beginning at a stake in the west right of way of proposed road and corner to Lot No. 7; thence with Lot No. 7 South 34° 30' West 420 feet to a stake in Linoel Greenwell line; thence with said Greenwell's line North 42° West 477 feet to a stake corner to Lot No. 9; thence with said Lot No. 9 North 40° East 420 feet to a stake in right of way of proposed road; thence with said road right of way South 42° East 436 feet to the beginning.

Lot Number Nine: Beginning at a stake in the west right of way of proposed road and corner to Lot No. 8; thence with said Lot No. 8 South 40° West 420 feet to a stake in Linoel Greenwell line; thence with said Greenwell's line North 42° West 477 feet to a stake corner to Greenwell in Bobby Ross's line; thence with said Ross line North 45° 15' East 420 feet to a stake in right of way of proposed road; thence with said road right of way South 42° East 436 feet to the beginning. There is a proposed roadway running from Kentucky Highway 79 along the afore-described property North 42° West 1308 feet to property line of Bobby Ross; thence North 45° 15' East 50 feet to a stake; thence South 42° East 1308 feet to Kentucky Highway 9; thence along said Highway to the point of beginning. The Owens property shall have access to the roadway, however if this proposed road is made a part of the county road system then this right of way shall be for the benefit of the public, it is distinctly understood that the owners of the property to the East of said roadway shall have right of the use of the roadway, even though it may not become a part of the County Road System.

Being the same property acquired by DR. HAROLD W. OWENS, by Deed dated November 11, 1968, of record in Deed Book 111, Page 535; in the Office of the Clerk of Meade County, Kentucky; and the said DR. HAROLD W. OWENS, a/k/a

HAROLD W. OWENS, M.D. having died, testate, on or about November 17, 2014, and whose Will of record in Will Book Y, Page 187, in the Office aforesaid, conveys property to ANN MARIE CANNON, AMY ELIZABETH OWENS and ROSEMARY M. OWENS, an undivided one-third (1/3) interest each.

PARCEL II:

BEGINNING at a point in the right of way of Highway 79, corner to Owens, thence North 42° West 1308 feet to a stake, thence North 45° 15' East 660 feet to a stake, thence North 41° 15' East 562 feet to Simmon's corner, thence with Simmon's line South 43° 30' East 1064 feet to the right of way of Highway 79, thence along said highway South 32° West 1305 feet to the point of beginning, containing 32 acres, more or less. There is included in the foregoing description a 50 foot wide roadway.

Being the same property acquired by DR. HAROLD OWENS and MARY ANN OWENS, his wife, in joint survivorship, by General Warranty Deed dated January 6, 1976, of record in Deed Book 133, Page 147, in the Office of the Clerk of Meade County, Kentucky; and the said Mary Ann Owens having died on or about February 6, 1985, vesting title solely in the name of DR. HAROLD OWENS, by survivorship, and the said DR. HAROLD W. OWENS, a/k/a HAROLD W. OWENS, M.D. having died, testate, on or about November 17, 2014, and whose Will of record in Will Book Y, Page 187, in the Office aforesaid, conveys property to ANN MARIE CANNON, AMY ELIZABETH OWENS and ROSEMARY M. OWENS, an undivided one-third (1/3) interest each.

PARCEL III:

A certain tract of land lying in Meade County, Kentucky, about two miles North of Irvington, off Highway #79, on a county road, bounded and described as follows:

Beginning at an iron rod corner to Russel Lockard and Dr. Harold Owens on the south side of a county road, thence crossing the county road and with Lockard and Don Gutermuth line North 36° 07' West 770.0 feet to an iron stake corner to Don Gutermuth, thence with Gutermuth's line North 42° 47' East 148.0 feet to an iron rod, thence severing the parent tract with a new division line South 36° 11' East 763.3 feet to an iron rod on the north side of a county road, thence South 36° 11' East 12 feet to a point in the county road, also being in the line of Dr. Harold Owens, thence with the south side of the road and the line of Dr. Owens South 44° 54' West 148 feet to the point of beginning and containing 2.62 acres, more or less.

Excepted out of the above tract and not conveyed is a county road located on the southeast boundary.

EXCEPTING THEREFROM so much of said property as was sold off and conveyed to Meade County, Kentucky by Deed dated February 26, 1969 and recorded in Deed Book 112, Page 72, in the Office of the Clerk of Meade County, Kentucky.

Being the same property acquired by HAROLD OWENS, by Commissioner's Deed dated January 22, 1987, of record in Deed Book 244, Page 90, in the Office of the Clerk of Meade County, Kentucky, and the said HAROLD OWENS, a/k/a DR. HAROLD W. OWENS, a/k/a HAROLD W. OWENS, M.D. having died, testate, on or about November 17, 2014, and whose Will of record in Will Book Y, Page 187, in the Office aforesaid, conveys property to ANN MARIE CANNON, AMY ELIZABETH OWENS and ROSEMARY M. OWENS, an undivided one-third (1/3) interest each.

PARCEL IV:

Lot No. 4: Beginning at a stake on the Northeast side of a private lane and corner to Lot No. 5; thence with said private lane North 42° West 472 feet to a stake to Hardinsburg Road; thence with said road line North 45° 15' East 420 feet to a stake corner to Lot No. 9; thence with said Lot No. 9 South 42° East 477 feet to a stake corner to Lot No. 5; thence with said Lot No. 5 South 45° West 420 feet to the beginning.

Lot No. 5: Beginning at a stake on the Northeast side of private lane and corner to Lot No. 6; thence with said private lane North 42° West 472 feet to a stake corner to Lot No. 4; thence with said Lot No. 4 North 45° East 420 feet to a stake corner to Lot No. 8; thence with said Lot No. 8 South 42° East 477 feet to a stake corner to Lot No. 6; thence with said Lot No. 6, South 46° 30' West 420 feet to the beginning.

Being the same property acquired by DR. HAROLD W. OWENS, by General Warranty Deed dated January 23, 1969, of record in Deed Book 111, Page 534, in the Office of the Clerk of Meade County, Kentucky, and the said HAROLD OWENS, a/k/a DR. HAROLD W. OWENS, a/k/a HAROLD W. OWENS, M.D. having died, testate, on or about November 17, 2014, and whose Will of record in Will Book Y, Page 187, in the Office aforesaid, conveys property to ANN MARIE CANNON, AMY ELIZABETH OWENS and ROSEMARY M. OWENS, an undivided one-third (1/3) interest each.

PARCEL V:

Lot No 6: BEGINNING at the Southeast corner of Lot No. 7 and Kentucky Highway No. 79; thence North 42° West 477 feet along the south side of Lot No. 7 to a stake to Lot No. 8; thence South 46° 30' West 420 feet along the east side of Lot No. 5 to a stake and an Old County Road; thence along the Old County Road to Highway No. 79; thence along the right-of-way of Highway No. 79 to the point of beginning.

Being the same property acquired by DR. HAROLD W. OWENS, by General Warranty Deed dated April 24, 1972, of record in Deed Book 119, Page 378, in the Office of the Clerk of Meade County, Kentucky, and the said HAROLD OWENS, a/k/a DR. HAROLD W. OWENS, a/k/a HAROLD W. OWENS, M.D. having died, testate, on or about November 17, 2014, and whose Will of record in Will Book Y, Page 187, in the Office aforesaid, conveys property to ANN MARIE CANNON, AMY ELIZABETH OWENS and ROSEMARY M. OWENS, an undivided one-third (1/3) interest each.

PARCEL VI:

A certain tract or parcel of land lying and being in Meade County, Kentucky and consisting of one parcel of land containing 23.21 acres, more or less, and being more particularly described as follows: Beginning at an iron rod in the center of a county road and corner to Fonzie D. Geary and Dr. Owens, thence with Geary's line North 36° 11' West, 775.3 feet to an iron rod in the line of Don Gutermuth, thence with Gutermuth's and Stull's (now Cundiff's) line North 42° 47' East 1257.8 feet to an iron rod in the line of Hutchinson, thence first with Hutchinson, then Hazelwood and Board's line, South 40° 05' East 814.74 feet to an iron rod corner to Dr. Owens, thence with Owens' line South 44° 52' West 1305.9 feet to the point of beginning and containing 23.31 acres, more or less.

Being the same property acquired by HAROLD W. OWENS and MARY ANN OWENS, his wife, in joint survivorship, by General Warranty Deed dated November 15, 1983, of record in Deed Book 205, Page 17, in the Office of the Clerk of Meade County, Kentucky; and the said Mary Ann Owens having died on or about February 6, 1985, vesting title solely in the name of HAROLD OWENS, by survivorship, and the said HAROLD OWENS, a/k/a DR. HAROLD W. OWENS, a/k/a HAROLD W. OWENS, M.D. having died, testate, on or about November 17, 2014, and whose Will of record in Will Book Y, Page 187, in the Office aforesaid, conveys property to ANN MARIE CANNON, AMY ELIZABETH OWENS and ROSEMARY M. OWENS, an undivided one-third (1/3) interest each.



(In the event of any inaccuracy or insufficiency in the foregoing legal description, Grantee may record an amendment or correction of this Agreement to correct the inaccuracy or insufficiency

Exhibit A-1
Map of Property and Easement Corridor



1 inch = 300 feet
0 150 300
Feet

Exhibit A-1 - Rosemary Owens et al;
KY-MEAI-138T

 Easement Corridor - Approx. 750.00 ft
 Property - 87.00 Ac

Meade Co., KY
6/18/2020



CONFIDENTIAL – DO NOT RECORD (PLEASE DETACH BEFORE RECORDING)

FEE SCHEDULE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

LEASE AGREEMENT
(#KY-MEA1-200)

This Lease Agreement (this "Agreement") is made, dated and effective as of June 29, 2020 (the "Effective Date"), between **Elsie Jewell Carman, a widow** ("Owner"), and **OSER LLC, a Delaware limited liability company** (together with its transferees, successors and assigns, "Lessee"), and in connection herewith, Owner and Lessee agree, covenant and contract as set forth in this Agreement. Owner and Lessee are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

Owner and Lessee entered into a solar lease agreement in the form of a letter agreement (the "Letter Agreement") dated September 23, 2019 (the "Letter Agreement Effective Date"). Owner and Lessee now wish to amend and restate the Letter Agreement on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Lease. Owner hereby leases to Lessee the real property of Owner consisting of approximately 45.74 acres (which includes 7.93 acres identified as Excluded Area [defined in Section 4.5 below]) located in Breckinridge County, Kentucky, and legally described on Exhibit A attached hereto and incorporated herein by reference. Such lease ("Lease") includes the right to access and utilize all radiant energy emitted from the sun upon, over and across the real property ("Solar Energy"), and any easements, rights-of-way, and other rights and benefits relating or appurtenant to such real property (collectively, the "Property"). In the event of inaccuracies or insufficiencies in the legal description in Exhibits A or A-1 Lessee may modify the Exhibits to correct the inaccuracies or insufficiencies, and shall notify Owner of such modification.

2. Purpose. Lessee shall have the exclusive right to use the Property and the unobstructed flow of Solar Energy upon, over and across the Property for electric power, heat and/or steam generation purposes ("Solar Energy Purposes") and to derive all profits therefrom. For purposes of this Agreement, Solar Energy Purposes include, without limitation, the right to convert the Solar Energy into electrical energy and to collect and transmit the electrical energy so converted, together with any and all activities related thereto, including, without limitation, (a) determining the feasibility of Solar Energy conversion and power generation on the Property, including studies of the Solar Energy emitted upon, over and across the Property (through the installation of Solar Energy measurement equipment or otherwise) and other meteorological, archeological and environmental studies, land surveys and due diligence activities; (b) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining, refurbishing and operating, Solar Energy collection and electrical generating equipment of all types including, without limitation, any such equipment utilizing photovoltaic and/or solar thermal technology (collectively referred to herein as "Solar Generating Equipment"), overhead and underground electrical transmission and communications lines, electric inverters, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with Solar Generating Equipment, roads and gates, meteorological stations and Solar Energy measurement equipment, control buildings, maintenance yards, and related facilities and equipment (the Solar Generating Equipment together with all of the other foregoing facilities, equipment and improvements, collectively "Solar Facilities") on the Property; and (c) undertaking any other activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee reasonably determines are necessary, useful or appropriate to

accomplish any of the foregoing. Solar Facilities on the Property may be operated in conjunction with Solar Facilities installed on other nearby properties that are part of the same solar energy project (collectively, the "Project"). Lessee and its consultants may enter the Property, upon reasonable advance notice, to do work related to development of Solar Facilities. Subject to Owner's rights to use the Property in any manner consistent with Section 8.2, Lessee shall have the right to control and restrict access onto and over the Property and exclude others (other than any parties with preexisting easement rights) as it deems necessary or appropriate for safety and security reasons.

3. Term.

3.1 Term. The initial term of this Agreement ("Initial Term") commenced upon the Letter Agreement Effective Date and will continue until the later of (a) the 30th anniversary of the first day of the month following the month in which Solar Facilities in a Project commence operation by delivering commercial quantities of electricity to the electric utility grid (the "Commercial Operation Date"), or (b) 37 years after the Letter Agreement Effective Date. Lessee may elect to extend the Initial Term for one additional 10-year term commencing on the last day of the Initial Term, upon at least 90 days' notice to Owner. The Initial Term plus either or both of such additional 10-year terms are called the "Term." If the Start of Construction (as defined in Section 3.2) has not occurred prior to the seventh anniversary of the Letter Agreement Effective Date, Owner may terminate this Agreement by notice to Lessee within 60 days of such anniversary.

3.2 Project Sites. Within thirty (30) days after the date that any of the racking that will support Solar Generating Equipment is installed ("Start of Construction") in the Project, Lessee shall designate the portion of the Property on which Solar Facilities are being constructed as part of such Project (a "Project Site"). Lessee shall designate a new Project Site each time it constructs new Solar Facilities on the Property.

3.3 Delay in Use. Except as specifically provided in this Agreement, no delay of Lessee in the use or enjoyment of any leasehold, easement or other right in this Agreement will result in the loss or abandonment of any right, title interest or estate granted herein.

4. Payments.

4.1 Rent. [REDACTED]

(a) Initial Rent [REDACTED]

[Redacted text block]

[Redacted text block]

[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

4.2 *Inflation Adjustmen* [Redacted]

[Redacted text block]

4.3 *Overhead Power Lines, Underground Collection Lines, Ro* [Redacted]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[REDACTED]

[REDACTED]

[REDACTED]

4.4 Substation, Switchyard, etc. [REDACTED]

[REDACTED]

4.5 Excluded Area. Owner has requested and Lessee has agreed that no above-ground Solar Facilities will be installed in certain areas of the Property, and such areas are shown on the map attached as Exhibit A-1 and incorporated herein, as the Excluded Area (the “Excluded Area”). The acreage referenced throughout this Section 4 will not include the acreage of the Excluded Area.

5. Ownership of Solar Facilities. Owner shall have no ownership or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Lessee may remove any or all Solar Facilities at any time. Except for payments of Rent described in Section 4, Owner shall not be entitled to any other payments or benefits accrued by or from the Solar Facilities, including renewable energy credits, environmental credits or investment or other tax credits.

6. Taxes.

6.1 Lessee and Own [REDACTED]

[REDACTED]

[REDACTED]

6.2 Tax Bills. Lessee shall have the right, but not the obligation, to seek to have its leasehold estate separately assessed to Lessee for real estate ad valorem tax purposes as well as personal property tax purposes, and Owner and Lessee agree jointly to use commercially reasonable efforts to cause the County tax assessor to issue separate property tax bills to Owner and Lessee. It is a condition to Owner's right to payment or reimbursement hereunder that Owner submit Owner's real property tax bill to Lessee no later than 15 days prior to the due date for such taxes. If Owner fails to pay for its share of real property taxes, Lessee shall have the right to pay such amounts on Owner's behalf and to offset any amounts so paid by Lessee against all or any of the Rent payments next payable by Lessee under this Agreement.

6.3 Contest. Lessee may contest the assessed value of the Solar Facilities and the legal validity and amount of any such taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers reasonable or necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. Owner shall submit to Lessee a copy of all notices and other correspondence Owner receives from any taxing authorities regarding the assessed value of the Property and/or the Solar Facilities within 30 days after Owner receives same, but in no event later than 30 days prior to the date an objection to such assessment or taxes must be filed. Owner agrees to provide to Lessee all reasonable assistance in contesting the validity or amount of any such taxes, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, but at no out-of-pocket cost to Owner. In the event the taxing authorities provide a separate assessment and tax statement for the portion of the real property taxes levied against or allocated to the Solar Facilities, Lessee agrees to pay such real property taxes directly to the taxing authorities.

6.4 Indemnity – Real Property Taxes. OWNER AND LESSEE EACH AGREES TO INDEMNIFY AND HOLD EACH OTHER HARMLESS FROM ANY LIABILITY, COST OR EXPENSES, PAID BY IT OR FOR WHICH IT IS LIABLE, IF SUCH PARTY SHOULD FAIL TO PAY ITS PORTION OF REAL PROPERTY TAXES IN ACCORDANCE WITH THIS AGREEMENT.

7. Lessee's Representations, Warranties, and Covenants. Lessee hereby represents, warrants, and covenants to Owner that:

7.1 Siting. Lessee shall provide Owner with a survey of each Project Site, including the exact acreage thereof, within 90 days of the Commercial Operation Date of the Project. Owner hereby grants Lessee the right to record a notice of final description ("Notice of Final Description") to reflect the boundaries of each Project Site, or at Lessee's election to record or re-record one or more Memorandums of Lease in the county's Real Property Records (as described in Section 13.9 below) and attach the legal description of each Project Site to the appropriate Memorandum of Lease. Lessee shall make all siting decisions as to Solar Facilities in its sole discretion. If Lessee builds Solar Facilities on part of the Property, then Lessee will make commercially reasonable efforts not to interfere with Owner's agricultural activities on the rest of the Property, as set forth in Section 7.6.

7.2 Insurance. Lessee shall, at its expense, maintain liability insurance insuring Lessee and Owner against loss caused by Lessee's use of the Property under this Agreement, or else Lessee shall self-insure and assume the risk of loss for general liability exposures that would have been covered by the policy, to the extent Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). The amount of such insurance shall be not less than \$1 million of combined single limit liability coverage before the Start of Construction and not less than \$5 million of combined single limit liability coverage after the Start of Construction. Under such policy, Owner will be named as an additional insured with respect to operations or activities of Lessee but only to the extent Owner is held liable for damage and injuries caused by such operation or activities for which Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). No coverage is provided for liability arising out of Owner's own negligence or misconduct. Certificates of such insurance, or evidence of self-insurance reasonably acceptable to Owner, shall be provided to Owner upon request.

7.3 Mutual Indemnities.

(a) Lessee's Indemnity. Lessee will indemnify, defend and hold harmless Owner and Owner's shareholders, directors, successors, assigns, personal representatives, trustees, mortgagees, employees and agents (collectively, "Owner's Indemnified Parties") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by the operations or activities of Lessee or its employees, contractors or agents. The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and the like that may result from Owner's loss of use of the Project Site or any other portion of the Property occupied by Solar Facilities. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Owner or any of Owner's Indemnified Parties or any party other than Lessee or its employees, contractors or agents.

(b) Owner's Indemnity. Owner will indemnify, defend and hold harmless Lessee and Lessee's members, shareholders, directors, successors, assigns, affiliates, personal representatives, trustees, mortgagees, employees and agents (collectively, "Lessee's Indemnified Parties") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by (i) any negligent act or failure to act by Owner, guest or invitee, or (ii) any breach of this Agreement by Owner. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Lessee or any of Lessee's Indemnified Parties or any party other than Owner or its employees, contractors or agents.

7.4 Requirements of Governmental Agencies. Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the construction and operation of the Solar Facilities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Property, Project Site or Solar Facilities of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall cooperate in every reasonable

way in such contest, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, at no out-of-pocket expense to Owner. Any such contest or proceeding shall be controlled and directed by Lessee, but Lessee shall indemnify Owner from Lessee's failure to observe or comply with the contested law, ordinance, statute, order, regulation or property assessment.

7.5 Construction Liens. Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property in connection with Lessee's use of the Property. Lessee may contest any such lien and the legal validity and amount of any such lien; *provided, however*, that if Lessee elects to contest any such lien, Lessee shall, within 60 days after it receives notice of the filing of such lien, either bond around such lien or establish appropriate reserves therefor, or otherwise remove such lien from the Property pursuant to applicable law.

7.6 Lessee Non-Interference with Agricultural Activities. In the construction and operation of its Solar Facilities, Lessee will make commercially reasonable efforts not to interfere with Owner's agricultural activities on the rest of the Property. To facilitate communication, Lessee and Owner will each designate a single point of contact with the other Party.

(a) Construction and Siting. Lessee will consult with Owner (or, at Owner's request, with Owner's then-current tenant) prior to the Start of Construction to describe Lessee's plan and schedule for construction on the Property. As part of the consultation, Lessee will present a preliminary site map showing the Project Site and any new roads, overhead transmission lines, electric substation or switchyard, or operations and maintenance building proposed to be located on the Property outside of the Project Site pursuant to Section 8.6 or Section 10.1 (the "Related Facilities"), and solicit Owner's advice and input, before finalizing the site design. Lessee will also discuss with Owner the measures Lessee will take during construction to minimize conflicts between Lessee's construction activities and Owner's ongoing agricultural operations.

(b) Soil Restoration; Compaction; Weed Control. Outside of the Project Site, Lessee shall use commercially reasonable efforts to minimize any damage to and disturbance of growing crops and crop land caused by its construction activities and will work with Owner to minimize areas of potential soil compaction. Lessee shall not remove topsoil from the Property, and shall replace removed topsoil to the location from which it was removed to the extent practicable, or such other location on the Property as may be reasonably requested by Owner. Upon completion of construction on the Property, Lessee will restore the soil surface on any portion of the Property disturbed by Lessee that is outside of the Project Site or the boundaries of any Related Facilities. In addition, if such disturbed area was in pasture prior to construction, Lessee will re-plant native or similar grass seed on such portion of the Property. If Lessee causes compaction of any previously cultivated part of the Property located outside of the Project Site or the boundaries of any Related Facilities, Lessee will "rip" such portion of the Property in at least three passes to a depth of at least 18 inches. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to control weeds within the Project Site, the portions of the Property where Related Facilities have been installed, and in areas disturbed by Lessee's construction on the Property. Owner may spray to control weeds up to the edge of the Project Site.

(c) Underground Lines and Drainage Tiles. During construction on the Property, Lessee will promptly repair any damage to underground drainage tiles or waterways

caused by the construction activities of Lessee, and such repairs will be done by a qualified professional. Lessee shall have a continuing obligation to effect repairs to drainage tiles for any damage provided that such damage is related to the construction activities of Lessee. Once Owner has provided Lessee with written acceptance of the drainage repairs, Lessee shall be relieved of any obligation to effect further repairs unless Lessee causes new damage to drainage tiles or waterways.

(d) Crop Damage.

[REDACTED]

(e) Gates and Fences. If Owner's Property is fenced, all of Lessee's newly constructed access roads located on the Property shall be gated by Lessee at Lessee's expense, and Owner shall be furnished with keys or other ability to open and close such exterior gates. Lessee shall maintain such gates as part of the Solar Facilities. When installing a gate within Owner's existing fence, Lessee will make such fence cuts, braces, and repairs that will be permanent and remain functional for the remaining life of the fence of which they are part; alternatively, Owner may require Lessee to install a cattle guard in lieu of any internal gate. When accessing the Property, Lessee will close gates used by its personnel except when open to permit the passage of vehicular traffic, so that Owner's or Owner's tenant's livestock do not stray or escape through such gates. Additionally, Owner authorizes Lessee, at Lessee's sole expense, to take reasonable safety and security measures to reduce the risk of damage to Solar Facilities or the risk that Solar Facilities will cause damage, injury or death to people, livestock, other animals and property, including fencing around the Project Site and the perimeter of any electric substation or switchyard, operations or maintenance building, or (during periods of construction) laydown area located outside of the Project Site, as Lessee may deem necessary or appropriate to secure or enclose the same.

(f) Roads. To minimize erosion caused by Lessee's construction of roads on the Property and facilitate natural drainage, Lessee will seek Owner's advice on the design and location of such roads. Lessee will incorporate Owner's advice into the final road design to the extent such advice does not substantially increase construction costs over a design based on good engineering practice, as determined by Lessee in its reasonable judgment. During construction, Lessee will keep Owner's existing site roads used by Lessee in good repair. After the Commercial Operation Date, Lessee will maintain roads used by Lessee on the Property outside of the Project Site to the extent necessary for Lessee's continued use, as reasonably determined by Lessee, and

will use commercially reasonable efforts to minimize erosion caused by Lessee's road use. The crown of new roads located in any previously cultivated portion of the Property will be kept to a minimum. Lessee will ensure there is an adequate crossing point for agricultural vehicles over any new roads. New roads used during construction but not required for operations will be reclaimed. If the installation of Solar Facilities re-routes the natural drainage, causing drainage problems on the Property, Lessee will use commercially reasonable efforts to correct such problems.

(g) Resources. Lessee may use caliche, gravel and water from the Property, so long as Lessee pays Owner the then current market price, excluding cost of transportation.

(h) Animals. Lessee's employees shall not bring animals onto the Property at any time.

(i) Keeping the Property Clean. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to keep the Property neat and clean (free from debris and waste), and shall remove all refuse, litter and debris created by Lessee and its invitees, licensees, agents and contractors from the Property.

(j) Livestock. Lessee will use commercially reasonable efforts to minimize any interference with Owner's livestock operation.

7.7 Hazardous Materials. Lessee shall not violate, and shall indemnify Owner against any liability and expense arising from violation by Lessee of, any federal, state, or local law, ordinance, or regulation promulgated thereunder ("Environmental Laws") relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials in, on or under the Property. This provision shall survive termination of this Agreement. For purposes of this Agreement, "Hazardous Materials" means any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property.

7.8 Noise, Glare and Shadow. Lessee shall have the right in connection with the construction, use and operation of Solar Facilities to emit or cause the emission of noise, to impact Owner's views of and from the Property, and to allow or permit the Solar Facilities to cast shadows and to create, cause and emit glare or shadow onto the Property and adjacent properties, and similar field effects. OWNER, FOR ITSELF AND ON BEHALF OF ITS SUCCESSORS AND ASSIGNS, HEREBY ACCEPTS SUCH EFFECTS, WAIVES ANY RIGHT TO OBJECT TO SUCH EFFECTS AND RELEASES LESSEE FROM ANY CLAIMS, DAMAGES, LIABILITIES OR LOSSES OWNER MAY INCUR THEREFROM.

8. Owner's Representations, Warranties, and Covenants. Owner hereby represents, warrants, and covenants as follows:

8.1 Owner's Authority. Owner is the sole owner of the Property and holds fee simple title to the surface estate of the Property. Owner has the unrestricted right and authority and has taken all necessary action to authorize Owner to execute this Agreement and to grant to Lessee the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so and all persons having any ownership interest in the Property (including spouses) are signing this Agreement. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner and the Property in accordance with its terms. Without

limiting the foregoing, if a title search shows that the holders of fee simple title to the Property are different from the persons who signed this Agreement as Owner, the persons who signed this Agreement as Owner shall immediately cause all of the holders of fee simple title to the Property to execute an amendment to this Agreement pursuant to which all of such holders of fee simple title to the Property agree to and ratify this Agreement, all at no cost to Lessee.

8.2 Restrictive Covenant - No Interference. Lessee shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance, or operation of Solar Facilities, whether located on the Property or elsewhere; access over the Property to such Solar Facilities; Lessee's rights granted hereunder to use the Property for any other Solar Energy Purposes; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, (a) the activities of Owner shall not disturb or interfere with the unobstructed flow of Solar Energy upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing permanent or temporary buildings, barns, silos or other structures or facilities (collectively, "Owner's Structures") closer than five (5) times the height of any such Owner's Structure from any Solar Generating Equipment of Lessee, whether located on the Property or elsewhere, and (b) Owner shall not engage in any other activity on the Property or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Solar Facilities. The area of land to remain unobstructed by Owner will consist horizontally of the entire Property, and vertically all space located above the surface of the Property. If Lessee builds Solar Facilities on only a portion of the Property, Owner may use the rest of the Property in any manner that complies with the foregoing. In addition, Owner represents that it is not aware of any pending or threatened lawsuits or government actions that might interfere with the construction or operation of Solar Facilities on the Property, or any delinquent taxes affecting the Property.

8.3 Water Rights. Owner shall retain its water rights and the ability to physically remove and contractually sell the water from existing wells on the site, provided that (a) Owner's exercise of its water rights shall not interfere with the construction, installation, maintenance, or operation of Solar Facilities, or access over the Property to such Solar Facilities, or Lessee's rights hereunder to use the Property for any other Solar Energy Purposes; and (b) Lessee shall be entitled to consume water from the Property for both onsite and offsite Solar Energy Purposes if it pays Owner then-current market rates (excluding cost of transportation) or purchases water directly from the local water authority.

8.4 Liens and Tenants. Except as disclosed by Owner in writing to Lessee on or prior to the Effective Date, Owner represents that there are no liens, encumbrances, leases, easements, mortgages, deeds of trust, security interests, mineral or gas and gas rights, options, sale contracts, claims, disputes or other exceptions to Owner's fee title ownership of the Property or to Owner's right, title or interest in the Property (collectively, "Liens"), which are not recorded in the public records of the County in which the Property is located. Lienholders (including tenants), whether or not their Liens are recorded, shall be Owner's responsibility, and Owner shall fully cooperate and assist Lessee in obtaining a non-disturbance agreement from each party that holds a Lien that Lessee determines in its discretion might interfere with Lessee's rights under this Agreement. A non-disturbance agreement is an agreement between Lessee and a lienholder which provides that the lienholder shall not disturb Lessee's possession or rights under this Agreement or terminate this Agreement so long as Owner is not entitled to terminate this Agreement under

the provisions hereof. If Owner is unable to obtain any such non-disturbance agreement from a lienholder that holds a mortgage, deed of trust, tax lien or other Lien that is senior to this Agreement (if any), Lessee shall be entitled (but not obligated) to make payments in fulfillment of Owner's obligations to the lienholder and may offset the amount of such payments from amounts due Owner under this Agreement. Owner represents that Owner is not aware of any delinquent taxes affecting the Property.

8.5 Requirements of Governmental Agencies. Owner shall assist and fully cooperate with Lessee, at no out-of-pocket expense to Owner, in complying with or obtaining any land use or siting permits and approvals, property tax abatements, building permits, environmental impact reviews, or any other approvals required for the financing, construction, installation, monitoring, replacement, relocation, maintenance, operation or removal of Solar Facilities (whether located on the Property or elsewhere), including execution of applications for such approvals if required. In connection with any applications for such approvals, Owner agrees at Lessee's request to support such application (at no out-of-pocket expense to Owner) at any administrative, judicial or legislative level, including participating in any appeals or regulatory proceedings. If Owner is contacted directly by any governmental agency about this Agreement, any Solar Facilities or the Property, Owner shall notify Lessee. To the extent permitted by law, Owner hereby waives any setbacks or other restrictions on the location of any Solar Facilities to be installed on the Property or on adjacent properties, including but not limited to waiver of all property line setbacks, pursuant to state or county rules, regulations or ordinances (that is, Owner approves a reduction of each such setback to zero), and Owner shall cooperate with Lessee in providing documentation of such setback waivers and shall execute any documents reasonably requested by Lessee to evidence Owner's waiver of such setbacks.

8.6 Access. Owner hereby grants to Lessee the right of ingress to and egress from Solar Facilities (whether located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time ("Access Easement"). The Access Easement shall include the right to improve existing roads and lanes, shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Access Easement shall expire upon termination or expiration of this Agreement.

8.7 Construction Easement. Owner grants Lessee an easement in, over and across the Property ("Construction Easement") which may be utilized on a temporary basis for access, construction laydown or other purposes to facilitate the construction, maintenance or repair of Solar Facilities (whether located on the Property or nearby properties) during any time that Lessee is conducting such work. Lessee shall have the right, at its sole expense, to (a) remove any existing trees, shrubs, vegetation, structures or improvements located on a Project Site or the site of Related Facilities that might interfere with construction or operation of Solar Facilities; and (b) change the grade of any part of the Property used as a Project Site, to the extent necessary to construct Solar Facilities, as determined by Lessee. Lessee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying outside of the Project Site during construction. Lessee will comply with Section 7.6 with respect to damage caused by Lessee's use of the Construction Easement. The Construction Easement shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Construction Easement shall expire upon the termination or expiration of this Agreement.

8.8 Mineral Development. This Agreement is subject to any and all existing mineral reservations and mineral leases granted by Owner or its predecessors-in-interest, which cover some or all of the Property as of the Effective Date. In order to permit the simultaneous use of the Property for Solar Energy Purposes and mineral resource development, Owner and Lessee agree to work cooperatively together to ensure that Owner can benefit from the exploitation of the mineral resources on or under the Property and Lessee can undertake development of Solar Energy projects with reasonable certainty that the exploitation of the mineral resources will not interfere with or adversely affect the Solar Energy projects or unobstructed access to sunlight on the Property. Thus, prior to the issuance of any new mineral lease or to a sale or exchange of minerals under the Property during the Term, Owner will advise and consult with Lessee regarding each such proposed transaction and include in any new lease or sale or exchange documentation, as applicable, a requirement that the buyer, lessee or other party to the minerals transaction waive and release during the Term, any and all rights to enter upon, utilize or disturb the surface area of the Property for any reason whatsoever, including, without limitation, the exploration, drilling or mining of such oil, gas or other minerals; *provided, however*, that foregoing waiver and release shall not preclude the exploration, mining, development, extraction and production of oil, gas, sulphur or other minerals from or under the Property (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) by means of directional or horizontal drilling or utilized or pooled operations with the well and all surface equipment located off the Property, without, in either case, any well bore or mine shaft penetrating any depth beneath the Property above the subsurface depth of five hundred feet (500') feet nor shall such well bore or mine shaft impair the subjacent support of the Property or of any improvements now or hereafter situated on the Property. In addition, upon written request from Lessee, Owner shall (i) cooperate with Lessee in requesting a separate nondisturbance agreement from any existing mineral interest lessee or owner on terms reasonably acceptable to Lessee, and (ii) enforce any rights Owner may have against any such mineral interest lessee or owner in order to provide reasonable accommodation for Lessee to exercise its rights under this Agreement.

8.9 Hazardous Materials.

(a) Owner shall not violate, and shall indemnify Lessee against any such violation of, any Environmental Laws in, on or under the Property. Owner shall promptly notify Lessee of any such violation. This provision shall survive expiration or termination of this Agreement.

(b) To the best of Owner's knowledge, the Property, including, but not limited to, all improvements, facilities, structures and equipment thereon, and the soil and groundwater thereunder, is not in material violation of any Environmental Laws. No release or threatened release of any Hazardous Material has occurred, or is occurring, at, on, under, from or to the Property, and no Hazardous Material is present in, on, under or about, or migrating to or from the Property that could give rise to a claim under Environmental Laws. Neither Owner nor, to the best of Owner's knowledge, any third party has used, generated, manufactured, produced, stored or disposed of on, under or about the Property, or transported to or from the Property any Hazardous Materials in violation of Environmental Laws or in such a manner as to require investigation or remediation of such Hazardous Materials. To Owner's knowledge, there are no storage or other tanks or containers, or wells or other improvements, below the surface of the Property, nor have any storage or other tanks or containers, or wells or other improvements ever previously been located below the surface of the Property. Owner shall be responsible for and/or shall indemnify

Lessee for any liability arising out of a violation of any Environmental Laws in, on or under the Property that may exist (whether known or unknown) as of the Effective Date.

8.10 Non-exclusive Grant of Rights. Owner hereby grants Lessee a non-exclusive right, privilege, license and easement covering all of the following:

(a) Any and all easements, rights-of-way, rights of entry, hereditaments, privileges and appurtenances benefiting, belonging to or inuring to the benefit of Owner and pertaining to the Property.

(b) Any and all right, title and interest of Owner in and to any land in the bed of any street, road, avenue or alley (open, proposed or closed) in front of or adjoining the Property and any and all right, title and interest of Owner, in and to any rights-of-way, rights of ingress or egress, or other interests in, on, or to any land, highway, street, road, avenue or alley (open, proposed or closed) in, on, or across, in front of, abutting, or adjoining the Property.

(c) Any and all right, title and interest of Owner, in and to any strips or gores of land adjacent or contiguous to the Property, whether those lands are owned or claimed by deed, limitations, or otherwise.

8.11 Hunting. For safety reasons, hunting is prohibited on the Property after the Start of Construction.

9. Assignment.

9.1 Assignments by Lessee. Lessee and any Assignee (as hereinafter defined) shall have the right, without obtaining the consent of Owner, to do any of the following with respect to all or any portion of its right, title and/or interest in and to this Agreement, the Lease, the Property, any Project Site and/or any Solar Facilities: (a) grant subleases, separate easements, co-easements, subeasements, licenses or similar rights (however denominated) to one or more Assignees, (b) collaterally assign, mortgage, encumber, pledge or transfer all or any portion of its right, title or interest therein to one or more parties providing financing to Lessee, and/or (c) sell, lease, assign, transfer or otherwise convey all or any portion of its right, title or interest therein to one or more Assignees. Lessee or an Assignee that has assigned an interest hereunder will give notice of such assignment (including the address of the assignee thereof for notice purposes) to Owner, *provided* that failure to give such notice shall not constitute a default under this Agreement but rather shall only have the effect of not binding Owner with respect to such assignment until such notice shall have been given. For purposes of this paragraph, an "Assignee" is any of the following: (i) any one or more parties involved in the development, financing or refinancing of any Solar Facilities, including, without limitation, any lender to or investor in, or purchaser or lessee of, Solar Facilities; (ii) any one or more parties involved in financing or refinancing the development of any Solar Facilities, or any purchaser or owner of Solar Facilities; (iii) a corporation, partnership or limited liability company now existing or hereafter organized (including Lessee) in which Lessee or any of its owners, or any affiliate or partner of either, owns (directly or indirectly) a controlling interest at the time of assignment; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation, partnership or limited liability company; or (v) a corporation, partnership, limited liability company, or other entity that acquires all or substantially all of Lessee's business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means.

9.2 Assignee Obligations. No Assignee shall have any obligation or liability under this Agreement prior to the time that such Assignee takes actual physical possession of the Property. An Assignee shall be liable to perform obligations under this Agreement only for and during the period such Assignee is in possession of the Property. Any assignment permitted hereunder shall release the assignor from assigned liabilities of Lessee under this Agreement when the Assignee agrees in writing to perform the assigned obligations, if such Assignee either (a) is at least as creditworthy as the assignor at the time of the assignment, or (b) owns or holds, or will own or hold, a majority or controlling interest, directly or indirectly, in any Solar Facilities including Solar Generating Equipment located on the Property.

9.3 Right to Cure Defaults. To prevent termination of this Agreement or any partial interest therein, Lessee (or any Assignee) shall have the right, but not the obligation, at any time prior to the termination, to pay any or all amounts due hereunder, and to do any other act or thing required of any Assignee or Lessee hereunder or necessary to prevent the termination of this Agreement or any partial interest therein. A default of the holder of a partial interest in this Agreement will not be considered a default by the holder of any other partial interest in this Agreement, and the non-defaulting holder's partial interest shall not be disturbed. If Lessee or an Assignee holds an interest in less than all of this Agreement, the Property or the Solar Facilities, any default under this Agreement shall be deemed remedied, as to Lessee's or such Assignee's partial interest, and Owner shall not disturb such partial interest, if Lessee or the Assignee, as the case may be, shall have cured its *pro rata* portion of the default by paying the fees attributable to the Solar Facilities or the Project Site in which Lessee or the Assignee, as the case may be, holds an interest.

9.4 Separability. Lessee may use the Property in connection with one or more Project Sites of associated Solar Facilities constructed, installed and/or operated on the Property and/or on other lands in the general vicinity of the Property by or on behalf of Lessee or an affiliate or Assignee(s) thereof as an integrated energy generating and delivery system. If Lessee elects to use the Property for two or more Project Sites, then Owner shall, within 20 days after request from Lessee, and without demanding any additional consideration, bifurcate this Agreement and the Lease by entering into and delivering to Lessee two or more independent new lease agreements (which shall supersede and replace this Agreement) that provide Lessee with separate leasehold estates in different portions of the Property, as designated by Lessee. Each such new lease agreement shall: (a) specify the portion(s) of the Property to be covered thereby, (b) contain the same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Lessee or any other person or entity prior to the execution of such new agreements, and except for any modifications that may be required to ensure that each Party's combined obligations under such new agreements do not exceed such Party's obligations under this Agreement) and be in a form reasonably acceptable to Lessee; (c) be for a term equal to the remaining Term of this Agreement; (d) contain a grant of access, transmission, communications and other easements for the benefit of each of the bifurcated estates, covering such portion or portions of the Property outside of the benefited estate in each case as Lessee may designate; (e) require payment to Owner of only an acreage-proportionate part of each payment due under Section 4 (which under all such new agreements shall in the aggregate equal the amounts that are due under Section 4); (f) provide for payments thereafter due under Section 4 and elsewhere to be paid with respect to the Solar Facilities actually installed under such new lease for the portion of the Property subject to such lease; and (g) enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Property. Further, notwithstanding any other provision of this Agreement, (i)

in the event of any uncured default under any such new lease agreement, such event of default shall not affect, or cause a termination of, any other such new lease agreement or any rights or interests granted under any other such new lease agreement and (ii) in the event of a termination of any such new lease agreement, the remaining new lease agreements and all rights granted therein, including all easements affecting any portions of the Property (regardless of whether such portions of the Property are part of or outside the benefited estate), shall remain in full force and effect without any further compensation due Owner.

9.5 Transfers by Owner. Owner shall have full right and authority to sell, convey, mortgage, or transfer to one or more transferees, all of Owner's right, title and interest in and to the Property, but any such sale or other transfer shall be subject to the Construction Easement, the Transmission Easement, the Access Easement and this Agreement.

10. Transmission.

10.1 Grant of Transmission Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner, Owner hereby grants to Lessee an exclusive easement ("Transmission Easement") in, on, along, over, above, across and under the Property for the right to erect, construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time in connection with Solar Energy Purposes, whether carried out on the Property or elsewhere: (a) a line or lines of poles or towers, together with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said poles, towers, wires and cables on, along and in the Property, including beneath the bed of any road located on the Property; and (b) one or more electric inverters, substations or interconnection or switching facilities from which Lessee or others that generate energy may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, together with the appropriate rights-of-way, on, along and in the Property. Said poles, towers, wires, cables, substations, facilities and rights-of-way are herein collectively called the "Transmission Facilities."

10.2 Access. The Transmission Easement also includes the right of ingress to and egress from the Transmission Facilities (whether located on the Property or elsewhere), over and along the Property by means of roads and lanes thereon if existing or otherwise by such route or routes as Lessee may construct from time to time.

10.3 Assignment in Connection with Transmission Lines.

[REDACTED]

[REDACTED]

10.4 Term; Assignment. The term of the Transmission Easement shall expire upon expiration or termination of this Agreement, except that if Lessee grants a utility or other duly authorized entity any rights pursuant to Section 10.3, then the term of the Transmission Easement shall be perpetual. Lessee (and any Assignee) shall have the right, without need for Owner's consent, to assign or convey all or any portion of the Transmission Easement to an Assignee on an exclusive or nonexclusive basis. The Transmission Easement shall run with the Property and inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

11. Mortgagee Protection. [REDACTED]

[REDACTED]

11.1 Leasehold Mortgagee's Right to Possession, Right to Acquire and Right to Assign. [REDACTED]

[REDACTED]

11.2 Notice of Default: Opportunity to Cure [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11.3 New Lease or Easement to Mortgagee. If this Agreement or a partial interest herein terminates because of Lessee's default or if any leasehold and/or easement estate is

foreclosed, or if this Agreement or a partial interest herein is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Owner shall, upon written request from any Leasehold Mortgagee within 90 days after such event, enter into a new agreement ("New Lease") for the Property or portion thereof, on the following terms and conditions:

(a) The terms of the New Lease shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the term of this Agreement, subject to the same terms and conditions set forth in this Agreement as are applicable to such interest, as if this Agreement had not been terminated.

(b) The New Lease shall be executed within 30 days after receipt by Owner of written notice of the Leasehold Mortgagee's election to enter into a New Lease, provided such Leasehold Mortgagee: (i) pays to Owner all rent and other monetary charges payable by Lessee under the terms of this Agreement up to the date of execution of the New Lease, as if this Agreement or applicable interest therein had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Lessee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Leasehold Mortgagee within 120 days of the termination, foreclosure, rejection, or disaffirmance; and (iii) agrees in writing to perform, or cause to be performed within a reasonable period of time, all non-monetary obligations which have not been performed by Lessee and which should have been performed under this Agreement or the partial interest therein up to the date of commencement of the New Lease, except those obligations which constitute non-monetary defaults not susceptible to cure. Any New Lease granted to the Leasehold Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrances or other interest created by Owner.

(c) At the option of the Leasehold Mortgagee, the New Lease may be executed by a third party designated by such Leasehold Mortgagee, without the Leasehold Mortgagee assuming the burdens and obligations of Lessee thereunder.

(d) The provisions of this Section 11.3 shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 11.3 were a separate and independent contract made by Owner, Lessee and such Leasehold Mortgagee, and, from the date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such New Lease, such Leasehold Mortgagee may use and enjoy said Property without hindrance by Owner or any person claiming by, through or under Owner, provided that all of the conditions for a New Lease as set forth herein are complied with.

11.4 Leasehold Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as there exists a Leasehold Mortgage, this Agreement shall not be modified or amended with respect to the interest in this Agreement encumbered by such Leasehold Mortgage and Owner shall not accept a surrender of the Property or any part thereof or a cancellation, termination or release of this Agreement from Lessee prior to expiration of the term without the prior written consent of any Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by such Leasehold Mortgagee.

11.5 Estoppel Certificates, Etc. Owner shall execute such (a) estoppel certificates (certifying as to such matters as Lessee may reasonably request, including, without

limitation, that no default then exists under this Agreement, if such be the case); (b) consents to assignment, (c) non-disturbance agreements (respecting other property as to which Owner or its affiliates may have lease, use or other rights), and (d) documents reasonably required by a title insurance company, in each case as Lessee or any Assignee may reasonably request from time to time. Owner shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Lessee or any Assignee for the purpose of implementing the terms and conditions contained in this Agreement or of preserving a Leasehold Mortgagee's security interest, at no out-of-pocket cost to Owner. Notwithstanding any provision of this Agreement, the Parties agree that this Agreement shall not be modified or amended prior to expiration of the Term in a manner which would materially and adversely affect any Assignee without such Assignee's prior written consent. The previous sentence is for the express benefit of, and shall be enforceable by, each Assignee.

12. Default and Termination.

12.1 Lessee's Right to Terminate

[REDACTED]

12.2 Owner's Right to Terminate

[REDACTED]

12.3 Effect of Termination

[REDACTED]

12.4 Security for Removal

[REDACTED]

[REDACTED]

13. Miscellaneous.

13.1 Force Majeure. If performance of this Agreement or of any obligation hereunder is prevented, or materially hindered by reason of an event of Force Majeure (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention or material hindrance. The affected Party shall use reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. “Force Majeure” means fire, earthquake, flood, drought, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; strikes or labor disputes; war, civil strife, sabotage, vandalism, or other violence; any law, order, proclamation, regulation, ordinance, action, demand, approval, delay, moratorium, permit or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of the Party claiming Force Majeure.

13.2 Confidentiality. Owner shall maintain in the strictest confidence, for the sole benefit of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee’s site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee or discovered by Owner, unless such information either (a) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents, or (b) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without

breach of any obligation to any person or entity, or (c) is required to be disclosed by a court or governmental agency; *provided however*, that Owner may disclose the financial terms of this Agreement to Owner's family members; consultants, accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; prospective buyers of the Property; or lenders that may have a mortgage on the Property. Lessee shall maintain in confidence, and shall not publish or otherwise disclose, information pertaining to the financial terms of this Agreement except as necessary in connection with Lessee's development, construction, operations or financing activities or in connection with any assignment. The provisions of this Section 13.2 shall survive the termination or expiration of this Agreement.

13.3 Successors and Assigns. This Agreement and any right, title or interest hereunder shall inure to the benefit of and be binding upon Owner and Lessee and, to the extent provided in any assignment or other transfer under Section 9, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Lessee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in this Agreement as to all or a portion of the Property and actually are exercising rights under this Agreement to the extent consistent with such interest. The Parties agree and intend that the provisions of this Agreement shall be covenants running with the land and that they touch and concern the land because they determine how the Parties will use the Property and its resources, including payment for those resources and use of the Property. The Parties further agree and intend that any conveyance, assignment, sale or other transfer of all or a portion of either Party's rights or interests covered by and permitted under this Agreement shall include and be subject thereto because the provisions of this Agreement are covenants that run with the land. As covenants running with the land, the Parties intend that should either no longer share privity of estate with the other, its rights and obligations in this Agreement pass to the person or entity that shares privity of estate and assumes the role of Owner or Lessee. As a result, any Party who ceases to have privity of estate under this Agreement shall bear no liability or any obligation for the terms hereunder after the date on which privity ends. The privity of contract between the current Parties shall not change this result because the Parties do not intend the use of identifiers like Owner or Lessee to bind those specific Parties upon any transfer, conveyance, assignment, sale or other transfer covered by and permitted under this Agreement.

13.4 Notices. All notices, requests and other communications required or permitted by this Agreement shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, certified, and addressed as follows:

If to Owner:

Elsie J. Carman
249 Carman Lucas Lane
Irvington, KY 40146

Telephone:

Email:

If to any Assignee:

If to Lessee:

OSER LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attn: General Counsel

[REDACTED]
[REDACTED]

At the address indicated in the notice to Owner provided under Section 9.1.

Payments to Owner shall be mailed to Owner's address above and made out to Owner, unless Owner directs Lessee otherwise in writing. For the purpose of notices to be given by Owner, Owner designates the person to whom notices are given hereunder as its primary contact, and Lessee shall be entitled to rely on any notices given by such individual in writing as if given in writing by all of the persons or entities constituting Owner. Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph. Any notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such notice is only mailed by certified mail, in which case it shall be deemed to be received five business days after the date it is mailed.

13.5 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Owner and Lessee respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

13.6 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state or federal courts located in Louisville, Kentucky. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the Court. In no event shall either Party be liable under this Agreement for consequential, punitive, special, incidental or indirect damages.**

13.7 Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the Term of this Agreement, the Construction Easement, the Transmission Easement or the Access Easement be longer than, respectively, the longest period permitted by applicable law.

13.8 No Partnership. Neither the provisions of this Agreement, nor the provisions of any other agreements referenced herein, nor any acts of the Parties, nor any other circumstances shall be deemed to create a partnership or joint venture between the Parties with respect to the Property or the Solar Facilities for any purposes whatsoever. Each Party shall, in connection with this Agreement, the Property, or the Solar Facilities, take reasonable steps in dealing with third parties to negate any inference that such partnership or joint venture exists.

13.9 Memorandum. Neither Owner nor Lessee shall record this Agreement in its entirety. The Parties agree that a Memorandum of Lease shall be recorded in the real property

records of the County where the Property is located (“Real Property Records”) at Lessee’s expense, in a form reasonably acceptable to both Parties, which form shall not contain any of the financial provisions hereof. In the event of any inaccuracy in Exhibit A, Lessee may correct such inaccuracy in order to accomplish the intent of Lessee and Owner.

13.10 Tax and Renewable Energy Credits. If under applicable law, the holder of a lease becomes ineligible for any tax credit, renewable energy credit, environmental credit or any other benefit or incentive for renewable or low carbon energy established by any local, state or federal government, then, at Lessee’s option, Owner and Lessee shall exercise good faith and negotiate an amendment to this Agreement or replace it with a different instrument so as to convert Lessee’s interest in the Property to a substantially similar interest that makes Lessee eligible for such credit, benefit or incentive.

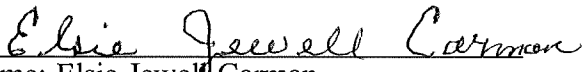
13.11 Further Assurances. From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments, documents and actions specifically provided for herein, as such other Party may reasonably request in order to effectuate the provisions of this Agreement, consummate the transactions contemplated herein, or confirm or perfect any right, restriction or interest to be created or transferred hereunder or pursuant to these transactions.

13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[Signatures to follow on next page.]

IN WITNESS WHEREOF, Owner and Lessee, individually or through duly authorized representatives, hereby execute this Agreement and certify that they have read, understand and agree to the terms and conditions of this Agreement.

“Owner”


Name: Elsie Jewell Carman

[Signatures continued on following page.]

“Lessee”

**OSER LLC,
a Delaware limited liability company**

By: _____

Name: _____

Title: _____

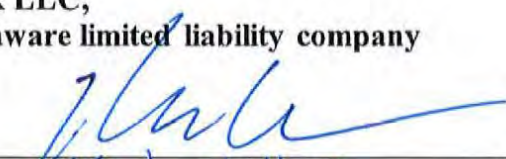

Michael Haas
President

EXHIBIT A

Legal Description of the Property

ALL THAT CERTAIN real estate lying and being situated in Breckinridge County, Kentucky, being more particularly bounded and described as follows:

Real Property Tax Parcel No. 122-15 (45.738 acres)

Being the property conveyed to William J. Carman and Elsie Jewell Carman, his wife, from Burt Carman and Bevie Carman, his wife, by deed dated April 20, 1967, and recorded in Deed Book 112 at page 456 in the Breckinridge County Clerk's Office.

EXCEPTING THEREFROM the following property:

BEING a 0.262 acre tract located northeast of KY Highway 477, approximately 743' east of Irvington Heights Lane, north the city of Irvington, Breckinridge County, Kentucky, more particularly described as follows:

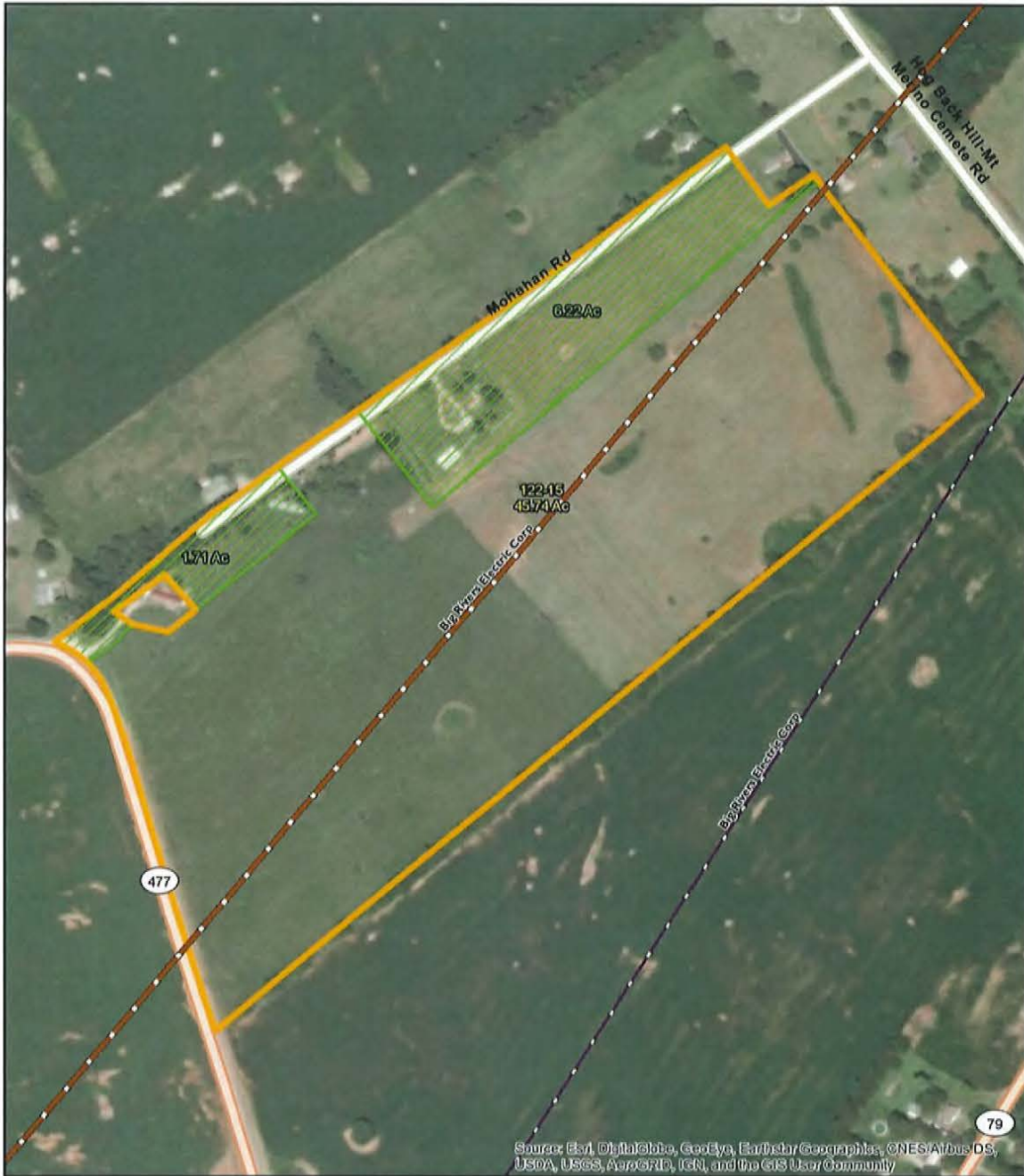
BEGINNING at a found ½" rebar with cap stamped K. Clemons PLS 2811 corner to J. Bandy (DB 135 PG 212), R. Lucas (DB 282 PG 188) and E. Carman (WB 28 PG 435 and DB 112 PG 456); THENCE S 64 deg. 40 min. 40 sec. E., 31.59' to a set 5/8" rebar being the TRUE POINT OF BEGINNING of this tract; THENCE with new lines in said E. Carman N 55 deg. 14 min. 01 sec. E., 124.63' to a set 5/8" rebar; THENCE S 39 deg. 17 min. 11 sec. E., 109.18' to a set 5/8" rebar; THENCE S 47 deg. 30 min. 53 sec. W., 54.03' to a set 5/8" rebar; THENCE N 78 deg. 37 min. 42 sec. W., 110.56' to a set 5/8" rebar; THENCE N 39 deg. 35 min. 48 sec. W. 36.51' to the POINT OF BEGINNING and CONTAINING 0.262 acres (more or less) according to a physical survey by Timothy W. Smith, PLS #2373 during May, 2015, per Job No. 15-138.

Unless stated otherwise, any monument referred to herein as a "5/8" rebar is a set 5/8" diameter steel concrete reinforcing rod, eighteen inches (18") in length, with a yellow plastic cap stamped "T.W. Smith LS 2373" or "set magnail" is a set 1 ½" magnail with washer stamped "T.W. Smith LS 2373". The basis of bearing stated herein is based on GPS North.

(In the event of any inaccuracies or insufficiencies in the above legal description, Lessee may modify this Exhibit A to correct such inaccuracies or insufficiencies)

EXHIBIT A-1

Map of Property and Excluded Area



1 inch = 300 feet



Exhibit A-1 Elise Jewell Carman; KY-MEA I-200

- Property (Approx. 45.74 Ac)
- Excluded Area (Approx. 7.93 Ac Total)

- Transmission Lines (kV)**
- Under 100
 - 100-161

Breckinridge Co., KY

5/1/2020



LEASE AGREEMENT

(#KY-MEA1-079)

This Lease Agreement (this "Agreement") is made, dated and effective as of AUGUST 2, 2020 (the "Effective Date"), between Jerry Hardesty and Carolyn Hardesty, Trustees under the HARDESTY REVOCABLE LIVING TRUST, dated January 4, 2008, and Jerry Hardesty and Carolyn Hardesty, husband and wife (collectively, "Owner"), and MERINO SOLAR LLC, a Delaware limited liability company (together with its transferees, successors and assigns, "Lessee"), and in connection herewith, Owner and Lessee agree, covenant and contract as set forth in this Agreement. Owner and Lessee are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

Owner and Lessee entered into a solar lease agreement in the form of a letter agreement (the "Letter Agreement") dated June 11, 2017 (the "Letter Agreement Effective Date"). Owner and Lessee now wish to amend and restate the Letter Agreement on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Lease. Owner hereby leases to Lessee the real property of Owner consisting of approximately 208.15 acres (which includes 33.79 acres identified as Excluded Area [defined in Section 4.5 below]) located in Meade County and Breckinridge County, Kentucky, and legally described on Exhibit A attached hereto and incorporated herein by reference. Such lease ("Lease") includes the right to access and utilize all radiant energy emitted from the sun upon, over and across the real property ("Solar Energy"), and any easements, rights-of-way, and other rights and benefits relating or appurtenant to such real property (collectively, the "Property"). In the event of inaccuracies or insufficiencies in the legal description in Exhibits A or A-1 Lessee may modify the Exhibits to correct the inaccuracies or insufficiencies, and shall notify Owner of such modification.

2. Purpose. Lessee shall have the exclusive right to use the Property and the unobstructed flow of Solar Energy upon, over and across the Property for electric power, heat and/or steam generation purposes ("Solar Energy Purposes") and to derive all profits therefrom. For purposes of this Agreement, Solar Energy Purposes include, without limitation, the right to convert the Solar Energy into electrical energy and to collect and transmit the electrical energy so converted, together with any and all activities related thereto, including, without limitation, (a) determining the feasibility of Solar Energy conversion and power generation on the Property, including studies of the Solar Energy emitted upon, over and across the Property (through the installation of Solar Energy measurement equipment or otherwise) and other meteorological, archeological and environmental studies, land surveys and due diligence activities; (b) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining, refurbishing and operating, Solar Energy collection and electrical generating equipment of all types including, without limitation, any such equipment utilizing photovoltaic and/or solar thermal technology (collectively referred to herein as "Solar Generating Equipment"), overhead and underground electrical transmission and communications lines, electric inverters, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with Solar Generating Equipment, roads and gates,

meteorological stations and Solar Energy measurement equipment, control buildings, maintenance yards, and related facilities and equipment (the Solar Generating Equipment together with all of the other foregoing facilities, equipment and improvements, collectively "Solar Facilities") on the Property; and (c) undertaking any other activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. Solar Facilities on the Property may be operated in conjunction with Solar Facilities installed on other nearby properties that are part of the same solar energy project (collectively, the "Project"). Lessee and its consultants may enter the Property, upon reasonable advance notice, to do work related to development of Solar Facilities. Subject to Owner's rights to use the Property in any manner consistent with Section 8.2, Lessee shall have the right to control and restrict access onto and over the Property and exclude others (other than any parties with preexisting easement rights) as it deems necessary or appropriate for safety and security reasons.

3. Term.

3.1 Term. The initial term of this Agreement ("Initial Term") commenced upon the Letter Agreement Effective Date and will continue until the later of (a) the 30th anniversary of the first day of the month following the month in which Solar Facilities in a Project commence operation by delivering commercial quantities of electricity to the electric utility grid (the "Commercial Operation Date"), or (b) 37 years after the Letter Agreement Effective Date. Lessee may elect to extend the Initial Term for one additional 10-year term commencing on the last day of the Initial Term, upon at least 90 days' notice to Owner. The Initial Term plus either or both of such additional 10-year terms are called the "Term." If the Start of Construction (as defined in Section 3.2) has not occurred prior to the seventh anniversary of the Letter Agreement Effective Date, Owner may terminate this Agreement by notice to Lessee within 60 days of such anniversary.

3.2 Project Sites. Within thirty (30) days after the date that any of the racking that will support Solar Generating Equipment is installed ("Start of Construction") in the Project, Lessee shall designate the portion of the Property on which Solar Facilities are being constructed as part of such Project (a "Project Site"). Lessee shall designate a new Project Site each time it constructs new Solar Facilities on the Property.

3.3 Delay in Use. Except as specifically provided in this Agreement, no delay of Lessee in the use or enjoyment of any leasehold, easement or other right in this Agreement will result in the loss or abandonment of any right, title interest or estate granted herein.

4. Payments.

4.1 Rent.

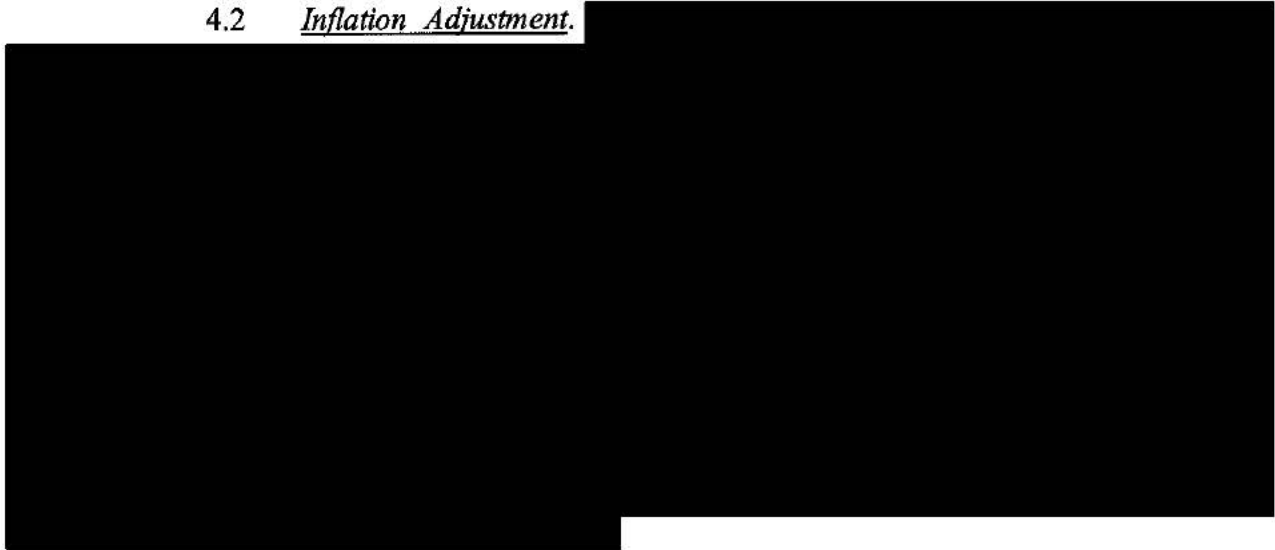
(a) Initial Rent.



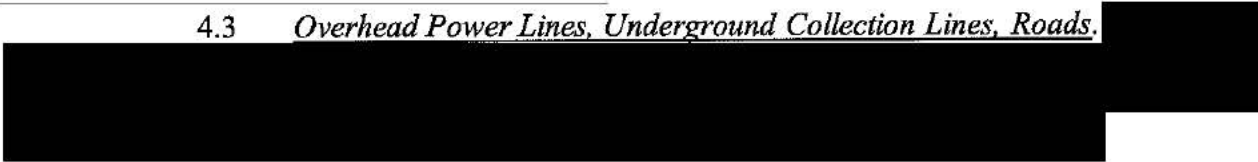
(b) Operational Rent.



4.2 Inflation Adjustment.



4.3 Overhead Power Lines, Underground Collection Lines, Roads.



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.4 *Substation, Switchyard, etc.*

[REDACTED]

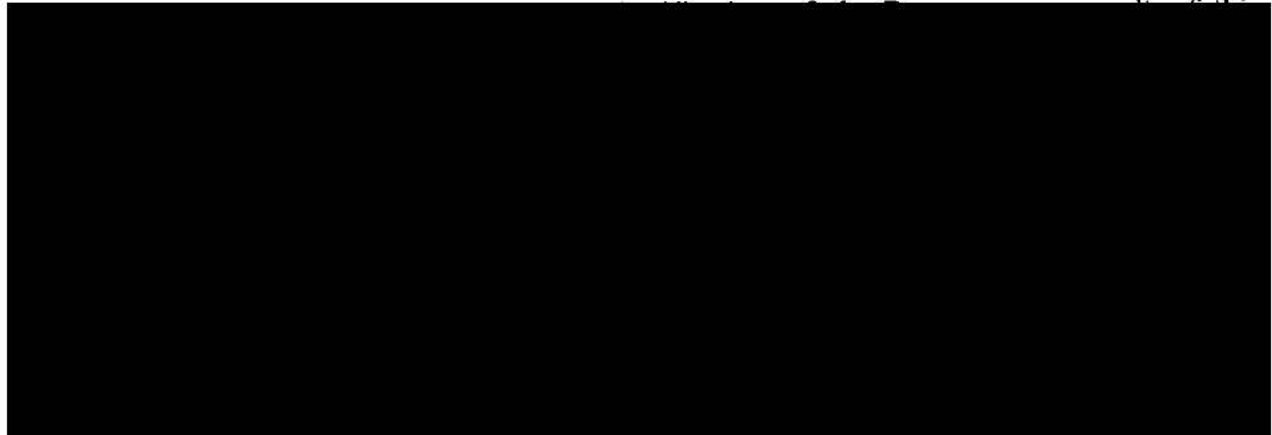
4.5 *Excluded Area.* Owner has requested and Lessee has agreed that no above-ground Solar Facilities be installed in certain areas of the Property, and such areas are shown on the map attached as Exhibit A-1 as the Excluded Area (the "Excluded Area"). The acreage referenced throughout this Section 4 will not include the acreage of the Excluded Area.

5. Ownership of Solar Facilities. Owner shall have no ownership or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Lessee may remove any or all Solar Facilities at any time. Except for payments of Rent described in Section 4, Owner shall not be entitled to any other payments or benefits accrued by or from the Solar Facilities, including renewable energy credits, environmental credits or investment or other tax credits.

6. Taxes.

6.1 *Lessee and Owner*

[REDACTED]



6.2 Tax Bills. Lessee shall have the right, but not the obligation, to seek to have its leasehold estate separately assessed to Lessee for real estate ad valorem tax purposes as well as personal property tax purposes, and Owner and Lessee agree jointly to use commercially reasonable efforts to cause the County tax assessor to issue separate property tax bills to Owner and Lessee. It is a condition to Owner's right to payment or reimbursement hereunder that Owner submit Owner's real property tax bill to Lessee no later than 15 days prior to the due date for such taxes. If Owner fails to pay for its share of real property taxes, Lessee shall have the right to pay such amounts on Owner's behalf and to offset any amounts so paid by Lessee against all or any of the Rent payments next payable by Lessee under this Agreement.

6.3 Contest. Lessee may contest the assessed value of the Solar Facilities and the legal validity and amount of any such taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers reasonable or necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. Owner shall submit to Lessee a copy of all notices and other correspondence Owner receives from any taxing authorities regarding the assessed value of the Property and/or the Solar Facilities within 30 days after Owner receives same, but in no event later than 30 days prior to the date an objection to such assessment or taxes must be filed. Owner agrees to provide to Lessee all reasonable assistance in contesting the validity or amount of any such taxes, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, but at no out-of-pocket cost to Owner. In the event the taxing authorities provide a separate assessment and tax statement for the portion of the real property taxes levied against or allocated to the Solar Facilities, Lessee agrees to pay such real property taxes directly to the taxing authorities.

6.4 Indemnity – Real Property Taxes. OWNER AND LESSEE EACH AGREES TO INDEMNIFY AND HOLD EACH OTHER HARMLESS FROM ANY LIABILITY, COST OR EXPENSES, PAID BY IT OR FOR WHICH IT IS LIABLE, IF SUCH PARTY SHOULD FAIL TO PAY ITS PORTION OF REAL PROPERTY TAXES IN ACCORDANCE WITH THIS AGREEMENT.

7. Lessee's Representations, Warranties, and Covenants. Lessee hereby represents, warrants, and covenants to Owner that:

7.1 Siting. Lessee shall provide Owner with a survey of each Project Site, including the exact acreage thereof, within 90 days of the Commercial Operation Date of the

Project. Owner hereby grants Lessee the right to record a notice of final description (“Notice of Final Description”) to reflect the boundaries of each Project Site, or at Lessee’s election to record or re-record one or more Memorandums of Lease in the county’s Real Property Records (as described in Section 13.9 below) and attach the legal description of each Project Site to the appropriate Memorandum of Lease. Lessee shall make all siting decisions as to Solar Facilities in its sole discretion. If Lessee builds Solar Facilities on part of the Property, then Lessee will make commercially reasonable efforts not to interfere with Owner’s agricultural activities on the rest of the Property, as set forth in Section 7.6.

7.2 Insurance. Lessee shall, at its expense, maintain liability insurance insuring Lessee and Owner against loss caused by Lessee’s use of the Property under this Agreement, or else Lessee shall self-insure and assume the risk of loss for general liability exposures that would have been covered by the policy, to the extent Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). The amount of such insurance shall be not less than \$1 million of combined single limit liability coverage before the Start of Construction and not less than \$5 million of combined single limit liability coverage after the Start of Construction. Under such policy, Owner will be named as an additional insured with respect to operations or activities of Lessee but only to the extent Owner is held liable for damage and injuries caused by such operation or activities for which Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). No coverage is provided for liability arising out of Owner’s own negligence or misconduct. Certificates of such insurance, or evidence of self-insurance reasonably acceptable to Owner, shall be provided to Owner upon request.

7.3 Mutual Indemnities.

(a) Lessee’s Indemnity. Lessee will indemnify, defend and hold harmless Owner and Owner’s shareholders, directors, successors, assigns, personal representatives, trustees, mortgagees, employees and agents (collectively, “Owner’s Indemnified Parties”) against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys’ fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by the operations or activities of Lessee or its employees, contractors or agents. The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and the like that may result from Owner’s loss of use of the Project Site or any other portion of the Property occupied by Solar Facilities. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Owner or any of Owner’s Indemnified Parties or any party other than Lessee or its employees, contractors or agents.

(b) Owner’s Indemnity. Owner will indemnify, defend and hold harmless Lessee and Lessee’s members, shareholders, directors, successors, assigns, affiliates, personal representatives, trustees, mortgagees, employees and agents (collectively, “Lessee’s Indemnified Parties”) against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys’ fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by (i) any negligent act or failure to act by Owner, guest or invitee, or (ii) any breach of this Agreement by Owner. This indemnification shall survive the termination of this Agreement. This indemnification shall not

apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Lessee or any of Lessee's Indemnified Parties or any party other than Owner or its employees, contractors or agents.

7.4 Requirements of Governmental Agencies. Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the construction and operation of the Solar Facilities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Property, Project Site or Solar Facilities of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall cooperate in every reasonable way in such contest, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, at no out-of-pocket expense to Owner. Any such contest or proceeding shall be controlled and directed by Lessee, but Lessee shall indemnify Owner from Lessee's failure to observe or comply with the contested law, ordinance, statute, order, regulation or property assessment.

7.5 Construction Liens. Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property in connection with Lessee's use of the Property. Lessee may contest any such lien and the legal validity and amount of any such lien; *provided, however*, that if Lessee elects to contest any such lien, Lessee shall, within 60 days after it receives notice of the filing of such lien, either bond around such lien or establish appropriate reserves therefor, or otherwise remove such lien from the Property pursuant to applicable law.

7.6 Lessee Non-Interference with Agricultural Activities. In the construction and operation of its Solar Facilities, Lessee will make commercially reasonable efforts not to interfere with Owner's agricultural activities on the rest of the Property. To facilitate communication, Lessee and Owner will each designate a single point of contact with the other Party.


(a) Construction and Siting. Lessee will consult with Owner (or, at Owner's request, with Owner's then-current tenant) prior to the Start of Construction to describe Lessee's plan and schedule for construction on the Property. As part of the consultation, Lessee will present a preliminary site map showing the Project Site and any new roads, overhead transmission lines, electric substation or switchyard, or operations and maintenance building proposed to be located on the Property outside of the Project Site pursuant to Section 8.6 or Section 10.1 (the "Related Facilities"), and solicit Owner's advice and input, before finalizing the site design. Lessee will also discuss with Owner the measures Lessee will take during construction to minimize conflicts between Lessee's construction activities and Owner's ongoing agricultural operations.

(b) Soil Restoration; Compaction; Weed Control. Outside of the Project Site, Lessee shall use commercially reasonable efforts to minimize any damage to and disturbance of growing crops and crop land caused by its construction activities and will work with Owner to minimize areas of potential soil compaction. Lessee shall not remove topsoil from the Property, and shall replace removed topsoil to the location from which it was removed to the extent practicable, or such other location on the Property as may be reasonably requested by Owner. Upon

completion of construction on the Property, Lessee will restore the soil surface on any portion of the Property disturbed by Lessee that is outside of the Project Site or the boundaries of any Related Facilities. In addition, if such disturbed area was in pasture prior to construction, Lessee will re-plant native or similar grass seed on such portion of the Property. If Lessee causes compaction of any previously cultivated part of the Property located outside of the Project Site or the boundaries of any Related Facilities, Lessee will "rip" such portion of the Property in at least three passes to a depth of at least 18 inches. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to control weeds within the Project Site, the portions of the Property where Related Facilities have been installed, and in areas disturbed by Lessee's construction on the Property. Owner may spray to control weeds up to the edge of the Project Site.

(c) Underground Lines and Drainage Tiles. During construction on the Property, Lessee will promptly repair any damage to underground drainage tiles or waterways caused by the construction activities of Lessee, and such repairs will be done by a qualified professional. Lessee shall have a continuing obligation to effect repairs to drainage tiles for any damage provided that such damage is related to the construction activities of Lessee. Once Owner has provided Lessee with written acceptance of the drainage repairs, Lessee shall be relieved of any obligation to effect further repairs unless Lessee causes new damage to drainage tiles or waterways.

(d) Crop Damage.



(e) Gates and Fences. If Owner's Property is fenced, all of Lessee's newly constructed access roads located on the Property shall be gated by Lessee at Lessee's expense, and Owner shall be furnished with keys or other ability to open and close such exterior gates. Lessee shall maintain such gates as part of the Solar Facilities. When installing a gate within Owner's existing fence, Lessee will make such fence cuts, braces, and repairs that will be permanent and remain functional for the remaining life of the fence of which they are part; alternatively, Owner may require Lessee to install a cattle guard in lieu of any internal gate. When accessing the Property, Lessee will close gates used by its personnel except when open to permit the passage of vehicular traffic, so that Owner's or Owner's tenant's livestock do not stray or escape through such gates. Additionally, Owner authorizes Lessee, at Lessee's sole expense, to take reasonable safety

and security measures to reduce the risk of damage to Solar Facilities or the risk that Solar Facilities will cause damage, injury or death to people, livestock, other animals and property, including fencing around the Project Site and the perimeter of any electric substation or switchyard, operations or maintenance building, or (during periods of construction) laydown area located outside of the Project Site, as Lessee may deem necessary or appropriate to secure or enclose the same.

(f) Roads. To minimize erosion caused by Lessee's construction of roads on the Property and facilitate natural drainage, Lessee will seek Owner's advice on the design and location of such roads. Lessee will incorporate Owner's advice into the final road design to the extent such advice does not substantially increase construction costs over a design based on good engineering practice, as determined by Lessee in its reasonable judgment. During construction, Lessee will keep Owner's existing site roads used by Lessee in good repair. After the Commercial Operation Date, Lessee will maintain roads used by Lessee on the Property outside of the Project Site to the extent necessary for Lessee's continued use, as reasonably determined by Lessee, and will use commercially reasonable efforts to minimize erosion caused by Lessee's road use. The crown of new roads located in any previously cultivated portion of the Property will be kept to a minimum. Lessee will ensure there is an adequate crossing point for agricultural vehicles over any new roads. New roads used during construction but not required for operations will be reclaimed. If the installation of Solar Facilities re-routes the natural drainage, causing drainage problems on the Property, Lessee will use commercially reasonable efforts to correct such problems.

(g) Resources. Lessee may use caliche, gravel and water from the Property, so long as Lessee pays Owner the then current market price, excluding cost of transportation.

(h) Animals. Lessee's employees shall not bring animals onto the Property at any time.

(i) Keeping the Property Clean. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to keep the Property neat and clean (free from debris and waste), and shall remove all refuse, litter and debris created by Lessee and its invitees, licensees, agents and contractors from the Property.

(j) Livestock. Lessee will use commercially reasonable efforts to minimize any interference with Owner's livestock operation.

7.7 Hazardous Materials. Lessee shall not violate, and shall indemnify Owner against any liability and expense arising from violation by Lessee of, any federal, state, or local law, ordinance, or regulation promulgated thereunder ("Environmental Laws") relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials in, on or under the Property. This provision shall survive termination of this Agreement. For purposes of this Agreement, "Hazardous Materials" means any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property.

7.8 Noise, Glare and Shadow. Lessee shall have the right in connection with the construction, use and operation of Solar Facilities to emit or cause the emission of noise, to impact Owner's views of and from the Property, and to allow or permit the Solar Facilities to cast shadows and to create, cause and emit glare or shadow onto the Property and adjacent properties, and similar field effects. OWNER, FOR ITSELF AND ON BEHALF OF ITS SUCCESSORS AND ASSIGNS, HEREBY ACCEPTS SUCH EFFECTS, WAIVES ANY RIGHT TO OBJECT TO SUCH EFFECTS AND RELEASES LESSEE FROM ANY CLAIMS, DAMAGES, LIABILITIES OR LOSSES OWNER MAY INCUR THEREFROM.

8. Owner's Representations, Warranties, and Covenants. Owner hereby represents, warrants, and covenants as follows:

8.1 Owner's Authority. Owner is the sole owner of the Property and holds fee simple title to the surface estate of the Property. Owner has the unrestricted right and authority and has taken all necessary action to authorize Owner to execute this Agreement and to grant to Lessee the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so and all persons having any ownership interest in the Property (including spouses) are signing this Agreement. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner and the Property in accordance with its terms. Without limiting the foregoing, if a title search shows that the holders of fee simple title to the Property are different from the persons who signed this Agreement as Owner, the persons who signed this Agreement as Owner shall immediately cause all of the holders of fee simple title to the Property to execute an amendment to this Agreement pursuant to which all of such holders of fee simple title to the Property agree to and ratify this Agreement, all at no cost to Lessee.

8.2 Restrictive Covenant - No Interference. Lessee shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance, or operation of Solar Facilities, whether located on the Property or elsewhere; access over the Property to such Solar Facilities; Lessee's rights granted hereunder to use the Property for any other Solar Energy Purposes; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, (a) the activities of Owner shall not disturb or interfere with the unobstructed flow of Solar Energy upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing permanent or temporary buildings, barns, silos or other structures or facilities (collectively, "Owner's Structures") closer than five (5) times the height of any such Owner's Structure from any Solar Generating Equipment of Lessee, whether located on the Property or elsewhere, and (b) Owner shall not engage in any other activity on the Property or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Solar Facilities. The area of land to remain unobstructed by Owner will consist horizontally of the entire Property, and vertically all space located above the surface of the Property. If Lessee builds Solar Facilities on only a portion of the Property, Owner may use the rest of the Property in any manner that complies with the foregoing. In addition, Owner represents that it is not aware of any pending or threatened lawsuits or government actions that might interfere with the construction or operation of Solar Facilities on the Property, or any delinquent taxes affecting the Property.

8.3 Water Rights. Owner shall retain its water rights and the ability to physically remove and contractually sell the water from existing wells on the site, provided that (a) Owner's exercise of its water rights shall not interfere with the construction, installation, maintenance, or operation of Solar Facilities, or access over the Property to such Solar Facilities, or Lessee's rights hereunder to use the Property for any other Solar Energy Purposes; and (b) Lessee shall be entitled to consume water from the Property for both onsite and offsite Solar Energy Purposes if it pays Owner then-current market rates (excluding cost of transportation) or purchases water directly from the local water authority.

8.4 Liens and Tenants. Except as disclosed by Owner in writing to Lessee on or prior to the Effective Date, Owner represents that there are no liens, encumbrances, leases, easements, mortgages, deeds of trust, security interests, mineral or gas and gas rights, options, sale contracts, claims, disputes or other exceptions to Owner's fee title ownership of the Property or to Owner's right, title or interest in the Property (collectively, "Liens"), which are not recorded in the public records of the County in which the Property is located. Lienholders (including tenants), whether or not their Liens are recorded, shall be Owner's responsibility, and Owner shall fully cooperate and assist Lessee in obtaining a non-disturbance agreement from each party that holds a Lien that Lessee determines in its discretion might interfere with Lessee's rights under this Agreement. A non-disturbance agreement is an agreement between Lessee and a lienholder which provides that the lienholder shall not disturb Lessee's possession or rights under this Agreement or terminate this Agreement so long as Owner is not entitled to terminate this Agreement under the provisions hereof. If Owner is unable to obtain any such non-disturbance agreement from a lienholder that holds a mortgage, deed of trust, tax lien or other Lien that is senior to this Agreement (if any), Lessee shall be entitled (but not obligated) to make payments in fulfillment of Owner's obligations to the lienholder and may offset the amount of such payments from amounts due Owner under this Agreement. Owner represents that Owner is not aware of any delinquent taxes affecting the Property.

8.5 Requirements of Governmental Agencies. Owner shall assist and fully cooperate with Lessee, at no out-of-pocket expense to Owner, in complying with or obtaining any land use or siting permits and approvals, property tax abatements, building permits, environmental impact reviews, or any other approvals required for the financing, construction, installation, monitoring, replacement, relocation, maintenance, operation or removal of Solar Facilities (whether located on the Property or elsewhere), including execution of applications for such approvals if required. In connection with any applications for such approvals, Owner agrees at Lessee's request to support such application (at no out-of-pocket expense to Owner) at any administrative, judicial or legislative level, including participating in any appeals or regulatory proceedings. If Owner is contacted directly by any governmental agency about this Agreement, any Solar Facilities or the Property, Owner shall notify Lessee. To the extent permitted by law, Owner hereby waives any setbacks or other restrictions on the location of any Solar Facilities to be installed on the Property or on adjacent properties, including but not limited to waiver of all property line setbacks, pursuant to state or county rules, regulations or ordinances (that is, Owner approves a reduction of each such setback to zero), and Owner shall cooperate with Lessee in providing documentation of such setback waivers and shall execute any documents reasonably requested by Lessee to evidence Owner's waiver of such setbacks.

8.6 Access. Owner hereby grants to Lessee the right of ingress to and egress from Solar Facilities (whether located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time ("Access Easement"). The Access Easement shall include the right to improve existing roads and lanes, shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Access Easement shall expire upon termination or expiration of this Agreement.

8.7 Construction Easement. Owner grants Lessee an easement in, over and across the Property ("Construction Easement") which may be utilized on a temporary basis for access, construction laydown or other purposes to facilitate the construction, maintenance or repair of Solar Facilities (whether located on the Property or nearby properties) during any time that Lessee is conducting such work. Lessee shall have the right, at its sole expense, to (a) remove any existing trees, shrubs, vegetation, structures or improvements located on a Project Site or the site of Related Facilities that might interfere with construction or operation of Solar Facilities; and (b) change the grade of any part of the Property used as a Project Site, to the extent necessary to construct Solar Facilities, as determined by Lessee. Lessee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying outside of the Project Site during construction. Lessee will comply with Section 7.6 with respect to damage caused by Lessee's use of the Construction Easement. The Construction Easement shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Construction Easement shall expire upon the termination or expiration of this Agreement.

8.8 Mineral Development. This Agreement is subject to any and all existing mineral reservations and mineral leases granted by Owner or its predecessors-in-interest, which cover some or all of the Property as of the Effective Date. In order to permit the simultaneous use of the Property for Solar Energy Purposes and mineral resource development, Owner and Lessee agree to work cooperatively together to ensure that Owner can benefit from the exploitation of the mineral resources on or under the Property and Lessee can undertake development of Solar Energy projects with reasonable certainty that the exploitation of the mineral resources will not interfere with or adversely affect the Solar Energy projects or unobstructed access to sunlight on the Property. Thus, prior to the issuance of any new mineral lease or to a sale or exchange of minerals under the Property during the Term, Owner will advise and consult with Lessee regarding each such proposed transaction and include in any new lease or sale or exchange documentation, as applicable, a requirement that the buyer, lessee or other party to the minerals transaction waive and release during the Term, any and all rights to enter upon, utilize or disturb the surface area of the Property for any reason whatsoever, including, without limitation, the exploration, drilling or mining of such oil, gas or other minerals; *provided, however*, that foregoing waiver and release shall not preclude the exploration, mining, development, extraction and production of oil, gas, sulphur or other minerals from or under the Property (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) by means of directional or horizontal drilling or utilized or pooled operations with the well and all surface equipment located off the Property, without, in either case, any well bore or mine shaft penetrating any depth beneath the Property above the subsurface depth of five hundred feet (500') feet nor shall such well bore or mine shaft impair the subjacent support of the Property or of any improvements now or hereafter situated on

the Property. In addition, upon written request from Lessee, Owner shall (i) cooperate with Lessee in requesting a separate nondisturbance agreement from any existing mineral interest lessee or owner on terms reasonably acceptable to Lessee, and (ii) enforce any rights Owner may have against any such mineral interest lessee or owner in order to provide reasonable accommodation for Lessee to exercise its rights under this Agreement.

8.9 Hazardous Materials.

(a) Owner shall not violate, and shall indemnify Lessee against any such violation of, any Environmental Laws in, on or under the Property. Owner shall promptly notify Lessee of any such violation. This provision shall survive expiration or termination of this Agreement.

(b) To the best of Owner's knowledge, the Property, including, but not limited to, all improvements, facilities, structures and equipment thereon, and the soil and groundwater thereunder, is not in material violation of any Environmental Laws. No release or threatened release of any Hazardous Material has occurred, or is occurring, at, on, under, from or to the Property, and no Hazardous Material is present in, on, under or about, or migrating to or from the Property that could give rise to a claim under Environmental Laws. Neither Owner nor, to the best of Owner's knowledge, any third party has used, generated, manufactured, produced, stored or disposed of on, under or about the Property, or transported to or from the Property any Hazardous Materials in violation of Environmental Laws or in such a manner as to require investigation or remediation of such Hazardous Materials. To Owner's knowledge, there are no storage or other tanks or containers, or wells or other improvements, below the surface of the Property, nor have any storage or other tanks or containers, or wells or other improvements ever previously been located below the surface of the Property. Owner shall be responsible for and/or shall indemnify Lessee for any liability arising out of a violation of any Environmental Laws in, on or under the Property that may exist (whether known or unknown) as of the Effective Date.

8.10 Non-exclusive Grant of Rights. Owner hereby grants Lessee a non-exclusive right, privilege, license and easement covering all of the following:

(a) Any and all easements, rights-of-way, rights of entry, hereditaments, privileges and appurtenances benefiting, belonging to or inuring to the benefit of Owner and pertaining to the Property.

(b) Any and all right, title and interest of Owner in and to any land in the bed of any street, road, avenue or alley (open, proposed or closed) in front of or adjoining the Property and any and all right, title and interest of Owner, in and to any rights-of-way, rights of ingress or egress, or other interests in, on, or to any land, highway, street, road, avenue or alley (open, proposed or closed) in, on, or across, in front of, abutting, or adjoining the Property.

(c) Any and all right, title and interest of Owner, in and to any strips or gores of land adjacent or contiguous to the Property, whether those lands are owned or claimed by deed, limitations, or otherwise.

8.11 Hunting. For safety reasons, hunting is prohibited on the Property after the Start of Construction.

9. Assignment.

9.1 Assignments by Lessee. Lessee and any Assignee (as hereinafter defined) shall have the right, without obtaining the consent of Owner, to do any of the following with respect to all or any portion of its right, title and/or interest in and to this Agreement, the Lease, the Property, any Project Site and/or any Solar Facilities: (a) grant subleases, separate easements, co-easements, subeasements, licenses or similar rights (however denominated) to one or more Assignees, (b) collaterally assign, mortgage, encumber, pledge or transfer all or any portion of its right, title or interest therein to one or more parties providing financing to Lessee, and/or (c) sell, lease, assign, transfer or otherwise convey all or any portion of its right, title or interest therein to one or more Assignees. Lessee or an Assignee that has assigned an interest hereunder will give notice of such assignment (including the address of the assignee thereof for notice purposes) to Owner, *provided* that failure to give such notice shall not constitute a default under this Agreement but rather shall only have the effect of not binding Owner with respect to such assignment until such notice shall have been given. For purposes of this paragraph, an “Assignee” is any of the following: (i) any one or more parties involved in the development, financing or refinancing of any Solar Facilities, including, without limitation, any lender to or investor in, or purchaser or lessee of, Solar Facilities; (ii) any one or more parties involved in financing or refinancing the development of any Solar Facilities, or any purchaser or owner of Solar Facilities; (iii) a corporation, partnership or limited liability company now existing or hereafter organized (including Lessee) in which Lessee or any of its owners, or any affiliate or partner of either, owns (directly or indirectly) a controlling interest at the time of assignment; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation, partnership or limited liability company; or (v) a corporation, partnership, limited liability company, or other entity that acquires all or substantially all of Lessee’s business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means.

9.2 Assignee Obligations. No Assignee shall have any obligation or liability under this Agreement prior to the time that such Assignee takes actual physical possession of the Property. An Assignee shall be liable to perform obligations under this Agreement only for and during the period such Assignee is in possession of the Property. Any assignment permitted hereunder shall release the assignor from assigned liabilities of Lessee under this Agreement when the Assignee agrees in writing to perform the assigned obligations, if such Assignee either (a) is at least as creditworthy as the assignor at the time of the assignment, or (b) owns or holds, or will own or hold, a majority or controlling interest, directly or indirectly, in any Solar Facilities including Solar Generating Equipment located on the Property.

9.3 Right to Cure Defaults. To prevent termination of this Agreement or any partial interest therein, Lessee (or any Assignee) shall have the right, but not the obligation, at any time prior to the termination, to pay any or all amounts due hereunder, and to do any other act or thing required of any Assignee or Lessee hereunder or necessary to prevent the termination of this Agreement or any partial interest therein. A default of the holder of a partial interest in this Agreement will not be considered a default by the holder of any other partial interest in this Agreement, and the non-defaulting holder’s partial interest shall not be disturbed. If Lessee or an Assignee holds an interest in less than all of this Agreement, the Property or the Solar Facilities, any default under this Agreement shall be deemed remedied, as to Lessee’s or such Assignee’s partial interest, and Owner shall not disturb such partial interest, if Lessee or the Assignee, as the

case may be, shall have cured its *pro rata* portion of the default by paying the fees attributable to the Solar Facilities or the Project Site in which Lessee or the Assignee, as the case may be, holds an interest.

9.4 Separability. Lessee may use the Property in connection with one or more Project Sites of associated Solar Facilities constructed, installed and/or operated on the Property and/or on other lands in the general vicinity of the Property by or on behalf of Lessee or an affiliate or Assignee(s) thereof as an integrated energy generating and delivery system. If Lessee elects to use the Property for two or more Project Sites, then Owner shall, within 20 days after request from Lessee, and without demanding any additional consideration, bifurcate this Agreement and the Lease by entering into and delivering to Lessee two or more independent new lease agreements (which shall supersede and replace this Agreement) that provide Lessee with separate leasehold estates in different portions of the Property, as designated by Lessee. Each such new lease agreement shall: (a) specify the portion(s) of the Property to be covered thereby, (b) contain the same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Lessee or any other person or entity prior to the execution of such new agreements, and except for any modifications that may be required to ensure that each Party's combined obligations under such new agreements do not exceed such Party's obligations under this Agreement) and be in a form reasonably acceptable to Lessee; (c) be for a term equal to the remaining Term of this Agreement; (d) contain a grant of access, transmission, communications and other easements for the benefit of each of the bifurcated estates, covering such portion or portions of the Property outside of the benefited estate in each case as Lessee may designate; (e) require payment to Owner of only an acreage-proportionate part of each payment due under Section 4 (which under all such new agreements shall in the aggregate equal the amounts that are due under Section 4); (f) provide for payments thereafter due under Section 4 and elsewhere to be paid with respect to the Solar Facilities actually installed under such new lease for the portion of the Property subject to such lease; and (g) enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Property. Further, notwithstanding any other provision of this Agreement, (i) in the event of any uncured default under any such new lease agreement, such event of default shall not affect, or cause a termination of, any other such new lease agreement or any rights or interests granted under any other such new lease agreement and (ii) in the event of a termination of any such new lease agreement, the remaining new lease agreements and all rights granted therein, including all easements affecting any portions of the Property (regardless of whether such portions of the Property are part of or outside the benefited estate), shall remain in full force and effect without any further compensation due Owner.

9.5 Transfers by Owner. Owner shall have full right and authority to sell, convey, mortgage, or transfer to one or more transferees, all of Owner's right, title and interest in and to the Property, but any such sale or other transfer shall be subject to the Construction Easement, the Transmission Easement, the Access Easement and this Agreement.

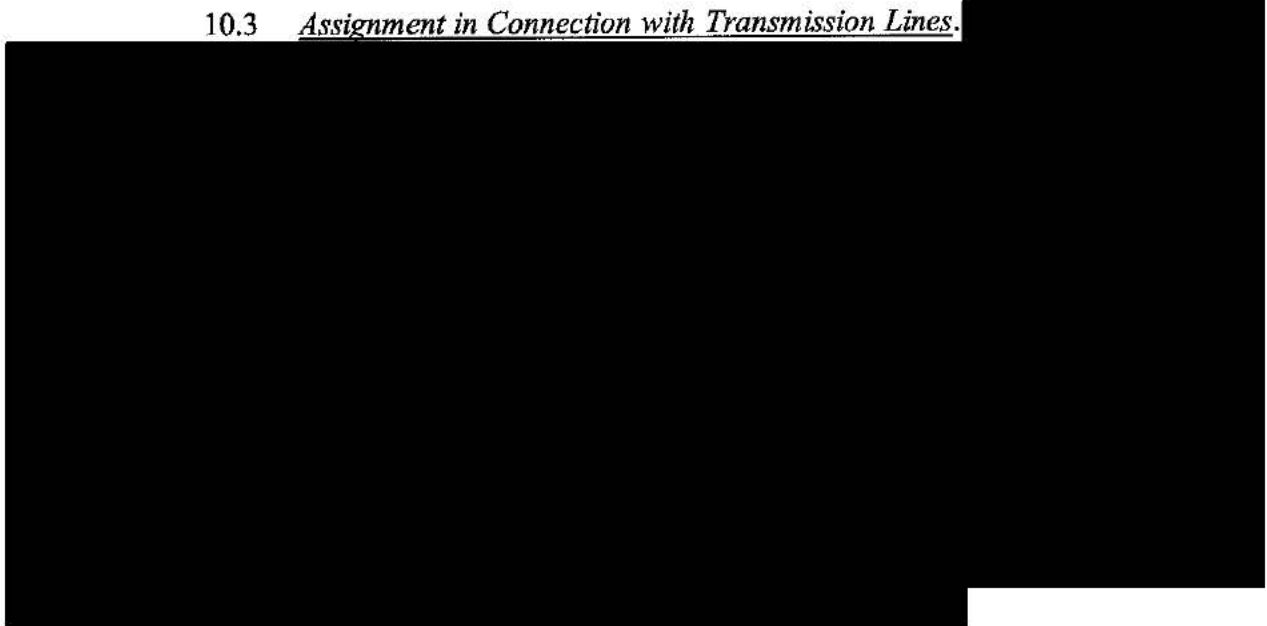
10. Transmission.

10.1 Grant of Transmission Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner, Owner hereby grants to Lessee an exclusive easement ("Transmission Easement") in, on, along, over, above, across and under the Property for the right to erect, construct, reconstruct, replace, relocate, remove, maintain

and use the following from time to time in connection with Solar Energy Purposes, whether carried out on the Property or elsewhere: (a) a line or lines of poles or towers, together with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said poles, towers, wires and cables on, along and in the Property, including beneath the bed of any road located on the Property; and (b) one or more electric inverters, substations or interconnection or switching facilities from which Lessee or others that generate energy may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, together with the appropriate rights-of-way, on, along and in the Property. Said poles, towers, wires, cables, substations, facilities and rights-of-way are herein collectively called the "Transmission Facilities."

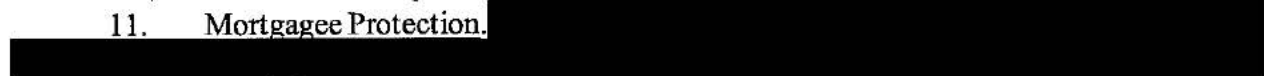
10.2 Access. The Transmission Easement also includes the right of ingress to and egress from the Transmission Facilities (whether located on the Property or elsewhere), over and along the Property by means of roads and lanes thereon if existing or otherwise by such route or routes as Lessee may construct from time to time.

10.3 Assignment in Connection with Transmission Lines.



10.4 Term; Assignment. The term of the Transmission Easement shall expire upon expiration or termination of this Agreement, except that if Lessee grants a utility or other duly authorized entity any rights pursuant to Section 10.3, then the term of the Transmission Easement shall be perpetual. Lessee (and any Assignee) shall have the right, without need for Owner's consent, to assign or convey all or any portion of the Transmission Easement to an Assignee on an exclusive or nonexclusive basis. The Transmission Easement shall run with the Property and inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

11. Mortgagee Protection.

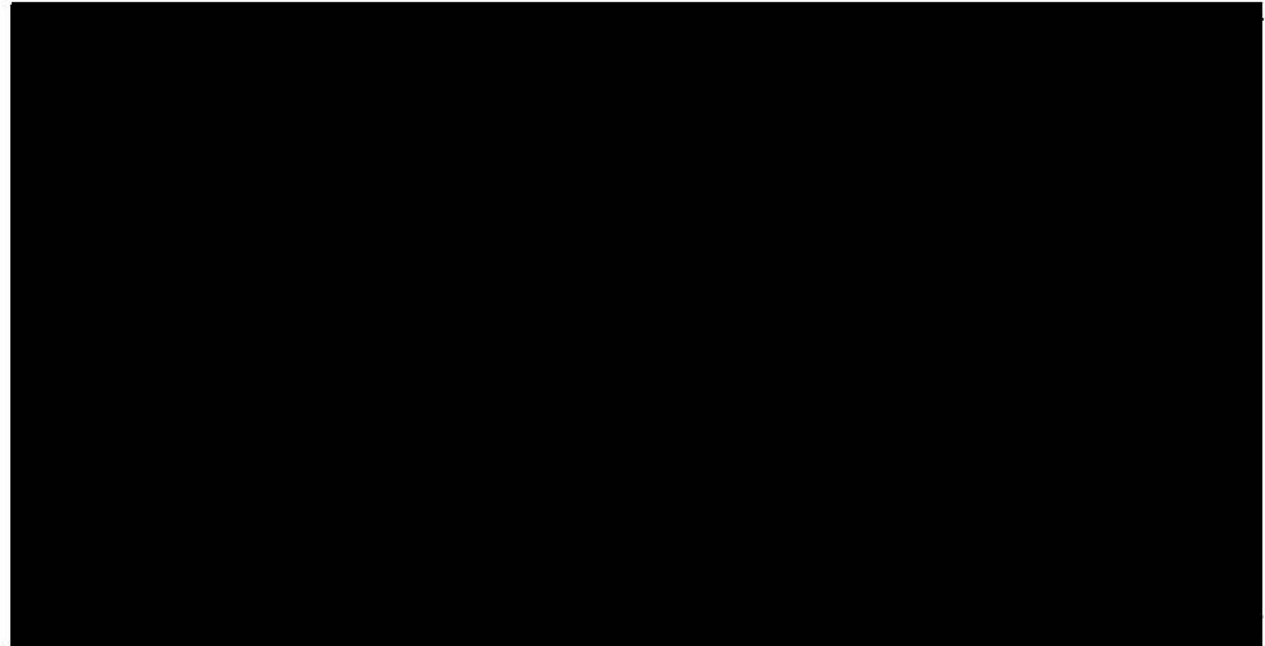
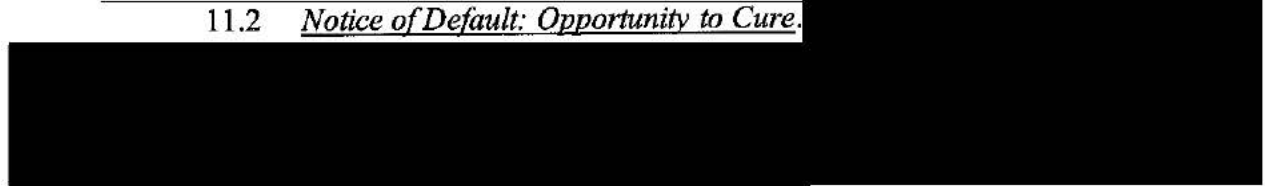




11.1 Leasehold Mortgagee's Right to Possession, Right to Acquire and Right to Assign.



11.2 Notice of Default: Opportunity to Cure.



[REDACTED]

11.3 New Lease or Easement to Mortgagee. If this Agreement or a partial interest herein terminates because of Lessee's default or if any leasehold and/or easement estate is foreclosed, or if this Agreement or a partial interest herein is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Owner shall, upon written request from any Leasehold Mortgagee within 90 days after such event, enter into a new agreement ("New Lease") for the Property or portion thereof, on the following terms and conditions:

(a) The terms of the New Lease shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the term of this Agreement, subject to the same terms and conditions set forth in this Agreement as are applicable to such interest, as if this Agreement had not been terminated.

(b) The New Lease shall be executed within 30 days after receipt by Owner of written notice of the Leasehold Mortgagee's election to enter into a New Lease, provided such Leasehold Mortgagee: (i) pays to Owner all rent and other monetary charges payable by Lessee

under the terms of this Agreement up to the date of execution of the New Lease, as if this Agreement or applicable interest therein had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Lessee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Leasehold Mortgagee within 120 days of the termination, foreclosure, rejection, or disaffirmance; and (iii) agrees in writing to perform, or cause to be performed within a reasonable period of time, all non-monetary obligations which have not been performed by Lessee and which should have been performed under this Agreement or the partial interest therein up to the date of commencement of the New Lease, except those obligations which constitute non-monetary defaults not susceptible to cure. Any New Lease granted to the Leasehold Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrances or other interest created by Owner.

(c) At the option of the Leasehold Mortgagee, the New Lease may be executed by a third party designated by such Leasehold Mortgagee, without the Leasehold Mortgagee assuming the burdens and obligations of Lessee thereunder.

(d) The provisions of this Section 11.3 shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 11.3 were a separate and independent contract made by Owner, Lessee and such Leasehold Mortgagee, and, from the date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such New Lease, such Leasehold Mortgagee may use and enjoy said Property without hindrance by Owner or any person claiming by, through or under Owner, provided that all of the conditions for a New Lease as set forth herein are complied with.

11.4 Leasehold Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as there exists a Leasehold Mortgage, this Agreement shall not be modified or amended with respect to the interest in this Agreement encumbered by such Leasehold Mortgage and Owner shall not accept a surrender of the Property or any part thereof or a cancellation, termination or release of this Agreement from Lessee prior to expiration of the term without the prior written consent of any Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by such Leasehold Mortgagee.

11.5 Estoppel Certificates, Etc. Owner shall execute such (a) estoppel certificates (certifying as to such matters as Lessee may reasonably request, including, without limitation, that no default then exists under this Agreement, if such be the case); (b) consents to assignment, (c) non-disturbance agreements (respecting other property as to which Owner or its affiliates may have lease, use or other rights), and (d) documents reasonably required by a title insurance company, in each case as Lessee or any Assignee may reasonably request from time to time. Owner shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Lessee or any Assignee for the purpose of implementing the terms and conditions contained in this Agreement or of preserving a Leasehold Mortgagee's security interest, at no out-of-pocket cost to Owner. Notwithstanding any provision of this Agreement, the Parties agree that this Agreement shall not be modified or amended prior to expiration of the Term in a manner which would materially and adversely affect any Assignee

without such Assignee's prior written consent. The previous sentence is for the express benefit of, and shall be enforceable by, each Assignee.

12. Default and Termination.

12.1 Lessee's Right to Terminate.

[REDACTED]

12.2 Owner's Right to Terminate.

[REDACTED]

12.3 Effect of Termination.

[REDACTED]

12.4 Security for Removal.

[REDACTED]

13. Miscellaneous.

13.1 Force Majeure. If performance of this Agreement or of any obligation hereunder is prevented, or materially hindered by reason of an event of Force Majeure (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention or material hindrance. The affected Party shall use reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, flood, drought, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; strikes or labor disputes; war, civil strife, sabotage, vandalism, or other violence; any law, order, proclamation, regulation, ordinance, action, demand, approval, delay, moratorium, permit or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of the Party claiming Force Majeure.

13.2 Confidentiality. Owner shall maintain in the strictest confidence, for the sole benefit of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee or discovered by Owner, unless such information either (a) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents, or (b) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity, or (c) is required to be disclosed by a court or governmental agency; *provided however*, that Owner may disclose the financial terms of this Agreement to Owner's family members; consultants, accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; prospective buyers of the Property; or lenders that may have a mortgage on the Property. Lessee shall maintain in confidence, and shall not publish or otherwise disclose, information pertaining to the financial

terms of this Agreement except as necessary in connection with Lessee's development, construction, operations or financing activities or in connection with any assignment. The provisions of this Section 13.2 shall survive the termination or expiration of this Agreement.

13.3 Successors and Assigns. This Agreement and any right, title or interest hereunder shall inure to the benefit of and be binding upon Owner and Lessee and, to the extent provided in any assignment or other transfer under Section 9, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Lessee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in this Agreement as to all or a portion of the Property and actually are exercising rights under this Agreement to the extent consistent with such interest. The Parties agree and intend that the provisions of this Agreement shall be covenants running with the land and that they touch and concern the land because they determine how the Parties will use the Property and its resources, including payment for those resources and use of the Property. The Parties further agree and intend that any conveyance, assignment, sale or other transfer of all or a portion of either Party's rights or interests covered by and permitted under this Agreement shall include and be subject thereto because the provisions of this Agreement are covenants that run with the land. As covenants running with the land, the Parties intend that should either no longer share privity of estate with the other, its rights and obligations in this Agreement pass to the person or entity that shares privity of estate and assumes the role of Owner or Lessee. As a result, any Party who ceases to have privity of estate under this Agreement shall bear no liability or any obligation for the terms hereunder after the date on which privity ends. The privity of contract between the current Parties shall not change this result because the Parties do not intend the use of identifiers like Owner or Lessee to bind those specific Parties upon any transfer, conveyance, assignment, sale or other transfer covered by and permitted under this Agreement.

13.4 Notices. All notices, requests and other communications required or permitted by this Agreement shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, certified, and addressed as follows:

If to Owner:

Jerry Hardesty and Carolyn Hardesty
1745 Irvington Guston Rd.
Guston, KY 40142

Telephone:
Email:

If to Lessee:

Merino Solar LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attn: General Counsel



If to any Assignee:

At the address indicated in the notice to Owner provided under Section 9.1.

Payments to Owner shall be mailed to Owner's address above and made out to Owner, unless Owner directs Lessee otherwise in writing. For the purpose of notices to be given by Owner, Owner

designates the person to whom notices are given hereunder as its primary contact, and Lessee shall be entitled to rely on any notices given by such individual in writing as if given in writing by all of the persons or entities constituting Owner. Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph. Any notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such notice is only mailed by certified mail, in which case it shall be deemed to be received five business days after the date it is mailed.

13.5 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Owner and Lessee respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

13.6 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state or federal courts located in Louisville, Kentucky. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the Court. In no event shall either Party be liable under this Agreement for consequential, punitive, special, incidental or indirect damages.**

13.7 Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the Term of this Agreement, the Construction Easement, the Transmission Easement or the Access Easement be longer than, respectively, the longest period permitted by applicable law.

13.8 No Partnership. Neither the provisions of this Agreement, nor the provisions of any other agreements referenced herein, nor any acts of the Parties, nor any other circumstances shall be deemed to create a partnership or joint venture between the Parties with respect to the Property or the Solar Facilities for any purposes whatsoever. Each Party shall, in connection with this Agreement, the Property, or the Solar Facilities, take reasonable steps in dealing with third parties to negate any inference that such partnership or joint venture exists.

13.9 Memorandum. Neither Owner nor Lessee shall record this Agreement in its entirety. The Parties agree that a Memorandum of Lease shall be recorded in the real property records of the County where the Property is located ("Real Property Records") at Lessee's expense, in a form reasonably acceptable to both Parties, which form shall not contain any of the financial

provisions hereof. In the event of any inaccuracy in Exhibit A, Lessee may correct such inaccuracy in order to accomplish the intent of Lessee and Owner.

13.10 Tax and Renewable Energy Credits. If under applicable law, the holder of a lease becomes ineligible for any tax credit, renewable energy credit, environmental credit or any other benefit or incentive for renewable or low carbon energy established by any local, state or federal government, then, at Lessee's option, Owner and Lessee shall exercise good faith and negotiate an amendment to this Agreement or replace it with a different instrument so as to convert Lessee's interest in the Property to a substantially similar interest that makes Lessee eligible for such credit, benefit or incentive.

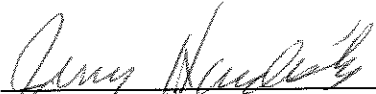
13.11 Further Assurances. From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments, documents and actions specifically provided for herein, as such other Party may reasonably request in order to effectuate the provisions of this Agreement, consummate the transactions contemplated herein, or confirm or perfect any right, restriction or interest to be created or transferred hereunder or pursuant to these transactions.

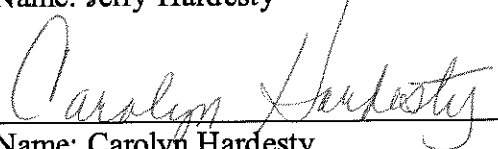
13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[Signatures to follow on next page.]


IN WITNESS WHEREOF, Owner and Lessee, individually or through duly authorized representatives, hereby execute this Agreement and certify that they have read, understand and agree to the terms and conditions of this Agreement.

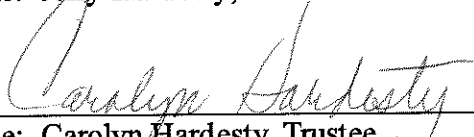
“Owner”


Name: Jerry Hardesty


Name: Carolyn Hardesty

The HARDESTY REVOCABLE LIVING TRUST, dated January 4, 2008

By: 
Name: Jerry Hardesty, Trustee

By: 
Name: Carolyn Hardesty, Trustee

[Signatures continued on following page.]

“Lessee”

**Merino Solar LLC,
a Delaware limited liability company**


By:  _____
Name: _____
Title: **Anthony Pedroni**
Vice President

EXHIBIT A

Legal Description of the Property

ALL THAT CERTAIN real estate lying and being situated in Meade County, Kentucky, being more particularly bounded and described as follows:

ALL THAT CERTAIN real estate lying and being situated in Breckinridge County, Kentucky, and Meade County, Kentucky, being more particularly bounded and described as follows:

Real Property Tax Parcel No. 133-3 (Includes MAP ID: 133A-28) (76.539 acres)

PARCEL I (Breckinridge County):

Tract I

Beginning at a point, such point being the north west corner to Lot 22 of Long Valley Estates recorded in Plat Book 1, Page 52 of the Breckinridge County Court Clerk's Office; thence with the line of Lot 22 South 63° 04' 27" East 753.63 feet to a point; thence North 81° 46' 39" East 26.63 feet to a point; thence South 03° 39' 40" West 352.60 feet to a point in the north line of Lon Dowell Road; thence with the line of said road North 78° 56' 49" West 142.51 feet to a point; thence North 89° 37' 40" West 212.57 feet to a point; thence North 88° 26' 28" West 162.98 feet to a point; thence leaving said road North 17° 13' 10" East 302.88 feet to a point; thence North 00° 01' 04" East 184.71 feet to a point; thence North 77° 00' 34" West 248.23 feet to a point; thence North 03° 44' 29" West 215.58 feet to the point of beginning containing 5.10 acres, more or less.

Tract II

Being Lot 22 of Long Valley Estates as recorded in Plat Book 2, Page 90 of the Meade County Court Clerk's Office and Plat Book 1, Page 52 of the Breckinridge County Clerk's Office containing 13.659 acres, more or less, of which 2.60 acres, more or less, are in Meade County.

Being a portion of the same property acquired by the HARDESTY REVOCABLE LIVING TRUST UNDER DECLARATION OF TRUST DATED JANUARY 4, 2008, BY AND THROUGH JERRY HARDESTY AND CAROLYN HARDESTY AS TRUSTEES, by General Warranty Deed dated November 3, 2014, of record in Deed Book 382, Page 614, in the Office of the Clerk of Breckinridge County, Kentucky and of record in Deed Book 614, Page 459 in the Office of the Clerk of Meade County, Kentucky.

Real Property Tax Parcel No. 081-00-00-006.01 (85.201 acres)

PARCEL II -(Meade County):

Tract I (of Parcel II)

Parcel A:

Two certain tracts or parcels of land situated, lying and being in Meade County, Kentucky, and more particularly described as follows:

Tract #1 (of Parcel A):

Beginning at a stone in Bewley line (now Munfort) corner to James Bandy; thence with his line South 74 West 119 poles to a stone corner to said Bandy in J. C. Dowell line; thence with his line South 23 East 164-1/3 poles to a stone corner to said Dowell and also corner to Munford now Alexander; thence with a line thereof North 65-1 1/2 East 111 poles to a stone corner to the M. N. Bewley land; thence with old Bewley line North 20-1/2 West 148-1/2 poles to the beginning, and containing One Hundred Thirteen Acres and three rods of land.

Tract #2 (of Parcel A):

Beginning at a stone corner to George W. Dowell the above tract in line of Lot North 5; thence South 24-1/2 East 196 poles to a stone corner to Riley Dowell; thence with John Cox line North 53-1/2 East 35-1/2 poles to a stone corner to J. E. Munfort; thence with his line North 24-1/2 West 78 poles to a stone; thence North 72 East 4 poles and 9 links to a stone on the North side of the Railroad; thence North 24-1/2 West 110 poles to a stone corner to Munford; thence South 65-39 West 39-2/5 poles to the beginning, containing Forty-Five acres. There is excepted out of the foregoing tract all that part lying South of the railroad which has been heretofore sold and conveyed to G. W. Dowell during his life-time, which is about seventeen acres of land.

There is however EXCEPTED out of the above described property a certain tract of land conveyed by Misako McCun Secuskie, et al. to Eugene Robinson and Cheryl Robinson, his wife, by deed dated February 25, 2000 and recorded in Deed Book 431, page 104, Meade County Clerk's Office, containing 2.000 acres, more or less, and being further described as follows, to-wit:

Being a 2.000 acre tract of land in the Community of Guston, Meade County, Kentucky, more particularly described as follows:

Unless stated otherwise, any monument referred to herein as a 5/8" rebar is a set 5/8" diameter steel concrete reinforcing rod, eighteen inches (18") in length, with a yellow plastic cap stamped T. W. Smith, LS 2373. All bearings stated herein are based on the E. Secuskie property from the deed.

Beginning at a (set) 5/8" rebar on the southerly right-of-way of Irvington-Guston Road being referenced at South 88° 02' 31" East, 67.69 feet from a P. K. nail at the centerline intersection of Lon Dowell Road and said Irvington-Guston Road; thence with the right-of-way of said Irvington-Guston Road North 65° 39' 00" East 317.18 feet to a (set) 5/8" rebar; thence leaving said Irvington-Guston Road with new lines in E. Secuskie (DB 396 PG 285, Tract 2) South 24° 18' 01" East, 243.80 feet to a (set) 5/8" rebar; thence South 65° 39' 00" West, 359.00 feet to a

(set) 5/8" rebar on the easterly right-of-way of said Lon Dowell Road; thence with the right-of-way of said Lon Dowell Road North 24° 18' 01" West, 201.99 feet to a (set) 5/8" rebar begin the PC: thence with a curve to the right with a radius at 41.85' and a long chord bearing at North 20° 40' 30" East, 59.16 feet to the point of beginning and containing 2.000 Acres (more or less).

There is ALSO EXCEPTED out of the above described property a certain tract of land conveyed by Misako McCune Secuskie, et al, to Jamie T. Hardesty and Stacey Hardesty, his wife by deed dated the 4th date of April, 2001 and recorded in Deed Book 446, Page 598, Meade County Clerk's Office, containing 2.000 acres, more or less and being further described as follows, to-wit:

Being a 2.000 acre tract of land in the Community of Guston, Meade County, Kentucky, more particularly described as follows:

Unless stated otherwise, any monument referred to herein as a "5/8" rebar" is a set 5/8" diameter steel concrete reinforcing rod, eighteen inches (18") in length, with yellow plastic cap stamped "T. W. Smith, LS 2373". All bearings stated herein are based on the E. Secuskie property from the deed.

Beginning at a (set) 5/8" rebar on the northerly right-of-way of Irvington-Guston Road being referenced at North 62° 05' 37" East, 483.94' from a P. K. nail at the centerline intersection of Lon Dowell Road and said Irvington-Guston Road: thence with new lines in E. Secuskie (DB 396 PG 285, Tract I) North 24° 20' 26" East, 315.00' to a (set) 5/8" rebar; thence North 65° 01' 46" East, 276.59' to a (set) 5/8" rebar; thence South 24° 20' 26" East 315.00' to a (set) 5/8" rebar on the northerly right-of-way of said Irvington-Guston Road; thence with the right-of-way of said Irvington-Guston Road South 65° 01' 46" West, 276.59' to the point of beginning and containing 2.000 Acres (more or less).

There is ALSO EXCEPTED out of the above described property a certain tract of land conveyed by Francis J. Hardesty and Freida C. Hardesty, husband and wife, to James T. Hardesty and Stacey Hardesty, his wife by deed dated the 9th of June, 2003 and recorded in Deed Book 446, Page 598, Meade County Clerk's Office and in Deed Book 292, Page 458 Breckinridge County Clerk's Office. Containing 2.063 acres, more or less and being further described as follows, to-wit:

Being a 2.063 acre tract located on the southerly right-of-way of Irvington-Guston Road near the city of Irvington, Breckinridge County, Kentucky, more particularly described as follows:

Beginning at a found 5/8" rebar with cap stamped LS 2373 on the southerly right-of-way of Irvington-Guston Road corner to E. Robinson (DB 293 PG 386); thence with the southerly right-of-way of said Irvington-Guston Road North 65° 15' 07" East, 275.98' to a found 5/8" rebar with cap stamped F. S. Tan, LS 3282 corner to D. Scobee (DB 465 PG 449); thence leaving the southerly right-of-way of said Irvington-Guston Road with said D. Scobee South 24° 02' 34" East, 326.63' to a set 5/8" rebar; thence leaving said D. Scobee with new lines in J. Hardesty (DB 474 PG 526, Tract 2) South 65° 15' 07" West, 274.51' to a set 5/8" rebar: thence North 24° 18' 01" West, 82.82' to a found 5/8" rebar with cap stamped LS 2373 corner to said E. Robinson;

thence North 24° 18' 01" West. 243.80' to the point of beginning and Containing 2.063 acres (more or less).

Unless stated otherwise, any monument referred to herein as a "5/8" rebar is a set 5/8" diameter steel concrete reinforcing rod, twenty-four inches (24") in length, with a yellow plastic cap stamped "T.W. Smith, LS 2373". The basis of bearings stated herein are based on the E. Robinson (DB 293 PG 386) property.

Parcel B:

Also hereby conveyed are two (2) certain tracts or parcels of land lying and being in Breckinridge County, Kentucky, and described as follows:

FIRST TRACT: Beginning at a point 50 feet from the north-east corner to the bridge across the railroad, where the county road and railroad right of way intersect, running thence in an easterly direction 230 feet to a point where the line of Melvin Poole intersects the northern line of the railroad right-of-way; running thence in a northerly direction in a straight line 136 feet to the edge of the county road; running thence with the edge of the county road in a southwesterly direction 250 feet to the beginning, and containing approximately 1/3 acres, more or less, and being the small triangle of land between the county road, the railroad, and Melvin Poole.

SECOND TRACT: Being on the North side of the Louisville and Nashville Railroad tracks, and consisting of three (3) acres of land, more or less, and being all of the Smith farm located on the East side of the said Railroad tracks, and said property adjoins the Dowell property.

Being the same property acquired by the HARDESTY REVOCABLE LIVING TRUST UNDER DECLARATION OF TRUST DATED JANUARY 4, 2008, BY AND THROUGH JERRY HARDESTY AND CAROLYN HARDESTY AS TRUSTEES, by Deed dated January 4, 2008, of record in Deed Book 536, Page 057, and by Quitclaim Deed dated March 28, 2013, of record in Deed Book 595, Page 358, both in the Office of the Clerk of Meade County, Kentucky.

Tract II (of Parcel II)

Beginning at a point on the south side of Long Valley Drive, being corner to Lots 18 and 17, Long Valley Estates, plat recorded in Plat Book 2, Page 90 in the Office of the county Clerk of Meade County; thence with the line between Lot 18 and Lot 17 South 19° 14' 06" East 1120.20 feet to a point in the north line of Lot 22; thence with the line of Lot 22 North 61° 51' 53" East 295.01 feet to a point corner to Lots 17, 16 and 22; thence with the line of Lot 16 North 18° 32' 55" West 894.48 feet to a point corner to the tract conveyed to David Daugherty by Deed recorded in Deed Book 150, Page 240, in the Office of the Clerk of Meade County; thence with the line of said tract South 71° 44' 05" West 125.00 feet to a point; thence North 18° 32' 55" West 175.00 feet to a point in the south line of Long Valley Drive; thence with said line South 71° 44' 05" West 179.31 feet to a point of beginning, containing 6.98 acres, more or less.

HOWEVER EXCEPTED OUT OF THE ABOVE AND NOW HEREBY CONVEYED is a 1.19 acre parcel of land conveyed to David Daugherty and Delores Ann Daugherty by Deed dated

February 15, 1990 of record in Deed Book 282, Page 177, more specifically described as follows:

Beginning at an iron rod on the southside of Long Valley Drive being corner to Lots #17 and #18 Long Valley Estates, thence with the line of Lot 17 and right of way to Long Valley Drive North $71^{\circ} 44' 05''$ East, 179.31 feet to an iron rod corner to Dave Daugherty, thence with Daugherty's line South $18^{\circ} 32' 55''$ East, 175.00 feet to a stake, thence continuing with Daugherty's line North $71^{\circ} 44' 05''$ East, 68.00 feet to an iron rod, thence leaving Daugherty's line South $18^{\circ} 32' 55''$ East 102.4 feet to an iron rod, thence South $77^{\circ} 25' 12''$ West 235.54 feet to an iron rod in the line of Lots #17 and #18, thence with said line North $19^{\circ} 14' 06''$ West 254.1 feet to the point of beginning and containing 1.19 acres, more or less, and being part of Lot #17 of Long Valley Estates, a plat of which is of record in Plat Book 2, Page 90 of the Meade County Court Clerk's Office.

Being a portion of the same property acquired by the HARDESTY REVOCABLE LIVING TRUST UNDER DECLARATION OF TRUST DATED JANUARY 4, 2008, BY AND THROUGH JERRY HARDESTY AND CAROLYN HARDESTY AS TRUSTEES, by General Warranty Deed dated January 4, 2008, of record in Deed Book 614, Page 459, in the Office of the Clerk of Meade County, Kentucky.

EXCEPTING THEREFROM so much of said property as was sold off and conveyed to BRECKINRIDGE COUNTY, KENTUCKY, by Deed dated September 19, 2014, of record in Deed Book 380, Page 551, in the Office of the Clerk of BRECKINRIDGE COUNTY, Kentucky.

EXCEPTING THEREFROM so much of said property as was sold off and conveyed to JAMES T. HARDESTY and STACY A. HARDESTY, husband and wife, by Deed dated December 30, 2019, of record in Deed Book 424, Page 361, in the Office of the Clerk of BRECKINRIDGE COUNTY, Kentucky.

Real Property Tax Parcel No. 088-00-00-017.01 (31.56 acres)

PARCEL III: (Meade County)

Being a 31.563 acre tract located on the Northerly side of Haysville-Ekron Road near the Community of Guston, Meade County, Kentucky, more particularly described as follows: Beginning at a found 5/8" rebar with cap stamped LS 2373 on the Northerly right-of-way of Haysville-Ekron Road, corner to J. Raney (DB 501 PG 426); thence with J Raney North $37^{\circ} 25' 40''$ West 1612.37 feet to a found 5/8" rebar with cap stamped LS 2373 in the line of W. Dooley III (WB N PG 391 and DB 190 PG 220); thence with W. Dooley III North $61^{\circ} 52' 12''$ East 901.90 feet to a found rebar with cap stamped Manion LS 3374 corner to an old roadway; thence leaving said W. Dooley III with an old roadway South $38^{\circ} 30' 28''$ East 1433.96 feet to a found rebar with cap stamped Manion LS 3374 on said Northerly right-of-way of Haysville-Ekron Road; thence with said right-of-way the following chordal courses: South $51^{\circ} 15' 39''$ West 230.16 feet; thence South $49^{\circ} 49' 50''$ West 333.65 feet to a found 5/8" rebar with cap stamped LS 2373; thence South $50^{\circ} 40' 29''$ West 353.91 feet to the point of beginning and containing 31.563 acres, more or less.

Unless stated otherwise, any monument referred to herein as a "5/8" rebar is a set 5/8" diameter steel concrete reinforcing rod, twenty-four inches (24") in length with a yellow plastic cap stamped "T.W. Smith, LS 2373". The basis of bearings stated herein are based on J. P. Ray (DB 105 PG 229 and DB 174 PG 272) property.

Being a portion of the same property acquired by HARDESTY REVOCABLE LIVING TRUST UNDER DECLARATION OF TRUST DATED JANUARY 4, 2008, BY AND THROUGH JERRY HARDESTY AND CAROLYN HARDESTY AS TRUSTEES, by General Warranty Deed dated November 3, 2014, of record in Deed Book 614, Page 106, in the Office of the Clerk of Meade County, Kentucky.

Real Property Tax Parcel No. 080-00-00-041 (12.7 acres)

The following described property lying in Meade County, Kentucky:

Parcel 1:

Being Lot 15 of Long Valley Estates as recorded in Plat Book 2, page 90 of the Meade County Court Clerk's office and Plat Book 1, Page 52 of the Breckinridge County Clerk's office.

Being the property conveyed to Jerry Hardesty and Carolyn Hardesty from Jerry Colville and Barbara Colville by deed dated February 27, 2016, recorded in Deed Book 631, at Page 249, in the Office of the Clerk of the County Court of Meade County, Kentucky.

Parcel 2:

The following described property lying in Meade County, Kentucky:

Being Lot 16 of Long Valley Estates as recorded in Plat Book 2, page 90 of the Meade County Court Clerk's office and Plat Book 1, Page 52 of the Breckinridge County Clerk's office.

Being the property conveyed to Jerry Hardesty and Carolyn Hardesty from Arthellor Scisney and Carolyn L. Scisney by deed dated December 15, 2016, recorded in Deed Book 642, at Page 406, in the Office of the Clerk of the County Court of Meade County, Kentucky.

Real Property Tax Parcel No. 133A-27-1 (2.15 acres)

Beginning at a point, such point being the south east corner of the tract conveyed to John and Wanda Metcalf, Jr., by deed recorded in Deed Book 140, Page 411, in the Breckinridge County Court Clerk's Office; thence with line of said tract N 03 deg. 11 min. 00 sec. W. 88.96' to a point, thence S 77 deg. 00 min. 34 Sec. E. 248.23' to a point; thence S 00 deg. 01 min. 04 sec. W 184.71' to a point; thence S 17 13 min; 10 sec. W. 302.88' to a point in Lon Dowell Road; thence

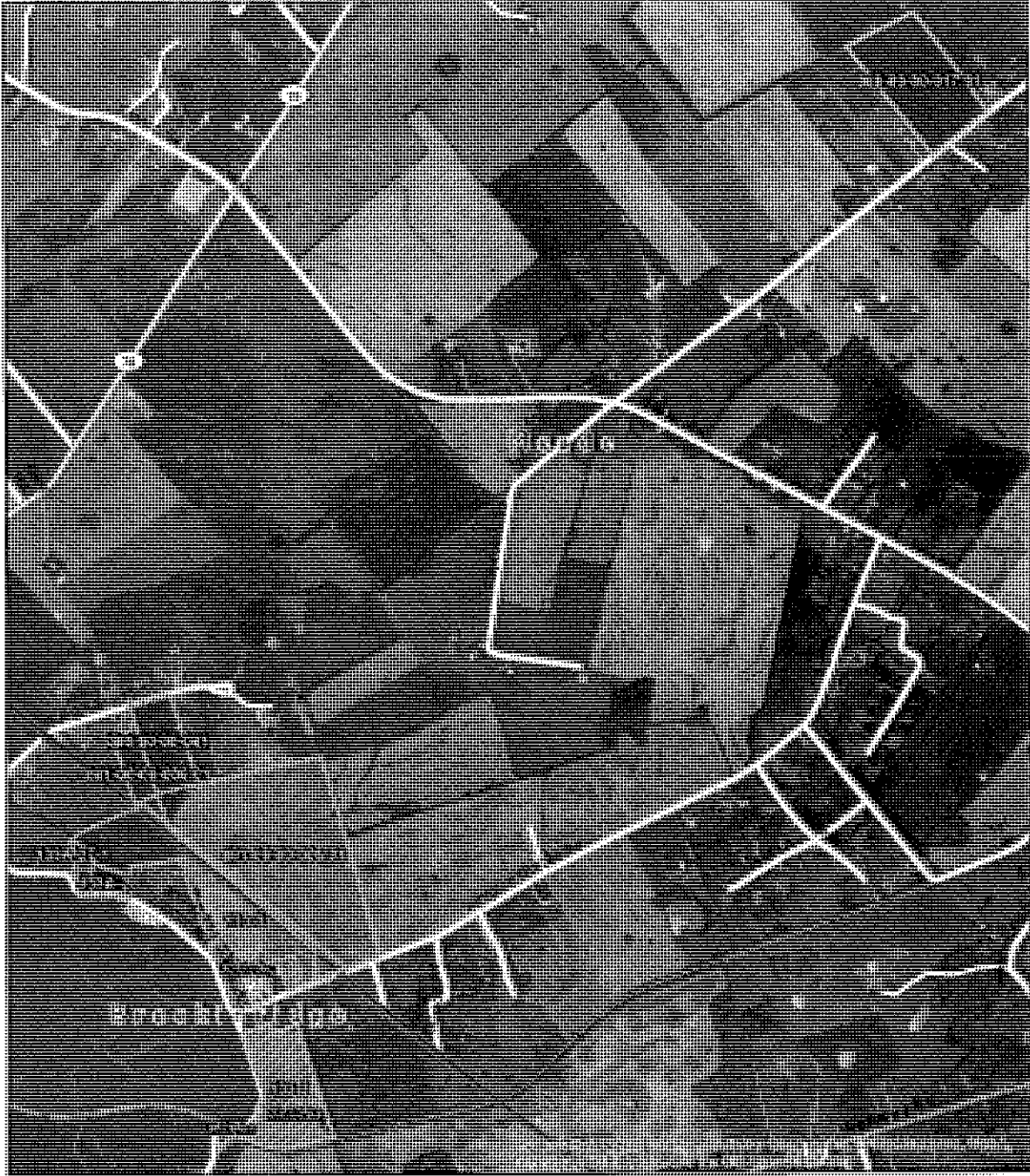
with the line of said road N 88 deg. 26 min. 28 sec. W. 35.81' to a point; thence N 55 deg. 57 min. 52 sec. W. 43.85' to a point; thence N 18 deg. 31 min. 43 sec. W 67.33' to a point; thence N 04 deg. 03 min. 28 sec. W 52.36' to a point; thence N 10 deg. 43 min. 08 sec. W 56.86' to a point; thence N 31 deg. 58 min. 57 sec. W 58.16' to a point; thence N 68 deg. 03 min. 54 sec. W 16.77' to a point; thence leaving Lon Dowell Road N 02 deg. 07 min. 08 sec. E 188.07' to a point of beginning containing 2.15 acres.

Being the property conveyed to Jerry Hardesty and Carolyn Hardesty by deed dated April 28, 2020, recorded in Deed Book 427, at Page 629, in the Office of the Clerk of the County Court of Breckinridge County, Kentucky.

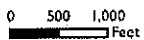
(In the event of any inaccuracies or insufficiencies in the above legal description, Lessee may modify this Exhibit A to correct such inaccuracies or insufficiencies)

EXHIBIT A-1




Map of Property and Excluded Area



1 inch = 1,474 feet



**Exhibit A-1 Hardesty;
KY-MEA 1-079**

-  Property (Approx: 208.16 Ac)
-  Excluded Area (Approx 33.79 Ac)
-  County Boundary

Breckinridge & Meade Co., KY

11/11/2020



When recorded return to:

Andrew Fritsch, Esq.
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 33408

THIS SPACE FOR RECORDER'S USE ONLY

**FIRST AMENDMENT TO LEASE AGREEMENT AND
MEMORANDUM OF LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT AND MEMORANDUM OF LEASE AGREEMENT ("**Amendment**"), is entered into this 2 day of May, 2022 ("**Amendment Effective Date**") by and between Jerry Hardesty and Carolyn Hardesty, Trustees under the Hardesty Revocable Living Trust, dated January 4, 2008, and Jerry Hardesty and Carolyn Hardesty, husband and wife, whose address for notice is 1745 Irvington Guston Road, Guston, KY 40142 ("**Owner**"), and Merino Solar, LLC, a Delaware limited liability company, having an address at 700 Universe Blvd., Attn: Land Services Administration, Juno Beach, FL 33408 ("**Operator**"). Owner and Operator are each a "**Party**" and collectively the "**Parties.**"

RECITALS

WHEREAS, the Parties entered into that certain Lease Agreement dated August 2, 2021, and Memorandum of Lease Agreement which was recorded on August 11, 2021 in the public records of Meade County, Kentucky as Document Number 251909 (collectively, the "**Agreement**") relating to real property located in Meade County, Kentucky, as more fully described in **Exhibit A** of the Agreement.

WHEREAS, the Parties desire to amend the legal description of the Owner's Property, as set forth herein.

NOW THEREFORE, in consideration of good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties hereto agree to amend the Agreement as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference. All initially capitalized terms not otherwise defined in this Amendment shall have the same meaning ascribed to them in the Agreement.

2. **Owner's Property.** Exhibit A of the Agreement is hereby deleted in its entirety and replaced with the following new **Exhibit A** attached hereto and incorporated herein by this reference. All references to the Property in the Agreement shall refer to the Property set forth on the Exhibit A attached to this Amendment. In the event Operator exercises the Option, Operator may exercise only as to all of the Property.

3. **Excluded Area.** Section 4.5 of the Agreement, and Exhibit A-1 of the Agreement are hereby deleted.

4. **Authority.** Owner hereby represents and warrants to Operator that it owns the Property in fee simple and is fully authorized and empowered to grant the rights and benefits granted to Operator in this Amendment without the joinder or consent of any other party.

5. **Remaining Terms.** All of the terms, conditions, and provisions of the Agreement not specifically amended herein shall remain in full force and effect and the Agreement is hereby ratified as amended herein.

6. **Counterpart.** This Amendment may be executed simultaneously or in counterparts, each of which together shall constitute one and the same Amendment.

[Remainder of Page Intentionally Left Blank]

EXECUTED on the date set forth below.

Owner:

The Hardesty Revocable Living Trust,
dated January 4, 2008

By: *Jerry Hardesty*
Jerry Hardesty, Trustee

By: *Carolyn Hardesty*
Carolyn Hardesty, Trustee

ACKNOWLEDGEMENT

STATE OF KENTUCKY)
) ss:
COUNTY OF MEADE)

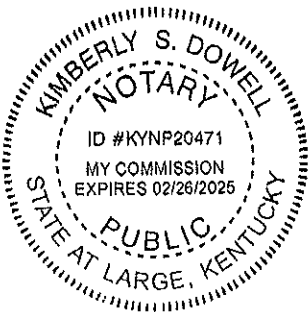
The foregoing instrument was acknowledged before me this 5th day of April, 2022 by Jerry Hardesty and Carolyn Hardesty, Trustees under the Hardesty Revocable Living Trust, dated January 4, 2008.

Witness my hand and official seal.

(notary seal)

Kimberly S. Dowell
NOTARY PUBLIC, STATE OF KENTUCKY

My commission expires: 2-26-2025



EXECUTED on the date set forth below.

Owner:

Jerry Hardesty
Jerry Hardesty

Carolyn Hardesty
Carolyn Hardesty

ACKNOWLEDGEMENT

STATE OF KENTUCKY)
) ss:
COUNTY OF MEADE)

The foregoing instrument was acknowledged before me this 5th day of April, 2022 by Jerry Hardesty and Carolyn Hardesty, husband and wife.

Witness my hand and official seal.

(notary seal)

Kimberly S. Dowell
NOTARY PUBLIC, STATE OF KENTUCKY

My commission expires: 2-26-2025



EXECUTED on the date set forth below.

Operator:

Merino Solar, LLC,
a Delaware limited liability company

By: 
Anthony Pedroni, Vice President


ACKNOWLEDGEMENT

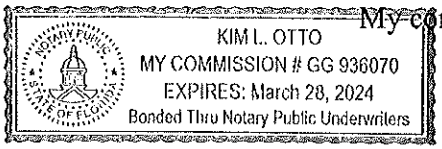
STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

On this 2 day of May, 2022, before me, the undersigned notary public, personally appeared Anthony Pedroni, Vice President of Merino Solar, LLC, a Delaware limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)


NOTARY PUBLIC, STATE OF FLORIDA



My commission expires: _____

EXHIBIT A

Legal Description of Owner's Property

Real Property Tax Parcel No. 088-00-00-017.01 (31.56 acres)

PARCEL III: (Meade County)

Being a 31.563 acre tract located on the Northerly side of Haysville-Ekron Road near the Community of Guston, Meade County, Kentucky, more particularly described as follows: Beginning at a found 5/8" rebar with cap stamped LS 2373 on the Northerly right-of-way of Haysville-Ekron Road, corner to J. Raney (DB 501 PG 426); thence with J Raney North 37° 25' 40" West 1612.37 feet to a found 5/8" rebar with cap stamped LS 2373 in the line of W. Dooley III (WB N PG 391 and DB 190 PG 220); thence with W. Dooley III North 61° 52' 12" East 901.90 feet to a found rebar with cap stamped Manion LS 3374 corner to an old roadway; thence leaving said W. Dooley III with an old roadway South 38° 30' 28" East 1433.96 feet to a found rebar with cap stamped Manion LS 3374 on said Northerly right-of-way of Haysville-Ekron Road; thence with said right-of-way the following chordal courses: South 51° 15' 39" West 230.16 feet; thence South 49° 49' 50" West 333.65 feet to a found 5/8" rebar with cap stamped LS 2373; thence South 50° 40' 29" West 353.91 feet to the point of beginning and containing 31.563 acres, more or Jess.

Unless stated otherwise, any monument referred to herein as a "5/8" rebar is a set 5/8" diameter steel concrete reinforcing rod, twenty-four inches (24") in length with a yellow plastic cap stamped "T.W. Smith, LS 2373". The basis of bearings stated herein are based on J. P. Ray (DB 105 PG 229 and DB 174 PG 272) property.

Being a portion of the same property acquired by HARDESTY REVOCABLE LIVING TRUST UNDER DECLARATION OF TRUST DATED JANUARY 4, 2008, BY AND THROUGH JERRY HARDESTY AND CAROLYN HARDESTY AS TRUSTEES, by General Warranty Deed dated November 3, 2014, of record in Deed Book 614, Page 106, in the Office of the Clerk of Meade County, Kentucky.

QLA: 14212

LEASE AGREEMENT

(#KY-MEA1-095)

This Lease Agreement (this "Agreement") is made, dated and effective as of July 15, 2020 (the "Effective Date"), between **Irvington Gas Company, Inc., a Kentucky corporation** ("Owner"), and **OSER LLC, a Delaware limited liability company** (together with its transferees, successors and assigns, "Lessee"), and in connection herewith, Owner and Lessee agree, covenant and contract as set forth in this Agreement. Owner and Lessee are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

Owner and Lessee entered into a solar lease agreement in the form of a letter agreement (the "Letter Agreement") dated August 18, 2017 (the "Letter Agreement Effective Date"). Owner and Lessee now wish to amend and restate the Letter Agreement on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Lease. Owner hereby leases to Lessee the real property of Owner consisting of approximately 145.0 acres located in Meade County, Kentucky, and legally described on Exhibit A, attached hereto and incorporated herein by reference. Such lease ("Lease") includes the right to access and utilize all radiant energy emitted from the sun upon, over and across the real property ("Solar Energy"), and any easements, rights-of-way, and other rights and benefits relating or appurtenant to such real property (collectively, the "Property"). In the event of inaccuracies or insufficiencies in the legal description in Exhibit A Lessee may modify the Exhibit to correct any non-substantive errors and shall notify Owner of such modification. For the avoidance of doubt, any substantive modification or correction to Exhibit A shall require the mutual agreement of the Parties.

2. Purpose. Lessee shall have the exclusive right to use the Property and the unobstructed flow of Solar Energy upon, over and across the Property for electric power, heat and/or steam generation purposes ("Solar Energy Purposes") and to derive all profits therefrom. For purposes of this Agreement, Solar Energy Purposes include, without limitation, the right to convert the Solar Energy into electrical energy and to collect and transmit the electrical energy so converted, together with any and all activities related thereto, including, without limitation, (a) determining the feasibility of Solar Energy conversion and power generation on the Property, including, at Lessee's expense, studies of the Solar Energy emitted upon, over and across the Property (through the installation of Solar Energy measurement equipment or otherwise) and other meteorological, archeological and environmental studies, land surveys and due diligence activities; (b) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining, refurbishing and operating, Solar Energy collection and electrical generating equipment of all types including, without limitation, any such equipment utilizing photovoltaic and/or solar thermal technology (collectively referred to herein as "Solar Generating Equipment"), overhead and underground electrical transmission and communications lines, electric inverters, electric transformers, energy storage facilities, telecommunications equipment for use directly related to other Solar Energy Purposes, power generation facilities to be operated in conjunction with Solar Generating Equipment, roads and gates, meteorological stations and Solar Energy measurement equipment, control buildings, maintenance yards, and related facilities and

equipment (the Solar Generating Equipment together with all of the other foregoing facilities, equipment and improvements, collectively "Solar Facilities") on the Property; and (c) undertaking any other activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. Solar Facilities on the Property may be operated in conjunction with Solar Facilities installed on other nearby properties that are part of the same solar energy project (collectively, the "Project"). Lessee and its consultants may enter the Property, upon reasonable advance notice, to do work related to development of Solar Facilities. Subject to Owner's rights to use the Property in any manner consistent with Section 8.2, Lessee shall have the right to control and restrict access onto and over the Property and exclude others (other than any parties with preexisting easement rights) as it deems necessary or appropriate for safety and security reasons.

3. Term.

3.1 Term. The initial term of this Agreement ("Initial Term") commenced upon the Letter Agreement Effective Date and will continue until the 30th anniversary of the first day of the month following the month in which Solar Facilities in a Project commence operation by delivering commercial quantities of electricity to the electric utility grid (the "Commercial Operation Date"). Lessee may elect to extend the Initial Term for one additional 10-year term commencing on the last day of the Initial Term, upon at least 90 days' notice to Owner. The Initial Term plus such additional 10-year term is called the "Term." If the Start of Construction (as defined in Section 3.2) has not occurred prior to the fourth anniversary of the Letter Agreement Effective Date, Owner may terminate this Agreement by notice to Lessee within 60 days of such anniversary. Lessee shall provide Owner with written notice setting forth the Commercial Operation Date within 90 days of its occurrence, provided that the failure to timely provide such notice shall not constitute a default under this Agreement.

3.2 Project Sites. Within thirty (30) days after the date that any of the racking that will support Solar Generating Equipment is installed ("Start of Construction") in the Project, Lessee shall designate the portion of the Property on which Solar Facilities are being constructed as part of such Project (a "Project Site"). Lessee shall designate a new Project Site each time it constructs new Solar Facilities on the Property. Each Project Site shall include any areas occupied by above-ground transmission lines, roads or underground collection lines installed by Lessee on the Property.

3.3 Delay in Use. Except as specifically provided in this Agreement, no delay of Lessee in the use or enjoyment of any leasehold, easement or other right in this Agreement will result in the loss or abandonment of any right, title interest or estate granted herein.

3.4 Release of Unused Property. After the second anniversary of the Commercial Operation Date, at Owner's request, Lessee will release this Agreement as to any portions of the Property (collectively, "Released Property") not included in a Project Site or a Control Property (as defined in Section 4.4); provided, that (i) Released Property shall remain subject to (a) the non-interference provisions set forth in Section 8.2, (b) the Transmission Easement under Section 10.1 (but only if Related Facilities, as defined in Section 7.6(a), are located on such portion of the Property), and, (c) the Access Easement under Section 8.6 (but only if Related Facilities are located on such portion of the Property), and (ii) Lessee shall not be

required to make payments of Initial Rent after such release. Such release shall be recorded in the Real Property Records (as defined in Section 13.9) and shall not affect any other rights or easements granted hereunder.

4. Payments.

4.1 Rent. [REDACTED]

(a) Initial Rent [REDACTED]

(b) Operational Re [REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

4.2 Inflation Adjustmen

[REDACTED]

4.3 Intentionally Omitted.

4.4 Substation, Switchyard, etc.

[REDACTED]

5. Ownership of Solar Facilities. Owner shall have no ownership or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Lessee may remove any or all Solar Facilities at any time. Except for payments of Rent described in Section 4, Owner shall not be entitled to any other payments or benefits accrued by or from the Solar Facilities, including renewable energy credits, environmental credits or investment or other tax credits.

6. Taxes.

6.1 Lessee and Own

[REDACTED]

[REDACTED]

6.2 Tax Bills. Lessee shall have the right, but not the obligation, to seek to have its leasehold estate separately assessed to Lessee for real estate ad valorem tax purposes as well as personal property tax purposes, and Owner and Lessee agree jointly to use commercially reasonable efforts to cause the County tax assessor to issue separate property tax bills to Owner and Lessee. It is a condition to Owner's right to payment or reimbursement hereunder that Owner submit Owner's real property tax bill to Lessee no later than 15 days prior to the due date for such taxes. If Owner fails to pay for its share of real property taxes, Lessee shall have the right to pay such amounts on Owner's behalf and to offset any amounts so paid by Lessee against all or any of the Rent payments next payable by Lessee under this Agreement.

6.3 Contest. Lessee may contest the assessed value of the Solar Facilities and the legal validity and amount of any such taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers reasonable or necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. Owner shall submit to Lessee a copy of all notices and other correspondence Owner receives from any taxing authorities regarding the assessed value of the Property and/or the Solar Facilities within 30 days after Owner receives same, but in no event later than 30 days prior to the date an objection to such assessment or taxes must be filed. Owner agrees to provide to Lessee all reasonable assistance in contesting the validity or amount of any such taxes, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, but at no out-of-pocket cost to Owner. In the event the taxing authorities provide a separate assessment and tax statement for the portion of the real property taxes levied against or allocated to the Solar Facilities, Lessee agrees to pay such real property taxes directly to the taxing authorities.

6.4 Indemnity – Real Property Taxes. OWNER AND LESSEE EACH AGREES TO INDEMNIFY AND HOLD EACH OTHER HARMLESS FROM ANY LIABILITY, COST OR EXPENSES, PAID BY IT OR FOR WHICH IT IS LIABLE, IF SUCH PARTY SHOULD FAIL TO PAY ITS PORTION OF REAL PROPERTY TAXES IN ACCORDANCE WITH THIS AGREEMENT.

7. Lessee's Representations, Warranties, and Covenants. Lessee hereby represents, warrants, and covenants to Owner that:

7.1 Siting. Lessee, at Lessee's expense, shall provide Owner with a survey of each Project Site, including the exact acreage thereof, within 90 days of the Commercial Operation Date of the Project. Owner hereby grants Lessee the right to record a notice of final description ("Notice of Final Description") to reflect the boundaries of each Project Site, or at Lessee's election to record or re-record one or more Memorandums of Lease in the county's Real Property Records (as described in Section 13.9 below) and attach the legal description of each Project Site to the appropriate Memorandum of Lease. Lessee shall make all siting decisions as to Solar Facilities in its sole discretion. If Lessee builds Solar Facilities on part of the Property, then Lessee will make commercially reasonable efforts not to interfere with Owner's agricultural activities on the rest of the Property, as set forth in Section 7.6.

7.2 Insurance. Lessee shall, at its expense, maintain liability insurance insuring Lessee and Owner against loss caused by Lessee's use of the Property under this Agreement, or if Lessee is a regulated utility or a financially responsible entity whose credit rating is investment grade, Lessee shall have the right to self-insure and assume the risk of loss for general liability exposures that would have been covered by the policy, to the extent Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). If at any time at which Lessee is self-insured its credit rating is below investment grade, Lessee shall promptly purchase the required liability insurance unless it is a regulated utility. The amount of such insurance shall be not less than \$1 million of combined single limit liability coverage before the Start of Construction and not less than \$5 million of combined single limit liability coverage after the Start of Construction. Under such policy, Owner will be named as an additional insured with respect to operations or activities of Lessee but only to the extent Owner is held liable for damage and injuries caused by such operation or activities for which Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). No coverage is provided for liability arising out of Owner's own negligence or misconduct. Certificates of such insurance, or evidence of self-insurance reasonably acceptable to Owner, shall be provided to Owner upon request.

7.3 Mutual Indemnities.

(a) Lessee's Indemnity. Lessee will indemnify, defend and hold harmless Owner and Owner's shareholders, directors, successors, assigns, personal representatives, trustees, mortgagees, employees and agents (collectively, "Owner's Indemnified Parties") against any and all losses, damages, demands, suits, actions, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees and court costs, resulting from or arising out of (i) damage to property or injury to any person (including claims brought by third parties regarding noise, glare, shadow or other harm), in each case to the extent caused by the operations or activities of Lessee or its employees, contractors or agents, or (ii) any breach of this Agreement by Lessee or an Assignee. The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and the like that may result from Owner's loss of use of the Project Site or any other portion of the Property occupied by Solar Facilities. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Owner or any of Owner's Indemnified Parties or any party other than Lessee or its employees, contractors or agents.

(b) Owner's Indemnity. Owner will indemnify, defend and hold harmless Lessee and Lessee's members, shareholders, directors, successors, assigns, affiliates, personal representatives, trustees, mortgagees, employees and agents (collectively, "Lessee's Indemnified Parties") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by (i) any negligent act or failure to act by Owner, guest or invitee, or (ii) any breach of this Agreement by Owner. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Lessee or any of Lessee's Indemnified Parties or any party other than Owner or its employees, contractors or agents.

7.4 Requirements of Governmental Agencies. Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the construction and operation of the Solar Facilities, including the governing electric safety code. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Property, Project Site or Solar Facilities of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall cooperate in every reasonable way in such contest, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, at no out-of-pocket expense to Owner. Any such contest or proceeding shall be controlled and directed by Lessee, but Lessee shall indemnify Owner from Lessee's failure to observe or comply with the contested law, ordinance, statute, order, regulation or property assessment.

7.5 Construction Liens. Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property in connection with Lessee's use of the Property. Lessee may contest any such lien and the legal validity and amount of any such lien; *provided, however*, that if Lessee elects to contest any such lien, Lessee shall, within 60 days after it receives notice of the filing of such lien, either bond around such lien or establish appropriate reserves therefor, or otherwise remove such lien from the Property pursuant to applicable law.

7.6 Lessee Non-Interference with Agricultural Activities. In the construction and operation of its Solar Facilities, Lessee will make commercially reasonable efforts not to interfere with Owner's agricultural activities on the rest of the Property. To facilitate communication, Lessee and Owner will each designate a single point of contact with the other Party.

(a) Construction and Siting. Lessee will consult with Owner (or, at Owner's request, with Owner's then-current tenant) prior to the Start of Construction to describe Lessee's plan and schedule for construction on the Property. As part of the consultation, Lessee will present a preliminary site map showing the Project Site and any new roads, overhead transmission lines, electric substation or switchyard, or operations and maintenance building proposed to be located on the Property outside of the Project Site pursuant to Section 8.6 or Section 10.1 (the "Related Facilities"), and solicit Owner's advice and input, before finalizing the site design. Lessee will also discuss with Owner the measures Lessee will take during construction to minimize conflicts between Lessee's construction activities and Owner's ongoing agricultural operations. Lessee will use commercially reasonable efforts to limit the use of gravel to what is necessary for the construction and use of roads on the Property.

(b) Soil Restoration; Compaction; Weed Control. Outside of the Project Site, Lessee shall use commercially reasonable efforts to minimize any damage to and disturbance of growing crops and crop land caused by its construction activities and will work with Owner to minimize areas of potential soil compaction. Lessee shall not remove topsoil from the Property, and shall replace removed topsoil to the location from which it was removed to the extent practicable, or such other location on the Property as may be reasonably requested by Owner. Upon completion of construction on the Property, Lessee will restore the soil surface on any portion of the Property disturbed by Lessee that is outside of the Project Site or the boundaries of any Related

Facilities. In addition, if such disturbed area was in pasture prior to construction, Lessee will re-plant native or similar grass seed on such portion of the Property. If Lessee causes compaction of any previously cultivated part of the Property located outside of the Project Site or the boundaries of any Related Facilities, Lessee will “rip” such portion of the Property in at least three passes to a depth of at least 18 inches. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to control weeds within the Project Site, the portions of the Property where Related Facilities have been installed, and in areas disturbed by Lessee’s construction on the Property. Owner may spray to control weeds up to the edge of the Project Site.

(c) Underground Lines and Drainage Tiles. During construction on the Property, Lessee will promptly repair any damage to underground drainage tiles or waterways caused by the construction activities of Lessee, and such repairs will be done by a qualified professional. Lessee shall have a continuing obligation to effect repairs to drainage tiles for any damage provided that such damage is related to the construction activities of Lessee. Once Owner has provided Lessee with written acceptance of the drainage repairs, Lessee shall be relieved of any obligation to effect further repairs unless Lessee causes new damage to drainage tiles or waterways.

(d) Crop Damage. [REDACTED]

(e) Gates and Fences. If Owner’s Property is fenced, all of Lessee’s newly constructed access roads located on the Property shall be gated by Lessee at Lessee’s expense, and Owner shall be furnished with keys or other ability to open and close such exterior gates. Lessee shall maintain such gates as part of the Solar Facilities. When installing a gate within Owner’s existing fence, Lessee will make such fence cuts, braces, and repairs that will be permanent and remain functional for the remaining life of the fence of which they are part; alternatively, Owner may require Lessee to install a cattle guard in lieu of any internal gate. When accessing the Property, Lessee will close gates used by its personnel except when open to permit the passage of vehicular traffic, so that Owner’s or Owner’s tenant’s livestock do not stray or escape through such gates. Additionally, Owner authorizes Lessee, at Lessee’s sole expense, to take reasonable safety and security measures to reduce the risk of damage to Solar Facilities or the risk that Solar Facilities will cause damage, injury or death to people, livestock, other animals and property,

including fencing around the Project Site and the perimeter of any electric substation or switchyard, operations or maintenance building, or (during periods of construction) laydown area located outside of the Project Site, as Lessee may deem necessary or appropriate to secure or enclose the same.

(f) Roads. To minimize erosion caused by Lessee's construction of roads on the Property and facilitate natural drainage, Lessee will seek Owner's advice on the design and location of such roads. Lessee will incorporate Owner's advice into the final road design to the extent such advice does not substantially increase construction costs over a design based on good engineering practice, as determined by Lessee in its reasonable judgment. During construction, Lessee will keep Owner's existing site roads used by Lessee in good repair. After the Commercial Operation Date, Lessee will maintain roads used by Lessee on the Property outside of the Project Site to the extent necessary for Lessee's continued use, as reasonably determined by Lessee, and will use commercially reasonable efforts to minimize erosion caused by Lessee's road use. The crown of new roads located in any previously cultivated portion of the Property will be kept to a minimum. Lessee will ensure there is an adequate crossing point for agricultural vehicles over any new roads. New roads used during construction but not required for operations will be reclaimed. If the installation of Solar Facilities re-routes the natural drainage, causing drainage problems on the Property, Lessee will use commercially reasonable efforts to correct such problems. Except as required during construction, roads shall be limited to twenty feet (20') in width. After construction is complete, Lessee will restore the area of any roads that extend beyond such 20' width limit which were disturbed by Lessee.

(g) Resources. Lessee may use caliche and gravel from the Property, so long as Lessee pays Owner the then current market price, excluding cost of transportation.

(h) Animals. Lessee's employees shall not bring animals onto the Property at any time.

(i) Keeping the Property Clean. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to keep the Property neat and clean (free from debris and waste), and shall remove all refuse, litter and debris created by Lessee and its invitees, licensees, agents and contractors from the Property.

(j) Livestock. Lessee will use commercially reasonable efforts to minimize any interference with Owner's livestock operation.

(k) Timber Property. If Lessee builds Solar Facilities on the Property, Lessee may clear timber as needed for construction and operation of the Solar Facilities. Lessee will give Owner sixty (60) days' written notice before clearing timber from the Property and the Parties will exercise good faith in reaching agreement as to the specifics of timber removal and the location where such felled timber should be set aside. Owner will be responsible for the prompt removal of the cut timber within 45 days after the timber has been cut, and if timely removed, Owner shall retain its full value.

7.7 Hazardous Materials. Lessee shall not violate, and shall indemnify Owner against any liability and expense arising from violation by Lessee of, any federal, state, or local

law, ordinance, or regulation promulgated thereunder ("Environmental Laws") relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials in, on or under the Property. This provision shall survive termination of this Agreement. For purposes of this Agreement, "Hazardous Materials" means any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property.

7.8 Noise, Glare and Shadow. Lessee shall have the right in connection with the construction, use and operation of Solar Facilities to emit or cause the emission of noise, to impact Owner's views of and from the Property, and to allow or permit the Solar Facilities to cast shadows and to create, cause and emit glare or shadow onto the Property and Owner's adjacent properties, and similar field effects. OWNER, FOR ITSELF AND ON BEHALF OF ITS SUCCESSORS AND ASSIGNS, HEREBY ACCEPTS SUCH EFFECTS, WAIVES ANY RIGHT TO OBJECT TO SUCH EFFECTS AND RELEASES LESSEE FROM ANY CLAIMS, DAMAGES, LIABILITIES OR LOSSES OWNER MAY INCUR THEREFROM. HOWEVER, NOTHING IN THIS WAIVER REDUCES LESSEE'S INDEMNIFICATION OF OWNER SET FORTH IN SECTION 7.3(A).

8. Owner's Representations, Warranties, and Covenants. Owner hereby represents, warrants, and covenants as follows:

8.1 Owner's Authority. To Owner's knowledge, Owner is the sole owner of the Property and holds fee simple title to the surface estate of the Property. Owner has the unrestricted right and authority and has taken all necessary action to authorize Owner to execute this Agreement and to grant to Lessee the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so and all persons having any ownership interest in the Property (including spouses) are signing this Agreement. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner and the Property in accordance with its terms. Without limiting the foregoing, if a title search shows that the holders of fee simple title to the Property are different from the persons who signed this Agreement as Owner, the persons who signed this Agreement as Owner shall promptly use commercially reasonable efforts to cause all of the holders of fee simple title to the Property to execute an amendment to this Agreement pursuant to which all of such holders of fee simple title to the Property agree to and ratify this Agreement, all at no cost to Lessee.

8.2 Restrictive Covenant - No Interference. Lessee shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance, or operation of Solar Facilities, whether located on the Property or elsewhere; access over the Property to such Solar Facilities; Lessee's rights granted hereunder to use the Property for any other Solar Energy Purposes; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, (a) the activities of Owner shall not disturb or interfere with the unobstructed flow of Solar Energy upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing permanent or temporary buildings, barns, silos or other structures or facilities (collectively, "Owner's Structures") closer than five (5) times the height of any such Owner's Structure from

any Solar Generating Equipment of Lessee, whether located on the Property or elsewhere, and (b) Owner shall not engage in any other activity on the Property or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Solar Facilities. The area of land to remain unobstructed by Owner will consist horizontally of the entire Property, and vertically all space located above the surface of the Property. If Lessee builds Solar Facilities on only a portion of the Property, Owner may use the rest of the Property in any manner that complies with the foregoing. In addition, Owner represents that it is not aware of any pending or threatened lawsuits or government actions that might interfere with the construction or operation of Solar Facilities on the Property, or any delinquent taxes affecting the Property.

8.3 Water Rights. Owner shall retain its water rights and the ability to physically remove and contractually sell the water from existing wells on the site, provided that (a) Owner's exercise of its water rights shall not interfere with the construction, installation, maintenance, or operation of Solar Facilities, or access over the Property to such Solar Facilities, or Lessee's rights hereunder to use the Property for any other Solar Energy Purposes.

8.4 Liens and Tenants. Except as disclosed by Owner in writing to Lessee on or prior to the Effective Date, Owner represents that there are no liens, encumbrances, leases, easements, mortgages, deeds of trust, security interests, mineral or gas and gas rights, options, sale contracts, claims, disputes or other exceptions to Owner's fee title ownership of the Property or to Owner's right, title or interest in the Property (collectively, "Liens"), which are not recorded in the public records of the County in which the Property is located. Lienholders (including tenants), whether or not their Liens are recorded, shall be Owner's responsibility, and Owner shall fully cooperate and assist Lessee in obtaining a non-disturbance agreement from each party that holds a Lien that Lessee determines in its discretion might interfere with Lessee's rights under this Agreement. A non-disturbance agreement is an agreement between Lessee and a lienholder which provides that the lienholder shall not disturb Lessee's possession or rights under this Agreement or terminate this Agreement so long as Owner is not entitled to terminate this Agreement under the provisions hereof. If Owner is unable to obtain any such non-disturbance agreement from a lienholder that holds a mortgage, deed of trust, tax lien or other Lien that is senior to this Agreement (if any), Lessee shall be entitled (but not obligated) to make payments in fulfillment of Owner's obligations to the lienholder and may offset the amount of such payments from amounts due Owner under this Agreement. Owner represents that Owner is not aware of any delinquent taxes affecting the Property.

8.5 Requirements of Governmental Agencies. Owner shall assist and fully cooperate with Lessee, at no out-of-pocket expense to Owner, in complying with or obtaining any land use or siting permits and approvals, property tax abatements, building permits, environmental impact reviews, or any other approvals required for the financing, construction, installation, monitoring, replacement, relocation, maintenance, operation or removal of Solar Facilities (whether located on the Property or elsewhere), including execution of applications for such approvals if required. In connection with any applications for such approvals, Owner agrees at Lessee's request to support such application (at no out-of-pocket expense to Owner) at any administrative, judicial or legislative level, including participating in any appeals or regulatory proceedings. If Owner is contacted directly by any governmental agency about this Agreement, any Solar Facilities or the Property, Owner shall notify Lessee. To the extent permitted by law, Owner hereby waives any setbacks or other restrictions on the location of any Solar Facilities to

be installed on the Property or on adjacent properties, including but not limited to waiver of all property line setbacks, pursuant to state or county rules, regulations or ordinances (that is, Owner approves a reduction of each such setback to zero), and Owner shall cooperate with Lessee in providing documentation of such setback waivers and shall execute any documents reasonably requested by Lessee to evidence Owner's waiver of such setbacks.

8.6 Access. Owner hereby grants to Lessee the right of ingress to and egress from Solar Facilities (whether such Solar Facilities are located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time ("Access Easement"). The Access Easement shall include the right to improve existing roads and lanes, shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Access Easement shall expire upon termination or expiration of this Agreement. For the avoidance of doubt, Lessee shall have no right to utilize or disturb land owned by Owner that is not subject to this Agreement.

8.7 Construction Easement. Owner grants Lessee an easement in, over and across the Property ("Construction Easement") which may be utilized on a temporary basis for access, construction laydown or other purposes to facilitate the construction, maintenance or repair of Solar Facilities (whether located on the Property or nearby properties) during any time that Lessee is conducting such work. Lessee shall have the right, at its sole expense, to (a) remove any existing trees, shrubs, vegetation, structures (as provided at the end of this Section 8.7) or improvements located on a Project Site or the site of Related Facilities that might interfere with construction or operation of Solar Facilities, and (b) change the grade of any part of the Property used as a Project Site, to the extent necessary to construct Solar Facilities, as determined by Lessee. Lessee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying outside of the Project Site during construction. Lessee will comply with Section 7.6 with respect to damage caused by Lessee's use of the Construction Easement. The Construction Easement shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Construction Easement shall expire upon the termination or expiration of this Agreement. Lessee shall provide Owner with at least 14 days' prior notice before razing or demolishing any structure on the Property. If Owner provides notice to Lessee within such 14 day period that Owner desires to demolish such structures, Owner will have an additional fourteen (14) days from the date of such notice to demolish such structures and remove the materials from the Project Site. If Owner does not timely provide notice of its intent to remove the structure, or does not timely remove the structure, Lessee shall remove the same and allow Owner the opportunity to retain any lumber from such structures.

8.8 Mineral Development. This Agreement is subject to any and all existing mineral reservations and mineral leases granted by Owner or its predecessors-in-interest, which cover some or all of the Property as of the Effective Date. In order to permit the simultaneous use of the Property for Solar Energy Purposes and mineral resource development, Owner and Lessee agree to work cooperatively together to ensure that Owner can benefit from the exploitation of the mineral resources on or under the Property and Lessee can undertake development of Solar Energy projects with reasonable certainty that the exploitation of the mineral resources will not interfere

with or adversely affect the Solar Energy projects or unobstructed access to sunlight on the Property. Thus, prior to the issuance of any new mineral lease or to a sale or exchange of minerals under the Property during the Term, Owner will advise and consult with Lessee regarding each such proposed transaction and include in any new lease or sale or exchange documentation, as applicable, a requirement that the buyer, lessee or other party to the minerals transaction waive and release during the Term, any and all rights to enter upon, utilize or disturb the surface area of the Property for any reason whatsoever, including, without limitation, the exploration, drilling or mining of such oil, gas or other minerals; *provided, however*, that foregoing waiver and release shall not preclude the exploration, mining, development, extraction and production of oil, gas, sulphur or other minerals from or under the Property (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) by means of directional or horizontal drilling or utilized or pooled operations with the well and all surface equipment located off the Property, without, in either case, any well bore or mine shaft penetrating any depth beneath the Property above the subsurface depth of five hundred feet (500') feet nor shall such well bore or mine shaft impair the subjacent support of the Property or of any improvements now or hereafter situated on the Property. In addition, upon written request from Lessee, Owner shall (i) cooperate with Lessee in requesting a separate nondisturbance agreement from any existing mineral interest lessee or owner on terms reasonably acceptable to Lessee, and (ii) enforce any rights Owner may have against any such mineral interest lessee or owner in order to provide reasonable accommodation for Lessee to exercise its rights under this Agreement.

8.9 Hazardous Materials.

(a) Owner shall not violate, and shall indemnify Lessee against any such violation of, any Environmental Laws in, on or under the Property. Owner shall promptly notify Lessee of any such violation. This provision shall survive expiration or termination of this Agreement.

(b) To the best of Owner's knowledge, the Property, including, but not limited to, all improvements, facilities, structures and equipment thereon, and the soil and groundwater thereunder, is not in material violation of any Environmental Laws. No release or threatened release of any Hazardous Material has occurred, or is occurring, at, on, under, from or to the Property, and no Hazardous Material is present in, on, under or about, or migrating to or from the Property that could give rise to a claim under Environmental Laws. Neither Owner nor, to the best of Owner's knowledge, any third party has used, generated, manufactured, produced, stored or disposed of on, under or about the Property, or transported to or from the Property any Hazardous Materials in violation of Environmental Laws or in such a manner as to require investigation or remediation of such Hazardous Materials. To Owner's knowledge, there are no storage or other tanks or containers, or wells or other improvements, below the surface of the Property, nor have any storage or other tanks or containers, or wells or other improvements ever previously been located below the surface of the Property. Owner shall be responsible for and/or shall indemnify Lessee for any liability arising out of a violation of any Environmental Laws in, on or under the Property that may exist (whether known or unknown) as of the Effective Date.

8.10 Non-exclusive Grant of Rights. Owner hereby grants Lessee a non-exclusive right, privilege, license and easement covering all of the following:

(a) Any and all easements, rights-of-way, rights of entry, hereditaments, privileges and appurtenances benefiting, belonging to or inuring to the benefit of Owner and pertaining to the Property.

(b) Any and all right, title and interest of Owner in and to any land in the bed of any street, road, avenue or alley (open, proposed or closed) in front of or adjoining the Property and any and all right, title and interest of Owner, in and to any rights-of-way, rights of ingress or egress, or other interests in, on, or to any land, highway, street, road, avenue or alley (open, proposed or closed) in, on, or across, in front of, abutting, or adjoining the Property. For the avoidance of doubt, this Lease provides Lessee no right to utilize or disturb land owned by Owner, or any party related thereto, that is not subject to this Agreement.

(c) Any and all right, title and interest of Owner, in and to any strips or gores of land adjacent or contiguous to the Property, whether those lands are owned or claimed by deed, limitations, or otherwise.

8.11 Hunting. Lessee hereby acknowledges Owner's hunting rights on the Property throughout the term of this Agreement, *provided* that (a) hunting by Owner, its employees, licensees, invitees or agents shall be done in a safe manner and shall not interfere with Lessee's use of the Property, (b) for safety reasons, after the Start of Construction and before the Commercial Operation Date, and at any other times when Lessee is present on the Property (provided Owner is notified at least 24 hours' in advance of Lessee's presence on the Property, except in the case of emergency for which no notice is required), hunting by Owner, its employees, licensees, invitees or agents is prohibited. Owner specifically agrees to defend, indemnify, and hold Lessee harmless against any and all losses, costs, liabilities, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, damage or harm to Lessee, its employees, licensees, invitees or agents resulting from or arising out of or in connection with hunting activities by Owner, its employees, licensees, invitees or agents on the Property.

9. Assignment.

9.1 Assignments by Lessee. Lessee and any Assignee (as hereinafter defined) shall have the right, without obtaining the consent of Owner, to do any of the following with respect to all or any portion of its right, title and/or interest in and to this Agreement, the Lease, the Property, any Project Site and/or any Solar Facilities: (a) grant subleases, separate easements, co-easements, subeasements, licenses or similar rights (however denominated) to one or more Assignees, (b) collaterally assign, mortgage, encumber, pledge or transfer all or any portion of its right, title or interest therein to one or more parties providing financing to Lessee, and/or (c) sell, lease, assign, transfer or otherwise convey all or any portion of its right, title or interest therein to one or more Assignees. Lessee or an Assignee that has assigned an interest hereunder will give notice of such assignment (including the address of the assignee thereof for notice purposes) to Owner, *provided* that failure to give such notice shall not constitute a default under this Agreement but rather shall only have the effect of not binding Owner with respect to such assignment until such notice shall have been given. For purposes of this paragraph, an "Assignee" is any of the following: (i) any one or more parties involved in the development, financing or refinancing of any Solar Facilities, including, without limitation, any lender to or investor in, or purchaser or lessee of, Solar Facilities; (ii) any one or more parties involved in financing or refinancing the

development of any Solar Facilities, or any purchaser or owner of Solar Facilities; (iii) a corporation, partnership or limited liability company now existing or hereafter organized (including Lessee) in which Lessee or any of its owners, or any affiliate or partner of either, owns (directly or indirectly) a controlling interest at the time of assignment; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation, partnership or limited liability company; or (v) a corporation, partnership, limited liability company, or other entity that acquires all or substantially all of Lessee's business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means.

9.2 Assignee Obligations. No Assignee shall have any obligation or liability under this Agreement prior to the time that such Assignee takes actual physical possession of the Property. An Assignee shall be liable to perform obligations under this Agreement only for and during the period such Assignee is in possession of the Property. Any assignment permitted hereunder shall release the assignor from assigned liabilities of Lessee under this Agreement when the Assignee agrees in writing to perform the assigned obligations, if such Assignee either (a) is at least as creditworthy as the assignor at the time of the assignment, or (b) owns or holds, or will own or hold, a majority or controlling interest, directly or indirectly, in a substantial portion of the Solar Facilities including Solar Generating Equipment located on the Property.

9.3 Right to Cure Defaults. To prevent termination of this Agreement or any partial interest therein, Lessee (or any Assignee) shall have the right, but not the obligation, at any time prior to the termination, to pay any or all amounts due hereunder, and to do any other act or thing required of any Assignee or Lessee hereunder or necessary to prevent the termination of this Agreement or any partial interest therein. A default of the holder of a partial interest in this Agreement will not be considered a default by the holder of any other partial interest in this Agreement, and the non-defaulting holder's partial interest shall not be disturbed. If Lessee or an Assignee holds an interest in less than all of this Agreement, the Property or the Solar Facilities, any default under this Agreement shall be deemed remedied, as to Lessee's or such Assignee's partial interest, and Owner shall not disturb such partial interest, if Lessee or the Assignee, as the case may be, shall have cured its *pro rata* portion of the default by paying the fees attributable to the portion of the Project Site (based on its percentage of total Project Site acreage) in which Lessee or the Assignee, as the case may be, holds an interest. For the avoidance of doubt, for purposes of this Section 9.3, no Lessee shall be allowed to cure its *pro rata* portion of a default with respect to an undivided interest in Solar Generating Equipment installed on the Property.

9.4 Intentionally Omitted.

9.5 Transfers by Owner. Owner shall have full right and authority to sell, convey, mortgage, or transfer to one or more transferees, all of Owner's right, title and interest in and to the Property, but any such sale or other transfer shall be subject to the Construction Easement, the Transmission Easement, the Access Easement and this Agreement.

10. Transmission.

10.1 Grant of Transmission Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner, Owner hereby grants to Lessee an exclusive easement ("Transmission Easement") in, on, along, over, above, across and

under the Property for the right to erect, construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time in connection with Solar Energy Purposes, whether carried out on the Property or elsewhere: (a) a line or lines of poles or towers, together with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes for use directly related to other Solar Energy Purposes , and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said poles, towers, wires and cables on, along and in the Property, including beneath the bed of any road located on the Property; and (b) one or more electric inverters, substations or interconnection or switching facilities from which Lessee or others that generate energy may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, together with the appropriate rights-of-way, on, along and in the Property. Said poles, towers, wires, cables, substations, facilities and rights-of-way are herein collectively called the "Transmission Facilities."

10.2 Access. The Transmission Easement also includes the right of ingress to and egress from the Transmission Facilities (whether located on the Property or elsewhere), over and along the Property by means of roads and lanes thereon if existing or otherwise by such route or routes as Lessee may construct from time to time.

10.3 Assignment in Connection with Transmission Lines. [REDACTED]

[REDACTED]

10.4 Term; Assignment. The term of the Transmission Easement shall expire upon expiration or termination of this Agreement, except that if Owner grants a utility or other duly authorized entity any rights pursuant to Section 10.3, then the term of the Transmission Easement shall be perpetual. Lessee (and any Assignee) shall have the right, without need for Owner's consent, to assign or convey all or any portion of the Transmission Easement to an Assignee on an exclusive or nonexclusive basis. The Transmission Easement shall run with the Property and inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

11. Mortgagee Protection. [Redacted]

11.1 Leasehold Mortgage's Right to Possession, Right to Acquire and Right to Assign. [Redacted]

11.2 Notice of Default: Opportunity to Cure [Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11.3 New Lease or Easement to Mortgagee. If this Agreement or a partial interest herein terminates because of Lessee's default or if any leasehold and/or easement estate is foreclosed, or if this Agreement or a partial interest herein is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Owner shall, upon written request from any Leasehold Mortgagee within 90 days after such event, enter into a new agreement ("New Lease") for the Property or portion thereof, on the following terms and conditions:

(a) The terms of the New Lease shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the term of this Agreement, subject to the same terms and conditions set forth in this Agreement as are applicable to such interest, as if this Agreement had not been terminated.

(b) The New Lease shall be executed within 30 days after receipt by Owner of written notice of the Leasehold Mortgagee's election to enter into a New Lease, provided such Leasehold Mortgagee: (i) pays to Owner all rent and other monetary charges payable by Lessee under the terms of this Agreement up to the date of execution of the New Lease, as if this Agreement or applicable interest therein had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Lessee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Leasehold Mortgagee within 120 days of the termination, foreclosure, rejection, or disaffirmance; and (iii) agrees in writing to perform, or cause to be performed within a reasonable period of time, all non-monetary obligations which have not been performed by Lessee and which should have been performed under this Agreement or the partial interest therein up to the date of commencement of the New Lease, except those obligations which constitute non-monetary defaults not susceptible to cure. Any New Lease granted to the Leasehold Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrances or other interest created by Owner.

(c) At the option of the Leasehold Mortgagee, the New Lease may be executed by a third party designated by such Leasehold Mortgagee, without the Leasehold Mortgagee assuming the burdens and obligations of Lessee thereunder.

(d) The provisions of this Section 11.3 shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 11.3 were a separate and independent contract made by Owner, Lessee and such Leasehold Mortgagee, and, from the date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such New Lease, such Leasehold Mortgagee may use and enjoy said Property without hindrance by Owner or any person claiming by, through or under Owner, provided that all of the conditions for a New Lease as set forth herein are complied with.

11.4 Leasehold Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as there exists a Leasehold Mortgage, this Agreement shall not be modified or amended with respect to the interest in this Agreement encumbered by such Leasehold Mortgage and Owner shall not accept a surrender of the Property or any part thereof or a cancellation, termination or release of this Agreement from Lessee prior to expiration of the term without the prior written consent of any Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by such Leasehold Mortgagee.

11.5 Estoppel Certificates, Etc. Owner shall execute such (a) estoppel certificates (certifying as to such matters as Lessee may reasonably request, including, without limitation, that no default then exists under this Agreement, if such be the case); (b) consents to assignment, (c) non-disturbance agreements (respecting other property as to which Owner or its affiliates may have lease, use or other rights), and (d) documents reasonably required by a title insurance company, in each case as Lessee or any Assignee may reasonably request from time to time. Owner shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Lessee or any Assignee for the purpose of implementing the terms and conditions contained in this Agreement or of preserving a Leasehold Mortgagee's security interest, provided that any amendment is at no out-of-pocket cost to Owner

and this Agreement shall not be modified or amended in a manner which would materially and adversely affect Owner. Notwithstanding any provision of this Agreement, the Parties agree that this Agreement shall not be modified or amended prior to expiration of the Term in a manner which would materially and adversely affect any Assignee without such Assignee's prior written consent. The previous sentence is for the express benefit of, and shall be enforceable by, each Assignee.

12. Default and Termination.

12.1 Lessee's Right to Terminate

[Redacted text]

12.2 Owner's Right to Terminate

[Redacted text]

12.3 Effect of Termination

[Redacted text]

12.4 Security for Removal

[Redacted text]

[REDACTED]

13. Miscellaneous.

13.1 Force Majeure. If performance of this Agreement or of any obligation hereunder is prevented, or materially hindered by reason of an event of Force Majeure (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention or material hindrance. The affected Party shall use reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. “Force Majeure” means fire, earthquake, flood, drought, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; strikes or labor disputes; war, civil strife, sabotage, vandalism, or other violence; any law, order, proclamation, regulation, ordinance, action, demand, approval, delay, moratorium, permit or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of the Party claiming Force Majeure.

13.2 Confidentiality. Owner shall maintain in the strictest confidence, for the sole benefit of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee’s site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee or discovered by Owner, unless such information either (a) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents, or (b) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without

breach of any obligation to any person or entity, or (c) is required to be disclosed by a court or governmental agency; *provided however*, that Owner may disclose the financial terms of this Agreement to Owner's family members; consultants, accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; prospective buyers of the Property; or lenders that may have a mortgage on the Property. Lessee shall maintain in confidence, and shall not publish or otherwise disclose, information pertaining to the financial terms of this Agreement except as necessary in connection with Lessee's development, construction, operations or financing activities or in connection with any assignment. The provisions of this Section 13.2 shall survive the termination or expiration of this Agreement.

13.3 Successors and Assigns. This Agreement and any right, title or interest hereunder shall inure to the benefit of and be binding upon Owner and Lessee and, to the extent provided in any assignment or other transfer under Section 9, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Lessee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in this Agreement as to all or a portion of the Property and actually are exercising rights under this Agreement to the extent consistent with such interest. The Parties agree and intend that the provisions of this Agreement shall be covenants running with the land and that they touch and concern the land because they determine how the Parties will use the Property and its resources, including payment for those resources and use of the Property. The Parties further agree and intend that any conveyance, assignment, sale or other transfer of all or a portion of either Party's rights or interests covered by and permitted under this Agreement shall include and be subject thereto because the provisions of this Agreement are covenants that run with the land. As covenants running with the land, the Parties intend that should either no longer share privity of estate with the other, its rights and obligations in this Agreement pass to the person or entity that shares privity of estate and assumes the role of Owner or Lessee. As a result, any Party who ceases to have privity of estate under this Agreement shall bear no liability or any obligation for the terms hereunder after the date on which privity ends. The privity of contract between the current Parties shall not change this result because the Parties do not intend the use of identifiers like Owner or Lessee to bind those specific Parties upon any transfer, conveyance, assignment, sale or other transfer covered by and permitted under this Agreement.

13.4 Notices. All notices, requests and other communications required or permitted by this Agreement shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, certified, and addressed as follows:

If to Owner:

Kerry R. Kasey, President
Irvington Gas Company, Inc., a
Kentucky corporation
PO Box 55
Irvington, KY 40146

Telephone:
Email:

If to Lessee:

OSER LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attn: General Counsel

[REDACTED]

If to any Assignee:

At the address indicated in the notice to Owner provided under Section 9.1.

Payments to Owner shall be mailed to Owner's address above and made out to Owner, unless Owner directs Lessee otherwise in writing. For the purpose of notices to be given by Owner, Owner designates the person to whom notices are given hereunder as its primary contact, and Lessee shall be entitled to rely on any notices given by such individual in writing as if given in writing by all of the persons or entities constituting Owner. Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph. Any notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such notice is only mailed by certified mail, in which case it shall be deemed to be received five business days after the date it is mailed.

13.5 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Owner and Lessee respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

13.6 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state or federal courts located in Louisville, Kentucky. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the Court. In no event shall either Party be liable under this Agreement for consequential, punitive, special, incidental or indirect damages.**

13.7 Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the Term of this Agreement, the Construction Easement, the Transmission Easement or the Access Easement be longer than, respectively, the longest period permitted by applicable law.

13.8 No Partnership. Neither the provisions of this Agreement, nor the provisions of any other agreements referenced herein, nor any acts of the Parties, nor any other circumstances shall be deemed to create a partnership or joint venture between the Parties with respect to the Property or the Solar Facilities for any purposes whatsoever. Each Party shall, in

connection with this Agreement, the Property, or the Solar Facilities, take reasonable steps in dealing with third parties to negate any inference that such partnership or joint venture exists.

13.9 Memorandum. Neither Owner nor Lessee shall record this Agreement in its entirety. The Parties agree that a Memorandum of Lease shall be recorded in the real property records of the County where the Property is located (“Real Property Records”) at Lessee’s expense, in a form reasonably acceptable to both Parties, which form shall not contain any of the financial provisions hereof. In the event of any inaccuracy in Exhibit A, Lessee may modify the Exhibit to correct any non-substantive errors and shall notify Owner of such modification. For the avoidance of doubt, any substantive modification or correction to Exhibit A shall require the mutual agreement of the Parties.

13.10 Tax and Renewable Energy Credits. If under applicable law, the holder of a lease becomes ineligible for any tax credit, renewable energy credit, environmental credit or any other benefit or incentive for renewable or low carbon energy established by any local, state or federal government, then, at Lessee’s option, Owner and Lessee shall exercise good faith and negotiate an amendment to this Agreement or replace it with a different instrument so as to convert Lessee’s interest in the Property to a substantially similar interest that makes Lessee eligible for such credit, benefit or incentive, provided that such amendment does not change the terms of this Agreement in a way that is materially adverse to Owner.

13.11 Further Assurances. From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments, documents and actions specifically provided for herein, as such other Party may reasonably request in order to effectuate the provisions of this Agreement, consummate the transactions contemplated herein, or confirm or perfect any right, restriction or interest to be created or transferred hereunder or pursuant to these transactions.

13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[Signatures to follow on next page.]

IN WITNESS WHEREOF, Owner and Lessee, individually or through duly authorized representatives, hereby execute this Agreement and certify that they have read, understand and agree to the terms and conditions of this Agreement.

“Owner”

Irvington Gas Company, Inc., a Kentucky corporation

By: 

Name: Kerry Ryan Kasey, President

By: 

Name: Kevin Lee Kasey, Vice-President

[Signatures continued on following page.]

“Lessee”

**OSER LLC,
a Delaware limited liability company**

By:  _____

Name: Michael Haas _____

Title: President _____

EXHIBIT A

Legal Description of the Property

ALL THAT CERTAIN real estate lying and being situated in Meade County, Kentucky, being more particularly bounded and described as follows:

Real Property Tax Parcel No. 080-00-00-025.01 and 080-00-00-025

A certain tract or parcel of land lying and being in Meade County, Kentucky, and near Irvington, and bounded and described as follows: Beginning at a stone on the Hardinsburg Road, and corner to W. A. Simmons, thence with the Road N. 35 E. 44 poles thence N. 50 1/2 E. 72-1/3 poles to a stone in said road and corner to Alonza Cowley, thence with his line S. 39-1/4 E. 193-1/5 poles to a stone corner to James Bandy, thence with his line S. 48 1/2 W. 51-1/6 poles to a stone, thence again with his line S 40 1/2 E. 28 poles to a stone also Bandy's corner, thence S. 48 W. 67 poles to a stone in S. C. Dowell's line and also corner to W. A. Simmons, thence with his line N. 44 1/4 W. 212-1/3 poles to the beginning, as per survey made J. B. Smith, Surveyor, on the 25th day of March, 1905.

(In the event of any inaccuracies or insufficiencies in the above legal description, Lessee may modify this Exhibit A to correct such inaccuracies or insufficiencies)

LEASE AGREEMENT

(#KY-MEA1-411)

This Lease Agreement (this "Agreement") is made, dated and effective as of July 13, 2020 (the "Effective Date"), between **Johnson Farm, LLC, a Kentucky limited liability company** ("Owner"), and **OSER LLC, a Delaware limited liability company** (together with its transferees, successors and assigns, "Lessee"), and in connection herewith, Owner and Lessee agree, covenant and contract as set forth in this Agreement. Owner and Lessee are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

Owner and Lessee entered into a solar lease agreement in the form of a letter agreement (the "Letter Agreement") dated July 23, 2019 (the "Letter Agreement Effective Date"). Owner and Lessee now wish to amend and restate the Letter Agreement on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Lease. Owner hereby leases to Lessee the real property of Owner consisting of approximately 128.82 acres (which includes 15.74 acres identified as an Excluded Area [defined in Section 4.5 below]) located in Breckinridge County, Kentucky, and legally described on Exhibit A, and depicted on Exhibit A-1, both as attached hereto and incorporated herein by reference. Such lease ("Lease") includes the right to access and utilize all radiant energy emitted from the sun upon, over and across the real property ("Solar Energy"), and any easements, rights-of-way, and other rights and benefits relating or appurtenant to such real property (collectively, the "Property"). In the event of inaccuracies or insufficiencies in the legal description in Exhibit A Lessee may modify the Exhibit to correct any non-substantive errors and shall notify Owner of such modification. For the avoidance of doubt, any substantive modification or correction to Exhibit A shall require the mutual agreement of the Parties.

2. Purpose. Lessee shall have the exclusive right to use the Property and the unobstructed flow of Solar Energy upon, over and across the Property for electric power, heat and/or steam generation purposes ("Solar Energy Purposes") and to derive all profits therefrom. For purposes of this Agreement, Solar Energy Purposes include, without limitation, the right to convert the Solar Energy into electrical energy and to collect and transmit the electrical energy so converted, together with any and all activities related thereto, including, without limitation, (a) determining the feasibility of Solar Energy conversion and power generation on the Property, including, at Lessee's expense, studies of the Solar Energy emitted upon, over and across the Property (through the installation of Solar Energy measurement equipment or otherwise) and other meteorological, archeological and environmental studies, land surveys and due diligence activities; (b) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining, refurbishing and operating, Solar Energy collection and electrical generating equipment of all types including, without limitation, any such equipment utilizing photovoltaic and/or solar thermal technology (collectively referred to herein as "Solar Generating Equipment"), overhead and underground electrical transmission and communications lines, electric inverters, electric transformers, energy storage facilities, telecommunications equipment for use directly related to other Solar Energy Purposes, power generation facilities to be operated in conjunction with Solar Generating Equipment, roads and gates, meteorological stations and Solar Energy

measurement equipment, control buildings, maintenance yards, and related facilities and equipment (the Solar Generating Equipment together with all of the other foregoing facilities, equipment and improvements, collectively “Solar Facilities”) on the Property; and (c) undertaking any other activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. Solar Facilities on the Property may be operated in conjunction with Solar Facilities installed on other nearby properties that are part of the same solar energy project (collectively, the “Project”). Lessee and its consultants may enter the Property, upon reasonable advance notice, to do work related to development of Solar Facilities. Subject to Owner’s rights to use the Property in any manner consistent with Section 8.2, Lessee shall have the right to control and restrict access onto and over the Property and exclude others (other than any parties with preexisting easement rights) as it deems necessary or appropriate for safety and security reasons.

3. Term.

3.1 Term. The initial term of this Agreement (“Initial Term”) commenced upon the Letter Agreement Effective Date and will continue until the 30th anniversary of the first day of the month following the month in which Solar Facilities in a Project commence operation by delivering commercial quantities of electricity to the electric utility grid (the “Commercial Operation Date”). Lessee may elect to extend the Initial Term for one additional 10-year term commencing on the last day of the Initial Term, upon at least 90 days’ notice to Owner. The Initial Term plus such additional 10-year term is called the “Term.” If the Start of Construction (as defined in Section 3.2) has not occurred prior to the fourth anniversary of the Letter Agreement Effective Date, Owner may terminate this Agreement by notice to Lessee within 60 days of such anniversary. Lessee shall provide Owner with written notice setting forth the Commercial Operation Date within 90 days of its occurrence, provided that the failure to timely provide such notice shall not constitute a default under this Agreement.

3.2 Project Sites. Within thirty (30) days after the date that any Solar Facilities are installed on the Property (“Start of Construction”), Lessee shall designate the portion of the Property on which Solar Facilities are being constructed as part of the Project (a “Project Site”). Lessee shall designate a new Project Site each time it constructs new Solar Facilities on the Property. Each Project Site shall include any areas occupied by above-ground transmission lines, roads or underground collection lines installed by Lessee on the Property.

3.3 Delay in Use. Except as specifically provided in this Agreement, no delay of Lessee in the use or enjoyment of any leasehold, easement or other right in this Agreement will result in the loss or abandonment of any right, title interest or estate granted herein.

3.4 Release of Unused Property. After the second anniversary of the Commercial Operation Date, at Owner’s request, Lessee will release this Agreement as to any portions of the Property (collectively, “Released Property”) not included in a Project Site or a Control Property (as defined in Section 4.4); provided, that (i) Released Property shall remain subject to (a) the non-interference provisions set forth in Section 8.2, (b) the Transmission Easement under Section 10.1 (but only if Related Facilities, as defined in Section 7.6(a), are located on such portion of the Property), and, (c) the Access Easement under Section 8.6 (but only if Related Facilities are located on such portion of the Property), and (ii) Lessee shall not be

required to make payments of Initial Rent after such release. Such release shall be recorded in the Real Property Records (as defined in Section 13.9) and shall not affect any other rights or easements granted hereunder.

4. Payments.

4.1 Rent. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(a) Initial Rent. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(b) Operational Rent [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

4.2 Inflation Adjustmen

[REDACTED]

4.3 Intentionally Omitted.

4.4 Substation, Switchyard, etc. If Lessee intends to install an electric substation or switchyard pursuant to Section 10.1, or an operations & maintenance building on the Property outside of a Project Site, then Lessee may lease the actual acreage occupied by the substation, switchyard or building (the “Control Property”) for the amounts set forth in the Operational Rent schedule in Section 4.1(b). The Control Property shall be located immediately adjacent to a public road.

4.5 Excluded Area. No Solar Facilities of any description will be installed on, and Lessee will not access in any way, the areas of the Property depicted as the Excluded Area on Exhibit A-1, attached hereto and incorporated herein (the “Excluded Area”). The acreage referenced throughout this Section 4 will not include the acreage of the Excluded Area.

4.6 Owner has requested that no above-ground Solar Facilities be installed in certain areas of the Property and such areas are shown on the map attached as Exhibit A-1, attached hereto and incorporated herein, as the Excluded Area (the “Excluded Area”). The acreage referenced throughout this Section 4 will not include the acreage of the Excluded Area.

5. Ownership of Solar Facilities. Owner shall have no ownership or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Lessee may remove any or all Solar Facilities at any time. Except for payments of Rent described in Section 4, Owner shall not be entitled to any other payments or benefits accrued by or from the Solar Facilities, including renewable energy credits, environmental credits or investment or other tax credits.

6. Taxes.

6.1 Lessee and Own

[REDACTED]

[REDACTED]

6.2 Tax Bills. Lessee shall have the right, but not the obligation, to seek to have its leasehold estate separately assessed to Lessee for real estate ad valorem tax purposes as well as personal property tax purposes, and Owner and Lessee agree jointly to use commercially reasonable efforts to cause the County tax assessor to issue separate property tax bills to Owner and Lessee. It is a condition to Owner's right to payment or reimbursement hereunder that Owner submit Owner's real property tax bill to Lessee no later than 15 days prior to the due date for such taxes. If Owner fails to pay for its share of real property taxes, Lessee shall have the right to pay such amounts on Owner's behalf and to offset any amounts so paid by Lessee against all or any of the Rent payments next payable by Lessee under this Agreement.

6.3 Contest. Lessee may contest the assessed value of the Solar Facilities and the legal validity and amount of any such taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers reasonable or necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. Owner shall submit to Lessee a copy of all notices and other correspondence Owner receives from any taxing authorities regarding the assessed value of the Property and/or the Solar Facilities within 30 days after Owner receives same, but in no event later than 30 days prior to the date an objection to such assessment or taxes must be filed. Owner agrees to provide to Lessee all reasonable assistance in contesting the validity or amount of any such taxes, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, but at no out-of-pocket cost to Owner. In the event the taxing authorities provide a separate assessment and tax statement for the portion of the real property taxes levied against or allocated to the Solar Facilities, Lessee agrees to pay such real property taxes directly to the taxing authorities.

6.4 Indemnity – Real Property Taxes. OWNER AND LESSEE EACH AGREES TO INDEMNIFY AND HOLD EACH OTHER HARMLESS FROM ANY LIABILITY, COST OR EXPENSES, PAID BY IT OR FOR WHICH IT IS LIABLE, RESULTING FROM SUCH PARTY'S FAILURE TO PAY ITS PORTION OF REAL PROPERTY TAXES IN ACCORDANCE WITH THIS AGREEMENT.

7. Lessee's Representations, Warranties, and Covenants. Lessee hereby represents, warrants, and covenants to Owner that:

7.1 Siting. Lessee, at Lessee's expense, shall provide Owner with a survey of each Project Site, including the exact acreage thereof, within 90 days of the Commercial Operation

Date of the Project. Owner hereby grants Lessee the right to record a notice of final description (“Notice of Final Description”) to reflect the boundaries of each Project Site, or at Lessee’s election to record or re-record one or more Memorandums of Lease in the county’s Real Property Records (as described in Section 13.9 below) and attach the legal description of each Project Site to the appropriate Memorandum of Lease. Lessee shall make all siting decisions as to Solar Facilities in its sole discretion. If Lessee builds Solar Facilities on part of the Property, then Lessee will make commercially reasonable efforts not to interfere with Owner’s agricultural activities on the rest of the Property, as set forth in Section 7.6.

7.2 Insurance. Lessee shall, at its expense, maintain liability insurance insuring Lessee and Owner against loss caused by Lessee’s use of the Property under this Agreement, or if Lessee is a regulated utility or a financially responsible entity whose credit rating is investment grade, Lessee shall have the right to self-insure and assume the risk of loss for general liability exposures that would have been covered by the policy, to the extent Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). If at any time at which Lessee is self-insured its credit rating is below investment grade, Lessee shall promptly purchase the required liability insurance unless it is a regulated utility. The amount of such insurance shall be not less than \$1 million of combined single limit liability coverage before the Start of Construction and not less than \$5 million of combined single limit liability coverage after the Start of Construction. Under such policy, Owner will be named as an additional insured with respect to operations or activities of Lessee but only to the extent Owner is held liable for damage and injuries caused by such operation or activities for which Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). No coverage is provided for liability arising out of Owner’s own negligence or misconduct. Certificates of such insurance, or evidence of self-insurance reasonably acceptable to Owner, shall be provided to Owner upon request.

7.3 Mutual Indemnities.

(a) Lessee’s Indemnity. Lessee will indemnify, defend and hold harmless Owner and Owner’s shareholders, directors, successors, assigns, personal representatives, trustees, mortgagees, employees and agents (collectively, “Owner’s Indemnified Parties”) against any and all losses, damages, demands, suits, actions, claims, expenses and other liabilities, including without limitation, reasonable attorneys’ fees and court costs, resulting from or arising out of (i) damage to property or injury to any person (including claims brought by third parties regarding noise, glare, shadow or other harm), in each case to the extent caused by the operations or activities of Lessee or its employees, contractors or agents, or (ii) any breach of this Agreement by Lessee or an Assignee. The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and the like that may result from Owner’s loss of use of the Project Site or any other portion of the Property occupied by Solar Facilities. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Owner or any of Owner’s Indemnified Parties or any party other than Lessee or its employees, contractors or agents.

(b) Owner’s Indemnity. Owner will indemnify, defend and hold harmless Lessee and Lessee’s members, shareholders, directors, successors, assigns, affiliates, personal representatives, trustees, mortgagees, employees and agents (collectively, “Lessee’s Indemnified”

Parties”) against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys’ fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by (i) any negligent act or failure to act by Owner, guest or invitee, or (ii) any breach of this Agreement by Owner. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Lessee or any of Lessee’s Indemnified Parties or any party other than Owner or its employees, contractors or agents.

7.4 Requirements of Governmental Agencies. Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the construction and operation of the Solar Facilities, including the governing electric safety code. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Property, Project Site or Solar Facilities of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall cooperate in every reasonable way in such contest, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, at no out-of-pocket expense to Owner. Any such contest or proceeding shall be controlled and directed by Lessee, but Lessee shall indemnify Owner from Lessee’s failure to observe or comply with the contested law, ordinance, statute, order, regulation or property assessment.

7.5 Construction Liens. Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property in connection with Lessee’s use of the Property. Lessee may contest any such lien and the legal validity and amount of any such lien; *provided, however*, that if Lessee elects to contest any such lien, Lessee shall, within 60 days after it receives notice of the filing of such lien, either bond around such lien or establish appropriate reserves therefor, or otherwise remove such lien from the Property pursuant to applicable law.

7.6 Lessee Non-Interference with Agricultural Activities. In the construction and operation of its Solar Facilities, Lessee will make commercially reasonable efforts not to interfere with Owner’s agricultural activities on the rest of the Property. To facilitate communication, Lessee and Owner will each designate a single point of contact with the other Party.

(a) Construction and Siting. Lessee will consult with Owner (or, at Owner’s request, with Owner’s then-current tenant) prior to the Start of Construction to describe Lessee’s plan and schedule for construction on the Property. As part of the consultation, Lessee will present a preliminary site map showing the Project Site and any new roads, overhead transmission lines, electric substation or switchyard, or operations and maintenance building proposed to be located on the Property outside of the Project Site pursuant to Section 8.6 or Section 10.1 (the “Related Facilities”), and solicit Owner’s advice and input, before finalizing the site design. Lessee will also discuss with Owner the measures Lessee will take during construction to minimize conflicts between Lessee’s construction activities and Owner’s ongoing agricultural operations. Lessee will use commercially reasonable efforts to limit the use of gravel to what is necessary for the construction and use of roads on the Property.

(b) Soil Restoration; Compaction; Weed Control. Outside of the Project Site, Lessee shall use commercially reasonable efforts to minimize any damage to and disturbance of growing crops and crop land caused by its construction activities and will work with Owner to minimize areas of potential soil compaction. Lessee shall not remove topsoil from the Property, and shall replace removed topsoil to the location from which it was removed to the extent practicable, or such other location on the Property as may be reasonably requested by Owner. Upon completion of construction on the Property, Lessee will restore the soil surface on any portion of the Property disturbed by Lessee that is outside of the Project Site or the boundaries of any Related Facilities. In addition, if such disturbed area was in pasture prior to construction, Lessee will re-plant native or similar grass seed on such portion of the Property. If Lessee causes compaction of any previously cultivated part of the Property located outside of the Project Site or the boundaries of any Related Facilities, Lessee will “rip” such portion of the Property in at least three passes to a depth of at least 18 inches. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to control weeds within the Project Site, the portions of the Property where Related Facilities have been installed, and in areas disturbed by Lessee’s construction on the Property. Owner may spray to control weeds up to the edge of the Project Site.

(c) Underground Lines and Drainage Tiles. During construction on the Property, Lessee will promptly repair any damage to underground drainage tiles or waterways caused by the construction activities of Lessee, and such repairs will be done by a qualified professional. Lessee shall have a continuing obligation to effect repairs to drainage tiles for any damage provided that such damage is related to the construction activities of Lessee. Once Owner has provided Lessee with written acceptance of the drainage repairs, Lessee shall be relieved of any obligation to effect further repairs unless Lessee causes new damage to drainage tiles or waterways.

(d) Crop Damage. [REDACTED]

(e) Gates and Fences. If Owner’s Property is fenced, all of Lessee’s newly constructed access roads located on the Property shall be gated by Lessee at Lessee’s expense, and Owner shall be furnished with keys or other ability to open and close such exterior gates. Lessee shall maintain such gates as part of the Solar Facilities. When installing a gate within Owner’s

existing fence, Lessee will make such fence cuts, braces, and repairs that will be permanent and remain functional for the remaining life of the fence of which they are part; alternatively, Owner may require Lessee to install a cattle guard in lieu of any internal gate. When accessing the Property, Lessee will close gates used by its personnel except when open to permit the passage of vehicular traffic, so that Owner's or Owner's tenant's livestock do not stray or escape through such gates. Additionally, Owner authorizes Lessee, at Lessee's sole expense, to take reasonable safety and security measures to reduce the risk of damage to Solar Facilities or the risk that Solar Facilities will cause damage, injury or death to people, livestock, other animals and property, including fencing around the Project Site and the perimeter of any electric substation or switchyard, operations or maintenance building, or (during periods of construction) laydown area located outside of the Project Site, as Lessee may deem necessary or appropriate to secure or enclose the same.

(f) Roads. To minimize erosion caused by Lessee's construction of roads on the Property and facilitate natural drainage, Lessee will seek Owner's advice on the design and location of such roads. Lessee will incorporate Owner's advice into the final road design to the extent such advice does not substantially increase construction costs over a design based on good engineering practice, as determined by Lessee in its reasonable judgment. During construction, Lessee will keep Owner's existing site roads used by Lessee in good repair. After the Commercial Operation Date, Lessee will maintain roads used by Lessee on the Property outside of the Project Site to the extent necessary for Lessee's continued use, as reasonably determined by Lessee, and will use commercially reasonable efforts to minimize erosion caused by Lessee's road use. The crown of new roads located in any previously cultivated portion of the Property will be kept to a minimum. Lessee will ensure there is an adequate crossing point for agricultural vehicles over any new roads. New roads used during construction but not required for operations will be reclaimed. If the installation of Solar Facilities re-routes the natural drainage, causing drainage problems on the Property, Lessee will use commercially reasonable efforts to correct such problems. Except as required during construction, roads shall be limited to twenty feet (20') in width. After construction is complete, Lessee will restore the area of any roads that extend beyond such 20' width limit which were disturbed by Lessee.

(g) Resources. Lessee may use caliche and gravel from the Property, so long as Lessee pays Owner the then current market price, excluding cost of transportation.

(h) Animals. Lessee's employees shall not bring animals onto the Property at any time.

(i) Keeping the Property Clean. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to keep the Property neat and clean (free from debris and waste), and shall remove all refuse, litter and debris created by Lessee and its invitees, licensees, agents and contractors from the Property.

(j) Livestock. Lessee will use commercially reasonable efforts to minimize any interference with Owner's livestock operation.

(k) Timber Property. If Lessee builds Solar Facilities on the Property, Lessee may clear timber as needed for construction and operation of the Solar Facilities. Lessee will give

Owner sixty (60) days' written notice before clearing timber from the Property and the Parties will exercise good faith in reaching agreement as to the specifics of timber removal and the location where such felled timber should be set aside. Owner will be responsible for the prompt removal of the cut timber within 45 days after the timber has been cut, and if timely removed, Owner shall retain its full value.

7.7 *Hazardous Materials.* Lessee shall not violate, and shall indemnify Owner against any liability and expense arising from violation by Lessee of, any federal, state, or local law, ordinance, or regulation promulgated thereunder ("Environmental Laws") relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials in, on or under the Property. This provision shall survive termination of this Agreement. For purposes of this Agreement, "Hazardous Materials" means any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property.

7.8 *Noise, Glare and Shadow.* Lessee shall have the right in connection with the construction, use and operation of Solar Facilities to emit or cause the emission of noise, to impact Owner's views of and from the Property, and to allow or permit the Solar Facilities to cast shadows and to create, cause and emit glare or shadow onto the Property and Owner's adjacent properties, and similar field effects. OWNER, FOR ITSELF AND ON BEHALF OF ITS SUCCESSORS AND ASSIGNS, HEREBY ACCEPTS SUCH EFFECTS, WAIVES ANY RIGHT TO OBJECT TO SUCH EFFECTS AND RELEASES LESSEE FROM ANY CLAIMS, DAMAGES, LIABILITIES OR LOSSES OWNER MAY INCUR THEREFROM. HOWEVER, NOTHING IN THIS WAIVER REDUCES LESSEE'S INDEMNIFICATION OF OWNER SET FORTH IN SECTION 7.3(A).

8. Owner's Representations, Warranties, and Covenants. Owner hereby represents, warrants, and covenants as follows:

8.1 *Owner's Authority.* To Owner's knowledge, Owner is the sole owner of the Property and holds fee simple title to the surface estate of the Property. Owner has the unrestricted right and authority and has taken all necessary action to authorize Owner to execute this Agreement and to grant to Lessee the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so and all persons having any ownership interest in the Property (including spouses) are signing this Agreement. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner and the Property in accordance with its terms. Without limiting the foregoing, if a title search shows that the holders of fee simple title to the Property are different from the persons who signed this Agreement as Owner, the persons who signed this Agreement as Owner shall promptly use commercially reasonable efforts to cause all of the holders of fee simple title to the Property to execute an amendment to this Agreement pursuant to which all of such holders of fee simple title to the Property agree to and ratify this Agreement, all at no cost to Lessee.

8.2 *Restrictive Covenant - No Interference.* Lessee shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction,

installation, maintenance, or operation of Solar Facilities, whether located on the Property or elsewhere; access over the Property to such Solar Facilities; Lessee's rights granted hereunder to use the Property for any other Solar Energy Purposes; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, (a) the activities of Owner shall not disturb or interfere with the unobstructed flow of Solar Energy upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing permanent or temporary buildings, barns, silos or other structures or facilities (collectively, "Owner's Structures") closer than five (5) times the height of any such Owner's Structure from any Solar Generating Equipment of Lessee, whether located on the Property or elsewhere, and (b) Owner shall not engage in any other activity on the Property or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Solar Facilities. The area of land to which this Section 8.2 applies will consist horizontally of the entire Property, and vertically all space located above the surface of the Property. If Lessee builds Solar Facilities on only a portion of the Property, Owner may use the rest of the Property in any manner that complies with the foregoing. In addition, Owner represents that it is not aware of any pending or threatened lawsuits or government actions that might interfere with the construction or operation of Solar Facilities on the Property, or any delinquent taxes affecting the Property.

8.3 Water Rights. Owner shall retain its water rights and the ability to physically remove and contractually sell the water from existing wells on the site, provided that (a) Owner's exercise of its water rights shall not interfere with the construction, installation, maintenance, or operation of Solar Facilities, or access over the Property to such Solar Facilities, or Lessee's rights hereunder to use the Property for any other Solar Energy Purposes.

8.4 Liens and Tenants. Except as disclosed by Owner in writing to Lessee on or prior to the Effective Date, Owner represents that there are no liens, encumbrances, leases, easements, mortgages, deeds of trust, security interests, mineral or gas and gas rights, options, sale contracts, claims, disputes or other exceptions to Owner's fee title ownership of the Property or to Owner's right, title or interest in the Property (collectively, "Liens"), which are not recorded in the public records of the County in which the Property is located. Lienholders (including tenants), whether or not their Liens are recorded, shall be Owner's responsibility, and Owner shall fully cooperate and assist Lessee in obtaining a non-disturbance agreement from each party that holds a Lien that Lessee determines in its discretion might interfere with Lessee's rights under this Agreement. A non-disturbance agreement is an agreement between Lessee and a lienholder which provides that the lienholder shall not disturb Lessee's possession or rights under this Agreement or terminate this Agreement so long as Owner is not entitled to terminate this Agreement under the provisions hereof. If Owner is unable to obtain any such non-disturbance agreement from a lienholder that holds a mortgage, deed of trust, tax lien or other Lien that is senior to this Agreement (if any), Lessee shall be entitled (but not obligated) to make payments in fulfillment of Owner's obligations to the lienholder and may offset the amount of such payments from amounts due Owner under this Agreement. Owner represents that Owner is not aware of any delinquent taxes affecting the Property.

8.5 Requirements of Governmental Agencies. Owner shall assist and fully cooperate with Lessee, at no out-of-pocket expense to Owner, in complying with or obtaining any land use or siting permits and approvals, property tax abatements, building permits, environmental impact reviews, or any other approvals required for the financing, construction, installation,

monitoring, replacement, relocation, maintenance, operation or removal of Solar Facilities (whether located on the Property or elsewhere), including execution of applications for such approvals if required. In connection with any applications for such approvals, Owner agrees at Lessee's request to support such application (at no out-of-pocket expense to Owner) at any administrative, judicial or legislative level, including participating in any appeals or regulatory proceedings. If Owner is contacted directly by any governmental agency about this Agreement, any Solar Facilities or the Property, Owner shall notify Lessee. To the extent permitted by law, Owner hereby waives any setbacks or other restrictions on the location of any Solar Facilities to be installed on the Property or on adjacent properties, including but not limited to waiver of all property line setbacks, pursuant to state or county rules, regulations or ordinances (that is, Owner approves a reduction of each such setback to zero), and Owner shall cooperate with Lessee in providing documentation of such setback waivers and shall execute any documents reasonably requested by Lessee to evidence Owner's waiver of such setbacks.

8.6 Access. Owner hereby grants to Lessee the right of ingress to and egress from Solar Facilities (whether such Solar Facilities are located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time ("Access Easement"). The Access Easement shall include the right to improve existing roads and lanes, shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Access Easement shall expire upon termination or expiration of this Agreement. For the avoidance of doubt, Lessee shall have no right to utilize or disturb land owned by Owner that is not subject to this Agreement.

8.7 Construction Easement. Owner grants Lessee an easement in, over and across the Property ("Construction Easement") which may be utilized on a temporary basis for access, construction laydown or other purposes to facilitate the construction, maintenance or repair of Solar Facilities (whether located on the Property or nearby properties) during any time that Lessee is conducting such work. Lessee shall have the right, at its sole expense, to (a) remove any existing trees, shrubs, vegetation, structures (as provided at the end of this Section 8.7) or improvements located on a Project Site or the site of Related Facilities that might interfere with construction or operation of Solar Facilities, and (b) change the grade of any part of the Property used as a Project Site, to the extent necessary to construct Solar Facilities, as determined by Lessee. Lessee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying outside of the Project Site during construction. Lessee will comply with Section 7.6 with respect to damage caused by Lessee's use of the Construction Easement. The Construction Easement shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Construction Easement shall expire upon the termination or expiration of this Agreement. Lessee shall provide Owner with at least 14 days' prior notice before razing or demolishing any structure on the Property. If Owner provides notice to Lessee within such 14 day period that Owner desires to demolish such structures, Owner will have an additional fourteen (14) days from the date of such notice to demolish such structures and remove the materials from the Project Site. If Owner does not timely provide notice of its intent to remove the structure, or does not timely remove the structure, Lessee shall remove the same and allow Owner the opportunity to retain any lumber from such structures.

8.8 Mineral Development. This Agreement is subject to any and all existing mineral reservations and mineral leases granted by Owner or its predecessors-in-interest, which cover some or all of the Property as of the Effective Date. In order to permit the simultaneous use of the Property for Solar Energy Purposes and mineral resource development, Owner and Lessee agree to work cooperatively together to ensure that Owner can benefit from the exploitation of the mineral resources on or under the Property and Lessee can undertake development of Solar Energy projects with reasonable certainty that the exploitation of the mineral resources will not interfere with or adversely affect the Solar Energy projects or unobstructed access to sunlight on the Property. Thus, prior to the issuance of any new mineral lease or to a sale or exchange of minerals under the Property during the Term, Owner will advise and consult with Lessee regarding each such proposed transaction and include in any new lease or sale or exchange documentation, as applicable, a requirement that the buyer, lessee or other party to the minerals transaction waive and release during the Term, any and all rights to enter upon, utilize or disturb the surface area of the Property for any reason whatsoever, including, without limitation, the exploration, drilling or mining of such oil, gas or other minerals; *provided, however*, that foregoing waiver and release shall not preclude the exploration, mining, development, extraction and production of oil, gas, sulphur or other minerals from or under the Property (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) by means of directional or horizontal drilling or utilized or pooled operations with the well and all surface equipment located off the Property, without, in either case, any well bore or mine shaft penetrating any depth beneath the Property above the subsurface depth of five hundred feet (500') feet nor shall such well bore or mine shaft impair the subjacent support of the Property or of any improvements now or hereafter situated on the Property. In addition, upon written request from Lessee, Owner shall (i) cooperate with Lessee in requesting a separate nondisturbance agreement from any existing mineral interest lessee or owner on terms reasonably acceptable to Lessee, and (ii) enforce any rights Owner may have against any such mineral interest lessee or owner in order to provide reasonable accommodation for Lessee to exercise its rights under this Agreement.

8.9 Hazardous Materials.

(a) Owner shall not violate, and shall indemnify Lessee against any such violation of, any Environmental Laws in, on or under the Property. Owner shall promptly notify Lessee of any such violation. This provision shall survive expiration or termination of this Agreement.

(b) To the best of Owner's knowledge, the Property, including, but not limited to, all improvements, facilities, structures and equipment thereon, and the soil and groundwater thereunder, is not in material violation of any Environmental Laws. No release or threatened release of any Hazardous Material has occurred, or is occurring, at, on, under, from or to the Property, and no Hazardous Material is present in, on, under or about, or migrating to or from the Property that could give rise to a claim under Environmental Laws. Neither Owner nor, to the best of Owner's knowledge, any third party has used, generated, manufactured, produced, stored or disposed of on, under or about the Property, or transported to or from the Property any Hazardous Materials in violation of Environmental Laws or in such a manner as to require investigation or remediation of such Hazardous Materials. To Owner's knowledge, there are no storage or other tanks or containers, or wells or other improvements, below the surface of the Property, nor have any storage or other tanks or containers, or wells or other improvements ever previously been

located below the surface of the Property. Owner shall be responsible for and/or shall indemnify Lessee for any liability arising out of a violation of any Environmental Laws in, on or under the Property that may exist (whether known or unknown) as of the Effective Date.

8.10 Non-exclusive Grant of Rights. Owner hereby grants Lessee a non-exclusive right, privilege, license and easement covering all of the following:

(a) Any and all easements, rights-of-way, rights of entry, hereditaments, privileges and appurtenances benefiting, belonging to or inuring to the benefit of Owner and pertaining to the Property.

(b) Any and all right, title and interest of Owner in and to any land in the bed of any street, road, avenue or alley (open, proposed or closed) in front of or adjoining the Property and any and all right, title and interest of Owner, in and to any rights-of-way, rights of ingress or egress, or other interests in, on, or to any land, highway, street, road, avenue or alley (open, proposed or closed) in, on, or across, in front of, abutting, or adjoining the Property. For the avoidance of doubt, this Lease provides Lessee no right to utilize or disturb land owned by Owner, or any party related thereto, that is not subject to this Agreement.

(c) Any and all right, title and interest of Owner, in and to any strips or gores of land adjacent or contiguous to the Property, whether those lands are owned or claimed by deed, limitations, or otherwise.

8.11 Hunting. Lessee hereby acknowledges Owner's hunting rights on the Property throughout the term of this Agreement, *provided* that (a) hunting by Owner, its employees, licensees, invitees or agents shall be done in a safe manner and shall not interfere with Lessee's use of the Property, (b) for safety reasons, after the Start of Construction and before the Commercial Operation Date, and at any other times when Lessee is present on the Property (provided Owner is notified at least 24 hours' in advance of Lessee's presence on the Property, except in the case of emergency for which no notice is required), hunting by Owner, its employees, licensees, invitees or agents is prohibited. Owner specifically agrees to defend, indemnify, and hold Lessee harmless against any and all losses, costs, liabilities, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, damage or harm to Lessee, its employees, licensees, invitees or agents resulting from or arising out of or in connection with hunting activities by Owner, its employees, licensees, invitees or agents on the Property.

9. Assignment.

9.1 Assignments by Lessee. Lessee and any Assignee (as hereinafter defined) shall have the right, without obtaining the consent of Owner, to do any of the following with respect to all or any portion of its right, title and/or interest in and to this Agreement, the Lease, the Property, any Project Site and/or any Solar Facilities: (a) grant subleases, separate easements, co-easements, subeasements, licenses or similar rights (however denominated) to one or more Assignees, (b) collaterally assign, mortgage, encumber, pledge or transfer all or any portion of its right, title or interest therein to one or more parties providing financing to Lessee, and/or (c) sell, lease, assign, transfer or otherwise convey all or any portion of its right, title or interest therein to one or more Assignees. Lessee or an Assignee that has assigned an interest hereunder will give

notice of such assignment (including the address of the assignee thereof for notice purposes) to Owner, *provided* that failure to give such notice shall not constitute a default under this Agreement but rather shall only have the effect of not binding Owner with respect to such assignment until such notice shall have been given. For purposes of this paragraph, an “Assignee” is any of the following: (i) any one or more parties involved in the development, financing or refinancing of any Solar Facilities, including, without limitation, any lender to or investor in, or purchaser or lessee of, Solar Facilities; (ii) any one or more parties involved in financing or refinancing the development of any Solar Facilities, or any purchaser or owner of Solar Facilities; (iii) a corporation, partnership or limited liability company now existing or hereafter organized (including Lessee) in which Lessee or any of its owners, or any affiliate or partner of either, owns (directly or indirectly) a controlling interest at the time of assignment; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation, partnership or limited liability company; or (v) a corporation, partnership, limited liability company, or other entity that acquires all or substantially all of Lessee’s business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means.

9.2 Assignee Obligations. No Assignee shall have any obligation or liability under this Agreement prior to the time that such Assignee takes actual physical possession of the Property. An Assignee shall be liable to perform obligations under this Agreement only for and during the period such Assignee is in possession of the Property. Any assignment permitted hereunder shall release the assignor from assigned liabilities of Lessee under this Agreement when the Assignee agrees in writing to perform the assigned obligations, if such Assignee either (a) is at least as creditworthy as the assignor at the time of the assignment, or (b) owns or holds, or will own or hold, a majority or controlling interest, directly or indirectly, in a substantial portion of the Solar Facilities including Solar Generating Equipment located on the Property.

9.3 Right to Cure Defaults. To prevent termination of this Agreement or any partial interest therein, Lessee (or any Assignee) shall have the right, but not the obligation, at any time prior to the termination, to pay any or all amounts due hereunder, and to do any other act or thing required of any Assignee or Lessee hereunder or necessary to prevent the termination of this Agreement or any partial interest therein. A default of the holder of a partial interest in this Agreement will not be considered a default by the holder of any other partial interest in this Agreement, and the non-defaulting holder’s partial interest shall not be disturbed. If Lessee or an Assignee holds an interest in less than all of this Agreement, the Property or the Solar Facilities, any default under this Agreement shall be deemed remedied, as to Lessee’s or such Assignee’s partial interest, and Owner shall not disturb such partial interest, if Lessee or the Assignee, as the case may be, shall have cured its *pro rata* portion of the default by paying the fees attributable to the portion of the Project Site (based on its percentage of total Project Site acreage) in which Lessee or the Assignee, as the case may be, holds an interest. For the avoidance of doubt, for purposes of this Section 9.3, no Lessee shall be allowed to cure its *pro rata* portion of a default with respect to an undivided interest in Solar Generating Equipment installed on the Property.

9.4 Intentionally Omitted.

9.5 Transfers by Owner. Owner shall have full right and authority to sell, convey, mortgage, or transfer to one or more transferees, all of Owner’s right, title and interest in

and to the Property, but any such sale or other transfer shall be subject to the Construction Easement, the Transmission Easement, the Access Easement and this Agreement.

10. Transmission.

10.1 Grant of Transmission Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner, Owner hereby grants to Lessee an exclusive easement ("Transmission Easement") in, on, along, over, above, across and under the Property for the right to erect, construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time in connection with Solar Energy Purposes, whether carried out on the Property or elsewhere: (a) a line or lines of poles or towers, together with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes for use directly related to other Solar Energy Purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said poles, towers, wires and cables on, along and in the Property, including beneath the bed of any road located on the Property; and (b) one or more electric inverters, substations or interconnection or switching facilities from which Lessee or others that generate energy may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, together with the appropriate rights-of-way, on, along and in the Property. Said poles, towers, wires, cables, substations, facilities and rights-of-way are herein collectively called the "Transmission Facilities."

10.2 Access. The Transmission Easement also includes the right of ingress to and egress from the Transmission Facilities (whether located on the Property or elsewhere), over and along the Property by means of roads and lanes thereon if existing or otherwise by such route or routes as Lessee may construct from time to time.

10.3 Assignment in Connection with Transmission Lines.

[REDACTED]

10.4 Term; Assignment. The term of the Transmission Easement shall expire upon expiration or termination of this Agreement, except that if Owner grants a utility or other

duly authorized entity any rights pursuant to Section 10.3, then the term of the Transmission Easement shall be perpetual. Lessee (and any Assignee) shall have the right, without need for Owner's consent, to assign or convey all or any portion of the Transmission Easement to an Assignee on an exclusive or nonexclusive basis. The Transmission Easement shall run with the Property and inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

11. Mortgagee Protection. [REDACTED]

11.1 Leasehold Mortgagee's Right to Possession, Right to Acquire and Right to Assign. [REDACTED]

11.2 Notice of Default: Opportunity to Cure [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11.3 New Lease or Easement to Mortgagee. If this Agreement or a partial interest herein terminates because of Lessee’s default or if any leasehold and/or easement estate is foreclosed, or if this Agreement or a partial interest herein is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors’ rights, Owner shall, upon written request from any Leasehold Mortgagee within 90 days after such event, enter into a new agreement (“New Lease”) for the Property or portion thereof, on the following terms and conditions:

(a) The terms of the New Lease shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the term of this Agreement, subject to the same terms and conditions set forth in this Agreement as are applicable to such interest, as if this Agreement had not been terminated.

(b) The New Lease shall be executed within 30 days after receipt by Owner of written notice of the Leasehold Mortgagee's election to enter into a New Lease, provided such Leasehold Mortgagee: (i) pays to Owner all rent and other monetary charges payable by Lessee under the terms of this Agreement up to the date of execution of the New Lease, as if this Agreement or applicable interest therein had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Lessee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Leasehold Mortgagee within 120 days of the termination, foreclosure, rejection, or disaffirmance; and (iii) agrees in writing to perform, or cause to be performed within a reasonable period of time, all non-monetary obligations which have not been performed by Lessee and which should have been performed under this Agreement or the partial interest therein up to the date of commencement of the New Lease, except those obligations which constitute non-monetary defaults not susceptible to cure. Any New Lease granted to the Leasehold Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrances or other interest created by Owner.

(c) At the option of the Leasehold Mortgagee, the New Lease may be executed by a third party designated by such Leasehold Mortgagee, without the Leasehold Mortgagee assuming the burdens and obligations of Lessee thereunder.

(d) The provisions of this Section 11.3 shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 11.3 were a separate and independent contract made by Owner, Lessee and such Leasehold Mortgagee, and, from the date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such New Lease, such Leasehold Mortgagee may use and enjoy said Property without hindrance by Owner or any person claiming by, through or under Owner, provided that all of the conditions for a New Lease as set forth herein are complied with.

11.4 Leasehold Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as there exists a Leasehold Mortgage, this Agreement shall not be modified or amended with respect to the interest in this Agreement encumbered by such Leasehold Mortgage and Owner shall not accept a surrender of the Property or any part thereof or a cancellation, termination or release of this Agreement from Lessee prior to expiration of the term without the prior written consent of any Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by such Leasehold Mortgagee.

11.5 Estoppel Certificates, Etc. Owner shall execute such (a) estoppel certificates (certifying as to such matters as Lessee may reasonably request, including, without limitation, that no default then exists under this Agreement, if such be the case); (b) consents to assignment, (c) non-disturbance agreements (respecting other property as to which Owner or its affiliates may have lease, use or other rights), and (d) documents reasonably required by a title

insurance company, in each case as Lessee or any Assignee may reasonably request from time to time. Owner shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Lessee or any Assignee for the purpose of implementing the terms and conditions contained in this Agreement or of preserving a Leasehold Mortgagee's security interest, provided that any amendment is at no out-of-pocket cost to Owner and this Agreement shall not be modified or amended in a manner which would materially and adversely affect Owner. Notwithstanding any provision of this Agreement, the Parties agree that this Agreement shall not be modified or amended prior to expiration of the Term in a manner which would materially and adversely affect any Assignee without such Assignee's prior written consent. The previous sentence is for the express benefit of, and shall be enforceable by, each Assignee.

12. Default and Termination.

12.1 Lessee's Right to Terminate [Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

12.2 Owner's Right to Terminate [Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

12.3 Effect of Termination [Redacted]
[Redacted]
[Redacted]
[Redacted]
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12.4 Security for Removal

[REDACTED]

13. Miscellaneous.

13.1 Force Majeure. If performance of this Agreement or of any obligation hereunder is prevented, or materially hindered by reason of an event of Force Majeure (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention or material hindrance. The affected Party shall use reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, flood, drought, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; strikes or labor disputes; war, civil strife, sabotage, vandalism, or other violence; any law, order, proclamation, regulation, ordinance, action, demand, approval, delay, moratorium, permit or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of the Party claiming Force Majeure.

13.2 Confidentiality. Owner shall maintain in the strictest confidence, for the sole benefit of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee or discovered by Owner, unless such information either (a) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents, or (b) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity, or (c) is required to be disclosed by a court or governmental agency; *provided however*, that Owner may disclose the financial terms of this Agreement to Owner's family members; consultants, accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; prospective buyers of the Property; or lenders that may have a mortgage on the Property. Lessee shall maintain in confidence, and shall not publish or otherwise disclose, information pertaining to the financial terms of this Agreement, including any minimum acreage guaranty, except as necessary in connection with Lessee's development, construction, operations or financing activities or in connection with any assignment. The provisions of this Section 13.2 shall survive the termination or expiration of this Agreement.

13.3 Successors and Assigns. This Agreement and any right, title or interest hereunder shall inure to the benefit of and be binding upon Owner and Lessee and, to the extent provided in any assignment or other transfer under Section 9, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Lessee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in this Agreement as to all or a portion of the Property and actually are exercising rights under this Agreement to the extent consistent with such interest. The Parties agree and intend that the provisions of this Agreement shall be covenants running with the land and that they touch and concern the land because they determine how the Parties will use the Property and its resources, including payment for those resources and use of the Property. The Parties further agree and intend that any conveyance, assignment, sale or other transfer of all or a portion of either Party's rights or interests covered by and permitted under this Agreement shall include and be subject thereto because the provisions of this Agreement are covenants that run with the land. As covenants running with the land, the Parties intend that should either no longer share privity of estate with the other, its rights and obligations in this Agreement pass to the person or entity that shares privity of estate and assumes the role of Owner or Lessee. As a result, any Party who ceases to have privity of estate under this Agreement shall bear no liability or any obligation for the terms hereunder after the date on which privity ends. The privity of contract between the current Parties shall not change this result because the Parties do not intend the use of identifiers like Owner or Lessee to bind those specific Parties upon any transfer, conveyance, assignment, sale or other transfer covered by and permitted under this Agreement.

13.4 Notices. All notices, requests and other communications required or permitted by this Agreement shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, certified, and addressed as follows:

If to Owner:

If to Lessee:

Johnson Farm, LLC
Dennis Ray and Allison T. Willoughby
240 N 1st Street
Irvington, KY 40146

OSER LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attn: General Counsel

Telephone: [REDACTED]

Email: [REDACTED]

If to any Assignee:

At the address indicated in the notice to Owner provided under Section 9.1.

Payments to Owner shall be mailed to Owner's address above and made out to Owner, unless Owner directs Lessee otherwise in writing. For the purpose of notices to be given by Owner, Owner designates the person to whom notices are given hereunder as its primary contact, and Lessee shall be entitled to rely on any notices given by such individual in writing as if given in writing by all of the persons or entities constituting Owner. Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph. Any notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such notice is only mailed by certified mail, in which case it shall be deemed to be received five business days after the date it is mailed.

13.5 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Owner and Lessee respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

13.6 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state or federal courts located in Louisville, Kentucky. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the Court. In no event shall either Party be liable under this Agreement for consequential, punitive, special, incidental or indirect damages.**

13.7 Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the Term of this Agreement, the Construction Easement, the Transmission Easement

or the Access Easement be longer than, respectively, the longest period permitted by applicable law.

13.8 No Partnership. Neither the provisions of this Agreement, nor the provisions of any other agreements referenced herein, nor any acts of the Parties, nor any other circumstances shall be deemed to create a partnership or joint venture between the Parties with respect to the Property or the Solar Facilities for any purposes whatsoever. Each Party shall, in connection with this Agreement, the Property, or the Solar Facilities, take reasonable steps in dealing with third parties to negate any inference that such partnership or joint venture exists.

13.9 Memorandum. Neither Owner nor Lessee shall record this Agreement in its entirety. The Parties agree that a Memorandum of Lease shall be recorded in the real property records of the County where the Property is located (“Real Property Records”) at Lessee’s expense, in a form reasonably acceptable to both Parties, which form shall not contain any of the financial provisions hereof. In the event of any inaccuracy in Exhibit A, Lessee may modify the Exhibit to correct any non-substantive errors and shall notify Owner of such modification. For the avoidance of doubt, any substantive modification or correction to Exhibit A shall require the mutual agreement of the Parties.

13.10 Tax and Renewable Energy Credits. If under applicable law, the holder of a lease becomes ineligible for any tax credit, renewable energy credit, environmental credit or any other benefit or incentive for renewable or low carbon energy established by any local, state or federal government, then, at Lessee’s option, Owner and Lessee shall exercise good faith and negotiate an amendment to this Agreement or replace it with a different instrument so as to convert Lessee’s interest in the Property to a substantially similar interest that makes Lessee eligible for such credit, benefit or incentive, provided that such amendment does not change the terms of this Agreement in a way that is materially adverse to Owner.

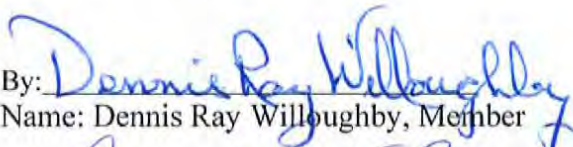
13.11 Further Assurances. From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments, documents and actions specifically provided for herein, as such other Party may reasonably request in order to effectuate the provisions of this Agreement, consummate the transactions contemplated herein, or confirm or perfect any right, restriction or interest to be created or transferred hereunder or pursuant to these transactions.

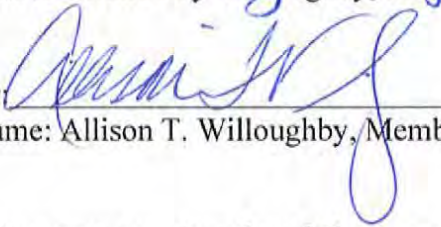
13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Lessee, individually or through duly authorized representatives, hereby execute this Agreement and certify that they have read, understand and agree to the terms and conditions of this Agreement.

“Owner”

Johnson Farm, LLC, a Kentucky limited liability company

By: 
Name: Dennis Ray Willoughby, Member

By: 
Name: Allison T. Willoughby, Member

[Signatures continued on following page.]

“Lessee”

**OSER LLC,
a Delaware limited liability company**

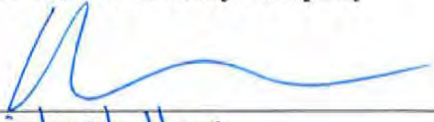
By: 
Name: Michael Haas
Title: President

EXHIBIT A

Legal Description of the Property

ALL THAT CERTAIN real estate lying and being situated in Breckinridge County, Kentucky, being more particularly bounded and described as follows:

Real Property Tax Parcel No. 122-26 (17.13 acres)

BEGINNING at the southwest corner of tract conveyed by B. W. Carter and wife to J. G. Harris, which tract is described in Deed Book 53, Page 319, in the Office of the Clerk of Breckinridge County, Kentucky, and be reference made a part thereof; thence South 9 degrees West 94 poles; thence South 76 degrees West 6 poles; thence South 20 degrees East 56 ¼ poles; thence South 7 degrees East 6 ½ poles; thence North 82 ¾ degrees East 16 poles; thence North 4 degrees West 120 poles; thence North 12 1/4 degrees West 32 ½ poles to the beginning.

Real Property Tax Parcel No. 122-25 (111.69 acres)

A certain tract or parcel of land lying and being in Breckinridge County, Kentucky about 2 miles West of Irvington, and bounded and described as follows, to-wit:

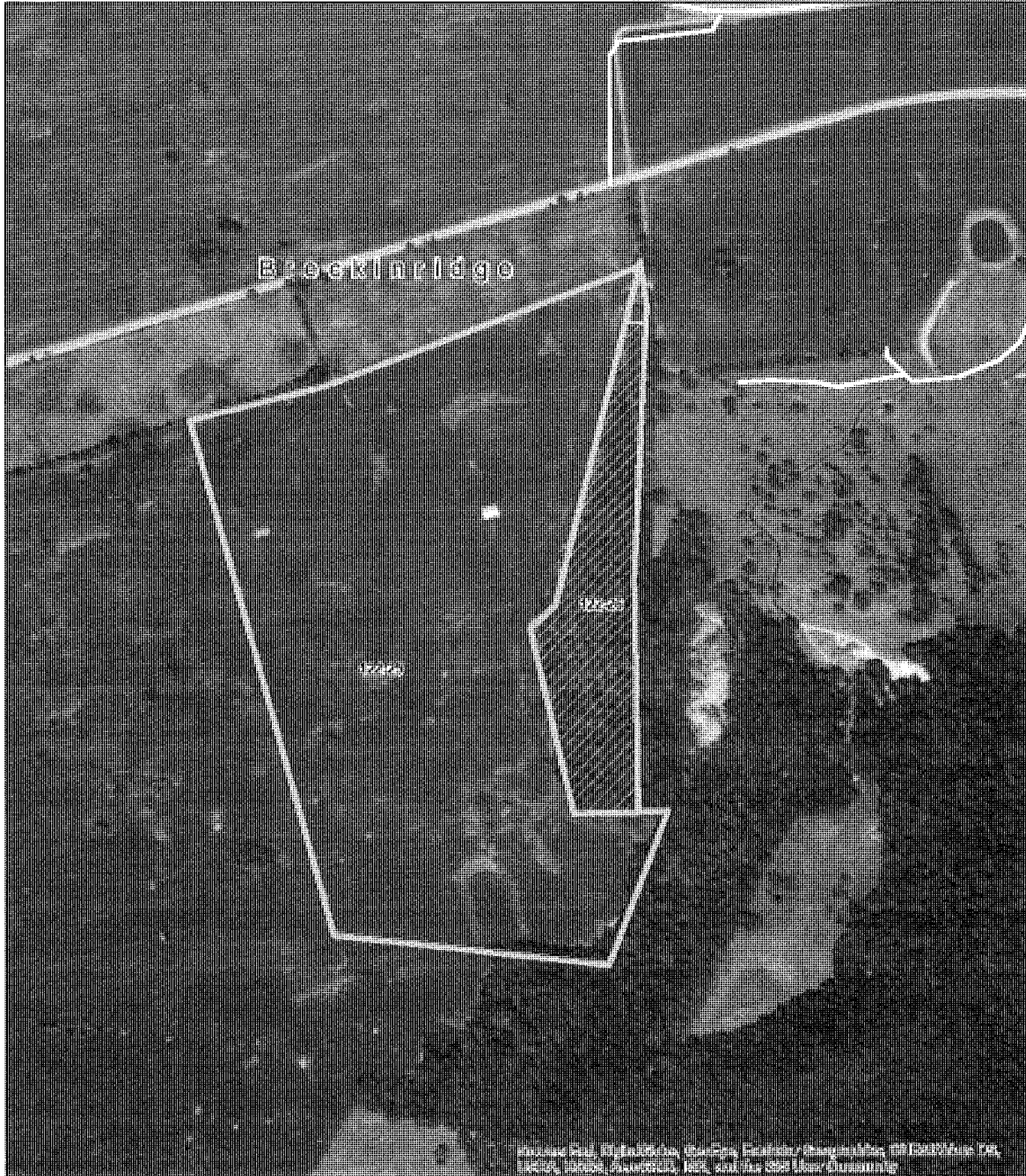
Beginning at an iron stake (set) on the west side of the old Kentucky Stone Quarry Road, said point being about 500 feet southerly along said road from the L&N Railroad and about 0.3 miles southerly from the intersection of said road with Kentucky Highway #477; thence with agreed lines of J. D. Tobin, Jr. South 07 degrees 58 minutes West, 1550.7 feet to an iron spike; thence South 75 degrees 50 minutes West, 99.0 feet to an iron spike; thence South 16 degrees 35 minutes East, 982.6 feet to an iron stake; thence North 86 degrees 44 minutes East, 330.6 feet; thence North 84 degrees 44 minutes East 313.0 feet to a steel post (found); thence South 02 degrees 05 minutes East, 142.0 feet to an iron pipe (found); thence North 60 degrees 40 minutes East, 366.9 feet to a 24-inch White Oak; thence South 21 degrees 21 minutes West 1284.7 feet to an iron stake (set) at a stone, a corner to Tobin and O. L. Norton; thence with line of Norton South 64 degrees 58 minutes West, 239.7 feet to a steel rod (found) at a Post Oak, a corner to Norton and Wayne Basham; thence with lines of Basham North 15 degrees 18 ½ minutes West, 543.3 feet to a steel rod (found); thence North 89 degrees 44 minutes West, 1218.6 feet to a stone (found), a corner to Basham and B. J. Stansbury; thence with line of Stansbury North 20 degrees 58 minutes West, 2491.8 feet to a stone (found), a corner to Stansbury and Martha Pollock; thence line of Pollock and J. D. Tobin, Jr. North 66 degrees 48 ½ minutes East, 2178.0 feet to the point of beginning, containing 111.69 acres, more or less, with bearings referred to the original deed bearing along the northerly property line (+0 degrees 18 ½ minutes), according to field survey by D.R. Clemons, KY Reg L.S. #1894, on January 2, 1988.

BEING the same property conveyed to Allison T. Willoughby by Deed dated February 18, 2016, and recorded in Deed Book 392 page 569, in the Office of the County Clerk of Breckinridge County, Kentucky.

(In the event of any inaccuracies or insufficiencies in the above legal description, Lessee may modify this Exhibit A to correct such inaccuracies or insufficiencies



EXHIBIT A-1

Map of Property and Excluded Area



1 inch = 683 feet
0 300 600 Feet

**Exhibit A-1 Willoughby;
KY-MEA1-411**

-  Property (Approx. 128.82 Ac)
-  Excluded Area (Approx. 15.74 Ac)

Breckinridge Co., KY
Confidential
6/5/2020



LEASE AGREEMENT
(#KY-MEA1-225)

This Lease Agreement (this "Agreement") is made, dated and effective as of May 6, 2020 (the "Effective Date"), between **Joseph H. Millay, Jr., as Trustee of the Joseph H. Millay, Jr., Trust Under Trust Agreement Dated February 13, 2017** ("Owner"), and **OSER LLC, a Delaware limited liability company** (together with its transferees, successors and assigns, "Lessee"), and in connection herewith, Owner and Lessee agree, covenant and contract as set forth in this Agreement. Owner and Lessee are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

Owner and Lessee entered into a solar lease agreement in the form of a letter agreement (the "Letter Agreement") dated July 7, 2017 (the "Letter Agreement Effective Date"). Owner and Lessee now wish to amend and restate the Letter Agreement on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Lease. Owner hereby leases to Lessee the real property of Owner consisting of approximately 33.26 acres (which includes 8.33 acres identified as an Excluded Area [defined in Section 4.5 below]) located in Meade County, Kentucky, and legally described on Exhibit A attached hereto and incorporated herein by reference. Such lease ("Lease") includes the right to access and utilize all radiant energy emitted from the sun upon, over and across the real property ("Solar Energy"), and any easements, rights-of-way, and other rights and benefits relating or appurtenant to such real property (collectively, the "Property"). In the event of inaccuracies or insufficiencies in the legal description in Exhibit A Lessee may modify the Exhibit to correct the inaccuracies or insufficiencies, and shall notify Owner of such modification.

2. Purpose. Lessee shall have the exclusive right to use the Property and the unobstructed flow of Solar Energy upon, over and across the Property for electric power, heat and/or steam generation purposes ("Solar Energy Purposes") and to derive all profits therefrom. For purposes of this Agreement, Solar Energy Purposes include, without limitation, the right to convert the Solar Energy into electrical energy and to collect and transmit the electrical energy so converted, together with any and all activities related thereto, including, without limitation, (a) determining the feasibility of Solar Energy conversion and power generation on the Property, including studies of the Solar Energy emitted upon, over and across the Property (through the installation of Solar Energy measurement equipment or otherwise) and other meteorological, archeological and environmental studies, land surveys and due diligence activities; (b) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining, refurbishing and operating, Solar Energy collection and electrical generating equipment of all types including, without limitation, any such equipment utilizing photovoltaic and/or solar thermal technology (collectively referred to herein as "Solar Generating Equipment"), overhead and underground electrical transmission and communications lines, electric inverters, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with Solar Generating Equipment, roads and gates, meteorological stations and Solar Energy measurement equipment, control buildings, maintenance yards, and related facilities and equipment (the Solar Generating Equipment together with all of

the other foregoing facilities, equipment and improvements, collectively "Solar Facilities") on the Property; and (c) undertaking any other activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. Solar Facilities on the Property may be operated in conjunction with Solar Facilities installed on other nearby properties that are part of the same solar energy project (collectively, the "Project"). Lessee and its consultants may enter the Property, upon reasonable advance notice, to do work related to development of Solar Facilities. Subject to Owner's rights to use the Property in any manner consistent with Section 8.2, Lessee shall have the right to control and restrict access onto and over the Property and exclude others (other than any parties with preexisting easement rights) as it deems necessary or appropriate for safety and security reasons.

3. Term.

3.1 Term. The initial term of this Agreement ("Initial Term") commenced upon the Letter Agreement Effective Date and will continue until the later of (a) the 30th anniversary of the first day of the month following the month in which Solar Facilities in a Project commence operation by delivering commercial quantities of electricity to the electric utility grid (the "Commercial Operation Date"), or (b) 37 years after the Letter Agreement Effective Date. Lessee may elect to extend the Initial Term for one additional 10-year term commencing on the last day of the Initial Term, upon at least 90 days' notice to Owner. The Initial Term plus either or both of such additional 10-year terms are called the "Term." If the Start of Construction (as defined in Section 3.2) has not occurred prior to the seventh anniversary of the Letter Agreement Effective Date, Owner may terminate this Agreement by notice to Lessee within 60 days of such anniversary.

3.2 Project Sites. Within thirty (30) days after the date that any of the racking that will support Solar Generating Equipment is installed ("Start of Construction") in the Project, Lessee shall designate the portion of the Property on which Solar Facilities are being constructed as part of such Project (a "Project Site"). Lessee shall designate a new Project Site each time it constructs new Solar Facilities on the Property.

3.3 Delay in Use. Except as specifically provided in this Agreement, no delay of Lessee in the use or enjoyment of any leasehold, easement or other right in this Agreement will result in the loss or abandonment of any right, title interest or estate granted herein.

4. Payments.

4.1 Rent. [REDACTED]

(a) Initial Rent. [REDACTED]

[Redacted]

(b) Operational Rent

[Redacted]

[Redacted]

4.2 Inflation Adjustment.

[Redacted]

4.3 Overhead Power Lines, Underground Collection Lines, Roads.

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.4 Substation, Switchyard, etc.

[REDACTED]

4.5 Excluded Area. Owner has requested that no Solar Facilities be installed in certain areas of the Property, and such areas are shown on the map attached as Exhibit A-1 as the No Facilities Area (the "Excluded Area"). The acreage referenced throughout this Section 4 will not include the acreage of the Excluded Area.

4.6 Conservation Reserve Program.

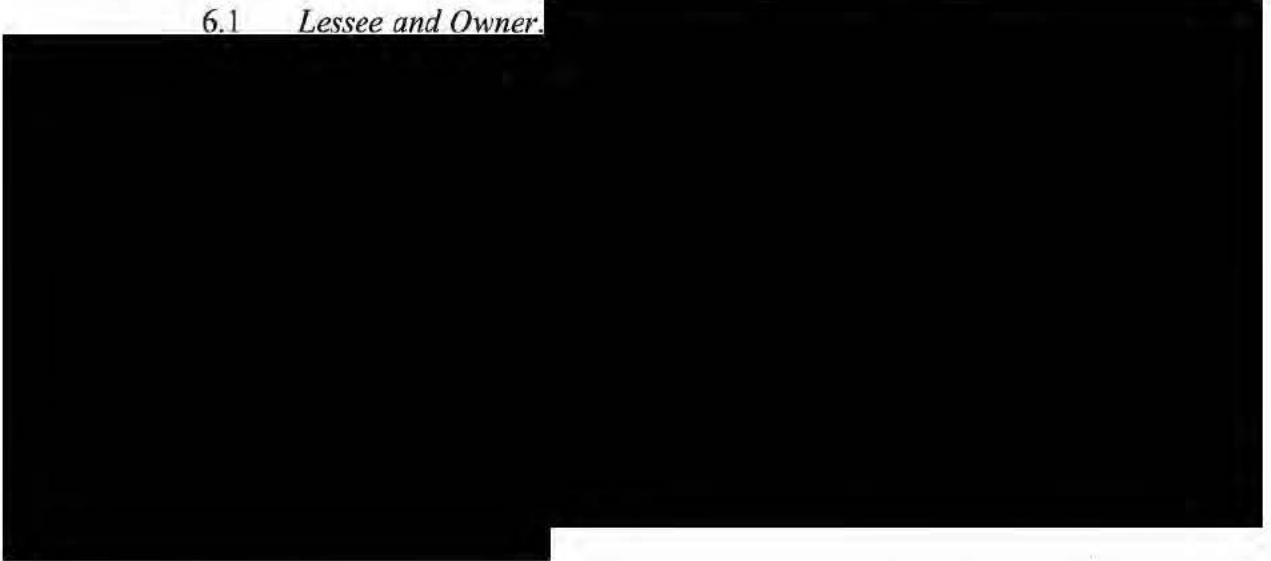
[REDACTED]

5. Ownership of Solar Facilities. Owner shall have no ownership or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Lessee may remove any or all Solar Facilities at any time. Except for payments of Rent described in Section 4,

Owner shall not be entitled to any other payments or benefits accrued by or from the Solar Facilities, including renewable energy credits, environmental credits or investment or other tax credits.

6. Taxes.

6.1 *Lessee and Owner.*



6.2 Tax Bills. Lessee shall have the right, but not the obligation, to seek to have its leasehold estate separately assessed to Lessee for real estate ad valorem tax purposes as well as personal property tax purposes, and Owner and Lessee agree jointly to use commercially reasonable efforts to cause the County tax assessor to issue separate property tax bills to Owner and Lessee. It is a condition to Owner's right to payment or reimbursement hereunder that Owner submit Owner's real property tax bill to Lessee no later than 15 days prior to the due date for such taxes. If Owner fails to pay for its share of real property taxes, Lessee shall have the right to pay such amounts on Owner's behalf and to offset any amounts so paid by Lessee against all or any of the Rent payments next payable by Lessee under this Agreement.

6.3 Contest. Lessee may contest the assessed value of the Solar Facilities and the legal validity and amount of any such taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers reasonable or necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. Owner shall submit to Lessee a copy of all notices and other correspondence Owner receives from any taxing authorities regarding the assessed value of the Property and/or the Solar Facilities within 30 days after Owner receives same, but in no event later than 30 days prior to the date an objection to such assessment or taxes must be filed. Owner agrees to provide to Lessee all reasonable assistance in contesting the validity or amount of any such taxes, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, but at no out-of-pocket cost to Owner. In the event the taxing authorities provide a separate assessment and tax statement for the portion of the real property taxes levied against or allocated to the Solar Facilities, Lessee agrees to pay such real property taxes directly to the taxing authorities.

6.4 Indemnity – Real Property Taxes. OWNER AND LESSEE EACH AGREES TO INDEMNIFY AND HOLD EACH OTHER HARMLESS FROM ANY LIABILITY, COST OR EXPENSES, PAID BY IT OR FOR WHICH IT IS LIABLE, IF SUCH PARTY SHOULD FAIL TO PAY ITS PORTION OF REAL PROPERTY TAXES IN ACCORDANCE WITH THIS AGREEMENT.

7. Lessee’s Representations, Warranties, and Covenants. Lessee hereby represents, warrants, and covenants to Owner that:

7.1 Siting. Lessee shall provide Owner with a survey of each Project Site, including the exact acreage thereof, within 90 days of the Commercial Operation Date of the Project. Owner hereby grants Lessee the right to record a notice of final description (“Notice of Final Description”) to reflect the boundaries of each Project Site, or at Lessee’s election to record or re-record one or more Memorandums of Lease in the county’s Real Property Records (as described in Section 13.9 below) and attach the legal description of each Project Site to the appropriate Memorandum of Lease. Lessee shall make all siting decisions as to Solar Facilities in its sole discretion. If Lessee builds Solar Facilities on part of the Property, then Lessee will make commercially reasonable efforts not to interfere with Owner’s agricultural activities on the rest of the Property, as set forth in Section 7.6.

7.2 Insurance. Lessee shall, at its expense, maintain liability insurance insuring Lessee and Owner against loss caused by Lessee’s use of the Property under this Agreement, or else Lessee shall self-insure and assume the risk of loss for general liability exposures that would have been covered by the policy, to the extent Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). The amount of such insurance shall be not less than \$1 million of combined single limit liability coverage before the Start of Construction and not less than \$5 million of combined single limit liability coverage after the Start of Construction. Under such policy, Owner will be named as an additional insured with respect to operations or activities of Lessee but only to the extent Owner is held liable for damage and injuries caused by such operation or activities for which Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). No coverage is provided for liability arising out of Owner’s own negligence or misconduct. Certificates of such insurance, or evidence of self-insurance reasonably acceptable to Owner, shall be provided to Owner upon request.

7.3 Mutual Indemnities.

(a) Lessee's Indemnity. Lessee will indemnify, defend and hold harmless Owner and Owner's shareholders, directors, successors, assigns, personal representatives, trustees, mortgagees, employees and agents (collectively, "Owner's Indemnified Parties") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by the operations or activities of Lessee or its employees, contractors or agents. The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and the like that may result from Owner's loss of use of the Project Site or any other portion of the Property occupied by Solar Facilities. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Owner or any of Owner's Indemnified Parties or any party other than Lessee or its employees, contractors or agents.

(b) Owner's Indemnity. Owner will indemnify, defend and hold harmless Lessee and Lessee's members, shareholders, directors, successors, assigns, affiliates, personal representatives, trustees, mortgagees, employees and agents (collectively, "Lessee's Indemnified Parties") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by (i) any negligent act or failure to act by Owner, guest or invitee, or (ii) any breach of this Agreement by Owner. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Lessee or any of Lessee's Indemnified Parties or any party other than Owner or its employees, contractors or agents.

7.4 Requirements of Governmental Agencies. Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the construction and operation of the Solar Facilities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Property, Project Site or Solar Facilities of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall cooperate in every reasonable way in such contest, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, at no out-of-pocket expense to Owner. Any such contest or proceeding shall be controlled and directed by Lessee, but Lessee shall indemnify Owner from Lessee's failure to observe or comply with the contested law, ordinance, statute, order, regulation or property assessment.

7.5 Construction Liens. Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property in connection with Lessee's use of the Property. Lessee may contest any such lien and the legal validity and amount of any such lien; *provided, however*, that if Lessee elects to contest any such lien, Lessee shall, within 60 days after it receives notice of the filing of

such lien, either bond around such lien or establish appropriate reserves therefor, or otherwise remove such lien from the Property pursuant to applicable law.

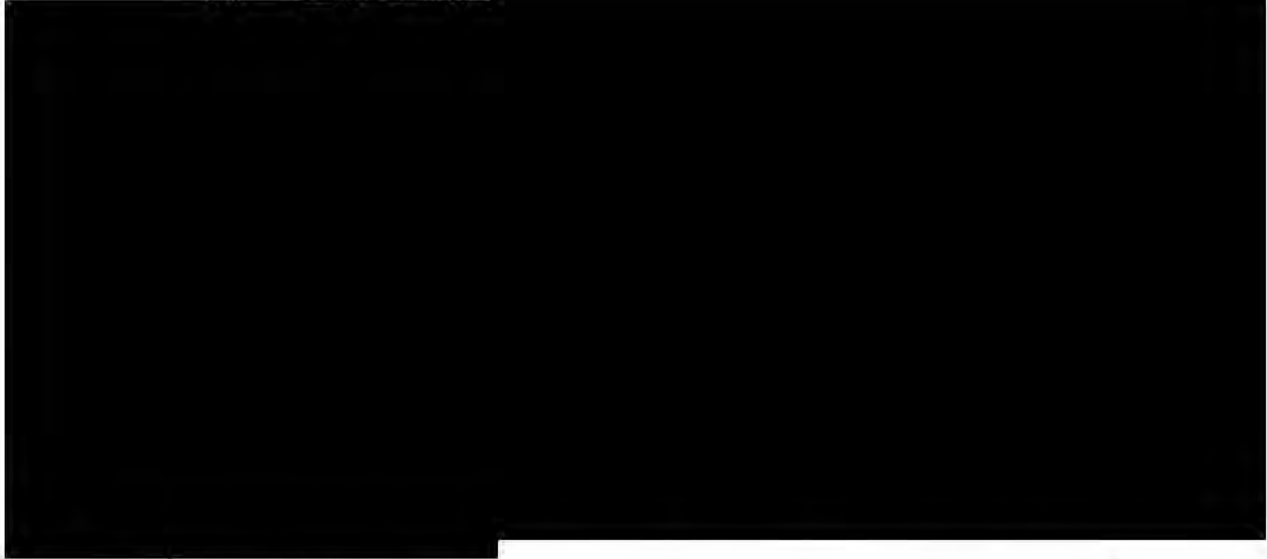
7.6 Lessee Non-Interference with Agricultural Activities. In the construction and operation of its Solar Facilities, Lessee will make commercially reasonable efforts not to interfere with Owner's agricultural activities on the rest of the Property. To facilitate communication, Lessee and Owner will each designate a single point of contact with the other Party.

(a) Construction and Siting. Lessee will consult with Owner (or, at Owner's request, with Owner's then-current tenant) prior to the Start of Construction to describe Lessee's plan and schedule for construction on the Property. As part of the consultation, Lessee will present a preliminary site map showing the Project Site and any new roads, overhead transmission lines, electric substation or switchyard, or operations and maintenance building proposed to be located on the Property outside of the Project Site pursuant to Section 8.6 or Section 10.1 (the "Related Facilities"), and solicit Owner's advice and input, before finalizing the site design. Lessee will also discuss with Owner the measures Lessee will take during construction to minimize conflicts between Lessee's construction activities and Owner's ongoing agricultural operations.

(b) Soil Restoration; Compaction; Weed Control. Outside of the Project Site, Lessee shall use commercially reasonable efforts to minimize any damage to and disturbance of growing crops and crop land caused by its construction activities and will work with Owner to minimize areas of potential soil compaction. Lessee shall not remove topsoil from the Property, and shall replace removed topsoil to the location from which it was removed to the extent practicable, or such other location on the Property as may be reasonably requested by Owner. Upon completion of construction on the Property, Lessee will restore the soil surface on any portion of the Property disturbed by Lessee that is outside of the Project Site or the boundaries of any Related Facilities. In addition, if such disturbed area was in pasture prior to construction, Lessee will re-plant native or similar grass seed on such portion of the Property. If Lessee causes compaction of any previously cultivated part of the Property located outside of the Project Site or the boundaries of any Related Facilities, Lessee will "rip" such portion of the Property in at least three passes to a depth of at least 18 inches. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to control weeds within the Project Site, the portions of the Property where Related Facilities have been installed, and in areas disturbed by Lessee's construction on the Property. Owner may spray to control weeds up to the edge of the Project Site. Lessee acknowledges Owner's desire to pasture sheep within a Project Site and following the Commercial Operation Date Lessee agrees to consider such a proposal, with such proposal to be accepted or rejected in Lessee's sole discretion.

(c) Underground Lines and Drainage Tiles. During construction on the Property, Lessee will promptly repair any damage to underground drainage tiles or waterways caused by the construction activities of Lessee, and such repairs will be done by a qualified professional. Lessee shall have a continuing obligation to effect repairs to drainage tiles for any damage provided that such damage is related to the construction activities of Lessee. Once Owner has provided Lessee with written acceptance of the drainage repairs, Lessee shall be relieved of any obligation to effect further repairs unless Lessee causes new damage to drainage tiles or waterways.

(d) Crop Damage.



(e) Gates and Fences. If Owner's Property is fenced, all of Lessee's newly constructed access roads located on the Property shall be gated by Lessee at Lessee's expense, and Owner shall be furnished with keys or other ability to open and close such exterior gates. Lessee shall maintain such gates as part of the Solar Facilities. When installing a gate within Owner's existing fence, Lessee will make such fence cuts, braces, and repairs that will be permanent and remain functional for the remaining life of the fence of which they are part; alternatively, Owner may require Lessee to install a cattle guard in lieu of any internal gate. When accessing the Property, Lessee will close gates used by its personnel except when open to permit the passage of vehicular traffic, so that Owner's or Owner's tenant's livestock do not stray or escape through such gates. Additionally, Owner authorizes Lessee, at Lessee's sole expense, to take reasonable safety and security measures to reduce the risk of damage to Solar Facilities or the risk that Solar Facilities will cause damage, injury or death to people, livestock, other animals and property, including fencing around the Project Site and the perimeter of any electric substation or switchyard, operations or maintenance building, or (during periods of construction) laydown area located outside of the Project Site, as Lessee may deem necessary or appropriate to secure or enclose the same.

(f) Roads. To minimize erosion caused by Lessee's construction of roads on the Property and facilitate natural drainage, Lessee will seek Owner's advice on the design and location of such roads. Lessee will incorporate Owner's advice into the final road design to the extent such advice does not substantially increase construction costs over a design based on good engineering practice, as determined by Lessee in its reasonable judgment. During construction, Lessee will keep Owner's existing site roads used by Lessee in good repair. After the Commercial Operation Date, Lessee will maintain roads used by Lessee on the Property outside of the Project Site to the extent necessary for Lessee's continued use, as reasonably determined by Lessee, and will use commercially reasonable efforts to minimize erosion caused by Lessee's road use. The crown of new roads located in any previously cultivated portion of the Property will be kept to a minimum. Lessee will ensure there is an adequate crossing point for agricultural vehicles over any new roads. New roads used during construction but not required for operations will be reclaimed.

If the installation of Solar Facilities re-routes the natural drainage, causing drainage problems on the Property, Lessee will use commercially reasonable efforts to correct such problems.

(g) Resources. Lessee may use caliche, gravel and water from the Property, so long as Lessee pays Owner the then current market price, excluding cost of transportation.

(h) Animals. Lessee's employees shall not bring animals onto the Property at any time.

(i) Keeping the Property Clean. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to keep the Property neat and clean (free from debris and waste), and shall remove all refuse, litter and debris created by Lessee and its invitees, licensees, agents and contractors from the Property.

(j) Livestock. Lessee will use commercially reasonable efforts to minimize any interference with Owner's livestock operation.

(k) Timber Property. If Lessee builds Solar Facilities on the Property, Lessee may clear timber from the Property as needed for construction and operation of the Solar Facilities. Lessee will give Owner sixty (60) days' written notice before clearing timber from the Property, following which Lessee will clear the timber and set it aside on the Property. Owner will be responsible for the prompt removal of the cut timber within 45 days after the timber has been cut, and if timely removed, Owner shall retain its full value.

7.7 Hazardous Materials. Lessee shall not violate, and shall indemnify Owner against any liability and expense arising from violation by Lessee of, any federal, state, or local law, ordinance, or regulation promulgated thereunder ("Environmental Laws") relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials in, on or under the Property. This provision shall survive termination of this Agreement. For purposes of this Agreement, "Hazardous Materials" means any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property.

7.8 Noise, Glare and Shadow. Lessee shall have the right in connection with the construction, use and operation of Solar Facilities to emit or cause the emission of noise, to impact Owner's views of and from the Property, and to allow or permit the Solar Facilities to cast shadows and to create, cause and emit glare or shadow onto the Property and adjacent properties, and similar field effects. OWNER, FOR ITSELF AND ON BEHALF OF ITS SUCCESSORS AND ASSIGNS, HEREBY ACCEPTS SUCH EFFECTS, WAIVES ANY RIGHT TO OBJECT TO SUCH EFFECTS AND RELEASES LESSEE FROM ANY CLAIMS, DAMAGES, LIABILITIES OR LOSSES OWNER MAY INCUR THEREFROM.

8. Owner's Representations, Warranties, and Covenants. Owner hereby represents, warrants, and covenants as follows:

8.1 Owner's Authority. Owner is the sole owner of the Property and holds fee simple title to the surface estate of the Property. Owner has the unrestricted right and authority and has taken all necessary action to authorize Owner to execute this Agreement and to grant to Lessee

the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so and all persons having any ownership interest in the Property (including spouses) are signing this Agreement. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner and the Property in accordance with its terms. Without limiting the foregoing, if a title search shows that the holders of fee simple title to the Property are different from the persons who signed this Agreement as Owner, the persons who signed this Agreement as Owner shall immediately cause all of the holders of fee simple title to the Property to execute an amendment to this Agreement pursuant to which all of such holders of fee simple title to the Property agree to and ratify this Agreement, all at no cost to Lessee.

8.2 Restrictive Covenant - No Interference. Lessee shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance, or operation of Solar Facilities, whether located on the Property or elsewhere; access over the Property to such Solar Facilities; Lessee's rights granted hereunder to use the Property for any other Solar Energy Purposes; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, (a) the activities of Owner shall not disturb or interfere with the unobstructed flow of Solar Energy upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing permanent or temporary buildings, barns, silos or other structures or facilities (collectively, "Owner's Structures") closer than five (5) times the height of any such Owner's Structure from any Solar Generating Equipment of Lessee, whether located on the Property or elsewhere, and (b) Owner shall not engage in any other activity on the Property or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Solar Facilities. The area of land to remain unobstructed by Owner will consist horizontally of the entire Property, and vertically all space located above the surface of the Property. If Lessee builds Solar Facilities on only a portion of the Property, Owner may use the rest of the Property in any manner that complies with the foregoing. In addition, Owner represents that it is not aware of any pending or threatened lawsuits or government actions that might interfere with the construction or operation of Solar Facilities on the Property, or any delinquent taxes affecting the Property.

8.3 Water Rights. Owner shall retain its water rights and the ability to physically remove and contractually sell the water from existing wells on the site, provided that (a) Owner's exercise of its water rights shall not interfere with the construction, installation, maintenance, or operation of Solar Facilities, or access over the Property to such Solar Facilities, or Lessee's rights hereunder to use the Property for any other Solar Energy Purposes; and (b) Lessee shall be entitled to consume water from the Property for both onsite and offsite Solar Energy Purposes if it pays Owner then-current market rates (excluding cost of transportation) or purchases water directly from the local water authority.

8.4 Liens and Tenants. Except as disclosed by Owner in writing to Lessee on or prior to the Effective Date, Owner represents that there are no liens, encumbrances, leases, easements, mortgages, deeds of trust, security interests, mineral or gas and gas rights, options, sale contracts, claims, disputes or other exceptions to Owner's fee title ownership of the Property or to Owner's right, title or interest in the Property (collectively, "Liens"), which are not recorded in the public records of the County in which the Property is located. Lienholders (including tenants),

whether or not their Liens are recorded, shall be Owner's responsibility, and Owner shall fully cooperate and assist Lessee in obtaining a non-disturbance agreement from each party that holds a Lien that Lessee determines in its discretion might interfere with Lessee's rights under this Agreement. A non-disturbance agreement is an agreement between Lessee and a lienholder which provides that the lienholder shall not disturb Lessee's possession or rights under this Agreement or terminate this Agreement so long as Owner is not entitled to terminate this Agreement under the provisions hereof. If Owner is unable to obtain any such non-disturbance agreement from a lienholder that holds a mortgage, deed of trust, tax lien or other Lien that is senior to this Agreement (if any), Lessee shall be entitled (but not obligated) to make payments in fulfillment of Owner's obligations to the lienholder and may offset the amount of such payments from amounts due Owner under this Agreement. Owner represents that Owner is not aware of any delinquent taxes affecting the Property.

8.5 Requirements of Governmental Agencies. Owner shall assist and fully cooperate with Lessee, at no out-of-pocket expense to Owner, in complying with or obtaining any land use or siting permits and approvals, property tax abatements, building permits, environmental impact reviews, or any other approvals required for the financing, construction, installation, monitoring, replacement, relocation, maintenance, operation or removal of Solar Facilities (whether located on the Property or elsewhere), including execution of applications for such approvals if required. In connection with any applications for such approvals, Owner agrees at Lessee's request to support such application (at no out-of-pocket expense to Owner) at any administrative, judicial or legislative level, including participating in any appeals or regulatory proceedings. If Owner is contacted directly by any governmental agency about this Agreement, any Solar Facilities or the Property, Owner shall notify Lessee. To the extent permitted by law, Owner hereby waives any setbacks or other restrictions on the location of any Solar Facilities to be installed on the Property or on adjacent properties, including but not limited to waiver of all property line setbacks, pursuant to state or county rules, regulations or ordinances (that is, Owner approves a reduction of each such setback to zero), and Owner shall cooperate with Lessee in providing documentation of such setback waivers and shall execute any documents reasonably requested by Lessee to evidence Owner's waiver of such setbacks.

8.6 Access. Owner hereby grants to Lessee the right of ingress to and egress from Solar Facilities (whether located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time ("Access Easement"). The Access Easement shall include the right to improve existing roads and lanes, shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Access Easement shall expire upon termination or expiration of this Agreement.

8.7 Construction Easement. Owner grants Lessee an easement in, over and across the Property ("Construction Easement") which may be utilized on a temporary basis for access, construction laydown or other purposes to facilitate the construction, maintenance or repair of Solar Facilities (whether located on the Property or nearby properties) during any time that Lessee is conducting such work. Lessee shall have the right, at its sole expense, to (a) remove any existing trees, shrubs, vegetation, structures or improvements located on a Project Site or the site of Related Facilities that might interfere with construction or operation of Solar Facilities; and (b)

change the grade of any part of the Property used as a Project Site, to the extent necessary to construct Solar Facilities, as determined by Lessee. Lessee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying outside of the Project Site during construction. Lessee will comply with Section 7.6 with respect to damage caused by Lessee's use of the Construction Easement. The Construction Easement shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Construction Easement shall expire upon the termination or expiration of this Agreement.

8.8 Mineral Development. This Agreement is subject to any and all existing mineral reservations and mineral leases granted by Owner or its predecessors-in-interest, which cover some or all of the Property as of the Effective Date. In order to permit the simultaneous use of the Property for Solar Energy Purposes and mineral resource development, Owner and Lessee agree to work cooperatively together to ensure that Owner can benefit from the exploitation of the mineral resources on or under the Property and Lessee can undertake development of Solar Energy projects with reasonable certainty that the exploitation of the mineral resources will not interfere with or adversely affect the Solar Energy projects or unobstructed access to sunlight on the Property. Thus, prior to the issuance of any new mineral lease or to a sale or exchange of minerals under the Property during the Term, Owner will advise and consult with Lessee regarding each such proposed transaction and include in any new lease or sale or exchange documentation, as applicable, a requirement that the buyer, lessee or other party to the minerals transaction waive and release during the Term, any and all rights to enter upon, utilize or disturb the surface area of the Property for any reason whatsoever, including, without limitation, the exploration, drilling or mining of such oil, gas or other minerals; *provided, however*, that foregoing waiver and release shall not preclude the exploration, mining, development, extraction and production of oil, gas, sulphur or other minerals from or under the Property (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) by means of directional or horizontal drilling or utilized or pooled operations with the well and all surface equipment located off the Property, without, in either case, any well bore or mine shaft penetrating any depth beneath the Property above the subsurface depth of five hundred feet (500') feet nor shall such well bore or mine shaft impair the subjacent support of the Property or of any improvements now or hereafter situated on the Property. In addition, upon written request from Lessee, Owner shall (i) cooperate with Lessee in requesting a separate nondisturbance agreement from any existing mineral interest lessee or owner on terms reasonably acceptable to Lessee, and (ii) enforce any rights Owner may have against any such mineral interest lessee or owner in order to provide reasonable accommodation for Lessee to exercise its rights under this Agreement.

8.9 Hazardous Materials.

(a) Owner shall not violate, and shall indemnify Lessee against any such violation of, any Environmental Laws in, on or under the Property. Owner shall promptly notify Lessee of any such violation. This provision shall survive expiration or termination of this Agreement.

(b) To the best of Owner's knowledge, the Property, including, but not limited to, all improvements, facilities, structures and equipment thereon, and the soil and groundwater thereunder, is not in material violation of any Environmental Laws. No release or threatened

release of any Hazardous Material has occurred, or is occurring, at, on, under, from or to the Property, and no Hazardous Material is present in, on, under or about, or migrating to or from the Property that could give rise to a claim under Environmental Laws. Neither Owner nor, to the best of Owner's knowledge, any third party has used, generated, manufactured, produced, stored or disposed of on, under or about the Property, or transported to or from the Property any Hazardous Materials in violation of Environmental Laws or in such a manner as to require investigation or remediation of such Hazardous Materials. To Owner's knowledge, there are no storage or other tanks or containers, or wells or other improvements, below the surface of the Property, nor have any storage or other tanks or containers, or wells or other improvements ever previously been located below the surface of the Property. Owner shall be responsible for and/or shall indemnify Lessee for any liability arising out of a violation of any Environmental Laws in, on or under the Property that may exist (whether known or unknown) as of the Effective Date.

8.10 Non-exclusive Grant of Rights. Owner hereby grants Lessee a non-exclusive right, privilege, license and easement covering all of the following:

(a) Any and all easements, rights-of-way, rights of entry, hereditaments, privileges and appurtenances benefiting, belonging to or inuring to the benefit of Owner and pertaining to the Property.

(b) Any and all right, title and interest of Owner in and to any land in the bed of any street, road, avenue or alley (open, proposed or closed) in front of or adjoining the Property and any and all right, title and interest of Owner, in and to any rights-of-way, rights of ingress or egress, or other interests in, on, or to any land, highway, street, road, avenue or alley (open, proposed or closed) in, on, or across, in front of, abutting, or adjoining the Property.

(c) Any and all right, title and interest of Owner, in and to any strips or gores of land adjacent or contiguous to the Property, whether those lands are owned or claimed by deed, limitations, or otherwise.

8.11 Hunting. For safety reasons, hunting is prohibited on the Property after the Start of Construction.

9. Assignment.

9.1 Assignments by Lessee. Lessee and any Assignee (as hereinafter defined) shall have the right, without obtaining the consent of Owner, to do any of the following with respect to all or any portion of its right, title and/or interest in and to this Agreement, the Lease, the Property, any Project Site and/or any Solar Facilities: (a) grant subleases, separate easements, co-easements, subeasements, licenses or similar rights (however denominated) to one or more Assignees, (b) collaterally assign, mortgage, encumber, pledge or transfer all or any portion of its right, title or interest therein to one or more parties providing financing to Lessee, and/or (c) sell, lease, assign, transfer or otherwise convey all or any portion of its right, title or interest therein to one or more Assignees. Lessee or an Assignee that has assigned an interest hereunder will give notice of such assignment (including the address of the assignee thereof for notice purposes) to Owner, *provided* that failure to give such notice shall not constitute a default under this Agreement but rather shall only have the effect of not binding Owner with respect to such assignment until

such notice shall have been given. For purposes of this paragraph, an “Assignee” is any of the following: (i) any one or more parties involved in the development, financing or refinancing of any Solar Facilities, including, without limitation, any lender to or investor in, or purchaser or lessee of, Solar Facilities; (ii) any one or more parties involved in financing or refinancing the development of any Solar Facilities, or any purchaser or owner of Solar Facilities; (iii) a corporation, partnership or limited liability company now existing or hereafter organized (including Lessee) in which Lessee or any of its owners, or any affiliate or partner of either, owns (directly or indirectly) a controlling interest at the time of assignment; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation, partnership or limited liability company; or (v) a corporation, partnership, limited liability company, or other entity that acquires all or substantially all of Lessee’s business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means.

9.2 Assignee Obligations. No Assignee shall have any obligation or liability under this Agreement prior to the time that such Assignee takes actual physical possession of the Property. An Assignee shall be liable to perform obligations under this Agreement only for and during the period such Assignee is in possession of the Property. Any assignment permitted hereunder shall release the assignor from assigned liabilities of Lessee under this Agreement when the Assignee agrees in writing to perform the assigned obligations, if such Assignee either (a) is at least as creditworthy as the assignor at the time of the assignment, or (b) owns or holds, or will own or hold, a majority or controlling interest, directly or indirectly, in any Solar Facilities including Solar Generating Equipment located on the Property.

9.3 Right to Cure Defaults. To prevent termination of this Agreement or any partial interest therein, Lessee (or any Assignee) shall have the right, but not the obligation, at any time prior to the termination, to pay any or all amounts due hereunder, and to do any other act or thing required of any Assignee or Lessee hereunder or necessary to prevent the termination of this Agreement or any partial interest therein. A default of the holder of a partial interest in this Agreement will not be considered a default by the holder of any other partial interest in this Agreement, and the non-defaulting holder’s partial interest shall not be disturbed. If Lessee or an Assignee holds an interest in less than all of this Agreement, the Property or the Solar Facilities, any default under this Agreement shall be deemed remedied, as to Lessee’s or such Assignee’s partial interest, and Owner shall not disturb such partial interest, if Lessee or the Assignee, as the case may be, shall have cured its *pro rata* portion of the default by paying the fees attributable to the Solar Facilities or the Project Site in which Lessee or the Assignee, as the case may be, holds an interest.

9.4 Separability. Lessee may use the Property in connection with one or more Project Sites of associated Solar Facilities constructed, installed and/or operated on the Property and/or on other lands in the general vicinity of the Property by or on behalf of Lessee or an affiliate or Assignee(s) thereof as an integrated energy generating and delivery system. If Lessee elects to use the Property for two or more Project Sites, then Owner shall, within 20 days after request from Lessee, and without demanding any additional consideration, bifurcate this Agreement and the Lease by entering into and delivering to Lessee two or more independent new lease agreements (which shall supersede and replace this Agreement) that provide Lessee with separate leasehold estates in different portions of the Property, as designated by Lessee. Each such new lease agreement shall: (a) specify the portion(s) of the Property to be covered thereby, (b) contain the

same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Lessee or any other person or entity prior to the execution of such new agreements, and except for any modifications that may be required to ensure that each Party's combined obligations under such new agreements do not exceed such Party's obligations under this Agreement) and be in a form reasonably acceptable to Lessee; (c) be for a term equal to the remaining Term of this Agreement; (d) contain a grant of access, transmission, communications and other easements for the benefit of each of the bifurcated estates, covering such portion or portions of the Property outside of the benefited estate in each case as Lessee may designate; (e) require payment to Owner of only an acreage-proportionate part of each payment due under Section 4 (which under all such new agreements shall in the aggregate equal the amounts that are due under Section 4); (f) provide for payments thereafter due under Section 4 and elsewhere to be paid with respect to the Solar Facilities actually installed under such new lease for the portion of the Property subject to such lease; and (g) enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Property. Further, notwithstanding any other provision of this Agreement, (i) in the event of any uncured default under any such new lease agreement, such event of default shall not affect, or cause a termination of, any other such new lease agreement or any rights or interests granted under any other such new lease agreement and (ii) in the event of a termination of any such new lease agreement, the remaining new lease agreements and all rights granted therein, including all easements affecting any portions of the Property (regardless of whether such portions of the Property are part of or outside the benefited estate), shall remain in full force and effect without any further compensation due Owner.

9.5 Transfers by Owner. Owner shall have full right and authority to sell, convey, mortgage, or transfer to one or more transferees, all of Owner's right, title and interest in and to the Property, but any such sale or other transfer shall be subject to the Construction Easement, the Transmission Easement, the Access Easement and this Agreement.

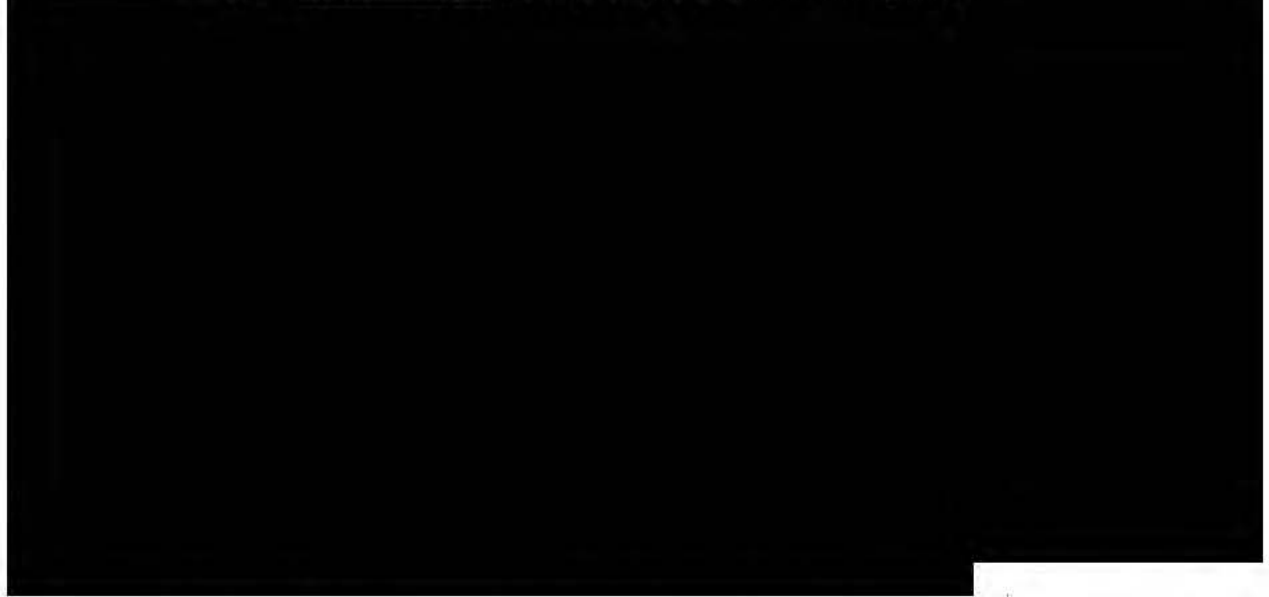
10. Transmission.

10.1 Grant of Transmission Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner, Owner hereby grants to Lessee an exclusive easement ("Transmission Easement") in, on, along, over, above, across and under the Property for the right to erect, construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time in connection with Solar Energy Purposes, whether carried out on the Property or elsewhere: (a) a line or lines of poles or towers, together with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said poles, towers, wires and cables on, along and in the Property, including beneath the bed of any road located on the Property; and (b) one or more electric inverters, substations or interconnection or switching facilities from which Lessee or others that generate energy may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, together with the appropriate rights-of-way, on, along and in the Property. Said

poles, towers, wires, cables, substations, facilities and rights-of-way are herein collectively called the "Transmission Facilities."

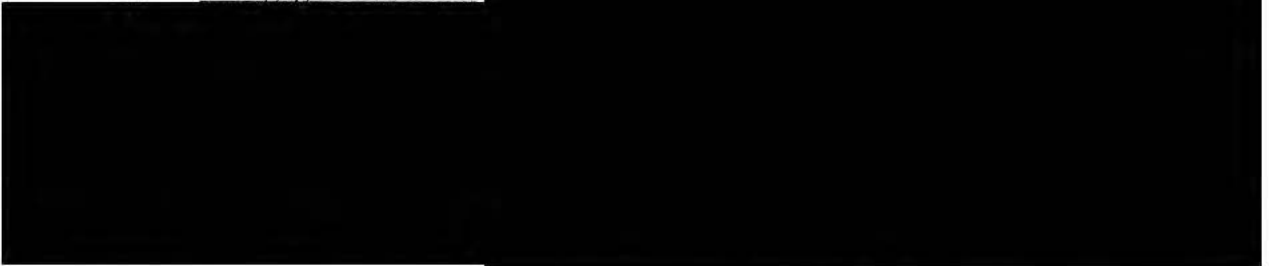
10.2 Access. The Transmission Easement also includes the right of ingress to and egress from the Transmission Facilities (whether located on the Property or elsewhere), over and along the Property by means of roads and lanes thereon if existing or otherwise by such route or routes as Lessee may construct from time to time.

10.3 Assignment in Connection with Transmission Lines.

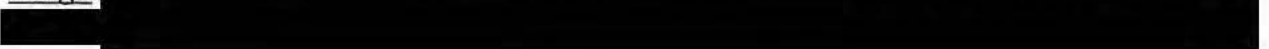


10.4 Term; Assignment. The term of the Transmission Easement shall expire upon expiration or termination of this Agreement, except that if Lessee grants a utility or other duly authorized entity any rights pursuant to Section 10.3, then the term of the Transmission Easement shall be perpetual. Lessee (and any Assignee) shall have the right, without need for Owner's consent, to assign or convey all or any portion of the Transmission Easement to an Assignee on an exclusive or nonexclusive basis. The Transmission Easement shall run with the Property and inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

11. Mortgagee Protection.



11.1 Leasehold Mortgagee's Right to Possession, Right to Acquire and Right to Assign.



[REDACTED]

11.2 *Notice of Default: Opportunity to Cure.*

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



11.3 New Lease or Easement to Mortgagee. If this Agreement or a partial interest herein terminates because of Lessee's default or if any leasehold and/or easement estate is foreclosed, or if this Agreement or a partial interest herein is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Owner shall, upon written request from any Leasehold Mortgagee within 90 days after such event, enter into a new agreement ("New Lease") for the Property or portion thereof, on the following terms and conditions:

(a) The terms of the New Lease shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the term of this Agreement, subject to the same terms and conditions set forth in this Agreement as are applicable to such interest, as if this Agreement had not been terminated.

(b) The New Lease shall be executed within 30 days after receipt by Owner of written notice of the Leasehold Mortgagee's election to enter into a New Lease, provided such Leasehold Mortgagee: (i) pays to Owner all rent and other monetary charges payable by Lessee under the terms of this Agreement up to the date of execution of the New Lease, as if this Agreement or applicable interest therein had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Lessee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Leasehold Mortgagee within 120 days of the termination, foreclosure, rejection, or disaffirmance; and (iii) agrees in writing to perform, or cause to be performed within a reasonable period of time, all non-monetary obligations which have not been performed by Lessee and which should have been performed under this Agreement or the partial interest therein up to the date of commencement of the New Lease, except those obligations which constitute non-monetary defaults not susceptible

to cure. Any New Lease granted to the Leasehold Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrances or other interest created by Owner.

(c) At the option of the Leasehold Mortgagee, the New Lease may be executed by a third party designated by such Leasehold Mortgagee, without the Leasehold Mortgagee assuming the burdens and obligations of Lessee thereunder.

(d) The provisions of this Section 11.3 shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 11.3 were a separate and independent contract made by Owner, Lessee and such Leasehold Mortgagee, and, from the date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such New Lease, such Leasehold Mortgagee may use and enjoy said Property without hindrance by Owner or any person claiming by, through or under Owner, provided that all of the conditions for a New Lease as set forth herein are complied with.

11.4 Leasehold Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as there exists a Leasehold Mortgage, this Agreement shall not be modified or amended with respect to the interest in this Agreement encumbered by such Leasehold Mortgage and Owner shall not accept a surrender of the Property or any part thereof or a cancellation, termination or release of this Agreement from Lessee prior to expiration of the term without the prior written consent of any Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by such Leasehold Mortgagee.

11.5 Estoppel Certificates, Etc. Owner shall execute such (a) estoppel certificates (certifying as to such matters as Lessee may reasonably request, including, without limitation, that no default then exists under this Agreement, if such be the case); (b) consents to assignment, (c) non-disturbance agreements (respecting other property as to which Owner or its affiliates may have lease, use or other rights), and (d) documents reasonably required by a title insurance company, in each case as Lessee or any Assignee may reasonably request from time to time. Owner shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Lessee or any Assignee for the purpose of implementing the terms and conditions contained in this Agreement or of preserving a Leasehold Mortgagee's security interest, at no out-of-pocket cost to Owner. Notwithstanding any provision of this Agreement, the Parties agree that this Agreement shall not be modified or amended prior to expiration of the Term in a manner which would materially and adversely affect any Assignee without such Assignee's prior written consent. The previous sentence is for the express benefit of, and shall be enforceable by, each Assignee.

12. Default and Termination.

12.1 Lessee's Right to Terminate.

[REDACTED]

12.2 *Owner's Right to Terminate.*

[Redacted]

12.3 *Effect of Termination.*

[Redacted]

12.4 *Security for Removal.*

[Redacted]

13. Miscellaneous.

13.1 Force Majeure. If performance of this Agreement or of any obligation hereunder is prevented, or materially hindered by reason of an event of Force Majeure (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention or material hindrance. The affected Party shall use reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. “Force Majeure” means fire, earthquake, flood, drought, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; strikes or labor disputes; war, civil strife, sabotage, vandalism, or other violence; any law, order, proclamation, regulation, ordinance, action, demand, approval, delay, moratorium, permit or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of the Party claiming Force Majeure.

13.2 Confidentiality. Owner shall maintain in the strictest confidence, for the sole benefit of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee’s site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee or discovered by Owner, unless such information either (a) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents, or (b) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity, or (c) is required to be disclosed by a court or governmental agency; *provided however*, that Owner may disclose the financial terms of this Agreement to Owner’s family members; consultants, accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; prospective buyers of the Property; or lenders that may have a mortgage on the Property. Lessee shall maintain in confidence, and shall not publish or otherwise disclose, information pertaining to the financial terms of this Agreement except as necessary in connection with Lessee’s development, construction, operations or financing activities or in connection with any assignment. The provisions of this Section 13.2 shall survive the termination or expiration of this Agreement.

13.3 Successors and Assigns. This Agreement and any right, title or interest hereunder shall inure to the benefit of and be binding upon Owner and Lessee and, to the extent provided in any assignment or other transfer under Section 9, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Lessee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in this Agreement as to all or a portion of the Property and actually are exercising rights under this Agreement to the extent consistent with such interest. The Parties agree and intend that

the provisions of this Agreement shall be covenants running with the land and that they touch and concern the land because they determine how the Parties will use the Property and its resources, including payment for those resources and use of the Property. The Parties further agree and intend that any conveyance, assignment, sale or other transfer of all or a portion of either Party's rights or interests covered by and permitted under this Agreement shall include and be subject thereto because the provisions of this Agreement are covenants that run with the land. As covenants running with the land, the Parties intend that should either no longer share privity of estate with the other, its rights and obligations in this Agreement pass to the person or entity that shares privity of estate and assumes the role of Owner or Lessee. As a result, any Party who ceases to have privity of estate under this Agreement shall bear no liability or any obligation for the terms hereunder after the date on which privity ends. The privity of contract between the current Parties shall not change this result because the Parties do not intend the use of identifiers like Owner or Lessee to bind those specific Parties upon any transfer, conveyance, assignment, sale or other transfer covered by and permitted under this Agreement.

13.4 Notices. All notices, requests and other communications required or permitted by this Agreement shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, certified, and addressed as follows:

If to Owner:

Joseph H. Millay, Jr., Trustee
3530 Guston Rd
Guston, KY 40142

Telephone:

Email:

If to Lessee:

OSER LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attn: General Counsel

If to any Assignee:

At the address indicated in the notice to Owner provided under Section 9.1.

Payments to Owner shall be mailed to Owner's address above and made out to Owner, unless Owner directs Lessee otherwise in writing. For the purpose of notices to be given by Owner, Owner designates the person to whom notices are given hereunder as its primary contact, and Lessee shall be entitled to rely on any notices given by such individual in writing as if given in writing by all of the persons or entities constituting Owner. Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph. Any notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such notice is only mailed by certified mail, in which case it shall be deemed to be received five business days after the date it is mailed.

13.5 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Owner and Lessee respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein

not expressly set forth in this Agreement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

13.6 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state or federal courts located in Louisville, Kentucky. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the Court. In no event shall either Party be liable under this Agreement for consequential, punitive, special, incidental or indirect damages.**

13.7 Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the Term of this Agreement, the Construction Easement, the Transmission Easement or the Access Easement be longer than, respectively, the longest period permitted by applicable law.

13.8 No Partnership. Neither the provisions of this Agreement, nor the provisions of any other agreements referenced herein, nor any acts of the Parties, nor any other circumstances shall be deemed to create a partnership or joint venture between the Parties with respect to the Property or the Solar Facilities for any purposes whatsoever. Each Party shall, in connection with this Agreement, the Property, or the Solar Facilities, take reasonable steps in dealing with third parties to negate any inference that such partnership or joint venture exists.

13.9 Memorandum. Neither Owner nor Lessee shall record this Agreement in its entirety. The Parties agree that a Memorandum of Lease shall be recorded in the real property records of the County where the Property is located ("Real Property Records") at Lessee's expense, in a form reasonably acceptable to both Parties, which form shall not contain any of the financial provisions hereof. In the event of any inaccuracy in Exhibit A, Lessee may correct such inaccuracy in order to accomplish the intent of Lessee and Owner.

13.10 Tax and Renewable Energy Credits. If under applicable law, the holder of a lease becomes ineligible for any tax credit, renewable energy credit, environmental credit or any other benefit or incentive for renewable or low carbon energy established by any local, state or federal government, then, at Lessee's option, Owner and Lessee shall exercise good faith and negotiate an amendment to this Agreement or replace it with a different instrument so as to convert Lessee's interest in the Property to a substantially similar interest that makes Lessee eligible for such credit, benefit or incentive.

13.11 Further Assurances. From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments, documents and actions specifically provided for herein, as such other Party may reasonably request in order to effectuate the provisions of this Agreement, consummate the transactions contemplated herein, or confirm or perfect any right, restriction or interest to be created or transferred hereunder or pursuant to these transactions.

13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[Signatures to follow on next page.]

IN WITNESS WHEREOF, Owner and Lessee, individually or through duly authorized representatives, hereby execute this Agreement and certify that they have read, understand and agree to the terms and conditions of this Agreement.

“Owner”

The Joseph H. Millay, Jr., Trust Under Trust Agreement Dated February 13, 2017

By: 
Name: Joseph H. Millay, Jr., Trustee

[Signatures continued on following page.]

“Lessee”

**OSER LLC,
a Delaware limited liability company**

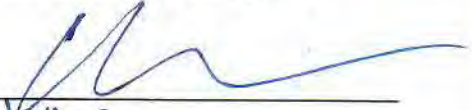
By: 
Name: Michael Haas
Title: President

EXHIBIT A

Legal Description of the Property

ALL THAT CERTAIN real estate lying and being situated in Meade County, Kentucky, being more particularly bounded and described as follows:

Real Property Tax Parcel No. 080-00-00-009 (22.26 acres)

Being Lot 1 of Bakers Division, as shown on plat of same of record in Plat Cabinet 6, Sheet 75, in the office of the Meade County Court Clerk.

BEING the same property described in Deed dated February 25, 2004, and recorded in Deed Book 482, Page 448 in the office aforesaid.

Real Property Tax Parcel No. 087-00-00-25.13 (11 acres)

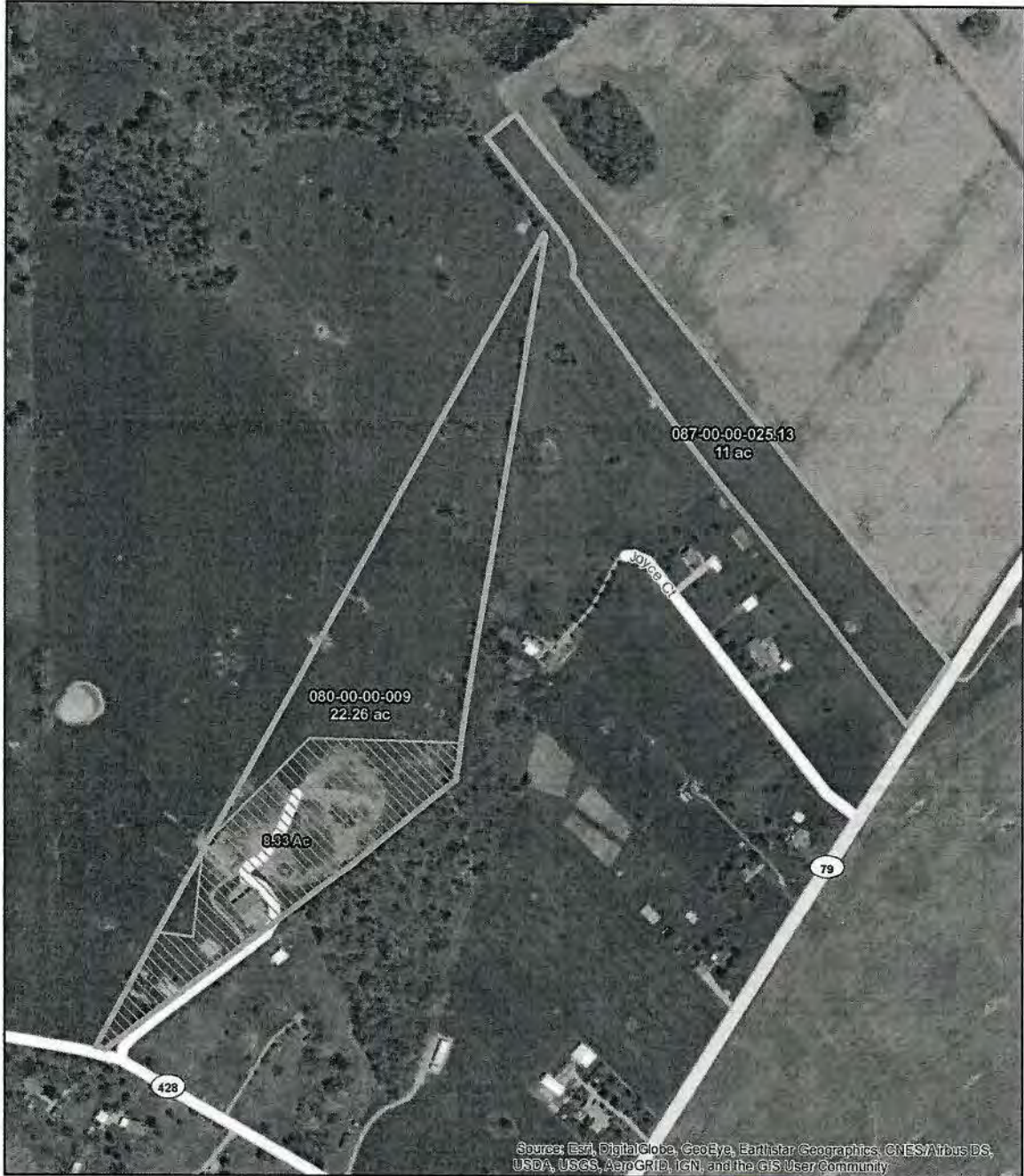
Being Lot 13 of Livers Estates, as shown on plat of same of record in Plat Cabinet 6, Sheet 162, in the office of the Meade County Court Clerk.

BEING the same property described in Deed dated January 10, 2005, and recorded in Deed Book 494, Page 325 in the office aforesaid.

(In the event of any inaccuracies or insufficiencies in the above legal description, Lessee may modify this Exhibit A to correct such inaccuracies or insufficiencies)



EXHIBIT A-1

Map of Property and Excluded Area



1 inch = 400 feet
0 200 400 Feet

**Exhibit A-1 - Joseph H. Millay Jr;
KY-MEA I-225**

 No Facilities Area - 8.33 Ac
 Property - 33.26 Ac

Meade Co., KY
4/2/2020



EXHIBIT B

Purchase and Sale of Control Property

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

LEASE AGREEMENT
(#KY-MEA1-226)

This Lease Agreement (this "Agreement") is made, dated and effective as of May 6, 2020 (the "Effective Date"), between **Kimberly L. Millay, as Trustee of the Kimberly L. Millay Trust Under Trust Agreement Dated February 13, 2017** ("Owner"), and **OSER LLC, a Delaware limited liability company** (together with its transferees, successors and assigns, "Lessee"), and in connection herewith, Owner and Lessee agree, covenant and contract as set forth in this Agreement. Owner and Lessee are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

Owner and Lessee entered into a solar lease agreement in the form of a letter agreement (the "Letter Agreement") dated July 7, 2017 (the "Letter Agreement Effective Date"). Owner and Lessee now wish to amend and restate the Letter Agreement on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Lease. Owner hereby leases to Lessee the real property of Owner consisting of approximately 11.88 acres (which includes 1.84 acres identified as an Excluded Area [defined in Section 4.5 below]) located in Meade County, Kentucky, and legally described on Exhibit A attached hereto and incorporated herein by reference. Such lease ("Lease") includes the right to access and utilize all radiant energy emitted from the sun upon, over and across the real property ("Solar Energy"), and any easements, rights-of-way, and other rights and benefits relating or appurtenant to such real property (collectively, the "Property"). In the event of inaccuracies or insufficiencies in the legal description in Exhibit A, Lessee may modify the Exhibit to correct the inaccuracies or insufficiencies, and shall notify Owner of such modification.

2. Purpose. Lessee shall have the exclusive right to use the Property and the unobstructed flow of Solar Energy upon, over and across the Property for electric power, heat and/or steam generation purposes ("Solar Energy Purposes") and to derive all profits therefrom. For purposes of this Agreement, Solar Energy Purposes include, without limitation, the right to convert the Solar Energy into electrical energy and to collect and transmit the electrical energy so converted, together with any and all activities related thereto, including, without limitation, (a) determining the feasibility of Solar Energy conversion and power generation on the Property, including studies of the Solar Energy emitted upon, over and across the Property (through the installation of Solar Energy measurement equipment or otherwise) and other meteorological, archeological and environmental studies, land surveys and due diligence activities; (b) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining, refurbishing and operating, Solar Energy collection and electrical generating equipment of all types including, without limitation, any such equipment utilizing photovoltaic and/or solar thermal technology (collectively referred to herein as "Solar Generating Equipment"), overhead and underground electrical transmission and communications lines, electric inverters, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with Solar Generating Equipment, roads and gates, meteorological stations and Solar Energy measurement equipment, control buildings, maintenance yards, and related facilities and equipment (the Solar Generating Equipment together with all of the other foregoing facilities, equipment and improvements, collectively "Solar Facilities") on the Property; and (c) undertaking any other activities, whether accomplished by Lessee or a third party

authorized by Lessee, that Lessee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. Solar Facilities on the Property may be operated in conjunction with Solar Facilities installed on other nearby properties that are part of the same solar energy project (collectively, the “Project”). Lessee and its consultants may enter the Property, upon reasonable advance notice, to do work related to development of Solar Facilities. Subject to Owner’s rights to use the Property in any manner consistent with Section 8.2, Lessee shall have the right to control and restrict access onto and over the Property and exclude others (other than any parties with preexisting easement rights) as it deems necessary or appropriate for safety and security reasons.

3. Term.

3.1 Term. The initial term of this Agreement (“Initial Term”) commenced upon the Letter Agreement Effective Date and will continue until the later of (a) the 30th anniversary of the first day of the month following the month in which Solar Facilities in a Project commence operation by delivering commercial quantities of electricity to the electric utility grid (the “Commercial Operation Date”), or (b) 37 years after the Letter Agreement Effective Date. Lessee may elect to extend the Initial Term for one additional 10-year term commencing on the last day of the Initial Term, upon at least 90 days’ notice to Owner. The Initial Term plus either or both of such additional 10-year terms are called the “Term.” If the Start of Construction (as defined in Section 3.2) has not occurred prior to the seventh anniversary of the Letter Agreement Effective Date, Owner may terminate this Agreement by notice to Lessee within 60 days of such anniversary.

3.2 Project Sites. Within thirty (30) days after the date that any of the racking that will support Solar Generating Equipment is installed (“Start of Construction”) in the Project, Lessee shall designate the portion of the Property on which Solar Facilities are being constructed as part of such Project (a “Project Site”). Lessee shall designate a new Project Site each time it constructs new Solar Facilities on the Property.

3.3 Delay in Use. Except as specifically provided in this Agreement, no delay of Lessee in the use or enjoyment of any leasehold, easement or other right in this Agreement will result in the loss or abandonment of any right, title interest or estate granted herein.

4. Payments.

4.1 Rent.

[REDACTED]

(a) Initial Rent.

[REDACTED]

[Redacted]

(b) Operational Rent.

[Redacted]

[Redacted]

4.2 Inflation Adjustment.

[Redacted]

4.3 Overhead Power Lines, Underground Collection Lines, Roads

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

4.4 Substation, Switchyard, etc.

[REDACTED]

4.5 Excluded Area. Owner has requested that no Solar Facilities be installed in certain areas of the Property, and such areas are shown on the map attached as Exhibit A-1 as the No Facilities Area (the "Excluded Area"). The acreage referenced throughout this Section 4 will not include the acreage of the Excluded Area.

4.6 Conservation Reserve Program.


[REDACTED]

5. Ownership of Solar Facilities. Owner shall have no ownership or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Lessee may remove any or all Solar Facilities at any time. Except for payments of Rent described in Section 4, Owner shall not be entitled to any other payments or benefits accrued by or from the Solar Facilities, including renewable energy credits, environmental credits or investment or other tax credits.

6. Taxes.

6.1 Lessee and Owner.

[REDACTED]



6.2 Tax Bills. Lessee shall have the right, but not the obligation, to seek to have its leasehold estate separately assessed to Lessee for real estate ad valorem tax purposes as well as personal property tax purposes, and Owner and Lessee agree jointly to use commercially reasonable efforts to cause the County tax assessor to issue separate property tax bills to Owner and Lessee. It is a condition to Owner's right to payment or reimbursement hereunder that Owner submit Owner's real property tax bill to Lessee no later than 15 days prior to the due date for such taxes. If Owner fails to pay for its share of real property taxes, Lessee shall have the right to pay such amounts on Owner's behalf and to offset any amounts so paid by Lessee against all or any of the Rent payments next payable by Lessee under this Agreement.

6.3 Contest. Lessee may contest the assessed value of the Solar Facilities and the legal validity and amount of any such taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers reasonable or necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. Owner shall submit to Lessee a copy of all notices and other correspondence Owner receives from any taxing authorities regarding the assessed value of the Property and/or the Solar Facilities within 30 days after Owner receives same, but in no event later than 30 days prior to the date an objection to such assessment or taxes must be filed. Owner agrees to provide to Lessee all reasonable assistance in contesting the validity or amount of any such taxes, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, but at no out-of-pocket cost to Owner. In the event the taxing authorities provide a separate assessment and tax statement for the portion of the real property taxes levied against or allocated to the Solar Facilities, Lessee agrees to pay such real property taxes directly to the taxing authorities.

6.4 Indemnity – Real Property Taxes. OWNER AND LESSEE EACH AGREES TO INDEMNIFY AND HOLD EACH OTHER HARMLESS FROM ANY LIABILITY, COST OR EXPENSES, PAID BY IT OR FOR WHICH IT IS LIABLE, IF SUCH PARTY SHOULD FAIL TO PAY ITS PORTION OF REAL PROPERTY TAXES IN ACCORDANCE WITH THIS AGREEMENT.

7. Lessee's Representations, Warranties, and Covenants. Lessee hereby represents, warrants, and covenants to Owner that:

7.1 Siting. Lessee shall provide Owner with a survey of each Project Site, including the exact acreage thereof, within 90 days of the Commercial Operation Date of the Project. Owner hereby grants Lessee the right to record a notice of final description ("Notice of Final Description") to reflect the boundaries of each Project Site, or at Lessee's election to record or re-record one or more Memorandums of Lease in the county's Real Property Records (as described in Section 13.9 below) and attach the legal description of each Project Site to the

appropriate Memorandum of Lease. Lessee shall make all siting decisions as to Solar Facilities in its sole discretion. If Lessee builds Solar Facilities on part of the Property, then Lessee will make commercially reasonable efforts not to interfere with Owner's agricultural activities on the rest of the Property, as set forth in Section 7.6.

7.2 Insurance. Lessee shall, at its expense, maintain liability insurance insuring Lessee and Owner against loss caused by Lessee's use of the Property under this Agreement, or else Lessee shall self-insure and assume the risk of loss for general liability exposures that would have been covered by the policy, to the extent Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). The amount of such insurance shall be not less than \$1 million of combined single limit liability coverage before the Start of Construction and not less than \$5 million of combined single limit liability coverage after the Start of Construction. Under such policy, Owner will be named as an additional insured with respect to operations or activities of Lessee but only to the extent Owner is held liable for damage and injuries caused by such operation or activities for which Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). No coverage is provided for liability arising out of Owner's own negligence or misconduct. Certificates of such insurance, or evidence of self-insurance reasonably acceptable to Owner, shall be provided to Owner upon request.

7.3 Mutual Indemnities.

(a) Lessee's Indemnity. Lessee will indemnify, defend and hold harmless Owner and Owner's shareholders, directors, successors, assigns, personal representatives, trustees, mortgagees, employees and agents (collectively, "Owner's Indemnified Parties") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by the operations or activities of Lessee or its employees, contractors or agents. The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and the like that may result from Owner's loss of use of the Project Site or any other portion of the Property occupied by Solar Facilities. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Owner or any of Owner's Indemnified Parties or any party other than Lessee or its employees, contractors or agents.

(b) Owner's Indemnity. Owner will indemnify, defend and hold harmless Lessee and Lessee's members, shareholders, directors, successors, assigns, affiliates, personal representatives, trustees, mortgagees, employees and agents (collectively, "Lessee's Indemnified Parties") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by (i) any negligent act or failure to act by Owner, guest or invitee, or (ii) any breach of this Agreement by Owner. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Lessee or any of Lessee's Indemnified Parties or any party other than Owner or its employees, contractors or agents.

7.4 Requirements of Governmental Agencies. Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any

governmental agency applicable to the construction and operation of the Solar Facilities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Property, Project Site or Solar Facilities of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall cooperate in every reasonable way in such contest, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, at no out-of-pocket expense to Owner. Any such contest or proceeding shall be controlled and directed by Lessee, but Lessee shall indemnify Owner from Lessee's failure to observe or comply with the contested law, ordinance, statute, order, regulation or property assessment.

7.5 Construction Liens. Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property in connection with Lessee's use of the Property. Lessee may contest any such lien and the legal validity and amount of any such lien; *provided, however*, that if Lessee elects to contest any such lien, Lessee shall, within 60 days after it receives notice of the filing of such lien, either bond around such lien or establish appropriate reserves therefor, or otherwise remove such lien from the Property pursuant to applicable law.

7.6 Lessee Non-Interference with Agricultural Activities. In the construction and operation of its Solar Facilities, Lessee will make commercially reasonable efforts not to interfere with Owner's agricultural activities on the rest of the Property. To facilitate communication, Lessee and Owner will each designate a single point of contact with the other Party.


(a) Construction and Siting. Lessee will consult with Owner (or, at Owner's request, with Owner's then-current tenant) prior to the Start of Construction to describe Lessee's plan and schedule for construction on the Property. As part of the consultation, Lessee will present a preliminary site map showing the Project Site and any new roads, overhead transmission lines, electric substation or switchyard, or operations and maintenance building proposed to be located on the Property outside of the Project Site pursuant to Section 8.6 or Section 10.1 (the "Related Facilities"), and solicit Owner's advice and input, before finalizing the site design. Lessee will also discuss with Owner the measures Lessee will take during construction to minimize conflicts between Lessee's construction activities and Owner's ongoing agricultural operations.

(b) Soil Restoration; Compaction; Weed Control. Outside of the Project Site, Lessee shall use commercially reasonable efforts to minimize any damage to and disturbance of growing crops and crop land caused by its construction activities and will work with Owner to minimize areas of potential soil compaction. Lessee shall not remove topsoil from the Property, and shall replace removed topsoil to the location from which it was removed to the extent practicable, or such other location on the Property as may be reasonably requested by Owner. Upon completion of construction on the Property, Lessee will restore the soil surface on any portion of the Property disturbed by Lessee that is outside of the Project Site or the boundaries of any Related Facilities. In addition, if such disturbed area was in pasture prior to construction, Lessee will re-plant native or similar grass seed on such portion of the Property. If Lessee causes compaction of any previously cultivated part of the Property located outside of the Project Site or the boundaries of any Related Facilities, Lessee will "rip" such portion of the Property in at least three passes to a depth of at least 18 inches. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to control weeds within the Project Site, the portions of the Property where

Related Facilities have been installed, and in areas disturbed by Lessee's construction on the Property. Owner may spray to control weeds up to the edge of the Project Site. Lessee acknowledges Owner's desire to pasture sheep within a Project Site and following the Commercial Operation Date Lessee agrees to consider such a proposal, with such proposal to be accepted or rejected in Lessee's sole discretion.

(c) Underground Lines and Drainage Tiles. During construction on the Property, Lessee will promptly repair any damage to underground drainage tiles or waterways caused by the construction activities of Lessee, and such repairs will be done by a qualified professional. Lessee shall have a continuing obligation to effect repairs to drainage tiles for any damage provided that such damage is related to the construction activities of Lessee. Once Owner has provided Lessee with written acceptance of the drainage repairs, Lessee shall be relieved of any obligation to effect further repairs unless Lessee causes new damage to drainage tiles or waterways.

(d) Crop Damage.



(e) Gates and Fences. If Owner's Property is fenced, all of Lessee's newly constructed access roads located on the Property shall be gated by Lessee at Lessee's expense, and Owner shall be furnished with keys or other ability to open and close such exterior gates. Lessee shall maintain such gates as part of the Solar Facilities. When installing a gate within Owner's existing fence, Lessee will make such fence cuts, braces, and repairs that will be permanent and remain functional for the remaining life of the fence of which they are part; alternatively, Owner may require Lessee to install a cattle guard in lieu of any internal gate. When accessing the Property, Lessee will close gates used by its personnel except when open to permit the passage of vehicular traffic, so that Owner's or Owner's tenant's livestock do not stray or escape through such gates. Additionally, Owner authorizes Lessee, at Lessee's sole expense, to take reasonable safety and security measures to reduce the risk of damage to Solar Facilities or the risk that Solar Facilities will cause damage, injury or death to people, livestock, other animals and property, including fencing around the Project Site and the perimeter of any electric substation or switchyard, operations or maintenance building, or (during periods of construction) laydown area located outside of the Project Site, as Lessee may deem necessary or appropriate to secure or enclose the same.

(f) Roads. To minimize erosion caused by Lessee's construction of roads on the Property and facilitate natural drainage, Lessee will seek Owner's advice on the design and location of such roads. Lessee will incorporate Owner's advice into the final road design to the extent such advice does not substantially increase construction costs over a design based on good engineering practice, as determined by Lessee in its reasonable judgment. During construction, Lessee will keep Owner's existing site roads used by Lessee in good repair. After the Commercial Operation Date, Lessee will maintain roads used by Lessee on the Property outside of the Project Site to the extent necessary for Lessee's continued use, as reasonably determined by Lessee, and will use commercially reasonable efforts to minimize erosion caused by Lessee's road use. The crown of new roads located in any previously cultivated portion of the Property will be kept to a minimum. Lessee will ensure there is an adequate crossing point for agricultural vehicles over any new roads. New roads used during construction but not required for operations will be reclaimed. If the installation of Solar Facilities re-routes the natural drainage, causing drainage problems on the Property, Lessee will use commercially reasonable efforts to correct such problems.

(g) Resources. Lessee may use caliche, gravel and water from the Property, so long as Lessee pays Owner the then current market price, excluding cost of transportation.

(h) Animals. Lessee's employees shall not bring animals onto the Property at any time.

(i) Keeping the Property Clean. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to keep the Property neat and clean (free from debris and waste), and shall remove all refuse, litter and debris created by Lessee and its invitees, licensees, agents and contractors from the Property.

(j) Livestock. Lessee will use commercially reasonable efforts to minimize any interference with Owner's livestock operation.

(k) Timber Property. If Lessee builds Solar Facilities on the Property, Lessee may clear timber from the Property as needed for construction and operation of the Solar Facilities. Lessee will give Owner sixty (60) days' written notice before clearing timber from the Property, following which Lessee will clear the timber and set it aside on the Property. Owner will be responsible for the prompt removal of the cut timber within 45 days after the timber has been cut, and if timely removed, Owner shall retain its full value.

7.7 Hazardous Materials. Lessee shall not violate, and shall indemnify Owner against any liability and expense arising from violation by Lessee of, any federal, state, or local law, ordinance, or regulation promulgated thereunder ("Environmental Laws") relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials in, on or under the Property. This provision shall survive termination of this Agreement. For purposes of this Agreement, "Hazardous Materials" means any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property.

7.8 Noise, Glare and Shadow. Lessee shall have the right in connection with the construction, use and operation of Solar Facilities to emit or cause the emission of noise, to impact Owner's views of and from the Property, and to allow or permit the Solar Facilities to cast

shadows and to create, cause and emit glare or shadow onto the Property and adjacent properties, and similar field effects. OWNER, FOR ITSELF AND ON BEHALF OF ITS SUCCESSORS AND ASSIGNS, HEREBY ACCEPTS SUCH EFFECTS, WAIVES ANY RIGHT TO OBJECT TO SUCH EFFECTS AND RELEASES LESSEE FROM ANY CLAIMS, DAMAGES, LIABILITIES OR LOSSES OWNER MAY INCUR THEREFROM.

8. Owner's Representations, Warranties, and Covenants. Owner hereby represents, warrants, and covenants as follows:

8.1 Owner's Authority. Owner is the sole owner of the Property and holds fee simple title to the surface estate of the Property. Owner has the unrestricted right and authority and has taken all necessary action to authorize Owner to execute this Agreement and to grant to Lessee the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so and all persons having any ownership interest in the Property (including spouses) are signing this Agreement. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner and the Property in accordance with its terms. Without limiting the foregoing, if a title search shows that the holders of fee simple title to the Property are different from the persons who signed this Agreement as Owner, the persons who signed this Agreement as Owner shall immediately cause all of the holders of fee simple title to the Property to execute an amendment to this Agreement pursuant to which all of such holders of fee simple title to the Property agree to and ratify this Agreement, all at no cost to Lessee.

8.2 Restrictive Covenant - No Interference. Lessee shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance, or operation of Solar Facilities, whether located on the Property or elsewhere; access over the Property to such Solar Facilities; Lessee's rights granted hereunder to use the Property for any other Solar Energy Purposes; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, (a) the activities of Owner shall not disturb or interfere with the unobstructed flow of Solar Energy upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing permanent or temporary buildings, barns, silos or other structures or facilities (collectively, "Owner's Structures") closer than five (5) times the height of any such Owner's Structure from any Solar Generating Equipment of Lessee, whether located on the Property or elsewhere, and (b) Owner shall not engage in any other activity on the Property or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Solar Facilities. The area of land to remain unobstructed by Owner will consist horizontally of the entire Property, and vertically all space located above the surface of the Property. If Lessee builds Solar Facilities on only a portion of the Property, Owner may use the rest of the Property in any manner that complies with the foregoing. In addition, Owner represents that it is not aware of any pending or threatened lawsuits or government actions that might interfere with the construction or operation of Solar Facilities on the Property, or any delinquent taxes affecting the Property.

8.3 Water Rights. Owner shall retain its water rights and the ability to physically remove and contractually sell the water from existing wells on the site, provided that (a) Owner's exercise of its water rights shall not interfere with the construction, installation, maintenance, or operation of Solar Facilities, or access over the Property to such Solar Facilities, or Lessee's rights hereunder to use the Property for any other Solar Energy Purposes; and (b) Lessee shall be entitled to consume water from the Property for both onsite and offsite Solar Energy Purposes if it pays

Owner then-current market rates (excluding cost of transportation) or purchases water directly from the local water authority.

8.4 *Liens and Tenants.* Except as disclosed by Owner in writing to Lessee on or prior to the Effective Date, Owner represents that there are no liens, encumbrances, leases, easements, mortgages, deeds of trust, security interests, mineral or gas and gas rights, options, sale contracts, claims, disputes or other exceptions to Owner's fee title ownership of the Property or to Owner's right, title or interest in the Property (collectively, "Liens"), which are not recorded in the public records of the County in which the Property is located. Lienholders (including tenants), whether or not their Liens are recorded, shall be Owner's responsibility, and Owner shall fully cooperate and assist Lessee in obtaining a non-disturbance agreement from each party that holds a Lien that Lessee determines in its discretion might interfere with Lessee's rights under this Agreement. A non-disturbance agreement is an agreement between Lessee and a lienholder which provides that the lienholder shall not disturb Lessee's possession or rights under this Agreement or terminate this Agreement so long as Owner is not entitled to terminate this Agreement under the provisions hereof. If Owner is unable to obtain any such non-disturbance agreement from a lienholder that holds a mortgage, deed of trust, tax lien or other Lien that is senior to this Agreement (if any), Lessee shall be entitled (but not obligated) to make payments in fulfillment of Owner's obligations to the lienholder and may offset the amount of such payments from amounts due Owner under this Agreement. Owner represents that Owner is not aware of any delinquent taxes affecting the Property.

8.5 *Requirements of Governmental Agencies.* Owner shall assist and fully cooperate with Lessee, at no out-of-pocket expense to Owner, in complying with or obtaining any land use or siting permits and approvals, property tax abatements, building permits, environmental impact reviews, or any other approvals required for the financing, construction, installation, monitoring, replacement, relocation, maintenance, operation or removal of Solar Facilities (whether located on the Property or elsewhere), including execution of applications for such approvals if required. In connection with any applications for such approvals, Owner agrees at Lessee's request to support such application (at no out-of-pocket expense to Owner) at any administrative, judicial or legislative level, including participating in any appeals or regulatory proceedings. If Owner is contacted directly by any governmental agency about this Agreement, any Solar Facilities or the Property, Owner shall notify Lessee. To the extent permitted by law, Owner hereby waives any setbacks or other restrictions on the location of any Solar Facilities to be installed on the Property or on adjacent properties, including but not limited to waiver of all property line setbacks, pursuant to state or county rules, regulations or ordinances (that is, Owner approves a reduction of each such setback to zero), and Owner shall cooperate with Lessee in providing documentation of such setback waivers and shall execute any documents reasonably requested by Lessee to evidence Owner's waiver of such setbacks.

8.6 *Access.* Owner hereby grants to Lessee the right of ingress to and egress from Solar Facilities (whether located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time ("Access Easement"). The Access Easement shall include the right to improve existing roads and lanes, shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Access Easement shall expire upon termination or expiration of this Agreement.

8.7 Construction Easement. Owner grants Lessee an easement in, over and across the Property ("Construction Easement") which may be utilized on a temporary basis for access, construction laydown or other purposes to facilitate the construction, maintenance or repair of Solar Facilities (whether located on the Property or nearby properties) during any time that Lessee is conducting such work. Lessee shall have the right, at its sole expense, to (a) remove any existing trees, shrubs, vegetation, structures or improvements located on a Project Site or the site of Related Facilities that might interfere with construction or operation of Solar Facilities; and (b) change the grade of any part of the Property used as a Project Site, to the extent necessary to construct Solar Facilities, as determined by Lessee. Lessee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying outside of the Project Site during construction. Lessee will comply with Section 7.6 with respect to damage caused by Lessee's use of the Construction Easement. The Construction Easement shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Construction Easement shall expire upon the termination or expiration of this Agreement.

8.8 Mineral Development. This Agreement is subject to any and all existing mineral reservations and mineral leases granted by Owner or its predecessors-in-interest, which cover some or all of the Property as of the Effective Date. In order to permit the simultaneous use of the Property for Solar Energy Purposes and mineral resource development, Owner and Lessee agree to work cooperatively together to ensure that Owner can benefit from the exploitation of the mineral resources on or under the Property and Lessee can undertake development of Solar Energy projects with reasonable certainty that the exploitation of the mineral resources will not interfere with or adversely affect the Solar Energy projects or unobstructed access to sunlight on the Property. Thus, prior to the issuance of any new mineral lease or to a sale or exchange of minerals under the Property during the Term, Owner will advise and consult with Lessee regarding each such proposed transaction and include in any new lease or sale or exchange documentation, as applicable, a requirement that the buyer, lessee or other party to the minerals transaction waive and release during the Term, any and all rights to enter upon, utilize or disturb the surface area of the Property for any reason whatsoever, including, without limitation, the exploration, drilling or mining of such oil, gas or other minerals; *provided, however*, that foregoing waiver and release shall not preclude the exploration, mining, development, extraction and production of oil, gas, sulphur or other minerals from or under the Property (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) by means of directional or horizontal drilling or utilized or pooled operations with the well and all surface equipment located off the Property, without, in either case, any well bore or mine shaft penetrating any depth beneath the Property above the subsurface depth of five hundred feet (500') feet nor shall such well bore or mine shaft impair the subjacent support of the Property or of any improvements now or hereafter situated on the Property. In addition, upon written request from Lessee, Owner shall (i) cooperate with Lessee in requesting a separate nondisturbance agreement from any existing mineral interest lessee or owner on terms reasonably acceptable to Lessee, and (ii) enforce any rights Owner may have against any such mineral interest lessee or owner in order to provide reasonable accommodation for Lessee to exercise its rights under this Agreement.

8.9 Hazardous Materials.

(a) Owner shall not violate, and shall indemnify Lessee against any such violation of, any Environmental Laws in, on or under the Property. Owner shall promptly notify

Lessee of any such violation. This provision shall survive expiration or termination of this Agreement.

(b) To the best of Owner's knowledge, the Property, including, but not limited to, all improvements, facilities, structures and equipment thereon, and the soil and groundwater thereunder, is not in material violation of any Environmental Laws. No release or threatened release of any Hazardous Material has occurred, or is occurring, at, on, under, from or to the Property, and no Hazardous Material is present in, on, under or about, or migrating to or from the Property that could give rise to a claim under Environmental Laws. Neither Owner nor, to the best of Owner's knowledge, any third party has used, generated, manufactured, produced, stored or disposed of on, under or about the Property, or transported to or from the Property any Hazardous Materials in violation of Environmental Laws or in such a manner as to require investigation or remediation of such Hazardous Materials. To Owner's knowledge, there are no storage or other tanks or containers, or wells or other improvements, below the surface of the Property, nor have any storage or other tanks or containers, or wells or other improvements ever previously been located below the surface of the Property. Owner shall be responsible for and/or shall indemnify Lessee for any liability arising out of a violation of any Environmental Laws in, on or under the Property that may exist (whether known or unknown) as of the Effective Date.

8.10 Non-exclusive Grant of Rights. Owner hereby grants Lessee a non-exclusive right, privilege, license and easement covering all of the following:

(a) Any and all easements, rights-of-way, rights of entry, hereditaments, privileges and appurtenances benefiting, belonging to or inuring to the benefit of Owner and pertaining to the Property.

(b) Any and all right, title and interest of Owner in and to any land in the bed of any street, road, avenue or alley (open, proposed or closed) in front of or adjoining the Property and any and all right, title and interest of Owner, in and to any rights-of-way, rights of ingress or egress, or other interests in, on, or to any land, highway, street, road, avenue or alley (open, proposed or closed) in, on, or across, in front of, abutting, or adjoining the Property.

(c) Any and all right, title and interest of Owner, in and to any strips or gores of land adjacent or contiguous to the Property, whether those lands are owned or claimed by deed, limitations, or otherwise.

8.11 Hunting. For safety reasons, hunting is prohibited on the Property after the Start of Construction.

9. Assignment.

9.1 Assignments by Lessee. Lessee and any Assignee (as hereinafter defined) shall have the right, without obtaining the consent of Owner, to do any of the following with respect to all or any portion of its right, title and/or interest in and to this Agreement, the Lease, the Property, any Project Site and/or any Solar Facilities: (a) grant subleases, separate easements, co-easements, subeasements, licenses or similar rights (however denominated) to one or more Assignees, (b) collaterally assign, mortgage, encumber, pledge or transfer all or any portion of its right, title or interest therein to one or more parties providing financing to Lessee, and/or (c) sell, lease, assign, transfer or otherwise convey all or any portion of its right, title or interest therein to

one or more Assignees. Lessee or an Assignee that has assigned an interest hereunder will give notice of such assignment (including the address of the assignee thereof for notice purposes) to Owner, *provided* that failure to give such notice shall not constitute a default under this Agreement but rather shall only have the effect of not binding Owner with respect to such assignment until such notice shall have been given. For purposes of this paragraph, an “Assignee” is any of the following: (i) any one or more parties involved in the development, financing or refinancing of any Solar Facilities, including, without limitation, any lender to or investor in, or purchaser or lessee of, Solar Facilities; (ii) any one or more parties involved in financing or refinancing the development of any Solar Facilities; or any purchaser or owner of Solar Facilities; (iii) a corporation, partnership or limited liability company now existing or hereafter organized (including Lessee) in which Lessee or any of its owners, or any affiliate or partner of either, owns (directly or indirectly) a controlling interest at the time of assignment; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation, partnership or limited liability company; or (v) a corporation, partnership, limited liability company, or other entity that acquires all or substantially all of Lessee’s business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means.

9.2 Assignee Obligations. No Assignee shall have any obligation or liability under this Agreement prior to the time that such Assignee takes actual physical possession of the Property. An Assignee shall be liable to perform obligations under this Agreement only for and during the period such Assignee is in possession of the Property. Any assignment permitted hereunder shall release the assignor from assigned liabilities of Lessee under this Agreement when the Assignee agrees in writing to perform the assigned obligations, if such Assignee either (a) is at least as creditworthy as the assignor at the time of the assignment, or (b) owns or holds, or will own or hold, a majority or controlling interest, directly or indirectly, in any Solar Facilities including Solar Generating Equipment located on the Property.

9.3 Right to Cure Defaults. To prevent termination of this Agreement or any partial interest therein, Lessee (or any Assignee) shall have the right, but not the obligation, at any time prior to the termination, to pay any or all amounts due hereunder, and to do any other act or thing required of any Assignee or Lessee hereunder or necessary to prevent the termination of this Agreement or any partial interest therein. A default of the holder of a partial interest in this Agreement will not be considered a default by the holder of any other partial interest in this Agreement, and the non-defaulting holder’s partial interest shall not be disturbed. If Lessee or an Assignee holds an interest in less than all of this Agreement, the Property or the Solar Facilities, any default under this Agreement shall be deemed remedied, as to Lessee’s or such Assignee’s partial interest, and Owner shall not disturb such partial interest, if Lessee or the Assignee, as the case may be, shall have cured its *pro rata* portion of the default by paying the fees attributable to the Solar Facilities or the Project Site in which Lessee or the Assignee, as the case may be, holds an interest.

9.4 Separability. Lessee may use the Property in connection with one or more Project Sites of associated Solar Facilities constructed, installed and/or operated on the Property and/or on other lands in the general vicinity of the Property by or on behalf of Lessee or an affiliate or Assignee(s) thereof as an integrated energy generating and delivery system. If Lessee elects to use the Property for two or more Project Sites, then Owner shall, within 20 days after request from Lessee, and without demanding any additional consideration, bifurcate this Agreement and the Lease by entering into and delivering to Lessee two or more independent new lease agreements (which shall supersede and replace this Agreement) that provide Lessee with separate leasehold

estates in different portions of the Property, as designated by Lessee. Each such new lease agreement shall: (a) specify the portion(s) of the Property to be covered thereby, (b) contain the same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Lessee or any other person or entity prior to the execution of such new agreements, and except for any modifications that may be required to ensure that each Party's combined obligations under such new agreements do not exceed such Party's obligations under this Agreement) and be in a form reasonably acceptable to Lessee; (c) be for a term equal to the remaining Term of this Agreement; (d) contain a grant of access, transmission, communications and other easements for the benefit of each of the bifurcated estates, covering such portion or portions of the Property outside of the benefited estate in each case as Lessee may designate; (e) require payment to Owner of only an acreage-proportionate part of each payment due under Section 4 (which under all such new agreements shall in the aggregate equal the amounts that are due under Section 4); (f) provide for payments thereafter due under Section 4 and elsewhere to be paid with respect to the Solar Facilities actually installed under such new lease for the portion of the Property subject to such lease; and (g) enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Property. Further, notwithstanding any other provision of this Agreement, (i) in the event of any uncured default under any such new lease agreement, such event of default shall not affect, or cause a termination of, any other such new lease agreement or any rights or interests granted under any other such new lease agreement and (ii) in the event of a termination of any such new lease agreement, the remaining new lease agreements and all rights granted therein, including all easements affecting any portions of the Property (regardless of whether such portions of the Property are part of or outside the benefited estate), shall remain in full force and effect without any further compensation due Owner.

9.5 Transfers by Owner. Owner shall have full right and authority to sell, convey, mortgage, or transfer to one or more transferees, all of Owner's right, title and interest in and to the Property, but any such sale or other transfer shall be subject to the Construction Easement, the Transmission Easement, the Access Easement and this Agreement.

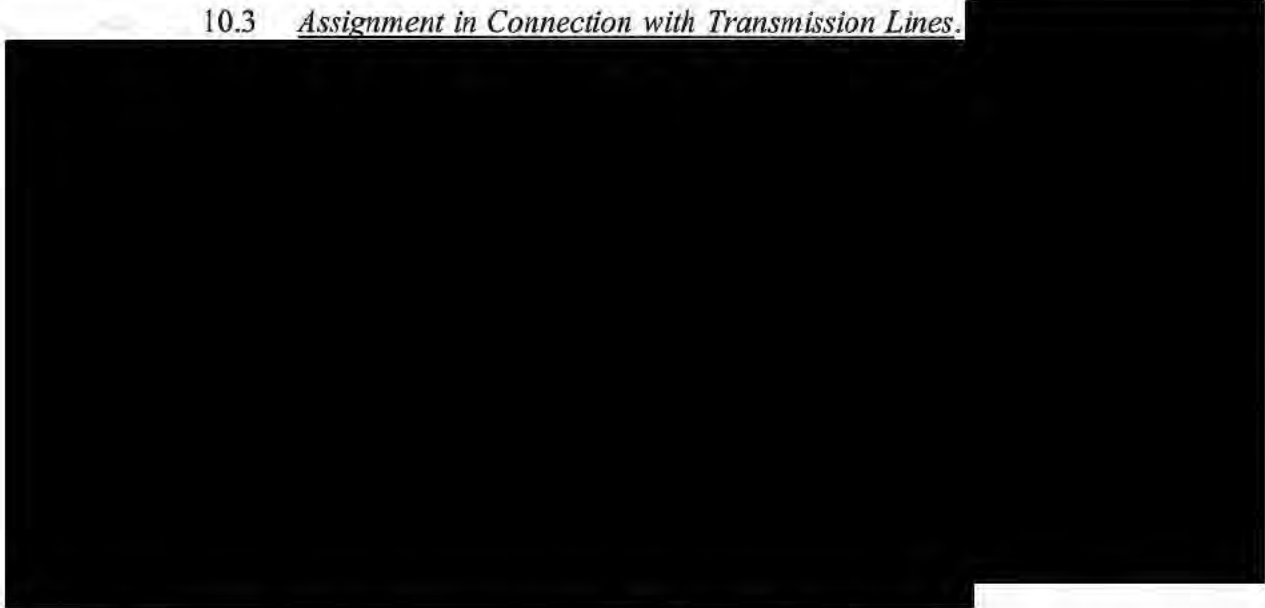
10. Transmission.

10.1 Grant of Transmission Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner, Owner hereby grants to Lessee an exclusive easement ("Transmission Easement") in, on, along, over, above, across and under the Property for the right to erect, construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time in connection with Solar Energy Purposes, whether carried out on the Property or elsewhere: (a) a line or lines of poles or towers, together with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said poles, towers, wires and cables on, along and in the Property, including beneath the bed of any road located on the Property; and (b) one or more electric inverters, substations or interconnection or switching facilities from which Lessee or others that generate energy may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, together with the appropriate rights-of-way, on, along and in the Property. Said

poles, towers, wires, cables, substations, facilities and rights-of-way are herein collectively called the "Transmission Facilities."


10.2 Access. The Transmission Easement also includes the right of ingress to and egress from the Transmission Facilities (whether located on the Property or elsewhere), over and along the Property by means of roads and lanes thereon if existing or otherwise by such route or routes as Lessee may construct from time to time.

10.3 Assignment in Connection with Transmission Lines.

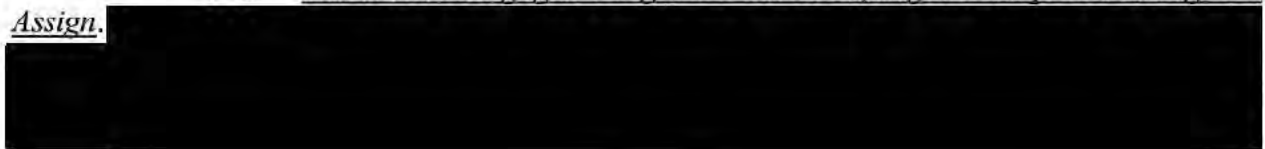


10.4 Term; Assignment. The term of the Transmission Easement shall expire upon expiration or termination of this Agreement, except that if Lessee grants a utility or other duly authorized entity any rights pursuant to Section 10.3, then the term of the Transmission Easement shall be perpetual. Lessee (and any Assignee) shall have the right, without need for Owner's consent, to assign or convey all or any portion of the Transmission Easement to an Assignee on an exclusive or nonexclusive basis. The Transmission Easement shall run with the Property and inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

11. Mortgagee Protection.



11.1 Leasehold Mortgage's Right to Possession, Right to Acquire and Right to Assign.



[Redacted]

11.2 *Notice of Default: Opportunity to Cure.*

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11.3 New Lease or Easement to Mortgagee. If this Agreement or a partial interest herein terminates because of Lessee's default or if any leasehold and/or easement estate is foreclosed, or if this Agreement or a partial interest herein is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Owner shall, upon written request from any Leasehold Mortgagee within 90 days after such event, enter into a new agreement ("New Lease") for the Property or portion thereof, on the following terms and conditions:

(a) The terms of the New Lease shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the term of this Agreement, subject to the same terms and conditions set forth in this Agreement as are applicable to such interest, as if this Agreement had not been terminated.

(b) The New Lease shall be executed within 30 days after receipt by Owner of written notice of the Leasehold Mortgagee's election to enter into a New Lease, provided such Leasehold Mortgagee: (i) pays to Owner all rent and other monetary charges payable by Lessee under the terms of this Agreement up to the date of execution of the New Lease, as if this Agreement or applicable interest therein had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Lessee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Leasehold Mortgagee within 120 days of the termination, foreclosure, rejection, or disaffirmance; and (iii) agrees in writing to perform, or cause to be performed within a reasonable period of time, all non-monetary obligations which have not been performed by Lessee and which should have been performed under this Agreement or the partial interest therein up to the date of commencement of the New Lease, except those obligations which constitute non-monetary defaults not susceptible to cure. Any New Lease granted to the Leasehold Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrances or other interest created by Owner.

(c) At the option of the Leasehold Mortgagee, the New Lease may be executed by a third party designated by such Leasehold Mortgagee, without the Leasehold Mortgagee assuming the burdens and obligations of Lessee thereunder.

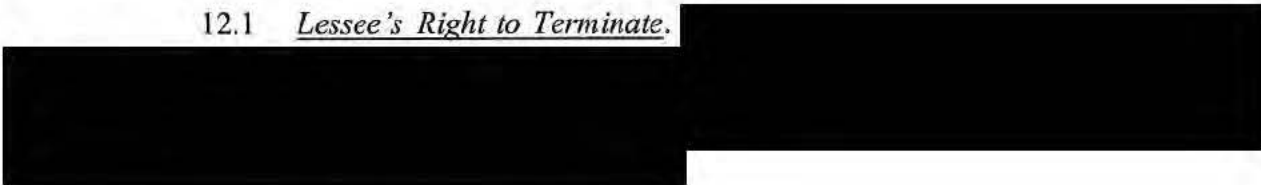
(d) The provisions of this Section 11.3 shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 11.3 were a separate and independent contract made by Owner, Lessee and such Leasehold Mortgagee, and, from the date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such New Lease, such Leasehold Mortgagee may use and enjoy said Property without hindrance by Owner or any person claiming by, through or under Owner, provided that all of the conditions for a New Lease as set forth herein are complied with.

11.4 Leasehold Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as there exists a Leasehold Mortgage, this Agreement shall not be modified or amended with respect to the interest in this Agreement encumbered by such Leasehold Mortgage and Owner shall not accept a surrender of the Property or any part thereof or a cancellation, termination or release of this Agreement from Lessee prior to expiration of the term without the prior written consent of any Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by such Leasehold Mortgagee.

11.5 Estoppel Certificates, Etc. Owner shall execute such (a) estoppel certificates (certifying as to such matters as Lessee may reasonably request, including, without limitation, that no default then exists under this Agreement, if such be the case); (b) consents to assignment, (c) non-disturbance agreements (respecting other property as to which Owner or its affiliates may have lease, use or other rights), and (d) documents reasonably required by a title insurance company, in each case as Lessee or any Assignee may reasonably request from time to time. Owner shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Lessee or any Assignee for the purpose of implementing the terms and conditions contained in this Agreement or of preserving a Leasehold Mortgagee's security interest, at no out-of-pocket cost to Owner. Notwithstanding any provision of this Agreement, the Parties agree that this Agreement shall not be modified or amended prior to expiration of the Term in a manner which would materially and adversely affect any Assignee without such Assignee's prior written consent. The previous sentence is for the express benefit of, and shall be enforceable by, each Assignee.

12. Default and Termination.

12.1 Lessee's Right to Terminate.



12.2 Owner's Right to Terminate.



[Redacted]

12.3 *Effect of Termination.*

[Redacted]

12.4 *Security for Removal.*

[Redacted]

13. Miscellaneous.

13.1 Force Majeure. If performance of this Agreement or of any obligation hereunder is prevented, or materially hindered by reason of an event of Force Majeure (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention or material hindrance. The affected Party shall use reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. “Force Majeure” means fire, earthquake, flood, drought, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; strikes or labor disputes; war, civil strife, sabotage, vandalism, or other violence; any law, order, proclamation, regulation, ordinance, action, demand, approval, delay, moratorium, permit or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of the Party claiming Force Majeure.

13.2 Confidentiality. Owner shall maintain in the strictest confidence, for the sole benefit of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee’s site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee or discovered by Owner, unless such information either (a) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents, or (b) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity, or (c) is required to be disclosed by a court or governmental agency; *provided however*, that Owner may disclose the financial terms of this Agreement to Owner’s family members; consultants, accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; prospective buyers of the Property; or lenders that may have a mortgage on the Property. Lessee shall maintain in confidence, and shall not publish or otherwise disclose, information pertaining to the financial terms of this Agreement except as necessary in connection with Lessee’s development, construction, operations or financing activities or in connection with any assignment. The provisions of this Section 13.2 shall survive the termination or expiration of this Agreement.

13.3 Successors and Assigns. This Agreement and any right, title or interest hereunder shall inure to the benefit of and be binding upon Owner and Lessee and, to the extent provided in any assignment or other transfer under Section 9, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Lessee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in this Agreement as to all or a portion of the Property and actually are exercising rights under this Agreement to the extent consistent with such interest. The Parties agree and intend that the provisions of this Agreement shall be covenants running with the land and that they touch and concern the land because they determine how the Parties will use the Property and its resources, including payment for those resources and use of the Property. The Parties further agree and intend that any conveyance, assignment, sale or other transfer of all or a portion of either Party’s rights or interests covered by and permitted under this Agreement shall include and be subject thereto because the provisions of this Agreement are covenants that run with the land. As covenants running with the land, the Parties intend that should either no longer share privity of estate with the other, its rights and obligations in this Agreement pass to the person or entity that shares privity of estate and assumes the role of Owner or Lessee. As a result, any Party who ceases to have privity of estate under this Agreement shall bear no liability or any obligation for the terms hereunder after the date on which privity ends. The privity of contract between the current Parties shall not

change this result because the Parties do not intend the use of identifiers like Owner or Lessee to bind those specific Parties upon any transfer, conveyance, assignment, sale or other transfer covered by and permitted under this Agreement.

13.4 *Notices.* All notices, requests and other communications required or permitted by this Agreement shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, certified, and addressed as follows:

If to Owner:

Kimberly L. Millay, Trustee
3530 Guston Rd.
Guston, KY 40142

Telephone:
Email:

If to Lessee:

OSER LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attn: General Counsel



If to any Assignee:

At the address indicated in the notice to Owner provided under Section 9.1.

Payments to Owner shall be mailed to Owner's address above and made out to Owner, unless Owner directs Lessee otherwise in writing. For the purpose of notices to be given by Owner, Owner designates the person to whom notices are given hereunder as its primary contact, and Lessee shall be entitled to rely on any notices given by such individual in writing as if given in writing by all of the persons or entities constituting Owner. Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph. Any notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such notice is only mailed by certified mail, in which case it shall be deemed to be received five business days after the date it is mailed.

13.5 *Entire Agreement; Amendments.* This Agreement constitutes the entire agreement between Owner and Lessee respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

13.6 *Legal Matters.* This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state or federal courts located in Louisville, Kentucky. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of**

action arising out of this Agreement shall be to the Court. In no event shall either Party be liable under this Agreement for consequential, punitive, special, incidental or indirect damages.

13.7 Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the Term of this Agreement, the Construction Easement, the Transmission Easement or the Access Easement be longer than, respectively, the longest period permitted by applicable law.

13.8 No Partnership. Neither the provisions of this Agreement, nor the provisions of any other agreements referenced herein, nor any acts of the Parties, nor any other circumstances shall be deemed to create a partnership or joint venture between the Parties with respect to the Property or the Solar Facilities for any purposes whatsoever. Each Party shall, in connection with this Agreement, the Property, or the Solar Facilities, take reasonable steps in dealing with third parties to negate any inference that such partnership or joint venture exists.

13.9 Memorandum. Neither Owner nor Lessee shall record this Agreement in its entirety. The Parties agree that a Memorandum of Lease shall be recorded in the real property records of the County where the Property is located ("Real Property Records") at Lessee's expense, in a form reasonably acceptable to both Parties, which form shall not contain any of the financial provisions hereof. In the event of any inaccuracy in Exhibit A, Lessee may correct such inaccuracy in order to accomplish the intent of Lessee and Owner.

13.10 Tax and Renewable Energy Credits. If under applicable law, the holder of a lease becomes ineligible for any tax credit, renewable energy credit, environmental credit or any other benefit or incentive for renewable or low carbon energy established by any local, state or federal government, then, at Lessee's option, Owner and Lessee shall exercise good faith and negotiate an amendment to this Agreement or replace it with a different instrument so as to convert Lessee's interest in the Property to a substantially similar interest that makes Lessee eligible for such credit, benefit or incentive.

13.11 Further Assurances. From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments, documents and actions specifically provided for herein, as such other Party may reasonably request in order to effectuate the provisions of this Agreement, consummate the transactions contemplated herein, or confirm or perfect any right, restriction or interest to be created or transferred hereunder or pursuant to these transactions.

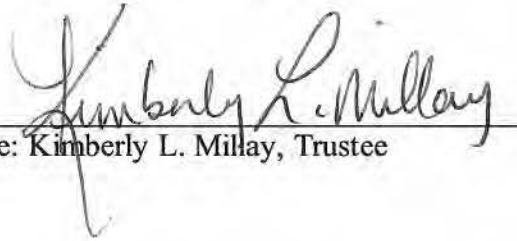
13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[Signatures to follow on next page.]

IN WITNESS WHEREOF, Owner and Lessee, individually or through duly authorized representatives, hereby execute this Agreement and certify that they have read, understand and agree to the terms and conditions of this Agreement.

“Owner”

The Kimberly L. Millay Trust Under Trust Agreement Dated February 13, 2017

By: 
Name: Kimberly L. Millay, Trustee

[Signatures continued on following page.]

“Lessee”

**OSER LLC,
a Delaware limited liability company**


By: 
Name: Michael Haas
Title: President

EXHIBIT A

Legal Description of the Property

ALL THAT CERTAIN real estate lying and being situated in Meade County, Kentucky, being more particularly bounded and described as follows:

Real Property Tax Parcel No. 079-00-00-026.11 (11.88 acres)

Being Lots # 8, 9, 11, 12, 13 & 14 of Valley View Estates, a Plat and Plan of said subdivision of record in Plat Book 4, Page 83, Office of the Meade County Clerk.

HOWEVER EXCEPTED OUT OF THE ABOVE IS A PARCEL OF LAND CONVEYED TO K-P INVESTMENTS, INC. BY DEED DATED OCTOBER 5, 1993 OF RECORD IN DEED BOOK 384, PAGE 120, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

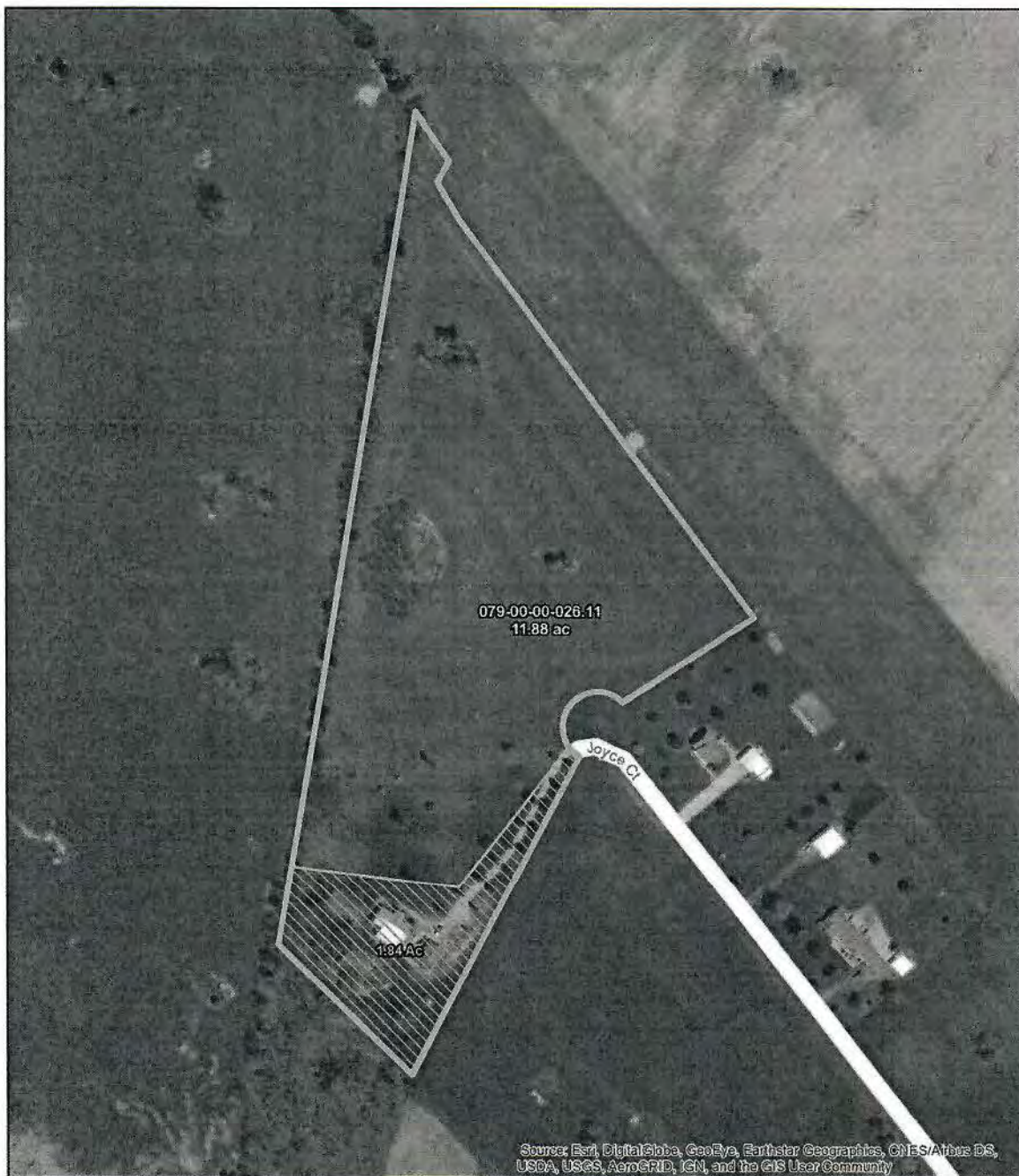
Being Lot #10 of Valley View Estates and a portion of Lot #9 described as follows: Beginning at a post at southwest corner of Tract #9 and Southeast corner of tract 10, also being the northeast corner of C. Fackler and northwest corner of Ken Heavrin; thence N 46° 20' 37" 21 feet to point; thence S 83° E 21.6 feet to post in Ken Heavrin line; thence S 26° 07' 08" 12 feet to point of beginning. A plat and plan of said subdivision of record in Plat Book 4, page 83, Office of the Meade County Clerk.

BEING the same property described by Deed dated May 3, 2010, and recorded in Deed Book 562, Page 619 in the office aforesaid.

(In the event of any inaccuracies or insufficiencies in the above legal description, Lessee may modify this Exhibit A to correct such inaccuracies or insufficiencies)



EXHIBIT A-1

Map of Property and Excluded Area



1 inch = 200 feet
0 100 200 Feet

**Exhibit A-1 - Kimberly Lynn Millay;
KY-MEA1-226**

 No Facilities Area - 1.84 Ac
 Property - 11.88 Ac

**Meade Co., KY
4/11/2020**



EXHIBIT B

Purchase and Sale of Control Property

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

LEASE AGREEMENT
(#KY-MEA1-226)

This Lease Agreement (this "Agreement") is made, dated and effective as of May 6, 2020 (the "Effective Date"), between **Kimberly L. Millay, as Trustee of the Kimberly L. Millay Trust Under Trust Agreement Dated February 13, 2017** ("Owner"), and **OSER LLC, a Delaware limited liability company** (together with its transferees, successors and assigns, "Lessee"), and in connection herewith, Owner and Lessee agree, covenant and contract as set forth in this Agreement. Owner and Lessee are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

Owner and Lessee entered into a solar lease agreement in the form of a letter agreement (the "Letter Agreement") dated July 7, 2017 (the "Letter Agreement Effective Date"). Owner and Lessee now wish to amend and restate the Letter Agreement on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Lease. Owner hereby leases to Lessee the real property of Owner consisting of approximately 11.88 acres (which includes 1.84 acres identified as an Excluded Area [defined in Section 4.5 below]) located in Meade County, Kentucky, and legally described on Exhibit A attached hereto and incorporated herein by reference. Such lease ("Lease") includes the right to access and utilize all radiant energy emitted from the sun upon, over and across the real property ("Solar Energy"), and any easements, rights-of-way, and other rights and benefits relating or appurtenant to such real property (collectively, the "Property"). In the event of inaccuracies or insufficiencies in the legal description in Exhibit A, Lessee may modify the Exhibit to correct the inaccuracies or insufficiencies, and shall notify Owner of such modification.

2. Purpose. Lessee shall have the exclusive right to use the Property and the unobstructed flow of Solar Energy upon, over and across the Property for electric power, heat and/or steam generation purposes ("Solar Energy Purposes") and to derive all profits therefrom. For purposes of this Agreement, Solar Energy Purposes include, without limitation, the right to convert the Solar Energy into electrical energy and to collect and transmit the electrical energy so converted, together with any and all activities related thereto, including, without limitation, (a) determining the feasibility of Solar Energy conversion and power generation on the Property, including studies of the Solar Energy emitted upon, over and across the Property (through the installation of Solar Energy measurement equipment or otherwise) and other meteorological, archeological and environmental studies, land surveys and due diligence activities; (b) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining, refurbishing and operating, Solar Energy collection and electrical generating equipment of all types including, without limitation, any such equipment utilizing photovoltaic and/or solar thermal technology (collectively referred to herein as "Solar Generating Equipment"), overhead and underground electrical transmission and communications lines, electric inverters, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with Solar Generating Equipment, roads and gates, meteorological stations and Solar Energy measurement equipment, control buildings, maintenance yards, and related facilities and equipment (the Solar Generating Equipment together with all of the other foregoing facilities, equipment and improvements, collectively "Solar Facilities") on the Property; and (c) undertaking any other activities, whether accomplished by Lessee or a third party

authorized by Lessee, that Lessee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. Solar Facilities on the Property may be operated in conjunction with Solar Facilities installed on other nearby properties that are part of the same solar energy project (collectively, the “Project”). Lessee and its consultants may enter the Property, upon reasonable advance notice, to do work related to development of Solar Facilities. Subject to Owner’s rights to use the Property in any manner consistent with Section 8.2, Lessee shall have the right to control and restrict access onto and over the Property and exclude others (other than any parties with preexisting easement rights) as it deems necessary or appropriate for safety and security reasons.

3. Term.

3.1 Term. The initial term of this Agreement (“Initial Term”) commenced upon the Letter Agreement Effective Date and will continue until the later of (a) the 30th anniversary of the first day of the month following the month in which Solar Facilities in a Project commence operation by delivering commercial quantities of electricity to the electric utility grid (the “Commercial Operation Date”), or (b) 37 years after the Letter Agreement Effective Date. Lessee may elect to extend the Initial Term for one additional 10-year term commencing on the last day of the Initial Term, upon at least 90 days’ notice to Owner. The Initial Term plus either or both of such additional 10-year terms are called the “Term.” If the Start of Construction (as defined in Section 3.2) has not occurred prior to the seventh anniversary of the Letter Agreement Effective Date, Owner may terminate this Agreement by notice to Lessee within 60 days of such anniversary.

3.2 Project Sites. Within thirty (30) days after the date that any of the racking that will support Solar Generating Equipment is installed (“Start of Construction”) in the Project, Lessee shall designate the portion of the Property on which Solar Facilities are being constructed as part of such Project (a “Project Site”). Lessee shall designate a new Project Site each time it constructs new Solar Facilities on the Property.

3.3 Delay in Use. Except as specifically provided in this Agreement, no delay of Lessee in the use or enjoyment of any leasehold, easement or other right in this Agreement will result in the loss or abandonment of any right, title interest or estate granted herein.

4. Payments.

4.1 Rent.

[REDACTED]

(a) Initial Rent.

[REDACTED]

[Redacted]

(b) Operational Rent.

[Redacted]

[Redacted]

4.2 Inflation Adjustment.

[Redacted]

4.3 Overhead Power Lines, Underground Collection Lines, Roads.

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

4.4 Substation, Switchyard, etc.

[REDACTED]

4.5 Excluded Area. Owner has requested that no Solar Facilities be installed in certain areas of the Property, and such areas are shown on the map attached as Exhibit A-1 as the No Facilities Area (the "Excluded Area"). The acreage referenced throughout this Section 4 will not include the acreage of the Excluded Area.

4.6 Conservation Reserve Program.


[REDACTED]

5. Ownership of Solar Facilities. Owner shall have no ownership or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Lessee may remove any or all Solar Facilities at any time. Except for payments of Rent described in Section 4, Owner shall not be entitled to any other payments or benefits accrued by or from the Solar Facilities, including renewable energy credits, environmental credits or investment or other tax credits.

6. Taxes.

6.1 Lessee and Owner.

[REDACTED]



6.2 Tax Bills. Lessee shall have the right, but not the obligation, to seek to have its leasehold estate separately assessed to Lessee for real estate ad valorem tax purposes as well as personal property tax purposes, and Owner and Lessee agree jointly to use commercially reasonable efforts to cause the County tax assessor to issue separate property tax bills to Owner and Lessee. It is a condition to Owner's right to payment or reimbursement hereunder that Owner submit Owner's real property tax bill to Lessee no later than 15 days prior to the due date for such taxes. If Owner fails to pay for its share of real property taxes, Lessee shall have the right to pay such amounts on Owner's behalf and to offset any amounts so paid by Lessee against all or any of the Rent payments next payable by Lessee under this Agreement.

6.3 Contest. Lessee may contest the assessed value of the Solar Facilities and the legal validity and amount of any such taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers reasonable or necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. Owner shall submit to Lessee a copy of all notices and other correspondence Owner receives from any taxing authorities regarding the assessed value of the Property and/or the Solar Facilities within 30 days after Owner receives same, but in no event later than 30 days prior to the date an objection to such assessment or taxes must be filed. Owner agrees to provide to Lessee all reasonable assistance in contesting the validity or amount of any such taxes, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, but at no out-of-pocket cost to Owner. In the event the taxing authorities provide a separate assessment and tax statement for the portion of the real property taxes levied against or allocated to the Solar Facilities, Lessee agrees to pay such real property taxes directly to the taxing authorities.

6.4 Indemnity – Real Property Taxes. OWNER AND LESSEE EACH AGREES TO INDEMNIFY AND HOLD EACH OTHER HARMLESS FROM ANY LIABILITY, COST OR EXPENSES, PAID BY IT OR FOR WHICH IT IS LIABLE, IF SUCH PARTY SHOULD FAIL TO PAY ITS PORTION OF REAL PROPERTY TAXES IN ACCORDANCE WITH THIS AGREEMENT.

7. Lessee's Representations, Warranties, and Covenants. Lessee hereby represents, warrants, and covenants to Owner that:

7.1 Siting. Lessee shall provide Owner with a survey of each Project Site, including the exact acreage thereof, within 90 days of the Commercial Operation Date of the Project. Owner hereby grants Lessee the right to record a notice of final description ("Notice of Final Description") to reflect the boundaries of each Project Site, or at Lessee's election to record or re-record one or more Memorandums of Lease in the county's Real Property Records (as described in Section 13.9 below) and attach the legal description of each Project Site to the

appropriate Memorandum of Lease. Lessee shall make all siting decisions as to Solar Facilities in its sole discretion. If Lessee builds Solar Facilities on part of the Property, then Lessee will make commercially reasonable efforts not to interfere with Owner's agricultural activities on the rest of the Property, as set forth in Section 7.6.

7.2 Insurance. Lessee shall, at its expense, maintain liability insurance insuring Lessee and Owner against loss caused by Lessee's use of the Property under this Agreement, or else Lessee shall self-insure and assume the risk of loss for general liability exposures that would have been covered by the policy, to the extent Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). The amount of such insurance shall be not less than \$1 million of combined single limit liability coverage before the Start of Construction and not less than \$5 million of combined single limit liability coverage after the Start of Construction. Under such policy, Owner will be named as an additional insured with respect to operations or activities of Lessee but only to the extent Owner is held liable for damage and injuries caused by such operation or activities for which Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). No coverage is provided for liability arising out of Owner's own negligence or misconduct. Certificates of such insurance, or evidence of self-insurance reasonably acceptable to Owner, shall be provided to Owner upon request.

7.3 Mutual Indemnities.

(a) Lessee's Indemnity. Lessee will indemnify, defend and hold harmless Owner and Owner's shareholders, directors, successors, assigns, personal representatives, trustees, mortgagees, employees and agents (collectively, "Owner's Indemnified Parties") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by the operations or activities of Lessee or its employees, contractors or agents. The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and the like that may result from Owner's loss of use of the Project Site or any other portion of the Property occupied by Solar Facilities. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Owner or any of Owner's Indemnified Parties or any party other than Lessee or its employees, contractors or agents.

(b) Owner's Indemnity. Owner will indemnify, defend and hold harmless Lessee and Lessee's members, shareholders, directors, successors, assigns, affiliates, personal representatives, trustees, mortgagees, employees and agents (collectively, "Lessee's Indemnified Parties") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by (i) any negligent act or failure to act by Owner, guest or invitee, or (ii) any breach of this Agreement by Owner. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Lessee or any of Lessee's Indemnified Parties or any party other than Owner or its employees, contractors or agents.

7.4 Requirements of Governmental Agencies. Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any

governmental agency applicable to the construction and operation of the Solar Facilities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Property, Project Site or Solar Facilities of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall cooperate in every reasonable way in such contest, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, at no out-of-pocket expense to Owner. Any such contest or proceeding shall be controlled and directed by Lessee, but Lessee shall indemnify Owner from Lessee's failure to observe or comply with the contested law, ordinance, statute, order, regulation or property assessment.

7.5 Construction Liens. Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property in connection with Lessee's use of the Property. Lessee may contest any such lien and the legal validity and amount of any such lien; *provided, however*, that if Lessee elects to contest any such lien, Lessee shall, within 60 days after it receives notice of the filing of such lien, either bond around such lien or establish appropriate reserves therefor, or otherwise remove such lien from the Property pursuant to applicable law.

7.6 Lessee Non-Interference with Agricultural Activities. In the construction and operation of its Solar Facilities, Lessee will make commercially reasonable efforts not to interfere with Owner's agricultural activities on the rest of the Property. To facilitate communication, Lessee and Owner will each designate a single point of contact with the other Party.


(a) Construction and Siting. Lessee will consult with Owner (or, at Owner's request, with Owner's then-current tenant) prior to the Start of Construction to describe Lessee's plan and schedule for construction on the Property. As part of the consultation, Lessee will present a preliminary site map showing the Project Site and any new roads, overhead transmission lines, electric substation or switchyard, or operations and maintenance building proposed to be located on the Property outside of the Project Site pursuant to Section 8.6 or Section 10.1 (the "Related Facilities"), and solicit Owner's advice and input, before finalizing the site design. Lessee will also discuss with Owner the measures Lessee will take during construction to minimize conflicts between Lessee's construction activities and Owner's ongoing agricultural operations.

(b) Soil Restoration; Compaction; Weed Control. Outside of the Project Site, Lessee shall use commercially reasonable efforts to minimize any damage to and disturbance of growing crops and crop land caused by its construction activities and will work with Owner to minimize areas of potential soil compaction. Lessee shall not remove topsoil from the Property, and shall replace removed topsoil to the location from which it was removed to the extent practicable, or such other location on the Property as may be reasonably requested by Owner. Upon completion of construction on the Property, Lessee will restore the soil surface on any portion of the Property disturbed by Lessee that is outside of the Project Site or the boundaries of any Related Facilities. In addition, if such disturbed area was in pasture prior to construction, Lessee will re-plant native or similar grass seed on such portion of the Property. If Lessee causes compaction of any previously cultivated part of the Property located outside of the Project Site or the boundaries of any Related Facilities, Lessee will "rip" such portion of the Property in at least three passes to a depth of at least 18 inches. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to control weeds within the Project Site, the portions of the Property where

Related Facilities have been installed, and in areas disturbed by Lessee's construction on the Property. Owner may spray to control weeds up to the edge of the Project Site. Lessee acknowledges Owner's desire to pasture sheep within a Project Site and following the Commercial Operation Date Lessee agrees to consider such a proposal, with such proposal to be accepted or rejected in Lessee's sole discretion.

(c) Underground Lines and Drainage Tiles. During construction on the Property, Lessee will promptly repair any damage to underground drainage tiles or waterways caused by the construction activities of Lessee, and such repairs will be done by a qualified professional. Lessee shall have a continuing obligation to effect repairs to drainage tiles for any damage provided that such damage is related to the construction activities of Lessee. Once Owner has provided Lessee with written acceptance of the drainage repairs, Lessee shall be relieved of any obligation to effect further repairs unless Lessee causes new damage to drainage tiles or waterways.

(d) Crop Damage.



(e) Gates and Fences. If Owner's Property is fenced, all of Lessee's newly constructed access roads located on the Property shall be gated by Lessee at Lessee's expense, and Owner shall be furnished with keys or other ability to open and close such exterior gates. Lessee shall maintain such gates as part of the Solar Facilities. When installing a gate within Owner's existing fence, Lessee will make such fence cuts, braces, and repairs that will be permanent and remain functional for the remaining life of the fence of which they are part; alternatively, Owner may require Lessee to install a cattle guard in lieu of any internal gate. When accessing the Property, Lessee will close gates used by its personnel except when open to permit the passage of vehicular traffic, so that Owner's or Owner's tenant's livestock do not stray or escape through such gates. Additionally, Owner authorizes Lessee, at Lessee's sole expense, to take reasonable safety and security measures to reduce the risk of damage to Solar Facilities or the risk that Solar Facilities will cause damage, injury or death to people, livestock, other animals and property, including fencing around the Project Site and the perimeter of any electric substation or switchyard, operations or maintenance building, or (during periods of construction) laydown area located outside of the Project Site, as Lessee may deem necessary or appropriate to secure or enclose the same.

(f) Roads. To minimize erosion caused by Lessee's construction of roads on the Property and facilitate natural drainage, Lessee will seek Owner's advice on the design and location of such roads. Lessee will incorporate Owner's advice into the final road design to the extent such advice does not substantially increase construction costs over a design based on good engineering practice, as determined by Lessee in its reasonable judgment. During construction, Lessee will keep Owner's existing site roads used by Lessee in good repair. After the Commercial Operation Date, Lessee will maintain roads used by Lessee on the Property outside of the Project Site to the extent necessary for Lessee's continued use, as reasonably determined by Lessee, and will use commercially reasonable efforts to minimize erosion caused by Lessee's road use. The crown of new roads located in any previously cultivated portion of the Property will be kept to a minimum. Lessee will ensure there is an adequate crossing point for agricultural vehicles over any new roads. New roads used during construction but not required for operations will be reclaimed. If the installation of Solar Facilities re-routes the natural drainage, causing drainage problems on the Property, Lessee will use commercially reasonable efforts to correct such problems.

(g) Resources. Lessee may use caliche, gravel and water from the Property, so long as Lessee pays Owner the then current market price, excluding cost of transportation.

(h) Animals. Lessee's employees shall not bring animals onto the Property at any time.

(i) Keeping the Property Clean. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to keep the Property neat and clean (free from debris and waste), and shall remove all refuse, litter and debris created by Lessee and its invitees, licensees, agents and contractors from the Property.

(j) Livestock. Lessee will use commercially reasonable efforts to minimize any interference with Owner's livestock operation.

(k) Timber Property. If Lessee builds Solar Facilities on the Property, Lessee may clear timber from the Property as needed for construction and operation of the Solar Facilities. Lessee will give Owner sixty (60) days' written notice before clearing timber from the Property, following which Lessee will clear the timber and set it aside on the Property. Owner will be responsible for the prompt removal of the cut timber within 45 days after the timber has been cut, and if timely removed, Owner shall retain its full value.

7.7 Hazardous Materials. Lessee shall not violate, and shall indemnify Owner against any liability and expense arising from violation by Lessee of, any federal, state, or local law, ordinance, or regulation promulgated thereunder ("Environmental Laws") relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials in, on or under the Property. This provision shall survive termination of this Agreement. For purposes of this Agreement, "Hazardous Materials" means any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property.

7.8 Noise, Glare and Shadow. Lessee shall have the right in connection with the construction, use and operation of Solar Facilities to emit or cause the emission of noise, to impact Owner's views of and from the Property, and to allow or permit the Solar Facilities to cast

shadows and to create, cause and emit glare or shadow onto the Property and adjacent properties, and similar field effects. OWNER, FOR ITSELF AND ON BEHALF OF ITS SUCCESSORS AND ASSIGNS, HEREBY ACCEPTS SUCH EFFECTS, WAIVES ANY RIGHT TO OBJECT TO SUCH EFFECTS AND RELEASES LESSEE FROM ANY CLAIMS, DAMAGES, LIABILITIES OR LOSSES OWNER MAY INCUR THEREFROM.

8. Owner's Representations, Warranties, and Covenants. Owner hereby represents, warrants, and covenants as follows:

8.1 Owner's Authority. Owner is the sole owner of the Property and holds fee simple title to the surface estate of the Property. Owner has the unrestricted right and authority and has taken all necessary action to authorize Owner to execute this Agreement and to grant to Lessee the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so and all persons having any ownership interest in the Property (including spouses) are signing this Agreement. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner and the Property in accordance with its terms. Without limiting the foregoing, if a title search shows that the holders of fee simple title to the Property are different from the persons who signed this Agreement as Owner, the persons who signed this Agreement as Owner shall immediately cause all of the holders of fee simple title to the Property to execute an amendment to this Agreement pursuant to which all of such holders of fee simple title to the Property agree to and ratify this Agreement, all at no cost to Lessee.

8.2 Restrictive Covenant - No Interference. Lessee shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance, or operation of Solar Facilities, whether located on the Property or elsewhere; access over the Property to such Solar Facilities; Lessee's rights granted hereunder to use the Property for any other Solar Energy Purposes; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, (a) the activities of Owner shall not disturb or interfere with the unobstructed flow of Solar Energy upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing permanent or temporary buildings, barns, silos or other structures or facilities (collectively, "Owner's Structures") closer than five (5) times the height of any such Owner's Structure from any Solar Generating Equipment of Lessee, whether located on the Property or elsewhere, and (b) Owner shall not engage in any other activity on the Property or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Solar Facilities. The area of land to remain unobstructed by Owner will consist horizontally of the entire Property, and vertically all space located above the surface of the Property. If Lessee builds Solar Facilities on only a portion of the Property, Owner may use the rest of the Property in any manner that complies with the foregoing. In addition, Owner represents that it is not aware of any pending or threatened lawsuits or government actions that might interfere with the construction or operation of Solar Facilities on the Property, or any delinquent taxes affecting the Property.

8.3 Water Rights. Owner shall retain its water rights and the ability to physically remove and contractually sell the water from existing wells on the site, provided that (a) Owner's exercise of its water rights shall not interfere with the construction, installation, maintenance, or operation of Solar Facilities, or access over the Property to such Solar Facilities, or Lessee's rights hereunder to use the Property for any other Solar Energy Purposes; and (b) Lessee shall be entitled to consume water from the Property for both onsite and offsite Solar Energy Purposes if it pays

Owner then-current market rates (excluding cost of transportation) or purchases water directly from the local water authority.

8.4 *Liens and Tenants.* Except as disclosed by Owner in writing to Lessee on or prior to the Effective Date, Owner represents that there are no liens, encumbrances, leases, easements, mortgages, deeds of trust, security interests, mineral or gas and gas rights, options, sale contracts, claims, disputes or other exceptions to Owner's fee title ownership of the Property or to Owner's right, title or interest in the Property (collectively, "Liens"), which are not recorded in the public records of the County in which the Property is located. Lienholders (including tenants), whether or not their Liens are recorded, shall be Owner's responsibility, and Owner shall fully cooperate and assist Lessee in obtaining a non-disturbance agreement from each party that holds a Lien that Lessee determines in its discretion might interfere with Lessee's rights under this Agreement. A non-disturbance agreement is an agreement between Lessee and a lienholder which provides that the lienholder shall not disturb Lessee's possession or rights under this Agreement or terminate this Agreement so long as Owner is not entitled to terminate this Agreement under the provisions hereof. If Owner is unable to obtain any such non-disturbance agreement from a lienholder that holds a mortgage, deed of trust, tax lien or other Lien that is senior to this Agreement (if any), Lessee shall be entitled (but not obligated) to make payments in fulfillment of Owner's obligations to the lienholder and may offset the amount of such payments from amounts due Owner under this Agreement. Owner represents that Owner is not aware of any delinquent taxes affecting the Property.

8.5 *Requirements of Governmental Agencies.* Owner shall assist and fully cooperate with Lessee, at no out-of-pocket expense to Owner, in complying with or obtaining any land use or siting permits and approvals, property tax abatements, building permits, environmental impact reviews, or any other approvals required for the financing, construction, installation, monitoring, replacement, relocation, maintenance, operation or removal of Solar Facilities (whether located on the Property or elsewhere), including execution of applications for such approvals if required. In connection with any applications for such approvals, Owner agrees at Lessee's request to support such application (at no out-of-pocket expense to Owner) at any administrative, judicial or legislative level, including participating in any appeals or regulatory proceedings. If Owner is contacted directly by any governmental agency about this Agreement, any Solar Facilities or the Property, Owner shall notify Lessee. To the extent permitted by law, Owner hereby waives any setbacks or other restrictions on the location of any Solar Facilities to be installed on the Property or on adjacent properties, including but not limited to waiver of all property line setbacks, pursuant to state or county rules, regulations or ordinances (that is, Owner approves a reduction of each such setback to zero), and Owner shall cooperate with Lessee in providing documentation of such setback waivers and shall execute any documents reasonably requested by Lessee to evidence Owner's waiver of such setbacks.

8.6 *Access.* Owner hereby grants to Lessee the right of ingress to and egress from Solar Facilities (whether located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time ("Access Easement"). The Access Easement shall include the right to improve existing roads and lanes, shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Access Easement shall expire upon termination or expiration of this Agreement.

8.7 Construction Easement. Owner grants Lessee an easement in, over and across the Property ("Construction Easement") which may be utilized on a temporary basis for access, construction laydown or other purposes to facilitate the construction, maintenance or repair of Solar Facilities (whether located on the Property or nearby properties) during any time that Lessee is conducting such work. Lessee shall have the right, at its sole expense, to (a) remove any existing trees, shrubs, vegetation, structures or improvements located on a Project Site or the site of Related Facilities that might interfere with construction or operation of Solar Facilities; and (b) change the grade of any part of the Property used as a Project Site, to the extent necessary to construct Solar Facilities, as determined by Lessee. Lessee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying outside of the Project Site during construction. Lessee will comply with Section 7.6 with respect to damage caused by Lessee's use of the Construction Easement. The Construction Easement shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Construction Easement shall expire upon the termination or expiration of this Agreement.

8.8 Mineral Development. This Agreement is subject to any and all existing mineral reservations and mineral leases granted by Owner or its predecessors-in-interest, which cover some or all of the Property as of the Effective Date. In order to permit the simultaneous use of the Property for Solar Energy Purposes and mineral resource development, Owner and Lessee agree to work cooperatively together to ensure that Owner can benefit from the exploitation of the mineral resources on or under the Property and Lessee can undertake development of Solar Energy projects with reasonable certainty that the exploitation of the mineral resources will not interfere with or adversely affect the Solar Energy projects or unobstructed access to sunlight on the Property. Thus, prior to the issuance of any new mineral lease or to a sale or exchange of minerals under the Property during the Term, Owner will advise and consult with Lessee regarding each such proposed transaction and include in any new lease or sale or exchange documentation, as applicable, a requirement that the buyer, lessee or other party to the minerals transaction waive and release during the Term, any and all rights to enter upon, utilize or disturb the surface area of the Property for any reason whatsoever, including, without limitation, the exploration, drilling or mining of such oil, gas or other minerals; *provided, however*, that foregoing waiver and release shall not preclude the exploration, mining, development, extraction and production of oil, gas, sulphur or other minerals from or under the Property (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) by means of directional or horizontal drilling or utilized or pooled operations with the well and all surface equipment located off the Property, without, in either case, any well bore or mine shaft penetrating any depth beneath the Property above the subsurface depth of five hundred feet (500') feet nor shall such well bore or mine shaft impair the subjacent support of the Property or of any improvements now or hereafter situated on the Property. In addition, upon written request from Lessee, Owner shall (i) cooperate with Lessee in requesting a separate nondisturbance agreement from any existing mineral interest lessee or owner on terms reasonably acceptable to Lessee, and (ii) enforce any rights Owner may have against any such mineral interest lessee or owner in order to provide reasonable accommodation for Lessee to exercise its rights under this Agreement.

8.9 Hazardous Materials.

(a) Owner shall not violate, and shall indemnify Lessee against any such violation of, any Environmental Laws in, on or under the Property. Owner shall promptly notify

Lessee of any such violation. This provision shall survive expiration or termination of this Agreement.

(b) To the best of Owner's knowledge, the Property, including, but not limited to, all improvements, facilities, structures and equipment thereon, and the soil and groundwater thereunder, is not in material violation of any Environmental Laws. No release or threatened release of any Hazardous Material has occurred, or is occurring, at, on, under, from or to the Property, and no Hazardous Material is present in, on, under or about, or migrating to or from the Property that could give rise to a claim under Environmental Laws. Neither Owner nor, to the best of Owner's knowledge, any third party has used, generated, manufactured, produced, stored or disposed of on, under or about the Property, or transported to or from the Property any Hazardous Materials in violation of Environmental Laws or in such a manner as to require investigation or remediation of such Hazardous Materials. To Owner's knowledge, there are no storage or other tanks or containers, or wells or other improvements, below the surface of the Property, nor have any storage or other tanks or containers, or wells or other improvements ever previously been located below the surface of the Property. Owner shall be responsible for and/or shall indemnify Lessee for any liability arising out of a violation of any Environmental Laws in, on or under the Property that may exist (whether known or unknown) as of the Effective Date.

8.10 Non-exclusive Grant of Rights. Owner hereby grants Lessee a non-exclusive right, privilege, license and easement covering all of the following:

(a) Any and all easements, rights-of-way, rights of entry, hereditaments, privileges and appurtenances benefiting, belonging to or inuring to the benefit of Owner and pertaining to the Property.

(b) Any and all right, title and interest of Owner in and to any land in the bed of any street, road, avenue or alley (open, proposed or closed) in front of or adjoining the Property and any and all right, title and interest of Owner, in and to any rights-of-way, rights of ingress or egress, or other interests in, on, or to any land, highway, street, road, avenue or alley (open, proposed or closed) in, on, or across, in front of, abutting, or adjoining the Property.

(c) Any and all right, title and interest of Owner, in and to any strips or gores of land adjacent or contiguous to the Property, whether those lands are owned or claimed by deed, limitations, or otherwise.

8.11 Hunting. For safety reasons, hunting is prohibited on the Property after the Start of Construction.

9. Assignment.

9.1 Assignments by Lessee. Lessee and any Assignee (as hereinafter defined) shall have the right, without obtaining the consent of Owner, to do any of the following with respect to all or any portion of its right, title and/or interest in and to this Agreement, the Lease, the Property, any Project Site and/or any Solar Facilities: (a) grant subleases, separate easements, co-easements, subeasements, licenses or similar rights (however denominated) to one or more Assignees, (b) collaterally assign, mortgage, encumber, pledge or transfer all or any portion of its right, title or interest therein to one or more parties providing financing to Lessee, and/or (c) sell, lease, assign, transfer or otherwise convey all or any portion of its right, title or interest therein to

one or more Assignees. Lessee or an Assignee that has assigned an interest hereunder will give notice of such assignment (including the address of the assignee thereof for notice purposes) to Owner, *provided* that failure to give such notice shall not constitute a default under this Agreement but rather shall only have the effect of not binding Owner with respect to such assignment until such notice shall have been given. For purposes of this paragraph, an “Assignee” is any of the following: (i) any one or more parties involved in the development, financing or refinancing of any Solar Facilities, including, without limitation, any lender to or investor in, or purchaser or lessee of, Solar Facilities; (ii) any one or more parties involved in financing or refinancing the development of any Solar Facilities; or any purchaser or owner of Solar Facilities; (iii) a corporation, partnership or limited liability company now existing or hereafter organized (including Lessee) in which Lessee or any of its owners, or any affiliate or partner of either, owns (directly or indirectly) a controlling interest at the time of assignment; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation, partnership or limited liability company; or (v) a corporation, partnership, limited liability company, or other entity that acquires all or substantially all of Lessee’s business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means.

9.2 Assignee Obligations. No Assignee shall have any obligation or liability under this Agreement prior to the time that such Assignee takes actual physical possession of the Property. An Assignee shall be liable to perform obligations under this Agreement only for and during the period such Assignee is in possession of the Property. Any assignment permitted hereunder shall release the assignor from assigned liabilities of Lessee under this Agreement when the Assignee agrees in writing to perform the assigned obligations, if such Assignee either (a) is at least as creditworthy as the assignor at the time of the assignment, or (b) owns or holds, or will own or hold, a majority or controlling interest, directly or indirectly, in any Solar Facilities including Solar Generating Equipment located on the Property.

9.3 Right to Cure Defaults. To prevent termination of this Agreement or any partial interest therein, Lessee (or any Assignee) shall have the right, but not the obligation, at any time prior to the termination, to pay any or all amounts due hereunder, and to do any other act or thing required of any Assignee or Lessee hereunder or necessary to prevent the termination of this Agreement or any partial interest therein. A default of the holder of a partial interest in this Agreement will not be considered a default by the holder of any other partial interest in this Agreement, and the non-defaulting holder’s partial interest shall not be disturbed. If Lessee or an Assignee holds an interest in less than all of this Agreement, the Property or the Solar Facilities, any default under this Agreement shall be deemed remedied, as to Lessee’s or such Assignee’s partial interest, and Owner shall not disturb such partial interest, if Lessee or the Assignee, as the case may be, shall have cured its *pro rata* portion of the default by paying the fees attributable to the Solar Facilities or the Project Site in which Lessee or the Assignee, as the case may be, holds an interest.

9.4 Separability. Lessee may use the Property in connection with one or more Project Sites of associated Solar Facilities constructed, installed and/or operated on the Property and/or on other lands in the general vicinity of the Property by or on behalf of Lessee or an affiliate or Assignee(s) thereof as an integrated energy generating and delivery system. If Lessee elects to use the Property for two or more Project Sites, then Owner shall, within 20 days after request from Lessee, and without demanding any additional consideration, bifurcate this Agreement and the Lease by entering into and delivering to Lessee two or more independent new lease agreements (which shall supersede and replace this Agreement) that provide Lessee with separate leasehold

estates in different portions of the Property, as designated by Lessee. Each such new lease agreement shall: (a) specify the portion(s) of the Property to be covered thereby, (b) contain the same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Lessee or any other person or entity prior to the execution of such new agreements, and except for any modifications that may be required to ensure that each Party's combined obligations under such new agreements do not exceed such Party's obligations under this Agreement) and be in a form reasonably acceptable to Lessee; (c) be for a term equal to the remaining Term of this Agreement; (d) contain a grant of access, transmission, communications and other easements for the benefit of each of the bifurcated estates, covering such portion or portions of the Property outside of the benefited estate in each case as Lessee may designate; (e) require payment to Owner of only an acreage-proportionate part of each payment due under Section 4 (which under all such new agreements shall in the aggregate equal the amounts that are due under Section 4); (f) provide for payments thereafter due under Section 4 and elsewhere to be paid with respect to the Solar Facilities actually installed under such new lease for the portion of the Property subject to such lease; and (g) enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Property. Further, notwithstanding any other provision of this Agreement, (i) in the event of any uncured default under any such new lease agreement, such event of default shall not affect, or cause a termination of, any other such new lease agreement or any rights or interests granted under any other such new lease agreement and (ii) in the event of a termination of any such new lease agreement, the remaining new lease agreements and all rights granted therein, including all easements affecting any portions of the Property (regardless of whether such portions of the Property are part of or outside the benefited estate), shall remain in full force and effect without any further compensation due Owner.

9.5 Transfers by Owner. Owner shall have full right and authority to sell, convey, mortgage, or transfer to one or more transferees, all of Owner's right, title and interest in and to the Property, but any such sale or other transfer shall be subject to the Construction Easement, the Transmission Easement, the Access Easement and this Agreement.

10. Transmission.

10.1 Grant of Transmission Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner, Owner hereby grants to Lessee an exclusive easement ("Transmission Easement") in, on, along, over, above, across and under the Property for the right to erect, construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time in connection with Solar Energy Purposes, whether carried out on the Property or elsewhere: (a) a line or lines of poles or towers, together with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said poles, towers, wires and cables on, along and in the Property, including beneath the bed of any road located on the Property; and (b) one or more electric inverters, substations or interconnection or switching facilities from which Lessee or others that generate energy may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, together with the appropriate rights-of-way, on, along and in the Property. Said

poles, towers, wires, cables, substations, facilities and rights-of-way are herein collectively called the "Transmission Facilities."


10.2 Access. The Transmission Easement also includes the right of ingress to and egress from the Transmission Facilities (whether located on the Property or elsewhere), over and along the Property by means of roads and lanes thereon if existing or otherwise by such route or routes as Lessee may construct from time to time.

10.3 Assignment in Connection with Transmission Lines.




10.4 Term; Assignment. The term of the Transmission Easement shall expire upon expiration or termination of this Agreement, except that if Lessee grants a utility or other duly authorized entity any rights pursuant to Section 10.3, then the term of the Transmission Easement shall be perpetual. Lessee (and any Assignee) shall have the right, without need for Owner's consent, to assign or convey all or any portion of the Transmission Easement to an Assignee on an exclusive or nonexclusive basis. The Transmission Easement shall run with the Property and inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

11. Mortgagee Protection.



11.1 Leasehold Mortgage's Right to Possession, Right to Acquire and Right to Assign.



[Redacted]

11.2 *Notice of Default: Opportunity to Cure.*

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

11.3 New Lease or Easement to Mortgagee. If this Agreement or a partial interest herein terminates because of Lessee's default or if any leasehold and/or easement estate is foreclosed, or if this Agreement or a partial interest herein is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Owner shall, upon written request from any Leasehold Mortgagee within 90 days after such event, enter into a new agreement ("New Lease") for the Property or portion thereof, on the following terms and conditions:

(a) The terms of the New Lease shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the term of this Agreement, subject to the same terms and conditions set forth in this Agreement as are applicable to such interest, as if this Agreement had not been terminated.

(b) The New Lease shall be executed within 30 days after receipt by Owner of written notice of the Leasehold Mortgagee's election to enter into a New Lease, provided such Leasehold Mortgagee: (i) pays to Owner all rent and other monetary charges payable by Lessee under the terms of this Agreement up to the date of execution of the New Lease, as if this Agreement or applicable interest therein had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Lessee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Leasehold Mortgagee within 120 days of the termination, foreclosure, rejection, or disaffirmance; and (iii) agrees in writing to perform, or cause to be performed within a reasonable period of time, all non-monetary obligations which have not been performed by Lessee and which should have been performed under this Agreement or the partial interest therein up to the date of commencement of the New Lease, except those obligations which constitute non-monetary defaults not susceptible to cure. Any New Lease granted to the Leasehold Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrances or other interest created by Owner.

(c) At the option of the Leasehold Mortgagee, the New Lease may be executed by a third party designated by such Leasehold Mortgagee, without the Leasehold Mortgagee assuming the burdens and obligations of Lessee thereunder.

(d) The provisions of this Section 11.3 shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 11.3 were a separate and independent contract made by Owner, Lessee and such Leasehold Mortgagee, and, from the date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such New Lease, such Leasehold Mortgagee may use and enjoy said Property without hindrance by Owner or any person claiming by, through or under Owner, provided that all of the conditions for a New Lease as set forth herein are complied with.

11.4 Leasehold Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as there exists a Leasehold Mortgage, this Agreement shall not be modified or amended with respect to the interest in this Agreement encumbered by such Leasehold Mortgage and Owner shall not accept a surrender of the Property or any part thereof or a cancellation, termination or release of this Agreement from Lessee prior to expiration of the term without the prior written consent of any Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by such Leasehold Mortgagee.

11.5 Estoppel Certificates, Etc. Owner shall execute such (a) estoppel certificates (certifying as to such matters as Lessee may reasonably request, including, without limitation, that no default then exists under this Agreement, if such be the case); (b) consents to assignment, (c) non-disturbance agreements (respecting other property as to which Owner or its affiliates may have lease, use or other rights), and (d) documents reasonably required by a title insurance company, in each case as Lessee or any Assignee may reasonably request from time to time. Owner shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Lessee or any Assignee for the purpose of implementing the terms and conditions contained in this Agreement or of preserving a Leasehold Mortgagee's security interest, at no out-of-pocket cost to Owner. Notwithstanding any provision of this Agreement, the Parties agree that this Agreement shall not be modified or amended prior to expiration of the Term in a manner which would materially and adversely affect any Assignee without such Assignee's prior written consent. The previous sentence is for the express benefit of, and shall be enforceable by, each Assignee.

12. Default and Termination.

12.1 Lessee's Right to Terminate.

[REDACTED]

12.2 Owner's Right to Terminate.

[REDACTED]

[Redacted]

12.3 *Effect of Termination.*

[Redacted]

12.4 *Security for Removal.*

[Redacted]

13. Miscellaneous.

13.1 Force Majeure. If performance of this Agreement or of any obligation hereunder is prevented, or materially hindered by reason of an event of Force Majeure (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention or material hindrance. The affected Party shall use reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. “Force Majeure” means fire, earthquake, flood, drought, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; strikes or labor disputes; war, civil strife, sabotage, vandalism, or other violence; any law, order, proclamation, regulation, ordinance, action, demand, approval, delay, moratorium, permit or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of the Party claiming Force Majeure.

13.2 Confidentiality. Owner shall maintain in the strictest confidence, for the sole benefit of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee’s site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee or discovered by Owner, unless such information either (a) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents, or (b) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity, or (c) is required to be disclosed by a court or governmental agency; *provided however*, that Owner may disclose the financial terms of this Agreement to Owner’s family members; consultants, accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; prospective buyers of the Property; or lenders that may have a mortgage on the Property. Lessee shall maintain in confidence, and shall not publish or otherwise disclose, information pertaining to the financial terms of this Agreement except as necessary in connection with Lessee’s development, construction, operations or financing activities or in connection with any assignment. The provisions of this Section 13.2 shall survive the termination or expiration of this Agreement.

13.3 Successors and Assigns. This Agreement and any right, title or interest hereunder shall inure to the benefit of and be binding upon Owner and Lessee and, to the extent provided in any assignment or other transfer under Section 9, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Lessee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in this Agreement as to all or a portion of the Property and actually are exercising rights under this Agreement to the extent consistent with such interest. The Parties agree and intend that the provisions of this Agreement shall be covenants running with the land and that they touch and concern the land because they determine how the Parties will use the Property and its resources, including payment for those resources and use of the Property. The Parties further agree and intend that any conveyance, assignment, sale or other transfer of all or a portion of either Party’s rights or interests covered by and permitted under this Agreement shall include and be subject thereto because the provisions of this Agreement are covenants that run with the land. As covenants running with the land, the Parties intend that should either no longer share privity of estate with the other, its rights and obligations in this Agreement pass to the person or entity that shares privity of estate and assumes the role of Owner or Lessee. As a result, any Party who ceases to have privity of estate under this Agreement shall bear no liability or any obligation for the terms hereunder after the date on which privity ends. The privity of contract between the current Parties shall not

change this result because the Parties do not intend the use of identifiers like Owner or Lessee to bind those specific Parties upon any transfer, conveyance, assignment, sale or other transfer covered by and permitted under this Agreement.

13.4 *Notices.* All notices, requests and other communications required or permitted by this Agreement shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, certified, and addressed as follows:

If to Owner:

Kimberly L. Millay, Trustee
3530 Guston Rd.
Guston, KY 40142

Telephone:
Email:

If to any Assignee:

At the address indicated in the notice to Owner provided under Section 9.1.

If to Lessee:

OSER LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attn: General Counsel



Payments to Owner shall be mailed to Owner's address above and made out to Owner, unless Owner directs Lessee otherwise in writing. For the purpose of notices to be given by Owner, Owner designates the person to whom notices are given hereunder as its primary contact, and Lessee shall be entitled to rely on any notices given by such individual in writing as if given in writing by all of the persons or entities constituting Owner. Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph. Any notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such notice is only mailed by certified mail, in which case it shall be deemed to be received five business days after the date it is mailed.

13.5 *Entire Agreement; Amendments.* This Agreement constitutes the entire agreement between Owner and Lessee respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

13.6 *Legal Matters.* This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state or federal courts located in Louisville, Kentucky. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of**

action arising out of this Agreement shall be to the Court. In no event shall either Party be liable under this Agreement for consequential, punitive, special, incidental or indirect damages.

13.7 *Partial Invalidity.* Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the Term of this Agreement, the Construction Easement, the Transmission Easement or the Access Easement be longer than, respectively, the longest period permitted by applicable law.

13.8 *No Partnership.* Neither the provisions of this Agreement, nor the provisions of any other agreements referenced herein, nor any acts of the Parties, nor any other circumstances shall be deemed to create a partnership or joint venture between the Parties with respect to the Property or the Solar Facilities for any purposes whatsoever. Each Party shall, in connection with this Agreement, the Property, or the Solar Facilities, take reasonable steps in dealing with third parties to negate any inference that such partnership or joint venture exists.

13.9 *Memorandum.* Neither Owner nor Lessee shall record this Agreement in its entirety. The Parties agree that a Memorandum of Lease shall be recorded in the real property records of the County where the Property is located ("Real Property Records") at Lessee's expense, in a form reasonably acceptable to both Parties, which form shall not contain any of the financial provisions hereof. In the event of any inaccuracy in Exhibit A, Lessee may correct such inaccuracy in order to accomplish the intent of Lessee and Owner.

13.10 *Tax and Renewable Energy Credits.* If under applicable law, the holder of a lease becomes ineligible for any tax credit, renewable energy credit, environmental credit or any other benefit or incentive for renewable or low carbon energy established by any local, state or federal government, then, at Lessee's option, Owner and Lessee shall exercise good faith and negotiate an amendment to this Agreement or replace it with a different instrument so as to convert Lessee's interest in the Property to a substantially similar interest that makes Lessee eligible for such credit, benefit or incentive.

13.11 *Further Assurances.* From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments, documents and actions specifically provided for herein, as such other Party may reasonably request in order to effectuate the provisions of this Agreement, consummate the transactions contemplated herein, or confirm or perfect any right, restriction or interest to be created or transferred hereunder or pursuant to these transactions.


13.12 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[Signatures to follow on next page.]

IN WITNESS WHEREOF, Owner and Lessee, individually or through duly authorized representatives, hereby execute this Agreement and certify that they have read, understand and agree to the terms and conditions of this Agreement.

“Owner”

The Kimberly L. Millay Trust Under Trust Agreement Dated February 13, 2017

By: 
Name: Kimberly L. Millay, Trustee

[Signatures continued on following page.]

“Lessee”

**OSER LLC,
a Delaware limited liability company**


By: 
Name: Michael Haas
Title: President

EXHIBIT A

Legal Description of the Property

ALL THAT CERTAIN real estate lying and being situated in Meade County, Kentucky, being more particularly bounded and described as follows:

Real Property Tax Parcel No. 079-00-00-026.11 (11.88 acres)

Being Lots # 8, 9, 11, 12, 13 & 14 of Valley View Estates, a Plat and Plan of said subdivision of record in Plat Book 4, Page 83, Office of the Meade County Clerk.

HOWEVER EXCEPTED OUT OF THE ABOVE IS A PARCEL OF LAND CONVEYED TO K-P INVESTMENTS, INC. BY DEED DATED OCTOBER 5, 1993 OF RECORD IN DEED BOOK 384, PAGE 120, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

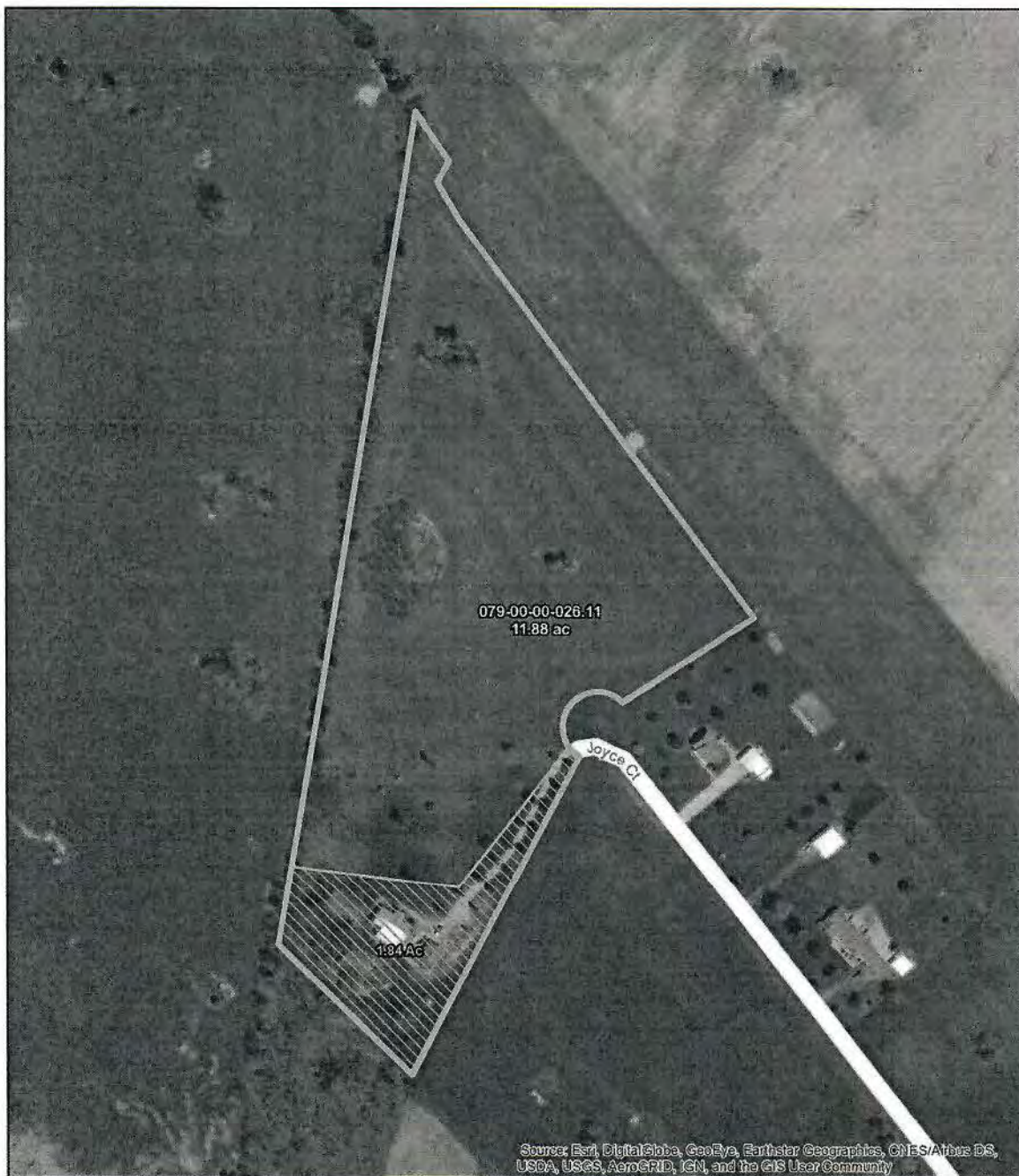
Being Lot #10 of Valley View Estates and a portion of Lot #9 described as follows: Beginning at a post at southwest corner of Tract #9 and Southeast corner of tract 10, also being the northeast corner of C. Fackler and northwest corner of Ken Heavrin; thence N 46° 20' 37" 21 feet to point; thence S 83° E 21.6 feet to post in Ken Heavrin line; thence S 26° 07' 08" 12 feet to point of beginning. A plat and plan of said subdivision of record in Plat Book 4, page 83, Office of the Meade County Clerk.

BEING the same property described by Deed dated May 3, 2010, and recorded in Deed Book 562, Page 619 in the office aforesaid.

(In the event of any inaccuracies or insufficiencies in the above legal description, Lessee may modify this Exhibit A to correct such inaccuracies or insufficiencies)



EXHIBIT A-1

Map of Property and Excluded Area



1 inch = 200 feet
0 100 200 Feet

**Exhibit A-1 - Kimberly Lynn Millay;
KY-MEA1-226**

 No Facilities Area - 1.84 Ac
 Property - 11.88 Ac

**Meade Co., KY
4/11/2020**



EXHIBIT B

Purchase and Sale of Control Property

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

DOCUMENT NO: 249149
RECORDED: March 26, 2021 02:01:00 PM
TOTAL FEES: \$80.00
COUNTY CLERK: JUDY R JORDAN
DEPUTY CLERK: SHEILA
COUNTY: MEADE COUNTY
BOOK: D704 PAGES: 1 - 15

Recording Requested By and
When Recorded Return to:

Merino Solar LLC
700 Universe Blvd., JB/LAW
Juno Beach, FL 33048

Attn: Andrew Fritsch, Esq.

#KY-MEA1-185T
Meade County, Kentucky

EASEMENT AGREEMENT
FOR COLLECTION FACILITIES

THIS EASEMENT AGREEMENT FOR COLLECTION FACILITIES (this "Agreement") is made, dated and effective as of March 19, 2021 (the "Effective Date"), between **WCM Land, LLC, Series 21, a Delaware Limited Liability Company** ("Owner"), and **Merino Solar LLC, a Delaware limited liability company** ("Grantee").

Owner is the sole owner of certain real property consisting of approximately 273.54 acres of land in Meade County, Kentucky, as more particularly described in Exhibit A attached hereto and made part hereof (the "Property"), and Grantee desires to use a portion of the Property for collection facilities in connection with a solar farm being developed by Grantee (the "Solar Farm"). The Property is a part of the same property conveyed to Owner by deed dated September 11, 2013, and recorded of record in Deed Book 601, Page 038 in the office of the County Clerk of Meade County, Kentucky.

For good and valuable consideration, the legal sufficiency of which is hereby acknowledged by both parties, Owner and Grantee agree as follows:

1. Addresses. All notices, requests and communications in connection with this Agreement shall be addressed as follows:

If to Owner: WCM Land, LLC, Series 21
PO Box 309
Brandenburg, KY 40108

If to Grantee: Merino Solar LLC
700 Universe Blvd., JB/LAW
Juno Beach, FL 33048
Attention: General Counsel

2. Grant of Collection Easement. Owner grants to Grantee an easement (the "Collection Easement") in, on, under, along and across one or more portions of the Property approximately ninety (90) feet wide (each such portion of the Property, a "Collection Easement").

Fedy
50-

Area”) for the right to construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time: underground wires and cables, for the collection and transmission of electrical energy and/or for communication purposes, and all necessary and proper appliances, fixtures and surface markers for use in connection with said wires and cables in, on, under, along and across the Collection Easement Area(s). Said wires, cables, appliances, fixtures, surface markers, and related facilities are herein collectively called the “Collection Facilities.” The Collection Easement Area(s) will be located within the “Easement Corridor” depicted on the map attached hereto as Exhibit A-1 and incorporated herein. The Collection Easement shall expire upon termination or expiration of this Agreement.

3. Payment. In consideration of the rights granted hereunder, Grantee agrees to pay Owner during the Term the amounts set forth in the Fee Schedule attached hereto (the “Fee Schedule”).

4. Early Termination. If Grantee has not commenced construction of the Solar Farm (“Start of Construction”) prior to the seventh anniversary of the Effective Date, Owner may terminate this Agreement by written notice to Grantee within 60 days of such anniversary, and upon such termination, there shall be no further obligations of either party; *provided, however*, that upon payment of the amount set forth in the Fee Schedule, Grantee may extend such seventh anniversary date to the tenth anniversary of the Effective Date. Grantee shall notify Owner of its commencement of construction on the Property.

5. Term and Termination.

5.1. Unless earlier terminated, this Agreement shall be for an initial term (the “Term”) commencing on the Effective Date and continuing until the later of (a) 30 years after the first day of the calendar month following the month in which Grantee’s Solar Farm begins delivering commercial quantities of electricity to the electric utility grid, or (b) 40 years after the Effective Date. Unless earlier terminated, Grantee may elect to extend the Term for one or two additional 10-year terms commencing on the last day of the Term or the tenth anniversary of such day, respectively, upon at least 30 days’ notice to Owner.

5.2. An “Event of Default” shall exist under this Agreement if: (1) (A) Grantee fails to pay Owner any amount due hereunder, or (B) Grantee defaults in the performance of any other material covenant or agreement contained in this Agreement, and (2) either such default in (A) and (B) hereof continues uncured for a period of 60 days after written notice thereof from Owner to Grantee, unless such default cannot be reasonably cured within such 60-day period, in which case no Event of Default shall exist if Grantee, within such 60-day period, commences to cure such default and thereafter prosecutes the cure of such default in good faith and with due diligence. Upon the occurrence of an Event of Default, Owner may terminate this Agreement by recording in the real property records of the county in which the Property is located (the “County Records”) a declaration stating that this Agreement has terminated by reason of the occurrence of an Event of Default. Grantee may terminate this Agreement as to all or any part of the Property at any time upon notice to Owner.

5.3. Upon the expiration or earlier termination of this Agreement, Grantee shall promptly de-energize any electrical lines or facilities in, on or over the Collection Easement

Area(s), remove the Collection Facilities from the surface of the Collection Easement Area(s), and restore said surface to substantially the same condition as the Collection Easement Area(s) were in on the date construction of Collection Facilities commenced thereon.

6. Construction Activities.

6.1. Construction Activities. During construction or reconstruction of the Collection Facilities, Grantee may use for such purposes an additional 50 feet of land on either or both sides of Collection Easement Area(s). Grantee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying more than five feet from the edge of the Collection Easement Area(s) during construction.

6.2. Drainage Tiles.

(a) At Grantee's option, either (i) Grantee will hire a local tiling firm to do any trenching work on the Property in connection with the installation of underground power lines, or (ii) Grantee will allow all of the landowners in the Project collectively to select a local tiling consultant to be present during trenching work for the Project, and Grantee will pay such consultant at standard local long-term rates. Grantee will install its underground power lines at least five feet below the soil surface so long as soil conditions do not make it commercially impracticable to do so, unless Owner consents to a lesser depth. During construction, if Grantee encounters underground drainage tiles while trenching for underground lines, Grantee shall install its underground lines below the drainage tiles unless the drainage tiles are six feet or more below the surface, in which case Grantee shall install its underground lines above the drainage tiles.

(b) After the Commercial Operation Date, Grantee shall provide Owner with a site map showing the "as built" location of the underground lines on the Property (using GPS coordinates), and such "as built" site map shall include notations identifying the depth of all underground tiles and underground lines at any location where such items cross (using GPS coordinates with a deviation no greater than one inch). Grantee will also place field markers at the edge of fields and take any other measures that are required by the IUPPS or county permits to mark the location of the underground lines, provided that marker tape placed in the trenches for the underground lines shall be at a depth no less than two feet above the underground lines and at least two feet below the soil surface. After Owner's receipt of the "as built" site map, Owner shall notify Grantee at least seven days in advance of installing or repairing underground drainage tiles or doing other soil-disturbing activities at a depth greater than two feet below the soil surface in a location above or near Grantee's underground lines. Within seven days of Grantee's receipt of such notice from Owner (or promptly, in the case of an emergency described by Owner), Grantee, using its "as built" site maps, shall confirm for Owner the actual depth of the marker tape and underground lines in the location of the proposed installation or repair work. If the entirety of Owner's proposed installation or repair work will be conducted at a depth above the marker tape, then Owner may conduct such work without a representative of Grantee present and without further notice to Grantee, and Grantee shall be responsible for any damage to underground lines caused directly and solely by any inaccuracies in Grantee's notification of the depth of the marker tape and underground lines in the location of the work. If any of Owner's proposed installation or repair work will be conducted at a depth below the marker tape, then within 30 days of such notification, Grantee will send out a field representative to uncover the affected Grantee

underground lines so that Owner can complete its soil-disturbing activities in a safe and professional manner; provided that Grantee shall not be required to so uncover its underground lines in response to Owner's notification more than two times per year (except in the case of an emergency). Owner shall deliver to Grantee's field representative a signed acknowledgement as soon as Grantee's field representative uncovers each such underground line, whereupon Owner shall indemnify Grantee for any damage to or interruption in service of such underground line(s). Owner shall be responsible for replacing all marker tape in the trenches for the underground lines so that such marker tape remains in the same location as it was located prior to Owner's work.

(c) Upon completion of construction on the Property, Grantee will promptly repair any damage to underground drainage tiles or waterways caused by the construction activities of Grantee pursuant to Section 13 below. Such repair shall in any event be completed within one year from the date such damage occurred. Grantee shall have a continuing obligation to effect repairs to drainage tiles for any damage which persists beyond one year provided that such damage is related to the construction activities of Grantee. Once Owner has provided Grantee with written acceptance of the drainage repairs, Grantee shall be relieved of any obligation to effect further repairs unless Grantee shall cause new damage to drainage tiles or waterways.

6.3. Soil. Upon completion of construction on the Property, Grantee will restore the soil surface on any portion of the Property disturbed by Grantee more than five feet from the edge of the Collection Easement Area(s). If Grantee causes compaction of any cultivated part of the Property located more than five feet from the edge of the Collection Easement Area(s), Grantee will "rip" such portion of the Property in at least three passes to a depth of at least 18 inches.

7. Access. The Collection Easement is also for the right of ingress to and egress from the Solar Farm or the Collection Facilities (whether located on the Property, on adjacent property, or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time. Grantee will solicit Owner's advice and input, before finalizing the location of any new roads, and the final location of new roads to be installed on the Property shall be subject to Owner's consent. The foregoing access rights include the right to improve and maintain existing roads and lanes.

8. Ownership of Collection Facilities; Taxes. Owner shall have no ownership or other interest in any Collection Facilities installed on the Property. Grantee may remove any or all Collection Facilities at any time in accordance with the terms hereof. Grantee shall pay personal property taxes, if any, attributable to Collection Facilities and other improvements to the Property installed by Grantee. Grantee shall also pay or reimburse Owner for any increase in real property taxes levied against the Property as a result of Grantee's installations. Owner shall pay all taxes, assessments or other fees attributable to facilities installed by Owner or others on the Property or to the underlying value of the Property itself.

9. Owner's Right to Use the Property; No Interference. Any right not specifically granted herein to Grantee is reserved by Owner. Owner retains the right to use the Property for all purposes not inconsistent with the rights granted to Grantee by this Agreement, *provided* that Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance, or operation of Collection Facilities, whether located on

the Property or elsewhere; access over the Property to Collection Facilities; or the undertaking of any other activities permitted hereunder.

10. Costs and Maintenance. All costs and expenses incident to the construction, reconstruction, relocation, replacement, removal, maintenance and use of the Collection Facilities, including the trimming and cutting of any tree roots and underbrush shall be borne by Grantee. Grantee shall have the right to make all foreseen and unforeseen and ordinary and extraordinary changes and repairs which may be required to the Collection Facilities, and to maintain and keep the Collection Easement Area(s) in good order, repair and condition, including but not limited to trimming, cutting and removing tree roots and underbrush anywhere on the Property as reasonably necessary if any roots or other parts are within the Collection Easement Area(s). When Grantee performs such maintenance activities, Grantee shall remove all debris created (such as, but not limited to, tree roots, underbrush, etc.) and dispose of such debris offsite.

11. Compliance with Laws; Setback Waiver. Grantee shall comply with all laws, regulations and rules governing the construction, reconstruction, relocation, replacement, removal, maintenance and use of the Collection Facilities. Owner hereby waives any setbacks that otherwise restrict the location of any solar equipment or Collection Facilities to be installed on the Property or on adjacent properties, including but not limited to waiver of all property line setbacks, pursuant to state or county rules, regulations or ordinances (that is, Owner approves a reduction of each such setback to zero), and Owner shall cooperate with Grantee in obtaining written waivers of such setbacks and shall execute any documents reasonably requested by Grantee to evidence Owner's waiver of such setbacks.

12. Assignment. Grantee may assign this Agreement or its rights with respect to the Collection Easement, in whole or in part, without the need for Owner's consent. This Agreement and all easements and rights granted herein, including the Collection Easement, shall burden the Property and shall run with the Property. This Agreement and the Collection Easement shall inure to the benefit of, and be binding upon, Owner and Grantee and their respective transferees, heirs, successors and assigns and all persons claiming under them. Any sale or other transfer of the Property by Owner shall be subject to the Collection Easement and this Agreement. References to Grantee in this Agreement shall be deemed to include its assignees in possession of the Property.

13. Indemnity. (a) Grantee shall, at all times, save and hold harmless and indemnify Owner, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions to the extent caused by the negligence or willful misconduct of Grantee, its officers, partners, agents, contractors and employees, including, but not limited to, (i) all claims for personal injuries and property damage more than five feet from the edge of the Collection Easement Area(s), (ii) damage to Owner's existing growing crops, (iii) damage to Owner's drainage tiles and waterways (which damage shall be repaired by Grantee, including use of a double wall pipe technique or placement of suitable fill material under the repaired or replaced tile as necessary to minimize settling, in Grantee's reasonable judgment in consultation with Owner), and (iv) the costs associated with soil compaction (as determined under Section 4(a) in the Fee Schedule). The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and the like that may result from Owner's loss of use of the Collection Easement Area(s). (b) Owner shall, at all times, save and hold harmless and indemnify Grantee, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions, including, but not limited to, all claims for personal injuries and property damage within the Collection Easement Area(s), to the extent caused by the negligence or willful misconduct of Owner, its officers, partners, agents, contractors and employees.

14. Financing.

14.1. Grantee may collaterally assign, mortgage or otherwise encumber its interest in the Collection Easement and this Agreement to a Financing Party (as hereinafter defined) under a Mortgage (as hereinafter defined). The term "Financing Party" means (i) any institution (including any trustee or agent of behalf of such institution) providing debt or other financing (including easement financing) to or for the benefit of Grantee or its successors or assigns, (ii) any counterparty under a power purchase agreement, renewable energy agreement or similar agreement that has been provided a Mortgage (as defined herein) by Grantee to secure obligations owing to such counterparty, and (iii) any tax equity investor in Grantee (until the "DRO Zero Date" or similar date that such tax equity investor has received a specified after-tax rate of return on its investment and has a balance in its respective capital account of at least zero). The term "Mortgage" shall mean any mortgage, deed of trust, deed to secure debt or other security instrument by which Grantee's interest in this Agreement, the Collection Easement, the Collection Facilities, or the Property is collaterally assigned, mortgaged, pledged, conveyed, assigned or otherwise transferred or encumbered to secure a debt or other obligation to a Financing Party. A Financing Party who provides written notice to Owner of its Mortgage (if applicable), or of its position as a Financing Party, along with its address for notices, shall be referred to as "Lender."

14.2. Owner, upon providing Grantee any notice of (i) default under this Agreement or (ii) termination of this Agreement, shall at the same time provide a copy of such notice to each Lender. Such Lender shall have the same period, after the giving of such notice, for remedying any default or causing the same to be remedied (but shall have no obligation to remedy or cause the remedy of any default), as is given Grantee after the giving of such notice to Grantee to remedy the default specified in any such notice. Owner shall accept such performance by or at the instigation of such Lender as if the same had been done by Grantee.

14.3. Owner shall execute such (a) estoppel certificates (certifying as to such matters as Grantee may reasonably request, including, without limitation, that no default then exists under this Agreement to Owner's knowledge, if such be the case); (b) consents to assignment, (c) non-disturbance agreements, and (d) documents reasonably required by a title insurance company, in each case as Grantee or any Lender may reasonably request from time to time.

15. Miscellaneous.

15.1. Notices. All notices, requests and communications ("Notice") under this Agreement shall be given in writing, by (i) personal delivery (confirmed by the courier delivery service), (ii) facsimile and confirmed in writing by first class mail, or (iii) first class certified mail, postage prepaid, to the individuals and addresses indicated in Section 1 above. Any Notice to a Lender of an Event of Default or termination of this Agreement shall be delivered to the address indicated in Lender's notice sent to Owner under Section 14.1 hereof. Except as expressly provided herein, any Notice provided for herein shall become effective only upon and at the time of first receipt by the party to whom it is given, unless such Notice is only mailed by certified mail in which case it shall be deemed to be received five business days after the date that it is mailed. Any party may, by Notice to the other party, change the individual address to which Notices shall thereafter be sent.

15.2. Governing Law; Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either party shall not be employed in the interpretation of this Agreement, and is hereby waived. Each party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the Court. In no event shall either party be liable under this Agreement for consequential, punitive, special, incidental or indirect damages.

15.3. Integration; Amendment. This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement between the parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. This Agreement may not be amended or modified except by a written agreement signed by the parties hereto.

15.4. Recording; Collection Easement Area; Corrections. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the County Records. From time to time, Grantee may send a Notice to Owner containing a legal description of the Collection Easement Area(s) and such legal description shall be attached to this Agreement as Exhibit B. Grantee may record such Exhibit B in the County Records without the need for Owner's consent, so long as the location of the Collection Easement Area(s) as shown or described in such Exhibit B is consistent with the provisions of Section 2. In the event of any inaccuracy or insufficiency in the description of the Property or Collection Easement Area(s) in Exhibit A, Exhibit A-1 or Exhibit B, respectively, or in the description of the parties in whom title to the Property is vested, Grantee may record in the County Records an amendment or correction of this Agreement or of Exhibit A, Exhibit A-1 or Exhibit B, respectively, to correct such inaccuracy or insufficiency.

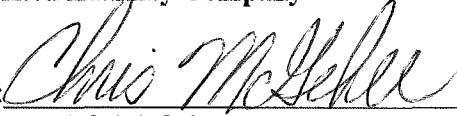
15.5. Counterparts. This Agreement may be executed in multiple counterparts, no one of which need be executed by all parties hereto, and each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

“OWNER”

**WCM Land, LLC, Series 21, a Delaware
Limited Liability Company**

By: 

Name: Chris McGehee

Its: Manager

[Signatures continued on following page.]

COMMONWEALTH OF KENTUCKY §

COUNTY OF Spencer §
§

The foregoing instrument was acknowledged before me this 17 day of March,
201, by Chris McGehee as manager of WCM Land, LLC, Series 21, a Delaware Limited Liability
Company.




Notary Public Signature

(Title or rank) **CHARLES S. TICHENOR**
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
ID # 582532
(Serial number, if any) MY COMMISSION EXPIRES July 18, 2021

“GRANTEE”

**Merino Solar LLC,
a Delaware limited liability company**

By: 
Name: Anthony Pedroni
Title: Vice President

ACKNOWLEDGEMENT

STATE OF FLORIDA)
) :ss.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of **physical presence** or **online notarization**, this 15 day of February, 2021 by Anthony Pedroni, as Vice President of Merino Solar, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.



MEKEISHA NEIL
Commission # GG 235502
Expires July 5, 2022
Bonded Thru Budget Notary Services

A handwritten signature in black ink, appearing to read "Mekeisha Neil", written over a horizontal line.

Notary Public

This instrument prepared by:

Brian D. Zoeller
Frost Brown Todd LLC
400 W. Market Street
Suite 3200
Louisville, KY 40202-3363

Note to Clerk: This document is a utility easement and it is exempt from the deed filing requirements listed in subsections (1)(c), (d), and (e) 382.185 of the Kentucky Revised Statutes.

Exhibit A

Description of Property

That certain real property of Owner located in Meade County, Kentucky, to wit:

Parcel Identification Number: 080-00-00-018 (273.54 acres)

PARCEL A: BEGINNING at a set iron pin on the point of intersection of the southwesterly RIGHT OF WAY of Kentucky Highway No. 428 with the northeast Right of Way line of State Highway 79 in Meade County, KY, thence South 29 deg. 22 min. 07 sec. West, along the southeasterly line of the 50.00 feet wide Ky Highway 79, a distance of 565.03 feet to a set iron pin, thence crossing Highway 79, North 60 deg. 25 min. 36 sec. West 50.00 feet to an iron pin set to mark the southeast corner of Big Rivers Electric Corp. (DB 167, Pg 56), said pin is in the northwesterly Right of Way line of State Road 79 and is also the true point of beginning of the tract described herein, thence South 29 deg. 22 min. 07 sec. West, along the west R/W line of Highway 79, a distance of 1633.71 feet to an iron pin set on the corner-in-common to Dr. Harold Owens, (DB 244, Pg 90) and Jackie W. and Tony J. Simmons (DB 236, Pg 281); thence leaving the highway North 42 deg. 13 min. 46 sec. West, with the old Lionel Greenwell line, 1010.18 feet to a set iron pin; thence North 34 deg. 32 min. 21 sec. East, with the existing fence line dividing Simmons and R. W. Jackey and H. J. Kendall (DB 285, Pg 185), a distance of 641.81 feet to a set iron pin; thence North 35 deg. 32 min. 27 sec. East, 1301.13 feet to a set iron pin in the south RIGHT OF WAY line of State Highway 428; thence South 62 deg. 55 min. 10 sec. east, along the south R/W line of Highway 428, a distance of 180.89 feet to a set iron pin on the corner-in-common to Big Rivers Electric Corp., and Simmons; thence South 29 deg 22 min 46 sec, West, with the line dividing Simmons and Big Rivers Electric Corporation, 623.12 feet to a found iron pin; thence South 60 deg. 25 min. 36 sec. East, 580.17 feet to the TRUE POINT OF BEGINNING, containing 33.619 acres. Being all of the land on the westerly side of Kentucky Highway 79 of Jackie W. and Tony J. Simmons from DB 236, Page 281.

PARCEL B: BEGINNING at a set iron pin on the point of intersection of the southwesterly RIGHT OF WAY line of Kentucky 428 with the northeast RIGHT OF WAY LINE OF State Highway 79 in Meade County, KY, thence South 42 deg. 00 min. 28 sec., East along the southwesterly RIGHT OF WAY line of State Road 428 with the north line of Jackie W. and Tony J. Simmons, (DB 236, Pg 281), a distance of 2429.15 feet to an iron pin set on the point of tangency with a 1346.53 feet Radius curve to the left; thence leaving Highway 428, South 39 deg. 49 min. 03 sec. East, 384.36 feet to a set iron pin; thence North 48 deg. 28 min. 42 sec. East, 30.52 feet to a set iron pin on a corner-in-common to J. D. Tobin, Jr. (DB 242, Pg 254), and Simmons thence South 41 deg. 43 min. 20 sec. East, with J. D. Tobin, Jr., 264.40 feet to a set iron pin; thence South 81 deg. 02 min. 52 sec. East, 123.99 feet to a set iron pin; thence South 40 deg. 44 min. 16 sec. East, 1512.16 feet to a set pin on the corner-in-common with Simmons, Tobin and Richard N. Claycomb, (DB 92, Pg 226) thence leaving Tobin, South 47 deg. 47 min. 51 sec. West, with Richard N. Claycomb 1649.13 feet to a set iron pin at a fence corner; thence North 43 deg. 06 min. 46 sec. West, 1019.14 feet to a set iron pin at a fence corner; thence South 48 deg. 03 min. north side of a fence post; thence North 42 deg. 14 min. 31

sec. West, 1606.86 feet to a set iron pin; thence North 38 deg. 55 min. 52 sec. West, 19.40 feet to a set pin; thence North 44 deg. 44 min. 12 sec. East 3174 feet to an iron pin set by Timothy Smith to mark the southeast corner to Carol Compton, (DB 174, Pg 83); thence North 49 deg. 45 min. 59 sec. East, with Compton, 195.70 feet to an iron pin set by T. Smith; thence North 49 deg. 58 min. 57 sec. East, with the first of two new lines of division on Simmons, 125.00 feet to an iron pin set by T. Smith; thence North 45 deg. 50 min. 57 sec , West 611.10 feet to an iron pin set by T. Smith in the northeasterly RIGHT OF WAY of Kentucky Highway 79; thence North 29 deg. 07 min. 40 sec. East, along the R/W line of State Road 79, 307.63 feet to a set iron pin; thence North 29 deg. 22 min. 07 sec. East, 2215.19 feet to the point of Beginning, containing 235.105 acres. Being all of the northerly part of Jackie W. and Tony J. Simmons Deed Book No. 236; Page 281.

(In the event of any inaccuracy or insufficiency in the foregoing legal description, Grantee may record an amendment or correction of this Agreement to correct the inaccuracy or insufficiency



Exhibit A-1

Map of Property and Easement Corridor



1 inch = 650 feet
0 250 500
Feet

**Exhibit A-1 WCM Land;
KY-MEAI-185T**

 Easement Corridor (Approx. 1,276 ft)
 Property (Approx. 273.54 Acres)

Meade Co., KY
8/11/2020



Recording Requested By and
When Recorded Return to:

OSER LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612

Attn: General Counsel

#KY-MEA1-198T
Breckinridge County, Kentucky

EASEMENT AGREEMENT
FOR COLLECTION FACILITIES

THIS EASEMENT AGREEMENT FOR COLLECTION FACILITIES (this "Agreement") is made, dated and effective as of December 27, 2019 (the "Effective Date"), between Malinda Board, and Malinda Board and Danny D. Board as Co-Executors of the Estate of Gordon Board ("Owner"), and OSER LLC, a Delaware limited liability company ("Grantee").

Owner is the sole owner of certain real property consisting of approximately 295.92 acres of land in Meade County, Kentucky, as more particularly described in Exhibit A attached hereto and made part hereof (the "Property"), and Grantee desires to use a portion of the Property for collection facilities in connection with a solar farm being developed by Grantee (the "Solar Farm"). The Property is a part of the same property conveyed to Owner by deed dated March 18, 2015, and recorded of record in Deed Book 384, Page 486 in the office of the County Clerk of Breckinridge County, Kentucky.

For good and valuable consideration, the legal sufficiency of which is hereby acknowledged by both parties, Owner and Grantee agree as follows:

1. Addresses. All notices, requests and communications in connection with this Agreement shall be addressed as follows:

If to Owner: Malinda Board
15410 60th Highway
Guston, KY 40142

If to Grantee: OSER LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attention: General Counsel

2. Grant of Collection Easement. Owner grants to Grantee an easement (the "Collection Easement") in, on, under, along and across one or more portions of the Property approximately seventy-five (75) feet wide (each such portion of the Property, a "Collection Easement Area") for the right to construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time: underground wires and cables, for the collection and transmission of electrical energy and/or for communication purposes, and all necessary and proper appliances, fixtures and surface markers for use in connection with said wires and cables in, on, under, along and across the Collection Easement Area(s). Said wires, cables, appliances, fixtures, surface markers, and related facilities are herein collectively called the "Collection Facilities." The Collection Easement Area(s) will be located within the "Easement Corridor" depicted on the map attached hereto as Exhibit A-1 and incorporated herein. The Collection Easement shall expire upon termination or expiration of this Agreement

3. Payment. In consideration of the rights granted hereunder, Grantee agrees to pay Owner during the Term the amounts set forth in the Fee Schedule attached hereto (the "Fee Schedule").

4. Early Termination. If Grantee has not commenced construction of the Solar Farm ("Start of Construction") prior to the seventh anniversary of the Effective Date, Owner may terminate this Agreement by written notice to Grantee within 60 days of such anniversary, and upon such termination, there shall be no further obligations of either party; *provided, however*, that upon payment of the amount set forth in the Fee Schedule, Grantee may extend such seventh anniversary date to the tenth anniversary of the Effective Date. Grantee shall notify Owner of its commencement of construction on the Property.

5. Term and Termination.

5.1. Unless earlier terminated, this Agreement shall be for an initial term (the "Term") commencing on the Effective Date and continuing until the later of (a) 40 years after the first day of the calendar month following the month in which Grantee's Solar Farm begins delivering commercial quantities of electricity to the electric utility grid, or (b) 50 years after the Effective Date.

5.2. An "Event of Default" shall exist under this Agreement if: (1) (A) Grantee fails to pay Owner any amount due hereunder, or (B) Grantee defaults in the performance of any other material covenant or agreement contained in this Agreement, and (2) either such default in (A) and (B) hereof continues uncured for a period of 60 days after written notice thereof from Owner to Grantee, unless such default cannot be reasonably cured within such 60-day period, in which case no Event of Default shall exist if Grantee, within such 60-day period, commences to cure such default and thereafter prosecutes the cure of such default in good faith and with due diligence. Upon the occurrence of an Event of Default, Owner may terminate this Agreement by recording in the real property records of the county in which the Property is located (the "County Records") a declaration stating that this Agreement has terminated by reason of the occurrence of an Event of Default. Grantee may terminate this Agreement as to all or any part of the Property at any time upon notice to Owner.

5.3. Upon the expiration or earlier termination of this Agreement, Grantee shall promptly de-energize any electrical lines or facilities in, on or over the Collection Easement Area(s), remove the Collection Facilities from the surface of the Collection Easement Area(s), and restore said surface to substantially the same condition as the Collection Easement Area(s) were in on the date construction of Collection Facilities commenced thereon.

6. Construction Activities.

1.1. Construction Activities. During construction or reconstruction of the Collection Facilities, Grantee may use for such purposes an additional 50 feet of land on either or both sides of Collection Easement Area(s). Grantee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying more than five feet from the edge of the Collection Easement Area(s) during construction.

1.2. Drainage Tiles.

(a) At Grantee's option, either (i) Grantee will hire a local tiling firm to do any trenching work on the Property in connection with the installation of underground power lines, or (ii) Grantee will allow all of the landowners in the Project collectively to select a local tiling consultant to be present during trenching work for the Project, and Grantee will pay such consultant at standard local long-term rates. Grantee will install its underground power lines at least five feet below the soil surface so long as soil conditions do not make it commercially impracticable to do so, unless Owner consents to a lesser depth. During construction, if Grantee encounters underground drainage tiles while trenching for underground lines, Grantee shall install its underground lines below the drainage tiles unless the drainage tiles are six feet or more below the surface, in which case Grantee shall install its underground lines above the drainage tiles.

(b) After the Commercial Operation Date, Grantee shall provide Owner with a site map showing the "as built" location of the underground lines on the Property (using GPS coordinates), and such "as built" site map shall include notations identifying the depth of all underground tiles and underground lines at any location where such items cross (using GPS coordinates with a deviation no greater than one inch). Grantee will also place field markers at the edge of fields and take any other measures that are required by the IUPPS or county permits to mark the location of the underground lines, provided that marker tape placed in the trenches for the underground lines shall be at a depth no less than two feet above the underground lines and at least two feet below the soil surface. After Owner's receipt of the "as built" site map, Owner shall notify Grantee at least seven days in advance of installing or repairing underground drainage tiles or doing other soil-disturbing activities at a depth greater than two feet below the soil surface in a location above or near Grantee's underground lines. Within seven days of Grantee's receipt of such notice from Owner (or promptly, in the case of an emergency described by Owner), Grantee, using its "as built" site maps, shall confirm for Owner the actual depth of the marker tape and underground lines in the location of the proposed installation or repair work. If the entirety of Owner's proposed installation or repair work will be conducted at a depth above the marker tape, then Owner may conduct such work without a representative of Grantee present and without further notice to Grantee, and Grantee shall be responsible for any damage to underground lines caused directly and solely by any inaccuracies in Grantee's notification of the

depth of the marker tape and underground lines in the location of the work. If any of Owner's proposed installation or repair work will be conducted at a depth below the marker tape, then within 30 days of such notification, Grantee will send out a field representative to uncover the affected Grantee underground lines so that Owner can complete its soil-disturbing activities in a safe and professional manner; provided that Grantee shall not be required to so uncover its underground lines in response to Owner's notification more than two times per year (except in the case of an emergency). Owner shall deliver to Grantee's field representative a signed acknowledgement as soon as Grantee's field representative uncovers each such underground line, whereupon Owner shall indemnify Grantee for any damage to or interruption in service of such underground line(s). Owner shall be responsible for replacing all marker tape in the trenches for the underground lines so that such marker tape remains in the same location as it was located prior to Owner's work.

(c) Upon completion of construction on the Property, Grantee will promptly repair any damage to underground drainage tiles or waterways caused by the construction activities of Grantee pursuant to Section 13 below. Such repair shall in any event be completed within one year from the date such damage occurred. Grantee shall have a continuing obligation to effect repairs to drainage tiles for any damage which persists beyond one year provided that such damage is related to the construction activities of Grantee. Once Owner has provided Grantee with written acceptance of the drainage repairs, Grantee shall be relieved of any obligation to effect further repairs unless Grantee shall cause new damage to drainage tiles or waterways.

1.3. Soil. Upon completion of construction on the Property, Grantee will restore the soil surface on any portion of the Property disturbed by Grantee more than five feet from the edge of the Collection Easement Area(s). If Grantee causes compaction of any cultivated part of the Property located more than five feet from the edge of the Collection Easement Area(s), Grantee will "rip" such portion of the Property in at least three passes to a depth of at least 18 inches.

2. Access. The Collection Easement is also for the right of ingress to and egress from the Solar Farm or the Collection Facilities (whether located on the Property, on adjacent property, or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time. Grantee will solicit Owner's advice and input, before finalizing the location of any new roads, and the final location of new roads to be installed on the Property shall be subject to Owner's consent. The foregoing access rights include the right to improve and maintain existing roads and lanes.

3. Ownership of Collection Facilities; Taxes. Owner shall have no ownership or other interest in any Collection Facilities installed on the Property. Grantee may remove any or all Collection Facilities at any time in accordance with the terms hereof. Grantee shall pay personal property taxes, if any, attributable to Collection Facilities and other improvements to the Property installed by Grantee. Grantee shall also pay or reimburse Owner for any increase in real property taxes levied against the Property as a result of Grantee's installations. Owner shall pay all taxes, assessments or other fees attributable to facilities installed by Owner or others on the Property or to the underlying value of the Property itself.

7. Owner's Right to Use the Property; No Interference. Any right not specifically granted herein to Grantee is reserved by Owner. Owner retains the right to use the Property for all purposes not inconsistent with the rights granted to Grantee by this Agreement, *provided* that Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance, or operation of Collection Facilities, whether located on the Property or elsewhere; access over the Property to Collection Facilities; or the undertaking of any other activities permitted hereunder.

8. Costs and Maintenance. All costs and expenses incident to the construction, reconstruction, relocation, replacement, removal, maintenance and use of the Collection Facilities, including the trimming and cutting of any tree roots and underbrush shall be borne by Grantee. Grantee shall have the right to make all foreseen and unforeseen and ordinary and extraordinary changes and repairs which may be required to the Collection Facilities, and to maintain and keep the Collection Easement Area(s) in good order, repair and condition, including but not limited to trimming, cutting and removing tree roots and underbrush anywhere on the Property as reasonably necessary if any roots or other parts are within the Collection Easement Area(s). When Grantee performs such maintenance activities, Grantee shall remove all debris created (such as, but not limited to, tree roots, underbrush, etc.) and dispose of such debris offsite.

9. Compliance with Laws; Setback Waiver. Grantee shall comply with all laws, regulations and rules governing the construction, reconstruction, relocation, replacement, removal, maintenance and use of the Collection Facilities. Owner hereby waives any setbacks that otherwise restrict the location of any solar equipment or Collection Facilities to be installed on the Property or on adjacent properties, including but not limited to waiver of all property line setbacks, pursuant to state or county rules, regulations or ordinances (that is, Owner approves a reduction of each such setback to zero), and Owner shall cooperate with Grantee in obtaining written waivers of such setbacks and shall execute any documents reasonably requested by Grantee to evidence Owner's waiver of such setbacks.

10. Assignment. Grantee may assign this Agreement or its rights with respect to the Collection Easement, in whole or in part, without the need for Owner's consent. This Agreement and all easements and rights granted herein, including the Collection Easement, shall burden the Property and shall run with the Property. This Agreement and the Collection Easement shall inure to the benefit of, and be binding upon, Owner and Grantee and their respective transferees, heirs, successors and assigns and all persons claiming under them. Any sale or other transfer of the Property by Owner shall be subject to the Collection Easement and this Agreement. References to Grantee in this Agreement shall be deemed to include its assignees in possession of the Property.

11. Indemnity. (a) Grantee shall, at all times, save and hold harmless and indemnify Owner, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions to the extent caused by the negligence or willful misconduct of Grantee, its officers, partners, agents, contractors and employees, including, but not limited to, (i) all claims for personal injuries and property damage more than five feet from the edge of the Collection Easement Area(s), (ii) damage to Owner's existing

growing crops, (iii) damage to Owner's drainage tiles and waterways (which damage shall be repaired by Grantee, including use of a double wall pipe technique or placement of suitable fill material under the repaired or replaced tile as necessary to minimize settling, in Grantee's reasonable judgment in consultation with Owner), and (iv) the costs associated with soil compaction (as determined under Section 4(a) in the Fee Schedule). The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and the like that may result from Owner's loss of use of the Collection Easement Area(s). (b) Owner shall, at all times, save and hold harmless and indemnify Grantee, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions, including, but not limited to, all claims for personal injuries and property damage within the Collection Easement Area(s), to the extent caused by the negligence or willful misconduct of Owner, its officers, partners, agents, contractors and employees.

12. Financing.

12.1. Grantee may collaterally assign, mortgage or otherwise encumber its interest in the Collection Easement and this Agreement to a Financing Party (as hereinafter defined) under a Mortgage (as hereinafter defined). The term "Financing Party" means (i) any institution (including any trustee or agent of behalf of such institution) providing debt or other financing (including easement financing) to or for the benefit of Grantee or its successors or assigns, (ii) any counterparty under a power purchase agreement, renewable energy agreement or similar agreement that has been provided a Mortgage (as defined herein) by Grantee to secure obligations owing to such counterparty, and (iii) any tax equity investor in Grantee (until the "DRO Zero Date" or similar date that such tax equity investor has received a specified after-tax rate of return on its investment and has a balance in its respective capital account of at least zero). The term "Mortgage" shall mean any mortgage, deed of trust, deed to secure debt or other security instrument by which Grantee's interest in this Agreement, the Collection Easement, the Collection Facilities, or the Property is collaterally assigned, mortgaged, pledged, conveyed, assigned or otherwise transferred or encumbered to secure a debt or other obligation to a Financing Party. A Financing Party who provides written notice to Owner of its Mortgage (if applicable), or of its position as a Financing Party, along with its address for notices, shall be referred to as "Lender."

12.2. Owner, upon providing Grantee any notice of (i) default under this Agreement or (ii) termination of this Agreement, shall at the same time provide a copy of such notice to each Lender. Such Lender shall have the same period, after the giving of such notice, for remedying any default or causing the same to be remedied (but shall have no obligation to remedy or cause the remedy of any default), as is given Grantee after the giving of such notice to Grantee to remedy the default specified in any such notice. Owner shall accept such performance by or at the instigation of such Lender as if the same had been done by Grantee.

12.3. Owner shall execute such (a) estoppel certificates (certifying as to such matters as Grantee may reasonably request, including, without limitation, that no default then exists under this Agreement to Owner's knowledge, if such be the case); (b) consents to assignment, (c) non-disturbance agreements, and (d) documents reasonably required by a title insurance company, in each case as Grantee or any Lender may reasonably request from time to time.

13. Miscellaneous.

13.1. Notices. All notices, requests and communications (“Notice”) under this Agreement shall be given in writing, by (i) personal delivery (confirmed by the courier delivery service), (ii) facsimile and confirmed in writing by first class mail, or (iii) first class certified mail, postage prepaid, to the individuals and addresses indicated in Section 1 above. Any Notice to a Lender of an Event of Default or termination of this Agreement shall be delivered to the address indicated in Lender’s notice sent to Owner under Section 14.1 hereof. Except as expressly provided herein, any Notice provided for herein shall become effective only upon and at the time of first receipt by the party to whom it is given, unless such Notice is only mailed by certified mail in which case it shall be deemed to be received five business days after the date that it is mailed. Any party may, by Notice to the other party, change the individual address to which Notices shall thereafter be sent.

13.2. Governing Law; Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either party shall not be employed in the interpretation of this Agreement, and is hereby waived. Each party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the Court. In no event shall either party be liable under this Agreement for consequential, punitive, special, incidental or indirect damages.

13.3. Integration; Amendment. This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement between the parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. This Agreement may not be amended or modified except by a written agreement signed by the parties hereto.

13.4. Recording; Collection Easement Area; Corrections. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the County Records. From time to time, Grantee may send a Notice to Owner containing a legal description of the Collection Easement Area(s) and such legal description shall be attached to this Agreement as Exhibit B. Grantee may record such Exhibit B in the County Records without the need for Owner’s consent, so long as the location of the Collection Easement Area(s) as shown or described in such Exhibit B is consistent with the provisions of Section 2. In the event of any inaccuracy or insufficiency in the description of the Property or Collection Easement Area(s) in Exhibit A, Exhibit A-1 or Exhibit B, respectively, or in the description of the parties in whom title to the Property is vested, Grantee may record in the County Records an amendment or correction of this Agreement or of Exhibit A, Exhibit A-1 or Exhibit B, respectively, to correct such inaccuracy or insufficiency.

13.5. Counterparts. This Agreement may be executed in multiple counterparts, no one of which need be executed by all parties hereto, and each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

“OWNER”

Malinda Board and Danny D. Board as Co-Executors of the Estate of Gordon Board

By: 
Name: Malinda Board, Co-Executor

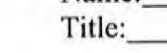
By: 
Name: ~~Malinda Board~~, Co-Executor

Danny D. Board

Name: Malinda Board

“GRANTEE”

OSER LLC,
a Delaware limited liability company

By: 
Name:  **Field M. Buckley**
Title:  **Vice President**

COMMONWEALTH OF KENTUCKY §
§
COUNTY OF Breckinridge §

The foregoing instrument was acknowledged before me this 5 Nov day of, 2019, by _____
Malinda Board

Christie Lee Miller
Notary Public Signature
NOTARY
(Title or rank)
631606
(Serial number, if any)

COMMONWEALTH OF KENTUCKY §
§
COUNTY OF Breckinridge §

The foregoing instrument was acknowledged before me this 5 Nov day of, 2019, by Malinda Board as Co-Executor of the Estate of Gordon Board.

Christie Lee Miller
Notary Public Signature
Notary
(Title or rank)
631606

COUNTY OF Breckinridge §
§

The foregoing instrument was acknowledged before me this 5 Nov day of, 2019, by Danny D. Board as Co-Executor of the Estate of Gordon Board.

Christy Lu Miller
Notary Public Signature

NOTARY
(Title or rank)

631606
(Serial number, if any) (Serial number, if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


STATE OF CALIFORNIA §
 §
COUNTY OF ALAMEDA §

On December 27, 2019, before me, Max Rosen, a Notary Public, personally appeared Reid M. Buckley, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

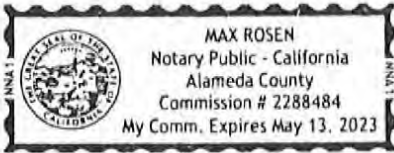
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Notary Stamp/Seal]



Notary Public in and for the State of California



This instrument prepared by:

Brian D. Zoeller
Frost Brown Todd LLC
400 W. Market Street
Suite 3200
Louisville, KY 40202-3363

Note to Clerk: This document is a utility easement and it is exempt from the deed filing requirements listed in subsections (1)(c), (d), and (e) 382.185 of the Kentucky Revised Statutes.

Exhibit A

Description of Property

That certain real property of Owner located in Breckinridge County, Kentucky, to wit:

Real Property Tax Parcel No. 122-22 (295.92 acres)

TRACT #1

Being a 181.537 acre tract located approximately 0.25 miles from the intersection of HWY 79 and HWY 477, near the city of Irvington, Breckinridge County Kentucky, and being more particularly described as follows:

Unless stated otherwise, any monument referred to hereon as an iron pin set, will be a set ½" rebar (18" in length) with a lime green cap stamped "Critchelow PLS 4076". All bearings are based on Kentucky State Plane South (NAO 83).

BEGINNING at the northeast corner of a railroad rail and corner to D. Cox (DB.327 PG.206) (PC.A SLD.84), said railroad rail being referenced to a mag nail at the intersection of HWY 79 and HWY 477, S 68°18'47" E a distance of 1329.37'; THENCE with D. Cox to an iron pin set, corner to D. Campbell (DB.245 PG.33) (PC.A SLD.84), and A. Cole (DB.205 PG.610), S 15°36'26" Ea distance of 309.15'; THENCE with A. Cole S 81°27'08" W a distance of 2023.68' to a wood post referenced by an iron pin set N 33°10'16" W a distance of 0.71'; THENCE continuing with A. Cole, S 12°10'29" Ea distance of 721.94' to an iron pin set in the north right-of-way of the L.H. & St. L. Railroad (60' R/W); THENCE with said railroad and with Tract #3, N 73°30'57" W a distance of 604.13' to an iron pin set; THENCE continuing with the railroad, N 73°30'56" W a distance of 1168.68' to an iron pin set; THENCE leaving the railroad and with an old railroad bed spur 30' from center, Webster Stone Co. (DB.61 PG.282), N 57°15'11" W a distance of 261.23'; THENCE with said Webster Stone Co. along the railroad spur as it meanders the following calls: N 52°32'25" W a distance of 84.80'; THENCE N 49°26'41" W a distance of 85.98'; THENCE N 47°28'22" W a distance of 72.25'; THENCE S 41°11'33" E a distance of 59.92'; THENCE N 41°02'40" W a distance of 70.71'; THENCE N 38°26'51" W a distance of 67.31'; THENCE N 33°36'34" W a distance of 128.81'; THENCE N 29°03'33" W a distance of 158.07'; THENCE N 21°49'40" W a distance of 31.29' to an iron pin set; THENCE leaving said Webster Stone Co. and generally with an old fence and with Tract #6, N 06°14'09" W a distance of 1152.68' to an iron pin set on the south side of HWY 477 (40' R/W); THENCE with said road as follows: N 84°13'02" Ea distance of 315.29'; THENCE N 83°44'47" E a distance of 239.41'; THENCE N 84°34'31" Ea distance of 168.87'; THENCE N 84°28'32" Ea distance of 276.37' to an iron pin set; THENCE continuing with said road, N 84°28'32" Ea distance of 249.72'; THENCE N 84°43'26" Ea distance of 503.77'; THENCE N 84°34'01" Ea distance of 259.55' to an iron pin set; THENCE continuing with said road, N 84°34'01" E a distance of 493.66'; THENCE N 84°42'47" Ea distance of 525.34' to an iron pin set; THENCE continuing with said road, N 84°50'06" Ea distance of 304.54'; THENCE N 84°48'47" Ea distance of 241.86'; THENCE N 86°02'08" Ea distance of 58.95'; THENCE N 89°11'25" E a

distance of 54.91'; THENCE S 82°11'37" E a distance of 43.70'; THENCE S 70°43'46" E a distance of 31.69'; THENCE S 59°21'12" E a distance of 35.73'; THENCE S 46°51'09" E a distance of 50.95'; THENCE S 33°50'34" E a distance of 45.02'; THENCE S 24°48'10" E a distance of 37.46' to an iron pin set; THENCE continuing with said road, S 18°56'35" E a distance of 51.37'; THENCE S 16°40'01" E a distance of 195.06'; THENCE S 16°51'19" E a distance of 357.37' to an iron pin set; THENCE continuing with said road, S 16°48'16" E a distance of 206.94'; THENCE S 16°27'38" E a distance of 298.04'; THENCE S 17°29'39" E a distance of 77.62'; THENCE S 22°54'10" E a distance of 44.17'; THENCE S 31°05'08" E a distance of 40.31'; THENCE S 39°06'22" E a distance of 25.74'; THENCE S 46°40'00" E a distance of 29.95'; THENCE S 54°53'53" E a distance of 14.33'; THENCE S 23°48'43" W a distance of 13.44' to the POINT OF BEGINNING AND CONTAINING 181.537 acres, (more or less), as per survey by Robert Adam Critchelow, PLS 4076; completed on July 2, 2014, as per Job No. C-17-14.

TRACT #2

Being a 106.678 acre tract located just north of the city of Irvington, Breckinridge County Kentucky, and being more particularly described as follows:

Unless stated otherwise, any monument referred to hereon as an iron pin set, will be a set 1/2" rebar (18" in length) with a lime green cap stamped "Critchelow PLS 4076". All bearings are based on Kentucky State Plane South (NAO 83).

BEGINNING at a 5/8" rebar on the northwest right-of-way of Bishop Street; THENCE leaving said road and with S. Kennison (DB.307 PG.687), S 79°49'44" W a distance of 33.68' to a wood post; THENCE with S. Kennison, S 78°56'30" W a distance of 534.30' to an iron pin set; THENCE with Breckinridge County, KY (DB.260 PG.210), S 79°19'44" W a distance of 1332.60' to a wood post referenced by an iron pin set, N 78°43'07" E a distance of 1.03'; THENCE with Board Farm, LLC, S 78°50'16" W a distance of 1270.57' to a wood post referenced by an iron pin found stamped T.W. Smith PLS 2373, S 77°14'15" W a distance of 0.61'; THENCE with J.D. Tobin (DB.196 PG.480), N 08°33'23" W a distance of 827.60' to a 1/2" rebar found by an old wood post; THENCE with D. Willoughby (DB.291 PG.236) (DB.106 PG.547), N 09°20'29" W a distance of 1441.98' to an iron pin set in the south right-of-way of the L.H. & St. L. Railroad (60' R/W); THENCE with said railroad, S 73°30'26" E a distance of 813.76' to an iron pin set; THENCE continuing with the railroad, S 73°30'35" E a distance of 1630.43' to an iron pin set; THENCE with said railroad, S 73°36'43" E a distance of 877.00' to an iron pin set; THENCE with the railroad, S 74°31'07" E a distance of 138.13' Meade Co. RECC (DB.95 PG.343) to an iron pin stamped T.W. Smith, PLS 2373 and being a corner to Meade Co. RECC (DB.95 PG.343); THENCE leaving the railroad and continuing with Meade Co. RECC the following calls; THENCE S 30°23'38" W a distance of 25.09' to an iron pin stamped T.W. Smith, PLS 2373; THENCE S 50°45'47" E a distance of 99.78' to an iron pin stamped T.W. Smith, PLS 2373; THENCE S 37°58'29" E a distance of 100.23' to an iron pin stamped T.W. Smith, PLS 2373; THENCE S 29°05'31" E a distance of 100.04' to an iron stamped T.W. Smith, PLS 2373; THENCE S 13°47'41" E a distance of 100.06' to an iron pin stamped T.W. Smith, PLS 2373; THENCE S 01°10'02" W a distance of 99.96' to an iron pin stamped T.W. Smith, PLS 2373; THENCE S 09°16'03" W a distance of 99.93' to an iron pin

stamped T.W. Smith, PLS 2373; THENCE S 24'35'55" W a distance of 87.36' to an iron pin set; THENCE S 67'23'59" E a distance of 42.54' to an iron pin stamped T.W. Smith, PLS 2373; THENCE with aforementioned Bishop Street, S 58'03'17" W a distance of 36.37' to the POINT OF BEGINNING AND CONTAINING 106.678 acres, (more or less), as per survey by Robert Adam Critchelow, PLS 4076; completed on September 10, 2014, as per Job No. C-17-14.

TRACT #3

Being a 4.081 acre tract located just north of the city of Irvington, Breckinridge County Kentucky, and being more particularly described as follows:

Unless stated otherwise, any monument referred to hereon as an iron pin set, will be a set ½" rebar (18" in length) with a lime green cap stamped "Critchelow PLS 4076". All bearings are based on Kentucky State Plane South (NAO 83).

BEGINNING at an iron pin stamped T.W. Smith, PLS 2373 on the south right-of-way of the L.H. & St. L. Railroad (60' RMI) and corner to Meade Co. RECC (D8.95 PG.343); THENCE with Tract #2 of Vanlahr Sisters, LLC and with said railroad the following calls: N 74'31'07" W a distance of 138.13' to an iron pin set; N 73'36'43" W a distance of 877.00' to an iron pin set; THENCE N 73'30'35" W a distance of 1630.43' to an iron pin set; THENCE continuing with said railroad and to D. Willoughby (DB.291 PG.236) (DB.106 PG.547), N 73'30'26" W a distance of 813.76' to an iron pin set; THENCE crossing said railroad and with D. Willoughby, N 05'33'12" W a distance of 64.45' to an iron pin set in the north right-of-way of aforementioned railroad; THENCE with the L.H & St. L. Railroad and with Tract #5 & 6 of Vanlahr Sisters, LLC, S 73'30'25" E a distance of 482.58' to an iron pin set, corner to the Webster Stone Co. (DB.61 PG.282); THENCE continuing with said railroad and with Webster Stone Co., S 73'30'25" E a distance of 215.57' to an iron pin set; THENCE with said railroad and Tract #1 of Vanlahr Sisters, LLC, S 73'30'56" E a distance of 1168.68' to an iron pin set; THENCE S 73'30'57" E a distance of 604.13', with the railroad and Tract #1, to an iron pin set, corner to A. Cole (DB.205 PG.610); THENCE leaving said right-of-way and to a point in said railroad and on the main track, S 12'10'29" E a distance of 34.07' to a point in said railroad near the main track; THENCE along the center of the railroads main track, S 73'36'34" E a distance of 859.58'; THENCE continuing along said main track, S 74'31'07" E a distance of 144.08' to a point in said railroad; THENCE leaving said main track, S 30'23'38" W a distance of 30.98' to the POINT OF BEGINNING AND CONTAINING 4.081 acres, (more or less), as per survey by Robert Adam Critchelow, PLS 4076; completed on September 10, 2014, as per Job No. C-17-14.

TRACT#4

Being a 1.329 acre tract located just north of the city of Irvington, Breckinridge County Kentucky, and being more particularly described as follows:

Unless stated otherwise, any monument referred to hereon as an iron pin set, will be a set ½" rebar (18" in length) with a lime green cap stamped "Critchelow PLS 4076". All bearings are based on Kentucky State Plane South (NAO 83).

BEGINNING at an iron pin set in the north right-of-way of the L.H. & St. L. Railroad (60' R/W), said pin being the southeast corner to Tract #5; THENCE with said railroad, S 73°30'25" E a distance of 446.22' to an iron pin set in the southwest corner of the Webster Stone Co. (OB.61 PG.282) and being the spur of an old railroad bed (30' from center); THENCE with the Webster Stone Co. as it meanders the following calls: N 56°53'58" W a distance of 56.94'; THENCE N 52°32'25" W a distance of 88.71'; THENCE N 49°26'41" W a distance of 88.63'; THENCE N 47°28'22" W a distance of 76.58'; THENCE N 41°11'33" W a distance of 63.29'; THENCE N 41°02'40" W a distance of 72.15'; THENCE N 38°26'51" W a distance of 71.20'; THENCE N 33°36'34" W a distance of 133.73'; THENCE N 29°03'33" W a distance of 39.56' to an iron pin set in the east line of Tract #5; THENCE leaving said spur and with Tract #5, S 06°14'09" E a distance of 373.72' to the POINT OF BEGINNING AND CONTAINING 1.329 acres, (more or less), as per survey by Robert Adam Critchelow, PLS 4076; completed on July 2, 2014, as per Job No. C-17-14.

TRACT #5

Being a 0.446 acre tract located just north of the city of Irvington, Breckinridge County Kentucky, and being more particularly described as follows:

Unless stated otherwise, any monument referred to hereon as an iron pin set, will be a set ½" rebar (18" in length) with a lime green cap stamped "Critchelow PLS 4076". All bearings are based on Kentucky State Plane South (NAO 83).

BEGINNING at an iron pin set in the north right-of-way of the L.H. & St. L. Railroad (60' R/W), corner to 0. Willoughby (OB.291 PG.236) (OB.106 PG.547); THENCE leaving 0. Willoughby and with said railroad, S 73°30'25" E a distance of 36.36' to an iron pin set; THENCE leaving the railroad and in the general direction of an old fence and with Tract #4, N 06°14'09" W a distance of 373.72' to an iron pin set in the south line of the Webster Stone Co. (OB.61 PG.282) and being an old spur railroad (30' from center); THENCE with the Webster Stone Co. the following two calls: N 29°03'33" W a distance of 124.68' to a point; THENCE N 21°49'40" W a distance of 32.94' to an iron pin set in the line of aforementioned 0. Willoughby; THENCE with 0. Willoughby, S 07°50'35" E a distance of 145.15' to an iron pin set; THENCE continuing with 0. Willoughby, S 09°20'35" E a distance of 361.75' to the POINT OF BEGINNING AND CONTAINING 0.446 acres, (more or less), as per survey by Robert Adam Critchelow, PLS 4076; completed on July 2, 2014, as per Job No. C-17- 14.

TRACT#6

Being a 1.777 acre tract located approximately 1.24 miles from the intersection of HWY 79 and HWY 477, near the city of Irvington, Breckinridge County Kentucky, and being more particularly described as follows:

Unless stated otherwise, any monument referred to hereon as an iron pin set, will be a set 1/2" rebar (18" in length) with a lime green cap stamped "Critchelov PLS 4076". All bearings are based on Kentucky State Plane South (NAO 83).

BEGINNING at an iron pin set in the south right-of-way of HWY 477 (40' R/W) and corner to 0. Willoughby (OB.291 PG.236) (OB.106 PG.547); THENCE with HWY 477, N 84°13'02" Ea distance of 90.09' to an iron pin set and being the northwest corner to Tract #1; THENCE with Tract #1 and leaving said road with the general direction of an old fence, S 06°14'09" E a distance of 1152.68' to an iron pin set in the north line of the Webster Stone Co. (OB.61 PG.282) and being an old spur railroad (30' from center); THENCE with the Webster Stone Co. the following three calls: N 21°49'40" W a distance of 111.25' to a point; THENCE N 17°08'34" W a distance of 157.89' to a point; THENCE N 10°57'47" W a distance of 97.44' to an iron set; THENCE leaving said spur and with aforementioned 0. Willoughby, N 07°50'35" W a distance of 794.40' to the POINT OF BEGINNING AND CONTAINING 1.777 acres, (more or less), as per survey by Robert Adam Critchelov, PLS 4076; completed on July 2, 2014, as per Job No. C-17-14.

TRACT #7

Being a 0.070 acre tract located approximately 0.5 miles from the intersection of HWY 79 and HWY 477, near the city of Irvington, Breckinridge County Kentucky, and being more particularly described as follows:

Unless stated otherwise, any monument referred to hereon as an iron pin set, will be a set 1/2" rebar (18" in length) with a lime green cap stamped "Critchelov PLS 4076". All bearings are based on Kentucky State Plane South (NAO 83).

BEGINNING at an iron pin set in the north right-of-way of HWY 477; THENCE with J. Bandy (OB.135 PG.212), N 84°01'57" E a distance of 123.12' to an iron pin set and passing over a 20' access easement; THENCE with W. Carman (OB.112 PG.456), S 17°31'04" Ea distance of 75.99', to an iron pin set in the northeast right-of-way of aforementioned HWY 477; THENCE with said road the following calls: N 46°51'09" W a distance of 25.18' to a point; THENCE N 59°21'12" W a distance of 44.09' to a point; THENCE N 70°43'46" W a distance of 39.69' to a point; THENCE N 82°24'28" W a distance of 52.02' to the POINT OF BEGINNING AND CONTAINING 0.070 acres, (more or less), as per survey by Robert Adam Critchelov, PLS 4076; completed on July 2, 2014, as per Job No. C-17-14.

The above described tract is subject to a 20' access easement and being more particularly described as follows: BEGINNING at an iron pin set and being the northeast corner of said tract; THENCE S 04°39'34" E a distance of 55.43' to a point in the northeast right-of-way of HWY 477; THENCE with said road, N 59°21'12" W a distance of 24.51' to a point in aforementioned road; THENCE leaving HWY 477, N 04°39'34" W a distance of 40.81' to a point in the north line of said tract; THENCE N 84°01'57" E a distance of 20.01' to the POINT OF BEGINNING.

BEING all (per new surveys) of the same property conveyed to Vanlahr Sisters, LLC, a limited liability company, from Nora Dailey, unmarried, and Sammie Quiggins, unmarried, by deed

dated April 12, 2012 and recorded in Deed Book 361, page 425, Breckinridge County Clerk's Office.

(In the event of any inaccuracy or insufficiency in the foregoing legal description, Grantee may record an amendment or correction of this Agreement to correct the inaccuracy or insufficiency

Exhibit A-1

Map of Property and Easement Corridor



1 inch = 595 feet

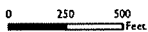




Exhibit A-1 Board Farms; KY-MEAI-198T

-  Easement Corridor (Approx. 3880.61 ft)
-  Property (Approx. 295.92 Ac)

Breckinridge Co., KY

Confidential

10/7/2019



CONFIDENTIAL – DO NOT RECORD (PLEASE DETACH BEFORE RECORDING)

FEE SCHEDULE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

LEASE AGREEMENT
(#KY-MEA1-208)

This Lease Agreement (this "Agreement") is made, dated and effective as of June 29, 2020 (the "Effective Date"), between **Richard E. Lucas and Cassandra W. Lucas, husband and wife** (collectively, "Owner"), and **OSER LLC, a Delaware limited liability company** (together with its transferees, successors and assigns, "Lessee"), and in connection herewith, Owner and Lessee agree, covenant and contract as set forth in this Agreement. Owner and Lessee are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

Owner and Lessee entered into a solar lease agreement in the form of a letter agreement (the "Letter Agreement") dated September 23, 2019 (the "Letter Agreement Effective Date"). Owner and Lessee now wish to amend and restate the Letter Agreement on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Lease. Owner hereby leases to Lessee the real property of Owner consisting of approximately 24.57 acres (which includes 4.12 acres identified as Excluded Area [defined in Section 4.5 below]) located in Breckinridge County, Kentucky, and legally described on Exhibit A attached hereto and incorporated herein by reference. Such lease ("Lease") includes the right to access and utilize all radiant energy emitted from the sun upon, over and across the real property ("Solar Energy"), and any easements, rights-of-way, and other rights and benefits relating or appurtenant to such real property (collectively, the "Property"). In the event of inaccuracies or insufficiencies in the legal description in Exhibits A or A-1 Lessee may modify the Exhibits to correct the inaccuracies or insufficiencies, and shall notify Owner of such modification.

2. Purpose. Lessee shall have the exclusive right to use the Property and the unobstructed flow of Solar Energy upon, over and across the Property for electric power, heat and/or steam generation purposes ("Solar Energy Purposes") and to derive all profits therefrom. For purposes of this Agreement, Solar Energy Purposes include, without limitation, the right to convert the Solar Energy into electrical energy and to collect and transmit the electrical energy so converted, together with any and all activities related thereto, including, without limitation, (a) determining the feasibility of Solar Energy conversion and power generation on the Property, including studies of the Solar Energy emitted upon, over and across the Property (through the installation of Solar Energy measurement equipment or otherwise) and other meteorological, archeological and environmental studies, land surveys and due diligence activities; (b) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining, refurbishing and operating, Solar Energy collection and electrical generating equipment of all types including, without limitation, any such equipment utilizing photovoltaic and/or solar thermal technology (collectively referred to herein as "Solar Generating Equipment"), overhead and underground electrical transmission and communications lines, electric inverters, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with Solar Generating Equipment, roads and gates, meteorological stations and Solar Energy measurement equipment, control buildings, maintenance yards, and related facilities and equipment (the Solar Generating Equipment together with all of the other foregoing facilities, equipment and improvements, collectively "Solar Facilities") on the Property; and (c) undertaking any other activities, whether accomplished by Lessee or a third party

authorized by Lessee, that Lessee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. Solar Facilities on the Property may be operated in conjunction with Solar Facilities installed on other nearby properties that are part of the same solar energy project (collectively, the "Project"). Lessee and its consultants may enter the Property, upon reasonable advance notice, to do work related to development of Solar Facilities. Subject to Owner's rights to use the Property in any manner consistent with Section 8.2, Lessee shall have the right to control and restrict access onto and over the Property and exclude others (other than any parties with preexisting easement rights) as it deems necessary or appropriate for safety and security reasons.

3. Term.

3.1 Term. The initial term of this Agreement ("Initial Term") commenced upon the Letter Agreement Effective Date and will continue until the later of (a) the 30th anniversary of the first day of the month following the month in which Solar Facilities in a Project commence operation by delivering commercial quantities of electricity to the electric utility grid (the "Commercial Operation Date"), or (b) 37 years after the Letter Agreement Effective Date. Lessee may elect to extend the Initial Term for one additional 10-year term commencing on the last day of the Initial Term, upon at least 90 days' notice to Owner. The Initial Term plus either or both of such additional 10-year terms are called the "Term." If the Start of Construction (as defined in Section 3.2) has not occurred prior to the seventh anniversary of the Letter Agreement Effective Date, Owner may terminate this Agreement by notice to Lessee within 60 days of such anniversary.

3.2 Project Sites. Within thirty (30) days after the date that any of the racking that will support Solar Generating Equipment is installed ("Start of Construction") in the Project, Lessee shall designate the portion of the Property on which Solar Facilities are being constructed as part of such Project (a "Project Site"). Lessee shall designate a new Project Site each time it constructs new Solar Facilities on the Property.

3.3 Delay in Use. Except as specifically provided in this Agreement, no delay of Lessee in the use or enjoyment of any leasehold, easement or other right in this Agreement will result in the loss or abandonment of any right, title interest or estate granted herein.

4. Payments.

4.1 Rent. [REDACTED]

(a) Initial Rent [REDACTED]

[Redacted text block]

(b) Operational Re

[Redacted text block]

[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

4.2 Inflation Adjustmen

[Redacted text block]

4.3 Overhead Power Lines, Underground Collection Line

[Redacted text block]

[REDACTED]

[REDACTED]

[REDACTED]

4.4 Substation, Switchyard, etc. [REDACTED]

[REDACTED]

4.5 Excluded Area. Owner has requested and Lessee has agreed that no above-ground Solar Facilities will be installed in certain areas of the Property, and such areas are shown on the map attached as Exhibit A-1 and incorporated herein, as the Excluded Area (the "Excluded Area"). The acreage referenced throughout this Section 4 will not include the acreage of the Excluded Area.

5. Ownership of Solar Facilities. Owner shall have no ownership or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Lessee may remove any or all Solar Facilities at any time. Except for payments of Rent described in Section 4, Owner shall not be entitled to any other payments or benefits accrued by or from the Solar Facilities, including renewable energy credits, environmental credits or investment or other tax credits.

6. Taxes.

6.1 Lessee and Own [REDACTED]

[REDACTED]

[REDACTED]

6.2 Tax Bills. Lessee shall have the right, but not the obligation, to seek to have its leasehold estate separately assessed to Lessee for real estate ad valorem tax purposes as well as personal property tax purposes, and Owner and Lessee agree jointly to use commercially reasonable efforts to cause the County tax assessor to issue separate property tax bills to Owner and Lessee. It is a condition to Owner's right to payment or reimbursement hereunder that Owner submit Owner's real property tax bill to Lessee no later than 15 days prior to the due date for such taxes. If Owner fails to pay for its share of real property taxes, Lessee shall have the right to pay such amounts on Owner's behalf and to offset any amounts so paid by Lessee against all or any of the Rent payments next payable by Lessee under this Agreement.

6.3 Contest. Lessee may contest the assessed value of the Solar Facilities and the legal validity and amount of any such taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers reasonable or necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. Owner shall submit to Lessee a copy of all notices and other correspondence Owner receives from any taxing authorities regarding the assessed value of the Property and/or the Solar Facilities within 30 days after Owner receives same, but in no event later than 30 days prior to the date an objection to such assessment or taxes must be filed. Owner agrees to provide to Lessee all reasonable assistance in contesting the validity or amount of any such taxes, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, but at no out-of-pocket cost to Owner. In the event the taxing authorities provide a separate assessment and tax statement for the portion of the real property taxes levied against or allocated to the Solar Facilities, Lessee agrees to pay such real property taxes directly to the taxing authorities.

6.4 Indemnity – Real Property Taxes. OWNER AND LESSEE EACH AGREES TO INDEMNIFY AND HOLD EACH OTHER HARMLESS FROM ANY LIABILITY, COST OR EXPENSES, PAID BY IT OR FOR WHICH IT IS LIABLE, IF SUCH PARTY SHOULD FAIL TO PAY ITS PORTION OF REAL PROPERTY TAXES IN ACCORDANCE WITH THIS AGREEMENT.

7. Lessee's Representations, Warranties, and Covenants. Lessee hereby represents, warrants, and covenants to Owner that:

7.1 Siting. Lessee shall provide Owner with a survey of each Project Site, including the exact acreage thereof, within 90 days of the Commercial Operation Date of the Project. Owner hereby grants Lessee the right to record a notice of final description ("Notice of Final Description") to reflect the boundaries of each Project Site, or at Lessee's election to record or re-record one or more Memorandums of Lease in the county's Real Property Records (as described in Section 13.9 below) and attach the legal description of each Project Site to the appropriate Memorandum of Lease. Lessee shall make all siting decisions as to Solar Facilities in its sole discretion. If Lessee builds Solar Facilities on part of the Property, then Lessee will make

commercially reasonable efforts not to interfere with Owner's agricultural activities on the rest of the Property, as set forth in Section 7.6.

7.2 Insurance. Lessee shall, at its expense, maintain liability insurance insuring Lessee and Owner against loss caused by Lessee's use of the Property under this Agreement, or else Lessee shall self-insure and assume the risk of loss for general liability exposures that would have been covered by the policy, to the extent Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). The amount of such insurance shall be not less than \$1 million of combined single limit liability coverage before the Start of Construction and not less than \$5 million of combined single limit liability coverage after the Start of Construction. Under such policy, Owner will be named as an additional insured with respect to operations or activities of Lessee but only to the extent Owner is held liable for damage and injuries caused by such operation or activities for which Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). No coverage is provided for liability arising out of Owner's own negligence or misconduct. Certificates of such insurance, or evidence of self-insurance reasonably acceptable to Owner, shall be provided to Owner upon request.

7.3 Mutual Indemnities.

(a) Lessee's Indemnity. Lessee will indemnify, defend and hold harmless Owner and Owner's shareholders, directors, successors, assigns, personal representatives, trustees, mortgagees, employees and agents (collectively, "Owner's Indemnified Parties") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by the operations or activities of Lessee or its employees, contractors or agents. The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and the like that may result from Owner's loss of use of the Project Site or any other portion of the Property occupied by Solar Facilities. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Owner or any of Owner's Indemnified Parties or any party other than Lessee or its employees, contractors or agents.

(b) Owner's Indemnity. Owner will indemnify, defend and hold harmless Lessee and Lessee's members, shareholders, directors, successors, assigns, affiliates, personal representatives, trustees, mortgagees, employees and agents (collectively, "Lessee's Indemnified Parties") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by (i) any negligent act or failure to act by Owner, guest or invitee, or (ii) any breach of this Agreement by Owner. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Lessee or any of Lessee's Indemnified Parties or any party other than Owner or its employees, contractors or agents.

7.4 Requirements of Governmental Agencies. Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the construction and operation of the Solar Facilities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity

or applicability to the Property, Project Site or Solar Facilities of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall cooperate in every reasonable way in such contest, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, at no out-of-pocket expense to Owner. Any such contest or proceeding shall be controlled and directed by Lessee, but Lessee shall indemnify Owner from Lessee's failure to observe or comply with the contested law, ordinance, statute, order, regulation or property assessment.

7.5 Construction Liens. Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property in connection with Lessee's use of the Property. Lessee may contest any such lien and the legal validity and amount of any such lien; *provided, however*, that if Lessee elects to contest any such lien, Lessee shall, within 60 days after it receives notice of the filing of such lien, either bond around such lien or establish appropriate reserves therefor, or otherwise remove such lien from the Property pursuant to applicable law.

7.6 Lessee Non-Interference with Agricultural Activities. In the construction and operation of its Solar Facilities, Lessee will make commercially reasonable efforts not to interfere with Owner's agricultural activities on the rest of the Property. To facilitate communication, Lessee and Owner will each designate a single point of contact with the other Party.

(a) Construction and Siting. Lessee will consult with Owner (or, at Owner's request, with Owner's then-current tenant) prior to the Start of Construction to describe Lessee's plan and schedule for construction on the Property. As part of the consultation, Lessee will present a preliminary site map showing the Project Site and any new roads, overhead transmission lines, electric substation or switchyard, or operations and maintenance building proposed to be located on the Property outside of the Project Site pursuant to Section 8.6 or Section 10.1 (the "Related Facilities"), and solicit Owner's advice and input, before finalizing the site design. Lessee will also discuss with Owner the measures Lessee will take during construction to minimize conflicts between Lessee's construction activities and Owner's ongoing agricultural operations.

(b) Soil Restoration; Compaction; Weed Control. Outside of the Project Site, Lessee shall use commercially reasonable efforts to minimize any damage to and disturbance of growing crops and crop land caused by its construction activities and will work with Owner to minimize areas of potential soil compaction. Lessee shall not remove topsoil from the Property, and shall replace removed topsoil to the location from which it was removed to the extent practicable, or such other location on the Property as may be reasonably requested by Owner. Upon completion of construction on the Property, Lessee will restore the soil surface on any portion of the Property disturbed by Lessee that is outside of the Project Site or the boundaries of any Related Facilities. In addition, if such disturbed area was in pasture prior to construction, Lessee will re-plant native or similar grass seed on such portion of the Property. If Lessee causes compaction of any previously cultivated part of the Property located outside of the Project Site or the boundaries of any Related Facilities, Lessee will "rip" such portion of the Property in at least three passes to a depth of at least 18 inches. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to control weeds within the Project Site, the portions of the Property where Related Facilities have been installed, and in areas disturbed by Lessee's construction on the Property. Owner may spray to control weeds up to the edge of the Project Site.

(c) Underground Lines and Drainage Tiles. During construction on the Property, Lessee will promptly repair any damage to underground drainage tiles or waterways caused by the construction activities of Lessee, and such repairs will be done by a qualified professional. Lessee shall have a continuing obligation to effect repairs to drainage tiles for any damage provided that such damage is related to the construction activities of Lessee. Once Owner has provided Lessee with written acceptance of the drainage repairs, Lessee shall be relieved of any obligation to effect further repairs unless Lessee causes new damage to drainage tiles or waterways.

(d) Crop Damage. [REDACTED]

[REDACTED]

(e) Gates and Fences. If Owner's Property is fenced, all of Lessee's newly constructed access roads located on the Property shall be gated by Lessee at Lessee's expense, and Owner shall be furnished with keys or other ability to open and close such exterior gates. Lessee shall maintain such gates as part of the Solar Facilities. When installing a gate within Owner's existing fence, Lessee will make such fence cuts, braces, and repairs that will be permanent and remain functional for the remaining life of the fence of which they are part; alternatively, Owner may require Lessee to install a cattle guard in lieu of any internal gate. When accessing the Property, Lessee will close gates used by its personnel except when open to permit the passage of vehicular traffic, so that Owner's or Owner's tenant's livestock do not stray or escape through such gates. Additionally, Owner authorizes Lessee, at Lessee's sole expense, to take reasonable safety and security measures to reduce the risk of damage to Solar Facilities or the risk that Solar Facilities will cause damage, injury or death to people, livestock, other animals and property, including fencing around the Project Site and the perimeter of any electric substation or switchyard, operations or maintenance building, or (during periods of construction) laydown area located outside of the Project Site, as Lessee may deem necessary or appropriate to secure or enclose the same.

(f) Roads. To minimize erosion caused by Lessee's construction of roads on the Property and facilitate natural drainage, Lessee will seek Owner's advice on the design and location of such roads. Lessee will incorporate Owner's advice into the final road design to the extent such advice does not substantially increase construction costs over a design based on good engineering practice, as determined by Lessee in its reasonable judgment. During construction, Lessee will keep Owner's existing site roads used by Lessee in good repair. After the Commercial

Operation Date, Lessee will maintain roads used by Lessee on the Property outside of the Project Site to the extent necessary for Lessee's continued use, as reasonably determined by Lessee, and will use commercially reasonable efforts to minimize erosion caused by Lessee's road use. The crown of new roads located in any previously cultivated portion of the Property will be kept to a minimum. Lessee will ensure there is an adequate crossing point for agricultural vehicles over any new roads. New roads used during construction but not required for operations will be reclaimed. If the installation of Solar Facilities re-routes the natural drainage, causing drainage problems on the Property, Lessee will use commercially reasonable efforts to correct such problems.

(g) Resources. Lessee may use caliche, gravel and water from the Property, so long as Lessee pays Owner the then current market price, excluding cost of transportation.

(h) Animals. Lessee's employees shall not bring animals onto the Property at any time.

(i) Keeping the Property Clean. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to keep the Property neat and clean (free from debris and waste), and shall remove all refuse, litter and debris created by Lessee and its invitees, licensees, agents and contractors from the Property.

(j) Livestock. Lessee will use commercially reasonable efforts to minimize any interference with Owner's livestock operation.

7.7 Hazardous Materials. Lessee shall not violate, and shall indemnify Owner against any liability and expense arising from violation by Lessee of, any federal, state, or local law, ordinance, or regulation promulgated thereunder ("Environmental Laws") relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials in, on or under the Property. This provision shall survive termination of this Agreement. For purposes of this Agreement, "Hazardous Materials" means any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property.

7.8 Noise, Glare and Shadow. Lessee shall have the right in connection with the construction, use and operation of Solar Facilities to emit or cause the emission of noise, to impact Owner's views of and from the Property, and to allow or permit the Solar Facilities to cast shadows and to create, cause and emit glare or shadow onto the Property and adjacent properties, and similar field effects. OWNER, FOR ITSELF AND ON BEHALF OF ITS SUCCESSORS AND ASSIGNS, HEREBY ACCEPTS SUCH EFFECTS, WAIVES ANY RIGHT TO OBJECT TO SUCH EFFECTS AND RELEASES LESSEE FROM ANY CLAIMS, DAMAGES, LIABILITIES OR LOSSES OWNER MAY INCUR THEREFROM.

8. Owner's Representations, Warranties, and Covenants. Owner hereby represents, warrants, and covenants as follows:

8.1 Owner's Authority. Owner is the sole owner of the Property and holds fee simple title to the surface estate of the Property. Owner has the unrestricted right and authority and has taken all necessary action to authorize Owner to execute this Agreement and to grant to Lessee the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so and all persons having any ownership interest in the Property (including spouses) are

signing this Agreement. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner and the Property in accordance with its terms. Without limiting the foregoing, if a title search shows that the holders of fee simple title to the Property are different from the persons who signed this Agreement as Owner, the persons who signed this Agreement as Owner shall immediately cause all of the holders of fee simple title to the Property to execute an amendment to this Agreement pursuant to which all of such holders of fee simple title to the Property agree to and ratify this Agreement, all at no cost to Lessee.

8.2 Restrictive Covenant - No Interference. Lessee shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance, or operation of Solar Facilities, whether located on the Property or elsewhere; access over the Property to such Solar Facilities; Lessee's rights granted hereunder to use the Property for any other Solar Energy Purposes; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, (a) the activities of Owner shall not disturb or interfere with the unobstructed flow of Solar Energy upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing permanent or temporary buildings, barns, silos or other structures or facilities (collectively, "Owner's Structures") closer than five (5) times the height of any such Owner's Structure from any Solar Generating Equipment of Lessee, whether located on the Property or elsewhere, and (b) Owner shall not engage in any other activity on the Property or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Solar Facilities. The area of land to remain unobstructed by Owner will consist horizontally of the entire Property, and vertically all space located above the surface of the Property. If Lessee builds Solar Facilities on only a portion of the Property, Owner may use the rest of the Property in any manner that complies with the foregoing. In addition, Owner represents that it is not aware of any pending or threatened lawsuits or government actions that might interfere with the construction or operation of Solar Facilities on the Property, or any delinquent taxes affecting the Property.

8.3 Water Rights. Owner shall retain its water rights and the ability to physically remove and contractually sell the water from existing wells on the site, provided that (a) Owner's exercise of its water rights shall not interfere with the construction, installation, maintenance, or operation of Solar Facilities, or access over the Property to such Solar Facilities, or Lessee's rights hereunder to use the Property for any other Solar Energy Purposes; and (b) Lessee shall be entitled to consume water from the Property for both onsite and offsite Solar Energy Purposes if it pays Owner then-current market rates (excluding cost of transportation) or purchases water directly from the local water authority.

8.4 Liens and Tenants. Except as disclosed by Owner in writing to Lessee on or prior to the Effective Date, Owner represents that there are no liens, encumbrances, leases, easements, mortgages, deeds of trust, security interests, mineral or gas and gas rights, options, sale contracts, claims, disputes or other exceptions to Owner's fee title ownership of the Property or to Owner's right, title or interest in the Property (collectively, "Liens"), which are not recorded in the public records of the County in which the Property is located. Lienholders (including tenants), whether or not their Liens are recorded, shall be Owner's responsibility, and Owner shall fully cooperate and assist Lessee in obtaining a non-disturbance agreement from each party that holds a Lien that Lessee determines in its discretion might interfere with Lessee's rights under this Agreement. A non-disturbance agreement is an agreement between Lessee and a lienholder which

provides that the lienholder shall not disturb Lessee's possession or rights under this Agreement or terminate this Agreement so long as Owner is not entitled to terminate this Agreement under the provisions hereof. If Owner is unable to obtain any such non-disturbance agreement from a lienholder that holds a mortgage, deed of trust, tax lien or other Lien that is senior to this Agreement (if any), Lessee shall be entitled (but not obligated) to make payments in fulfillment of Owner's obligations to the lienholder and may offset the amount of such payments from amounts due Owner under this Agreement. Owner represents that Owner is not aware of any delinquent taxes affecting the Property.

8.5 Requirements of Governmental Agencies. Owner shall assist and fully cooperate with Lessee, at no out-of-pocket expense to Owner, in complying with or obtaining any land use or siting permits and approvals, property tax abatements, building permits, environmental impact reviews, or any other approvals required for the financing, construction, installation, monitoring, replacement, relocation, maintenance, operation or removal of Solar Facilities (whether located on the Property or elsewhere), including execution of applications for such approvals if required. In connection with any applications for such approvals, Owner agrees at Lessee's request to support such application (at no out-of-pocket expense to Owner) at any administrative, judicial or legislative level, including participating in any appeals or regulatory proceedings. If Owner is contacted directly by any governmental agency about this Agreement, any Solar Facilities or the Property, Owner shall notify Lessee. To the extent permitted by law, Owner hereby waives any setbacks or other restrictions on the location of any Solar Facilities to be installed on the Property or on adjacent properties, including but not limited to waiver of all property line setbacks, pursuant to state or county rules, regulations or ordinances (that is, Owner approves a reduction of each such setback to zero), and Owner shall cooperate with Lessee in providing documentation of such setback waivers and shall execute any documents reasonably requested by Lessee to evidence Owner's waiver of such setbacks.

8.6 Access. Owner hereby grants to Lessee the right of ingress to and egress from Solar Facilities (whether located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time ("Access Easement"). The Access Easement shall include the right to improve existing roads and lanes, shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Access Easement shall expire upon termination or expiration of this Agreement.

8.7 Construction Easement. Owner grants Lessee an easement in, over and across the Property ("Construction Easement") which may be utilized on a temporary basis for access, construction laydown or other purposes to facilitate the construction, maintenance or repair of Solar Facilities (whether located on the Property or nearby properties) during any time that Lessee is conducting such work. Lessee shall have the right, at its sole expense, to (a) remove any existing trees, shrubs, vegetation, structures or improvements located on a Project Site or the site of Related Facilities that might interfere with construction or operation of Solar Facilities; and (b) change the grade of any part of the Property used as a Project Site, to the extent necessary to construct Solar Facilities, as determined by Lessee. Lessee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying outside of the Project Site during construction. Lessee will comply with Section 7.6 with respect to damage caused by Lessee's use of the Construction Easement. The Construction Easement shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their

respective transferees, successors and assigns, and all persons claiming under them. The Construction Easement shall expire upon the termination or expiration of this Agreement.

8.8 Mineral Development. This Agreement is subject to any and all existing mineral reservations and mineral leases granted by Owner or its predecessors-in-interest, which cover some or all of the Property as of the Effective Date. In order to permit the simultaneous use of the Property for Solar Energy Purposes and mineral resource development, Owner and Lessee agree to work cooperatively together to ensure that Owner can benefit from the exploitation of the mineral resources on or under the Property and Lessee can undertake development of Solar Energy projects with reasonable certainty that the exploitation of the mineral resources will not interfere with or adversely affect the Solar Energy projects or unobstructed access to sunlight on the Property. Thus, prior to the issuance of any new mineral lease or to a sale or exchange of minerals under the Property during the Term, Owner will advise and consult with Lessee regarding each such proposed transaction and include in any new lease or sale or exchange documentation, as applicable, a requirement that the buyer, lessee or other party to the minerals transaction waive and release during the Term, any and all rights to enter upon, utilize or disturb the surface area of the Property for any reason whatsoever, including, without limitation, the exploration, drilling or mining of such oil, gas or other minerals; *provided, however,* that foregoing waiver and release shall not preclude the exploration, mining, development, extraction and production of oil, gas, sulphur or other minerals from or under the Property (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) by means of directional or horizontal drilling or utilized or pooled operations with the well and all surface equipment located off the Property, without, in either case, any well bore or mine shaft penetrating any depth beneath the Property above the subsurface depth of five hundred feet (500') feet nor shall such well bore or mine shaft impair the subjacent support of the Property or of any improvements now or hereafter situated on the Property. In addition, upon written request from Lessee, Owner shall (i) cooperate with Lessee in requesting a separate nondisturbance agreement from any existing mineral interest lessee or owner on terms reasonably acceptable to Lessee, and (ii) enforce any rights Owner may have against any such mineral interest lessee or owner in order to provide reasonable accommodation for Lessee to exercise its rights under this Agreement.

8.9 Hazardous Materials.

(a) Owner shall not violate, and shall indemnify Lessee against any such violation of, any Environmental Laws in, on or under the Property. Owner shall promptly notify Lessee of any such violation. This provision shall survive expiration or termination of this Agreement.

(b) To the best of Owner's knowledge, the Property, including, but not limited to, all improvements, facilities, structures and equipment thereon, and the soil and groundwater thereunder, is not in material violation of any Environmental Laws. No release or threatened release of any Hazardous Material has occurred, or is occurring, at, on, under, from or to the Property, and no Hazardous Material is present in, on, under or about, or migrating to or from the Property that could give rise to a claim under Environmental Laws. Neither Owner nor, to the best of Owner's knowledge, any third party has used, generated, manufactured, produced, stored or disposed of on, under or about the Property, or transported to or from the Property any Hazardous Materials in violation of Environmental Laws or in such a manner as to require investigation or remediation of such Hazardous Materials. To Owner's knowledge, there are no storage or other tanks or containers, or wells or other improvements, below the surface of the Property, nor have

any storage or other tanks or containers, or wells or other improvements ever previously been located below the surface of the Property. Owner shall be responsible for and/or shall indemnify Lessee for any liability arising out of a violation of any Environmental Laws in, on or under the Property that may exist (whether known or unknown) as of the Effective Date.

8.10 Non-exclusive Grant of Rights. Owner hereby grants Lessee a non-exclusive right, privilege, license and easement covering all of the following:

(a) Any and all easements, rights-of-way, rights of entry, hereditaments, privileges and appurtenances benefiting, belonging to or inuring to the benefit of Owner and pertaining to the Property.

(b) Any and all right, title and interest of Owner in and to any land in the bed of any street, road, avenue or alley (open, proposed or closed) in front of or adjoining the Property and any and all right, title and interest of Owner, in and to any rights-of-way, rights of ingress or egress, or other interests in, on, or to any land, highway, street, road, avenue or alley (open, proposed or closed) in, on, or across, in front of, abutting, or adjoining the Property.

(c) Any and all right, title and interest of Owner, in and to any strips or gores of land adjacent or contiguous to the Property, whether those lands are owned or claimed by deed, limitations, or otherwise.

8.11 Hunting. For safety reasons, hunting is prohibited on the Property after the Start of Construction.

9. Assignment.

9.1 Assignments by Lessee. Lessee and any Assignee (as hereinafter defined) shall have the right, without obtaining the consent of Owner, to do any of the following with respect to all or any portion of its right, title and/or interest in and to this Agreement, the Lease, the Property, any Project Site and/or any Solar Facilities: (a) grant subleases, separate easements, co-easements, subeasements, licenses or similar rights (however denominated) to one or more Assignees, (b) collaterally assign, mortgage, encumber, pledge or transfer all or any portion of its right, title or interest therein to one or more parties providing financing to Lessee, and/or (c) sell, lease, assign, transfer or otherwise convey all or any portion of its right, title or interest therein to one or more Assignees. Lessee or an Assignee that has assigned an interest hereunder will give notice of such assignment (including the address of the assignee thereof for notice purposes) to Owner, *provided* that failure to give such notice shall not constitute a default under this Agreement but rather shall only have the effect of not binding Owner with respect to such assignment until such notice shall have been given. For purposes of this paragraph, an “Assignee” is any of the following: (i) any one or more parties involved in the development, financing or refinancing of any Solar Facilities, including, without limitation, any lender to or investor in, or purchaser or lessee of, Solar Facilities; (ii) any one or more parties involved in financing or refinancing the development of any Solar Facilities, or any purchaser or owner of Solar Facilities; (iii) a corporation, partnership or limited liability company now existing or hereafter organized (including Lessee) in which Lessee or any of its owners, or any affiliate or partner of either, owns (directly or indirectly) a controlling interest at the time of assignment; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation, partnership or limited liability company; or (v) a corporation, partnership, limited liability company, or other

entity that acquires all or substantially all of Lessee's business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means.

9.2 Assignee Obligations. No Assignee shall have any obligation or liability under this Agreement prior to the time that such Assignee takes actual physical possession of the Property. An Assignee shall be liable to perform obligations under this Agreement only for and during the period such Assignee is in possession of the Property. Any assignment permitted hereunder shall release the assignor from assigned liabilities of Lessee under this Agreement when the Assignee agrees in writing to perform the assigned obligations, if such Assignee either (a) is at least as creditworthy as the assignor at the time of the assignment, or (b) owns or holds, or will own or hold, a majority or controlling interest, directly or indirectly, in any Solar Facilities including Solar Generating Equipment located on the Property.

9.3 Right to Cure Defaults. To prevent termination of this Agreement or any partial interest therein, Lessee (or any Assignee) shall have the right, but not the obligation, at any time prior to the termination, to pay any or all amounts due hereunder, and to do any other act or thing required of any Assignee or Lessee hereunder or necessary to prevent the termination of this Agreement or any partial interest therein. A default of the holder of a partial interest in this Agreement will not be considered a default by the holder of any other partial interest in this Agreement, and the non-defaulting holder's partial interest shall not be disturbed. If Lessee or an Assignee holds an interest in less than all of this Agreement, the Property or the Solar Facilities, any default under this Agreement shall be deemed remedied, as to Lessee's or such Assignee's partial interest, and Owner shall not disturb such partial interest, if Lessee or the Assignee, as the case may be, shall have cured its *pro rata* portion of the default by paying the fees attributable to the Solar Facilities or the Project Site in which Lessee or the Assignee, as the case may be, holds an interest.

9.4 Separability. Lessee may use the Property in connection with one or more Project Sites of associated Solar Facilities constructed, installed and/or operated on the Property and/or on other lands in the general vicinity of the Property by or on behalf of Lessee or an affiliate or Assignee(s) thereof as an integrated energy generating and delivery system. If Lessee elects to use the Property for two or more Project Sites, then Owner shall, within 20 days after request from Lessee, and without demanding any additional consideration, bifurcate this Agreement and the Lease by entering into and delivering to Lessee two or more independent new lease agreements (which shall supersede and replace this Agreement) that provide Lessee with separate leasehold estates in different portions of the Property, as designated by Lessee. Each such new lease agreement shall: (a) specify the portion(s) of the Property to be covered thereby, (b) contain the same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Lessee or any other person or entity prior to the execution of such new agreements, and except for any modifications that may be required to ensure that each Party's combined obligations under such new agreements do not exceed such Party's obligations under this Agreement) and be in a form reasonably acceptable to Lessee; (c) be for a term equal to the remaining Term of this Agreement; (d) contain a grant of access, transmission, communications and other easements for the benefit of each of the bifurcated estates, covering such portion or portions of the Property outside of the benefited estate in each case as Lessee may designate; (e) require payment to Owner of only an acreage-proportionate part of each payment due under Section 4 (which under all such new agreements shall in the aggregate equal the amounts that are due under Section 4); (f) provide for payments thereafter due under Section 4 and elsewhere to be paid with respect to the Solar Facilities actually installed under such new lease for the portion of the Property subject to such

lease; and (g) enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Property. Further, notwithstanding any other provision of this Agreement, (i) in the event of any uncured default under any such new lease agreement, such event of default shall not affect, or cause a termination of, any other such new lease agreement or any rights or interests granted under any other such new lease agreement and (ii) in the event of a termination of any such new lease agreement, the remaining new lease agreements and all rights granted therein, including all easements affecting any portions of the Property (regardless of whether such portions of the Property are part of or outside the benefited estate), shall remain in full force and effect without any further compensation due Owner.

9.5 Transfers by Owner. Owner shall have full right and authority to sell, convey, mortgage, or transfer to one or more transferees, all of Owner's right, title and interest in and to the Property, but any such sale or other transfer shall be subject to the Construction Easement, the Transmission Easement, the Access Easement and this Agreement.

10. Transmission.

10.1 Grant of Transmission Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner, Owner hereby grants to Lessee an exclusive easement ("Transmission Easement") in, on, along, over, above, across and under the Property for the right to erect, construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time in connection with Solar Energy Purposes, whether carried out on the Property or elsewhere: (a) a line or lines of poles or towers, together with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said poles, towers, wires and cables on, along and in the Property, including beneath the bed of any road located on the Property; and (b) one or more electric inverters, substations or interconnection or switching facilities from which Lessee or others that generate energy may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, together with the appropriate rights-of-way, on, along and in the Property. Said poles, towers, wires, cables, substations, facilities and rights-of-way are herein collectively called the "Transmission Facilities."

10.2 Access. The Transmission Easement also includes the right of ingress to and egress from the Transmission Facilities (whether located on the Property or elsewhere), over and along the Property by means of roads and lanes thereon if existing or otherwise by such route or routes as Lessee may construct from time to time.

10.3 Assignment in Connection with Transmission Lines.

[REDACTED]

[REDACTED]

10.4 Term; Assignment. The term of the Transmission Easement shall expire upon expiration or termination of this Agreement, except that if Lessee grants a utility or other duly authorized entity any rights pursuant to Section 10.3, then the term of the Transmission Easement shall be perpetual. Lessee (and any Assignee) shall have the right, without need for Owner's consent, to assign or convey all or any portion of the Transmission Easement to an Assignee on an exclusive or nonexclusive basis. The Transmission Easement shall run with the Property and inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

11. Mortgagee Protection. [REDACTED]

11.1 Leasehold Mortgagee's Right to Possession, Right to Acquire and Right to Assign. [REDACTED]

11.2 Notice of Default: Opportunity to Cure [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11.3 New Lease or Easement to Mortgagee. If this Agreement or a partial interest herein terminates because of Lessee's default or if any leasehold and/or easement estate is foreclosed, or if this Agreement or a partial interest herein is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Owner shall, upon written request from any Leasehold Mortgagee within 90 days after such event, enter into a new agreement ("New Lease") for the Property or portion thereof, on the following terms and conditions:

(a) The terms of the New Lease shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the term of this Agreement, subject to the same terms and conditions set forth in this Agreement as are applicable to such interest, as if this Agreement had not been terminated.

(b) The New Lease shall be executed within 30 days after receipt by Owner of written notice of the Leasehold Mortgagee's election to enter into a New Lease, provided such Leasehold Mortgagee: (i) pays to Owner all rent and other monetary charges payable by Lessee under the terms of this Agreement up to the date of execution of the New Lease, as if this Agreement or applicable interest therein had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Lessee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Leasehold Mortgagee within 120 days of the termination, foreclosure, rejection, or disaffirmance; and (iii) agrees in writing to perform, or cause to be performed within a reasonable period of time, all non-monetary obligations which have not been performed by Lessee and which should have been performed under this Agreement or the partial interest therein up to the date of commencement of the New Lease, except those obligations which constitute non-monetary defaults not susceptible to cure. Any New Lease granted to the Leasehold Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrances or other interest created by Owner.

(c) At the option of the Leasehold Mortgagee, the New Lease may be executed by a third party designated by such Leasehold Mortgagee, without the Leasehold Mortgagee assuming the burdens and obligations of Lessee thereunder.

(d) The provisions of this Section 11.3 shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 11.3 were a separate and independent contract made by Owner, Lessee and such Leasehold Mortgagee, and, from the date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such New Lease, such Leasehold Mortgagee may use and enjoy said Property without hindrance by Owner or any person claiming by, through or under Owner, provided that all of the conditions for a New Lease as set forth herein are complied with.

11.4 Leasehold Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as there exists a Leasehold Mortgage, this Agreement shall not be modified or amended with respect to the interest in this Agreement encumbered by such Leasehold Mortgage and Owner shall not accept a surrender of the Property or any part thereof or a cancellation, termination or release of this Agreement from Lessee prior to expiration of the term without the prior written consent of any Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by such Leasehold Mortgagee.

11.5 Estoppel Certificates, Etc. Owner shall execute such (a) estoppel certificates (certifying as to such matters as Lessee may reasonably request, including, without limitation, that no default then exists under this Agreement, if such be the case); (b) consents to assignment, (c) non-disturbance agreements (respecting other property as to which Owner or its affiliates may have lease, use or other rights), and (d) documents reasonably required by a title insurance company, in each case as Lessee or any Assignee may reasonably request from time to time. Owner shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Lessee or any Assignee for the purpose of implementing the terms and conditions contained in this Agreement or of preserving a Leasehold Mortgagee's security interest, at no out-of-pocket cost to Owner. Notwithstanding any provision of this Agreement, the Parties agree that this Agreement shall not be modified or amended prior to expiration of the Term in a manner which would materially and adversely affect any Assignee without such Assignee's prior written consent. The previous sentence is for the express benefit of, and shall be enforceable by, each Assignee.

12. Default and Termination.

12.1 Lessee's Right to Terminate

[REDACTED]

12.2 Owner's Right to Terminate

[REDACTED]

12.3 Effect of Termination

[REDACTED]

12.4 Security for Removal

[REDACTED]

13. Miscellaneous.

13.1 Force Majeure. If performance of this Agreement or of any obligation hereunder is prevented, or materially hindered by reason of an event of Force Majeure (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention or material hindrance. The affected Party shall use reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, flood, drought, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; strikes or labor disputes; war, civil strife, sabotage, vandalism, or other violence; any law, order, proclamation, regulation, ordinance, action, demand, approval, delay, moratorium, permit or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of the Party claiming Force Majeure.

13.2 Confidentiality. Owner shall maintain in the strictest confidence, for the sole benefit of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee or discovered by Owner, unless such information either (a) is in the public domain by reason of prior

publication through no act or omission of Owner or its employees or agents, or (b) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity, or (c) is required to be disclosed by a court or governmental agency; *provided however*, that Owner may disclose the financial terms of this Agreement to Owner's family members; consultants, accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; prospective buyers of the Property; or lenders that may have a mortgage on the Property. Lessee shall maintain in confidence, and shall not publish or otherwise disclose, information pertaining to the financial terms of this Agreement except as necessary in connection with Lessee's development, construction, operations or financing activities or in connection with any assignment. The provisions of this Section 13.2 shall survive the termination or expiration of this Agreement.

13.3 Successors and Assigns. This Agreement and any right, title or interest hereunder shall inure to the benefit of and be binding upon Owner and Lessee and, to the extent provided in any assignment or other transfer under Section 9, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Lessee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in this Agreement as to all or a portion of the Property and actually are exercising rights under this Agreement to the extent consistent with such interest. The Parties agree and intend that the provisions of this Agreement shall be covenants running with the land and that they touch and concern the land because they determine how the Parties will use the Property and its resources, including payment for those resources and use of the Property. The Parties further agree and intend that any conveyance, assignment, sale or other transfer of all or a portion of either Party's rights or interests covered by and permitted under this Agreement shall include and be subject thereto because the provisions of this Agreement are covenants that run with the land. As covenants running with the land, the Parties intend that should either no longer share privity of estate with the other, its rights and obligations in this Agreement pass to the person or entity that shares privity of estate and assumes the role of Owner or Lessee. As a result, any Party who ceases to have privity of estate under this Agreement shall bear no liability or any obligation for the terms hereunder after the date on which privity ends. The privity of contract between the current Parties shall not change this result because the Parties do not intend the use of identifiers like Owner or Lessee to bind those specific Parties upon any transfer, conveyance, assignment, sale or other transfer covered by and permitted under this Agreement.

13.4 Notices. All notices, requests and other communications required or permitted by this Agreement shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, certified, and addressed as follows:

If to Owner:

Richard E. and Cassandra W. Lucas
84 Mount Merino Cemetery Lane
Irvington, KY 40146

Telephone:
Email:

If to Lessee:

OSER LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attn: General Counsel

[REDACTED]
[REDACTED]

If to any Assignee:

At the address indicated in the notice to Owner provided under Section 9.1.

Payments to Owner shall be mailed to Owner's address above and made out to Owner, unless Owner directs Lessee otherwise in writing. For the purpose of notices to be given by Owner, Owner designates the person to whom notices are given hereunder as its primary contact, and Lessee shall be entitled to rely on any notices given by such individual in writing as if given in writing by all of the persons or entities constituting Owner. Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph. Any notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such notice is only mailed by certified mail, in which case it shall be deemed to be received five business days after the date it is mailed.

13.5 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Owner and Lessee respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

13.6 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state or federal courts located in Louisville, Kentucky. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the Court. In no event shall either Party be liable under this Agreement for consequential, punitive, special, incidental or indirect damages.**

13.7 Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the Term of this Agreement, the Construction Easement, the Transmission Easement or the Access Easement be longer than, respectively, the longest period permitted by applicable law.

13.8 No Partnership. Neither the provisions of this Agreement, nor the provisions of any other agreements referenced herein, nor any acts of the Parties, nor any other circumstances shall be deemed to create a partnership or joint venture between the Parties with respect to the Property or the Solar Facilities for any purposes whatsoever. Each Party shall, in connection with this Agreement, the Property, or the Solar Facilities, take reasonable steps in dealing with third parties to negate any inference that such partnership or joint venture exists.

13.9 Memorandum. Neither Owner nor Lessee shall record this Agreement in its entirety. The Parties agree that a Memorandum of Lease shall be recorded in the real property records of the County where the Property is located (“Real Property Records”) at Lessee’s expense, in a form reasonably acceptable to both Parties, which form shall not contain any of the financial provisions hereof. In the event of any inaccuracy in Exhibit A, Lessee may correct such inaccuracy in order to accomplish the intent of Lessee and Owner.

13.10 Tax and Renewable Energy Credits. If under applicable law, the holder of a lease becomes ineligible for any tax credit, renewable energy credit, environmental credit or any other benefit or incentive for renewable or low carbon energy established by any local, state or federal government, then, at Lessee’s option, Owner and Lessee shall exercise good faith and negotiate an amendment to this Agreement or replace it with a different instrument so as to convert Lessee’s interest in the Property to a substantially similar interest that makes Lessee eligible for such credit, benefit or incentive.

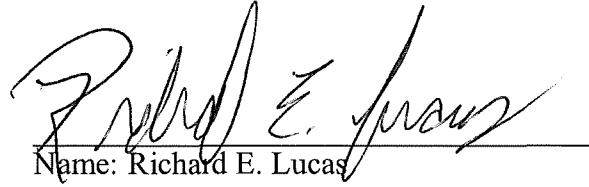
13.11 Further Assurances. From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments, documents and actions specifically provided for herein, as such other Party may reasonably request in order to effectuate the provisions of this Agreement, consummate the transactions contemplated herein, or confirm or perfect any right, restriction or interest to be created or transferred hereunder or pursuant to these transactions.

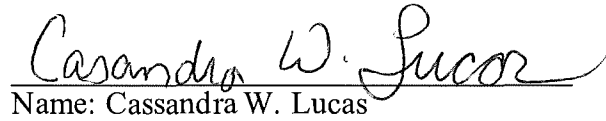
13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[Signatures to follow on next page.]

IN WITNESS WHEREOF, Owner and Lessee, individually or through duly authorized representatives, hereby execute this Agreement and certify that they have read, understand and agree to the terms and conditions of this Agreement.

“Owner”


Name: Richard E. Lucas


Name: Cassandra W. Lucas

[Signatures continued on following page.]

“Lessee”

**OSER LLC,
a Delaware limited liability company**


By: 
Name: Michael Haas
Title: President

EXHIBIT A

Legal Description of the Property

ALL THAT CERTAIN real estate lying and being situated in Breckinridge County, Kentucky, being more particularly bounded and described as follows:

Real Property Tax Parcel No. 112-14A (9.579 acres)

A certain tract of land lying and being in the Irvington community of Breckinridge County, Ky., on the northwest side of the Monohan Road and being further described as follows;

Beginning at a 1/2" rebar (set) on the northwest side of the Monohan Road (15' from center), said rod being referenced S-57-24-24-W, 648 feet along said road from a steel post at the southeast corner of the Merino Cemetery at the northeast corner of the parent tract, thence leaving the road and severing the parent tract, N-33-16-33-W, 313.64 feet to a 1/2" rebar (set) in a fence line in the southeast line of Lee Butler (D. B. 86, P. 29), said rebar being referenced S-57-24-25-W, 648 feet from the southwest corner of the cemetery, Thence with the fence and the line of said Butler, S-57-24-25-W, 1331.09 feet to a 1/2" rebar (set) in a fence corner in the north line of James Bandy (D. B. 135, P. 212), thence with the fence and the line of said Bandy, S-33-30-49-E, 313.66 feet to a 1/2" rebar (set) on the west side of the Monohan Road (15' from center), thence with the northwest side of said road, N-57-24-24-E, 1329.78 feet to the beginning.

CONTAINING: 9.579 ACRES more or less based on a survey made by demons Land Surveying on the 28th of Oct., 1997. Kendall Clemons Ky, P.L.S. 2811.

BEING the same property conveyed to Ernest E. Lucas and Brenda F. Lucas, his wife, by deed from James O. Cundiff and Fannie Cundiff, his wife, dated the 21st day of November, 1997 and recorded in Deed Book 249, page 674, Breckinridge County Clerk's Office.

Real Property Tax Parcel No. 133A-1 (14.99 acres)

A certain tract or parcel of land on the Mount Merino Cemetery Road near the intersection of said road with Kentucky Highway #79 in Breckinridge County, Kentucky, and being more particularly described as follows:

Being Parcel #1, consisting of 1.656 acres; Parcel #39, consisting of 3.317 acres; Parcel #40, consisting of 1.228 acres; Parcel #41, consisting of 1.744 acres; as shown on the plat of "GLADYS SMITH PROPERTY" as prepared by Smith Engineering and Land Surveys, Inc., Registered Land Surveyor #2373 with said plat recorded at Plat Cabinet A, Slide 321, in the Breckinridge County Clerk's Office, to which plat reference is hereby given for a more particular description of said property.

BEING the same property conveyed to Thomas H. Frymire and Margaret R. Frymire, his wife, by deed from Charles Richard Smith and Paul Edward Smith as Co- Executors of her estate of Gladys M. Smith, deceased, dated January 19, 1999 and recorded in Deed Book 257, page 398, Breckinridge County Clerk's Office.

ALSO

A certain tract or parcel of land on the Mount Merino Cemetery Road near the intersection of said road with Kentucky Highway #79 in Breckinridge County, Kentucky, and being more particularly described as follows:

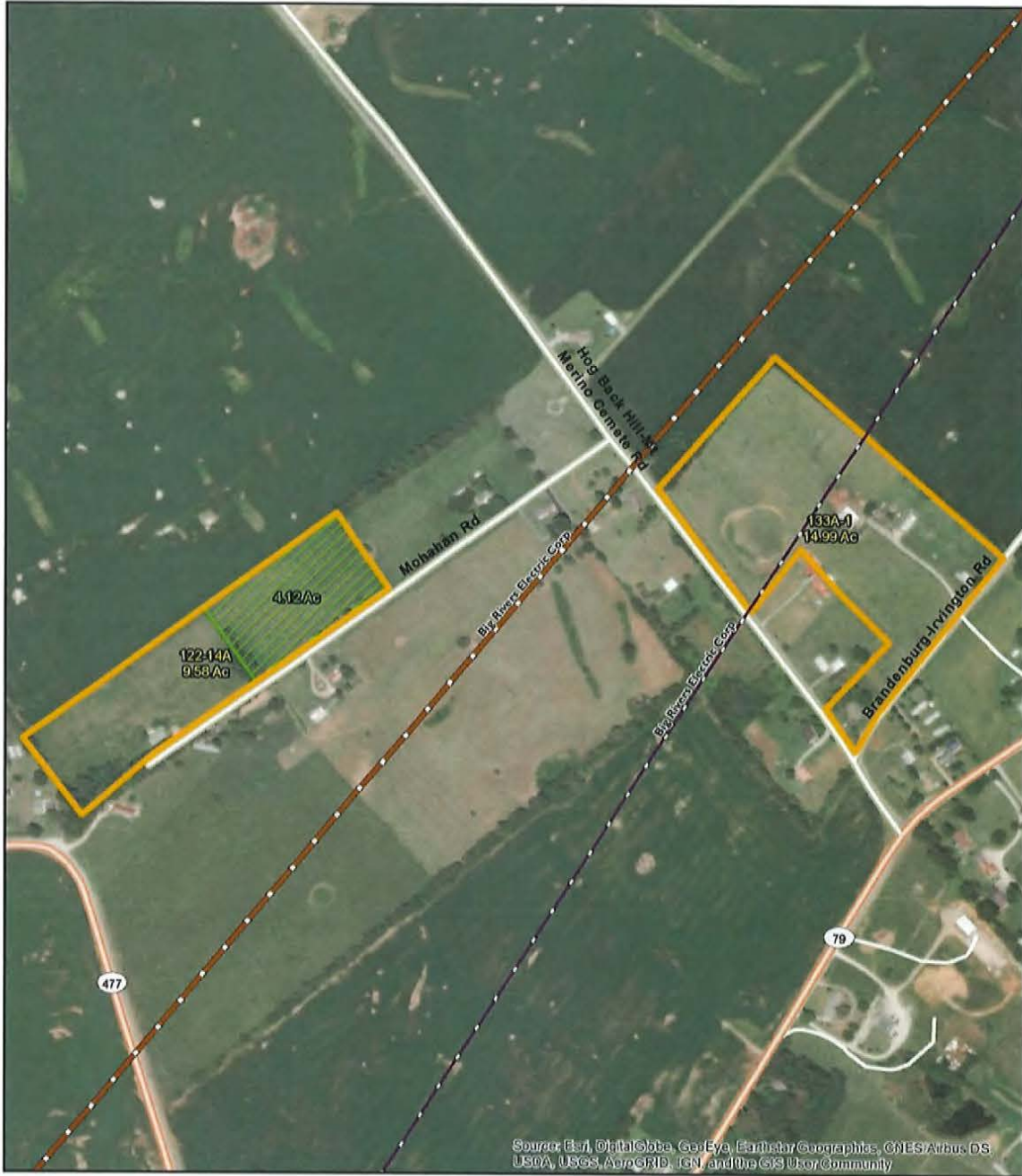
Being Parcel #4, consisting of 7.041 acres; as shown on the plat of "GLADYS SMITH PROPERTY" as prepared by Smith Engineering and Land Surveys, Inc., Registered Land Surveyor #2373 with said plat recorded at Plat Cabinet A, Slide 321, in the Breckinridge County Clerk's Office, to which plat reference is hereby given for a more particular description of said property.

BEING the same property conveyed to Tom Frymire and Margaret Frymire, his wife, by deed from Earl M. Davis and Nancy E. Davis, his wife, et al, dated June 2, 2000 and recorded in Deed Book 267, page 660, Breckinridge County Clerk's Office.

(In the event of any inaccuracies or insufficiencies in the above legal description, Lessee may modify this Exhibit A to correct such inaccuracies or insufficiencies)

EXHIBIT A-1

Map of Property and Excluded Area



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

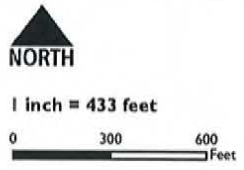


Exhibit A-1 Richard E. & Cassandra W. Lucas; Breckinridge Co., KY
KY-MEA I-208

- Property (Approx. 24,589 Ac)
- Excluded Area (Approx. 4.12 Ac)
- Transmission Lines (kV)**
- Under 100
- 100-161

Breckinridge Co., KY
 Confidential
 5/1/2020



Recording Requested By and
When Recorded Return to:

Merino Solar LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
[REDACTED]
Attn: General Counsel

#KY-MEA1-112T
Meade County, Kentucky

EASEMENT AGREEMENT
FOR COLLECTION FACILITIES

THIS EASEMENT AGREEMENT FOR COLLECTION FACILITIES (this "Agreement") is made, dated and effective as of September 7, 2020 (the "Effective Date"), between **Kenny Marcum, a single person** ("Owner"), and **Merino Solar LLC, a Delaware limited liability company** ("Grantee").

Owner is the sole owner of certain real property consisting of approximately 2.01 acres of land in Meade County, Kentucky, as more particularly described in Exhibit A attached hereto and made part hereof (the "Property"), and Grantee desires to use a portion of the Property for collection facilities in connection with a solar farm being developed by Grantee (the "Solar Farm"). The Property is a part of the same property conveyed to Owner by deed dated November 13, 2009, and recorded of record in Deed Book 558, Page 412, in the office of the County Clerk of Meade County, Kentucky.

For good and valuable consideration, the legal sufficiency of which is hereby acknowledged by both parties, Owner and Grantee agree as follows:

1. Addresses. All notices, requests and communications in connection with this Agreement shall be addressed as follows:

If to Owner: Kenny Marcum
 7668 Highway 79
 Guston, KY 40142

If to Grantee: Merino Solar LLC
 c/o Orion Renewable Energy Group LLC
 155 Grand Avenue, Suite 706
 Oakland, CA 94612
 Attention: General Counsel

2. Grant of Collection Easement. Owner grants to Grantee an easement (the "Collection Easement") in, on, under, along and across a portion of the Property approximately

fifty (50) feet wide (such portion of the Property, the "Collection Easement Area") for the right to construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time: underground wires and cables, for the collection and transmission of electrical energy and/or for communication purposes, and all necessary and proper appliances, fixtures and surface markers for use in connection with said wires and cables in, on, under, along and across the Collection Easement Area. Said wires, cables, appliances, fixtures, surface markers, and related facilities are herein collectively called the "Collection Facilities." The Collection Easement Area will be located within the "Easement Corridor" shown on the map attached hereto as Exhibit A-1. The Collection Easement shall expire upon termination or expiration of this Agreement

3. Payment. In consideration of the rights granted hereunder, Grantee agrees to pay Owner during the Term the amounts set forth in the Fee Schedule attached hereto (the "Fee Schedule").

4. Early Termination. If Grantee has not commenced construction of the Solar Farm ("Start of Construction") prior to the seventh anniversary of the Effective Date, Owner may terminate this Agreement by written notice to Grantee within 60 days of such anniversary, and upon such termination, there shall be no further obligations of either party; *provided, however*, that upon payment of the amount set forth in the Fee Schedule, Grantee may extend such seventh anniversary date to the tenth anniversary of the Effective Date. Grantee shall notify Owner of its commencement of construction on the Property.

5. Term and Termination.

5.1. Unless earlier terminated, this Agreement shall be for an initial term (the "Term") commencing on the Effective Date and continuing until the later of (a) 30 years after the first day of the calendar month following the month in which Grantee's Solar Farm begins delivering commercial quantities of electricity to the electric utility grid, or (b) 40 years after the Effective Date. Unless earlier terminated, Grantee may elect to extend the Term for one or two additional 10-year terms commencing on the last day of the Term or the tenth anniversary of such day, respectively, upon at least 30 days' notice to Owner.

5.2. An "Event of Default" shall exist under this Agreement if: (1) (A) Grantee fails to pay Owner any amount due hereunder, or (B) Grantee defaults in the performance of any other material covenant or agreement contained in this Agreement, and (2) either such default in (A) and (B) hereof continues uncured for a period of 60 days after written notice thereof from Owner to Grantee, unless such default cannot be reasonably cured within such 60-day period, in which case no Event of Default shall exist if Grantee, within such 60-day period, commences to cure such default and thereafter prosecutes the cure of such default in good faith and with due diligence. Upon the occurrence of an Event of Default, Owner may terminate this Agreement by recording in the real property records of the county in which the Property is located (the "County Records") a declaration stating that this Agreement has terminated by reason of the occurrence of an Event of Default. Grantee may terminate this Agreement as to all or any part of the Property at any time upon notice to Owner.

5.3. Upon the expiration or earlier termination of this Agreement, Grantee shall promptly de-energize any electrical lines or facilities in, on or over the Collection Easement Area, remove the Collection Facilities from the surface of the Collection Easement Area, and restore

said surface to substantially the same condition as the Collection Easement Area was in on the date construction of Collection Facilities commenced thereon.

6. Construction Activities.

6.1. Construction Activities. During construction or reconstruction of the Collection Facilities, Grantee may use for such purposes an additional 50 feet of land on either or both sides of Collection Easement Area. Grantee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying more than five feet from the edge of the Collection Easement Area during construction.

6.2. Drainage Tiles.

(a) At Grantee's option, either (i) Grantee will hire a local tiling firm to do any trenching work on the Property in connection with the installation of underground power lines, or (ii) Grantee will allow all of the landowners in the Project collectively to select a local tiling consultant to be present during trenching work for the Project, and Grantee will pay such consultant at standard local long-term rates. Grantee will install its underground power lines at least five feet below the soil surface so long as soil conditions do not make it commercially impracticable to do so, unless Owner consents to a lesser depth. During construction, if Grantee encounters underground drainage tiles while trenching for underground lines, Grantee shall install its underground lines below the drainage tiles unless the drainage tiles are six feet or more below the surface, in which case Grantee shall install its underground lines above the drainage tiles.

(b) After the Commercial Operation Date, Grantee shall provide Owner with a site map showing the "as built" location of the underground lines on the Property (using GPS coordinates), and such "as built" site map shall include notations identifying the depth of all underground tiles and underground lines at any location where such items cross (using GPS coordinates with a deviation no greater than one inch). Grantee will also place field markers at the edge of fields and take any other measures that are required by the IUPPS or county permits to mark the location of the underground lines, provided that marker tape placed in the trenches for the underground lines shall be at a depth no less than two feet above the underground lines and at least two feet below the soil surface. After Owner's receipt of the "as built" site map, Owner shall notify Grantee at least seven days in advance of installing or repairing underground drainage tiles or doing other soil-disturbing activities at a depth greater than two feet below the soil surface in a location above or near Grantee's underground lines. Within seven days of Grantee's receipt of such notice from Owner (or promptly, in the case of an emergency described by Owner), Grantee, using its "as built" site maps, shall confirm for Owner the actual depth of the marker tape and underground lines in the location of the proposed installation or repair work. If the entirety of Owner's proposed installation or repair work will be conducted at a depth above the marker tape, then Owner may conduct such work without a representative of Grantee present and without further notice to Grantee, and Grantee shall be responsible for any damage to underground lines caused directly and solely by any inaccuracies in Grantee's notification of the depth of the marker tape and underground lines in the location of the work. If any of Owner's proposed installation or repair work will be conducted at a depth below the marker tape, then within 30 days of such notification, Grantee will send out a field representative to uncover the affected Grantee underground lines so that Owner can complete its soil-disturbing activities in a safe and professional manner; provided that Grantee shall not be required to so uncover its underground lines in response to Owner's notification more than two times per year (except in the case of an

emergency). Owner shall deliver to Grantee's field representative a signed acknowledgement as soon as Grantee's field representative uncovers each such underground line, whereupon Owner shall indemnify Grantee for any damage to or interruption in service of such underground line(s). Owner shall be responsible for replacing all marker tape in the trenches for the underground lines so that such marker tape remains in the same location as it was located prior to Owner's work.

(c) Upon completion of construction on the Property, Grantee will promptly repair any damage to underground drainage tiles or waterways caused by the construction activities of Grantee pursuant to Section 13 below. Such repair shall in any event be completed within one year from the date such damage occurred. Grantee shall have a continuing obligation to effect repairs to drainage tiles for any damage which persists beyond one year provided that such damage is related to the construction activities of Grantee. Once Owner has provided Grantee with written acceptance of the drainage repairs, Grantee shall be relieved of any obligation to effect further repairs unless Grantee shall cause new damage to drainage tiles or waterways.

6.3. Soil. Upon completion of construction on the Property, Grantee will restore the soil surface on any portion of the Property disturbed by Grantee more than five feet from the edge of the Collection Easement Area. If Grantee causes compaction of any cultivated part of the Property located more than five feet from the edge of the Collection Easement Area, Grantee will "rip" such portion of the Property in at least three passes to a depth of at least 18 inches.

6.4. Septic System. Grantee acknowledges that there is a septic system and field bed (collectively, "Septic System") near the Collection Easement Area. Grantee shall use commercially reasonable efforts not to damage the Septic System. If Grantee causes damage to the Septic System, Grantee shall repair such damage at Grantee's expense.

7. Access. The Collection Easement is also for the right of ingress to and egress from the Solar Farm or the Collection Facilities (whether located on the Property, on adjacent property, or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Grantee may construct from time to time. Grantee will solicit Owner's advice and input, before finalizing the location of any new roads, and the final location of new roads to be installed on the Property shall be subject to Owner's consent. The foregoing access rights include the right to improve and maintain existing roads and lanes.

8. Ownership of Collection Facilities; Taxes. Owner shall have no ownership or other interest in any Collection Facilities installed on the Property. Grantee may remove any or all Collection Facilities at any time in accordance with the terms hereof. Grantee shall pay personal property taxes, if any, attributable to Collection Facilities and other improvements to the Property installed by Grantee. Grantee shall also pay or reimburse Owner for any increase in real property taxes levied against the Property as a result of Grantee's installations. Owner shall pay all taxes, assessments or other fees attributable to facilities installed by Owner or others on the Property or to the underlying value of the Property itself.

9. Owner's Right to Use the Property; No Interference. Any right not specifically granted herein to Grantee is reserved by Owner. Owner retains the right to use the Property for all purposes not inconsistent with the rights granted to Grantee by this Agreement, *provided* that Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance, or operation of Collection Facilities, whether located on

the Property or elsewhere; access over the Property to Collection Facilities; or the undertaking of any other activities permitted hereunder.

10. Costs and Maintenance. All costs and expenses incident to the construction, reconstruction, relocation, replacement, removal, maintenance and use of the Collection Facilities, including the trimming and cutting of any tree roots and underbrush shall be borne by Grantee. Grantee shall have the right to make all foreseen and unforeseen and ordinary and extraordinary changes and repairs which may be required to the Collection Facilities, and to maintain and keep the Collection Easement Area in good order, repair and condition, including but not limited to trimming, cutting and removing tree roots and underbrush anywhere on the Property as reasonably necessary if any roots or other parts are within the Collection Easement Area. When Grantee performs such maintenance activities, Grantee shall remove all debris created (such as, but not limited to, tree roots, underbrush, etc.) and dispose of such debris offsite.

11. Compliance with Laws; Setback Waiver. Grantee shall comply with all laws, regulations and rules governing the construction, reconstruction, relocation, replacement, removal, maintenance and use of the Collection Facilities. Owner hereby waives any setbacks that otherwise restrict the location of any solar equipment or Collection Facilities to be installed on the Property or on adjacent properties, including but not limited to waiver of all property line setbacks, pursuant to state or county rules, regulations or ordinances (that is, Owner approves a reduction of each such setback to zero), and Owner shall cooperate with Grantee in obtaining written waivers of such setbacks and shall execute any documents reasonably requested by Grantee to evidence Owner's waiver of such setbacks.

12. Assignment. Grantee may assign this Agreement or its rights with respect to the Collection Easement, in whole or in part, without the need for Owner's consent. This Agreement and all easements and rights granted herein, including the Collection Easement, shall burden the Property and shall run with the Property. This Agreement and the Collection Easement shall inure to the benefit of, and be binding upon, Owner and Grantee and their respective transferees, heirs, successors and assigns and all persons claiming under them. Any sale or other transfer of the Property by Owner shall be subject to the Collection Easement and this Agreement. References to Grantee in this Agreement shall be deemed to include its assignees in possession of the Property.

13. Indemnity. (a) Grantee shall, at all times, save and hold harmless and indemnify Owner, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions to the extent caused by the negligence or willful misconduct of Grantee, its officers, partners, agents, contractors and employees, including, but not limited to, (i) all claims for personal injuries and property damage more than five feet from the edge of the Collection Easement Area, (ii) damage to Owner's existing growing crops, (iii) damage to Owner's drainage tiles and waterways (which damage shall be repaired by Grantee, including use of a double wall pipe technique or placement of suitable fill material under the repaired or replaced tile as necessary to minimize settling, in Grantee's reasonable judgment in consultation with Owner), and (iv) the costs associated with soil compaction (as determined under Section 4(a) in the Fee Schedule). The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and the like that may result from Owner's loss of use of the Collection Easement Area. (b) Owner shall, at all times, save and hold harmless and indemnify Grantee, its officers, partners, agents, contractors and employees, from and against all losses, damages, expenses, claims, demands, suits and actions, including, but not limited to, all claims for personal injuries and property damage within the Collection Easement Area, to the extent caused by the negligence or willful misconduct of Owner, its officers, partners, agents, contractors and employees.

14. Financing.

14.1. Grantee may collaterally assign, mortgage or otherwise encumber its interest in the Collection Easement and this Agreement to a Financing Party (as hereinafter defined) under a Mortgage (as hereinafter defined). The term "Financing Party" means (i) any institution (including any trustee or agent of behalf of such institution) providing debt or other financing (including easement financing) to or for the benefit of Grantee or its successors or assigns, (ii) any counterparty under a power purchase agreement, renewable energy agreement or similar agreement that has been provided a Mortgage (as defined herein) by Grantee to secure obligations owing to such counterparty, and (iii) any tax equity investor in Grantee (until the "DRO Zero Date" or similar date that such tax equity investor has received a specified after-tax rate of return on its investment and has a balance in its respective capital account of at least zero). The term "Mortgage" shall mean any mortgage, deed of trust, deed to secure debt or other security instrument by which Grantee's interest in this Agreement, the Collection Easement, the Collection Facilities, or the Property is collaterally assigned, mortgaged, pledged, conveyed, assigned or otherwise transferred or encumbered to secure a debt or other obligation to a Financing Party. A Financing Party who provides written notice to Owner of its Mortgage (if applicable), or of its position as a Financing Party, along with its address for notices, shall be referred to as "Lender."

14.2. Owner, upon providing Grantee any notice of (i) default under this Agreement or (ii) termination of this Agreement, shall at the same time provide a copy of such notice to each Lender. Such Lender shall have the same period, after the giving of such notice, for remedying any default or causing the same to be remedied (but shall have no obligation to remedy or cause the remedy of any default), as is given Grantee after the giving of such notice to Grantee to remedy the default specified in any such notice. Owner shall accept such performance by or at the instigation of such Lender as if the same had been done by Grantee.

14.3. Owner shall execute such (a) estoppel certificates (certifying as to such matters as Grantee may reasonably request, including, without limitation, that no default then exists under this Agreement to Owner's knowledge, if such be the case); (b) consents to

assignment, (c) non-disturbance agreements, and (d) documents reasonably required by a title insurance company, in each case as Grantee or any Lender may reasonably request from time to time.

15. Miscellaneous.

15.1. Notices. All notices, requests and communications (“Notice”) under this Agreement shall be given in writing, by (i) personal delivery (confirmed by the courier delivery service), (ii) facsimile and confirmed in writing by first class mail, or (iii) first class certified mail, postage prepaid, to the individuals and addresses indicated in Section 1 above. Any Notice to a Lender of an Event of Default or termination of this Agreement shall be delivered to the address indicated in Lender’s notice sent to Owner under Section 14.1 hereof. Except as expressly provided herein, any Notice provided for herein shall become effective only upon and at the time of first receipt by the party to whom it is given, unless such Notice is only mailed by certified mail in which case it shall be deemed to be received five business days after the date that it is mailed. Any party may, by Notice to the other party, change the individual address to which Notices shall thereafter be sent.

15.2. Governing Law; Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either party shall not be employed in the interpretation of this Agreement, and is hereby waived. Each party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the Court. In no event shall either party be liable under this Agreement for consequential, punitive, special, incidental or indirect damages.

15.3. Integration; Amendment. This Agreement, when executed, approved and delivered, together with all exhibits attached hereto, shall constitute the entire agreement between the parties and there are no other representations or agreements, oral or written, except as expressly set forth herein. This Agreement may not be amended or modified except by a written agreement signed by the parties hereto.

15.4. Recording; Collection Easement Area; Corrections. Owner and Grantee agree that this Agreement (without the Fee Schedule) shall be recorded in the County Records. From time to time, Grantee may send a Notice to Owner containing a map or legal description of the Collection Easement Area and such map or legal description shall be attached to this Agreement as Exhibit B. Grantee may record such Exhibit B in the County Records without the need for Owner’s consent, so long as the location of the Collection Easement Area as shown or described in such Exhibit B is consistent with the provisions of Section 2. In the event of any inaccuracy or insufficiency in the description of the Property or Collection Easement Area in Exhibit A or Exhibit B, respectively, or in the description of the parties in whom title to the Property is vested, Grantee may record in the County Records an amendment or correction of this Agreement or of Exhibit A or Exhibit B, respectively, to correct such inaccuracy or insufficiency.

15.5. Taxes. Grantee shall pay property taxes, if any, attributable to Collection Facilities installed by Grantee.

15.6. Counterparts. This Agreement may be executed in multiple counterparts, no one of which need be executed by all parties hereto, and each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

[Signatures on following page]


IN WITNESS WHEREOF, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

“OWNER”


Name: Kenny Marcum

“GRANTEE”

**Merino Solar LLC,
a Delaware limited liability company**

By: 
Name: Michael Haas
Title: President

COMMONWEALTH OF KENTUCKY

§
§
§

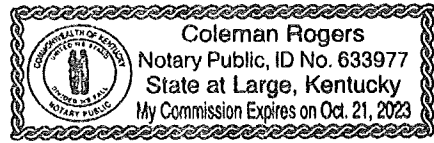
COUNTY OF Jessamine

The foregoing instrument was acknowledged before me this 19 day of August, 20 ,
by Kenny Marcum .

Coleman Rogers
Notary Public Signature

Notary Public
(Title or rank)

Notary ID # - 633977
(Serial number, if any)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

§
§
§

COUNTY OF ALAMEDA

On September 7 2020, before me, Max Rosen, a Notary Public, personally appeared Michael Haas, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

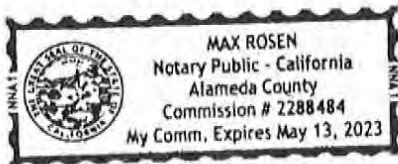
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

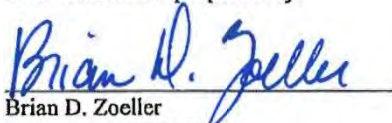
[Notary Stamp/Seal]



Notary Public in and for the State of California



This instrument prepared by:

A handwritten signature in blue ink that reads "Brian D. Zoeller". The signature is written over a horizontal line.

Brian D. Zoeller
Frost Brown Todd LLC
400 W. Market Street
Suite 3200
Louisville, KY 40202-3363

Note to Clerk: This document is a utility easement and it is exempt from the deed filing requirements listed in subsections (l)(c), (d), and (e) 382.185 of the Kentucky Revised Statutes.

Exhibit A

Description of Property

That certain real property of Owner located in Meade County, Kentucky, to wit:

Parcel Identification Number: 087-00-00-025.12 (2.01 acres)

Being Lot 12 of Livers Estates, as shown on plat of same of record in Plat Cabinet 6, Sheet 162, in the Office of the Meade County Court Clerk.

Being the same property conveyed to Dewey Brown and Vicky Brown, Husband and Wife, by Deed dated 1-13-06, of record in Deed Book 507, Page 550, in the Office of the Clerk of the Meade County Court.

(In the event of any inaccuracy or insufficiency in the foregoing legal description, Grantee may record an amendment or correction of this Agreement to correct the inaccuracy or insufficiency)



Exhibit A-1

Map of Property and Easement Corridor



1 inch = 100 feet
0 50 100 Feet

**Exhibit A-1 - Kenny Marcum;
KY-MEA1-112T**

 Easement Corridor - Approx. 45.76 ft
 Property - 2.01 Ac

Meade Co., KY
7/11/2020



CONFIDENTIAL – DO NOT RECORD (PLEASE DETACH BEFORE RECORDING)

FEE SCHEDULE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

LEASE AGREEMENT

(#KY-MEA1-209)

This Lease Agreement (this "Agreement") is made, dated and effective as of July 15, 2020 (the "Effective Date"), between **Marino Property, LLC**, a **Kentucky limited liability company** ("Owner"), and **OSER LLC**, a **Delaware limited liability company** (together with its transferees, successors and assigns, "Lessee"), and in connection herewith, Owner and Lessee agree, covenant and contract as set forth in this Agreement. Owner and Lessee are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

Owner and Lessee entered into a solar lease agreement in the form of a letter agreement (the "Letter Agreement") dated August 18, 2017 (the "Letter Agreement Effective Date"). Owner and Lessee now wish to amend and restate the Letter Agreement on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Lease. Owner hereby leases to Lessee the real property of Owner consisting of approximately 280.154 acres located in Breckinridge County, Kentucky, and legally described on Exhibit A, attached hereto and incorporated herein by reference. Such lease ("Lease") includes the right to access and utilize all radiant energy emitted from the sun upon, over and across the real property ("Solar Energy"), and any easements, rights-of-way, and other rights and benefits relating or appurtenant to such real property (collectively, the "Property"). In the event of inaccuracies or insufficiencies in the legal description in Exhibit A Lessee may modify the Exhibit to correct any non-substantive errors and shall notify Owner of such modification. For the avoidance of doubt, any substantive modification or correction to Exhibit A shall require the mutual agreement of the Parties.

2. Purpose. Lessee shall have the exclusive right to use the Property and the unobstructed flow of Solar Energy upon, over and across the Property for electric power, heat and/or steam generation purposes ("Solar Energy Purposes") and to derive all profits therefrom. For purposes of this Agreement, Solar Energy Purposes include, without limitation, the right to convert the Solar Energy into electrical energy and to collect and transmit the electrical energy so converted, together with any and all activities related thereto, including, without limitation, (a) determining the feasibility of Solar Energy conversion and power generation on the Property, including, at Lessee's expense, studies of the Solar Energy emitted upon, over and across the Property (through the installation of Solar Energy measurement equipment or otherwise) and other meteorological, archeological and environmental studies, land surveys and due diligence activities; (b) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining, refurbishing and operating, Solar Energy collection and electrical generating equipment of all types including, without limitation, any such equipment utilizing photovoltaic and/or solar thermal technology (collectively referred to herein as "Solar Generating Equipment"), overhead and underground electrical transmission and communications lines, electric inverters, electric transformers, energy storage facilities, telecommunications equipment for use directly related to other Solar Energy Purposes, power generation facilities to be operated in conjunction with Solar Generating Equipment, roads and gates, meteorological stations and Solar Energy measurement equipment, control buildings, maintenance yards, and related facilities and

equipment (the Solar Generating Equipment together with all of the other foregoing facilities, equipment and improvements, collectively “Solar Facilities”) on the Property; and (c) undertaking any other activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. Solar Facilities on the Property may be operated in conjunction with Solar Facilities installed on other nearby properties that are part of the same solar energy project (collectively, the “Project”). Lessee and its consultants may enter the Property, upon reasonable advance notice, to do work related to development of Solar Facilities. Subject to Owner’s rights to use the Property in any manner consistent with Section 8.2, Lessee shall have the right to control and restrict access onto and over the Property and exclude others (other than any parties with preexisting easement rights) as it deems necessary or appropriate for safety and security reasons.

3. Term.

3.1 Term. The initial term of this Agreement (“Initial Term”) commenced upon the Letter Agreement Effective Date and will continue until the 30th anniversary of the first day of the month following the month in which Solar Facilities in a Project commence operation by delivering commercial quantities of electricity to the electric utility grid (the “Commercial Operation Date”). Lessee may elect to extend the Initial Term for one additional 10-year term commencing on the last day of the Initial Term, upon at least 90 days’ notice to Owner. The Initial Term plus such additional 10-year term is called the “Term.” If the Start of Construction (as defined in Section 3.2) has not occurred prior to the fourth anniversary of the Letter Agreement Effective Date, Owner may terminate this Agreement by notice to Lessee within 60 days of such anniversary. Lessee shall provide Owner with written notice setting forth the Commercial Operation Date within 90 days of its occurrence, provided that the failure to timely provide such notice shall not constitute a default under this Agreement.

3.2 Project Sites. Within thirty (30) days after the date that any of the racking that will support Solar Generating Equipment is installed (“Start of Construction”) in the Project, Lessee shall designate the portion of the Property on which Solar Facilities are being constructed as part of such Project (a “Project Site”). Lessee shall designate a new Project Site each time it constructs new Solar Facilities on the Property. Each Project Site shall include any areas occupied by above-ground transmission lines, roads or underground collection lines installed by Lessee on the Property.

3.3 Delay in Use. Except as specifically provided in this Agreement, no delay of Lessee in the use or enjoyment of any leasehold, easement or other right in this Agreement will result in the loss or abandonment of any right, title interest or estate granted herein.

3.4 Release of Unused Property. After the second anniversary of the Commercial Operation Date, at Owner’s request, Lessee will release this Agreement as to any portions of the Property (collectively, “Released Property”) not included in a Project Site or a Control Property (as defined in Section 4.4); provided, that (i) Released Property shall remain subject to (a) the non-interference provisions set forth in Section 8.2, (b) the Transmission Easement under Section 10.1 (but only if Related Facilities, as defined in Section 7.6(a), are located on such portion of the Property), and, (c) the Access Easement under Section 8.6 (but only if Related Facilities are located on such portion of the Property), and (ii) Lessee shall not be

required to make payments of Initial Rent after such release. Such release shall be recorded in the Real Property Records (as defined in Section 13.9) and shall not affect any other rights or easements granted hereunder.

4. Payments.

4.1 Rent.

[REDACTED]

(a) Initial Rent

[REDACTED]

(b) Operational Rent

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

4.2 Inflation Adjustmen

[REDACTED]

4.3 Intentionally Omitted.

4.4 Substation, Switchyard, etc.

[REDACTED]

5. Ownership of Solar Facilities. Owner shall have no ownership or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Lessee may remove any or all Solar Facilities at any time. Except for payments of Rent described in Section 4, Owner shall not be entitled to any other payments or benefits accrued by or from the Solar Facilities, including renewable energy credits, environmental credits or investment or other tax credits.

6. Taxes.

6.1 Lessee and Own

[REDACTED]

[REDACTED]

6.2 Tax Bills. Lessee shall have the right, but not the obligation, to seek to have its leasehold estate separately assessed to Lessee for real estate ad valorem tax purposes as well as personal property tax purposes, and Owner and Lessee agree jointly to use commercially reasonable efforts to cause the County tax assessor to issue separate property tax bills to Owner and Lessee. It is a condition to Owner's right to payment or reimbursement hereunder that Owner submit Owner's real property tax bill to Lessee no later than 15 days prior to the due date for such taxes. If Owner fails to pay for its share of real property taxes, Lessee shall have the right to pay such amounts on Owner's behalf and to offset any amounts so paid by Lessee against all or any of the Rent payments next payable by Lessee under this Agreement.

6.3 Contest. Lessee may contest the assessed value of the Solar Facilities and the legal validity and amount of any such taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers reasonable or necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. Owner shall submit to Lessee a copy of all notices and other correspondence Owner receives from any taxing authorities regarding the assessed value of the Property and/or the Solar Facilities within 30 days after Owner receives same, but in no event later than 30 days prior to the date an objection to such assessment or taxes must be filed. Owner agrees to provide to Lessee all reasonable assistance in contesting the validity or amount of any such taxes, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, but at no out-of-pocket cost to Owner. In the event the taxing authorities provide a separate assessment and tax statement for the portion of the real property taxes levied against or allocated to the Solar Facilities, Lessee agrees to pay such real property taxes directly to the taxing authorities.

6.4 Indemnity – Real Property Taxes. OWNER AND LESSEE EACH AGREES TO INDEMNIFY AND HOLD EACH OTHER HARMLESS FROM ANY LIABILITY, COST OR EXPENSES, PAID BY IT OR FOR WHICH IT IS LIABLE, IF SUCH PARTY SHOULD FAIL TO PAY ITS PORTION OF REAL PROPERTY TAXES IN ACCORDANCE WITH THIS AGREEMENT.

7. Lessee's Representations, Warranties, and Covenants. Lessee hereby represents, warrants, and covenants to Owner that:

7.1 Siting. Lessee, at Lessee's expense, shall provide Owner with a survey of each Project Site, including the exact acreage thereof, within 90 days of the Commercial Operation Date of the Project. Owner hereby grants Lessee the right to record a notice of final description ("Notice of Final Description") to reflect the boundaries of each Project Site, or at Lessee's election to record or re-record one or more Memorandums of Lease in the county's Real Property Records (as described in Section 13.9 below) and attach the legal description of each Project Site to the appropriate Memorandum of Lease. Lessee shall make all siting decisions as to Solar Facilities in its sole discretion. If Lessee builds Solar Facilities on part of the Property, then Lessee will make commercially reasonable efforts not to interfere with Owner's agricultural activities on the rest of the Property, as set forth in Section 7.6.

7.2 Insurance. Lessee shall, at its expense, maintain liability insurance insuring Lessee and Owner against loss caused by Lessee's use of the Property under this Agreement, or if Lessee is a regulated utility or a financially responsible entity whose credit rating is investment grade, Lessee shall have the right to self-insure and assume the risk of loss for general liability exposures that would have been covered by the policy, to the extent Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). If at any time at which Lessee is self-insured its credit rating is below investment grade, Lessee shall promptly purchase the required liability insurance unless it is a regulated utility. The amount of such insurance shall be not less than \$1 million of combined single limit liability coverage before the Start of Construction and not less than \$5 million of combined single limit liability coverage after the Start of Construction. Under such policy, Owner will be named as an additional insured with respect to operations or activities of Lessee but only to the extent Owner is held liable for damage and injuries caused by such operation or activities for which Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). No coverage is provided for liability arising out of Owner's own negligence or misconduct. Certificates of such insurance, or evidence of self-insurance reasonably acceptable to Owner, shall be provided to Owner upon request.

7.3 Mutual Indemnities.

(a) Lessee's Indemnity. Lessee will indemnify, defend and hold harmless Owner and Owner's shareholders, directors, successors, assigns, personal representatives, trustees, mortgagees, employees and agents (collectively, "Owner's Indemnified Parties") against any and all losses, damages, demands, suits, actions, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees and court costs, resulting from or arising out of (i) damage to property or injury to any person (including claims brought by third parties regarding noise, glare, shadow or other harm), in each case to the extent caused by the operations or activities of Lessee or its employees, contractors or agents, or (ii) any breach of this Agreement by Lessee or an Assignee. The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and the like that may result from Owner's loss of use of the Project Site or any other portion of the Property occupied by Solar Facilities. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Owner or any of Owner's Indemnified Parties or any party other than Lessee or its employees, contractors or agents.

(b) Owner's Indemnity. Owner will indemnify, defend and hold harmless Lessee and Lessee's members, shareholders, directors, successors, assigns, affiliates, personal representatives, trustees, mortgagees, employees and agents (collectively, "Lessee's Indemnified Parties") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by (i) any negligent act or failure to act by Owner, guest or invitee, or (ii) any breach of this Agreement by Owner. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Lessee or any of Lessee's Indemnified Parties or any party other than Owner or its employees, contractors or agents.

7.4 Requirements of Governmental Agencies. Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the construction and operation of the Solar Facilities, including the governing electric safety code. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Property, Project Site or Solar Facilities of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall cooperate in every reasonable way in such contest, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, at no out-of-pocket expense to Owner. Any such contest or proceeding shall be controlled and directed by Lessee, but Lessee shall indemnify Owner from Lessee's failure to observe or comply with the contested law, ordinance, statute, order, regulation or property assessment.

7.5 Construction Liens. Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property in connection with Lessee's use of the Property. Lessee may contest any such lien and the legal validity and amount of any such lien; *provided, however,* that if Lessee elects to contest any such lien, Lessee shall, within 60 days after it receives notice of the filing of such lien, either bond around such lien or establish appropriate reserves therefor, or otherwise remove such lien from the Property pursuant to applicable law.

7.6 Lessee Non-Interference with Agricultural Activities. In the construction and operation of its Solar Facilities, Lessee will make commercially reasonable efforts not to interfere with Owner's agricultural activities on the rest of the Property. To facilitate communication, Lessee and Owner will each designate a single point of contact with the other Party.

(a) Construction and Siting. Lessee will consult with Owner (or, at Owner's request, with Owner's then-current tenant) prior to the Start of Construction to describe Lessee's plan and schedule for construction on the Property. As part of the consultation, Lessee will present a preliminary site map showing the Project Site and any new roads, overhead transmission lines, electric substation or switchyard, or operations and maintenance building proposed to be located on the Property outside of the Project Site pursuant to Section 8.6 or Section 10.1 (the "Related Facilities"), and solicit Owner's advice and input, before finalizing the site design. Lessee will also discuss with Owner the measures Lessee will take during construction to minimize conflicts between Lessee's construction activities and Owner's ongoing agricultural operations. Lessee will use commercially reasonable efforts to limit the use of gravel to what is necessary for the construction and use of roads on the Property.

(b) Soil Restoration; Compaction; Weed Control. Outside of the Project Site, Lessee shall use commercially reasonable efforts to minimize any damage to and disturbance of growing crops and crop land caused by its construction activities and will work with Owner to minimize areas of potential soil compaction. Lessee shall not remove topsoil from the Property, and shall replace removed topsoil to the location from which it was removed to the extent practicable, or such other location on the Property as may be reasonably requested by Owner. Upon completion of construction on the Property, Lessee will restore the soil surface on any portion of the Property disturbed by Lessee that is outside of the Project Site or the boundaries of any Related

Facilities. In addition, if such disturbed area was in pasture prior to construction, Lessee will replant native or similar grass seed on such portion of the Property. If Lessee causes compaction of any previously cultivated part of the Property located outside of the Project Site or the boundaries of any Related Facilities, Lessee will "rip" such portion of the Property in at least three passes to a depth of at least 18 inches. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to control weeds within the Project Site, the portions of the Property where Related Facilities have been installed, and in areas disturbed by Lessee's construction on the Property. Owner may spray to control weeds up to the edge of the Project Site.

(c) Underground Lines and Drainage Tiles. During construction on the Property, Lessee will promptly repair any damage to underground drainage tiles or waterways caused by the construction activities of Lessee, and such repairs will be done by a qualified professional. Lessee shall have a continuing obligation to effect repairs to drainage tiles for any damage provided that such damage is related to the construction activities of Lessee. Once Owner has provided Lessee with written acceptance of the drainage repairs, Lessee shall be relieved of any obligation to effect further repairs unless Lessee causes new damage to drainage tiles or waterways.

(d) Crop Damage. [REDACTED]

(e) Gates and Fences. If Owner's Property is fenced, all of Lessee's newly constructed access roads located on the Property shall be gated by Lessee at Lessee's expense, and Owner shall be furnished with keys or other ability to open and close such exterior gates. Lessee shall maintain such gates as part of the Solar Facilities. When installing a gate within Owner's existing fence, Lessee will make such fence cuts, braces, and repairs that will be permanent and remain functional for the remaining life of the fence of which they are part; alternatively, Owner may require Lessee to install a cattle guard in lieu of any internal gate. When accessing the Property, Lessee will close gates used by its personnel except when open to permit the passage of vehicular traffic, so that Owner's or Owner's tenant's livestock do not stray or escape through such gates. Additionally, Owner authorizes Lessee, at Lessee's sole expense, to take reasonable safety and security measures to reduce the risk of damage to Solar Facilities or the risk that Solar Facilities will cause damage, injury or death to people, livestock, other animals and property,

including fencing around the Project Site and the perimeter of any electric substation or switchyard, operations or maintenance building, or (during periods of construction) laydown area located outside of the Project Site, as Lessee may deem necessary or appropriate to secure or enclose the same.

(f) Roads. To minimize erosion caused by Lessee's construction of roads on the Property and facilitate natural drainage, Lessee will seek Owner's advice on the design and location of such roads. Lessee will incorporate Owner's advice into the final road design to the extent such advice does not substantially increase construction costs over a design based on good engineering practice, as determined by Lessee in its reasonable judgment. During construction, Lessee will keep Owner's existing site roads used by Lessee in good repair. After the Commercial Operation Date, Lessee will maintain roads used by Lessee on the Property outside of the Project Site to the extent necessary for Lessee's continued use, as reasonably determined by Lessee, and will use commercially reasonable efforts to minimize erosion caused by Lessee's road use. The crown of new roads located in any previously cultivated portion of the Property will be kept to a minimum. Lessee will ensure there is an adequate crossing point for agricultural vehicles over any new roads. New roads used during construction but not required for operations will be reclaimed. If the installation of Solar Facilities re-routes the natural drainage, causing drainage problems on the Property, Lessee will use commercially reasonable efforts to correct such problems. Except as required during construction, roads shall be limited to twenty feet (20') in width. After construction is complete, Lessee will restore the area of any roads that extend beyond such 20' width limit which were disturbed by Lessee.

(g) Resources. Lessee may use caliche and gravel from the Property, so long as Lessee pays Owner the then current market price, excluding cost of transportation.

(h) Animals. Lessee's employees shall not bring animals onto the Property at any time.

(i) Keeping the Property Clean. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to keep the Property neat and clean (free from debris and waste), and shall remove all refuse, litter and debris created by Lessee and its invitees, licensees, agents and contractors from the Property.

(j) Livestock. Lessee will use commercially reasonable efforts to minimize any interference with Owner's livestock operation.

(k) Timber Property. If Lessee builds Solar Facilities on the Property, Lessee may clear timber as needed for construction and operation of the Solar Facilities. Lessee will give Owner sixty (60) days' written notice before clearing timber from the Property and the Parties will exercise good faith in reaching agreement as to the specifics of timber removal and the location where such felled timber should be set aside. Owner will be responsible for the prompt removal of the cut timber within 45 days after the timber has been cut, and if timely removed, Owner shall retain its full value.

7.7 Hazardous Materials. Lessee shall not violate, and shall indemnify Owner against any liability and expense arising from violation by Lessee of, any federal, state, or local

law, ordinance, or regulation promulgated thereunder (“Environmental Laws”) relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials in, on or under the Property. This provision shall survive termination of this Agreement. For purposes of this Agreement, “Hazardous Materials” means any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property.

7.8 Noise, Glare and Shadow. Lessee shall have the right in connection with the construction, use and operation of Solar Facilities to emit or cause the emission of noise, to impact Owner’s views of and from the Property, and to allow or permit the Solar Facilities to cast shadows and to create, cause and emit glare or shadow onto the Property and Owner’s adjacent properties, and similar field effects. OWNER, FOR ITSELF AND ON BEHALF OF ITS SUCCESSORS AND ASSIGNS, HEREBY ACCEPTS SUCH EFFECTS, WAIVES ANY RIGHT TO OBJECT TO SUCH EFFECTS AND RELEASES LESSEE FROM ANY CLAIMS, DAMAGES, LIABILITIES OR LOSSES OWNER MAY INCUR THEREFROM. HOWEVER, NOTHING IN THIS WAIVER REDUCES LESSEE’S INDEMNIFICATION OF OWNER SET FORTH IN SECTION 7.3(A).

8. Owner’s Representations, Warranties, and Covenants. Owner hereby represents, warrants, and covenants as follows:

8.1 Owner’s Authority. To Owner’s knowledge, Owner is the sole owner of the Property and holds fee simple title to the surface estate of the Property. Owner has the unrestricted right and authority and has taken all necessary action to authorize Owner to execute this Agreement and to grant to Lessee the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so and all persons having any ownership interest in the Property (including spouses) are signing this Agreement. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner and the Property in accordance with its terms. Without limiting the foregoing, if a title search shows that the holders of fee simple title to the Property are different from the persons who signed this Agreement as Owner, the persons who signed this Agreement as Owner shall promptly use commercially reasonable efforts to cause all of the holders of fee simple title to the Property to execute an amendment to this Agreement pursuant to which all of such holders of fee simple title to the Property agree to and ratify this Agreement, all at no cost to Lessee.

8.2 Restrictive Covenant - No Interference. Lessee shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement. Owner’s activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance, or operation of Solar Facilities, whether located on the Property or elsewhere; access over the Property to such Solar Facilities; Lessee’s rights granted hereunder to use the Property for any other Solar Energy Purposes; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, (a) the activities of Owner shall not disturb or interfere with the unobstructed flow of Solar Energy upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing permanent or temporary buildings, barns, silos or other structures or facilities (collectively, “Owner’s Structures”) closer than five (5) times the height of any such Owner’s Structure from

any Solar Generating Equipment of Lessee, whether located on the Property or elsewhere, and (b) Owner shall not engage in any other activity on the Property or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Solar Facilities. The area of land to remain unobstructed by Owner will consist horizontally of the entire Property, and vertically all space located above the surface of the Property. If Lessee builds Solar Facilities on only a portion of the Property, Owner may use the rest of the Property in any manner that complies with the foregoing. In addition, Owner represents that it is not aware of any pending or threatened lawsuits or government actions that might interfere with the construction or operation of Solar Facilities on the Property, or any delinquent taxes affecting the Property.

8.3 Water Rights. Owner shall retain its water rights and the ability to physically remove and contractually sell the water from existing wells on the site, provided that (a) Owner's exercise of its water rights shall not interfere with the construction, installation, maintenance, or operation of Solar Facilities, or access over the Property to such Solar Facilities, or Lessee's rights hereunder to use the Property for any other Solar Energy Purposes.

8.4 Liens and Tenants. Except as disclosed by Owner in writing to Lessee on or prior to the Effective Date, Owner represents that there are no liens, encumbrances, leases, easements, mortgages, deeds of trust, security interests, mineral or gas and gas rights, options, sale contracts, claims, disputes or other exceptions to Owner's fee title ownership of the Property or to Owner's right, title or interest in the Property (collectively, "Liens"), which are not recorded in the public records of the County in which the Property is located. Lienholders (including tenants), whether or not their Liens are recorded, shall be Owner's responsibility, and Owner shall fully cooperate and assist Lessee in obtaining a non-disturbance agreement from each party that holds a Lien that Lessee determines in its discretion might interfere with Lessee's rights under this Agreement. A non-disturbance agreement is an agreement between Lessee and a lienholder which provides that the lienholder shall not disturb Lessee's possession or rights under this Agreement or terminate this Agreement so long as Owner is not entitled to terminate this Agreement under the provisions hereof. If Owner is unable to obtain any such non-disturbance agreement from a lienholder that holds a mortgage, deed of trust, tax lien or other Lien that is senior to this Agreement (if any), Lessee shall be entitled (but not obligated) to make payments in fulfillment of Owner's obligations to the lienholder and may offset the amount of such payments from amounts due Owner under this Agreement. Owner represents that Owner is not aware of any delinquent taxes affecting the Property.

8.5 Requirements of Governmental Agencies. Owner shall assist and fully cooperate with Lessee, at no out-of-pocket expense to Owner, in complying with or obtaining any land use or siting permits and approvals, property tax abatements, building permits, environmental impact reviews, or any other approvals required for the financing, construction, installation, monitoring, replacement, relocation, maintenance, operation or removal of Solar Facilities (whether located on the Property or elsewhere), including execution of applications for such approvals if required. In connection with any applications for such approvals, Owner agrees at Lessee's request to support such application (at no out-of-pocket expense to Owner) at any administrative, judicial or legislative level, including participating in any appeals or regulatory proceedings. If Owner is contacted directly by any governmental agency about this Agreement, any Solar Facilities or the Property, Owner shall notify Lessee. To the extent permitted by law, Owner hereby waives any setbacks or other restrictions on the location of any Solar Facilities to

be installed on the Property or on adjacent properties, including but not limited to waiver of all property line setbacks, pursuant to state or county rules, regulations or ordinances (that is, Owner approves a reduction of each such setback to zero), and Owner shall cooperate with Lessee in providing documentation of such setback waivers and shall execute any documents reasonably requested by Lessee to evidence Owner's waiver of such setbacks.

8.6 Access. Owner hereby grants to Lessee the right of ingress to and egress from Solar Facilities (whether such Solar Facilities are located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time ("Access Easement"). The Access Easement shall include the right to improve existing roads and lanes, shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Access Easement shall expire upon termination or expiration of this Agreement. For the avoidance of doubt, Lessee shall have no right to utilize or disturb land owned by Owner that is not subject to this Agreement.

8.7 Construction Easement. Owner grants Lessee an easement in, over and across the Property ("Construction Easement") which may be utilized on a temporary basis for access, construction laydown or other purposes to facilitate the construction, maintenance or repair of Solar Facilities (whether located on the Property or nearby properties) during any time that Lessee is conducting such work. Lessee shall have the right, at its sole expense, to (a) remove any existing trees, shrubs, vegetation, structures (as provided at the end of this Section 8.7) or improvements located on a Project Site or the site of Related Facilities that might interfere with construction or operation of Solar Facilities, and (b) change the grade of any part of the Property used as a Project Site, to the extent necessary to construct Solar Facilities, as determined by Lessee. Lessee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying outside of the Project Site during construction. Lessee will comply with Section 7.6 with respect to damage caused by Lessee's use of the Construction Easement. The Construction Easement shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Construction Easement shall expire upon the termination or expiration of this Agreement. Lessee shall provide Owner with at least 14 days' prior notice before razing or demolishing any structure on the Property. If Owner provides notice to Lessee within such 14 day period that Owner desires to demolish such structures, Owner will have an additional fourteen (14) days from the date of such notice to demolish such structures and remove the materials from the Project Site. If Owner does not timely provide notice of its intent to remove the structure, or does not timely remove the structure, Lessee shall remove the same and allow Owner the opportunity to retain any lumber from such structures.

8.8 Mineral Development. This Agreement is subject to any and all existing mineral reservations and mineral leases granted by Owner or its predecessors-in-interest, which cover some or all of the Property as of the Effective Date. In order to permit the simultaneous use of the Property for Solar Energy Purposes and mineral resource development, Owner and Lessee agree to work cooperatively together to ensure that Owner can benefit from the exploitation of the mineral resources on or under the Property and Lessee can undertake development of Solar Energy projects with reasonable certainty that the exploitation of the mineral resources will not interfere

with or adversely affect the Solar Energy projects or unobstructed access to sunlight on the Property. Thus, prior to the issuance of any new mineral lease or to a sale or exchange of minerals under the Property during the Term, Owner will advise and consult with Lessee regarding each such proposed transaction and include in any new lease or sale or exchange documentation, as applicable, a requirement that the buyer, lessee or other party to the minerals transaction waive and release during the Term, any and all rights to enter upon, utilize or disturb the surface area of the Property for any reason whatsoever, including, without limitation, the exploration, drilling or mining of such oil, gas or other minerals; *provided, however*, that foregoing waiver and release shall not preclude the exploration, mining, development, extraction and production of oil, gas, sulphur or other minerals from or under the Property (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) by means of directional or horizontal drilling or utilized or pooled operations with the well and all surface equipment located off the Property, without, in either case, any well bore or mine shaft penetrating any depth beneath the Property above the subsurface depth of five hundred feet (500') feet nor shall such well bore or mine shaft impair the subjacent support of the Property or of any improvements now or hereafter situated on the Property. In addition, upon written request from Lessee, Owner shall (i) cooperate with Lessee in requesting a separate nondisturbance agreement from any existing mineral interest lessee or owner on terms reasonably acceptable to Lessee, and (ii) enforce any rights Owner may have against any such mineral interest lessee or owner in order to provide reasonable accommodation for Lessee to exercise its rights under this Agreement.

8.9 Hazardous Materials.

(a) Owner shall not violate, and shall indemnify Lessee against any such violation of, any Environmental Laws in, on or under the Property. Owner shall promptly notify Lessee of any such violation. This provision shall survive expiration or termination of this Agreement.

(b) To the best of Owner's knowledge, the Property, including, but not limited to, all improvements, facilities, structures and equipment thereon, and the soil and groundwater thereunder, is not in material violation of any Environmental Laws. No release or threatened release of any Hazardous Material has occurred, or is occurring, at, on, under, from or to the Property, and no Hazardous Material is present in, on, under or about, or migrating to or from the Property that could give rise to a claim under Environmental Laws. Neither Owner nor, to the best of Owner's knowledge, any third party has used, generated, manufactured, produced, stored or disposed of on, under or about the Property, or transported to or from the Property any Hazardous Materials in violation of Environmental Laws or in such a manner as to require investigation or remediation of such Hazardous Materials. To Owner's knowledge, there are no storage or other tanks or containers, or wells or other improvements, below the surface of the Property, nor have any storage or other tanks or containers, or wells or other improvements ever previously been located below the surface of the Property. Owner shall be responsible for and/or shall indemnify Lessee for any liability arising out of a violation of any Environmental Laws in, on or under the Property that may exist (whether known or unknown) as of the Effective Date.

8.10 Non-exclusive Grant of Rights. Owner hereby grants Lessee a non-exclusive right, privilege, license and easement covering all of the following:

(a) Any and all easements, rights-of-way, rights of entry, hereditaments, privileges and appurtenances benefiting, belonging to or inuring to the benefit of Owner and pertaining to the Property.

(b) Any and all right, title and interest of Owner in and to any land in the bed of any street, road, avenue or alley (open, proposed or closed) in front of or adjoining the Property and any and all right, title and interest of Owner, in and to any rights-of-way, rights of ingress or egress, or other interests in, on, or to any land, highway, street, road, avenue or alley (open, proposed or closed) in, on, or across, in front of, abutting, or adjoining the Property. For the avoidance of doubt, this Lease provides Lessee no right to utilize or disturb land owned by Owner, or any party related thereto, that is not subject to this Agreement.

(c) Any and all right, title and interest of Owner, in and to any strips or gores of land adjacent or contiguous to the Property, whether those lands are owned or claimed by deed, limitations, or otherwise.

8.11 *Hunting*. Lessee hereby acknowledges Owner's hunting rights on the Property throughout the term of this Agreement, *provided* that (a) hunting by Owner, its employees, licensees, invitees or agents shall be done in a safe manner and shall not interfere with Lessee's use of the Property, (b) for safety reasons, after the Start of Construction and before the Commercial Operation Date, and at any other times when Lessee is present on the Property (provided Owner is notified at least 24 hours' in advance of Lessee's presence on the Property, except in the case of emergency for which no notice is required), hunting by Owner, its employees, licensees, invitees or agents is prohibited. Owner specifically agrees to defend, indemnify, and hold Lessee harmless against any and all losses, costs, liabilities, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, damage or harm to Lessee, its employees, licensees, invitees or agents resulting from or arising out of or in connection with hunting activities by Owner, its employees, licensees, invitees or agents on the Property.

9. Assignment.

9.1 *Assignments by Lessee*. Lessee and any Assignee (as hereinafter defined) shall have the right, without obtaining the consent of Owner, to do any of the following with respect to all or any portion of its right, title and/or interest in and to this Agreement, the Lease, the Property, any Project Site and/or any Solar Facilities: (a) grant subleases, separate easements, co-easements, subeasements, licenses or similar rights (however denominated) to one or more Assignees, (b) collaterally assign, mortgage, encumber, pledge or transfer all or any portion of its right, title or interest therein to one or more parties providing financing to Lessee, and/or (c) sell, lease, assign, transfer or otherwise convey all or any portion of its right, title or interest therein to one or more Assignees. Lessee or an Assignee that has assigned an interest hereunder will give notice of such assignment (including the address of the assignee thereof for notice purposes) to Owner, *provided* that failure to give such notice shall not constitute a default under this Agreement but rather shall only have the effect of not binding Owner with respect to such assignment until such notice shall have been given. For purposes of this paragraph, an "Assignee" is any of the following: (i) any one or more parties involved in the development, financing or refinancing of any Solar Facilities, including, without limitation, any lender to or investor in, or purchaser or lessee of, Solar Facilities; (ii) any one or more parties involved in financing or refinancing the

development of any Solar Facilities, or any purchaser or owner of Solar Facilities; (iii) a corporation, partnership or limited liability company now existing or hereafter organized (including Lessee) in which Lessee or any of its owners, or any affiliate or partner of either, owns (directly or indirectly) a controlling interest at the time of assignment; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation, partnership or limited liability company; or (v) a corporation, partnership, limited liability company, or other entity that acquires all or substantially all of Lessee's business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means.

9.2 Assignee Obligations. No Assignee shall have any obligation or liability under this Agreement prior to the time that such Assignee takes actual physical possession of the Property. An Assignee shall be liable to perform obligations under this Agreement only for and during the period such Assignee is in possession of the Property. Any assignment permitted hereunder shall release the assignor from assigned liabilities of Lessee under this Agreement when the Assignee agrees in writing to perform the assigned obligations, if such Assignee either (a) is at least as creditworthy as the assignor at the time of the assignment, or (b) owns or holds, or will own or hold, a majority or controlling interest, directly or indirectly, in a substantial portion of the Solar Facilities including Solar Generating Equipment located on the Property.

9.3 Right to Cure Defaults. To prevent termination of this Agreement or any partial interest therein, Lessee (or any Assignee) shall have the right, but not the obligation, at any time prior to the termination, to pay any or all amounts due hereunder, and to do any other act or thing required of any Assignee or Lessee hereunder or necessary to prevent the termination of this Agreement or any partial interest therein. A default of the holder of a partial interest in this Agreement will not be considered a default by the holder of any other partial interest in this Agreement, and the non-defaulting holder's partial interest shall not be disturbed. If Lessee or an Assignee holds an interest in less than all of this Agreement, the Property or the Solar Facilities, any default under this Agreement shall be deemed remedied, as to Lessee's or such Assignee's partial interest, and Owner shall not disturb such partial interest, if Lessee or the Assignee, as the case may be, shall have cured its *pro rata* portion of the default by paying the fees attributable to the portion of the Project Site (based on its percentage of total Project Site acreage) in which Lessee or the Assignee, as the case may be, holds an interest. For the avoidance of doubt, for purposes of this Section 9.3, no Lessee shall be allowed to cure its *pro rata* portion of a default with respect to an undivided interest in Solar Generating Equipment installed on the Property.

9.4 Intentionally Omitted.

9.5 Transfers by Owner. Owner shall have full right and authority to sell, convey, mortgage, or transfer to one or more transferees, all of Owner's right, title and interest in and to the Property, but any such sale or other transfer shall be subject to the Construction Easement, the Transmission Easement, the Access Easement and this Agreement.

10. Transmission.

10.1 Grant of Transmission Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner, Owner hereby grants to Lessee an exclusive easement ("Transmission Easement") in, on, along, over, above, across and

under the Property for the right to erect, construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time in connection with Solar Energy Purposes, whether carried out on the Property or elsewhere: (a) a line or lines of poles or towers, together with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes for use directly related to other Solar Energy Purposes , and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said poles, towers, wires and cables on, along and in the Property, including beneath the bed of any road located on the Property; and (b) one or more electric inverters, substations or interconnection or switching facilities from which Lessee or others that generate energy may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, together with the appropriate rights-of-way, on, along and in the Property. Said poles, towers, wires, cables, substations, facilities and rights-of-way are herein collectively called the "Transmission Facilities."

10.2 Access. The Transmission Easement also includes the right of ingress to and egress from the Transmission Facilities (whether located on the Property or elsewhere), over and along the Property by means of roads and lanes thereon if existing or otherwise by such route or routes as Lessee may construct from time to time.

10.3 Assignment in Connection with Transmission Lines. [REDACTED]

[REDACTED]

10.4 Term; Assignment. The term of the Transmission Easement shall expire upon expiration or termination of this Agreement, except that if Owner grants a utility or other duly authorized entity any rights pursuant to Section 10.3, then the term of the Transmission Easement shall be perpetual. Lessee (and any Assignee) shall have the right, without need for Owner's consent, to assign or convey all or any portion of the Transmission Easement to an Assignee on an exclusive or nonexclusive basis. The Transmission Easement shall run with the Property and inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

11. Mortgagee Protection.

[REDACTED]

11.1 Leasehold Mortgage's Right to Possession, Right to Acquire and Right to Assign.

[REDACTED]

11.2 Notice of Default: Opportunity to Cure

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11.3 New Lease or Easement to Mortgagee. If this Agreement or a partial interest herein terminates because of Lessee's default or if any leasehold and/or easement estate is foreclosed, or if this Agreement or a partial interest herein is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Owner shall, upon written request from any Leasehold Mortgagee within 90 days after such event, enter into a new agreement ("New Lease") for the Property or portion thereof, on the following terms and conditions:

(a) The terms of the New Lease shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the term of this Agreement, subject to the same terms and conditions set forth in this Agreement as are applicable to such interest, as if this Agreement had not been terminated.

(b) The New Lease shall be executed within 30 days after receipt by Owner of written notice of the Leasehold Mortgagee's election to enter into a New Lease, provided such Leasehold Mortgagee: (i) pays to Owner all rent and other monetary charges payable by Lessee under the terms of this Agreement up to the date of execution of the New Lease, as if this Agreement or applicable interest therein had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Lessee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Leasehold Mortgagee within 120 days of the termination, foreclosure, rejection, or disaffirmance; and (iii) agrees in writing to perform, or cause to be performed within a reasonable period of time, all non-monetary obligations which have not been performed by Lessee and which should have been performed under this Agreement or the partial interest therein up to the date of commencement of the New Lease, except those obligations which constitute non-monetary defaults not susceptible to cure. Any New Lease granted to the Leasehold Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrances or other interest created by Owner.

(c) At the option of the Leasehold Mortgagee, the New Lease may be executed by a third party designated by such Leasehold Mortgagee, without the Leasehold Mortgagee assuming the burdens and obligations of Lessee thereunder.

(d) The provisions of this Section 11.3 shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 11.3 were a separate and independent contract made by Owner, Lessee and such Leasehold Mortgagee, and, from the date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such New Lease, such Leasehold Mortgagee may use and enjoy said Property without hindrance by Owner or any person claiming by, through or under Owner, provided that all of the conditions for a New Lease as set forth herein are complied with.

11.4 Leasehold Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as there exists a Leasehold Mortgage, this Agreement shall not be modified or amended with respect to the interest in this Agreement encumbered by such Leasehold Mortgage and Owner shall not accept a surrender of the Property or any part thereof or a cancellation, termination or release of this Agreement from Lessee prior to expiration of the term without the prior written consent of any Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by such Leasehold Mortgagee.

11.5 Estoppel Certificates, Etc. Owner shall execute such (a) estoppel certificates (certifying as to such matters as Lessee may reasonably request, including, without limitation, that no default then exists under this Agreement, if such be the case); (b) consents to assignment, (c) non-disturbance agreements (respecting other property as to which Owner or its affiliates may have lease, use or other rights), and (d) documents reasonably required by a title insurance company, in each case as Lessee or any Assignee may reasonably request from time to time. Owner shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Lessee or any Assignee for the purpose of implementing the terms and conditions contained in this Agreement or of preserving a Leasehold Mortgagee's security interest, provided that any amendment is at no out-of-pocket cost to Owner

[REDACTED]

13. Miscellaneous.

13.1 Force Majeure. If performance of this Agreement or of any obligation hereunder is prevented, or materially hindered by reason of an event of Force Majeure (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention or material hindrance. The affected Party shall use reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, flood, drought, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; strikes or labor disputes; war, civil strife, sabotage, vandalism, or other violence; any law, order, proclamation, regulation, ordinance, action, demand, approval, delay, moratorium, permit or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of the Party claiming Force Majeure.

13.2 Confidentiality. Owner shall maintain in the strictest confidence, for the sole benefit of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee or discovered by Owner, unless such information either (a) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents, or (b) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without

breach of any obligation to any person or entity, or (c) is required to be disclosed by a court or governmental agency; *provided however*, that Owner may disclose the financial terms of this Agreement to Owner's family members; consultants, accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; prospective buyers of the Property; or lenders that may have a mortgage on the Property. Lessee shall maintain in confidence; and shall not publish or otherwise disclose, information pertaining to the financial terms of this Agreement except as necessary in connection with Lessee's development, construction, operations or financing activities or in connection with any assignment. The provisions of this Section 13.2 shall survive the termination or expiration of this Agreement.

13.3 Successors and Assigns. This Agreement and any right, title or interest hereunder shall inure to the benefit of and be binding upon Owner and Lessee and, to the extent provided in any assignment or other transfer under Section 9, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Lessee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in this Agreement as to all or a portion of the Property and actually are exercising rights under this Agreement to the extent consistent with such interest. The Parties agree and intend that the provisions of this Agreement shall be covenants running with the land and that they touch and concern the land because they determine how the Parties will use the Property and its resources, including payment for those resources and use of the Property. The Parties further agree and intend that any conveyance, assignment, sale or other transfer of all or a portion of either Party's rights or interests covered by and permitted under this Agreement shall include and be subject thereto because the provisions of this Agreement are covenants that run with the land. As covenants running with the land, the Parties intend that should either no longer share privity of estate with the other, its rights and obligations in this Agreement pass to the person or entity that shares privity of estate and assumes the role of Owner or Lessee. As a result, any Party who ceases to have privity of estate under this Agreement shall bear no liability or any obligation for the terms hereunder after the date on which privity ends. The privity of contract between the current Parties shall not change this result because the Parties do not intend the use of identifiers like Owner or Lessee to bind those specific Parties upon any transfer, conveyance, assignment, sale or other transfer covered by and permitted under this Agreement.

13.4 Notices. All notices, requests and other communications required or permitted by this Agreement shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, certified, and addressed as follows:

If to Owner:

Marino Property, LLC
Kerry Ryan Kasey
Kevin Lee Kasey
PO Box 55
Irvington, KY 40166

Telephone:

Email:

If to Lessee:

OSER LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attn: General Counsel
[REDACTED]

If to any Assignee:

At the address indicated in the notice to Owner provided under Section 9.1.

Payments to Owner shall be mailed to Owner's address above and made out to Owner, unless Owner directs Lessee otherwise in writing. For the purpose of notices to be given by Owner, Owner designates the person to whom notices are given hereunder as its primary contact, and Lessee shall be entitled to rely on any notices given by such individual in writing as if given in writing by all of the persons or entities constituting Owner. Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph. Any notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such notice is only mailed by certified mail, in which case it shall be deemed to be received five business days after the date it is mailed.

13.5 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Owner and Lessee respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

13.6 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state or federal courts located in Louisville, Kentucky. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the Court. In no event shall either Party be liable under this Agreement for consequential, punitive, special, incidental or indirect damages.**

13.7 Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the Term of this Agreement, the Construction Easement, the Transmission Easement or the Access Easement be longer than, respectively, the longest period permitted by applicable law.

13.8 No Partnership. Neither the provisions of this Agreement, nor the provisions of any other agreements referenced herein, nor any acts of the Parties, nor any other circumstances shall be deemed to create a partnership or joint venture between the Parties with respect to the Property or the Solar Facilities for any purposes whatsoever. Each Party shall, in

connection with this Agreement, the Property, or the Solar Facilities, take reasonable steps in dealing with third parties to negate any inference that such partnership or joint venture exists.

13.9 Memorandum. Neither Owner nor Lessee shall record this Agreement in its entirety. The Parties agree that a Memorandum of Lease shall be recorded in the real property records of the County where the Property is located (“Real Property Records”) at Lessee’s expense, in a form reasonably acceptable to both Parties, which form shall not contain any of the financial provisions hereof. In the event of any inaccuracy in Exhibit A, Lessee may modify the Exhibit to correct any non-substantive errors and shall notify Owner of such modification. For the avoidance of doubt, any substantive modification or correction to Exhibit A shall require the mutual agreement of the Parties.

13.10 Tax and Renewable Energy Credits. If under applicable law, the holder of a lease becomes ineligible for any tax credit, renewable energy credit, environmental credit or any other benefit or incentive for renewable or low carbon energy established by any local, state or federal government, then, at Lessee’s option, Owner and Lessee shall exercise good faith and negotiate an amendment to this Agreement or replace it with a different instrument so as to convert Lessee’s interest in the Property to a substantially similar interest that makes Lessee eligible for such credit, benefit or incentive, provided that such amendment does not change the terms of this Agreement in a way that is materially adverse to Owner.

13.11 Further Assurances. From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments, documents and actions specifically provided for herein, as such other Party may reasonably request in order to effectuate the provisions of this Agreement, consummate the transactions contemplated herein, or confirm or perfect any right, restriction or interest to be created or transferred hereunder or pursuant to these transactions.

13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[Signatures to follow on next page.]

IN WITNESS WHEREOF, Owner and Lessee, individually or through duly authorized representatives, hereby execute this Agreement and certify that they have read, understand and agree to the terms and conditions of this Agreement.

“Owner”

Marino Property, LLC, a Kentucky limited liability company

By: 

Name: Kerry Ryan Kasey, Member

By: 

Name: Kevin Lee Kasey, Member

[Signatures continued on following page.]

“Lessee”

**OSER LLC,
a Delaware limited liability company**

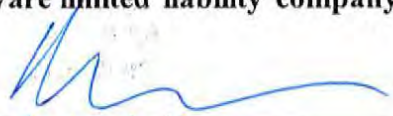
By: 
Name: Michael Haas
Title: President

EXHIBIT A

Legal Description of the Property

ALL THAT CERTAIN real estate lying and being situated in Breckinridge County, Kentucky, being more particularly bounded and described as follows:

TRACT ONE

Real Property Tax Parcel No. 122-19

Beginning in center of road corner to Charley Hawes; thence North 49 degrees east 120 poles to stone Hawes' corner; thence South 41 1/2 degrees east 120 poles to stone corner to Murray Butler; thence north 52 1/2 degrees east 67 1/2 poles to willow corner to Wilbur Dowell; thence north 39 1/2 degrees west 14 poles to cottonwood corner to Dowell; thence north 13 degrees east 4 poles to post Dowell's corner; thence north 42 1/2 degrees west 88 poles to stone corner to Randall Stith; thence south 44 1/2 degrees west 192 poles to center of road Stith's corner; thence down said road south 41 1/2 degrees east 71 2/3 poles to the beginning and containing 100 8/10 acres of land as surveyed by G. D. Richardson on July 22, 1939. BEING the same property conveyed to Irvington K & K Enterprises, LLC, from Kevin L. Kasey and Leslie Kasey, his wife, and Kerry R. Kasey and Martha N. Kasey, his wife, by deed dated January 2, 1996 and recorded in Deed Book 237, page 516, Breckinridge County Clerk's Office.

TRACT TWO:

Real Property Tax Parcel No. 133A-1A

A certain tract or parcel of land on the Mount Merino Cemetery Road near the intersection of said road with Kentucky Highway #79 in Breckinridge County, Kentucky, and being more particularly described as follows: Being Parcel #8, consisting of 2.909 acres; Parcel #9, consisting of 2.872 acres; Parcel #10, consisting of 2.835 acres; Parcel #11, consisting of 2.798 acres; Parcel #12, consisting of 2.734 acres; Parcel #13, consisting of 2.548 acres; Parcel #14, consisting of 2.161 acres; Parcel #20, consisting of 1.316 acres; Parcel #21, consisting of 3.474 acres; Parcel #22, consisting of 3.483 acres; Parcel #23, consisting of 3.328 acres; Parcel #24, consisting of 9.059 acres; Parcel #25, consisting of 7.475 acres; Parcel #26, consisting of 8.811 acres; Parcel #27, consisting of 4.518 acres; Parcel #28, consisting of 2.240 acres; Parcel #29, consisting of 2.043 acres; Parcel #30, consisting of 1.954 acres; Parcel #32, consisting of 2.944 acres; Parcel #33, consisting of 2.975 acres; Parcel #34, consisting of 3.011 acres; Parcel #35, consisting of 3.316 acres; as shown on the plat of "GLADYS SMITH PROPERTY" as prepared by Smith Engineering and Land Surveys, Inc., Registered Land Surveyor #2373 with said plat recorded at Plat Cabinet A, Slide 321, in the Breckinridge County Clerk's Office, to which plat reference is hereby given for a more particular description of said property. BEING the same property conveyed to Irvington K & K Enterprises, LLC, from Charles Richard Smith and Paul Edward Smith, Co-Executors of the estate of Gladys M. Smith, deceased, by deed dated January 12, 1999 and recorded in Deed Book 257, page 222, said clerk's office.

TRACT THREE:

Real Property Tax Parcel No. 122-18

A certain tract or parcel of land lying and being partly in Breckinridge County, Kentucky, and partly in Meade County, Kentucky, and near the town of Irvington, and bounded and described as follows: Beginning at a stone, corner in John Akers line, thence N 40 W 72 poles to a stone, Akers corner, N 40 E 26 poles to post, Akers corner; N 46 W 22-2/3 poles to Albert Wallace corner, N 35 E 38-2/3 poles to a stone, Albert Wallace's corner; N 29-1/2 W 16 poles to a stone, Oscar Millers corner; N 55-1/2 E 126 poles to a stone, Tom Hardesty's corner; S 41 E 98 poles to a post, Albert Wallace's corner; S 44 W 191 poles to the beginning and containing 118.4 acres of land.

THE ABOVE DESCRIBED PROPERTY HAS BEEN RESURVEYED AND THE BELOW LEGAL DESCRIPTION IS INCLUDED HEREIN SO AS TO PUT THIS NEW SURVEY TO RECORD

Being a 101.355 acre tract of land in the community of Irvington, Breckinridge County, Kentucky, more particularly described as follows: Unless stated otherwise, any monument referred to herein as a 5/8" rebar" is a set 5/8" diameter steel concrete reinforcing rod, eighteen (18") in length, with a yellow plastic cap stamped T.W. Smith, LS 2373. All bearings stated herein are based on the bearing on the southwesterly line of the R. DeWitt property from a previous survey.

BEGINNING at a 5/8" rebar set on the northeasterly right-of-way of Mt. Merino Cemetery Road corner to W. Casteel (DB 387 PG 537); THENCE with said W. Casteel N 56 deg. 00 min. 16 sec. E., 204.80' to a 5/8" rebar set; THENCE N 36 deg. 43 min. 55 sec. W., 200.00' to a 5/8" rebar set in the line of R. Evans (DB 143 PG 134); THENCE with said R. Evans (DB 143 PG 134) and continuing with R. Evans (DB 178 PG 259) N 56 deg. 23 min. 30 sec. E., 808.52' to a 5/8" rebar set corner to L. Breeding (DB 111 PG 037); THENCE with said L. Breeding N 55 deg. 07 min. 45 sec. E., 607.00' to a 5/8" rebar set corner to A. Hicks (DB 344 PG 050); THENCE with said A. Hicks N 54 deg. 55 min. 09 sec. E., 476.56' to a found stone; THENCE S 41 deg. 15 min. 31 sec. E., 1505.63' to a found stone corner to Irvington K & K Enterprises, LLC, (DB 237 PG 516); THENCE leaving said A. Hicks with said Irvington K & K Enterprises, LLC, S 43 deg. 50 min. 55 sec. W., 2364.36' to a 5/8" rebar set; THENCE leaving said Irvington K & K Enterprises, LLC, with new lines in R. Lawson (DB 128 PG 469) N 46 deg. 09 min. 05 sec. W., 336.94' to a 5/8" rebar set; thence S 45 deg. 10 min. 43 sec. W., 740.74' to a 5/8" rebar set on the northeasterly right-of-way of said Mt. Merino Cemetery Road; THENCE with the right-of-way of said Mt. Merino Cemetery Road the following chordal courses: N 40 deg. 48 min. 37 sec. W., 575.78'; N 37 deg. 32 min. 14 sec. W., 76.39'; N 28 deg. 38 min. 50 sec. W., 76.41'; N 11 deg. 06 min. 52 sec. W., 44.18'; N 12 deg. 00 min. 13 sec. E., 70.30'; N 29 deg. 07 min. 51 sec. E., 95.79'; N 33 deg. 36 min. 01 sec. E., 178.53' to a 5/8" rebar set corner to R. DeWitt (DB 252 PG 667); THENCE leaving said Mt. Merino Cemetery Road with said R. DeWitt S 50 deg. 54 min. 40 sec. E., 406.40 to 5/8" rebar set; THENCE N 28 deg. 33 min. 35 sec. E., 455.51' to a 5/8" rebar set, THENCE N 54 deg. 46 min. 54 sec. W., 405.99' to a 5/8"

rebar set on the southerly right-of-way of said Mt. Merino Cemetery Road, THENCE with the right-of-way of said Mt. Merino Cemetery Road the following chordal courses: N 20 deg. 29 min. 38 sec. E., 155.64'; N 08 deg. 45 min. 42 sec. E., 73.80'; N 06 deg. 58 min. 50 sec. W., 66.85'; N 24 deg. 57 min. 44 sec. W., 58.43'; N 38 deg. 11 min. 08 sec. W., 201.64' to the POINT OF BEGINNING and CONTAINING 101.355 Acres more or less, according to a survey by Timothy W. Smith, PLS #2373 during July 1998 per Job No. 98-193. BEING the same property conveyed to Irvington K & K Enterprises, LLC, a limited liability company, from the Estate of Myrtie V. Lawson, by and through Robert Elmer Lawson, Jr., Executor of the Estate of Myrtie V. Lawson, by deed dated February 24, 2003 and recorded in Deed Book 288, page 257, said clerk's office.

(In the event of any inaccuracies or insufficiencies in the above legal description, Lessee may modify this Exhibit A to correct such inaccuracies or insufficiencies)

LEASE AGREEMENT

(#KY-MEA1-126)

This Lease Agreement (this "Agreement") is made, dated and effective as of December 16, 2020 (the "Effective Date"), between **Michael Meador and Betty L. Meador, husband and wife, and Judith Morrison, a single person** (collectively, "Owner"), and **Merino Solar LLC, a Delaware limited liability company** (together with its transferees, successors and assigns, "Lessee"), and in connection herewith, Owner and Lessee agree, covenant and contract as set forth in this Agreement. Owner and Lessee are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

Owner and Lessee entered into a solar lease agreement in the form of a letter agreement (the "Letter Agreement") dated June 16, 2017 (the "Letter Agreement Effective Date"). Owner and Lessee now wish to amend and restate the Letter Agreement on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Lease. Owner hereby leases to Lessee the real property of Owner consisting of approximately 117.45 acres located in Meade County, Kentucky, and legally described on Exhibit A attached hereto and incorporated herein by reference. Such lease ("Lease") includes the right to access and utilize all radiant energy emitted from the sun upon, over and across the real property ("Solar Energy"), and any easements, rights-of-way, and other rights and benefits relating or appurtenant to such real property (collectively, the "Property"). The Property includes the portion described in Exhibit A-1 attached hereto ("Timber Property"). In the event of inaccuracies or insufficiencies in the legal description in Exhibits A or A-1 Lessee may modify the Exhibits to correct the inaccuracies or insufficiencies, and shall notify Owner of such modification.

2. Purpose. Lessee shall have the exclusive right to use the Property and the unobstructed flow of Solar Energy upon, over and across the Property for electric power, heat and/or steam generation purposes ("Solar Energy Purposes") and to derive all profits therefrom. For purposes of this Agreement, Solar Energy Purposes include, without limitation, the right to convert the Solar Energy into electrical energy and to collect and transmit the electrical energy so converted, together with any and all activities related thereto, including, without limitation, (a) determining the feasibility of Solar Energy conversion and power generation on the Property, including studies of the Solar Energy emitted upon, over and across the Property (through the installation of Solar Energy measurement equipment or otherwise) and other meteorological, archeological and environmental studies, land surveys and due diligence activities; (b) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining, refurbishing and operating, Solar Energy collection and electrical generating equipment of all types including, without limitation, any such equipment utilizing photovoltaic and/or solar thermal technology (collectively referred to herein as "Solar Generating Equipment"), overhead and underground electrical transmission and communications lines, electric inverters, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with Solar Generating Equipment, roads and gates, meteorological stations and Solar Energy measurement equipment, control buildings, maintenance yards, and related facilities and equipment (the Solar Generating Equipment together with all of the other foregoing facilities, equipment and improvements, collectively "Solar Facilities") on the Property; and (c) undertaking any other activities, whether accomplished by Lessee or a third party

authorized by Lessee, that Lessee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. Solar Facilities on the Property may be operated in conjunction with Solar Facilities installed on other nearby properties that are part of the same solar energy project (collectively, the "Project"). Lessee and its consultants may enter the Property, upon reasonable advance notice, to do work related to development of Solar Facilities. Subject to Owner's rights to use the Property in any manner consistent with Section 8.2, Lessee shall have the right to control and restrict access onto and over the Property and exclude others (other than any parties with preexisting easement rights) as it deems necessary or appropriate for safety and security reasons.

3. Term.

3.1 Term. The initial term of this Agreement ("Initial Term") commenced upon the Letter Agreement Effective Date and will continue until the later of (a) the 30th anniversary of the first day of the month following the month in which Solar Facilities in a Project commence operation by delivering commercial quantities of electricity to the electric utility grid (the "Commercial Operation Date"), or (b) 37 years after the Letter Agreement Effective Date. Lessee may elect to extend the Initial Term for one additional 10-year term commencing on the last day of the Initial Term, upon at least 90 days' notice to Owner. The Initial Term plus either or both of such additional 10-year terms are called the "Term." If the Start of Construction (as defined in Section 3.2) has not occurred prior to the seventh anniversary of the Letter Agreement Effective Date, Owner may terminate this Agreement by notice to Lessee within 60 days of such anniversary.

3.2 Project Sites. Within thirty (30) days after the date that any of the racking that will support Solar Generating Equipment is installed ("Start of Construction") in the Project, Lessee shall designate the portion of the Property on which Solar Facilities are being constructed as part of such Project (a "Project Site"). Lessee shall designate a new Project Site each time it constructs new Solar Facilities on the Property.

3.3 Delay in Use. Except as specifically provided in this Agreement, no delay of Lessee in the use or enjoyment of any leasehold, easement or other right in this Agreement will result in the loss or abandonment of any right, title interest or estate granted herein.

4. Payments.

4.1 Rent. [REDACTED]

(a) Initial Rent [REDACTED]

[REDACTED]

(b) Operational Re [REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

4.2 Inflation Adjustmen [REDACTED]

4.3 Overhead Power Lines, Underground Collection Lines, Roads. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.4 Substantive [REDACTED]

[REDACTED]

5. Ownership of Solar Facilities. Owner shall have no ownership or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Lessee may remove any or all Solar Facilities at any time. Except for payments of Rent described in Section 4, Owner shall not be entitled to any other payments or benefits accrued by or from the Solar Facilities, including renewable energy credits, environmental credits or investment or other tax credits.

6. Taxes.

6.1 Lessee and Owner [REDACTED]

[REDACTED]

[REDACTED]

6.2 Tax Bills. Lessee shall have the right, but not the obligation, to seek to have its leasehold estate separately assessed to Lessee for real estate ad valorem tax purposes as well as personal property tax purposes, and Owner and Lessee agree jointly to use commercially reasonable efforts to cause the County tax assessor to issue separate property tax bills to Owner and Lessee. It is a condition to Owner's right to payment or reimbursement hereunder that Owner submit Owner's real property tax bill to Lessee no later than 15 days prior to the due date for such taxes. If Owner fails to pay for its share of real property taxes, Lessee shall have the right to pay such amounts on Owner's behalf and to offset any amounts so paid by Lessee against all or any of the Rent payments next payable by Lessee under this Agreement.

6.3 Contest. Lessee may contest the assessed value of the Solar Facilities and the legal validity and amount of any such taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers reasonable or necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. Owner shall submit to Lessee a copy of all notices and other correspondence Owner receives from any taxing authorities regarding the assessed value of the Property and/or the Solar Facilities within 30 days after Owner receives same, but in no event later than 30 days prior to the date an objection to such assessment or taxes must be filed. Owner agrees to provide to Lessee all reasonable assistance in contesting the validity or amount of any such taxes, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, but at no out-of-pocket cost to Owner. In the event the taxing authorities provide a separate assessment and tax statement for the portion of the real property taxes levied against or allocated to the Solar Facilities, Lessee agrees to pay such real property taxes directly to the taxing authorities.

6.4 Indemnity – Real Property Taxes. OWNER AND LESSEE EACH AGREES TO INDEMNIFY AND HOLD EACH OTHER HARMLESS FROM ANY LIABILITY, COST OR EXPENSES, PAID BY IT OR FOR WHICH IT IS LIABLE, IF SUCH PARTY SHOULD FAIL TO PAY ITS PORTION OF REAL PROPERTY TAXES IN ACCORDANCE WITH THIS AGREEMENT.

7. Lessee's Representations, Warranties, and Covenants. Lessee hereby represents, warrants, and covenants to Owner that:

7.1 Siting. Lessee shall provide Owner with a survey of each Project Site, including the exact acreage thereof, within 90 days of the Commercial Operation Date of the Project. Owner hereby grants Lessee the right to record a notice of final description ("Notice of Final Description") to reflect the boundaries of each Project Site, or at Lessee's election to record or re-record one or more Memorandums of Lease in the county's Real Property Records (as described in Section 13.9 below) and attach the legal description of each Project Site to the appropriate Memorandum of Lease. Lessee shall make all siting decisions as to Solar Facilities in its sole discretion. If Lessee builds Solar Facilities on part of the Property, then Lessee will make

commercially reasonable efforts not to interfere with Owner's agricultural activities on the rest of the Property, as set forth in Section 7.6.

7.2 Insurance. Lessee shall, at its expense, maintain liability insurance insuring Lessee and Owner against loss caused by Lessee's use of the Property under this Agreement, or else Lessee shall self-insure and assume the risk of loss for general liability exposures that would have been covered by the policy, to the extent Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). The amount of such insurance shall be not less than \$1 million of combined single limit liability coverage before the Start of Construction and not less than \$5 million of combined single limit liability coverage after the Start of Construction. Under such policy, Owner will be named as an additional insured with respect to operations or activities of Lessee but only to the extent Owner is held liable for damage and injuries caused by such operation or activities for which Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). No coverage is provided for liability arising out of Owner's own negligence or misconduct. Certificates of such insurance, or evidence of self-insurance reasonably acceptable to Owner, shall be provided to Owner upon request.

7.3 Mutual Indemnities.

(a) Lessee's Indemnity. Lessee will indemnify, defend and hold harmless Owner and Owner's shareholders, directors, successors, assigns, personal representatives, trustees, mortgagees, employees and agents (collectively, "Owner's Indemnified Parties") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by the operations or activities of Lessee or its employees, contractors or agents. The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and the like that may result from Owner's loss of use of the Project Site or any other portion of the Property occupied by Solar Facilities. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Owner or any of Owner's Indemnified Parties or any party other than Lessee or its employees, contractors or agents.

(b) Owner's Indemnity. Owner will indemnify, defend and hold harmless Lessee and Lessee's members, shareholders, directors, successors, assigns, affiliates, personal representatives, trustees, mortgagees, employees and agents (collectively, "Lessee's Indemnified Parties") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by (i) any negligent act or failure to act by Owner, guest or invitee, or (ii) any breach of this Agreement by Owner. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Lessee or any of Lessee's Indemnified Parties or any party other than Owner or its employees, contractors or agents.

7.4 Requirements of Governmental Agencies. Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the construction and operation of the Solar Facilities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity

or applicability to the Property, Project Site or Solar Facilities of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall cooperate in every reasonable way in such contest, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, at no out-of-pocket expense to Owner. Any such contest or proceeding shall be controlled and directed by Lessee, but Lessee shall indemnify Owner from Lessee's failure to observe or comply with the contested law, ordinance, statute, order, regulation or property assessment.

7.5 Construction Liens. Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property in connection with Lessee's use of the Property. Lessee may contest any such lien and the legal validity and amount of any such lien; *provided, however*, that if Lessee elects to contest any such lien, Lessee shall, within 60 days after it receives notice of the filing of such lien, either bond around such lien or establish appropriate reserves therefor, or otherwise remove such lien from the Property pursuant to applicable law.

7.6 Lessee Non-Interference with Agricultural Activities. In the construction and operation of its Solar Facilities, Lessee will make commercially reasonable efforts not to interfere with Owner's agricultural activities on the rest of the Property. To facilitate communication, Lessee and Owner will each designate a single point of contact with the other Party.

(a) Construction and Siting. Lessee will consult with Owner (or, at Owner's request, with Owner's then-current tenant) prior to the Start of Construction to describe Lessee's plan and schedule for construction on the Property. As part of the consultation, Lessee will present a preliminary site map showing the Project Site and any new roads, overhead transmission lines, electric substation or switchyard, or operations and maintenance building proposed to be located on the Property outside of the Project Site pursuant to Section 8.6 or Section 10.1 (the "Related Facilities"), and solicit Owner's advice and input, before finalizing the site design. Lessee will also discuss with Owner the measures Lessee will take during construction to minimize conflicts between Lessee's construction activities and Owner's ongoing agricultural operations.

(b) Soil Restoration; Compaction; Weed Control. Outside of the Project Site, Lessee shall use commercially reasonable efforts to minimize any damage to and disturbance of growing crops and crop land caused by its construction activities and will work with Owner to minimize areas of potential soil compaction. Lessee shall not remove topsoil from the Property, and shall replace removed topsoil to the location from which it was removed to the extent practicable, or such other location on the Property as may be reasonably requested by Owner. Upon completion of construction on the Property, Lessee will restore the soil surface on any portion of the Property disturbed by Lessee that is outside of the Project Site or the boundaries of any Related Facilities. In addition, if such disturbed area was in pasture prior to construction, Lessee will re-plant native or similar grass seed on such portion of the Property. If Lessee causes compaction of any previously cultivated part of the Property located outside of the Project Site or the boundaries of any Related Facilities, Lessee will "rip" such portion of the Property in at least three passes to a depth of at least 18 inches. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to control weeds within the Project Site, the portions of the Property where Related Facilities have been installed, and in areas disturbed by Lessee's construction on the Property. Owner may spray to control weeds up to the edge of the Project Site.

(c) Underground Lines and Drainage Tiles. During construction on the Property, Lessee will promptly repair any damage to underground drainage tiles or waterways caused by the construction activities of Lessee, and such repairs will be done by a qualified professional. Lessee shall have a continuing obligation to effect repairs to drainage tiles for any damage provided that such damage is related to the construction activities of Lessee. Once Owner has provided Lessee with written acceptance of the drainage repairs, Lessee shall be relieved of any obligation to effect further repairs unless Lessee causes new damage to drainage tiles or waterways.

(d) Crop Damage. [REDACTED]

[REDACTED]

(e) Gates and Fences. If Owner's Property is fenced, all of Lessee's newly constructed access roads located on the Property shall be gated by Lessee at Lessee's expense, and Owner shall be furnished with keys or other ability to open and close such exterior gates. Lessee shall maintain such gates as part of the Solar Facilities. When installing a gate within Owner's existing fence, Lessee will make such fence cuts, braces, and repairs that will be permanent and remain functional for the remaining life of the fence of which they are part; alternatively, Owner may require Lessee to install a cattle guard in lieu of any internal gate. When accessing the Property, Lessee will close gates used by its personnel except when open to permit the passage of vehicular traffic, so that Owner's or Owner's tenant's livestock do not stray or escape through such gates. Additionally, Owner authorizes Lessee, at Lessee's sole expense, to take reasonable safety and security measures to reduce the risk of damage to Solar Facilities or the risk that Solar Facilities will cause damage, injury or death to people, livestock, other animals and property, including fencing around the Project Site and the perimeter of any electric substation or switchyard, operations or maintenance building, or (during periods of construction) laydown area located outside of the Project Site, as Lessee may deem necessary or appropriate to secure or enclose the same.

(f) Roads. To minimize erosion caused by Lessee's construction of roads on the Property and facilitate natural drainage, Lessee will seek Owner's advice on the design and location of such roads. Lessee will incorporate Owner's advice into the final road design to the extent such advice does not substantially increase construction costs over a design based on good engineering practice, as determined by Lessee in its reasonable judgment. During construction, Lessee will keep Owner's existing site roads used by Lessee in good repair. After the Commercial

Operation Date, Lessee will maintain roads used by Lessee on the Property outside of the Project Site to the extent necessary for Lessee's continued use, as reasonably determined by Lessee, and will use commercially reasonable efforts to minimize erosion caused by Lessee's road use. The crown of new roads located in any previously cultivated portion of the Property will be kept to a minimum. Lessee will ensure there is an adequate crossing point for agricultural vehicles over any new roads. New roads used during construction but not required for operations will be reclaimed. If the installation of Solar Facilities re-routes the natural drainage, causing drainage problems on the Property, Lessee will use commercially reasonable efforts to correct such problems.

(g) Resources. Lessee may use caliche, gravel and water from the Property, so long as Lessee pays Owner the then current market price, excluding cost of transportation.

(h) Animals. Lessee's employees shall not bring animals onto the Property at any time.

(i) Keeping the Property Clean. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to keep the Property neat and clean (free from debris and waste), and shall remove all refuse, litter and debris created by Lessee and its invitees, licensees, agents and contractors from the Property.

(j) Livestock. Lessee will use commercially reasonable efforts to minimize any interference with Owner's livestock operation.

(k) Timber Property. If Lessee builds Solar Facilities on the Property, Lessee may clear timber from the Timber Property as needed for construction and operation of the Solar Facilities. Lessee will give Owner sixty (60) days' written notice before clearing timber from the Property, following which Lessee will clear the timber and set it aside on the Property. Owner will be responsible for the prompt removal of the cut timber within 45 days after the timber has been cut, and if timely removed, Owner shall retain its full value.

7.7 Hazardous Materials. Lessee shall not violate, and shall indemnify Owner against any liability and expense arising from violation by Lessee of, any federal, state, or local law, ordinance, or regulation promulgated thereunder ("Environmental Laws") relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials in, on or under the Property. This provision shall survive termination of this Agreement. For purposes of this Agreement, "Hazardous Materials" means any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property.

7.8 Noise, Glare and Shadow. Lessee shall have the right in connection with the construction, use and operation of Solar Facilities to emit or cause the emission of noise, to impact Owner's views of and from the Property, and to allow or permit the Solar Facilities to cast shadows and to create, cause and emit glare or shadow onto the Property and adjacent properties, and similar field effects. OWNER, FOR ITSELF AND ON BEHALF OF ITS SUCCESSORS AND ASSIGNS, HEREBY ACCEPTS SUCH EFFECTS, WAIVES ANY RIGHT TO OBJECT TO SUCH EFFECTS AND RELEASES LESSEE FROM ANY CLAIMS, DAMAGES, LIABILITIES OR LOSSES OWNER MAY INCUR THEREFROM.

8. Owner's Representations, Warranties, and Covenants. Owner hereby represents, warrants, and covenants as follows:

8.1 Owner's Authority. Owner is the sole owner of the Property and holds fee simple title to the surface estate of the Property. Owner has the unrestricted right and authority and has taken all necessary action to authorize Owner to execute this Agreement and to grant to Lessee the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so and all persons having any ownership interest in the Property (including spouses) are signing this Agreement. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner and the Property in accordance with its terms. Without limiting the foregoing, if a title search shows that the holders of fee simple title to the Property are different from the persons who signed this Agreement as Owner, the persons who signed this Agreement as Owner shall immediately cause all of the holders of fee simple title to the Property to execute an amendment to this Agreement pursuant to which all of such holders of fee simple title to the Property agree to and ratify this Agreement, all at no cost to Lessee.

8.2 Restrictive Covenant - No Interference. Lessee shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance, or operation of Solar Facilities, whether located on the Property or elsewhere; access over the Property to such Solar Facilities; Lessee's rights granted hereunder to use the Property for any other Solar Energy Purposes; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, (a) the activities of Owner shall not disturb or interfere with the unobstructed flow of Solar Energy upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing permanent or temporary buildings, barns, silos or other structures or facilities (collectively, "Owner's Structures") closer than five (5) times the height of any such Owner's Structure from any Solar Generating Equipment of Lessee, whether located on the Property or elsewhere, and (b) Owner shall not engage in any other activity on the Property or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Solar Facilities. The area of land to remain unobstructed by Owner will consist horizontally of the entire Property, and vertically all space located above the surface of the Property. If Lessee builds Solar Facilities on only a portion of the Property, Owner may use the rest of the Property in any manner that complies with the foregoing. In addition, Owner represents that it is not aware of any pending or threatened lawsuits or government actions that might interfere with the construction or operation of Solar Facilities on the Property, or any delinquent taxes affecting the Property.

8.3 Water Rights. Owner shall retain its water rights and the ability to physically remove and contractually sell the water from existing wells on the site, provided that (a) Owner's exercise of its water rights shall not interfere with the construction, installation, maintenance, or operation of Solar Facilities, or access over the Property to such Solar Facilities, or Lessee's rights hereunder to use the Property for any other Solar Energy Purposes; and (b) Lessee shall be entitled to consume water from the Property for both onsite and offsite Solar Energy Purposes if it pays Owner then-current market rates (excluding cost of transportation) or purchases water directly from the local water authority.

8.4 Liens and Tenants. Except as disclosed by Owner in writing to Lessee on or prior to the Effective Date, Owner represents that there are no liens, encumbrances, leases,

easements, mortgages, deeds of trust, security interests, mineral or gas and gas rights, options, sale contracts, claims, disputes or other exceptions to Owner's fee title ownership of the Property or to Owner's right, title or interest in the Property (collectively, "Liens"), which are not recorded in the public records of the County in which the Property is located. Lienholders (including tenants), whether or not their Liens are recorded, shall be Owner's responsibility, and Owner shall fully cooperate and assist Lessee in obtaining a non-disturbance agreement from each party that holds a Lien that Lessee determines in its discretion might interfere with Lessee's rights under this Agreement. A non-disturbance agreement is an agreement between Lessee and a lienholder which provides that the lienholder shall not disturb Lessee's possession or rights under this Agreement or terminate this Agreement so long as Owner is not entitled to terminate this Agreement under the provisions hereof. If Owner is unable to obtain any such non-disturbance agreement from a lienholder that holds a mortgage, deed of trust, tax lien or other Lien that is senior to this Agreement (if any), Lessee shall be entitled (but not obligated) to make payments in fulfillment of Owner's obligations to the lienholder and may offset the amount of such payments from amounts due Owner under this Agreement. Owner represents that Owner is not aware of any delinquent taxes affecting the Property.

8.5 Requirements of Governmental Agencies. Owner shall assist and fully cooperate with Lessee, at no out-of-pocket expense to Owner, in complying with or obtaining any land use or siting permits and approvals, property tax abatements, building permits, environmental impact reviews, or any other approvals required for the financing, construction, installation, monitoring, replacement, relocation, maintenance, operation or removal of Solar Facilities (whether located on the Property or elsewhere), including execution of applications for such approvals if required. In connection with any applications for such approvals, Owner agrees at Lessee's request to support such application (at no out-of-pocket expense to Owner) at any administrative, judicial or legislative level, including participating in any appeals or regulatory proceedings. If Owner is contacted directly by any governmental agency about this Agreement, any Solar Facilities or the Property, Owner shall notify Lessee. To the extent permitted by law, Owner hereby waives any setbacks or other restrictions on the location of any Solar Facilities to be installed on the Property or on adjacent properties, including but not limited to waiver of all property line setbacks, pursuant to state or county rules, regulations or ordinances (that is, Owner approves a reduction of each such setback to zero), and Owner shall cooperate with Lessee in providing documentation of such setback waivers and shall execute any documents reasonably requested by Lessee to evidence Owner's waiver of such setbacks.

8.6 Access. Owner hereby grants to Lessee the right of ingress to and egress from Solar Facilities (whether located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time ("Access Easement"). The Access Easement shall include the right to improve existing roads and lanes, shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Access Easement shall expire upon termination or expiration of this Agreement.

8.7 Construction Easement. Owner grants Lessee an easement in, over and across the Property ("Construction Easement") which may be utilized on a temporary basis for access, construction laydown or other purposes to facilitate the construction, maintenance or repair of Solar Facilities (whether located on the Property or nearby properties) during any time that Lessee is conducting such work. Lessee shall have the right, at its sole expense, to (a) remove any

existing trees, shrubs, vegetation, structures or improvements located on a Project Site or the site of Related Facilities that might interfere with construction or operation of Solar Facilities; and (b) change the grade of any part of the Property used as a Project Site, to the extent necessary to construct Solar Facilities, as determined by Lessee. Lessee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying outside of the Project Site during construction. Lessee will comply with Section 7.6 with respect to damage caused by Lessee's use of the Construction Easement. The Construction Easement shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Construction Easement shall expire upon the termination or expiration of this Agreement.

8.8 Mineral Development. This Agreement is subject to any and all existing mineral reservations and mineral leases granted by Owner or its predecessors-in-interest, which cover some or all of the Property as of the Effective Date. In order to permit the simultaneous use of the Property for Solar Energy Purposes and mineral resource development, Owner and Lessee agree to work cooperatively together to ensure that Owner can benefit from the exploitation of the mineral resources on or under the Property and Lessee can undertake development of Solar Energy projects with reasonable certainty that the exploitation of the mineral resources will not interfere with or adversely affect the Solar Energy projects or unobstructed access to sunlight on the Property. Thus, prior to the issuance of any new mineral lease or to a sale or exchange of minerals under the Property during the Term, Owner will advise and consult with Lessee regarding each such proposed transaction and include in any new lease or sale or exchange documentation, as applicable, a requirement that the buyer, lessee or other party to the minerals transaction waive and release during the Term, any and all rights to enter upon, utilize or disturb the surface area of the Property for any reason whatsoever, including, without limitation, the exploration, drilling or mining of such oil, gas or other minerals; *provided, however*, that foregoing waiver and release shall not preclude the exploration, mining, development, extraction and production of oil, gas, sulphur or other minerals from or under the Property (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) by means of directional or horizontal drilling or utilized or pooled operations with the well and all surface equipment located off the Property, without, in either case, any well bore or mine shaft penetrating any depth beneath the Property above the subsurface depth of five hundred feet (500') feet nor shall such well bore or mine shaft impair the subjacent support of the Property or of any improvements now or hereafter situated on the Property. In addition, upon written request from Lessee, Owner shall (i) cooperate with Lessee in requesting a separate nondisturbance agreement from any existing mineral interest lessee or owner on terms reasonably acceptable to Lessee, and (ii) enforce any rights Owner may have against any such mineral interest lessee or owner in order to provide reasonable accommodation for Lessee to exercise its rights under this Agreement.

8.9 Hazardous Materials.

(a) Owner shall not violate, and shall indemnify Lessee against any such violation of, any Environmental Laws in, on or under the Property. Owner shall promptly notify Lessee of any such violation. This provision shall survive expiration or termination of this Agreement.

(b) To the best of Owner's knowledge, the Property, including, but not limited to, all improvements, facilities, structures and equipment thereon, and the soil and groundwater thereunder, is not in material violation of any Environmental Laws. No release or threatened

release of any Hazardous Material has occurred, or is occurring, at, on, under, from or to the Property, and no Hazardous Material is present in, on, under or about, or migrating to or from the Property that could give rise to a claim under Environmental Laws. Neither Owner nor, to the best of Owner's knowledge, any third party has used, generated, manufactured, produced, stored or disposed of on, under or about the Property, or transported to or from the Property any Hazardous Materials in violation of Environmental Laws or in such a manner as to require investigation or remediation of such Hazardous Materials. To Owner's knowledge, there are no storage or other tanks or containers, or wells or other improvements, below the surface of the Property, nor have any storage or other tanks or containers, or wells or other improvements ever previously been located below the surface of the Property. Owner shall be responsible for and/or shall indemnify Lessee for any liability arising out of a violation of any Environmental Laws in, on or under the Property that may exist (whether known or unknown) as of the Effective Date.

8.10 Non-exclusive Grant of Rights. Owner hereby grants Lessee a non-exclusive right, privilege, license and easement covering all of the following:

(a) Any and all easements, rights-of-way, rights of entry, hereditaments, privileges and appurtenances benefiting, belonging to or inuring to the benefit of Owner and pertaining to the Property.

(b) Any and all right, title and interest of Owner in and to any land in the bed of any street, road, avenue or alley (open, proposed or closed) in front of or adjoining the Property and any and all right, title and interest of Owner, in and to any rights-of-way, rights of ingress or egress, or other interests in, on, or to any land, highway, street, road, avenue or alley (open, proposed or closed) in, on, or across, in front of, abutting, or adjoining the Property.

(c) Any and all right, title and interest of Owner, in and to any strips or gores of land adjacent or contiguous to the Property, whether those lands are owned or claimed by deed, limitations, or otherwise.

8.11 Hunting. For safety reasons, hunting is prohibited on the Property after the Start of Construction.

9. Assignment.

9.1 Assignments by Lessee. Lessee and any Assignee (as hereinafter defined) shall have the right, without obtaining the consent of Owner, to do any of the following with respect to all or any portion of its right, title and/or interest in and to this Agreement, the Lease, the Property, any Project Site and/or any Solar Facilities: (a) grant subleases, separate easements, co-easements, subeasements, licenses or similar rights (however denominated) to one or more Assignees, (b) collaterally assign, mortgage, encumber, pledge or transfer all or any portion of its right, title or interest therein to one or more parties providing financing to Lessee, and/or (c) sell, lease, assign, transfer or otherwise convey all or any portion of its right, title or interest therein to one or more Assignees. Lessee or an Assignee that has assigned an interest hereunder will give notice of such assignment (including the address of the assignee thereof for notice purposes) to Owner, *provided* that failure to give such notice shall not constitute a default under this Agreement but rather shall only have the effect of not binding Owner with respect to such assignment until such notice shall have been given. For purposes of this paragraph, an "Assignee" is any of the following: (i) any one or more parties involved in the development, financing or refinancing of

any Solar Facilities, including, without limitation, any lender to or investor in, or purchaser or lessee of, Solar Facilities; (ii) any one or more parties involved in financing or refinancing the development of any Solar Facilities, or any purchaser or owner of Solar Facilities; (iii) a corporation, partnership or limited liability company now existing or hereafter organized (including Lessee) in which Lessee or any of its owners, or any affiliate or partner of either, owns (directly or indirectly) a controlling interest at the time of assignment; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation, partnership or limited liability company; or (v) a corporation, partnership, limited liability company, or other entity that acquires all or substantially all of Lessee's business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means.

9.2 Assignee Obligations. No Assignee shall have any obligation or liability under this Agreement prior to the time that such Assignee takes actual physical possession of the Property. An Assignee shall be liable to perform obligations under this Agreement only for and during the period such Assignee is in possession of the Property. Any assignment permitted hereunder shall release the assignor from assigned liabilities of Lessee under this Agreement when the Assignee agrees in writing to perform the assigned obligations, if such Assignee either (a) is at least as creditworthy as the assignor at the time of the assignment, or (b) owns or holds, or will own or hold, a majority or controlling interest, directly or indirectly, in any Solar Facilities including Solar Generating Equipment located on the Property.

9.3 Right to Cure Defaults. To prevent termination of this Agreement or any partial interest therein, Lessee (or any Assignee) shall have the right, but not the obligation, at any time prior to the termination, to pay any or all amounts due hereunder, and to do any other act or thing required of any Assignee or Lessee hereunder or necessary to prevent the termination of this Agreement or any partial interest therein. A default of the holder of a partial interest in this Agreement will not be considered a default by the holder of any other partial interest in this Agreement, and the non-defaulting holder's partial interest shall not be disturbed. If Lessee or an Assignee holds an interest in less than all of this Agreement, the Property or the Solar Facilities, any default under this Agreement shall be deemed remedied, as to Lessee's or such Assignee's partial interest, and Owner shall not disturb such partial interest, if Lessee or the Assignee, as the case may be, shall have cured its *pro rata* portion of the default by paying the fees attributable to the Solar Facilities or the Project Site in which Lessee or the Assignee, as the case may be, holds an interest.

9.4 Separability. Lessee may use the Property in connection with one or more Project Sites of associated Solar Facilities constructed, installed and/or operated on the Property and/or on other lands in the general vicinity of the Property by or on behalf of Lessee or an affiliate or Assignee(s) thereof as an integrated energy generating and delivery system. If Lessee elects to use the Property for two or more Project Sites, then Owner shall, within 20 days after request from Lessee, and without demanding any additional consideration, bifurcate this Agreement and the Lease by entering into and delivering to Lessee two or more independent new lease agreements (which shall supersede and replace this Agreement) that provide Lessee with separate leasehold estates in different portions of the Property, as designated by Lessee. Each such new lease agreement shall: (a) specify the portion(s) of the Property to be covered thereby, (b) contain the same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Lessee or any other person or entity prior to the execution of such new agreements, and except for any modifications that may be required to ensure that each Party's combined obligations under such new agreements do not exceed such Party's obligations under this Agreement) and be in a

form reasonably acceptable to Lessee; (c) be for a term equal to the remaining Term of this Agreement; (d) contain a grant of access, transmission, communications and other easements for the benefit of each of the bifurcated estates, covering such portion or portions of the Property outside of the benefited estate in each case as Lessee may designate; (e) require payment to Owner of only an acreage-proportionate part of each payment due under Section 4 (which under all such new agreements shall in the aggregate equal the amounts that are due under Section 4); (f) provide for payments thereafter due under Section 4 and elsewhere to be paid with respect to the Solar Facilities actually installed under such new lease for the portion of the Property subject to such lease; and (g) enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Property. Further, notwithstanding any other provision of this Agreement, (i) in the event of any uncured default under any such new lease agreement, such event of default shall not affect, or cause a termination of, any other such new lease agreement or any rights or interests granted under any other such new lease agreement and (ii) in the event of a termination of any such new lease agreement, the remaining new lease agreements and all rights granted therein, including all easements affecting any portions of the Property (regardless of whether such portions of the Property are part of or outside the benefited estate), shall remain in full force and effect without any further compensation due Owner.

9.5 Transfers by Owner. Owner shall have full right and authority to sell, convey, mortgage, or transfer to one or more transferees, all of Owner's right, title and interest in and to the Property, but any such sale or other transfer shall be subject to the Construction Easement, the Transmission Easement, the Access Easement and this Agreement.

10. Transmission.

10.1 Grant of Transmission Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner, Owner hereby grants to Lessee an exclusive easement ("Transmission Easement") in, on, along, over, above, across and under the Property for the right to erect, construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time in connection with Solar Energy Purposes, whether carried out on the Property or elsewhere: (a) a line or lines of poles or towers, together with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said poles, towers, wires and cables on, along and in the Property, including beneath the bed of any road located on the Property; and (b) one or more electric inverters, substations or interconnection or switching facilities from which Lessee or others that generate energy may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, together with the appropriate rights-of-way, on, along and in the Property. Said poles, towers, wires, cables, substations, facilities and rights-of-way are herein collectively called the "Transmission Facilities."

10.2 Access. The Transmission Easement also includes the right of ingress to and egress from the Transmission Facilities (whether located on the Property or elsewhere), over and along the Property by means of roads and lanes thereon if existing or otherwise by such route or routes as Lessee may construct from time to time.

10.3 Assignment in Connection with Transmission Lines

[REDACTED]

10.4 Term; Assignment. The term of the Transmission Easement shall expire upon expiration or termination of this Agreement, except that if Lessee grants a utility or other duly authorized entity any rights pursuant to Section 10.3, then the term of the Transmission Easement shall be perpetual. Lessee (and any Assignee) shall have the right, without need for Owner's consent, to assign or convey all or any portion of the Transmission Easement to an Assignee on an exclusive or nonexclusive basis. The Transmission Easement shall run with the Property and inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

11. Mortgagee Protection. [REDACTED]

11.1 Leasehold Mortgagee's Right to Possession, Right to Acquire and Right to Assign. [REDACTED]

11.2 Notice of Default: Opportunity to Cure [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11.3 New Lease or Easement to Mortgagee. If this Agreement or a partial interest herein terminates because of Lessee's default or if any leasehold and/or easement estate is foreclosed, or if this Agreement or a partial interest herein is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Owner shall, upon written request from any Leasehold Mortgagee within 90 days after such event, enter into a new agreement ("New Lease") for the Property or portion thereof, on the following terms and conditions:

(a) The terms of the New Lease shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the term of this Agreement, subject to the same terms and conditions set forth in this Agreement as are applicable to such interest, as if this Agreement had not been terminated.

(b) The New Lease shall be executed within 30 days after receipt by Owner of written notice of the Leasehold Mortgagee's election to enter into a New Lease, provided such Leasehold Mortgagee: (i) pays to Owner all rent and other monetary charges payable by Lessee under the terms of this Agreement up to the date of execution of the New Lease, as if this Agreement or applicable interest therein had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Lessee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Leasehold Mortgagee within 120 days of the termination, foreclosure, rejection, or disaffirmance; and (iii) agrees in writing to perform, or cause to be performed within a reasonable period of time, all non-monetary obligations which have not been performed by Lessee and which should have been performed under this Agreement or the partial interest therein up to the date of commencement of the New Lease, except those obligations which constitute non-monetary defaults not susceptible to cure. Any New Lease granted to the Leasehold Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrances or other interest created by Owner.

(c) At the option of the Leasehold Mortgagee, the New Lease may be executed by a third party designated by such Leasehold Mortgagee, without the Leasehold Mortgagee assuming the burdens and obligations of Lessee thereunder.

(d) The provisions of this Section 11.3 shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 11.3 were a separate and independent contract made by Owner, Lessee and such Leasehold Mortgagee, and, from the date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such New Lease, such Leasehold Mortgagee may use and enjoy said Property without hindrance by Owner or any person claiming by, through or under Owner, provided that all of the conditions for a New Lease as set forth herein are complied with.

11.4 Leasehold Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as there exists a Leasehold Mortgage, this Agreement shall not be modified or amended with respect to the interest in this Agreement encumbered by such Leasehold Mortgage and Owner shall not accept a surrender of the Property or any part thereof or a cancellation, termination or release of this Agreement from Lessee prior to expiration of the term without the prior written consent of any Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by such Leasehold Mortgagee.

11.5 Estoppel Certificates, Etc. Owner shall execute such (a) estoppel certificates (certifying as to such matters as Lessee may reasonably request, including, without limitation, that no default then exists under this Agreement, if such be the case); (b) consents to assignment, (c) non-disturbance agreements (respecting other property as to which Owner or its affiliates may have lease, use or other rights), and (d) documents reasonably required by a title insurance company, in each case as Lessee or any Assignee may reasonably request from time to time. Owner shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Lessee or any Assignee for the purpose of implementing the terms and conditions contained in this Agreement or of preserving a Leasehold Mortgagee's security interest, at no out-of-pocket cost to Owner. Notwithstanding any provision of this Agreement, the Parties agree that this Agreement shall not be modified or amended prior to expiration of the Term in a manner which would materially and adversely affect any Assignee without such Assignee's prior written consent. The previous sentence is for the express benefit of, and shall be enforceable by, each Assignee.

12. Default and Termination.

12.1 Lessee's Right to Terminate [REDACTED]

12.2 Owner's Right to Terminate [REDACTED]

12.3 Effect of Termination [REDACTED]

[REDACTED]

12.4 Security for Removal

[REDACTED]

13. Miscellaneous.

13.1 Force Majeure. If performance of this Agreement or of any obligation hereunder is prevented, or materially hindered by reason of an event of Force Majeure (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention or material hindrance. The affected Party shall use reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, flood, drought, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; strikes or labor disputes; war, civil strife, sabotage, vandalism, or other violence; any law, order, proclamation, regulation,

ordinance, action, demand, approval, delay, moratorium, permit or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of the Party claiming Force Majeure.

13.2 Confidentiality. Owner shall maintain in the strictest confidence, for the sole benefit of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee or discovered by Owner, unless such information either (a) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents, or (b) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity, or (c) is required to be disclosed by a court or governmental agency; *provided however*, that Owner may disclose the financial terms of this Agreement to Owner's family members; consultants, accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; prospective buyers of the Property; or lenders that may have a mortgage on the Property. Lessee shall maintain in confidence, and shall not publish or otherwise disclose, information pertaining to the financial terms of this Agreement except as necessary in connection with Lessee's development, construction, operations or financing activities or in connection with any assignment. The provisions of this Section 13.2 shall survive the termination or expiration of this Agreement.

13.3 Successors and Assigns. This Agreement and any right, title or interest hereunder shall inure to the benefit of and be binding upon Owner and Lessee and, to the extent provided in any assignment or other transfer under Section 9, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Lessee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in this Agreement as to all or a portion of the Property and actually are exercising rights under this Agreement to the extent consistent with such interest. The Parties agree and intend that the provisions of this Agreement shall be covenants running with the land and that they touch and concern the land because they determine how the Parties will use the Property and its resources, including payment for those resources and use of the Property. The Parties further agree and intend that any conveyance, assignment, sale or other transfer of all or a portion of either Party's rights or interests covered by and permitted under this Agreement shall include and be subject thereto because the provisions of this Agreement are covenants that run with the land. As covenants running with the land, the Parties intend that should either no longer share privity of estate with the other, its rights and obligations in this Agreement pass to the person or entity that shares privity of estate and assumes the role of Owner or Lessee. As a result, any Party who ceases to have privity of estate under this Agreement shall bear no liability or any obligation for the terms hereunder after the date on which privity ends. The privity of contract between the current Parties shall not change this result because the Parties do not intend the use of identifiers like Owner or Lessee to bind those specific Parties upon any transfer, conveyance, assignment, sale or other transfer covered by and permitted under this Agreement.

13.4 Notices. All notices, requests and other communications required or permitted by this Agreement shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, certified, and addressed as follows:

If to Owner:

Michael Meador et al
990 Dooley Rd.
Guston, KY 40142

Telephone: (270) 668-5866

Email:

If to any Assignee:

If to Lessee:

Merino Solar LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attn: General Counsel
[REDACTED]

At the address indicated in the notice to Owner provided under Section 9.1.

Payments to Owner shall be mailed to Owner's address above and made out to Owner, unless Owner directs Lessee otherwise in writing. For the purpose of notices to be given by Owner, Owner designates the person to whom notices are given hereunder as its primary contact, and Lessee shall be entitled to rely on any notices given by such individual in writing as if given in writing by all of the persons or entities constituting Owner. Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph. Any notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such notice is only mailed by certified mail, in which case it shall be deemed to be received five business days after the date it is mailed.

13.5 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Owner and Lessee respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

13.6 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state or federal courts located in Louisville, Kentucky. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the Court. In no event shall either Party be liable under this Agreement for consequential, punitive, special, incidental or indirect damages.**

13.7 Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the Term of this Agreement, the Construction Easement, the Transmission Easement

or the Access Easement be longer than, respectively, the longest period permitted by applicable law.

13.8 No Partnership. Neither the provisions of this Agreement, nor the provisions of any other agreements referenced herein, nor any acts of the Parties, nor any other circumstances shall be deemed to create a partnership or joint venture between the Parties with respect to the Property or the Solar Facilities for any purposes whatsoever. Each Party shall, in connection with this Agreement, the Property, or the Solar Facilities, take reasonable steps in dealing with third parties to negate any inference that such partnership or joint venture exists.

13.9 Memorandum. Neither Owner nor Lessee shall record this Agreement in its entirety. The Parties agree that a Memorandum of Lease shall be recorded in the real property records of the County where the Property is located ("Real Property Records") at Lessee's expense, in a form reasonably acceptable to both Parties, which form shall not contain any of the financial provisions hereof. In the event of any inaccuracy in Exhibit A, Lessee may correct such inaccuracy in order to accomplish the intent of Lessee and Owner.

13.10 Tax and Renewable Energy Credits. If under applicable law, the holder of a lease becomes ineligible for any tax credit, renewable energy credit, environmental credit or any other benefit or incentive for renewable or low carbon energy established by any local, state or federal government, then, at Lessee's option, Owner and Lessee shall exercise good faith and negotiate an amendment to this Agreement or replace it with a different instrument so as to convert Lessee's interest in the Property to a substantially similar interest that makes Lessee eligible for such credit, benefit or incentive.

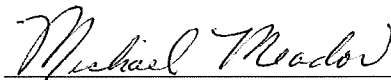
13.11 Further Assurances. From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments, documents and actions specifically provided for herein, as such other Party may reasonably request in order to effectuate the provisions of this Agreement, consummate the transactions contemplated herein, or confirm or perfect any right, restriction or interest to be created or transferred hereunder or pursuant to these transactions.

13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

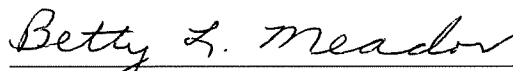
[Signatures to follow on next page.]

IN WITNESS WHEREOF, Owner and Lessee, individually or through duly authorized representatives, hereby execute this Agreement and certify that they have read, understand and agree to the terms and conditions of this Agreement.

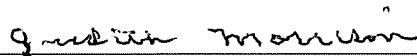
“Owner”



Name: Michael Meador



Name: Betty L. Meador



Name: Judith Morrison

[Signatures continued on following page.]

“Lessee”

**Merino Solar LLC,
a Delaware limited liability company**


By: 
Name: Michael Haas
Title: President

EXHIBIT A

Legal Description of the Property

ALL THAT CERTAIN real estate lying and being situated in Meade County, Kentucky, being more particularly bounded and described as follows:

Real Property Tax Parcel No. 096-00-00-038 (117.45 acres)

A certain tract of land situated, lying and being in Meade County, Kentucky, bounded and described as follows:

Beginning at a stone corner to Neal Neafus (Now George Neafus), thence North 44 1/2 W 262 poles to some small post oaks near an old road, thence North 56 3/4 East 67 poles to a stone corner to William Shearlock, thence with his line South 31 1/4 East 36 1/2 poles, thence North 71 1/2 East 66 poles to a stone corner to Shearlock in Smiley Henrys line, thence with his line South 49 East 190 poles to a stone in Johnson Mill Road corner to Smiley Henry in Singleton Brown's line, thence with said road South 45 West 11 poles to the beginning, containing 140 acres, more or less.

EXCEPTING THEREFROM so much of said property as was conveyed to the Commonwealth of Kentucky for the use and benefit of the Department of Highways, by Deed for Highway Purposes, dated May 15, 1957, of record in Deed Book 90, Page 603, in the Office of the Meade County Clerk

There is excepted from the above described property and not hereby conveyed the 2 acres conveyed to Jane Newton by Deed dated February 26, 1977 of record in Deed Book 138, Page 103, Office of the Meade County Court Clerk.

There is further excepted and not hereby conveyed the approximately 18 7/10 acres conveyed to James E. Meador and wife by Deed from Lewis J. Meador and wife dated January 16, 1954, of record in Deed Book 85, Page 357, Office of the Meade County Court Clerk.

EXCEPTING THEREFROM THE FOLLOWING:

Situated along the northeasterly right-of-way of Kentucky Highway 1726 (A.K.A. Meador Road) being a part of the remaining part of a 140 acre tract as conveyed by deed to James E Meador and Genieve Meador in Deed Book 249, Page 146 of the Meade County, Kentucky Clerk's records and being more particularly described as follows:

Commencing for reference at a 5/8" iron pin found stamped M. Sibole, PLS 3869 in the northeasterly right-of-way of Kentucky Highway 1726 at the northwesterly most corner of Raymie L. Greenwell's 2.00 acre tract (D. B. 671, Pg. 476), thence generally along the northeasterly right-of-way of said Kentucky Highway 1726 N 36°36'34" W 886.02' to an iron pin set marking the True Point of Beginning for this tract herein described having a Kentucky Single Zone State Plane Coordinate of N 3'858663.4214 E 4784635.5831; Thence continuing with the northeasterly right-of-way of Kentucky Highway 1726 N 36°52'15" W 386.62' to an iron pin set; Thence by new division line through the grantor's lands N 56°30'47" E 291.39' to an iron pin set;

Thence S 36°55'24" E 377.52' to an iron pin set; Thence S 54°43'25" W 291.34' to the beginning containing 2.553 acres of land more or less.

Being the same property acquired by JAMES E. MEADOR (erroneously referred to as JAMES E. MEADOR) and GENIEVE MEADOR, his wife, and JANE NEWTON, and C.L. MEADOR, as to an undivided one-third interest each, in joint survivorship, by General Warranty Deed dated January 13, 1981, of record in Deed Book 173, Page 92, in the Office of the Clerk of Meade County, Kentucky; and being the same property conveyed by JANE NEWTON and ALTON NEWTON, her husband, and C. L. MEADOR, single, to JAMES E. MEADOR and GENIEVE MEADOR, his wife, in joint survivorship, by General Warranty Deed dated July 30, 1987, of record in Deed Book 249, Page 146, in the Office of the Clerk of Meade County, Kentucky; and the said JAMES E. MEADOR having died, intestate, on or about October 22, 2017, vesting title solely in GENIEVE MEADOR, his wife, by survivorship; and the said GENIEVE MEADOR having died, intestate, on or about April 25, 2019, vesting title in MICHAEL MEADOR, as to an undivided one-half interest, and JUDITH MORRISON, as to an undivided one-half interest, by Affidavit of Descent dated December 2, 2019, of record in Deed Book 682, Page 220, in the Office aforesaid.

(In the event of any inaccuracies or insufficiencies in the above legal description, Lessee may modify this Exhibit A to correct such inaccuracies or insufficiencies)

EXHIBIT A-1

Legal Description of the Timber Property

N/A

(In the event of any inaccuracies or insufficiencies in the above legal description, Lessee may modify this Exhibit A-1 to correct such inaccuracies or insufficiencies)

EXHIBIT B

Purchase and Sale of Control Property

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

LEASE AGREEMENT
(#KY-MEA1-127)

This Lease Agreement (this "Agreement") is made, dated and effective as of December 2, 2020 (the "Effective Date"), between **Michael G. Meador and Betty L. Meador, husband and wife** (collectively, "Owner"), and **Merino Solar LLC, a Delaware limited liability company** (together with its transferees, successors and assigns, "Lessee"), and in connection herewith, Owner and Lessee agree, covenant and contract as set forth in this Agreement. Owner and Lessee are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

Owner and Lessee entered into a solar lease agreement in the form of a letter agreement (the "Letter Agreement") dated July 6, 2017 (the "Letter Agreement Effective Date"). Owner and Lessee now wish to amend and restate the Letter Agreement on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Lease. Owner hereby leases to Lessee the real property of Owner consisting of approximately 66.0 acres located in Meade County, Kentucky, and legally described on Exhibit A attached hereto and incorporated herein by reference. Such lease ("Lease") includes the right to access and utilize all radiant energy emitted from the sun upon, over and across the real property ("Solar Energy"), and any easements, rights-of-way, and other rights and benefits relating or appurtenant to such real property (collectively, the "Property"). The Property includes the portion described in Exhibit A-1 attached hereto ("Timber Property"). In the event of inaccuracies or insufficiencies in the legal description in Exhibits A or A-1 Lessee may modify the Exhibits to correct the inaccuracies or insufficiencies, and shall notify Owner of such modification.

2. Purpose. Lessee shall have the exclusive right to use the Property and the unobstructed flow of Solar Energy upon, over and across the Property for electric power, heat and/or steam generation purposes ("Solar Energy Purposes") and to derive all profits therefrom. For purposes of this Agreement, Solar Energy Purposes include, without limitation, the right to convert the Solar Energy into electrical energy and to collect and transmit the electrical energy so converted, together with any and all activities related thereto, including, without limitation, (a) determining the feasibility of Solar Energy conversion and power generation on the Property, including studies of the Solar Energy emitted upon, over and across the Property (through the installation of Solar Energy measurement equipment or otherwise) and other meteorological, archeological and environmental studies, land surveys and due diligence activities; (b) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining, refurbishing and operating, Solar Energy collection and electrical generating equipment of all types including, without limitation, any such equipment utilizing photovoltaic and/or solar thermal technology (collectively referred to herein as "Solar Generating Equipment"), overhead and underground electrical transmission and communications lines, electric inverters, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with Solar Generating Equipment, roads and gates, meteorological stations and Solar Energy measurement equipment, control buildings, maintenance yards, and related facilities and equipment (the Solar Generating Equipment together with all of

the other foregoing facilities, equipment and improvements, collectively "Solar Facilities") on the Property; and (c) undertaking any other activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. Solar Facilities on the Property may be operated in conjunction with Solar Facilities installed on other nearby properties that are part of the same solar energy project (collectively, the "Project"). Lessee and its consultants may enter the Property, upon reasonable advance notice, to do work related to development of Solar Facilities. Subject to Owner's rights to use the Property in any manner consistent with Section 8.2, Lessee shall have the right to control and restrict access onto and over the Property and exclude others (other than any parties with preexisting easement rights) as it deems necessary or appropriate for safety and security reasons.

3. Term.

3.1 Term. The initial term of this Agreement ("Initial Term") commenced upon the Letter Agreement Effective Date and will continue until the later of (a) the 30th anniversary of the first day of the month following the month in which Solar Facilities in a Project commence operation by delivering commercial quantities of electricity to the electric utility grid (the "Commercial Operation Date"), or (b) 37 years after the Letter Agreement Effective Date. Lessee may elect to extend the Initial Term for one additional 10-year term commencing on the last day of the Initial Term, upon at least 90 days' notice to Owner. The Initial Term plus either or both of such additional 10-year terms are called the "Term." If the Start of Construction (as defined in Section 3.2) has not occurred prior to the seventh anniversary of the Letter Agreement Effective Date, Owner may terminate this Agreement by notice to Lessee within 60 days of such anniversary.

3.2 Project Sites. Within thirty (30) days after the date that any of the racking that will support Solar Generating Equipment is installed ("Start of Construction") in the Project, Lessee shall designate the portion of the Property on which Solar Facilities are being constructed as part of such Project (a "Project Site"). Lessee shall designate a new Project Site each time it constructs new Solar Facilities on the Property.

3.3 Delay in Use. Except as specifically provided in this Agreement, no delay of Lessee in the use or enjoyment of any leasehold, easement or other right in this Agreement will result in the loss or abandonment of any right, title interest or estate granted herein.

4. Payments.

4.1 Rent. [REDACTED]
[REDACTED]
[REDACTED]

(a) Initial Rent [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

(b) Operational Re

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

4.2 Inflation Adjustmen

[REDACTED]

4.3 Overhead Power Lines, Underground Collection Lines, Roads. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.4 Substation, Switchyard, etc. [REDACTED]

[REDACTED]

5. Ownership of Solar Facilities. Owner shall have no ownership or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Lessee may remove any or all Solar Facilities at any time. Except for payments of Rent described in Section 4, Owner shall not be entitled to any other payments or benefits accrued by or from the Solar Facilities, including renewable energy credits, environmental credits or investment or other tax credits.

6. Taxes.

6.1 Lessee and Own

[REDACTED]

6.2 Tax Bills. Lessee shall have the right, but not the obligation, to seek to have its leasehold estate separately assessed to Lessee for real estate ad valorem tax purposes as well as personal property tax purposes, and Owner and Lessee agree jointly to use commercially reasonable efforts to cause the County tax assessor to issue separate property tax bills to Owner and Lessee. It is a condition to Owner's right to payment or reimbursement hereunder that Owner submit Owner's real property tax bill to Lessee no later than 15 days prior to the due date for such taxes. If Owner fails to pay for its share of real property taxes, Lessee shall have the right to pay such amounts on Owner's behalf and to offset any amounts so paid by Lessee against all or any of the Rent payments next payable by Lessee under this Agreement.

6.3 Contest. Lessee may contest the assessed value of the Solar Facilities and the legal validity and amount of any such taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers reasonable or necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. Owner shall submit to Lessee a copy of all notices and other correspondence Owner receives from any taxing authorities regarding the assessed value of the Property and/or the Solar Facilities within 30 days after Owner receives same, but in no event later than 30 days prior to the date an objection to such assessment or taxes must be filed. Owner agrees to provide to Lessee all reasonable assistance in contesting the validity or amount of any such taxes, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, but at no out-of-pocket cost to Owner. In the event the taxing authorities provide a separate assessment and tax statement for the portion of the real property taxes levied against or allocated to the Solar Facilities, Lessee agrees to pay such real property taxes directly to the taxing authorities.

6.4 Indemnity – Real Property Taxes. OWNER AND LESSEE EACH AGREES TO INDEMNIFY AND HOLD EACH OTHER HARMLESS FROM ANY LIABILITY, COST OR EXPENSES, PAID BY IT OR FOR WHICH IT IS LIABLE, IF SUCH PARTY SHOULD FAIL TO PAY ITS PORTION OF REAL PROPERTY TAXES IN ACCORDANCE WITH THIS AGREEMENT.

7. Lessee's Representations, Warranties, and Covenants. Lessee hereby represents, warrants, and covenants to Owner that:

7.1 Siting. Lessee shall provide Owner with a survey of each Project Site, including the exact acreage thereof, within 90 days of the Commercial Operation Date of the Project. Owner hereby grants Lessee the right to record a notice of final description (“Notice of Final Description”) to reflect the boundaries of each Project Site, or at Lessee’s election to record or re-record one or more Memorandums of Lease in the county’s Real Property Records (as described in Section 13.9 below) and attach the legal description of each Project Site to the appropriate Memorandum of Lease. Lessee shall make all siting decisions as to Solar Facilities in its sole discretion. If Lessee builds Solar Facilities on part of the Property, then Lessee will make commercially reasonable efforts not to interfere with Owner’s agricultural activities on the rest of the Property, as set forth in Section 7.6.

7.2 Insurance. Lessee shall, at its expense, maintain liability insurance insuring Lessee and Owner against loss caused by Lessee’s use of the Property under this Agreement, or else Lessee shall self-insure and assume the risk of loss for general liability exposures that would have been covered by the policy, to the extent Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). The amount of such insurance shall be not less than \$1 million of combined single limit liability coverage before the Start of Construction and not less than \$5 million of combined single limit liability coverage after the Start of Construction. Under such policy, Owner will be named as an additional insured with respect to operations or activities of Lessee but only to the extent Owner is held liable for damage and injuries caused by such operation or activities for which Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). No coverage is provided for liability arising out of Owner’s own negligence or misconduct. Certificates of such insurance, or evidence of self-insurance reasonably acceptable to Owner, shall be provided to Owner upon request.

7.3 Mutual Indemnities.

(a) Lessee’s Indemnity. Lessee will indemnify, defend and hold harmless Owner and Owner’s shareholders, directors, successors, assigns, personal representatives, trustees, mortgagees, employees and agents (collectively, “Owner’s Indemnified Parties”) against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys’ fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by the operations or activities of Lessee or its employees, contractors or agents. The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and the like that may result from Owner’s loss of use of the Project Site or any other portion of the Property occupied by Solar Facilities. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Owner or any of Owner’s Indemnified Parties or any party other than Lessee or its employees, contractors or agents.

(b) Owner’s Indemnity. Owner will indemnify, defend and hold harmless Lessee and Lessee’s members, shareholders, directors, successors, assigns, affiliates, personal representatives, trustees, mortgagees, employees and agents (collectively, “Lessee’s Indemnified Parties”) against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys’ fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by (i) any negligent act

or failure to act by Owner, guest or invitee, or (ii) any breach of this Agreement by Owner. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Lessee or any of Lessee's Indemnified Parties or any party other than Owner or its employees, contractors or agents.

7.4 Requirements of Governmental Agencies. Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the construction and operation of the Solar Facilities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Property, Project Site or Solar Facilities of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall cooperate in every reasonable way in such contest, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, at no out-of-pocket expense to Owner. Any such contest or proceeding shall be controlled and directed by Lessee, but Lessee shall indemnify Owner from Lessee's failure to observe or comply with the contested law, ordinance, statute, order, regulation or property assessment.

7.5 Construction Liens. Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property in connection with Lessee's use of the Property. Lessee may contest any such lien and the legal validity and amount of any such lien; *provided, however*, that if Lessee elects to contest any such lien, Lessee shall, within 60 days after it receives notice of the filing of such lien, either bond around such lien or establish appropriate reserves therefor, or otherwise remove such lien from the Property pursuant to applicable law.

7.6 Lessee Non-Interference with Agricultural Activities. In the construction and operation of its Solar Facilities, Lessee will make commercially reasonable efforts not to interfere with Owner's agricultural activities on the rest of the Property. To facilitate communication, Lessee and Owner will each designate a single point of contact with the other Party.

(a) Construction and Siting. Lessee will consult with Owner (or, at Owner's request, with Owner's then-current tenant) prior to the Start of Construction to describe Lessee's plan and schedule for construction on the Property. As part of the consultation, Lessee will present a preliminary site map showing the Project Site and any new roads, overhead transmission lines, electric substation or switchyard, or operations and maintenance building proposed to be located on the Property outside of the Project Site pursuant to Section 8.6 or Section 10.1 (the "Related Facilities"), and solicit Owner's advice and input, before finalizing the site design. Lessee will also discuss with Owner the measures Lessee will take during construction to minimize conflicts between Lessee's construction activities and Owner's ongoing agricultural operations.

(b) Soil Restoration; Compaction; Weed Control. Outside of the Project Site, Lessee shall use commercially reasonable efforts to minimize any damage to and disturbance of growing crops and crop land caused by its construction activities and will work with Owner to minimize areas of potential soil compaction. Lessee shall not remove topsoil from the Property,

and shall replace removed topsoil to the location from which it was removed to the extent practicable, or such other location on the Property as may be reasonably requested by Owner. Upon completion of construction on the Property, Lessee will restore the soil surface on any portion of the Property disturbed by Lessee that is outside of the Project Site or the boundaries of any Related Facilities. In addition, if such disturbed area was in pasture prior to construction, Lessee will re-plant native or similar grass seed on such portion of the Property. If Lessee causes compaction of any previously cultivated part of the Property located outside of the Project Site or the boundaries of any Related Facilities, Lessee will “rip” such portion of the Property in at least three passes to a depth of at least 18 inches. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to control weeds within the Project Site, the portions of the Property where Related Facilities have been installed, and in areas disturbed by Lessee’s construction on the Property. Owner may spray to control weeds up to the edge of the Project Site.

(c) Underground Lines and Drainage Tiles. During construction on the Property, Lessee will promptly repair any damage to underground drainage tiles or waterways caused by the construction activities of Lessee, and such repairs will be done by a qualified professional. Lessee shall have a continuing obligation to effect repairs to drainage tiles for any damage provided that such damage is related to the construction activities of Lessee. Once Owner has provided Lessee with written acceptance of the drainage repairs, Lessee shall be relieved of any obligation to effect further repairs unless Lessee causes new damage to drainage tiles or waterways.

(d) Crop Damage. [REDACTED]

(e) Gates and Fences. If Owner’s Property is fenced, all of Lessee’s newly constructed access roads located on the Property shall be gated by Lessee at Lessee’s expense, and Owner shall be furnished with keys or other ability to open and close such exterior gates. Lessee shall maintain such gates as part of the Solar Facilities. When installing a gate within Owner’s existing fence, Lessee will make such fence cuts, braces, and repairs that will be permanent and remain functional for the remaining life of the fence of which they are part; alternatively, Owner may require Lessee to install a cattle guard in lieu of any internal gate. When accessing the Property, Lessee will close gates used by its personnel except when open to permit the passage of

vehicular traffic, so that Owner's or Owner's tenant's livestock do not stray or escape through such gates. Additionally, Owner authorizes Lessee, at Lessee's sole expense, to take reasonable safety and security measures to reduce the risk of damage to Solar Facilities or the risk that Solar Facilities will cause damage, injury or death to people, livestock, other animals and property, including fencing around the Project Site and the perimeter of any electric substation or switchyard, operations or maintenance building, or (during periods of construction) laydown area located outside of the Project Site, as Lessee may deem necessary or appropriate to secure or enclose the same.

(f) Roads. To minimize erosion caused by Lessee's construction of roads on the Property and facilitate natural drainage, Lessee will seek Owner's advice on the design and location of such roads. Lessee will incorporate Owner's advice into the final road design to the extent such advice does not substantially increase construction costs over a design based on good engineering practice, as determined by Lessee in its reasonable judgment. During construction, Lessee will keep Owner's existing site roads used by Lessee in good repair. After the Commercial Operation Date, Lessee will maintain roads used by Lessee on the Property outside of the Project Site to the extent necessary for Lessee's continued use, as reasonably determined by Lessee, and will use commercially reasonable efforts to minimize erosion caused by Lessee's road use. The crown of new roads located in any previously cultivated portion of the Property will be kept to a minimum. Lessee will ensure there is an adequate crossing point for agricultural vehicles over any new roads. New roads used during construction but not required for operations will be reclaimed. If the installation of Solar Facilities re-routes the natural drainage, causing drainage problems on the Property, Lessee will use commercially reasonable efforts to correct such problems.

(g) Resources. Lessee may use caliche, gravel and water from the Property, so long as Lessee pays Owner the then current market price, excluding cost of transportation.

(h) Animals. Lessee's employees shall not bring animals onto the Property at any time.

(i) Keeping the Property Clean. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to keep the Property neat and clean (free from debris and waste), and shall remove all refuse, litter and debris created by Lessee and its invitees, licensees, agents and contractors from the Property.

(j) Livestock. Lessee will use commercially reasonable efforts to minimize any interference with Owner's livestock operation.

(k) Timber Property. If Lessee builds Solar Facilities on the Property, Lessee may clear timber from the Timber Property as needed for construction and operation of the Solar Facilities. Lessee will give Owner sixty (60) days' written notice before clearing timber from the Property, following which Lessee will clear the timber and set it aside on the Property. Owner will be responsible for the prompt removal of the cut timber within 45 days after the timber has been cut, and if timely removed, Owner shall retain its full value.

7.7 Hazardous Materials. Lessee shall not violate, and shall indemnify Owner against any liability and expense arising from violation by Lessee of, any federal, state, or local

law, ordinance, or regulation promulgated thereunder (“Environmental Laws”) relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials in, on or under the Property. This provision shall survive termination of this Agreement. For purposes of this Agreement, “Hazardous Materials” means any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property.

7.8 Noise, Glare and Shadow. Lessee shall have the right in connection with the construction, use and operation of Solar Facilities to emit or cause the emission of noise, to impact Owner’s views of and from the Property, and to allow or permit the Solar Facilities to cast shadows and to create, cause and emit glare or shadow onto the Property and adjacent properties, and similar field effects. OWNER, FOR ITSELF AND ON BEHALF OF ITS SUCCESSORS AND ASSIGNS, HEREBY ACCEPTS SUCH EFFECTS, WAIVES ANY RIGHT TO OBJECT TO SUCH EFFECTS AND RELEASES LESSEE FROM ANY CLAIMS, DAMAGES, LIABILITIES OR LOSSES OWNER MAY INCUR THEREFROM.

8. Owner’s Representations, Warranties, and Covenants. Owner hereby represents, warrants, and covenants as follows:

8.1 Owner’s Authority. Owner is the sole owner of the Property and holds fee simple title to the surface estate of the Property. Owner has the unrestricted right and authority and has taken all necessary action to authorize Owner to execute this Agreement and to grant to Lessee the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so and all persons having any ownership interest in the Property (including spouses) are signing this Agreement. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner and the Property in accordance with its terms. Without limiting the foregoing, if a title search shows that the holders of fee simple title to the Property are different from the persons who signed this Agreement as Owner, the persons who signed this Agreement as Owner shall immediately cause all of the holders of fee simple title to the Property to execute an amendment to this Agreement pursuant to which all of such holders of fee simple title to the Property agree to and ratify this Agreement, all at no cost to Lessee.

8.2 Restrictive Covenant - No Interference. Lessee shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement. Owner’s activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance, or operation of Solar Facilities, whether located on the Property or elsewhere; access over the Property to such Solar Facilities; Lessee’s rights granted hereunder to use the Property for any other Solar Energy Purposes; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, (a) the activities of Owner shall not disturb or interfere with the unobstructed flow of Solar Energy upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing permanent or temporary buildings, barns, silos or other structures or facilities (collectively, “Owner’s Structures”) closer than five (5) times the height of any such Owner’s Structure from any Solar Generating Equipment of Lessee, whether located on the Property or elsewhere, and (b) Owner shall not engage in any other activity on the Property or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Solar

Facilities. The area of land to remain unobstructed by Owner will consist horizontally of the entire Property, and vertically all space located above the surface of the Property. If Lessee builds Solar Facilities on only a portion of the Property, Owner may use the rest of the Property in any manner that complies with the foregoing. In addition, Owner represents that it is not aware of any pending or threatened lawsuits or government actions that might interfere with the construction or operation of Solar Facilities on the Property, or any delinquent taxes affecting the Property.

8.3 Water Rights. Owner shall retain its water rights and the ability to physically remove and contractually sell the water from existing wells on the site, provided that (a) Owner's exercise of its water rights shall not interfere with the construction, installation, maintenance, or operation of Solar Facilities, or access over the Property to such Solar Facilities, or Lessee's rights hereunder to use the Property for any other Solar Energy Purposes; and (b) Lessee shall be entitled to consume water from the Property for both onsite and offsite Solar Energy Purposes if it pays Owner then-current market rates (excluding cost of transportation) or purchases water directly from the local water authority.

8.4 Liens and Tenants. Except as disclosed by Owner in writing to Lessee on or prior to the Effective Date, Owner represents that there are no liens, encumbrances, leases, easements, mortgages, deeds of trust, security interests, mineral or gas and gas rights, options, sale contracts, claims, disputes or other exceptions to Owner's fee title ownership of the Property or to Owner's right, title or interest in the Property (collectively, "Liens"), which are not recorded in the public records of the County in which the Property is located. Lienholders (including tenants), whether or not their Liens are recorded, shall be Owner's responsibility, and Owner shall fully cooperate and assist Lessee in obtaining a non-disturbance agreement from each party that holds a Lien that Lessee determines in its discretion might interfere with Lessee's rights under this Agreement. A non-disturbance agreement is an agreement between Lessee and a lienholder which provides that the lienholder shall not disturb Lessee's possession or rights under this Agreement or terminate this Agreement so long as Owner is not entitled to terminate this Agreement under the provisions hereof. If Owner is unable to obtain any such non-disturbance agreement from a lienholder that holds a mortgage, deed of trust, tax lien or other Lien that is senior to this Agreement (if any), Lessee shall be entitled (but not obligated) to make payments in fulfillment of Owner's obligations to the lienholder and may offset the amount of such payments from amounts due Owner under this Agreement. Owner represents that Owner is not aware of any delinquent taxes affecting the Property.

8.5 Requirements of Governmental Agencies. Owner shall assist and fully cooperate with Lessee, at no out-of-pocket expense to Owner, in complying with or obtaining any land use or siting permits and approvals, property tax abatements, building permits, environmental impact reviews, or any other approvals required for the financing, construction, installation, monitoring, replacement, relocation, maintenance, operation or removal of Solar Facilities (whether located on the Property or elsewhere), including execution of applications for such approvals if required. In connection with any applications for such approvals, Owner agrees at Lessee's request to support such application (at no out-of-pocket expense to Owner) at any administrative, judicial or legislative level, including participating in any appeals or regulatory proceedings. If Owner is contacted directly by any governmental agency about this Agreement, any Solar Facilities or the Property, Owner shall notify Lessee. To the extent permitted by law, Owner hereby waives any setbacks or other restrictions on the location of any Solar Facilities to

be installed on the Property or on adjacent properties, including but not limited to waiver of all property line setbacks, pursuant to state or county rules, regulations or ordinances (that is, Owner approves a reduction of each such setback to zero), and Owner shall cooperate with Lessee in providing documentation of such setback waivers and shall execute any documents reasonably requested by Lessee to evidence Owner's waiver of such setbacks.

8.6 Access. Owner hereby grants to Lessee the right of ingress to and egress from Solar Facilities (whether located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time ("Access Easement"). The Access Easement shall include the right to improve existing roads and lanes, shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Access Easement shall expire upon termination or expiration of this Agreement.

8.7 Construction Easement. Owner grants Lessee an easement in, over and across the Property ("Construction Easement") which may be utilized on a temporary basis for access, construction laydown or other purposes to facilitate the construction, maintenance or repair of Solar Facilities (whether located on the Property or nearby properties) during any time that Lessee is conducting such work. Lessee shall have the right, at its sole expense, to (a) remove any existing trees, shrubs, vegetation, structures or improvements located on a Project Site or the site of Related Facilities that might interfere with construction or operation of Solar Facilities; and (b) change the grade of any part of the Property used as a Project Site, to the extent necessary to construct Solar Facilities, as determined by Lessee. Lessee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying outside of the Project Site during construction. Lessee will comply with Section 7.6 with respect to damage caused by Lessee's use of the Construction Easement. The Construction Easement shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Construction Easement shall expire upon the termination or expiration of this Agreement.

8.8 Mineral Development. This Agreement is subject to any and all existing mineral reservations and mineral leases granted by Owner or its predecessors-in-interest, which cover some or all of the Property as of the Effective Date. In order to permit the simultaneous use of the Property for Solar Energy Purposes and mineral resource development, Owner and Lessee agree to work cooperatively together to ensure that Owner can benefit from the exploitation of the mineral resources on or under the Property and Lessee can undertake development of Solar Energy projects with reasonable certainty that the exploitation of the mineral resources will not interfere with or adversely affect the Solar Energy projects or unobstructed access to sunlight on the Property. Thus, prior to the issuance of any new mineral lease or to a sale or exchange of minerals under the Property during the Term, Owner will advise and consult with Lessee regarding each such proposed transaction and include in any new lease or sale or exchange documentation, as applicable, a requirement that the buyer, lessee or other party to the minerals transaction waive and release during the Term, any and all rights to enter upon, utilize or disturb the surface area of the Property for any reason whatsoever, including, without limitation, the exploration, drilling or mining of such oil, gas or other minerals; *provided, however*, that foregoing waiver and release shall not preclude the exploration, mining, development, extraction and production of oil, gas,

sulphur or other minerals from or under the Property (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) by means of directional or horizontal drilling or utilized or pooled operations with the well and all surface equipment located off the Property, without, in either case, any well bore or mine shaft penetrating any depth beneath the Property above the subsurface depth of five hundred feet (500') feet nor shall such well bore or mine shaft impair the subjacent support of the Property or of any improvements now or hereafter situated on the Property. In addition, upon written request from Lessee, Owner shall (i) cooperate with Lessee in requesting a separate nondisturbance agreement from any existing mineral interest lessee or owner on terms reasonably acceptable to Lessee, and (ii) enforce any rights Owner may have against any such mineral interest lessee or owner in order to provide reasonable accommodation for Lessee to exercise its rights under this Agreement.

8.9 Hazardous Materials.

(a) Owner shall not violate, and shall indemnify Lessee against any such violation of, any Environmental Laws in, on or under the Property. Owner shall promptly notify Lessee of any such violation. This provision shall survive expiration or termination of this Agreement.

(b) To the best of Owner's knowledge, the Property, including, but not limited to, all improvements, facilities, structures and equipment thereon, and the soil and groundwater thereunder, is not in material violation of any Environmental Laws. No release or threatened release of any Hazardous Material has occurred, or is occurring, at, on, under, from or to the Property, and no Hazardous Material is present in, on, under or about, or migrating to or from the Property that could give rise to a claim under Environmental Laws. Neither Owner nor, to the best of Owner's knowledge, any third party has used, generated, manufactured, produced, stored or disposed of on, under or about the Property, or transported to or from the Property any Hazardous Materials in violation of Environmental Laws or in such a manner as to require investigation or remediation of such Hazardous Materials. To Owner's knowledge, there are no storage or other tanks or containers, or wells or other improvements, below the surface of the Property, nor have any storage or other tanks or containers, or wells or other improvements ever previously been located below the surface of the Property. Owner shall be responsible for and/or shall indemnify Lessee for any liability arising out of a violation of any Environmental Laws in, on or under the Property that may exist (whether known or unknown) as of the Effective Date.

8.10 Non-exclusive Grant of Rights. Owner hereby grants Lessee a non-exclusive right, privilege, license and easement covering all of the following:

(a) Any and all easements, rights-of-way, rights of entry, hereditaments, privileges and appurtenances benefiting, belonging to or inuring to the benefit of Owner and pertaining to the Property.

(b) Any and all right, title and interest of Owner in and to any land in the bed of any street, road, avenue or alley (open, proposed or closed) in front of or adjoining the Property and any and all right, title and interest of Owner, in and to any rights-of-way, rights of ingress or egress, or other interests in, on, or to any land, highway, street, road, avenue or alley (open, proposed or closed) in, on, or across, in front of, abutting, or adjoining the Property.

(c) Any and all right, title and interest of Owner, in and to any strips or gores of land adjacent or contiguous to the Property, whether those lands are owned or claimed by deed, limitations, or otherwise.

8.11 Hunting. For safety reasons, hunting is prohibited on the Property after the Start of Construction.

9. Assignment.

9.1 Assignments by Lessee. Lessee and any Assignee (as hereinafter defined) shall have the right, without obtaining the consent of Owner, to do any of the following with respect to all or any portion of its right, title and/or interest in and to this Agreement, the Lease, the Property, any Project Site and/or any Solar Facilities: (a) grant subleases, separate easements, co-easements, subeasements, licenses or similar rights (however denominated) to one or more Assignees, (b) collaterally assign, mortgage, encumber, pledge or transfer all or any portion of its right, title or interest therein to one or more parties providing financing to Lessee, and/or (c) sell, lease, assign, transfer or otherwise convey all or any portion of its right, title or interest therein to one or more Assignees. Lessee or an Assignee that has assigned an interest hereunder will give notice of such assignment (including the address of the assignee thereof for notice purposes) to Owner, *provided* that failure to give such notice shall not constitute a default under this Agreement but rather shall only have the effect of not binding Owner with respect to such assignment until such notice shall have been given. For purposes of this paragraph, an "Assignee" is any of the following: (i) any one or more parties involved in the development, financing or refinancing of any Solar Facilities, including, without limitation, any lender to or investor in, or purchaser or lessee of, Solar Facilities; (ii) any one or more parties involved in financing or refinancing the development of any Solar Facilities, or any purchaser or owner of Solar Facilities; (iii) a corporation, partnership or limited liability company now existing or hereafter organized (including Lessee) in which Lessee or any of its owners, or any affiliate or partner of either, owns (directly or indirectly) a controlling interest at the time of assignment; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation, partnership or limited liability company; or (v) a corporation, partnership, limited liability company, or other entity that acquires all or substantially all of Lessee's business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means.

9.2 Assignee Obligations. No Assignee shall have any obligation or liability under this Agreement prior to the time that such Assignee takes actual physical possession of the Property. An Assignee shall be liable to perform obligations under this Agreement only for and during the period such Assignee is in possession of the Property. Any assignment permitted hereunder shall release the assignor from assigned liabilities of Lessee under this Agreement when the Assignee agrees in writing to perform the assigned obligations, if such Assignee either (a) is at least as creditworthy as the assignor at the time of the assignment, or (b) owns or holds, or will own or hold, a majority or controlling interest, directly or indirectly, in any Solar Facilities including Solar Generating Equipment located on the Property.

9.3 Right to Cure Defaults. To prevent termination of this Agreement or any partial interest therein, Lessee (or any Assignee) shall have the right, but not the obligation, at any time prior to the termination, to pay any or all amounts due hereunder, and to do any other act or

thing required of any Assignee or Lessee hereunder or necessary to prevent the termination of this Agreement or any partial interest therein. A default of the holder of a partial interest in this Agreement will not be considered a default by the holder of any other partial interest in this Agreement, and the non-defaulting holder's partial interest shall not be disturbed. If Lessee or an Assignee holds an interest in less than all of this Agreement, the Property or the Solar Facilities, any default under this Agreement shall be deemed remedied, as to Lessee's or such Assignee's partial interest, and Owner shall not disturb such partial interest, if Lessee or the Assignee, as the case may be, shall have cured its *pro rata* portion of the default by paying the fees attributable to the Solar Facilities or the Project Site in which Lessee or the Assignee, as the case may be, holds an interest.

9.4 Separability. Lessee may use the Property in connection with one or more Project Sites of associated Solar Facilities constructed, installed and/or operated on the Property and/or on other lands in the general vicinity of the Property by or on behalf of Lessee or an affiliate or Assignee(s) thereof as an integrated energy generating and delivery system. If Lessee elects to use the Property for two or more Project Sites, then Owner shall, within 20 days after request from Lessee, and without demanding any additional consideration, bifurcate this Agreement and the Lease by entering into and delivering to Lessee two or more independent new lease agreements (which shall supersede and replace this Agreement) that provide Lessee with separate leasehold estates in different portions of the Property, as designated by Lessee. Each such new lease agreement shall: (a) specify the portion(s) of the Property to be covered thereby, (b) contain the same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Lessee or any other person or entity prior to the execution of such new agreements, and except for any modifications that may be required to ensure that each Party's combined obligations under such new agreements do not exceed such Party's obligations under this Agreement) and be in a form reasonably acceptable to Lessee; (c) be for a term equal to the remaining Term of this Agreement; (d) contain a grant of access, transmission, communications and other easements for the benefit of each of the bifurcated estates, covering such portion or portions of the Property outside of the benefited estate in each case as Lessee may designate; (e) require payment to Owner of only an acreage-proportionate part of each payment due under Section 4 (which under all such new agreements shall in the aggregate equal the amounts that are due under Section 4); (f) provide for payments thereafter due under Section 4 and elsewhere to be paid with respect to the Solar Facilities actually installed under such new lease for the portion of the Property subject to such lease; and (g) enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Property. Further, notwithstanding any other provision of this Agreement, (i) in the event of any uncured default under any such new lease agreement, such event of default shall not affect, or cause a termination of, any other such new lease agreement or any rights or interests granted under any other such new lease agreement and (ii) in the event of a termination of any such new lease agreement, the remaining new lease agreements and all rights granted therein, including all easements affecting any portions of the Property (regardless of whether such portions of the Property are part of or outside the benefited estate), shall remain in full force and effect without any further compensation due Owner.

9.5 Transfers by Owner. Owner shall have full right and authority to sell, convey, mortgage, or transfer to one or more transferees, all of Owner's right, title and interest in and to the Property, but any such sale or other transfer shall be subject to the Construction Easement, the Transmission Easement, the Access Easement and this Agreement.

10. Transmission.

10.1 Grant of Transmission Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner, Owner hereby grants to Lessee an exclusive easement ("Transmission Easement") in, on, along, over, above, across and under the Property for the right to erect, construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time in connection with Solar Energy Purposes, whether carried out on the Property or elsewhere: (a) a line or lines of poles or towers, together with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said poles, towers, wires and cables on, along and in the Property, including beneath the bed of any road located on the Property; and (b) one or more electric inverters, substations or interconnection or switching facilities from which Lessee or others that generate energy may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, together with the appropriate rights-of-way, on, along and in the Property. Said poles, towers, wires, cables, substations, facilities and rights-of-way are herein collectively called the "Transmission Facilities."

10.2 Access. The Transmission Easement also includes the right of ingress to and egress from the Transmission Facilities (whether located on the Property or elsewhere), over and along the Property by means of roads and lanes thereon if existing or otherwise by such route or routes as Lessee may construct from time to time.

10.3 Assignment in Connection with Transmission Lines [REDACTED]

[REDACTED]

10.4 Term; Assignment. The term of the Transmission Easement shall expire upon expiration or termination of this Agreement, except that if Lessee grants a utility or other duly authorized entity any rights pursuant to Section 10.3, then the term of the Transmission Easement shall be perpetual. Lessee (and any Assignee) shall have the right, without need for Owner's consent, to assign or convey all or any portion of the Transmission Easement to an

Assignee on an exclusive or nonexclusive basis. The Transmission Easement shall run with the Property and inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

11. Mortgagee Protection. [REDACTED]

11.1 Leasehold Mortgagee's Right to Possession, Right to Acquire and Right to Assign. [REDACTED]

11.2 Notice of Default: Opportunity to Cure [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11.3 New Lease or Easement to Mortgagee. If this Agreement or a partial interest herein terminates because of Lessee's default or if any leasehold and/or easement estate is foreclosed, or if this Agreement or a partial interest herein is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Owner shall, upon written request from any Leasehold Mortgagee within 90 days after such event, enter into a new agreement ("New Lease") for the Property or portion thereof, on the following terms and conditions:

(a) The terms of the New Lease shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the term of this

Agreement, subject to the same terms and conditions set forth in this Agreement as are applicable to such interest, as if this Agreement had not been terminated.

(b) The New Lease shall be executed within 30 days after receipt by Owner of written notice of the Leasehold Mortgagee's election to enter into a New Lease, provided such Leasehold Mortgagee: (i) pays to Owner all rent and other monetary charges payable by Lessee under the terms of this Agreement up to the date of execution of the New Lease, as if this Agreement or applicable interest therein had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Lessee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Leasehold Mortgagee within 120 days of the termination, foreclosure, rejection, or disaffirmance; and (iii) agrees in writing to perform, or cause to be performed within a reasonable period of time, all non-monetary obligations which have not been performed by Lessee and which should have been performed under this Agreement or the partial interest therein up to the date of commencement of the New Lease, except those obligations which constitute non-monetary defaults not susceptible to cure. Any New Lease granted to the Leasehold Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrances or other interest created by Owner.

(c) At the option of the Leasehold Mortgagee, the New Lease may be executed by a third party designated by such Leasehold Mortgagee, without the Leasehold Mortgagee assuming the burdens and obligations of Lessee thereunder.

(d) The provisions of this Section 11.3 shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 11.3 were a separate and independent contract made by Owner, Lessee and such Leasehold Mortgagee, and, from the date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such New Lease, such Leasehold Mortgagee may use and enjoy said Property without hindrance by Owner or any person claiming by, through or under Owner, provided that all of the conditions for a New Lease as set forth herein are complied with.

11.4 Leasehold Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as there exists a Leasehold Mortgage, this Agreement shall not be modified or amended with respect to the interest in this Agreement encumbered by such Leasehold Mortgage and Owner shall not accept a surrender of the Property or any part thereof or a cancellation, termination or release of this Agreement from Lessee prior to expiration of the term without the prior written consent of any Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by such Leasehold Mortgagee.

11.5 Estoppel Certificates, Etc. Owner shall execute such (a) estoppel certificates (certifying as to such matters as Lessee may reasonably request, including, without limitation, that no default then exists under this Agreement, if such be the case); (b) consents to assignment, (c) non-disturbance agreements (respecting other property as to which Owner or its affiliates may have lease, use or other rights), and (d) documents reasonably required by a title insurance company, in each case as Lessee or any Assignee may reasonably request from time to time. Owner shall cooperate in amending this Agreement from time to time to include any

provision that may be reasonably requested by Lessee or any Assignee for the purpose of implementing the terms and conditions contained in this Agreement or of preserving a Leasehold Mortgagee's security interest, at no out-of-pocket cost to Owner. Notwithstanding any provision of this Agreement, the Parties agree that this Agreement shall not be modified or amended prior to expiration of the Term in a manner which would materially and adversely affect any Assignee without such Assignee's prior written consent. The previous sentence is for the express benefit of, and shall be enforceable by, each Assignee.

12. Default and Termination.

12.1 Lessee's Right to Terminate

[REDACTED]

12.2 Owner's Right to Terminate

[REDACTED]

12.3 Effect of Termination

[REDACTED]

12.4 Security for Removal

[REDACTED]

[REDACTED]

13. Miscellaneous.

13.1 Force Majeure. If performance of this Agreement or of any obligation hereunder is prevented, or materially hindered by reason of an event of Force Majeure (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention or material hindrance. The affected Party shall use reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, flood, drought, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; strikes or labor disputes; war, civil strife, sabotage, vandalism, or other violence; any law, order, proclamation, regulation, ordinance, action, demand, approval, delay, moratorium, permit or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of the Party claiming Force Majeure.

13.2 Confidentiality. Owner shall maintain in the strictest confidence, for the sole benefit of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee or discovered by Owner, unless such information either (a) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents, or (b) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity, or (c) is required to be disclosed by a court or

governmental agency; *provided however*, that Owner may disclose the financial terms of this Agreement to Owner's family members; consultants, accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; prospective buyers of the Property; or lenders that may have a mortgage on the Property. Lessee shall maintain in confidence, and shall not publish or otherwise disclose, information pertaining to the financial terms of this Agreement except as necessary in connection with Lessee's development, construction, operations or financing activities or in connection with any assignment. The provisions of this Section 13.2 shall survive the termination or expiration of this Agreement.

13.3 Successors and Assigns. This Agreement and any right, title or interest hereunder shall inure to the benefit of and be binding upon Owner and Lessee and, to the extent provided in any assignment or other transfer under Section 9, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Lessee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in this Agreement as to all or a portion of the Property and actually are exercising rights under this Agreement to the extent consistent with such interest. The Parties agree and intend that the provisions of this Agreement shall be covenants running with the land and that they touch and concern the land because they determine how the Parties will use the Property and its resources, including payment for those resources and use of the Property. The Parties further agree and intend that any conveyance, assignment, sale or other transfer of all or a portion of either Party's rights or interests covered by and permitted under this Agreement shall include and be subject thereto because the provisions of this Agreement are covenants that run with the land. As covenants running with the land, the Parties intend that should either no longer share privity of estate with the other, its rights and obligations in this Agreement pass to the person or entity that shares privity of estate and assumes the role of Owner or Lessee. As a result, any Party who ceases to have privity of estate under this Agreement shall bear no liability or any obligation for the terms hereunder after the date on which privity ends. The privity of contract between the current Parties shall not change this result because the Parties do not intend the use of identifiers like Owner or Lessee to bind those specific Parties upon any transfer, conveyance, assignment, sale or other transfer covered by and permitted under this Agreement.

13.4 Notices. All notices, requests and other communications required or permitted by this Agreement shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, certified, and addressed as follows:

If to Owner:

Michael G. and Betty L. Meador
990 Dooley Rd.
Guston, KY 40142

Telephone: (270) 668-5866

Email:

If to any Assignee:

If to Lessee:

Merino Solar LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attn: General Counsel

At the address indicated in the notice to Owner provided under Section 9.1.

Payments to Owner shall be mailed to Owner's address above and made out to Owner, unless Owner directs Lessee otherwise in writing. For the purpose of notices to be given by Owner, Owner designates the person to whom notices are given hereunder as its primary contact, and Lessee shall be entitled to rely on any notices given by such individual in writing as if given in writing by all of the persons or entities constituting Owner. Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph. Any notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such notice is only mailed by certified mail, in which case it shall be deemed to be received five business days after the date it is mailed.

13.5 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Owner and Lessee respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

13.6 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state or federal courts located in Louisville, Kentucky. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the Court. In no event shall either Party be liable under this Agreement for consequential, punitive, special, incidental or indirect damages.**

13.7 Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the Term of this Agreement, the Construction Easement, the Transmission Easement or the Access Easement be longer than, respectively, the longest period permitted by applicable law.

13.8 No Partnership. Neither the provisions of this Agreement, nor the provisions of any other agreements referenced herein, nor any acts of the Parties, nor any other circumstances shall be deemed to create a partnership or joint venture between the Parties with respect to the Property or the Solar Facilities for any purposes whatsoever. Each Party shall, in connection with this Agreement, the Property, or the Solar Facilities, take reasonable steps in dealing with third parties to negate any inference that such partnership or joint venture exists.

13.9 Memorandum. Neither Owner nor Lessee shall record this Agreement in its entirety. The Parties agree that a Memorandum of Lease shall be recorded in the real property records of the County where the Property is located (“Real Property Records”) at Lessee’s expense, in a form reasonably acceptable to both Parties, which form shall not contain any of the financial provisions hereof. In the event of any inaccuracy in Exhibit A, Lessee may correct such inaccuracy in order to accomplish the intent of Lessee and Owner.

13.10 Tax and Renewable Energy Credits. If under applicable law, the holder of a lease becomes ineligible for any tax credit, renewable energy credit, environmental credit or any other benefit or incentive for renewable or low carbon energy established by any local, state or federal government, then, at Lessee’s option, Owner and Lessee shall exercise good faith and negotiate an amendment to this Agreement or replace it with a different instrument so as to convert Lessee’s interest in the Property to a substantially similar interest that makes Lessee eligible for such credit, benefit or incentive.

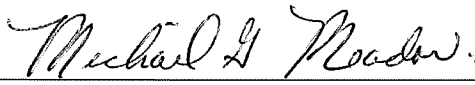
13.11 Further Assurances. From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments, documents and actions specifically provided for herein, as such other Party may reasonably request in order to effectuate the provisions of this Agreement, consummate the transactions contemplated herein, or confirm or perfect any right, restriction or interest to be created or transferred hereunder or pursuant to these transactions.

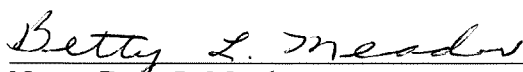
13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[Signatures to follow on next page.]

IN WITNESS WHEREOF, Owner and Lessee, individually or through duly authorized representatives, hereby execute this Agreement and certify that they have read, understand and agree to the terms and conditions of this Agreement.

“Owner”


Name: Michael G. Meador


Name: Betty L. Meador

[Signatures continued on following page.]

“Lessee”

**Merino Solar LLC,
a Delaware limited liability company**

By:  _____

Name: Michael Haas _____

Title: President _____

EXHIBIT A

Legal Description of the Property

ALL THAT CERTAIN real estate lying and being situated in Meade County, Kentucky, being more particularly bounded and described as follows:

Real Property Tax Parcel No. 096-00-00-039 (66 acres)

Parcel I: Beginning at a stone corner in A. Knott's line and corner to L. J. Meador's line, thence with his line South $59 \frac{1}{4}$ West $95 \frac{1}{2}$ poles to a stone corner to L. J. Meador at the old Elizabethtown and Concordia Road, thence with the road North $41 \frac{1}{4}$ West $52\text{-}4/5$ poles to a stone corner to Hall, thence with Hall's line North 58 East 112 poles to a stone, A. Knott's corner, thence with Knott's line South 23 East $52 \frac{1}{2}$ poles to the beginning and containing Thirty Three and seven tenths ($33\text{-}7/10$) of land, more or less.

Parcel II: Beginning at a stone corner to James Meador on Old Road, thence with the road North $30 \frac{3}{4}$ West $15 \frac{1}{6}$ poles to a stone corner to Charles Mattingly, thence with his line North $54 \frac{3}{4}$ East 63 poles to a stone, thence North $29 \frac{1}{2}$ West $61 \frac{1}{3}$ poles to a stone corner to Mattingly, Basham and J. W. McCoy, thence with J. W. McCoy's line North 50 East 54 poles to a stone McCoy's line, thence South $29 \frac{1}{2}$ East 89 poles to a stone corner to James Meador, thence with his line South 58 West 113 poles to the beginning and containing $33 \frac{48}{100}$ acres of land more or less.

Being the same property acquired by MICHAEL G. MEADOR and BETTY L. MEADOR, his wife, by General Warranty Deed dated January 26, 1980, of record in Deed Book 164, Page 202, in the Office of the Clerk of Meade County,

(In the event of any inaccuracies or insufficiencies in the above legal description, Lessee may modify this Exhibit A to correct such inaccuracies or insufficiencies)

EXHIBIT A-1

Legal Description of the Timber Property

N/A

(In the event of any inaccuracies or insufficiencies in the above legal description, Lessee may modify this Exhibit A-1 to correct such inaccuracies or insufficiencies)

EXHIBIT B

Purchase and Sale of Control Property

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

LEASE AGREEMENT
(#KY-MEA1-130)

This Lease Agreement (this "Agreement") is made, dated and effective as of May 6, 2020 (the "Effective Date"), between **Joseph H. Millay, Jr., as Trustee of The Joseph H. Millay, Jr. Trust dated February 13, 2017, and Kimberly L. Millay, as Trustee of the Kimberly L. Millay Trust dated February 13, 2017** (collectively, "Owner"), and **OSER LLC, a Delaware limited liability company** (together with its transferees, successors and assigns, "Lessee"), and in connection herewith, Owner and Lessee agree, covenant and contract as set forth in this Agreement. Owner and Lessee are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

Owner and Lessee entered into a solar lease agreement in the form of a letter agreement (the "Letter Agreement") dated July 7, 2017 (the "Letter Agreement Effective Date"). Owner and Lessee now wish to amend and restate the Letter Agreement on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Lease. Owner hereby leases to Lessee the real property of Owner consisting of approximately 90.96 acres (which includes 2.12 acres identified as an Excluded Area [defined in Section 4.5 below]) located in Meade County, Kentucky, and legally described on Exhibit A attached hereto and incorporated herein by reference. Such lease ("Lease") includes the right to access and utilize all radiant energy emitted from the sun upon, over and across the real property ("Solar Energy"), and any easements, rights-of-way, and other rights and benefits relating or appurtenant to such real property (collectively, the "Property"). In the event of inaccuracies or insufficiencies in the legal description in Exhibit A Lessee may modify the Exhibit to correct the inaccuracies or insufficiencies, and shall notify Owner of such modification.

2. Purpose. Lessee shall have the exclusive right to use the Property and the unobstructed flow of Solar Energy upon, over and across the Property for electric power, heat and/or steam generation purposes ("Solar Energy Purposes") and to derive all profits therefrom. For purposes of this Agreement, Solar Energy Purposes include, without limitation, the right to convert the Solar Energy into electrical energy and to collect and transmit the electrical energy so converted, together with any and all activities related thereto, including, without limitation, (a) determining the feasibility of Solar Energy conversion and power generation on the Property, including studies of the Solar Energy emitted upon, over and across the Property (through the installation of Solar Energy measurement equipment or otherwise) and other meteorological, archeological and environmental studies, land surveys and due diligence activities; (b) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining, refurbishing and operating, Solar Energy collection and electrical generating equipment of all types including, without limitation, any such equipment utilizing photovoltaic and/or solar thermal technology (collectively referred to herein as "Solar Generating Equipment"), overhead and underground electrical transmission and communications lines, electric inverters, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with Solar Generating Equipment, roads and gates, meteorological stations and Solar Energy measurement equipment, control buildings, maintenance

yards, and related facilities and equipment (the Solar Generating Equipment together with all of the other foregoing facilities, equipment and improvements, collectively "Solar Facilities") on the Property; and (c) undertaking any other activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. Solar Facilities on the Property may be operated in conjunction with Solar Facilities installed on other nearby properties that are part of the same solar energy project (collectively, the "Project"). Lessee and its consultants may enter the Property, upon reasonable advance notice, to do work related to development of Solar Facilities. Subject to Owner's rights to use the Property in any manner consistent with Section 8.2, Lessee shall have the right to control and restrict access onto and over the Property and exclude others (other than any parties with preexisting easement rights) as it deems necessary or appropriate for safety and security reasons.

3. Term.

3.1 Term. The initial term of this Agreement ("Initial Term") commenced upon the Letter Agreement Effective Date and will continue until the later of (a) the 30th anniversary of the first day of the month following the month in which Solar Facilities in a Project commence operation by delivering commercial quantities of electricity to the electric utility grid (the "Commercial Operation Date"), or (b) 37 years after the Letter Agreement Effective Date. Lessee may elect to extend the Initial Term for one additional 10-year term commencing on the last day of the Initial Term, upon at least 90 days' notice to Owner. The Initial Term plus either or both of such additional 10-year terms are called the "Term." If the Start of Construction (as defined in Section 3.2) has not occurred prior to the seventh anniversary of the Letter Agreement Effective Date, Owner may terminate this Agreement by notice to Lessee within 60 days of such anniversary.

3.2 Project Sites. Within thirty (30) days after the date that any of the racking that will support Solar Generating Equipment is installed ("Start of Construction") in the Project, Lessee shall designate the portion of the Property on which Solar Facilities are being constructed as part of such Project (a "Project Site"). Lessee shall designate a new Project Site each time it constructs new Solar Facilities on the Property.

3.3 Delay in Use. Except as specifically provided in this Agreement, no delay of Lessee in the use or enjoyment of any leasehold, easement or other right in this Agreement will result in the loss or abandonment of any right, title interest or estate granted herein.

4. Payments.

4.1 Rent. [REDACTED]

(a) Initial Rent. [REDACTED]

[Redacted]

(b) Operational Rent.

[Redacted]

[Redacted]

4.2 Inflation Adjustment.

[Redacted]

4.3 Overhead Power Lines, Underground Collection Lines, Roads.

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.4 *Substation, Switchyard, etc.*

[REDACTED]

4.5 *Excluded Area.* Owner has requested that no Solar Facilities be installed in certain areas of the Property, and such areas are shown on the map attached as Exhibit A-1 as the No Facilities Area (the "Excluded Area"). The acreage referenced throughout this Section 4 will not include the acreage of the Excluded Area.

4.6 *Conservation Reserve Program.*

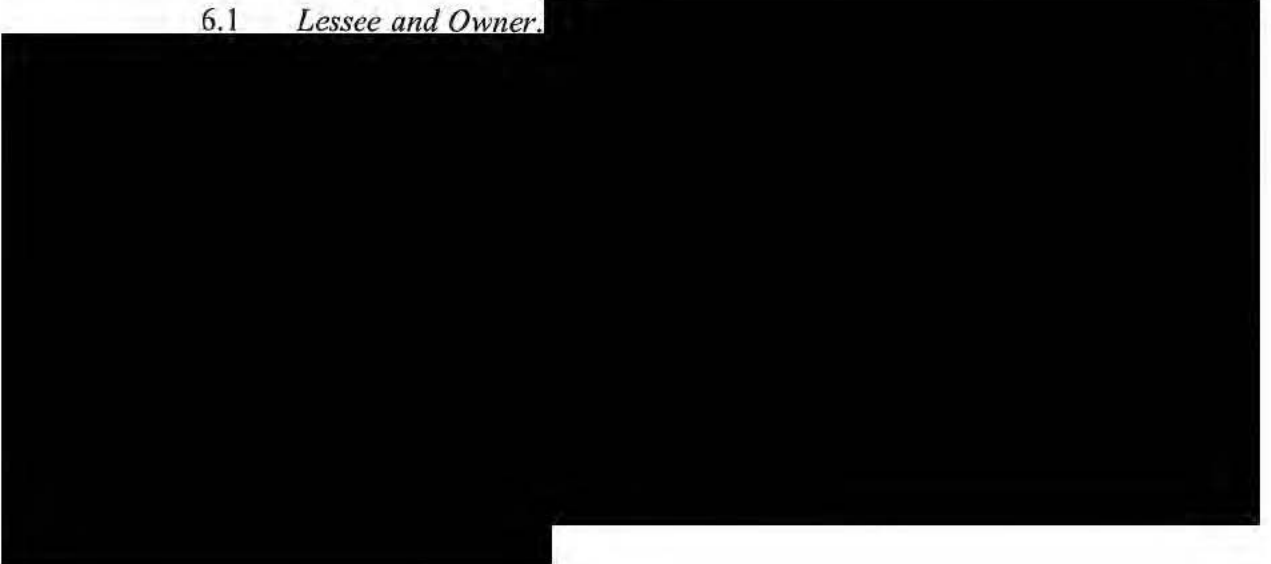
[REDACTED]

5. Ownership of Solar Facilities. Owner shall have no ownership or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Lessee may remove any or all Solar Facilities at any time. Except for payments of Rent described in Section 4,

Owner shall not be entitled to any other payments or benefits accrued by or from the Solar Facilities, including renewable energy credits, environmental credits or investment or other tax credits.

6. Taxes.

6.1 Lessee and Owner.



6.2 Tax Bills. Lessee shall have the right, but not the obligation, to seek to have its leasehold estate separately assessed to Lessee for real estate ad valorem tax purposes as well as personal property tax purposes, and Owner and Lessee agree jointly to use commercially reasonable efforts to cause the County tax assessor to issue separate property tax bills to Owner and Lessee. It is a condition to Owner's right to payment or reimbursement hereunder that Owner submit Owner's real property tax bill to Lessee no later than 15 days prior to the due date for such taxes. If Owner fails to pay for its share of real property taxes, Lessee shall have the right to pay such amounts on Owner's behalf and to offset any amounts so paid by Lessee against all or any of the Rent payments next payable by Lessee under this Agreement.

6.3 Contest. Lessee may contest the assessed value of the Solar Facilities and the legal validity and amount of any such taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers reasonable or necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. Owner shall submit to Lessee a copy of all notices and other correspondence Owner receives from any taxing authorities regarding the assessed value of the Property and/or the Solar Facilities within 30 days after Owner receives same, but in no event later than 30 days prior to the date an objection to such assessment or taxes must be filed. Owner agrees to provide to Lessee all reasonable assistance in contesting the validity or amount of any such taxes, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, but at no out-of-pocket cost to Owner. In the event the taxing authorities provide a separate assessment and tax statement for the portion of the real property taxes levied against or allocated to the Solar Facilities, Lessee agrees to pay such real property taxes directly to the taxing authorities.

6.4 Indemnity – Real Property Taxes. OWNER AND LESSEE EACH AGREES TO INDEMNIFY AND HOLD EACH OTHER HARMLESS FROM ANY LIABILITY, COST OR EXPENSES, PAID BY IT OR FOR WHICH IT IS LIABLE, IF SUCH PARTY SHOULD FAIL TO PAY ITS PORTION OF REAL PROPERTY TAXES IN ACCORDANCE WITH THIS AGREEMENT.

7. Lessee’s Representations, Warranties, and Covenants. Lessee hereby represents, warrants, and covenants to Owner that:

7.1 Siting. Lessee shall provide Owner with a survey of each Project Site, including the exact acreage thereof, within 90 days of the Commercial Operation Date of the Project. Owner hereby grants Lessee the right to record a notice of final description (“Notice of Final Description”) to reflect the boundaries of each Project Site, or at Lessee’s election to record or re-record one or more Memorandums of Lease in the county’s Real Property Records (as described in Section 13.9 below) and attach the legal description of each Project Site to the appropriate Memorandum of Lease. Lessee shall make all siting decisions as to Solar Facilities in its sole discretion. If Lessee builds Solar Facilities on part of the Property, then Lessee will make commercially reasonable efforts not to interfere with Owner’s agricultural activities on the rest of the Property, as set forth in Section 7.6.

7.2 Insurance. Lessee shall, at its expense, maintain liability insurance insuring Lessee and Owner against loss caused by Lessee’s use of the Property under this Agreement, or else Lessee shall self-insure and assume the risk of loss for general liability exposures that would have been covered by the policy, to the extent Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). The amount of such insurance shall be not less than \$1 million of combined single limit liability coverage before the Start of Construction and not less than \$5 million of combined single limit liability coverage after the Start of Construction. Under such policy, Owner will be named as an additional insured with respect to operations or activities of Lessee but only to the extent Owner is held liable for damage and injuries caused by such operation or activities for which Lessee has agreed to indemnify Owner pursuant to Section 7.3(a). No coverage is provided for liability arising out of Owner’s own negligence or misconduct. Certificates of such insurance, or evidence of self-insurance reasonably acceptable to Owner, shall be provided to Owner upon request.

7.3 Mutual Indemnities.

(a) Lessee's Indemnity. Lessee will indemnify, defend and hold harmless Owner and Owner's shareholders, directors, successors, assigns, personal representatives, trustees, mortgagees, employees and agents (collectively, "Owner's Indemnified Parties") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by the operations or activities of Lessee or its employees, contractors or agents. The reference to property damage in the preceding sentence does not include losses of rent, business opportunities, profits and the like that may result from Owner's loss of use of the Project Site or any other portion of the Property occupied by Solar Facilities. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Owner or any of Owner's Indemnified Parties or any party other than Lessee or its employees, contractors or agents.

(b) Owner's Indemnity. Owner will indemnify, defend and hold harmless Lessee and Lessee's members, shareholders, directors, successors, assigns, affiliates, personal representatives, trustees, mortgagees, employees and agents (collectively, "Lessee's Indemnified Parties") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, resulting from or arising out of physical damage to property or physical injury to any person, in each case to the extent caused by (i) any negligent act or failure to act by Owner, guest or invitee, or (ii) any breach of this Agreement by Owner. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or misconduct of Lessee or any of Lessee's Indemnified Parties or any party other than Owner or its employees, contractors or agents.

7.4 Requirements of Governmental Agencies. Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the construction and operation of the Solar Facilities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Property, Project Site or Solar Facilities of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall cooperate in every reasonable way in such contest, including joining in the signing of any reasonable protests or pleading that Lessee may deem advisable to file, at no out-of-pocket expense to Owner. Any such contest or proceeding shall be controlled and directed by Lessee, but Lessee shall indemnify Owner from Lessee's failure to observe or comply with the contested law, ordinance, statute, order, regulation or property assessment.

7.5 Construction Liens. Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property in connection with Lessee's use of the Property. Lessee may contest any such lien and the legal validity and amount of any such lien; *provided, however*, that if Lessee elects to contest any such lien, Lessee shall, within 60 days after it receives notice of the filing of

such lien, either bond around such lien or establish appropriate reserves therefor, or otherwise remove such lien from the Property pursuant to applicable law.


7.6 Lessee Non-Interference with Agricultural Activities. In the construction and operation of its Solar Facilities, Lessee will make commercially reasonable efforts not to interfere with Owner's agricultural activities on the rest of the Property. To facilitate communication, Lessee and Owner will each designate a single point of contact with the other Party.

(a) Construction and Siting. Lessee will consult with Owner (or, at Owner's request, with Owner's then-current tenant) prior to the Start of Construction to describe Lessee's plan and schedule for construction on the Property. As part of the consultation, Lessee will present a preliminary site map showing the Project Site and any new roads, overhead transmission lines, electric substation or switchyard, or operations and maintenance building proposed to be located on the Property outside of the Project Site pursuant to Section 8.6 or Section 10.1 (the "Related Facilities"), and solicit Owner's advice and input, before finalizing the site design. Lessee will also discuss with Owner the measures Lessee will take during construction to minimize conflicts between Lessee's construction activities and Owner's ongoing agricultural operations.

(b) Soil Restoration; Compaction; Weed Control. Outside of the Project Site, Lessee shall use commercially reasonable efforts to minimize any damage to and disturbance of growing crops and crop land caused by its construction activities and will work with Owner to minimize areas of potential soil compaction. Lessee shall not remove topsoil from the Property, and shall replace removed topsoil to the location from which it was removed to the extent practicable, or such other location on the Property as may be reasonably requested by Owner. Upon completion of construction on the Property, Lessee will restore the soil surface on any portion of the Property disturbed by Lessee that is outside of the Project Site or the boundaries of any Related Facilities. In addition, if such disturbed area was in pasture prior to construction, Lessee will re-plant native or similar grass seed on such portion of the Property. If Lessee causes compaction of any previously cultivated part of the Property located outside of the Project Site or the boundaries of any Related Facilities, Lessee will "rip" such portion of the Property in at least three passes to a depth of at least 18 inches. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to control weeds within the Project Site, the portions of the Property where Related Facilities have been installed, and in areas disturbed by Lessee's construction on the Property. Owner may spray to control weeds up to the edge of the Project Site. Lessee acknowledges Owner's desire to pasture sheep within a Project Site and following the Commercial Operation Date Lessee agrees to consider such a proposal, with such proposal to be accepted or rejected in Lessee's sole discretion.

(c) Underground Lines and Drainage Tiles. During construction on the Property, Lessee will promptly repair any damage to underground drainage tiles or waterways caused by the construction activities of Lessee, and such repairs will be done by a qualified professional. Lessee shall have a continuing obligation to effect repairs to drainage tiles for any damage provided that such damage is related to the construction activities of Lessee. Once Owner has provided Lessee with written acceptance of the drainage repairs, Lessee shall be relieved of any obligation to effect further repairs unless Lessee causes new damage to drainage tiles or waterways.

(d) Crop Damage.



(e) Gates and Fences. If Owner's Property is fenced, all of Lessee's newly constructed access roads located on the Property shall be gated by Lessee at Lessee's expense, and Owner shall be furnished with keys or other ability to open and close such exterior gates. Lessee shall maintain such gates as part of the Solar Facilities. When installing a gate within Owner's existing fence, Lessee will make such fence cuts, braces, and repairs that will be permanent and remain functional for the remaining life of the fence of which they are part; alternatively, Owner may require Lessee to install a cattle guard in lieu of any internal gate. When accessing the Property, Lessee will close gates used by its personnel except when open to permit the passage of vehicular traffic, so that Owner's or Owner's tenant's livestock do not stray or escape through such gates. Additionally, Owner authorizes Lessee, at Lessee's sole expense, to take reasonable safety and security measures to reduce the risk of damage to Solar Facilities or the risk that Solar Facilities will cause damage, injury or death to people, livestock, other animals and property, including fencing around the Project Site and the perimeter of any electric substation or switchyard, operations or maintenance building, or (during periods of construction) laydown area located outside of the Project Site, as Lessee may deem necessary or appropriate to secure or enclose the same.

(f) Roads. To minimize erosion caused by Lessee's construction of roads on the Property and facilitate natural drainage, Lessee will seek Owner's advice on the design and location of such roads. Lessee will incorporate Owner's advice into the final road design to the extent such advice does not substantially increase construction costs over a design based on good engineering practice, as determined by Lessee in its reasonable judgment. During construction, Lessee will keep Owner's existing site roads used by Lessee in good repair. After the Commercial Operation Date, Lessee will maintain roads used by Lessee on the Property outside of the Project Site to the extent necessary for Lessee's continued use, as reasonably determined by Lessee, and will use commercially reasonable efforts to minimize erosion caused by Lessee's road use. The crown of new roads located in any previously cultivated portion of the Property will be kept to a minimum. Lessee will ensure there is an adequate crossing point for agricultural vehicles over any new roads. New roads used during construction but not required for operations will be reclaimed.

If the installation of Solar Facilities re-routes the natural drainage, causing drainage problems on the Property, Lessee will use commercially reasonable efforts to correct such problems.

(g) Resources. Lessee may use caliche, gravel and water from the Property, so long as Lessee pays Owner the then current market price, excluding cost of transportation.

(h) Animals. Lessee's employees shall not bring animals onto the Property at any time.

(i) Keeping the Property Clean. After the Commercial Operation Date, Lessee will use commercially reasonable efforts to keep the Property neat and clean (free from debris and waste), and shall remove all refuse, litter and debris created by Lessee and its invitees, licensees, agents and contractors from the Property.

(j) Livestock. Lessee will use commercially reasonable efforts to minimize any interference with Owner's livestock operation.

(k) Timber Property. If Lessee builds Solar Facilities on the Property, Lessee may clear timber from the Property as needed for construction and operation of the Solar Facilities. Lessee will give Owner sixty (60) days' written notice before clearing timber from the Property, following which Lessee will clear the timber and set it aside on the Property. Owner will be responsible for the prompt removal of the cut timber within 45 days after the timber has been cut, and if timely removed, Owner shall retain its full value.

7.7 Hazardous Materials. Lessee shall not violate, and shall indemnify Owner against any liability and expense arising from violation by Lessee of, any federal, state, or local law, ordinance, or regulation promulgated thereunder ("Environmental Laws") relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials in, on or under the Property. This provision shall survive termination of this Agreement. For purposes of this Agreement, "Hazardous Materials" means any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property.

7.8 Noise, Glare and Shadow. Lessee shall have the right in connection with the construction, use and operation of Solar Facilities to emit or cause the emission of noise, to impact Owner's views of and from the Property, and to allow or permit the Solar Facilities to cast shadows and to create, cause and emit glare or shadow onto the Property and adjacent properties, and similar field effects. OWNER, FOR ITSELF AND ON BEHALF OF ITS SUCCESSORS AND ASSIGNS, HEREBY ACCEPTS SUCH EFFECTS, WAIVES ANY RIGHT TO OBJECT TO SUCH EFFECTS AND RELEASES LESSEE FROM ANY CLAIMS, DAMAGES, LIABILITIES OR LOSSES OWNER MAY INCUR THEREFROM.

8. Owner's Representations, Warranties, and Covenants. Owner hereby represents, warrants, and covenants as follows:

8.1 Owner's Authority. Owner is the sole owner of the Property and holds fee simple title to the surface estate of the Property. Owner has the unrestricted right and authority and has taken all necessary action to authorize Owner to execute this Agreement and to grant to Lessee

the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so and all persons having any ownership interest in the Property (including spouses) are signing this Agreement. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner and the Property in accordance with its terms. Without limiting the foregoing, if a title search shows that the holders of fee simple title to the Property are different from the persons who signed this Agreement as Owner, the persons who signed this Agreement as Owner shall immediately cause all of the holders of fee simple title to the Property to execute an amendment to this Agreement pursuant to which all of such holders of fee simple title to the Property agree to and ratify this Agreement, all at no cost to Lessee.

8.2 Restrictive Covenant - No Interference. Lessee shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance, or operation of Solar Facilities, whether located on the Property or elsewhere; access over the Property to such Solar Facilities; Lessee's rights granted hereunder to use the Property for any other Solar Energy Purposes; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, (a) the activities of Owner shall not disturb or interfere with the unobstructed flow of Solar Energy upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing permanent or temporary buildings, barns, silos or other structures or facilities (collectively, "Owner's Structures") closer than five (5) times the height of any such Owner's Structure from any Solar Generating Equipment of Lessee, whether located on the Property or elsewhere, and (b) Owner shall not engage in any other activity on the Property or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Solar Facilities. The area of land to remain unobstructed by Owner will consist horizontally of the entire Property, and vertically all space located above the surface of the Property. If Lessee builds Solar Facilities on only a portion of the Property, Owner may use the rest of the Property in any manner that complies with the foregoing. In addition, Owner represents that it is not aware of any pending or threatened lawsuits or government actions that might interfere with the construction or operation of Solar Facilities on the Property, or any delinquent taxes affecting the Property.

8.3 Water Rights. Owner shall retain its water rights and the ability to physically remove and contractually sell the water from existing wells on the site, provided that (a) Owner's exercise of its water rights shall not interfere with the construction, installation, maintenance, or operation of Solar Facilities, or access over the Property to such Solar Facilities, or Lessee's rights hereunder to use the Property for any other Solar Energy Purposes; and (b) Lessee shall be entitled to consume water from the Property for both onsite and offsite Solar Energy Purposes if it pays Owner then-current market rates (excluding cost of transportation) or purchases water directly from the local water authority.

8.4 Liens and Tenants. Except as disclosed by Owner in writing to Lessee on or prior to the Effective Date, Owner represents that there are no liens, encumbrances, leases, easements, mortgages, deeds of trust, security interests, mineral or gas and gas rights, options, sale contracts, claims, disputes or other exceptions to Owner's fee title ownership of the Property or to Owner's right, title or interest in the Property (collectively, "Liens"), which are not recorded in the public records of the County in which the Property is located. Lienholders (including tenants),

whether or not their Liens are recorded, shall be Owner's responsibility, and Owner shall fully cooperate and assist Lessee in obtaining a non-disturbance agreement from each party that holds a Lien that Lessee determines in its discretion might interfere with Lessee's rights under this Agreement. A non-disturbance agreement is an agreement between Lessee and a lienholder which provides that the lienholder shall not disturb Lessee's possession or rights under this Agreement or terminate this Agreement so long as Owner is not entitled to terminate this Agreement under the provisions hereof. If Owner is unable to obtain any such non-disturbance agreement from a lienholder that holds a mortgage, deed of trust, tax lien or other Lien that is senior to this Agreement (if any), Lessee shall be entitled (but not obligated) to make payments in fulfillment of Owner's obligations to the lienholder and may offset the amount of such payments from amounts due Owner under this Agreement. Owner represents that Owner is not aware of any delinquent taxes affecting the Property.

8.5 Requirements of Governmental Agencies. Owner shall assist and fully cooperate with Lessee, at no out-of-pocket expense to Owner, in complying with or obtaining any land use or siting permits and approvals, property tax abatements, building permits, environmental impact reviews, or any other approvals required for the financing, construction, installation, monitoring, replacement, relocation, maintenance, operation or removal of Solar Facilities (whether located on the Property or elsewhere), including execution of applications for such approvals if required. In connection with any applications for such approvals, Owner agrees at Lessee's request to support such application (at no out-of-pocket expense to Owner) at any administrative, judicial or legislative level, including participating in any appeals or regulatory proceedings. If Owner is contacted directly by any governmental agency about this Agreement, any Solar Facilities or the Property, Owner shall notify Lessee. To the extent permitted by law, Owner hereby waives any setbacks or other restrictions on the location of any Solar Facilities to be installed on the Property or on adjacent properties, including but not limited to waiver of all property line setbacks, pursuant to state or county rules, regulations or ordinances (that is, Owner approves a reduction of each such setback to zero), and Owner shall cooperate with Lessee in providing documentation of such setback waivers and shall execute any documents reasonably requested by Lessee to evidence Owner's waiver of such setbacks.

8.6 Access. Owner hereby grants to Lessee the right of ingress to and egress from Solar Facilities (whether located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time ("Access Easement"). The Access Easement shall include the right to improve existing roads and lanes, shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Access Easement shall expire upon termination or expiration of this Agreement.

8.7 Construction Easement. Owner grants Lessee an easement in, over and across the Property ("Construction Easement") which may be utilized on a temporary basis for access, construction laydown or other purposes to facilitate the construction, maintenance or repair of Solar Facilities (whether located on the Property or nearby properties) during any time that Lessee is conducting such work. Lessee shall have the right, at its sole expense, to (a) remove any existing trees, shrubs, vegetation, structures or improvements located on a Project Site or the site of Related Facilities that might interfere with construction or operation of Solar Facilities; and (b)

change the grade of any part of the Property used as a Project Site, to the extent necessary to construct Solar Facilities, as determined by Lessee. Lessee will use commercially reasonable efforts to minimize surface disturbance on the portion of the Property lying outside of the Project Site during construction. Lessee will comply with Section 7.6 with respect to damage caused by Lessee's use of the Construction Easement. The Construction Easement shall run with the Property, and shall inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. The Construction Easement shall expire upon the termination or expiration of this Agreement.

8.8 Mineral Development. This Agreement is subject to any and all existing mineral reservations and mineral leases granted by Owner or its predecessors-in-interest, which cover some or all of the Property as of the Effective Date. In order to permit the simultaneous use of the Property for Solar Energy Purposes and mineral resource development, Owner and Lessee agree to work cooperatively together to ensure that Owner can benefit from the exploitation of the mineral resources on or under the Property and Lessee can undertake development of Solar Energy projects with reasonable certainty that the exploitation of the mineral resources will not interfere with or adversely affect the Solar Energy projects or unobstructed access to sunlight on the Property. Thus, prior to the issuance of any new mineral lease or to a sale or exchange of minerals under the Property during the Term, Owner will advise and consult with Lessee regarding each such proposed transaction and include in any new lease or sale or exchange documentation, as applicable, a requirement that the buyer, lessee or other party to the minerals transaction waive and release during the Term, any and all rights to enter upon, utilize or disturb the surface area of the Property for any reason whatsoever, including, without limitation, the exploration, drilling or mining of such oil, gas or other minerals; *provided, however*, that foregoing waiver and release shall not preclude the exploration, mining, development, extraction and production of oil, gas, sulphur or other minerals from or under the Property (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) by means of directional or horizontal drilling or utilized or pooled operations with the well and all surface equipment located off the Property, without, in either case, any well bore or mine shaft penetrating any depth beneath the Property above the subsurface depth of five hundred feet (500') feet nor shall such well bore or mine shaft impair the subjacent support of the Property or of any improvements now or hereafter situated on the Property. In addition, upon written request from Lessee, Owner shall (i) cooperate with Lessee in requesting a separate nondisturbance agreement from any existing mineral interest lessee or owner on terms reasonably acceptable to Lessee, and (ii) enforce any rights Owner may have against any such mineral interest lessee or owner in order to provide reasonable accommodation for Lessee to exercise its rights under this Agreement.

8.9 Hazardous Materials.

(a) Owner shall not violate, and shall indemnify Lessee against any such violation of, any Environmental Laws in, on or under the Property. Owner shall promptly notify Lessee of any such violation. This provision shall survive expiration or termination of this Agreement.

(b) To the best of Owner's knowledge, the Property, including, but not limited to, all improvements, facilities, structures and equipment thereon, and the soil and groundwater thereunder, is not in material violation of any Environmental Laws. No release or threatened

release of any Hazardous Material has occurred, or is occurring, at, on, under, from or to the Property, and no Hazardous Material is present in, on, under or about, or migrating to or from the Property that could give rise to a claim under Environmental Laws. Neither Owner nor, to the best of Owner's knowledge, any third party has used, generated, manufactured, produced, stored or disposed of on, under or about the Property, or transported to or from the Property any Hazardous Materials in violation of Environmental Laws or in such a manner as to require investigation or remediation of such Hazardous Materials. To Owner's knowledge, there are no storage or other tanks or containers, or wells or other improvements, below the surface of the Property, nor have any storage or other tanks or containers, or wells or other improvements ever previously been located below the surface of the Property. Owner shall be responsible for and/or shall indemnify Lessee for any liability arising out of a violation of any Environmental Laws in, on or under the Property that may exist (whether known or unknown) as of the Effective Date.

8.10 Non-exclusive Grant of Rights. Owner hereby grants Lessee a non-exclusive right, privilege, license and easement covering all of the following:

(a) Any and all easements, rights-of-way, rights of entry, hereditaments, privileges and appurtenances benefiting, belonging to or inuring to the benefit of Owner and pertaining to the Property.

(b) Any and all right, title and interest of Owner in and to any land in the bed of any street, road, avenue or alley (open, proposed or closed) in front of or adjoining the Property and any and all right, title and interest of Owner, in and to any rights-of-way, rights of ingress or egress, or other interests in, on, or to any land, highway, street, road, avenue or alley (open, proposed or closed) in, on, or across, in front of, abutting, or adjoining the Property.

(c) Any and all right, title and interest of Owner, in and to any strips or gores of land adjacent or contiguous to the Property, whether those lands are owned or claimed by deed, limitations, or otherwise.

8.11 Hunting. For safety reasons, hunting is prohibited on the Property after the Start of Construction.

9. Assignment.

9.1 Assignments by Lessee. Lessee and any Assignee (as hereinafter defined) shall have the right, without obtaining the consent of Owner, to do any of the following with respect to all or any portion of its right, title and/or interest in and to this Agreement, the Lease, the Property, any Project Site and/or any Solar Facilities: (a) grant subleases, separate easements, co-easements, subeasements, licenses or similar rights (however denominated) to one or more Assignees, (b) collaterally assign, mortgage, encumber, pledge or transfer all or any portion of its right, title or interest therein to one or more parties providing financing to Lessee, and/or (c) sell, lease, assign, transfer or otherwise convey all or any portion of its right, title or interest therein to one or more Assignees. Lessee or an Assignee that has assigned an interest hereunder will give notice of such assignment (including the address of the assignee thereof for notice purposes) to Owner, *provided* that failure to give such notice shall not constitute a default under this Agreement but rather shall only have the effect of not binding Owner with respect to such assignment until

such notice shall have been given. For purposes of this paragraph, an “Assignee” is any of the following: (i) any one or more parties involved in the development, financing or refinancing of any Solar Facilities, including, without limitation, any lender to or investor in, or purchaser or lessee of, Solar Facilities; (ii) any one or more parties involved in financing or refinancing the development of any Solar Facilities, or any purchaser or owner of Solar Facilities; (iii) a corporation, partnership or limited liability company now existing or hereafter organized (including Lessee) in which Lessee or any of its owners, or any affiliate or partner of either, owns (directly or indirectly) a controlling interest at the time of assignment; (iv) a partnership now existing or hereafter organized, a general partner of which is such a corporation, partnership or limited liability company; or (v) a corporation, partnership, limited liability company, or other entity that acquires all or substantially all of Lessee’s business, assets or capital stock, directly or indirectly, by purchase, merger, consolidation or other means.

9.2 Assignee Obligations. No Assignee shall have any obligation or liability under this Agreement prior to the time that such Assignee takes actual physical possession of the Property. An Assignee shall be liable to perform obligations under this Agreement only for and during the period such Assignee is in possession of the Property. Any assignment permitted hereunder shall release the assignor from assigned liabilities of Lessee under this Agreement when the Assignee agrees in writing to perform the assigned obligations, if such Assignee either (a) is at least as creditworthy as the assignor at the time of the assignment, or (b) owns or holds, or will own or hold, a majority or controlling interest, directly or indirectly, in any Solar Facilities including Solar Generating Equipment located on the Property.

9.3 Right to Cure Defaults. To prevent termination of this Agreement or any partial interest therein, Lessee (or any Assignee) shall have the right, but not the obligation, at any time prior to the termination, to pay any or all amounts due hereunder, and to do any other act or thing required of any Assignee or Lessee hereunder or necessary to prevent the termination of this Agreement or any partial interest therein. A default of the holder of a partial interest in this Agreement will not be considered a default by the holder of any other partial interest in this Agreement, and the non-defaulting holder’s partial interest shall not be disturbed. If Lessee or an Assignee holds an interest in less than all of this Agreement, the Property or the Solar Facilities, any default under this Agreement shall be deemed remedied, as to Lessee’s or such Assignee’s partial interest, and Owner shall not disturb such partial interest, if Lessee or the Assignee, as the case may be, shall have cured its *pro rata* portion of the default by paying the fees attributable to the Solar Facilities or the Project Site in which Lessee or the Assignee, as the case may be, holds an interest.

9.4 Separability. Lessee may use the Property in connection with one or more Project Sites of associated Solar Facilities constructed, installed and/or operated on the Property and/or on other lands in the general vicinity of the Property by or on behalf of Lessee or an affiliate or Assignee(s) thereof as an integrated energy generating and delivery system. If Lessee elects to use the Property for two or more Project Sites, then Owner shall, within 20 days after request from Lessee, and without demanding any additional consideration, bifurcate this Agreement and the Lease by entering into and delivering to Lessee two or more independent new lease agreements (which shall supersede and replace this Agreement) that provide Lessee with separate leasehold estates in different portions of the Property, as designated by Lessee. Each such new lease agreement shall: (a) specify the portion(s) of the Property to be covered thereby, (b) contain the

same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Lessee or any other person or entity prior to the execution of such new agreements, and except for any modifications that may be required to ensure that each Party's combined obligations under such new agreements do not exceed such Party's obligations under this Agreement) and be in a form reasonably acceptable to Lessee; (c) be for a term equal to the remaining Term of this Agreement; (d) contain a grant of access, transmission, communications and other easements for the benefit of each of the bifurcated estates, covering such portion or portions of the Property outside of the benefited estate in each case as Lessee may designate; (e) require payment to Owner of only an acreage-proportionate part of each payment due under Section 4 (which under all such new agreements shall in the aggregate equal the amounts that are due under Section 4); (f) provide for payments thereafter due under Section 4 and elsewhere to be paid with respect to the Solar Facilities actually installed under such new lease for the portion of the Property subject to such lease; and (g) enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Property. Further, notwithstanding any other provision of this Agreement, (i) in the event of any uncured default under any such new lease agreement, such event of default shall not affect, or cause a termination of, any other such new lease agreement or any rights or interests granted under any other such new lease agreement and (ii) in the event of a termination of any such new lease agreement, the remaining new lease agreements and all rights granted therein, including all easements affecting any portions of the Property (regardless of whether such portions of the Property are part of or outside the benefited estate), shall remain in full force and effect without any further compensation due Owner.

9.5 Transfers by Owner. Owner shall have full right and authority to sell, convey, mortgage, or transfer to one or more transferees, all of Owner's right, title and interest in and to the Property, but any such sale or other transfer shall be subject to the Construction Easement, the Transmission Easement, the Access Easement and this Agreement.

10. Transmission.

10.1 Grant of Transmission Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner, Owner hereby grants to Lessee an exclusive easement ("Transmission Easement") in, on, along, over, above, across and under the Property for the right to erect, construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time in connection with Solar Energy Purposes, whether carried out on the Property or elsewhere: (a) a line or lines of poles or towers, together with such wires and cables as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said poles, towers, wires and cables on, along and in the Property, including beneath the bed of any road located on the Property; and (b) one or more electric inverters, substations or interconnection or switching facilities from which Lessee or others that generate energy may interconnect to a utility transmission system or the transmission system of another purchaser of electrical energy, together with the appropriate rights-of-way, on, along and in the Property. Said

poles, towers, wires, cables, substations, facilities and rights-of-way are herein collectively called the "Transmission Facilities."


10.2 Access. The Transmission Easement also includes the right of ingress to and egress from the Transmission Facilities (whether located on the Property or elsewhere), over and along the Property by means of roads and lanes thereon if existing or otherwise by such route or routes as Lessee may construct from time to time.

10.3 Assignment in Connection with Transmission Lines.




10.4 Term; Assignment. The term of the Transmission Easement shall expire upon expiration or termination of this Agreement, except that if Lessee grants a utility or other duly authorized entity any rights pursuant to Section 10.3, then the term of the Transmission Easement shall be perpetual. Lessee (and any Assignee) shall have the right, without need for Owner's consent, to assign or convey all or any portion of the Transmission Easement to an Assignee on an exclusive or nonexclusive basis. The Transmission Easement shall run with the Property and inure to the benefit of and be binding upon Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

11. Mortgagee Protection.



11.1 Leasehold Mortgagee's Right to Possession, Right to Acquire and Right to Assign.



[Redacted]

11.2 *Notice of Default: Opportunity to Cure.*

[Redacted]

[Redacted]

[Redacted]

[Redacted]



11.3 New Lease or Easement to Mortgagee. If this Agreement or a partial interest herein terminates because of Lessee's default or if any leasehold and/or easement estate is foreclosed, or if this Agreement or a partial interest herein is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Owner shall, upon written request from any Leasehold Mortgagee within 90 days after such event, enter into a new agreement ("New Lease") for the Property or portion thereof, on the following terms and conditions:

(a) The terms of the New Lease shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the term of this Agreement, subject to the same terms and conditions set forth in this Agreement as are applicable to such interest, as if this Agreement had not been terminated.

(b) The New Lease shall be executed within 30 days after receipt by Owner of written notice of the Leasehold Mortgagee's election to enter into a New Lease, provided such Leasehold Mortgagee: (i) pays to Owner all rent and other monetary charges payable by Lessee under the terms of this Agreement up to the date of execution of the New Lease, as if this Agreement or applicable interest therein had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Lessee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Leasehold Mortgagee within 120 days of the termination, foreclosure, rejection, or disaffirmance; and (iii) agrees in writing to perform, or cause to be performed within a reasonable period of time, all non-monetary obligations which have not been performed by Lessee and which should have been performed under this Agreement or the partial interest therein up to the date of commencement of the New Lease, except those obligations which constitute non-monetary defaults not susceptible

to cure. Any New Lease granted to the Leasehold Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrances or other interest created by Owner.

(c) At the option of the Leasehold Mortgagee, the New Lease may be executed by a third party designated by such Leasehold Mortgagee, without the Leasehold Mortgagee assuming the burdens and obligations of Lessee thereunder.

(d) The provisions of this Section 11.3 shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 11.3 were a separate and independent contract made by Owner, Lessee and such Leasehold Mortgagee, and, from the date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such New Lease, such Leasehold Mortgagee may use and enjoy said Property without hindrance by Owner or any person claiming by, through or under Owner, provided that all of the conditions for a New Lease as set forth herein are complied with.

11.4 Leasehold Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as there exists a Leasehold Mortgage, this Agreement shall not be modified or amended with respect to the interest in this Agreement encumbered by such Leasehold Mortgage and Owner shall not accept a surrender of the Property or any part thereof or a cancellation, termination or release of this Agreement from Lessee prior to expiration of the term without the prior written consent of any Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by such Leasehold Mortgagee.

11.5 Estoppel Certificates, Etc. Owner shall execute such (a) estoppel certificates (certifying as to such matters as Lessee may reasonably request, including, without limitation, that no default then exists under this Agreement, if such be the case); (b) consents to assignment, (c) non-disturbance agreements (respecting other property as to which Owner or its affiliates may have lease, use or other rights), and (d) documents reasonably required by a title insurance company, in each case as Lessee or any Assignee may reasonably request from time to time. Owner shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Lessee or any Assignee for the purpose of implementing the terms and conditions contained in this Agreement or of preserving a Leasehold Mortgagee's security interest, at no out-of-pocket cost to Owner. Notwithstanding any provision of this Agreement, the Parties agree that this Agreement shall not be modified or amended prior to expiration of the Term in a manner which would materially and adversely affect any Assignee without such Assignee's prior written consent. The previous sentence is for the express benefit of, and shall be enforceable by, each Assignee.

12. Default and Termination.

12.1 Lessee's Right to Terminate.

12.2 *Owner's Right to Terminate.*

[Redacted]

12.3 *Effect of Termination.*

[Redacted]

12.4 *Security for Removal.*

[Redacted]

13. Miscellaneous.

13.1 Force Majeure. If performance of this Agreement or of any obligation hereunder is prevented, or materially hindered by reason of an event of Force Majeure (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention or material hindrance. The affected Party shall use reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. “Force Majeure” means fire, earthquake, flood, drought, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; strikes or labor disputes; war, civil strife, sabotage, vandalism, or other violence; any law, order, proclamation, regulation, ordinance, action, demand, approval, delay, moratorium, permit or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of the Party claiming Force Majeure.

13.2 Confidentiality. Owner shall maintain in the strictest confidence, for the sole benefit of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee’s site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee or discovered by Owner, unless such information either (a) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents, or (b) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity, or (c) is required to be disclosed by a court or governmental agency; *provided however*, that Owner may disclose the financial terms of this Agreement to Owner’s family members; consultants, accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; prospective buyers of the Property; or lenders that may have a mortgage on the Property. Lessee shall maintain in confidence, and shall not publish or otherwise disclose, information pertaining to the financial terms of this Agreement except as necessary in connection with Lessee’s development, construction, operations or financing activities or in connection with any assignment. The provisions of this Section 13.2 shall survive the termination or expiration of this Agreement.

13.3 Successors and Assigns. This Agreement and any right, title or interest hereunder shall inure to the benefit of and be binding upon Owner and Lessee and, to the extent provided in any assignment or other transfer under Section 9, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Lessee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in this Agreement as to all or a portion of the Property and actually are exercising rights under this Agreement to the extent consistent with such interest. The Parties agree and intend that


the provisions of this Agreement shall be covenants running with the land and that they touch and concern the land because they determine how the Parties will use the Property and its resources, including payment for those resources and use of the Property. The Parties further agree and intend that any conveyance, assignment, sale or other transfer of all or a portion of either Party's rights or interests covered by and permitted under this Agreement shall include and be subject thereto because the provisions of this Agreement are covenants that run with the land. As covenants running with the land, the Parties intend that should either no longer share privity of estate with the other, its rights and obligations in this Agreement pass to the person or entity that shares privity of estate and assumes the role of Owner or Lessee. As a result, any Party who ceases to have privity of estate under this Agreement shall bear no liability or any obligation for the terms hereunder after the date on which privity ends. The privity of contract between the current Parties shall not change this result because the Parties do not intend the use of identifiers like Owner or Lessee to bind those specific Parties upon any transfer, conveyance, assignment, sale or other transfer covered by and permitted under this Agreement.

13.4 Notices. All notices, requests and other communications required or permitted by this Agreement shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, certified, and addressed as follows:

If to Owner:

Joseph Harold Millay, Jr. and Kimberly
Lynn Millay
3530 Guston Rd.
Guston, KY 40142

If to Lessee:

OSER LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attn: General Counsel


If to any Assignee:

At the address indicated in the notice to Owner provided under Section 9.1.

Payments to Owner shall be mailed to Owner's address above and made out to Owner, unless Owner directs Lessee otherwise in writing. For the purpose of notices to be given by Owner, Owner designates the person to whom notices are given hereunder as its primary contact, and Lessee shall be entitled to rely on any notices given by such individual in writing as if given in writing by all of the persons or entities constituting Owner. Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph. Any notice provided for herein shall become effective only upon actual receipt by the party to whom it is given, unless such notice is only mailed by certified mail, in which case it shall be deemed to be received five business days after the date it is mailed.

13.5 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Owner and Lessee respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein

not expressly set forth in this Agreement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.

13.6 *Legal Matters.* This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state or federal courts located in Louisville, Kentucky. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Agreement shall be to the Court. In no event shall either Party be liable under this Agreement for consequential, punitive, special, incidental or indirect damages.**

13.7 *Partial Invalidity.* Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the Term of this Agreement, the Construction Easement, the Transmission Easement or the Access Easement be longer than, respectively, the longest period permitted by applicable law.

13.8 *No Partnership.* Neither the provisions of this Agreement, nor the provisions of any other agreements referenced herein, nor any acts of the Parties, nor any other circumstances shall be deemed to create a partnership or joint venture between the Parties with respect to the Property or the Solar Facilities for any purposes whatsoever. Each Party shall, in connection with this Agreement, the Property, or the Solar Facilities, take reasonable steps in dealing with third parties to negate any inference that such partnership or joint venture exists.

13.9 *Memorandum.* Neither Owner nor Lessee shall record this Agreement in its entirety. The Parties agree that a Memorandum of Lease shall be recorded in the real property records of the County where the Property is located ("Real Property Records") at Lessee's expense, in a form reasonably acceptable to both Parties, which form shall not contain any of the financial provisions hereof. In the event of any inaccuracy in Exhibit A, Lessee may correct such inaccuracy in order to accomplish the intent of Lessee and Owner.

13.10 *Tax and Renewable Energy Credits.* If under applicable law, the holder of a lease becomes ineligible for any tax credit, renewable energy credit, environmental credit or any other benefit or incentive for renewable or low carbon energy established by any local, state or federal government, then, at Lessee's option, Owner and Lessee shall exercise good faith and negotiate an amendment to this Agreement or replace it with a different instrument so as to convert Lessee's interest in the Property to a substantially similar interest that makes Lessee eligible for such credit, benefit or incentive.

13.11 *Further Assurances*. From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments, documents and actions specifically provided for herein, as such other Party may reasonably request in order to effectuate the provisions of this Agreement, consummate the transactions contemplated herein, or confirm or perfect any right, restriction or interest to be created or transferred hereunder or pursuant to these transactions.

13.12 *Counterparts*. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[Signatures to follow on next page.]

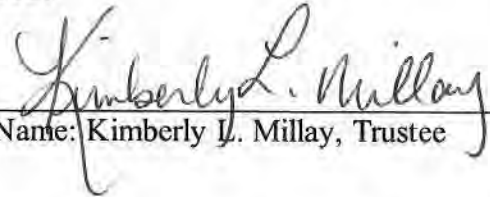
IN WITNESS WHEREOF, Owner and Lessee, individually or through duly authorized representatives, hereby execute this Agreement and certify that they have read, understand and agree to the terms and conditions of this Agreement.

“Owner”

**Joseph H. Millay, Jr., as Trustee of The
Joseph H. Millay, Jr. Trust dated February
13, 2017**


Name: Joseph H. Millay, Jr., Trustee

**Kimberly L. Millay, as Trustee of the
Kimberly L. Millay Trust dated February 13,
2017**


Name: Kimberly L. Millay, Trustee

[Signatures continued on following page.]

“Lessee”

**OSER LLC,
a Delaware limited liability company**

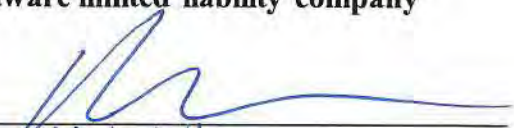
By: 
Name: Michael Haas
Title: President

EXHIBIT A

Legal Description of the Property

ALL THAT CERTAIN real estate lying and being situated in Meade County, Kentucky, being more particularly bounded and described as follows:

Real Property Tax Parcel No. 079-00-00-025.01 (90.96 acres)

Being Lot 2 of Baker Division, as shown on plat of same of record in Plat Cabinet 6, Sheet 75, in the office of the Meade County Court Clerk.

Title derived by Bonnie Jean Baker, a single person by Deed dated 8/17/96 of record in Deed Book 388, page 433, in the office of the Meade County Court Clerk.

(In the event of any inaccuracies or insufficiencies in the above legal description, Lessee may modify this Exhibit A to correct such inaccuracies or insufficiencies)



EXHIBIT A-1

Map of Property and Excluded Area



1 inch = 500 feet
0 250 500 Feet

**Exhibit A-1 - Millay Trusts;
KY-MEA1-130**

 No Facilities Area - 2.12 Ac
 Property - 90.96 Ac

Meade Co., KY
4/1/2020



EXHIBIT B

Purchase and Sale of Control Property

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]