

LEASE AGREEMENT
(#KY-MEA1-219)

This Lease Agreement (this "Agreement") is made, dated and effective as of April 13, 2020 (the "Effective Date"), between **William R. Monin, Jr., and Jessica N. Monin, 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 January 29, 2020 (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 141.87 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)

[REDACTED]

[Redacted]

(b)

[Redacted]

[Redacted]

[Redacted]

4.2 *Inflation Adjustment.*

[Redacted]

4.3

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

[REDACTED]

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 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.

(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 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.

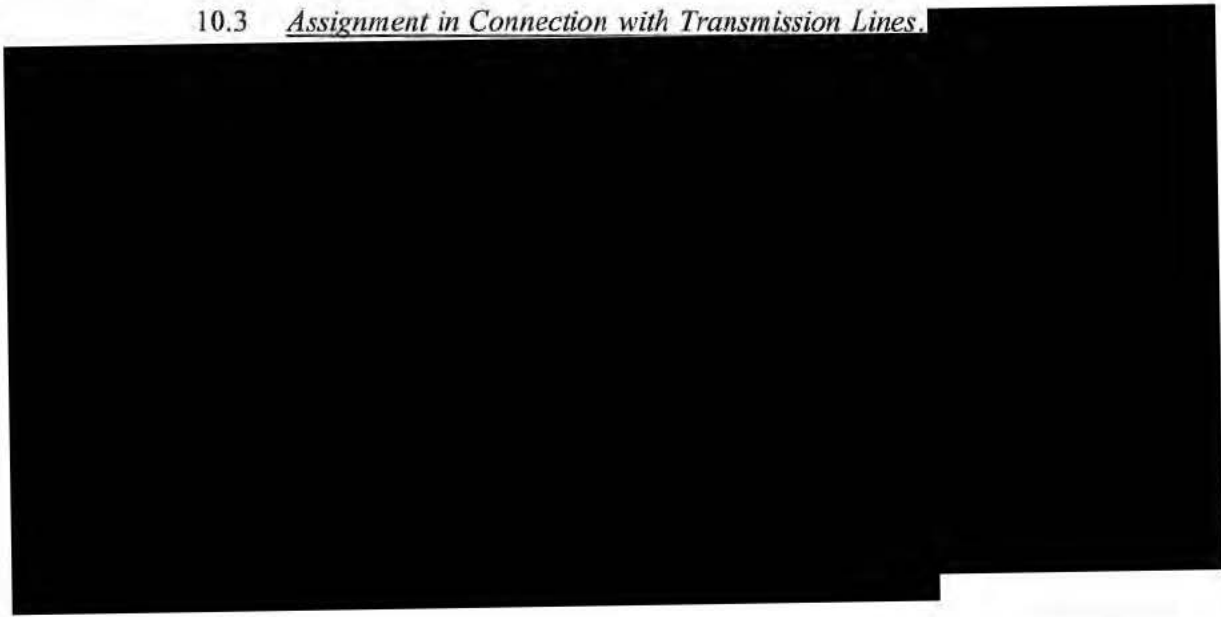
9.5 Transfers by Owner. Owner shall have full right and authority to sell, convey, mortgage, or transfer to one or more transferees, all of Owner's right, title and interest in and to the Property, but any such sale or other transfer shall be subject to the Construction Easement, the Transmission Easement,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



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. Mortgage 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]

(a)

[Redacted]

(b)

[Redacted]

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

(f)

[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.

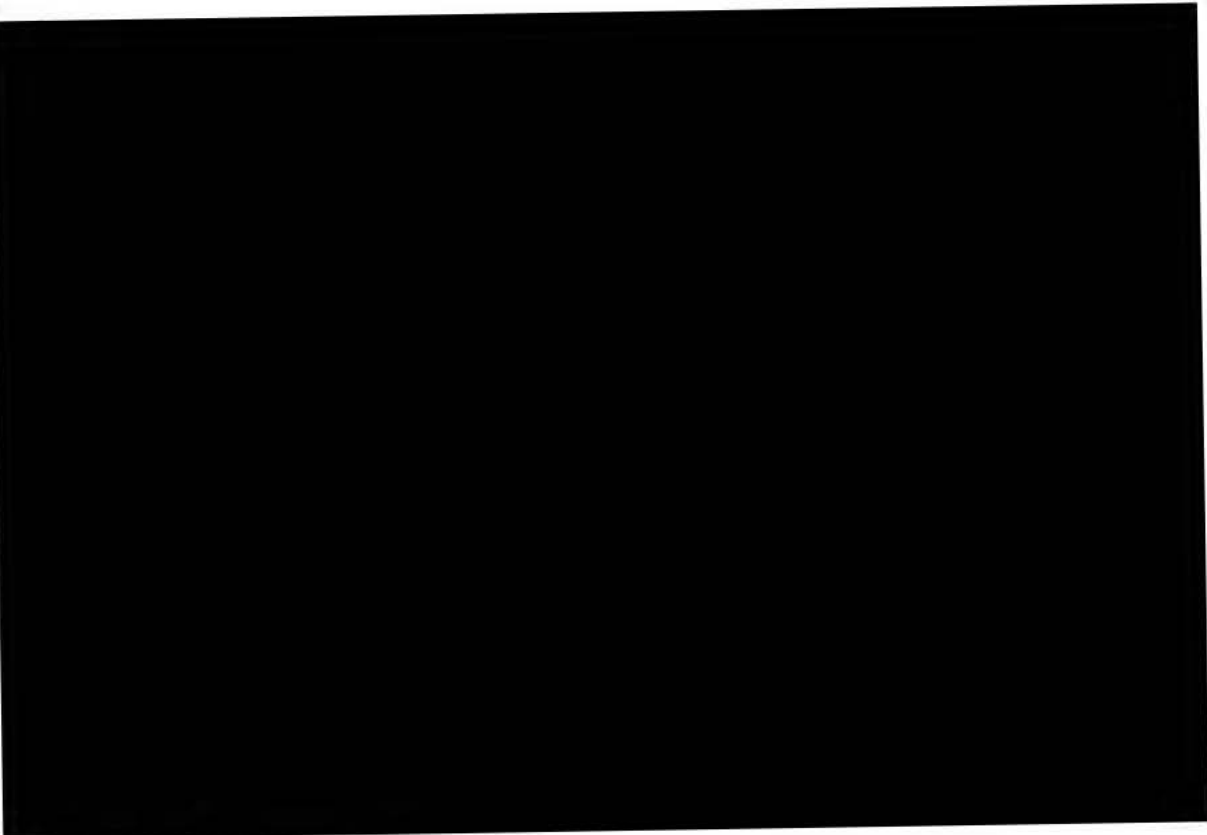
[REDACTED]

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:

William R. Monin, Jr., and Jessica N.
Monin
PO Box 402
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

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.

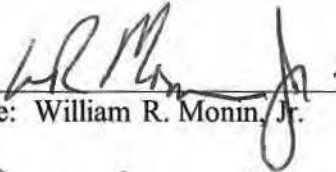
13.11 Further Assurances. From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments, 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.

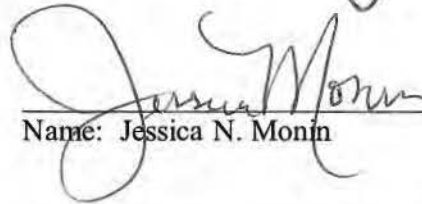
13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[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: William R. Monin, Jr.


Name: Jessica N. Monin

[Signatures continued on following page.]

“Lessee”

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

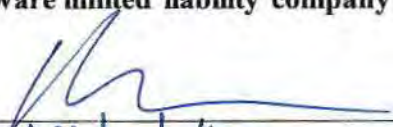
By: 
Name: Michael Haag
Title: President

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. 123-7 (141.87 acres)

PARCEL I

A certain tract of land lying in Breckinridge County, Ky., and bounded as follows: Beginning at a stone corner to Geo. McCoy in Rhodes line and running thence with his line S. 40 w. 16 poles to a post oak; thence S. 82-1/2 W. 132 poles to a post oak in Mrs. Orendof's line; thence with said line S. 17 E. 94 poles to a post oak, Mrs. Orendof's corner; thence with her line S. 54 E. 142. poles to a post oak; thence S. 33 E. 16 poles to a post oak Herndon's line; thence with his line N. 63-1/2 E. 91 poles to a hickory, black oak and post oak, Geo. McCoy's corner; thence with his line N. 22 w. 40 poles to a hickory and white oak; thence S. 76 w. 31 poles to a rock near a fence; thence N. 17-1/2 W. 148 poles to the beginning, containing 171 acres.

There is, however, excepted out of the above described boundary of land and not herein conveyed, the tract or parcel of land sold and conveyed by Lawrence Bandy and Mildred Bandy, his wife, to Finis Meador, in the spring of 1946, and containing approximately 12 to 14 acres, the deed for which has not been recorded at this time.

PARCEL II

Two tracts or parcels of land lying in Breckinridge County, Kentucky about 2 miles West of Irvington and North of Highway No. 60 bounded and described as follows:

First Tract: Beginning at a stone 17 feet from a hickory in the S.E. corner of R.A. Claycombs; running thence S. 53-1/2 E 615 to five post oaks in the original line, corner of the Claycomb tract, of which this is a part; thence S. 80 w. 374 feet to a post oak near an old road; thence with said road N. 16 w. 454 feet to the beginning containing 2 acres more or less.

Second tract: Adjoining the above described tract and beginning at a stone 17 feet from a hickory in the S.E. corner of R.A. Claycombs farm running thence NW 263 feet to a rock; thence E 714 feet to a rock; thence NE 400 feet to a stone; thence E 610 feet to a stone; thence s. 160 feet to a stone; thence SW 1210 feet to five post oaks, thence with the line of the 2 acres to the beginning, containing 14 acres more or less.

BEING the same property conveyed to Gordon Board and Bennett Board, his wife, by deed from the heirs of Willie Alexander, namely, Charles T. Harper, unmarried, Joseph Harper, Jr. and Sherry Harper, his wife, and Ronald Harper and Evangeline Harper, his wife, dated January 2, 1985 and recorded in Deed Book 172, page 134, Breckinridge County Clerk's Office. Willie Alexander died intestate on July 17, 1973 a resident of Breckinridge County, Kentucky, see Affidavit of Descent filed for record in Deed Book 230, page 434 said clerk's office.

EXCEPTING FROM ALL OF THE ABOVE, THE FOLLOWING PARCELS:

EXCEPTION 1

BEING a 7.000 acre tract located northwest of the end of Seven Oaks Lane and northwest of US Highway 60, west of the city of Irvington, Breckinridge County, Kentucky, more particularly described as follows:

BEGINNING at a set 5/8" rebar being referenced at N 14 deg. 54 min. 57 sec. W., 394.12' from a found 20" post oak being the southeast corner of C. E. Smith (DB 296 PG 203) and the southwest corner of W. R. Monin Jr (DB 230 PG 455); THENCE with C. E. Smith N 14 deg. 54 min. 57 sec. W., 102.47' to a set 5/8" rebar; THENCE N 48 deg. 59 min. 38 sec. W., 924.02' to a set 5/8" rebar being referenced at S 48 deg. 59 min. 38 sec. E., 1028.33' from a set 5/8" rebar at the location of an old corner post; THENCE leaving said C. E. Smith with new lines in said W. R. Monin Jr N 58 deg. 26 min. 32 sec. E., 236.01' to a set 5/8" rebar; THENCE S 78 deg. 38 min. 02 sec. E., 200.00' to a set 5/8" rebar; THENCE S 46 deg. 38 min. 16 sec. E., 814.18' to a set 5/8" rebar; THENCE S 42 deg. 56 min. 01 sec. W., 133.26' to a set 5/8" rebar; THENCE S 52 deg. 45 min. 04 sec. W., 219.44' to the POINT OF BEGINNING and CONTAINING 7.000 acres (more or less) according to a physical survey by Timothy W. Smith, PLS #2373 during October, 2016, per Job No. 16-213.

Being a portion of the same property conveyed to William R. Monin, Jr., by deed dated January 16, 1995, from Gordon Board and Bennett Board, husband and wife, of record in Deed Book 230, page 455, in the Office of the Breckinridge County Clerk.

EXCEPTION 2:

BEING a 5.869 acre tract located north of the end of Seven Oaks Lane, approximately 4/10 mile from intersection of US Highway 60, near the city of Irvington, Breckinridge County, Kentucky, more particularly described as follows:

BEGINNING at a found 20" post oak corner to A. T. Willoughby (DB 392 PG 573), W. R. Monin Jr (DB 230 PG 455) and Lot 178 Plainview Farms (PB 1, PG 73) (R. Dore, DB 306 PG 526 and DB 243 PG 332); THENCE with A. T. Willoughby N 17 deg. 04 min. 16 sec. W., 33.22' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 being the TRUE POINT OF BEGINNING of this tract; THENCE with new lines in said W. R. Monin Jr N 69 deg. 59 min. 32 sec. W., passing a point at the end of a 50' Ingress/ Egress Easement at 227.51', a total distance of 358.44' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373; THENCE N 87 deg. 51 min. 22 sec. W., 264.73' to a set 5/8" rebar; THENCE N 11 deg. 54 mi 58 sec. W., 384.66' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to said A. T. Willoughby; THENCE with A. T. Willoughby N 77 deg. 21 min. 37 sec. E., 502.90' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373; THENCE S 17 deg. 04 min. 16 sec. E., 647.49' to the POINT OF BEGINNING and CONTAINING 6.773 acres (more or less) according to a physical survey by Timothy W. Smith, PLS #2373 during May, 2018, per Job No. 16-2248.

BEING a part of the same property conveyed to William R. Monin, Jr., from Gordon Board and Bennett Board, his wife, by deed dated January 16, 1995 and recorded in Deed Book 230, page 455, Breckinridge County Clerk's Office.

EXCEPTION 3:

BEING a 0.264 acre tract located at the end of Seven Oaks Lane, approximately 4/10 mile from intersection of US Highway 60, near the city of Irvington, Breckinridge County, Kentucky, more particularly described as follows:

BEGINNING at a found 20" post oak corner to Willoughby-Norton Farm LLC (DB 411 PG 225), W. R. Monin Jr (DB 230 PG 455) and Lot 178 Plainview Farms (PB 1, PG 73) (R. Dore, DB 306 PG 526 and DB 243 PG 332); THENCE with Lot 178 and Plainview Farms plat, S 68 deg. 31 min. 54 sec. W., 50.00' to a point in the right-of-way of Seven Oaks Lane being referenced at N 68 deg. 31 min. 54 sec. E., 8.14' from the centerline of said lane; THENCE leaving said Plainview Farms plat with new lines in said W.R. Monin Jr N 60 deg. 04 min. 33 sec. W., 346.19' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to C. Greenwell, et al (DB 411 PG 584); THENCE with C. Greenwell, et al S 69 deg. 59 min. 32 sec. E., passing a point at the end of a 50' Ingress/Egress Right-of-way Easement at 130.93', a total distance of 358.44' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 in the line of said Willoughby-Norton Farm LLC; THENCE with Willoughby-Norton Farm LLC S 17 deg. 04 min. 16 sec. E., 33.22' to the POINT OF BEGINNING and CONTAINING 0.264 acres (more or less) according to a physical survey by Timothy W. Smith, PLS #2373 during May, 2018, per Job No. 16-2248.

BEING a part of the same property conveyed to William R. Monin, Jr., from Gordon Board and Bernett Board, his wife, by deed dated January 16, 1995 and recorded in Deed Book 230, page 455, Breckinridge County Clerk's Office.

EXCEPTION 4:

BEING a 16.000-acre tract located at the end of Seven Oaks Lane, approximately 4/10 mile from intersection of US Highway 60, near the City of Irvington, Breckinridge County, Kentucky, more particularly described as follows: BEGINNING at a set 5/8" rebar in the line of Plainview Farms (PB 1 PG 61 and PB 1 PG 73) and in the right-of-way of Seven Oaks Lane being referenced at S 68 deg. 31 min. 54 sec. W., 50.00' from a found 20" post oak corner to Willoughby-Norton Farm LLC (DB 411 PG 225), W.R. Monin Jr (DB 230 PG 455) and Lot 17B Plainview Farms (PB 1, PG 73) (R. Dore; DB 306 PG 526 and DB 243 PG 332); THENCE with the right-of-way of Seven Oaks Lane and continuing with Lot BB Plainview Farms (PB 1 PG 61) (B. Priest, DB 340 PG 57) S 68 deg. 31 min. 54 sec. W., passing the centerline of said lane at 8.14', a total distance of 503.66' to a found 1" pipe in the fence line corner to Lot 3A (C. Willock, DB 336 PG 319 Tract 11); THENCE with Lot 3A, S 69 deg. 03 min. 07 sec. W., 201.05' to a found 1" pipe in said fence line corner to Lot 2A (J. Dewitt, DB 412 PG 324); THENCE with Lot 2A, S 69 deg. 47 min. 41 sec. W., 199.75' to a found 3/4" pipe with elbow in said fence line corner to Lot 1A (W. O. Dewitt, DB 260 PG 596); THENCE with Lot 1A, S 68 deg. 54 min. 20 sec. W., 26.72' to a set 5/8" rebar; THENCE leaving said Lot 1A with new lines in said W, R. Monin Jr N. 02 deg. 28 min. 05 sec. W., passing a point in the centerline of an existing 30' Ingress & Egress Easement at 357.85', a total distance of 530.17' to a set 5/8" rebar; THENCE N 87 deg. 51 min. 22 sec. W., 405.04' to a set 5/8" rebar being referenced at N 62 deg. 24 min. 57 sec. E., 187.41' from a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to C. Squires (DB 399 PG 59); THENCE N 20 deg 39 min. 07 sec. W., 500.99' to a set 5/8" rebar; THENCE N 81 deg. 51 min. 31 sec: E., 788.25' 10 a

point in the base of an 18" walnut tree in the line of said Willoughby-Norton Farm LLC; THENCE with Willoughby- Norton Farm LLC S 11 deg. 54 min. 51 sec. E., 236.55' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to C. Greenwell, et al.(DB 411 PG 584); THENCE with C. Greenwell, et al S 11 deg. 54 min. 58 sec. E., 384.66' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373; THENCE S 87 deg. 51 min. 22 sec. E., 264.73' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373; THENCE with new lines in said W. R. Monin Jr S 60 deg. 04 min. 33 sec, E., 346.19' to the POINT OF BEGINNING and CONTAINING 16.000 acres (more or less) according to a physical survey by Timothy W. Smith, PLS #2373 during August 2017, per Job No. 16-224A.

(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-MEA1-009)

This Lease Agreement (this "Agreement") is made, dated and effective as of April 27, 2020 (the "Effective Date"), between **Richard L. Barger, Trustee of the Richard Barger Living Trust dated March 14, 2013** ("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 237.43 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]

(b) Operational Rent.

[Redacted]

[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]

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.

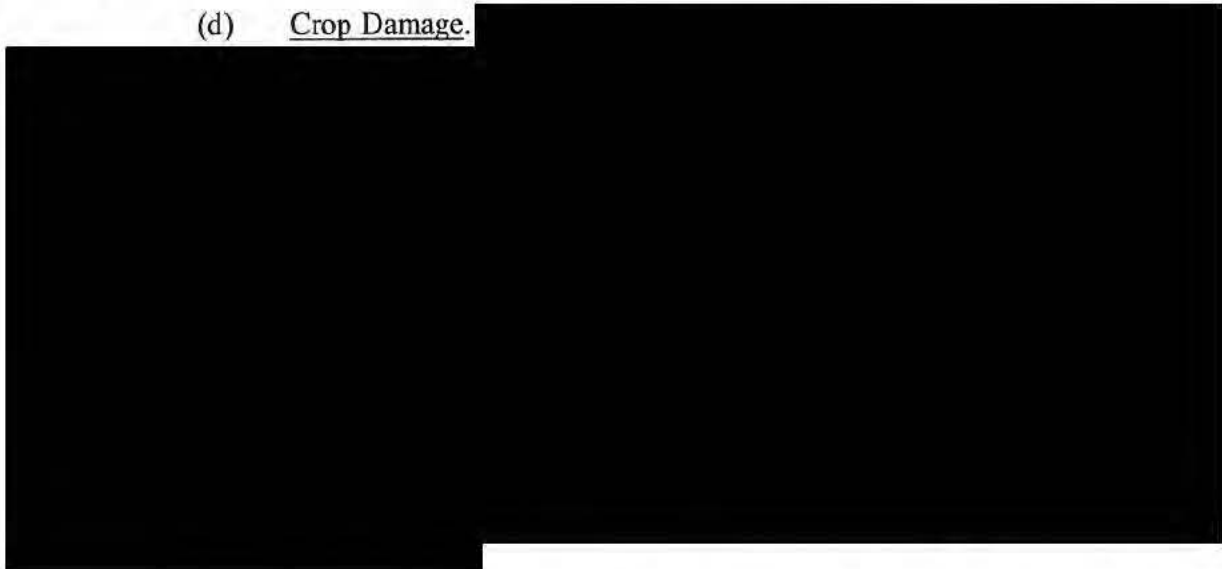
(a) Construction and Siting. Lessee will consult with Owner (or, at Owner's request, with Owner's then-current tenant) prior to the Start of Construction to describe Lessee's plan and schedule for construction on the Property. As part of the consultation, Lessee will present a preliminary site map showing 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.

(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 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.*



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. Mortgage 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, 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 L. Barger, Trustee
1045 Sandy Hill 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.

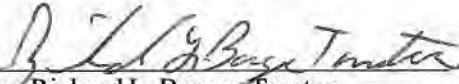
13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[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”

Richard L. Barger, Trustee of the Richard Barger
Living Trust dated March 14, 2013

By: 
Name: Richard L. Barger, 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 Breckinridge County, Kentucky, being more particularly bounded and described as follows:

Real Property Tax Parcel No. 122-13A

Being a 96.236 acre tract located on the Southwesterly right-of-way of Mt. Merino Cemetery Road near the community of Irvington, Breckinridge County, Kentucky, more particularly described as follows: Beginning at a set 5/8" rebar on the Southwesterly right-of-way of Mt. Merino Cemetery Road corner to Mt. Merino Catholic Church (DB 32 PG 373); thence with said Mt. Merino Catholic Church S 45 deg. 22 min. 59 sec. W., 254.32' to a set 5/8" rebar corner to D. Carman (DB 251 PG 570); thence with said D. Carman S 49 deg. 58 min 22 sec. W., 648.00' to a found 1/2" rebar with cap stamped K. Clemmons, LS 2811 corner to R. Lucas (DB 282 PG 188); thence with said R. Lucas S 49 deg. 58 min. 22 sec. W., 1,331.41' to a found 1/2" rebar with cap stamped K. Clemmons, LS 2811 in the line of J. Bandy (DB 135 PG 212); thence with said J. Bandy N 41 deg. 11 min. 24 sec. W., 1,621.74' to a found 5/8" rebar with cap stamped LS 2373 corner to J. Richardson (DB 253 PG 483); thence with said J. Richardson N 41 deg. 25 min. 29 sec. W., 339.43' to a set 5/8" rebar; thence leaving said J. Richardson with a new line in J. Barger (DB 294 PG 045) N 52 deg. 38 min. 48 sec. E., 2,161.13' to a set 5/8" rebar on the Southwesterly right-of-way of said Mt. Merino Cemetery Road; thence with the Southwesterly right-of-way of said Mt. Merino Cemetery Road the following chordal courses: S 43 deg. 51 min. 27 sec. E., 963.4 7' to a set 5/8" rebar; thence S 43 deg. 20 min. 54 sec. E., 879.73' to the point of beginning and containing 96.236 acres (more or less) according to a physical survey by Timothy W. Smith, PLS #2373 during February, 2004, per Job No. 04-126. 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 J. Richardson (DB 253 PG 483) property from a previous survey.

Real Property Tax Parcel No. 122-2

Being a 141.19 acre tract located on the southerly right-of-way of KY HWY 261 near the community of Webster, Breckinridge County, Kentucky, and more particularly described as follows: Beginning at an existing 5/8 inch rebar (T.W. Smith Cap #2373) on the southerly right-of-way of KY HWY 261 (40' R/W) northwest corner to The Stith Family Revocable Living Trust (Deed Book 356, Page 162) Thence with said R/W N 84 deg. 51 min. 34 sec. 14.97 feet to an existing 5/8 inch rebar (T.W. Smith Cap #2373); Thence N 87 deg. 43 min. 10 sec. E, 116.92 feet to a set rebar; Thence N 82 deg. 21 min. 27 sec, E, 152.64 feet to a set rebar; Thence N 80 deg. 36 min. 52 sec. E, 90.75 feet to a set rebar and being the true point of beginning; Thence continuing with KY. Hwy 261 right-of-way the following calls: Thence N 81 deg. 10 min. 03 sec. E. 221.60 feet to set rebar; Thence with a curve of radius 470.44 feet and a chord bearing of N 67 deg. 33 min. 07 sec. E and chord distance of 222.38 feet to a set rebar; Thence N 53 deg. 52 min. 50 sec.

E, 400.75 feet to a set rebar; Thence N 54 deg. 16 min. 33 sec. E, 310.86 feet to a set rebar; Thence N 53 deg. 44 min. 40 sec. E, 405.37 feet to a set rebar; thence N 53 deg. 53 min. 32 sec. E, 295.64 feet to a set rebar; Thence N 53 deg. 16 min. 39 sec. E, 138.50 feet to a set rebar; thence N 51 deg. 31 min. 37 sec. E, 104.02 feet to a set rebar; Thence N 50 deg. 20 min. 40 sec E, 207.09 feet to a set rebar; Thence leaving said right-of-way S 38 deg. 00 min. 27 sec. E, 10.00 feet to an existing 5/8" rebar (T.W. Smith Cap #2373), said point being the northwest property corner to lot 19 of Agricultural Division Plat of Aloysius and Nona King Farm recorded in P.C. 6 Slide 160 in the Meade County, KY, Clerks Office; thence with southwesterly line of lot 19 for a distance of 1839.35 feet and then continuing with lot 24 for a total distance of 2589.52 feet with bearing S 38 deg. 00 min. 27 sec E to an existing 5/8 inch rebar (Stamped Clemens), said point being the northeast corner to Joseph and Rebecca Richardson (Deed Book 282, Page 628); Thence leaving lot 24 and with line of said Richardson S 44 deg. 09 min. 58 sec. W, 1911.54 feet to an existing wood fence post, said point the southeast corner to J. D. Tobin, Jr. (Deed Book 180, Page 673); Thence leaving said Richardson and with line of said Tobin N 51 deg. 07 min. 13 sec. W, 978.24 feet to an existing wood fence post while passing a witness monument, a 5/8 inch rebar with cap stamped M. L. Manion Cap #3374 at 10 feet and at 968.24 feet; Thence continuing with line of Tobin N 55 deg. 18 min. 23 sec. W, 1327.03 feet to a set rebar, Thence leaving said Tobin with newly created line N 57 deg. 27 min. 21 sec. E, 159.07 feet to a set rebar; thence with newly created line N 32 deg. 32 min. 39 sec. W, 870.96 feet to the point-of-beginning - 141.19 Acres of land per survey conducted by Mark L. Manion PLS #3374 during September 2011 per job number 11046. Unless otherwise stated, any monument referred herein as a set rebar is a set 5/8 inch diameter steel concrete reinforced rod, 18 inches in length with yellow plastic cap stamped "ML. Manion, PLS 3374". Minor Plat Survey for M.R. Stith Jr. recorded in Plat Cabinet B, Slide 359.

(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]

OSER LLC

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

CONFIDENTIAL

Solar Lease #KY-MEA1-144
Meade County, Kentucky

_____, 201__

Homer Lee Richardson
Richardson Holdings of KY, LLC
560 Homer Richardson Road
Brandenburg, KY 40108

Re: Solar Lease Agreement

Dear Mr. Richardson,

This letter agreement confirms that Richardson Holdings of KY, LLC, Frakes Farm Series, a Delaware series limited liability company, is granting OSER LLC ("Orion") the exclusive right to develop, construct and operate a solar energy project on your property located in Meade County, Kentucky ("Property") under the terms and conditions described in this letter agreement. The Property consists of approximately 213.21 acres and is described in Exhibit A. The Property includes the portion described in Exhibit A-1 attached hereto ("Timber Property"). You and Orion agree to enter into a lease agreement ("Solar Lease") as generally described in this letter agreement within one year of signing this letter agreement.

Purpose. Orion shall have the exclusive right pursuant to the Solar Lease to use the Property and the unobstructed flow of radiant energy emitted from the sun upon, over and across the Property ("Solar Energy") 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 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, distribution and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with Solar Generating Equipment, roads and gates, meteorological towers 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,

CONFIDENTIAL

collectively “Solar Facilities”) on the Property; and (c) undertaking any other activities, whether accomplished by Orion or a third party authorized by Orion, that Orion reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. Orion shall have the right under the Solar Lease 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.

Payments. Orion will pay you the amounts shown on the Fee Schedule attached to this letter agreement.

Cooperation during Development Period. You agree to cooperate with Orion’s solar project development efforts, and not to do anything that might interfere with the Solar Energy on the Property or the construction of Solar Facilities, including but not limited to the following: if necessary, signing documents needed to apply for government permits or approvals for Solar Facilities, at no cost to you; not building structures, towers or buildings or planting trees on the Property that will disturb or interfere with the unobstructed flow of Solar Energy over possible locations of the Solar Facilities (as disclosed to you after you notify Orion of your desire to build a structure or plant a tree); and working with Orion to obtain a non-disturbance agreement from anyone that holds an easement, lease, option, sale contract, mortgage or lien on the Property. You acknowledge that you are not aware of any environmental contamination of the Property, or any pending or threatened lawsuits or government actions that might interfere with Solar Facilities. You also acknowledge that you are not aware of any delinquent taxes affecting the Property.

Termination. If Orion does not commence construction of a solar energy project within five (5) years of the date of this letter agreement, you may terminate this letter agreement by written notice; *provided*, however, that if Orion has filed an interconnection request and begun environmental studies of a project site within such five-year period, then you may not terminate this letter agreement if Orion commences construction of a solar energy project prior to the seventh anniversary of the date of this letter agreement. Orion may terminate this letter agreement with respect to all or part of the Property by written notice. If Orion terminates this letter agreement prior to construction as to the entire Property, Orion will provide you with a summary of any solar measurements on your Property.

Lease Term. The initial term of the Solar Lease will end 30 years after the commencement of commercial operation of the Solar Facilities. Orion may extend the initial term for one additional 10-year term.

Taxes. [REDACTED]

No Interference by Orion. If Orion builds Solar Facilities on any portion of the Property, then Orion will use commercially reasonable efforts not to interfere with your agricultural activities on the rest of the Property. In addition, Orion will be responsible for the following on the Property if they are caused by Orion’s construction or operational activities: erosion control, damage to fences, mechanic’s liens, and re-seeding and weed control after construction is complete. Construction and operation guidelines for any part of the Property other than the Project Site are in Annex I.

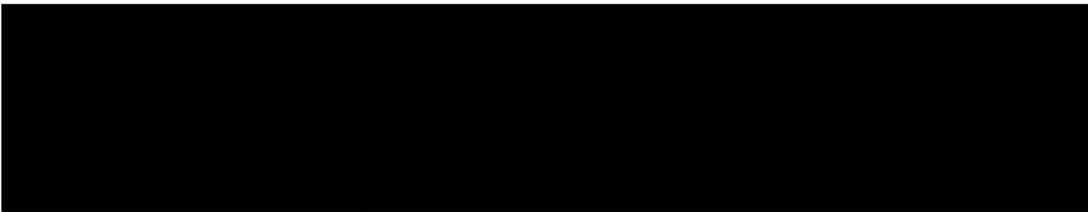
No Interference by You. If Orion builds Solar Facilities on only a portion of the Property (such portion, a “Project Site”), you may use the rest of the Property in any manner that does not interfere with Solar Energy on the Property, or construction or operation of any existing or future Solar Facilities. Owner expressly reserves the right to hunt or to allow its invitees and licensees to hunt on the Property (other than on the Project Site), so long as such hunting is done in a safe manner and does not interfere with Orion’s use of the Property and the Project Site, damage any Solar Facilities, or injure any of Orion’s personnel, business invitees, agents, contractors or property. You will indemnify Orion from any such interference, damage or injury. Notwithstanding the foregoing, you shall not permit any hunting during periods when Orion’s or its contractors’ personnel are present on the Property during construction of

CONFIDENTIAL

Solar Facilities. Such prohibition shall apply to you and your employees, invitees and licensees, and you shall include such prohibition in all agreements granting hunting rights on the Property.

Ancillary Rights. You will grant Orion access, transmission, construction, and other rights or easements on, under and across the Property, as needed to construct, operate and maintain Solar Facilities located on the Property and nearby properties (if any). If Orion builds Solar Facilities on a neighbor's property, you will allow such facilities to be located near the Property boundary. Orion may extract water from the Property or use your water rights if it pays you market rates.

Conservation Reserve Program.



Timber Property. If Orion builds Solar Facilities on the Property, then Orion may clear timber from the Timber Property as needed for construction and operations of the Solar Facilities. If Orion needs to clear timber, Orion will give you 60 days written notice before doing so. Orion will clear the timber and set it aside on the Property. You will be responsible for the prompt removal of the cut timber within 45 days after the timber has been cut, and you will retain its full value.

Indemnity; Insurance. Each party will indemnify the other party against liability for property damage or personal injury to third parties, to the extent caused by the operations or activities of the indemnifying party. Orion's indemnity includes damage to your growing crops caused by Orion's construction or operations outside of the Project Site. Orion will carry at least \$1 million of liability insurance coverage before construction begins and \$5 million of coverage after construction begins, and you will be named as an additional insured.

Termination of Lease. You may terminate the Solar Lease if Orion defaults and the default is not cured within a reasonable time after written notice of the default. Orion may terminate the Solar Lease with respect to all or part of the Property before the term expires by written notice.

Removal. When the Solar Lease terminates, Orion will remove all of its Solar Facilities from the surface of the Property, and the land surface will be restored to its original condition. *Provided*, that Orion shall not be required to restore any cleared timber. To secure the performance of this obligation, Orion will put in place decommissioning security in the form of a removal bond or other security instrument 15 years after commercial operations begin or earlier as required by county regulations. The amount of security will be the cost of removal and restoration, net of salvage value of the equipment, or the amount required by county regulations (if applicable). The provisions of this paragraph will survive termination of this Agreement.

Assignment; Financing. In connection with the development or financing of Solar Facilities on the Property, Orion may assign this letter agreement or the Solar Lease, entirely or partially, or grant subleases or other rights to third parties or affiliated entities, or encumber all or part of its leasehold interest with liens, mortgages or deeds of trust. Upon an assignment, the assignor will be released from liability when the assignee agrees in writing to perform the assigned obligations. If Orion defaults on any Solar Lease obligation, Orion's assignees and lenders will have a right to receive concurrent notice of the

CONFIDENTIAL

default from you and a reasonable opportunity to cure the default. If requested, you agree to provide customary certifications needed to obtain financing or title insurance for the Solar Facilities, at no cost to you.

Confidentiality. Neither party will disclose the financial terms of this letter agreement or the Solar Lease, except that you may discuss the financial terms with your lawyers or accountants who are assisting you in connection with this letter agreement or the Solar Lease, or with family members, and Orion may discuss or disclose these financial terms as necessary in connection with Orion's development and financing activities. Orion may record a memorandum of this letter agreement or the Solar Lease in the County's public records, without their financial terms.

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

CONFIDENTIAL

The Solar Lease may include additional customary commercial terms and conditions as may be mutually agreed by you and Orion. The terms of the Solar Lease will supersede this letter agreement in its entirety and shall control with respect to Orion's lease of your Property.

Very truly yours,


OSER LLC

By: 
Name: Heid M. Buckley
Its: Vice President

The undersigned hereby agrees that this letter fully and accurately describes the agreement between the undersigned and Orion with respect to the property described in Exhibit A.

ACCEPTED AND AGREED:

Richardson Holdings of KY, LLC,
Frakes Farm Series,
a Delaware series limited liability company

By: 
Name: Homer Lee Richardson
Its: Member
Date signed: May 30, 2017

CONFIDENTIAL

Annex I

Construction and Operation Guidelines for Agricultural Property

Roads

- To minimize erosion and facilitate natural drainage, Orion will solicit your advice on the design and location of any new roads. Orion will incorporate your advice into the final road design unless that would substantially increase construction costs over a design based on good engineering practice in the area.
- The crown of new roads will be kept to a minimum.
- Orion 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.
- Orion will maintain roads on your land to the extent necessary for Orion's use, and will use commercially reasonable efforts to minimize erosion caused by its road use.
- If the installation of Solar Facilities re-routes the natural drainage, causing drainage problems on the Property, Orion will use commercially reasonable efforts to correct such problems.

Crop Damage During Construction and Maintenance

Soil

- Orion will not remove top soil from the Property.
- Orion will work with you to minimize areas of potential soil compaction.
- In any previously cultivated portion of your land compacted by Orion outside of the Project Site, Orion will "rip" the compacted soil in at least three passes to a depth of at least 18 inches.
- Orion will use commercially reasonable efforts to minimize any damage to and disturbance of underground drainage tiles or waterways caused by its construction activities.
- Upon completion of construction on the Property, Orion will promptly repair any damage to underground drainage tiles or waterways caused by Orion's construction activities.

Weed Control

- Orion will work with you to control weeds on the portions of your land outside of the Project Site caused by Orion's activities, and will pay the costs of weed control in the following areas: graveled access roads, electric substation yard, and fenced O&M Building area.
- You are free to spray to control weeds up to the edge of the Project Site.

Gates and Fences

- When installing a gate within an existing fence, Orion will make permanent fence cuts, braces, and repairs; alternatively, you may require Orion to install a cattle guard in lieu of a gate.
- Orion will keep gates used by its personnel closed so your livestock do not stray.

CONFIDENTIAL

EXHIBIT A

Description of 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. 086-00-00-014

BEING a 213.214 acre tract located on the southerly side of KY Highway 1239 (Midway Road) and south of the intersection of Sirocco Road, approximately 0.17 mile west of KY Highway 79, and west of the community of Midway, Meade County, Kentucky, more particularly described as follows:

BEGINNING at a set 5/8" rebar on the southerly right-of-way of KY Highway 1239 corner to W. Lucas (DB 238 PG 44); THENCE with the southerly right-of-way of KY Highway 1239 the following chordal courses: S 85 deg. 51 min. 05 sec. E., 90.46'; THENCE S 83 deg. 19 min. 47 sec. E., 122.02'; THENCE S 82 deg. 15 min. 27 sec. E., 245.73'; THENCE S 82 deg. 15 min. 15 sec. E., 118.25'; THENCE S 80 deg. 19 min. 15 sec. E., 109.01'; THENCE S 77 deg. 26 min. 58 sec. E., 191.3 7' to a set 5/8" rebar corner to Allen Revocable Living Trust (DB 497 PG 554 and DB 119 PG 197); THENCE leaving KY Highway 1239 with Allen Revocable Living Trust S 14 deg. 10 min. 00 sec. W., 418.00' to a set 5/8" rebar; THENCE S 76 deg. 00 min. 33 sec. E., 208.70' to a found 3/4" pipe corner to R. Bertrand Jr. (DB 314 PG 85); THENCE with R. Bertrand Jr. S 76 deg. 04 min. 42 sec. E., 208.68' to a found 3/4" round bar in concrete corner to L. Leasor (DB 452 PG 327); THENCE with L. Leasor S 76 deg. 00 min. 20 sec. E., 150.69' to a found broken T-post corner to J. Diehl (DB 297 PG 75); THENCE with J. Diehl S 75 deg. 56 min. 43 sec. E., 216.91' to a found 1/2" rebar in concrete in the centerline of an old road bed corner to J. Diehl (DB 338 PG 177) and in the line of J. Miles (DB 109 PG 155); THENCE with J. Miles and the meanders of the centerline of the old Brandenburg-Hardinsburg Road the following courses: S 33 deg. 18 min. 24 sec. W., 198.32' to a set 5/8" rebar; THENCE S 34 deg. 17 min. 34 sec. W., 228.75' to a set 5/8" rebar; THENCE S 33 deg. 02 min. 57 sec. W., 203.49' to a set 5/8" rebar; THENCE S 35 deg. 54 min. 55 sec. W., 92.01' to a set 5/8" rebar; THENCE S 17 deg. 36 min. 01 sec. W., 96.82' to a set 5/8" rebar; THENCE S 07 deg. 42 min. 52 sec. W., 151.15' to a set 5/8" rebar; THENCE S 10 deg. 44 min. 45 sec. W., 102.25' to a set 5/8" rebar; THENCE S 08 deg. 17 min. 50 sec. W., 320.79' to a set 5/8" rebar; THENCE S 05 deg. 29 min. 28 sec. W., 83.74' to a set 5/8" rebar; THENCE S 08 deg. 32 min. 34 sec. W., 246.69' to a set 5/8" rebar; THENCE S 06 deg. 48 min. 58 sec. W., 291.24' to a set 5/8" rebar; THENCE S 13 deg. 01 min. 36 sec. W., 311.88' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to Lot 17 Gobblers Knob (PC 4 SLD 180) (K. Blevins, DB 442 PG 438); THENCE leaving said centerline of old road and said J. Miles with Lot 17, N 77 deg. 29 min. 04 sec. W., 391.60' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to Kentucky Land Holdings of Radcliff LLC (DB 557 PG 205); THENCE with Kentucky Land Holdings of Radcliff LLC N 28 deg. 20 min. 25 sec. E., 283.45' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373; THENCE N 79 deg. 30 min. 59 sec. W., 169.79' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373; THENCE S 25 deg. 23 min. 53 sec. W. 277.28' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 in the line of Lot 16 (Kentucky Land Holdings of Radcliff LLC, DB 557 PG 205); THENCE with Lot 16, N 79 deg. 47 min. 58 sec. W., 96.38' to a found 5/9" rebar with cap stamped T. W. Smith LS 2373 corner to Lot 15 Gobblers Knob (PC 3 SLD 157) (N. Allen, DB 497 PG 417); THENCE with Lot 15, N. 79 deg. 41 min. 28 sec. W., 205.74' to a found 5/8" rebar in the Easterly margin of Gobblers Knob Road; THENCE with the easterly margin of Gobblers Knob Road N 11 deg. 59 min. 18 sec. E., 88.39' to a set 5/8" rebar; THENCE N 51 deg. 31 min. 19 sec. W., 67.43' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to Lot 14 Gobblers Knob (PC 4 SLD 180) (C. Jones, DB 574 PG 325); THENCE with Lot

CONFIDENTIAL

14, N 51 deg. 12 min. 16 sec. W., 130.61' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to Lot 29 (W. Jones, DB 572 PG 368); THENCE N 51 deg. 19 min. 32 sec. W., 130.47' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373; THENCE S 44 deg. 42 min. 34 sec. W., 299.96' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 in the northerly margin of Dogwood Lane; THENCE with Dogwood Lane N 53 deg. 50 min. 14 sec. W., 21.98' to a set 5/8" rebar; THENCE S 42 deg. 31 min. 48 sec. W., 60.22' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to lot 30 (M. Cornett, DB 472 PG 430); THENCE with Lot 30, S 42 deg. 30 min. 53 sec. W., 676.00' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to C. Hardin (DB 98 PG 351); THENCE with C. Hardin N. 20 deg. 31 min. 39 sec. W., 218.99' to a found stone; THENCE N 38 deg. 35 min. 53 sec. W., 1887.57' to a found stone; THENCE S 51 deg. 44 min. 10 sec. W., 648.95' to a set 5/8" rebar corner to S. Zanone (DB 116 PG 403 Tract I); THENCE leaving said C. Hardin with S. Zanone N 24 deg. 02 min. 39 sec. W., 1309.80' to a set 5/8" rebar corner to H. L. Richardson (DB 254 PG 141 Tract I); THENCE leaving said S. Zanone with H. L. Richardson N 52 deg. 22 min. 06 sec. E., 991.43' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to S. Waters (DB 575 PG 40); THENCE with S. Waters N 52 deg. 11 min. 29 sec. E., 608.39' to a set 5/8" rebar corner to S. Richardson (DB 574 PG 242); THENCE leaving said S. Waters with S. Richardson S. 64 deg. 27 min. 31 sec. E., 256.72' to a found 5/8" pipe corner to F. Humphrey, et al (DB 526 PG 44 and DB 132 PG 219); THENCE with F. Humphrey, et al S 64 deg. 28 min. 30 sec. E., 149.71' to a found T-post corner to H. Jupin (DB 575 P 134); THENCE with H. Jupin S 64 deg. 17 min. 34 sec. E., 150.11' to a found nail at the base of a bent 1/2' pipe corner to L. Roth (DB 345 PG 224); THENCE with L. Roth S 64 deg. 31 min. 57 sec. E., 225.00' to a found 1" flat iron bar corner to J. Mattingly (DB 436 PG 110); THENCE with J. Mattingly S 64 deg. 24 min. 36 sec. E., 150.64' to a found 1" iron stake corner to S. Patterson (DB 526 PG 87); THENCE with S. Patterson S 64 deg. 32 min. 47 sec. E., 150.12' to a found 1" iron stake; THENCE N 25 deg. 39 min. 17 sec. E., 261.48' to a found 1/2" rebar with cap stamped G. S. Turner PLS 2153 on said southerly right-of-way of KY highway 1239; THENCE with highway S 86 deg. 34 min. 51 sec. E., 84.71' to a found 1" iron stake corner to H. Haynes (DB 112 PG 183); THENCE leaving said highway S 25 deg. 38 min. 22 sec. W., 294.33' to a found 1" iron stake; THENCE S 64 deg. 25 min. 18 sec. E., 369.99' to a found broken T-post; THENCE S 87 deg. 51 min. 28 sec. E., 197.39' to a found 1" pipe corner to M. Watts (DB 184 PG 74); THENCE with M. Watts S 87 deg. 44 min. 13 sec. E., 149.80' to a found 5/8" rebar corner to said W. Lucas; THENCE with W. Lucas S 87 deg. 44 min. 12 sec. E., 191.70' to a set 5/8" rebar; THENCE N 06 de g. 45 min. 15 sec. E., 419.30' to the POINT OF BEGINNING and CONTAINING 213.214 acres (more or less) according To PHYSICAL SURVEY BY Timothy W. Smith, PLS #2373 during October, 2011, per Job No. 11-167. 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 1/2" magnail with washer stamped "T. W. Smith LS 2373". The basis of bearing stated herein is based on GPS North. BEING a portion of the same property (FOURTH TRACT, FIFTH TRACT, SIXTH TRACT, SEVENTH TRACT) conveyed by deed of record in Deed Book No. 338, Page 171 in the office of the county clerk of the Meade County Court, by deed of record in Deed Book No. 338, Page 164 in the office aforesaid, by deed of record in Deed Book No. 293, Page No. 109 in the office aforesaid, and by deed of record in Deed Book No. 190, Page No. 110 in the office aforesaid.

In the event of inaccuracies or insufficiencies in the foregoing legal description, Orion may modify this Exhibit A to correct such inaccuracies or insufficiencies, and shall notify you of any such modification.

CONFIDENTIAL

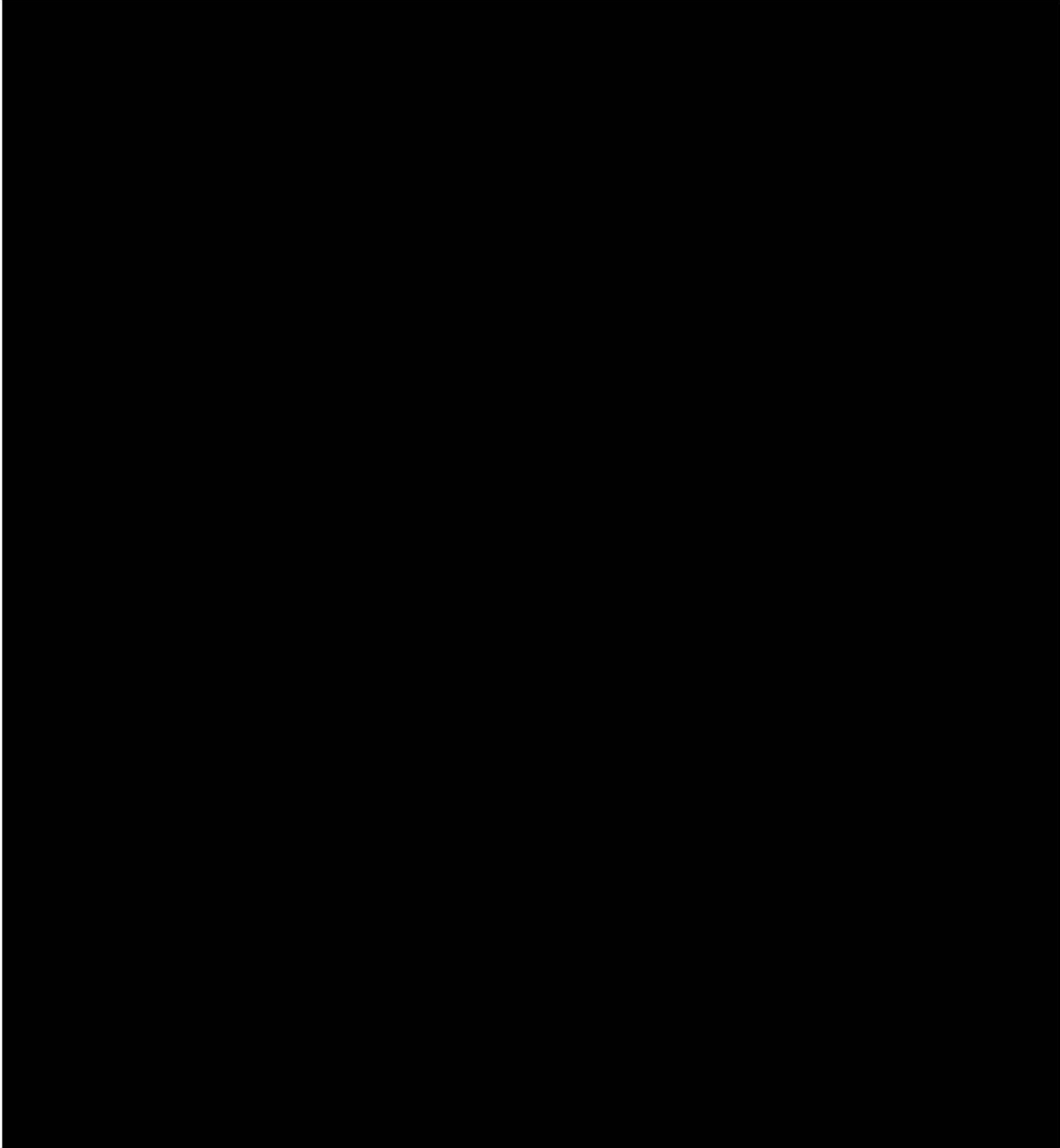
EXHIBIT A-1

DESCRIPTION OF TIMBER PROPERTY

N/A

CONFIDENTIAL

FEE SCHEDULE



LEASE AGREEMENT
(#KY-MEA1-229)

This Lease Agreement (this "Agreement") is made, dated and effective as of _____, 20__ (the "Effective Date"), between **Alexander L. Richardson** ("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 October 24, 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 165.0 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]

(a) Initial Rent. [REDACTED]

[Redacted]

(b) Operational Rent.

[Redacted]

[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 *Conservation Stewardship Program.*

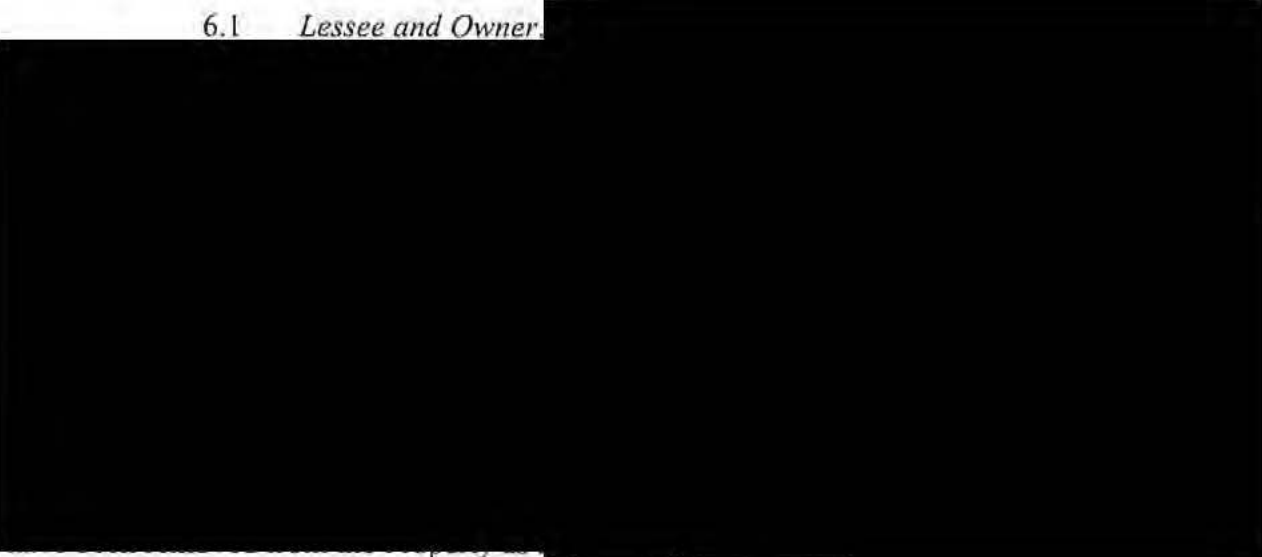
[REDACTED]

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.

(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 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.

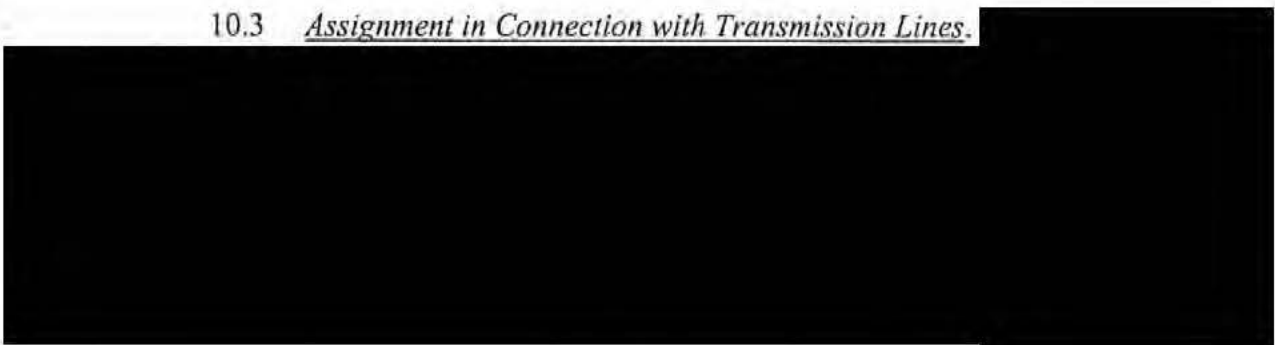
9.5 Transfers by Owner. Owner shall have full right and authority to sell, convey, mortgage, or transfer to one or more transferees, all of Owner's right, title and interest in and to the Property, but any such sale or other transfer shall be subject to the Construction Easement, the Transmission Easement,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

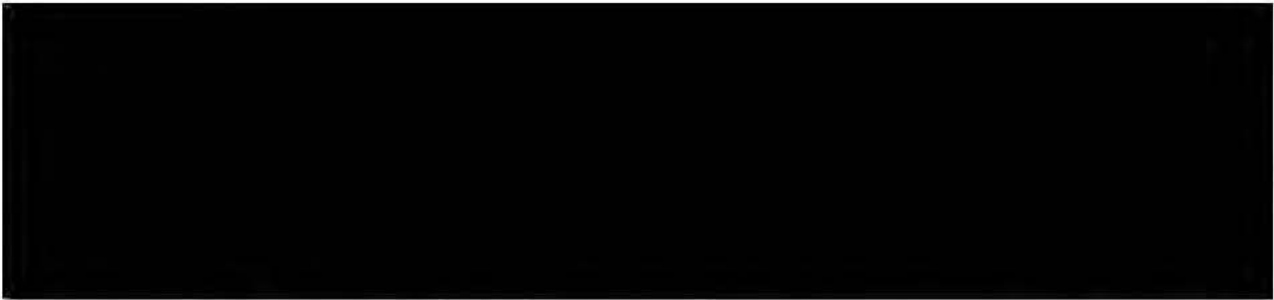
10. Transmission.

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.

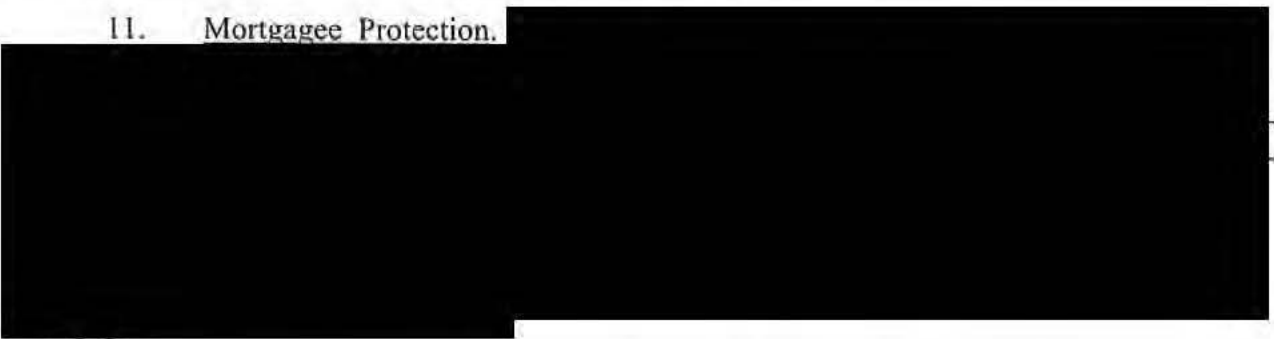
10.3 Assignment in Connection with Transmission Lines.



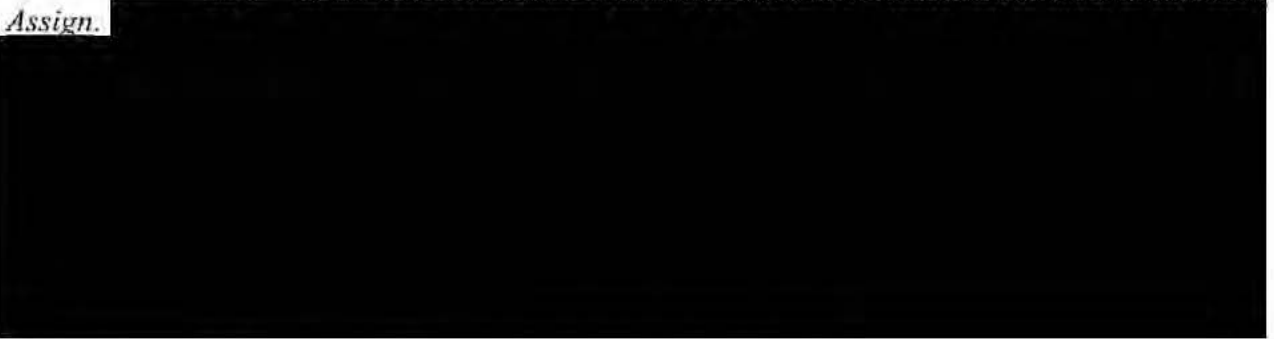


10.4 *Term; Assignment.* The term of the Transmission Easement shall expire upon expiration or termination of this Agreement, except that if Lessee grants a utility or other duly authorized entity any rights pursuant to Section 10.3, then the term of the Transmission Easement shall be perpetual. Lessee (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.

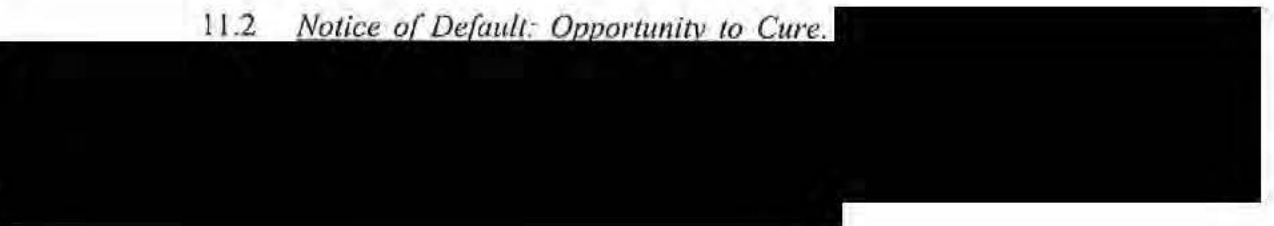
11. *Mortgagee Protection.*



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



11.2 *Notice of Default; Opportunity to Cure.*



[REDACTED]

[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

Leaschold 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.

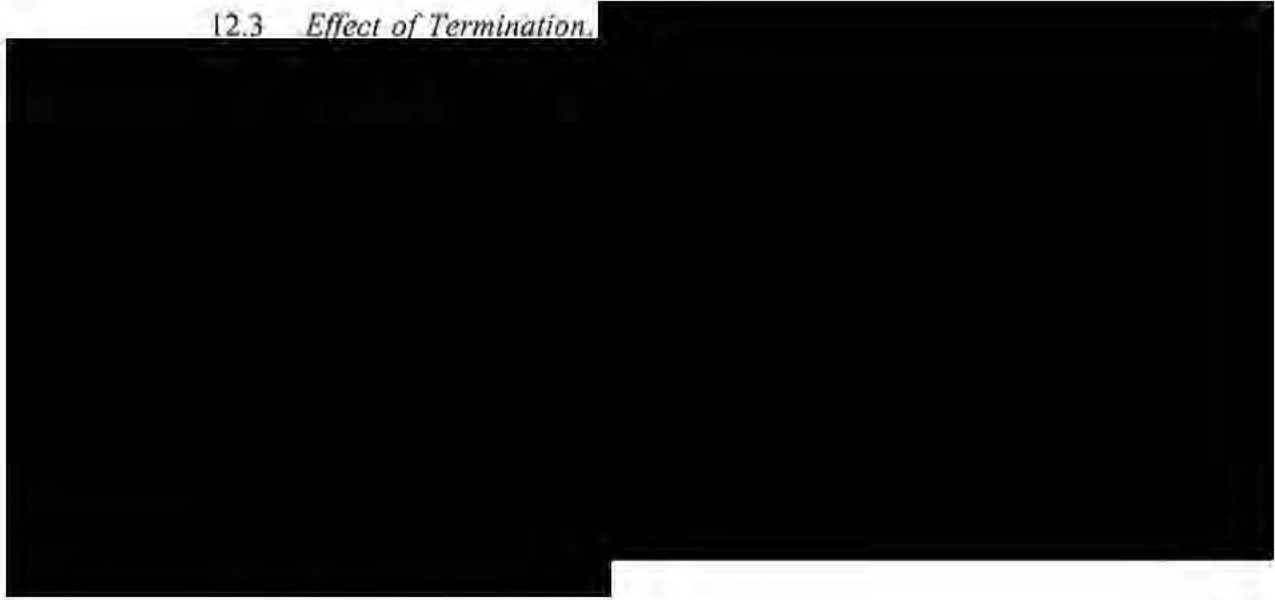
12.1 Lessee's Right to Terminate.

[REDACTED]

12.2 Owner's Right to Terminate.

[REDACTED]

12.3 *Effect of Termination.*



12.4 *Security for Removal.*



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:

Alexander L. Richardson
280 Homer Richardson Road
Brandenburg, KY 40108

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.

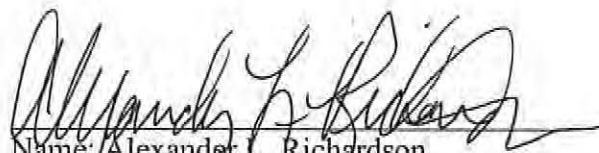
13.11 *Further Assurances.* From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments, 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”



Name: Alexander L. Richardson

[Signatures continued on following page.]

“Lessee”

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

By: _____
Name: _____
Title: _____

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. 087-00-00-024.05 (165 acres)

TRACT I:

Situated along the southeast side of Kentucky Highway 79 being about 3810' northeast of Kentucky Highway 428 and being a part of a 134 acre tract as conveyed by deed to Stephen Edgar Robbins in Deed Book 444, Page 159 of the Meade County, Kentucky Clerk's records and being more particularly described as follows:

Beginning at a 5/8" iron pin found at the northwesterly most corner of Lot 7 of the Livers Estate (Plat Cabinet 6, Slide 162) and being in the southerly right-of-way of Kentucky Highway 79, thence with the line of said Lot 7 for the following 5 courses and distances S 39°12'56" E 222.43' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence; S 40°49'19" E 54.50' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence; S 41°31'58" E 127.26' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence; S 40°26'47" E 156.21' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence; N 52°11'02" E 5.08' to an iron pin set; Thence by new division through the grantor's lands S 42°31'38" E 294.96' to a 5/8" iron pin and cap found stamped T.W. Smith 2373 at the corner of Richardson Holdings of Ky, LLC ALR Property Series 25.000 acre tract (D.B. 622, Pg. 330); Thence with the line of said 25.000 acre tract S 42°31'38" E 135.37' to a point; Thence continuing with the line of said 25.000 acre tract S 41°56'30" E 151.58' to a point; Thence still 11, 10, 9 and 8 N 52°11'02" E 1264.63' to a 5/8" iron pin and cap found stamped T.W. Smith 2373 at the corner of Lot 8; Thence with the line of said Lot 8 for the following 4 courses and distance, N 40°33'18" W 155.00' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence; N 41°28'11" W 127.31' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence; N 40°50' 11" W 54.83' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence; N 39°11'30" W 216.39' to a 5/8" iron pin and cap found stamped T.W. Smith 2373 in the southerly right- of-way of Kentucky Highway 79; Thence with the southerly right-of-way of Kentucky Highway 79 N 33°01'11" E 20.95' to the beginning containing 20.00 acres of land more or less.

The above legal description is based on an actual field survey completed by Matthew D. Sibole, PLS 3869 on July 2, 2018.

All iron pins set are 5/8" diameter by 18" in length with green plastic cap stamped M. Sibole, PLS 3869.

All bearings listed herein are based on Kentucky Single Zone State Plane Coordinate System NAD83, (2011), Epoch 2010, NAVD88 Geoid 12B.

Being the same property conveyed to Richardson Holdings of KY, LLC, ALR Properties Series, by deed dated July 13, 2018, of record in Deed Book 664, Page 401 in the office of the Meade County Court Clerk.

TRACT II:

BEING a 15.000 acre tract located east of KY Highway 428 and southeast of KY Highway 79, near the community of Haysville, Meade County, Kentucky, more particularly described as follows:

BEGINNING at a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to A. Flaherty (DB 325 PG 230) and T. Tobin (DB 631 PG 128); THENCE with T. Tobin S 53 deg. 14 min. 44 sec. W., 24.06' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373; THENCE N 36 deg. 44 min. 44 sec. W., 472.49' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to Richardson Holdings of KY LLC, ALR Property Series (DB 612 PG 173); THENCE leaving said T. Tobin with Richardson Holdings of KY LLC, ALR Property Series N 53 deg. 16 min. 01 sec. E., 1386.85' to a set 5/8" rebar; THENCE leaving said Richardson Holdings of KY LLC, ALR Property Series with a new line in S. Robbins (WB T, PG 8 and DB 444 PG 159 Parcel II) S 36 deg. 44 min. 44 sec: E., 468.99' to a set 5/8" rebar in the line of J. Butler (DB 172 PG 138 and DB 161 PG 258); THENCE with J. Butler S 52 deg. 58 min. 34 sec. W., 302.19' to a found oak stump corner to said A. Flaherty; THENCE with A. Flaherty S 53 deg. 09 min. 40 sec. W., passing a found 5/8" rebar with cap stamped T. W. Smith LS 2373 at 20.00', a total distance of 1060.61' to the POINT OF BEGINNING and CONTAINING 15.000 acres (more or less) according to a physical survey by Timothy W. Smith, PLS #2373 during June, 2017, per Job No. 14-219D.

Being the same property conveyed to Richardson Holdings of KY, LLC, ALR Property Series, by deed dated July 14, 2017, of record in Deed Book 651, Page 83, in the office of the Meade County Court Clerk.

TRACT III:

BEING a 20.000 acre tract located southeast of KY Highway 79 and northeast of KY Highway 428, near the community of Haysville, Meade County, Kentucky, more particularly described as follows:

BEGINNING at a found 5/8" rebar with cap stamped T. W. Smith LS 2373 in the line of N. T. Hardesty (DB 574 PG 056) corner Richardson Holdings of KY LLC ALR Property Series (DB 622 PG 330) and S. Robbins (WB T, PG 8 and DB 444 PG 156 Parcel II First Tract); THENCE with N. T. Hardesty S 37 deg. 58 min. 56 sec. E., 531.70' to a set 5/8" rebar; THENCE leaving said N. T. Hardesty with new lines in said S. Robbins S 52 deg. 09 min. 19 sec. W., 1356.18' to a set 5/8" rebar; THENCE N 63 deg. 04 min. 52 sec. W., 105.46' to a set 5/8" rebar; THENCE S 41 deg. 37 min. 24 sec. W., 192.26' to a set 5/8" rebar on the northerly margin of an existing 30'

Right-of-way Easement; THENCE continuing with new lines in said Robbins and with the northerly margin of the existing 30' Right-of-way Easement the following chordal courses: N 82 deg. 40 min. 24 sec. W., 40.12'; THENCE N 71 deg. 51 min. 43 sec. W., 63.89'; THENCE N 57 deg. 00 min. 54 sec. W., 72.05'; THENCE N 45 deg. 57 min. 43 sec. W., 160.35'; THENCE N 42 deg. 52 min. 15 sec. W., 163.88' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to said Richardson Holdings of KY LLC ALR Property Series; THENCE with Richardson Holdings of KY LLC ALR Property Series N 52 deg. 09 min. 19 sec. E., 1713.57' to the POINT OF BEGINNING and CONTAINING 20.000 acres (more or less) according to a physical survey by Timothy W. Smith, PLS #2373 during April, 2016, per Job No. 14-219C.

Being the same property conveyed to Richardson Holdings of KY, LLC, ALR Property Series, by deed dated May 10, 2016, of record in Deed Book 634, Page 305, in the office of the Meade County Court Clerk.

TRACT IV:

BEING a 25.000 acre tract located southeast of KY Highway 79, approximately 3800' northeast of the intersection of KY Highway 428, near the community of Haysville, Meade County, Kentucky, more particularly described as follows:

BEGINNING at a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to Lot 1, Livers Estate (PC 6, SLD 162) (N. Hardesty, DB 574 PG 56 Parcel A) and N. Hardesty (DB 574 PG 56, Parcel B Tract 1) N 36 deg. 37 min. 14 sec. E., passing a set 5/8" rebar with cap stamped Witness T W Smith 2373 at 401.49', a total distance of 456.49' to a point in a gravel driveway corner to N Hardesty (DB 574 PG 56, Parcel B Tract 2); THENCE leaving said N. Hardesty with N. Hardesty (Tract 2) S 37 deg. 58 min. 56 sec. E., passing a set 5/8" rebar with cap stamped Witness T W Smith 2373 at 30.00', a total distance of 824.07' to a set 5/8" rebar; THENCE leaving said N. Hardesty with new lines in S. Robbins (WB T, PG 8 and DB 444 PG 156 Parcel II First Tract) S 52 deg. 09 min. 19 sec. W., 1713.57' to a set 5/8" rebar in the easterly margin of an existing 30' Right-of-way Easement; THENCE with the easterly margin of the existing 30' Right-of-way Easement and continuing with new lines in said S. Robbins the following chordal courses: N 42 deg. 52 min. 15 sec. W., 62.63'; THENCE N 41 deg. 56 min. 28 sec. W., 151.59'; THENCE N 42 deg. 31 min. 36 sec. W., 135.33' to a set 5/8" rebar; THENCE leaving said right-of-way easement and continuing with new lines in said S. Robbins N 52 deg. 09 min. 19 sec. E., 296.37' to a set 5/8" rebar; THENCE N 42 dg. 31 min. 36 sec. W., 294.94' to a set 5/8" rebar in the line of Lot 6 (CESD Rehabs LLC etal, DB 614 PG 25 and DB 614 PG 28); THENCE with Lot 6, N 52 deg. 08 min. 54 sec. E., 68.38' to a found 5/8" rebar corner to Lot 5 (M. Wheeler, DB 518 PG 99); THENCE with Lot 5, N 52 deg. 12 min. 55 sec. E., 191.83' to a found 5/8" rebar corner to Lot 4 (J. Bergman, DB 557 PG 334); THENCE with Lot 4, N 52 deg. 08 min. 34 sec. E., 192.04' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to Lot 3 (N. Hardesty, DB 574 PG 56 Parcel A); THENCE with Lot 3, N 52 deg. 09 min. 25 sec. E., 191.81' to a found 5/8" rebar corner to Lot 2 (N. Hardesty, DB 574 PG 56 Parcel A); THENCE with Lot 2, N 52 in length, with a yellow plastic cap stamped "T.W. Smith LS 2373" or "set magnail" is a set 1½" magnail with washer stamped "T.W. SMITH LS 2373". The basis of bearing stated herein is based on GPS North.

Being the same property conveyed to Richardson Holdings of KY, LLC, ALR Property Series, by deed dated July 2, 2015, of record in Deed Book 622, Page 330, in the office of the Meade County Court Clerk.

TRACT V:

Being a newly created 25 acre parcel of land located near the town of Guston in Meade County Ky. and more particularly described as follows:

Beginning at an existing 5/8 inch rebar (M.L. Manion cap #3374), said point being along the northeasterly right-of-way of Ky. Hwy 428 and being the westerly property corner of J.D. Tobin, Jr. (Deed Book 242, page 254) and the southerly property corner of Alexander Richardson (Deed Book 566, page 569) both recorded at the Meade County Courthouse; Thence leaving said Tobin and with said right-of-way and said Richardson N 42 deg. 29 min. 29 sec. W, 532.67 ft. to an existing 5/8 inch rebar (M.L. Manion Cap #3374) and being the true point of beginning; Thence continuing with said right-of-way N 42 deg 29 min. 29 sec. W, 200 feet to a set 5/8 rebar (M.L Manion Cap #3374); Thence leaving said right-of- way with newly created property line severing the Stephen Robbins tract (Deed Book 444, Page 156) N 34 deg. 42 min. 43 sec. E, 2386.14 ft. to a set 5/8 inch rebar (M.L. Manion cap #3374); Thence with newly created property line S 40 deg. 54 min. 41 sec E, 797.39 feet to a set 5/8 inch rebar (M.L. Manion Cap #3374), said point being a northerly property corner of J.D. Tobin (Deed Book 242, Page 254); Thence with line of said Tobin S 49 deg. 13 min. 24 sec. W, 255.21 ft to an exist wood fence post, said point being a northwesterly property corner of J.D. Tobin, Jr. (Deed Book 242, Page 254) and a northeasterly corner of Alexander Richardson (Deed Book 566, Page 569); Thence leaving said Tobin and continuing with line of said Richardson N 40 deg. 59 min. 30 sec. W, 61.27 feet to an existing 5/8 inch rebar (M.L. Manion Cap #3374), said point being a northeasterly property corner of sid Richardson; thence with line of said Richardson S 47 deg 30 min 00 sec W, 2051.39 feet to the point of beginning and containing 25 acres of land.

Being the same property conveyed to Richardson Holdings of KY, LLC, ALR Property Series, by deed dated September 9, 2014, of record in Deed Book 613, Page 13, in the office of the Meade County Court Clerk.

TRACT VI:

Being a newly created 25 acre parcel of land located near the town of Guston in Meade County Ky. and more particularly described as follows:

Beginning at a set 5/8 inch rebar (M. L. Manion cap #3374), along the northeasterly right-of-way of Ky. Hwy 428 and being the westerly property corner of J.D. Tobin Jr. located in deed book 242, page 254 and the southerly property corner of Stephen Robbins located in deed book 444, page 156 both recorded at the Meade County Courthouse; Thence leaving said Tobin and with

said right-of-way and said Robbins N 42 deg. 29 min. 29 sec. W, 532.67 ft. to a set 5/8 inch rebar (M. L. Manion Cap #3374); Thence leaving said right-of-way with newly created property line severing the Stephen Robbins tract located in deed book 444, page 156, N 47 deg. 30 min. 00 sec. E. 2051.39 ft. to a set 5/8 inch rebar (M. L. Manion cap #3374), said point being along the southwesterly property line of Stephen Robbins located in deed book 444, page 159; thence with said line of Stephen Robbins (deed book 444, page 159), S 40 deg. 59 min. 30 sec. E. 532.85 ft. to a set 5/8 inch rebar (M. L. Manion Cap #3374), said point being a westerly property corner of J.D. Tobin, Jr. (deed book 242 page 254) and the northeasterly corner of Stephen Robbins (Deed book 444, Page 156); Thence with line of said Tobin and said Robbins (deed book 444, page 156), S 47 deg. 30 min. 00 sec. W, 2037.45 ft. to the point-of- beginning and containing 25 acres of land per physical survey by Mark L. Manion on July 16, 2010 and being job number 10013.

The above described parcel is subject to any easements, restrictions, overlaps, mining rights or planning and zoning regulations either implied or on record.

Being the same property conveyed to Richardson Holdings of KY, LLC, ALR Properties Series, by deed dated September 9, 2014, of record in Deed Book 613, Page 18, in the office of the Meade County Court Clerk.

TRACT VII:

BEING a 35.000 acre tract located southeast of KY Highway 79, approximately 3800' northeast of the intersection of KY Highway 428, 174.47', a total distance of 332.86' to a set 5/8" rebar; THENCE S 36 deg. 44 min. 01 sec. E., 813.15' to a set 5/8" rebar; THENCE S 53 deg. 15 min. 59 sec. W., 1787.15' to a set 5/8" rebar in the line of said J. D. Tobin Jr Estate; THENCE with J. D. Tobin Jr Estate N 36 deg. 44 min. 01 sec. W., 760.07' to the POINT OF BEGINNING and CONTAINING 35.000 acres (more or less) according to a physical survey by Timothy W. Smith, PLS #2373 during September, 2014, per Job No. 14-219.

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 1½ " magnail with washer stamped "T.W. SMITH LS 2373". The basis of bearing stated herein is based on GPS North.

Being the same property conveyed to Richardson Holdings of KY, LLC, ALR Property Series, by deed dated September 25, 2014, of record in Deed Book 612, Page 173, 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)

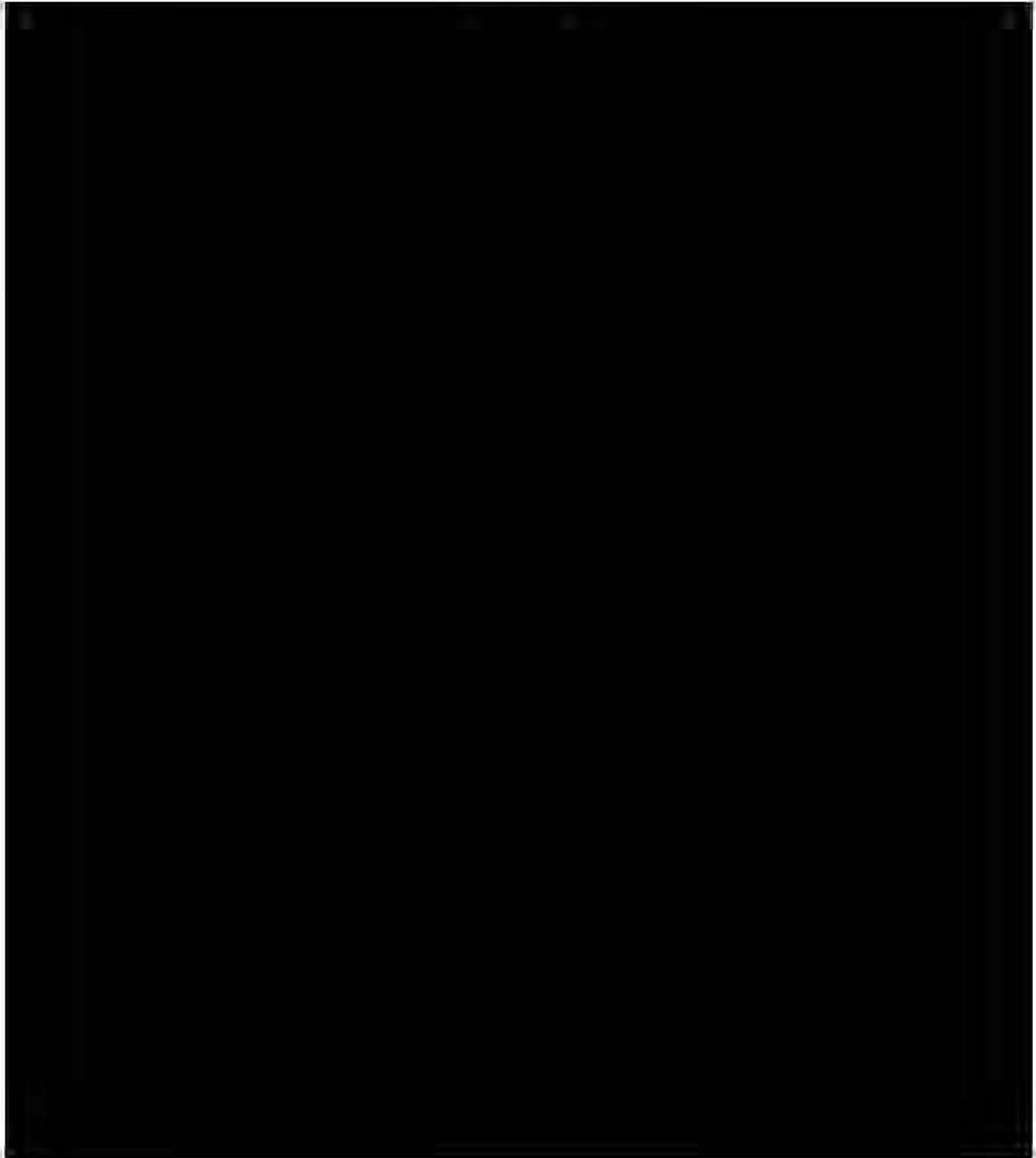
EXHIBIT A-1

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 A1 to correct such inaccuracies or insufficiencies)

EXHIBIT B



LEASE AGREEMENT

(#KY-MEA1-229)

This Lease Agreement (this "Agreement") is made, dated and effective as of _____, 20__ (the "Effective Date"), between **Alexander L. Richardson** ("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 October 24, 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 165.0 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]

(a) Initial Rent. [REDACTED]

[Redacted]

(b) Operational Rent.

[Redacted]

[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 *Conservation Stewardship 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. 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.



(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.

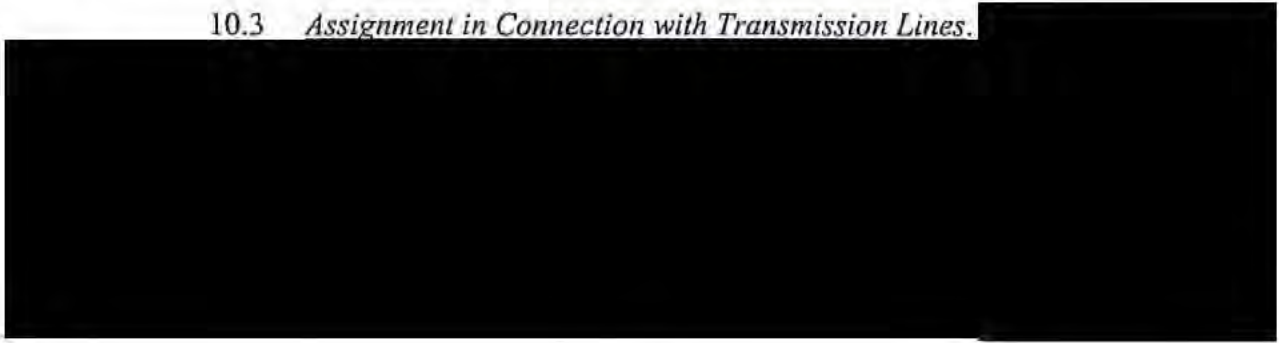
9.5 Transfers by Owner. Owner shall have full right and authority to sell, convey, mortgage, or transfer to one or more transferees, all of Owner's right, title and interest in and to the Property, but any such sale or other transfer shall be subject to the Construction Easement, the Transmission Easement,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

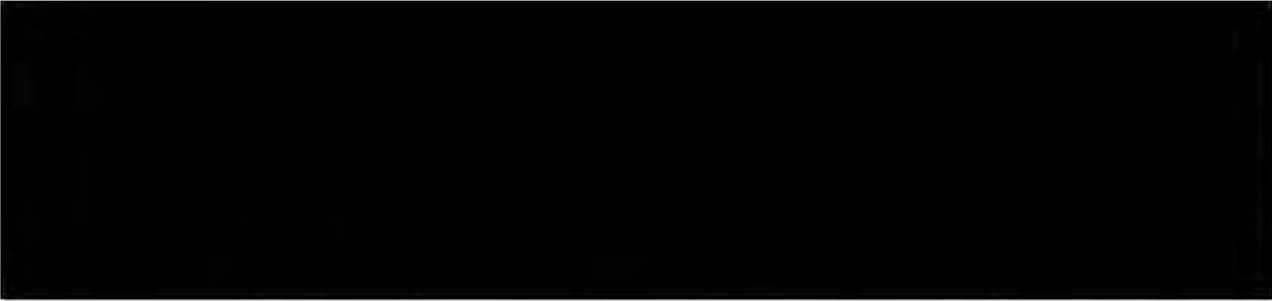
10. Transmission.

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.



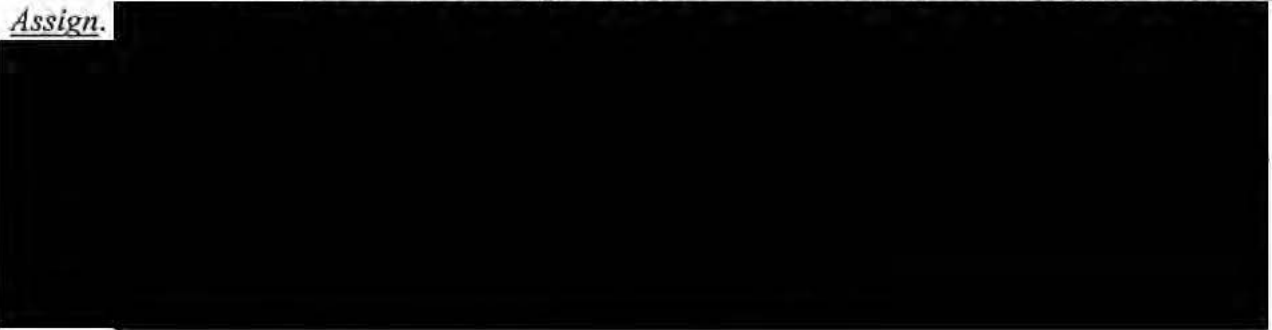


10.4 Term; Assignment. The term of the Transmission Easement shall expire upon expiration or termination of this Agreement, except that if Lessee grants a utility or other duly authorized entity any rights pursuant to Section 10.3, then the term of the Transmission Easement shall be perpetual. Lessee (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.

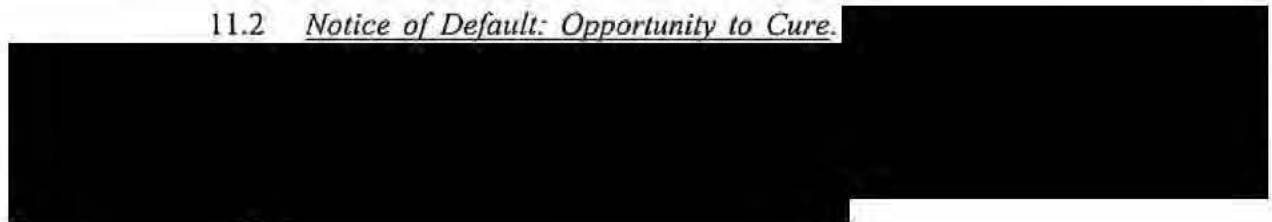
11. Mortgagee Protection.



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



11.2 Notice of Default: Opportunity to Cure.



[REDACTED]

[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.

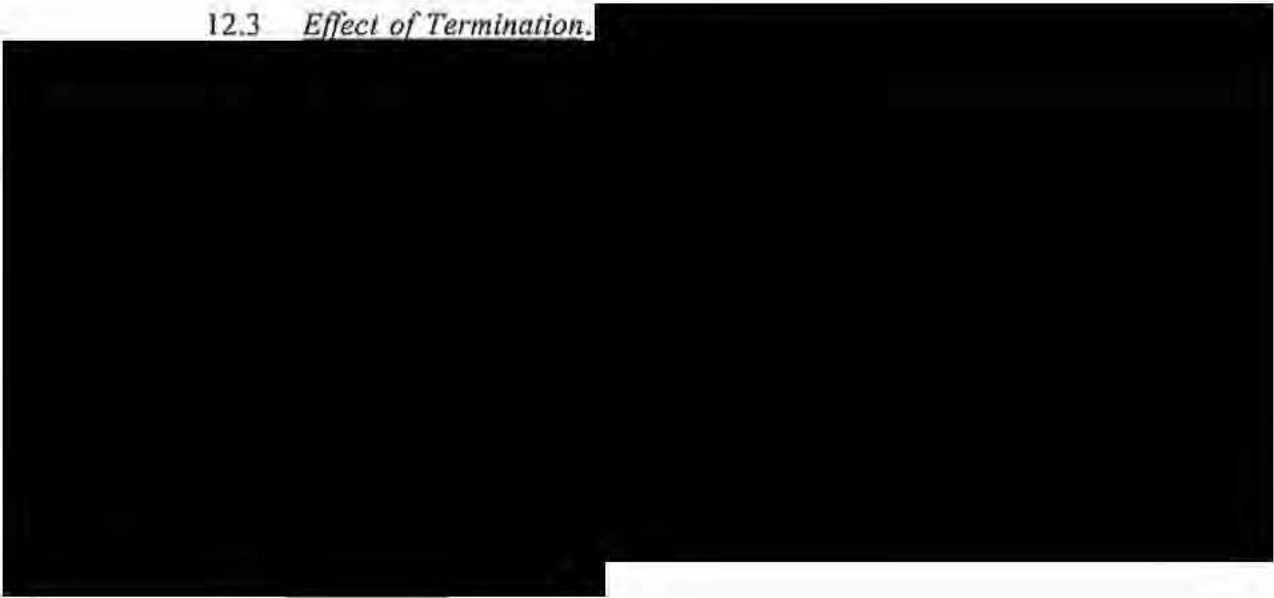
11.5 Estoppel Certificates, Etc. Owner shall execute such (a) estoppel certificates (certifying as to such matters as Lessee may reasonably request, including, without limitation, that no default then exists under this Agreement, if such be the case); (b) consents to assignment, (c) non-disturbance agreements (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.

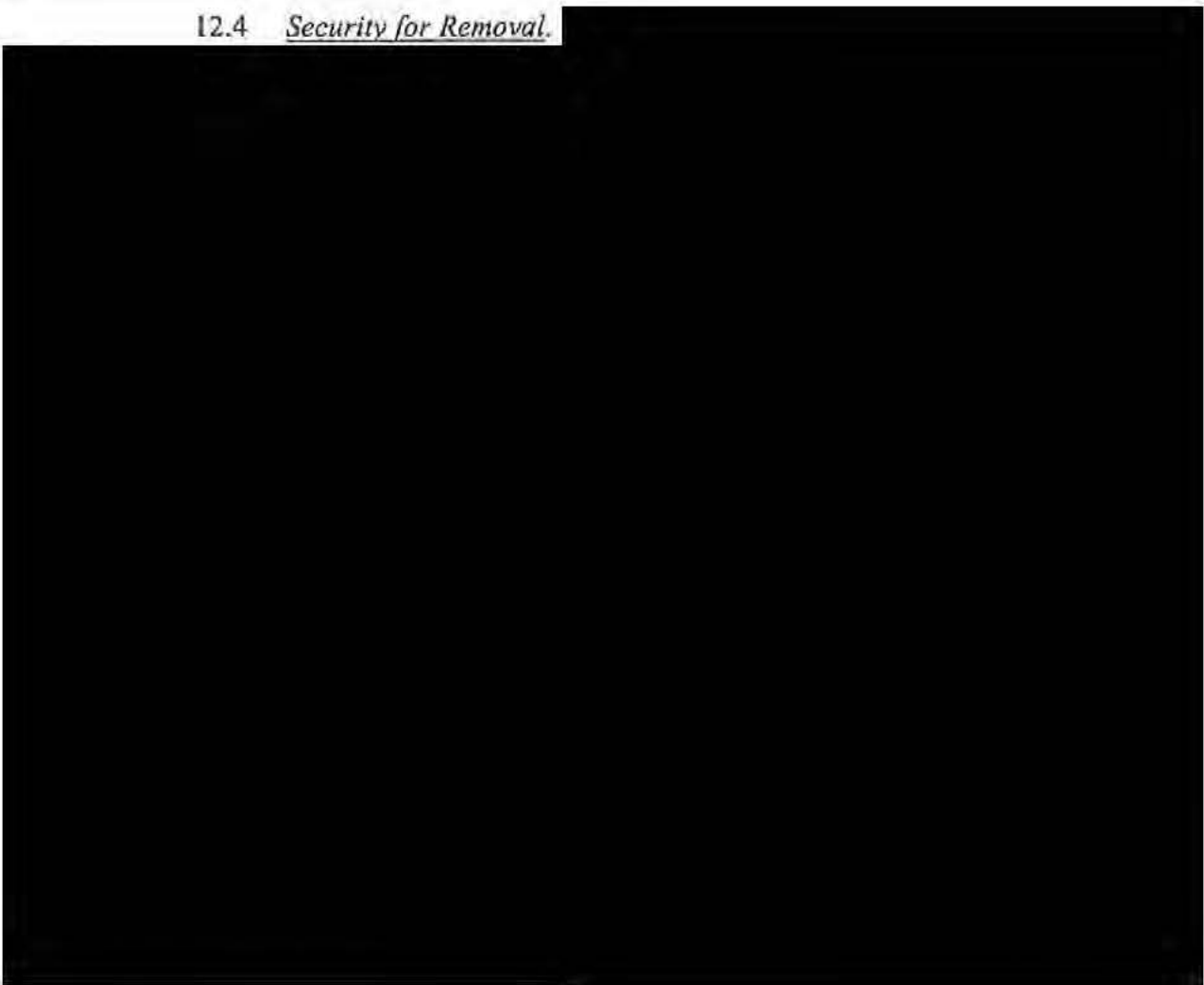
12.1 Lessee's Right to Terminate.

12.2 Owner's Right to Terminate.

12.3 Effect of Termination.



12.4 Security for Removal.



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:

Alexander L. Richardson
280 Homer Richardson Road
Brandenburg, KY 40108

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.

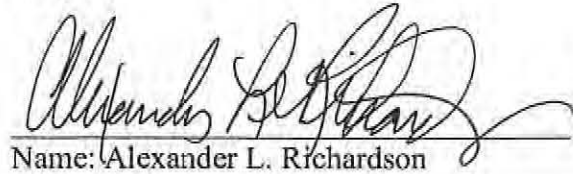
13.11 Further Assurances. From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments, 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”



A handwritten signature in black ink, appearing to read 'Alexander L. Richardson', written over a horizontal line.

Name: Alexander L. Richardson

[Signatures continued on following page.]

“Lessee”

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

By: _____

Name: _____

Title: _____

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. 087-00-00-024.05 (165 acres)

TRACT I:

Situated along the southeast side of Kentucky Highway 79 being about 3810' northeast of Kentucky Highway 428 and being a part of a 134 acre tract as conveyed by deed to Stephen Edgar Robbins in Deed Book 444, Page 159 of the Meade County, Kentucky Clerk's records and being more particularly described as follows:

Beginning at a 5/8" iron pin found at the northwesterly most corner of Lot 7 of the Livers Estate (Plat Cabinet 6, Slide 162) and being in the southerly right-of-way of Kentucky Highway 79, thence with the line of said Lot 7 for the following 5 courses and distances S 39°12'56" E 222.43' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence; S 40°49'19" E 54.50' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence; S 41°31'58" E 127.26' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence; S 40°26'47" E 156.21' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence; N 52°11'02" E 5.08' to an iron pin set; Thence by new division through the grantor's lands S 42°31'38" E 294.96' to a 5/8" iron pin and cap found stamped T.W. Smith 2373 at the corner of Richardson Holdings of Ky, LLC ALR Property Series 25.000 acre tract (D.B. 622, Pg. 330); Thence with the line of said 25.000 acre tract S 42°31'38" E 135.37' to a point; Thence continuing with the line of said 25.000 acre tract S 41°56'30" E 151.58' to a point; Thence still 11, 10, 9 and 8 N 52°11'02" E 1264.63' to a 5/8" iron pin and cap found stamped T.W. Smith 2373 at the corner of Lot 8; Thence with the line of said Lot 8 for the following 4 courses and distance, N 40°33'18" W 155.00' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence; N 41°28'11" W 127.31' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence; N 40°50' 11" W 54.83' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence; N 39°11'30" W 216.39' to a 5/8" iron pin and cap found stamped T.W. Smith 2373 in the southerly right- of-way of Kentucky Highway 79; Thence with the southerly right-of-way of Kentucky Highway 79 N 33°01'11" E 20.95' to the beginning containing 20.00 acres of land more or less.

The above legal description is based on an actual field survey completed by Matthew D. Sibole, PLS 3869 on July 2, 2018.

All iron pins set are 5/8" diameter by 18" in length with green plastic cap stamped M. Sibole, PLS 3869.

All bearings listed herein are based on Kentucky Single Zone State Plane Coordinate System NAD83, (2011), Epoch 2010, NAVD88 Geoid 12B.

Being the same property conveyed to Richardson Holdings of KY, LLC, ALR Properties Series, by deed dated July 13, 2018, of record in Deed Book 664, Page 401 in the office of the Meade County Court Clerk.

TRACT II:

BEING a 15.000 acre tract located east of KY Highway 428 and southeast of KY Highway 79, near the community of Haysville, Meade County, Kentucky, more particularly described as follows:

BEGINNING at a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to A. Flaherty (DB 325 PG 230) and T. Tobin (DB 631 PG 128); THENCE with T. Tobin S 53 deg. 14 min. 44 sec. W., 24.06' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373; THENCE N 36 deg. 44 min. 44 sec. W., 472.49' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to Richardson Holdings of KY LLC, ALR Property Series (DB 612 PG 173); THENCE leaving said T. Tobin with Richardson Holdings of KY LLC, ALR Property Series N 53 deg. 16 min. 01 sec. E., 1386.85' to a set 5/8" rebar; THENCE leaving said Richardson Holdings of KY LLC, ALR Property Series with a new line in S. Robbins (WB T, PG 8 and DB 444 PG 159 Parcel II) S 36 deg. 44 min. 44 sec: E., 468.99' to a set 5/8" rebar in the line of J. Butler (DB 172 PG 138 and DB 161 PG 258); THENCE with J. Butler S 52 deg. 58 min. 34 sec. W., 302.19' to a found oak stump corner to said A. Flaherty; THENCE with A. Flaherty S 53 deg. 09 min. 40 sec. W., passing a found 5/8" rebar with cap stamped T. W. Smith LS 2373 at 20.00', a total distance of 1060.61' to the POINT OF BEGINNING and CONTAINING 15.000 acres (more or less) according to a physical survey by Timothy W. Smith, PLS #2373 during June, 2017, per Job No. 14-219D.

Being the same property conveyed to Richardson Holdings of KY, LLC, ALR Property Series, by deed dated July 14, 2017, of record in Deed Book 651, Page 83, in the office of the Meade County Court Clerk.

TRACT III:

BEING a 20.000 acre tract located southeast of KY Highway 79 and northeast of KY Highway 428, near the community of Haysville, Meade County, Kentucky, more particularly described as follows:

BEGINNING at a found 5/8" rebar with cap stamped T. W. Smith LS 2373 in the line of N. T. Hardesty (DB 574 PG 056) corner Richardson Holdings of KY LLC ALR Property Series (DB 622 PG 330) and S. Robbins (WB T, PG 8 and DB 444 PG 156 Parcel II First Tract); THENCE with N. T. Hardesty S 37 deg. 58 min. 56 sec. E., 531.70' to a set 5/8" rebar; THENCE leaving said N. T. Hardesty with new lines in said S. Robbins S 52 deg. 09 min. 19 sec. W., 1356.18' to a set 5/8" rebar; THENCE N 63 deg. 04 min. 52 sec. W., 105.46' to a set 5/8" rebar; THENCE S 41 deg. 37 min. 24 sec. W., 192.26' to a set 5/8" rebar on the northerly margin of an existing 30'

Right-of-way Easement; THENCE continuing with new lines in said Robbins and with the northerly margin of the existing 30' Right-of-way Easement the following chordal courses: N 82 deg. 40 min. 24 sec. W., 40.12'; THENCE N 71 deg. 51 min. 43 sec. W., 63.89'; THENCE N 57 deg. 00 min. 54 sec. W., 72.05'; THENCE N 45 deg. 57 min. 43 sec. W., 160.35'; THENCE N 42 deg. 52 min. 15 sec. W., 163.88' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to said Richardson Holdings of KY LLC ALR Property Series; THENCE with Richardson Holdings of KY LLC ALR Property Series N 52 deg. 09 min. 19 sec. E., 1713.57' to the POINT OF BEGINNING and CONTAINING 20.000 acres (more or less) according to a physical survey by Timothy W. Smith, PLS #2373 during April, 2016, per Job No. 14-219C.

Being the same property conveyed to Richardson Holdings of KY, LLC, ALR Property Series, by deed dated May 10, 2016, of record in Deed Book 634, Page 305, in the office of the Meade County Court Clerk.

TRACT IV:

BEING a 25.000 acre tract located southeast of KY Highway 79, approximately 3800' northeast of the intersection of KY Highway 428, near the community of Haysville, Meade County, Kentucky, more particularly described as follows:

BEGINNING at a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to Lot 1, Livers Estate (PC 6, SLD 162) (N. Hardesty, DB 574 PG 56 Parcel A) and N. Hardesty (DB 574 PG 56, Parcel B Tract 1) N 36 deg. 37 min. 14 sec. E., passing a set 5/8" rebar with cap stamped Witness T W Smith 2373 at 401.49', a total distance of 456.49' to a point in a gravel driveway corner to N Hardesty (DB 574 PG 56, Parcel B Tract 2); THENCE leaving said N. Hardesty with N. Hardesty (Tract 2) S 37 deg. 58 min. 56 sec. E., passing a set 5/8" rebar with cap stamped Witness T W Smith 2373 at 30.00', a total distance of 824.07' to a set 5/8" rebar; THENCE leaving said N. Hardesty with new lines in S. Robbins (WB T, PG 8 and DB 444 PG 156 Parcel II First Tract) S 52 deg. 09 min. 19 sec. W., 1713.57' to a set 5/8" rebar in the easterly margin of an existing 30' Right-of-way Easement; THENCE with the easterly margin of the existing 30' Right-of-way Easement and continuing with new lines in said S. Robbins the following chordal courses: N 42 deg. 52 min. 15 sec. W., 62.63'; THENCE N 41 deg. 56 min. 28 sec. W., 151.59'; THENCE N 42 deg. 31 min. 36 sec. W., 135.33' to a set 5/8" rebar; THENCE leaving said right-of-way easement and continuing with new lines in said S. Robbins N 52 deg. 09 min. 19 sec. E., 296.37' to a set 5/8" rebar; THENCE N 42 dg. 31 min. 36 sec. W., 294.94' to a set 5/8" rebar in the line of Lot 6 (CESD Rehabs LLC etal, DB 614 PG 25 and DB 614 PG 28); THENCE with Lot 6, N 52 deg. 08 min. 54 sec. E., 68.38' to a found 5/8" rebar corner to Lot 5 (M. Wheeler, DB 518 PG 99); THENCE with Lot 5, N 52 deg. 12 min. 55 sec. E., 191.83' to a found 5/8" rebar corner to Lot 4 (J. Bergman, DB 557 PG 334); THENCE with Lot 4, N 52 deg. 08 min. 34 sec. E., 192.04' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to Lot 3 (N. Hardesty, DB 574 PG 56 Parcel A); THENCE with Lot 3, N 52 deg. 09 min. 25 sec. E., 191.81' to a found 5/8" rebar corner to Lot 2 (N. Hardesty, DB 574 PG 56 Parcel A); THENCE with Lot 2, N 52 in length, with a yellow plastic cap stamped "T.W. Smith LS 2373" or "set magnail" is a set 1½" magnail with washer stamped "T.W. SMITH LS 2373". The basis of bearing stated herein is based on GPS North.

Being the same property conveyed to Richardson Holdings of KY, LLC, ALR Property Series, by deed dated July 2, 2015, of record in Deed Book 622, Page 330, in the office of the Meade County Court Clerk.

TRACT V:

Being a newly created 25 acre parcel of land located near the town of Guston in Meade County Ky. and more particularly described as follows:

Beginning at an existing 5/8 inch rebar (M.L. Manion cap #3374), said point being along the northeasterly right-of-way of Ky. Hwy 428 and being the westerly property corner of J.D. Tobin, Jr. (Deed Book 242, page 254) and the southerly property corner of Alexander Richardson (Deed Book 566, page 569) both recorded at the Meade County Courthouse; Thence leaving said Tobin and with said right-of-way and said Richardson N 42 deg. 29 min. 29 sec. W, 532.67 ft. to an existing 5/8 inch rebar (M.L. Manion Cap #3374) and being the true point of beginning; Thence continuing with said right-of-way N 42 deg 29 min, 29 sec. W, 200 feet to a set 5/8 rebar (M.L Manion Cap #3374); Thence leaving said right-of- way with newly created property line severing the Stephen Robbins tract (Deed Book 444, Page 156) N 34 deg. 42 min. 43 sec. E, 2386.14 ft. to a set 5/8 inch rebar (M.L. Manion cap #3374); Thence with newly created property line S 40 deg. 54 min. 41 sec E, 797.39 feet to a set 5/8 inch rebar (M.L. Manion Cap #3374), said point being a northerly property corner of J.D. Tobin (Deed Book 242, Page 254); Thence with line of said Tobin S 49 deg. 13 min. 24 sec. W, 255.21 ft to an exist wood fence post, said point being a northwesterly property corner of J.D. Tobin, Jr. (Deed Book 242, Page 254) and a northeasterly corner of Alexander Richardson (Deed Book 566, Page 569); Thence leaving said Tobin and continuing with line of said Richardson N 40 deg. 59 min. 30 sec. W, 61.27 feet to an existing 5/8 inch rebar (M.L. Manion Cap #3374), said point being a northeasterly property corner of sid Richardson; thence with line of said Richardson S 47 deg 30 min 00 sec W, 2051.39 feet to the point of beginning and containing 25 acres of land.

Being the same property conveyed to Richardson Holdings of KY, LLC, ALR Property Series, by deed dated September 9, 2014, of record in Deed Book 613, Page 13, in the office of the Meade County Court Clerk.

TRACT VI:

Being a newly created 25 acre parcel of land located near the town of Guston in Meade County Ky. and more particularly described as follows:

Beginning at a set 5/8 inch rebar (M. L. Manion cap #3374), along the northeasterly right-of-way of Ky. Hwy 428 and being the westerly property corner of J.D. Tobin Jr. located in deed book 242, page 254 and the southerly property corner of Stephen Robbins located in deed book 444, page 156 both recorded at the Meade County Courthouse; Thence leaving said Tobin and with

said right-of-way and said Robbins N 42 deg. 29 min. 29 sec. W, 532.67 ft. to a set 5/8 inch rebar (M. L. Manion Cap #3374); Thence leaving said right-of-way with newly created property line severing the Stephen Robbins tract located in deed book 444, page 156, N 47 deg. 30 min. 00 sec. E. 2051.39 ft. to a set 5/8 inch rebar (M. L. Manion cap #3374), said point being along the southwesterly property line of Stephen Robbins located in deed book 444, page 159; thence with said line of Stephen Robbins (deed book 444, page 159), S 40 deg. 59 min. 30 sec. E. 532.85 ft. to a set 5/8 inch rebar (M. L. Manion Cap #3374), said point being a westerly property corner of J.D. Tobin, Jr. (deed book 242 page 254) and the northeasterly corner of Stephen Robbins (Deed book 444, Page 156); Thence with line of said Tobin and said Robbins (deed book 444, page 156), S 47 deg. 30 min. 00 sec. W, 2037.45 ft. to the point-of- beginning and containing 25 acres of land per physical survey by Mark L. Manion on July 16, 2010 and being job number 10013.

The above described parcel is subject to any easements, restrictions, overlaps, mining rights or planning and zoning regulations either implied or on record.

Being the same property conveyed to Richardson Holdings of KY, LLC, ALR Properties Series, by deed dated September 9, 2014, of record in Deed Book 613, Page 18, in the office of the Meade County Court Clerk.

TRACT VII:

BEING a 35.000 acre tract located southeast of KY Highway 79, approximately 3800' northeast of the intersection of KY Highway 428, 174.47', a total distance of 332.86' to a set 5/8" rebar; THENCE S 36 deg. 44 min. 01 sec. E., 813.15' to a set 5/8" rebar; THENCE S 53 deg. 15 min. 59 sec. W., 1787.15' to a set 5/8" rebar in the line of said J. D. Tobin Jr Estate; THENCE with J. D. Tobin Jr Estate N 36 deg. 44 min. 01 sec. W., 760.07' to the POINT OF BEGINNING and CONTAINING 35.000 acres (more or less) according to a physical survey by Timothy W. Smith, PLS #2373 during September, 2014, per Job No. 14-219.

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 1/2 " magnail with washer stamped "T.W. SMITH LS 2373". The basis of bearing stated herein is based on GPS North.

Being the same property conveyed to Richardson Holdings of KY, LLC, ALR Property Series, by deed dated September 25, 2014, of record in Deed Book 612, Page 173, 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)

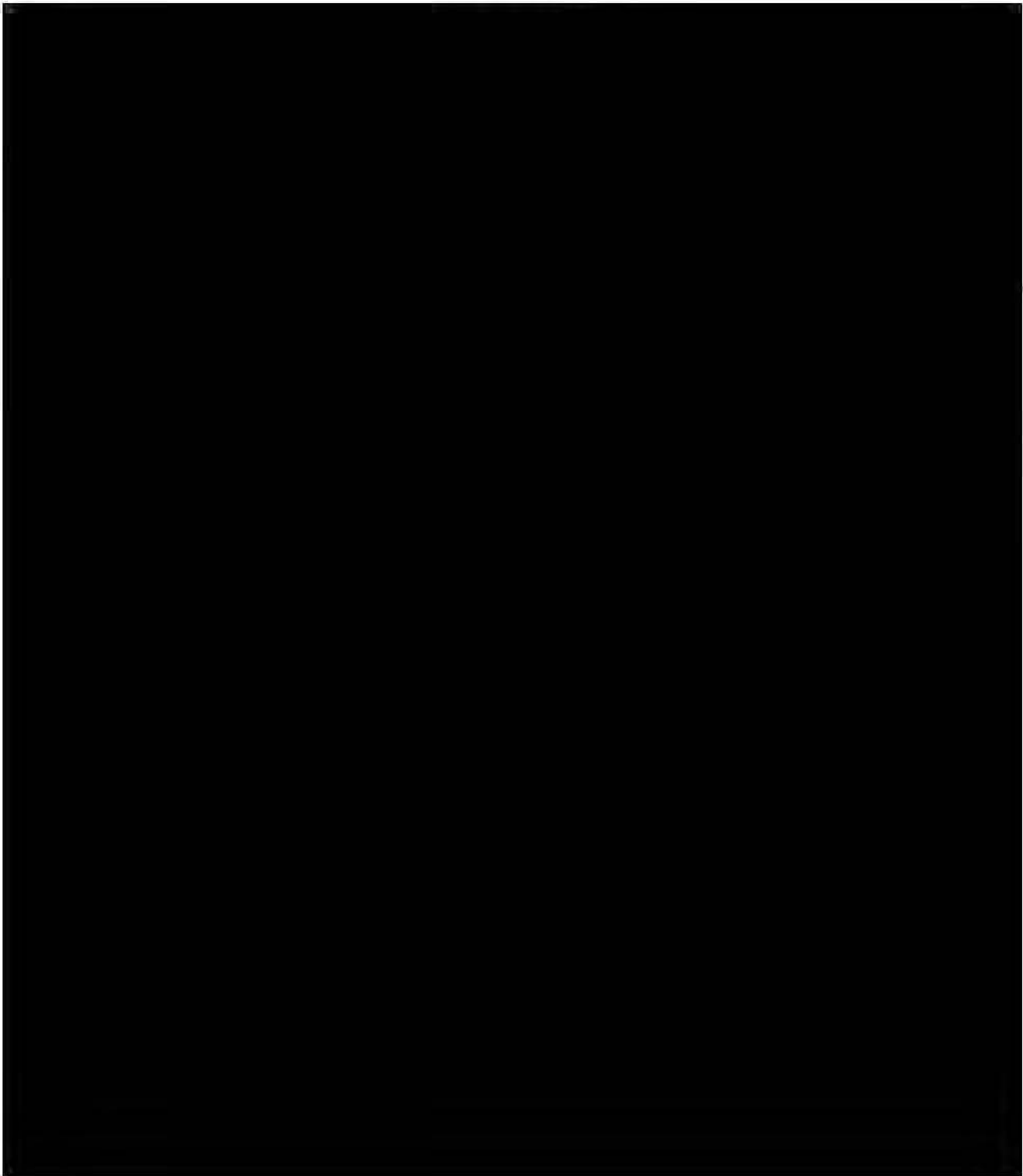
EXHIBIT A-1

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 A1 to correct such inaccuracies or insufficiencies)

EXHIBIT B



LEASE AGREEMENT

(#KY-MEA1-195)

This Lease Agreement (this "Agreement") is made, dated and effective as of April 13, 2020 (the "Effective Date"), between **Earl Roach and Shirley Roach, 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 February 10, 2020 (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 57.6 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.

(a) Initial Rent.

[Redacted]

(b) Operational Rent.

[Redacted]

[Redacted]

[Redacted]

4.2 *Inflation Adjustment.*

[Redacted]

4.3 *Overhead Power Lines, Underground Collection Lines, Roads.*

[Redacted]

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

[REDACTED]

4.4 Substation, Switchyard, etc.

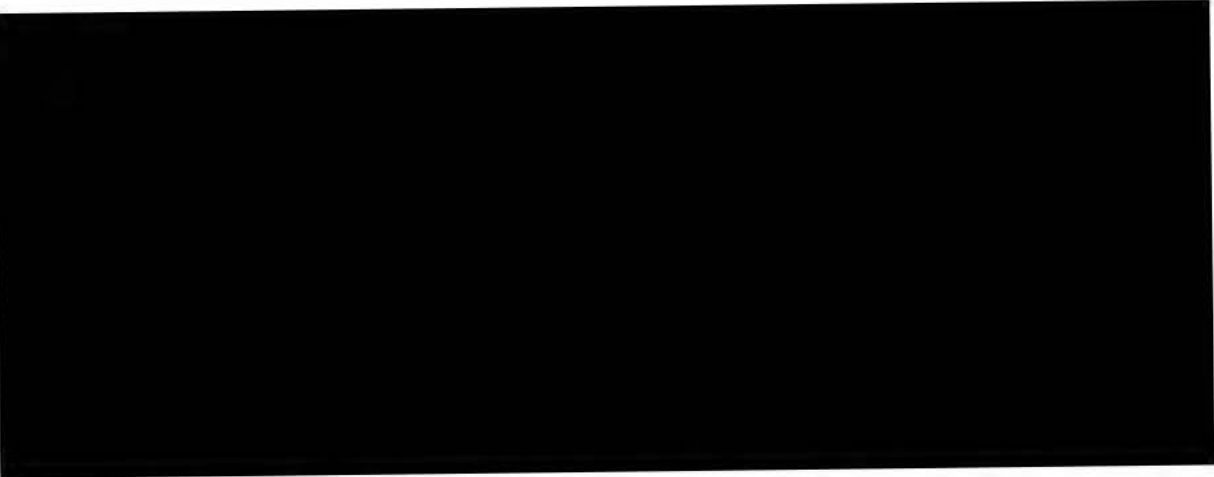
[REDACTED]

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 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.

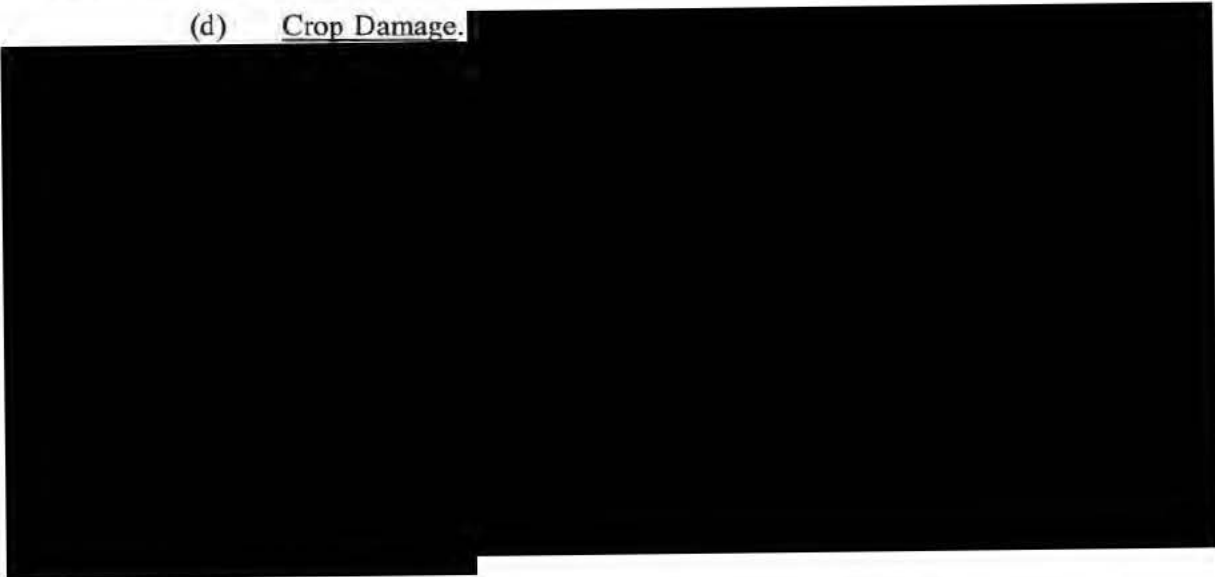
(a) Construction and Siting. Lessee will consult with Owner (or, at Owner's request, with Owner's then-current tenant) prior to the Start of Construction to describe Lessee's plan and schedule for construction on the Property. As part of the consultation, Lessee will present a preliminary site map showing 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.

(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.

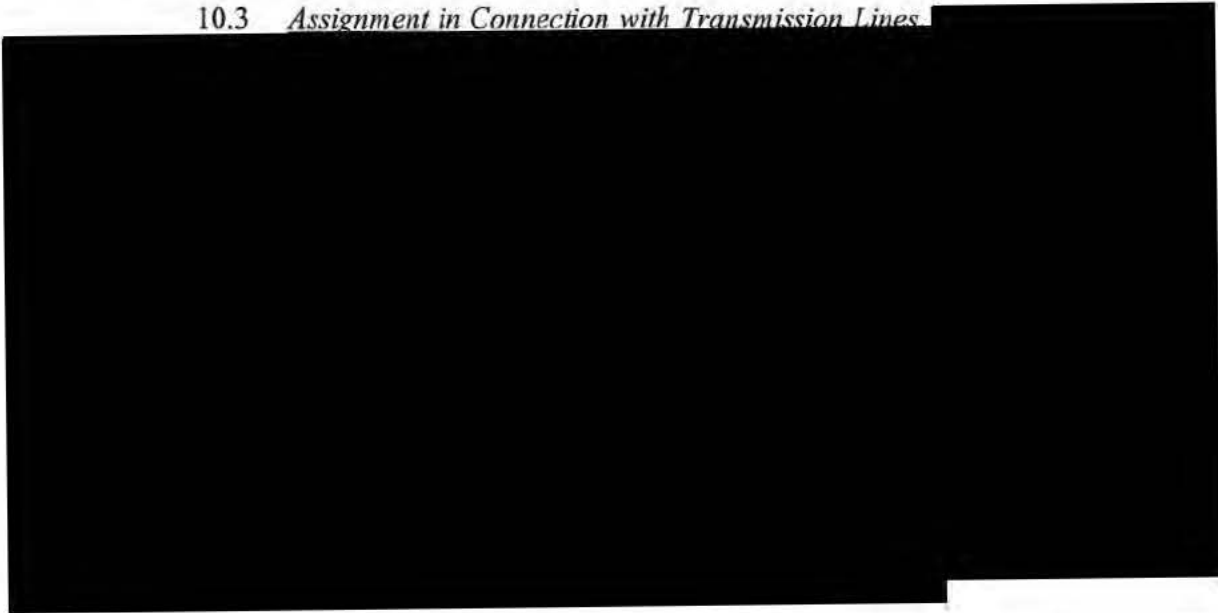
9.5 Transfers by Owner. Owner shall have full right and authority to sell, convey, mortgage, or transfer to one or more transferees, all of Owner's right, title and interest in and to the Property, but any such sale or other transfer shall be subject to the Construction Easement, the Transmission Easement,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



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]

(a)

[Redacted]

(b)

[Redacted]

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

(f)

[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.*

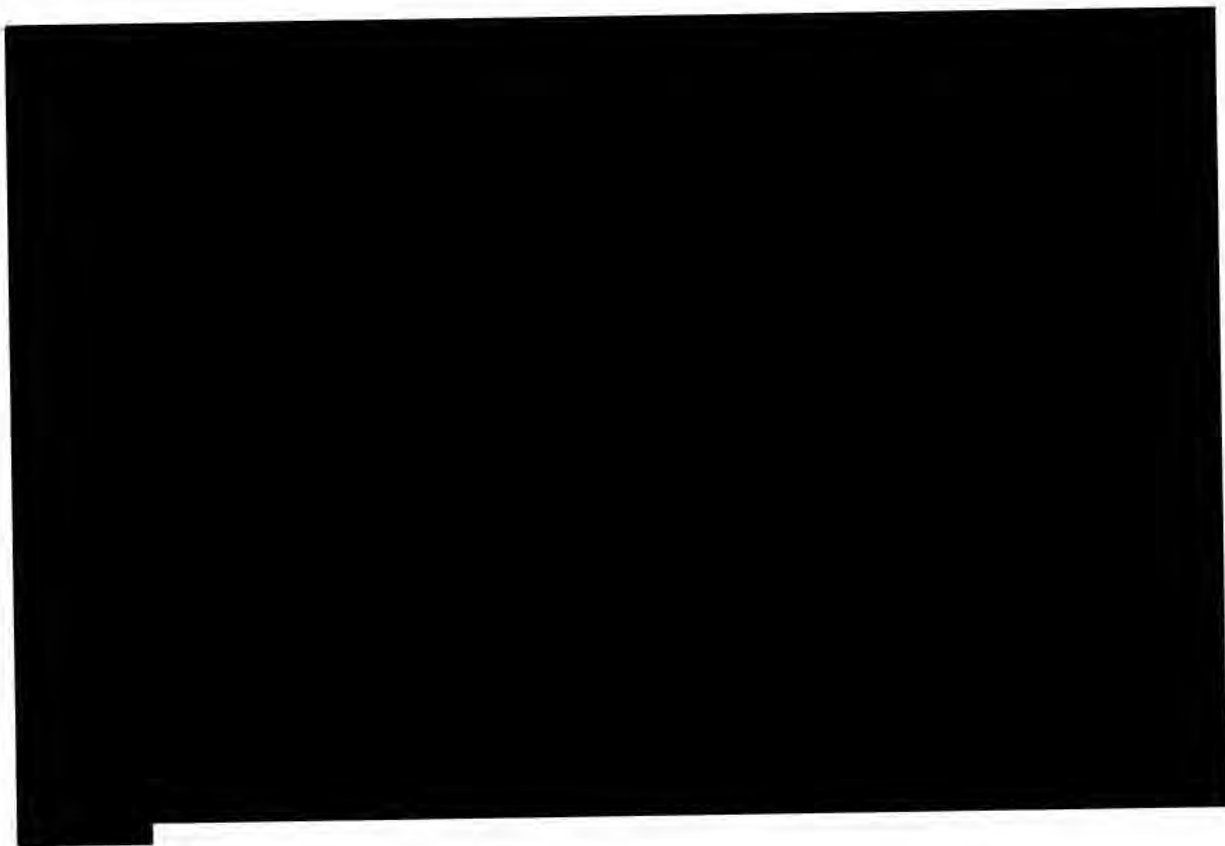
[REDACTED]

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:

Earl and Shirley Roach
2595 Midway Road
Brandenburg, KY 40108

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”

Earl Roach
Name: Earl Roach

Shirley Roach
Name: Shirley Roach

[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. 111-37 and 111-39A (57.6 acres)

A certain tract or parcel of land lying and being in the Webster community of Breckinridge County, Ky., and being more particularly described as follows:

Being Lot No. 3 Aliene Kays Sub-Division as set forth on the plat of Aliene Kays Sub-Division, recorded in Plat Cabinet A, Slide 381 in the Breckinridge County Clerk's Office.

Being a part of the same property conveyed to Aliene Kays and Richard Leon Kays, her husband, by deed dated July 18, 1992, from Martha Pollock and Elmer Pollock, her husband, recorded in Deed Book 213 at page 639 in the Breckinridge County Clerk's Office.

ALSO

Parcels 17 and 18 of the Martha Pollock Estate Farm, plat of record in Plat Cabinet A, Slide 204, of record in the County Court Clerk of Breckinridge County.

Being part of the same property conveyed to Jesse D. Pollock and Martha Pollock, his wife, by deed of record in Deed Book 92, at Page 261, in the Breckinridge County Court Clerk's Office.

Jesse D. Pollock subsequently passed away and pursuant to joint survivorship provisions of said deed title vested in Martha Pollock. Martha Pollock subsequently passed away leaving the above real property to Sandra D. Albright, formerly Pollock, Marshall Pollock and Ellison E. Pollock pursuant to her Last Will and Testament as recorded in Will Book 14, at Page 659, in the Breckinridge County Court 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

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

1.

[REDACTED]

2.

[REDACTED]

3.

[REDACTED]

4.

[REDACTED]

5.

[REDACTED]

LEASE AGREEMENT

(#KY-MEA1-153)

This Lease Agreement (this "Agreement") is made, dated and effective as of May 28, 2020 (the "Effective Date"), between **Stephen Edgar Robbins and Stacey Robbins, 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 October 24, 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 53.81 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 Substation, Switchyard, etc.

[Redacted]

4.5 Conservation Stewardship 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 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]

[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]

[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 disaffirmation 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]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

12.2 Owner's Right to Terminate [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[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:

Stephen and Stacey Robbins
74700 Hwy. 79
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

[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: Stephen Edgar Robbins


Name: Stacey Robbins

[Signatures continued on following page.]

“Lessee”

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

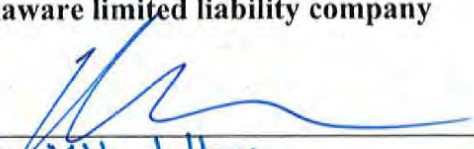
By: 
Name: Michael Haas
Title: President

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. 087-00-00-024.10 (25 acres) and 087-00-00-024.50 (28.81 acres)

TRACT 1:

BEGINNING at a post being the N.E. corner of Highway No. 79 and Highway No. 428; thence with highway No. 428 S. 41 E. 1053' to a post corner to Tobin; thence with his line N. 49 E. 2042' to a corner; thence N. 39 3/4 W., 1773' to Highway No. 79; thence with Highway No. 79 S. 30 1/4 W., 2188' to a post; thence S. 15 E., 24' to the beginning and containing 65.21 acres of land, more or less.

AND

TRACT 2:

PARCEL I: BEGINNING at a stone in the line of H. B. Livers corner to H. O. Robbins on the North side of the outlet; thence with the line of the Livers land, N 48 1/4 E 200' to a stone in the Livers line; thence S 47 E 140' to H. O. Robbins corner; thence with his line S 48 1/4 W 200' to the outlet. With the outlet N 47 W 140' to the beginning. By survey of W. D. Richardson, June 3, 1953.

PARCEL II: FIRST TRACT: BEGINNING at a stone corner to Chris Bewley's in H. B. Livers line; thence with Bewley's line S 42 1/2 E. 119 1/2 poles to a stake or stone in a pond at the N/E corner of the fence; thence S 31 1/4 W. 43 poles to a stone near a hickory corner to C. M. Anderson's; thence S. 48 - 22 W. 92 1/2 poles to a stone; thence N 41 1/4 W 41 6/10 poles to a stone; thence S 49 W 70 4/5 poles to a stone in Steve Mills line; thence N 41 W. 77 1/10 poles to a stone corner to said Steve Mills and H. B. Livers; thence N 48 E. 163 3/5 poles to a hickory; thence N 32 1/2 E. 41 poles to the beginning, containing 134 acres. TRACT 2: BEGINNING at a stone in the road at the corner of W. F. Roberts original tract of 134 acres, S. 40 1/2 E. 41 1/2 poles to a stone; thence N. 49 1/4 E. 10 poles to two black jacks Hubert Bandy's corner; thence with his line S. 40 1/2 E. 33 poles to a stone Adams heirs; thence S 49 3/4 W. 64 115 poles to the Livers Road; thence N 40 W. 74 poles to a stone corner of the Livers Lane and W. F. Roberts line; thence N. 49 3/4 E 53 1/2 poles to the beginning and containing 27 21/100 acres. TRACT 3: A certain parcel or tract of land lying and being in the county of Meade, State of Kentucky about one and one half miles N.W. of the town of Guston, Ky. bounded as follows: Beginning at a stone corner to Adams Heirs thence N 49 1/2 E. 82 poles to a stone with two black oak pointers in Arien Berry's line; thence with said Berry line N. 40 W. 34 poles to a stone said Berry's corner also corner to Raymond Alexanders line; thence with Alexanders line S 49 W 81 1/2 poles to two black oaks, Alexander corners; thence with another of Alexanders lines S 41 E. 33 poles to the

beginning and containing 17 6/10 acres of land. ALSO, INCLUDED is the pass-way conveyed to H. O. Robbins by Livers Heirs of record in the Deed Book 84, Page 293, office of the Meade County Court Clerk. THERE IS EXCEPTED and not included herein a lot of land conveyed to W. O. and Dorothy Robbins in Deed Book 85, Page 575, and small lots to J. D. Tobin and Ralph Johnson.

EXCEPTING FROM TRACT 1 AND 2, THE FOLLOWING NINE PARCELS:

Parcel 1:

Being a newly created 25 acre parcel of land located near the town of Guston in Meade County Ky, And more particularly described as follows: Beginning at a set 5/8 inch rebar (M. L. Manion cap #3374), said point being along the northeasterly right-of-way of Ky. Hwy. 428 and being the westerly property corner of J. D. Tobin, Jr. (Deed Book 242, Page 254) and the southerly property corner of Alexander Richardson (deed Book 566, Page 569) both recorded at the Meade County Courthouse; thence leaving said Tobin and with said right-of-way and said Richardson N 42 deg. 29 min. 29 sec. W, 532.67 ft. to an existing 5/8 inch rebar (M. L. Manion Cap #3374) and being the true point of beginning; thence continuing with said right-of-way N 42 deg. 29 min. 29 sec. W, 200 feet to a set 5/8 rebar (M. L. Manion Cap #3374); thence leaving said right-of-way with newly created property line severing the Stephen Robbins tract (Deed Book 444, Page 156) N 34 deg. 42 min. 43 sec. E, 2386.14 ft. to a set 5/8 inch rebar (M. L. Manion cap #3374); thence with newly created property line S 40 deg. 54 min. 41 sec. E, 797.39 feet to a set 5/8 inch rebar (M. L. Manion Cap #3374), said point being a northerly property corner of J. D. Tobin (Deed Book 242, Page 254); thence with line of said Tobin S 49 deg. 13 min. 24 sec. W, 255.21 ft. to an exist wood fence post, said point being a northwesterly property corner of J. D. Tobin, Jr. (Deed Book 242, Page 254) and a northeasterly corner of Alexander Richardson (Deed Book 566, Page 569); thence leaving said Tobin and continuing with line of said Richardson N 40 deg. 59 min. 30 sec. W, 61.27 feet to an existing 5/8 inch rebar (M. L. Manion Cap #3374), said point being a northeasterly property corner of said Richardson; thence with line of said Richardson S 47 deg. 30 min. 00 sec. W, 2051.39 ft. to the point-of-beginning and containing 25 acres of land per physical survey by Mark L. Manion on Nov 16, 2011 and being job number 11086.

Parcel 2:

Being a newly created 25 acre parcel of land located near the town of Guston in Meade County Ky. And more particularly described as follows: Beginning at a set 5/8 inch rebar (M. L. Manion cap #3374), along the northeasterly right-of-way of Ky. Hwy. 428 and being the westerly property corner of J. D. Tobin Jr. located in Deed Book 242, Page 254 and the southerly property corner of Stephen Robbins located in deed Book 444, Page 156 both recorded at the Meade County Courthouse; thence leaving said Tobin and with said right-of-way and said Robbins N 42 deg. 29 min. 29 sec. W 532.67 ft. to a set 5/8 inch rebar (M. L. Manion Cap #3374); thence leaving said right-of-way with newly created property line severing the Stephen Robbins tract located in Deed Book 444, Page 156, N 47 deg. 30 min. 00 sec. E 2051.39 ft. to a set 5/8 inch rebar (M. L. Manion cap #3374), said point being along the southwesterly property line of Stephen Robbins located in Deed Book 444, Page 159; thence with said line of Stephen Robbins

(Deed Book 444, Page 159), S 40 deg. 59 min. 30 sec E 532.85 ft. to a set 5/8 inch rebar (M. L. Manion Cap #3374), said point being a westerly property corner of J. D. Tobin, Jr. (Deed Book 242 Page 254) and the northeasterly corner of Stephen Robbins (Deed Book 444, Page 156); thence with line of said Tobin and said Robbins (Deed Book 444, Page 156), S 47 deg. 30 min. 00 sec. W, 2037.45 ft. to the point-of-beginning and containing 25 acres of land per physical survey by Mark L. Manion on July 16, 2010 and being job number 10013.

Parcel 3:

BEING a 35.00 acre tract located southeast of KY Highway 79, approximately 3800' northeast of the intersection of KY Highway 428, near the community of Haysville, Meade County, Kentucky, more particularly described as follows: BEGINNING at a found 5/8" rebar with cap stamped M. L. Manion #3374 corner to J. D. Tobin Jr Estate (DB 242 PG 254) also being the southeast corner of A. Richardson (DB 581 PG 507) corner to S. Robbins (WB T, PG 8 and DB 444 PG 159); THENCE with A. Richardson N 36 deg. 47 min. 57 sec. W., 30.00' to a set 5/8" rebar; THENCE leaving said A. Richardson with new lines in said S. Robbins N 47 deg. 40 min. 18 sec. E., 1466.89' to a set 5/8" rebar; THENCE S 33 deg. 57 min. 41 sec. E. 113.92' to a set 5/8" rebar; THENCE N 54 deg. 19 min. 27 sec. E., passing a point at the end of the centerline of a 30' Right-of-way Easement at 174.47', a total distance of 332.86' to a set 5/8" rebar; THENCE S 36 deg. 44 min. 01 sec. E., 813.15' to a set 5/8" rebar; THENCE S 53 deg. 15 min. 59 sec. W. 1787.15' to a set 5/8" rebar in the line of said J. D. Tobin Jr. Estate; THENCE with J. D. Tobin Jr Estate N 36 deg. 44 min. 01 sec. W., 760.07' to the POINT OF BEGINNING and CONTAINING 35.000 acres (more or less) according to a physical survey by Timothy W. Smith, PLS #2373 during September, 2014, per Job No. 14-219. Being part of the same property conveyed to Stephen Edgar Robbins, married, by a Deed of Correction recorded April 9, 2009, and also by deed dated December 31, 1999, recorded in Deed Book 440, Page 308, both in the office of the Meade County Court Clerk.

Parcel 4:

BEING a 15.000 acre tract located east of KY Highway 428 and southeast of KY Highway 79, near the community of Haysville, Meade County, Kentucky, more particularly described as follows: BEGINNING at a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to A. Flaherty (DB 325 PG 230) and T. Tobin (DB 631 PG 128); THENCE with T. Tobin S 53 deg. 14 min. 44 sec. W., 24.06' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373; THENCE N 36 deg. 44 min. 44 sec. W., 472.49' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to Richardson Holdings of KY LLC, ALR Property Series (DB 612 PG 173); THENCE leaving said T. Tobin with Richardson Holdings of KY LLC, ALR Property Series N 53 deg. 16 min. 01 sec. E., 1386.85' to a set 5/8" rebar; THENCE leaving said Richardson Holdings of KY LLC, ALR Property Series with a new line in S. Robbins (WB T, PG 8 and DB 444 PG 159 Parcel II) S 36 deg. 44 min. 44 sec. E., 468.99' to a set 5/8" rebar in the line of J. Butler (DB 172 PG 138 and DB 161 PG 258); THENCE with J. Butler S 52 deg. 58 min. 34 sec. W., 302.19' to a found oak stump corner to said A. Flaherty; THENCE with A. Flaherty S 53 deg. 09 min. 40 sec. W., passing a found 5/8" rebar with cap stamped T. W. Smith LS 2373 at 20.00', a total distance of 1060.61' to the POINT OF BEGINNING and CONTAINING 15.000

acres (more or less) according to a physical survey by Timothy W. Smith, PLS #2373 during June, 2017, per Job No. 14-219D.

Parcel 5:

BEING a 25.000 acre tract located southeast of KY Highway 79, approximately 3800' northeast of the intersection of KY Highway 428, near the community of Haysville, Meade County, Kentucky, more particularly described as follows: BEGINNING at a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to Lot 1, Livers Estate (PC 6, SLD 162) (N. Hardesty, DB 574 PG 56 Parcel A) and N. Hardesty (DB 574 PG 56, Parcel B Tract I) N 36 deg. 37 min. 14 sec. E., passing a set 5/8" rebar with cap stamped Witness T W Smith 2373 at 401.49', a total distance of 456.49' to a point in a gravel driveway corner to N Hardesty (DB 574 PG 56, Parcel B Tract 2); THENCE leaving said N. Hardesty with N. Hardesty (Tract 2) S 37 deg. 58 min. 56 sec. E., passing a set 5/8" rebar with cap stamped Witness T W Smith 2373 at 30.00', a total distance of 824.07' to a set 5/8" rebar; THENCE leaving said N. Hardesty with new lines in S. Robbins (WB T, PG 8 and DB 444 PG 156 Parcel II First Tract) S 52 deg. 09 min. 19 sec. W., 1713.57' to a set 5/8" rebar in the easterly margin of an existing 30' Right-of-way Easement; THENCE with the easterly margin of the existing 30' Right-of-way Easement and continuing with new lines in said S. Robbins the following chordal courses: N 42 deg. 52 min. 15 sec. W., 62.63'; THENCE N 41 deg. 56 min. 28 sec. W., 151.59'; THENCE N 42 deg. 31 min. 36 sec. W., 135.33' to a set 5/8" rebar; THENCE leaving said right-of-way easement and continuing with new lines in said S. Robbins N 52 deg. 09 min. 19 sec. E., 296.37' to a set 5/8" rebar; THENCE N 42 dg. 31 min. 36 sec. W., 294.94' to a set 5/8" rebar in the line of Lot 6 (CESD Rehabs LLC etal, DB 614 PG 25 and DB 614 PG 28); THENCE with Lot 6, N 52 deg. 08 min. 54 sec. E., 68.38' to a found 5/8" rebar corner to Lot 5 (M. Wheeler, DB 518 PG 99); THENCE with Lot 5, N 52 deg. 12 min. 55 sec. E., 191.83' to a found 5/8" rebar corner to Lot 4 (J. Bergman, DB 557 PG 334); THENCE with Lot 4, N 52 deg. 08 min. 34 sec. E. 192.04' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to Lot 3 (N. Hardesty, DB 574 PG 56 Parcel A); THENCE with Lot 3, N 52 deg. 09 min. 25 sec. E., 191.81' to a found 5/8" rebar corner to Lot 2 (N. Hardesty, DB 574 PG 56 Parcel A); THENCE with Lot 2, N 52 deg. 04 min. 44 sec. E., 165.01' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to said Lot 1: THENCE with Lot 1, N 36 deg. 55 min. 04 sec. E., 225.72' to the POINT OF BEGINNING and CONTAINING 25.000 acres (more or less) according to a physical survey by Timothy W. Smith, PLS #2373 during June, 2015, per Job No. 14-219.

Parcel 6:

BEING a 20.000 acre tract located southeast of KY Highway 79 and northeast of KY Highway 428, near the community of Haysville, Meade County, Kentucky, more particularly described as follows:

BEGINNING at a found 5/8" rebar with cap stamped T. W. Smith LS 2373 in the line of N. T. Hardesty (DB 574 PG 056) corner Richardson Holdings of KY LLC ALR Property Series (DB 622 PG 330) and S. Robbins (WB T, PG 8 and DB 444 PG 156 Parcel II First Tract); THENCE with N. T. Hardesty S 37 deg. 58 min. 56 sec. E., 531.70' to a set 5/8" rebar; THENCE leaving said N. T. Hardesty with new lines in said S. Robbins S 52 deg. 09 min. 19 sec. W., 1356.18' to a set 5/8" rebar; THENCE N 63 deg. 04 min. 52 sec. W., 105.46' to a set 5/8" rebar; THENCE S

41 deg. 37 min. 24 sec. W., 192.26' to a set 5/8" rebar on the northerly margin of an existing 30' Right-of-way Easement; THENCE continuing with new lines in said Robbins and with the northerly margin of the existing 30' Right-of-way Easement the following chordal courses: N 82 deg. 40 min. 24 sec. W., 40.12'; THENCE N 71 deg. 51 min. 43 sec. W., 63.89'; THENCE N 57 deg. 00 min. 54 sec. W., 72.05'; THENCE N 45 deg. 57 min. 43 sec. W., 160.35'; THENCE N 42 deg. 52 min. 15 sec. W., 163.88' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to said Richardson Holdings of KY LLC ALR Property Series; THENCE with Richardson Holdings of KY LLC ALR Property Series N 52 deg. 09 min. 19 sec. E., 1713.57' to the POINT OF BEGINNING and CONTAINING 20.000 acres (more or less) according to a physical survey by Timothy W. Smith, PLS #2373 during April, 2016, per Job No. 14-219C.

Parcel 7:

Situated along the southeast side of Kentucky Highway 79 being about 3810' northeast of Kentucky Highway 428 and being a part of a 134 acre tract as conveyed by deed to Stephen Edgar Robbins in Deed Book 444, Page 159 of the Meade County, Kentucky Clerk's records and being more particularly described as follows:

Beginning at a 5/8" iron pin found at the northwesterly most corner of Lot 7 of the Livers Estate (Plat Cabinet 6, Slide 162) and being in the southerly right-of-way of Kentucky Highway 79, thence with the line of said Lot 7 for the following 5 courses and distances S 39°12'56" E 222.43' to a 5/8" iron pin and cup found stamped T.W. Smith 2373, thence; S 40°49'19" E 54.50' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence; S 41°31'58" E 127.26' to a 5/8" iron pin and cap found stamped T.W. Smith 23731; thence; S 40°26'47" E 156.21' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence; N 52°11'02" E 5.08' to an iron pin set; Thence by new division through the grantor's lands S 42°31'38" E 294.96' to a 5/8" iron pin and cap found stamped T.W. Smith 2373 at the corner of Richardson Holdings of Ky, LLC ALR Property Series 25.00 acre tract (D.B. 622, Pg. 330); Thence with the line of said 25.000 acre tract S 42°31'38" E 135.37' to a point; Thence continuing with the line of said 25.000 acre tract S 41°56'30" E 151.581 to a point; Thence still continuing with the line of said 25.000 acre tract S 42°52'17" E 62.70' to a 5/8" iron pin and cap found stamped T.W. Smith 2373 at the corner of Richard Holdings of Ky, LLC ALR Property Series 20,000 acre tract (D.B. 634, Pg. 305); Thence by new division line through the grantor's lands S 52°09'39" W 1379.02' to an iron pin set in the line of Alexander L. Richardson's 25 acre tract (D.B. 581, Pg. 507), a 5/8" iron pin and cap found stamped T.W. Smith 2373 bears S 36°46'59" E 602.38'; Thence with the line of said Richardson's 25 acre tract N 36°46'59" W 165.14 to a 5/8" iron pin and cap found stamped Manion 3374; Thence by new division line through the grantor's lands N 33°40'10" W 479.26' to an iron pin set in the line of Lot 12 of said Livers Estates (Plat Cabinet 6, Slide 162); Thence with the line of said Lot 12 and becoming the line of Lots 11, 10, 9 and 8 N 52°11'02" E 1264.63' to a 5/8" iron pin and cap found stamped T.W. Smith 2373 at the corner of Lot 8; Thence with the line of said Lot 8 for the following 4 courses and distances, N 40°33'18" W 155.00' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence; N 41°28'11" W 127.31' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence N 40°50'11" W 54.83' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence; N 39°11'30" W 216.39' to a 5/8" iron pin and cap found stamped T.W. Smith 2373 in the southerly right-of-way of Kentucky Highway 79;

Thence with the southerly right-of-way of Kentucky Highway 79 N 33°01'11" E 20.95' to the beginning containing 20.00 acres of land more or less.

Parcel 8

Parcel I

Situated along the southerly side of ingress / egress and utility easement being east of Kentucky Highway 79 and being a part of a 134 acre tract as conveyed by deed to Stephen Edgar Robbins in Deed Book 444, Page 15 9 of the Meade County, Kentucky Clerk's records and being more particularly described as follows:

Beginning at a 5/8" iron pin and cap found stamped T.W. Smith 2373 at the northeasterly most corner of Alexander Richardson's 20.000 acre tract (Tract I),(D. B. 667, Pg. 71) and being the southwesterly most corner of Alexander L. Richardson's 20.000 acre tract (Tract 3), (D. B. 667, Pg. 71) having a Kentucky Single Zone State Plane Coordinate of N 3,857,613.3060 E 4,777,474.5230, thence with the southerly line of said Alexander L. Richardson's 20.000 acre tract (Tract 3) and the northerly line of said Ingress / Egress and utility easement for the following 5 courses and distances, S 42°51 '49" E 16 3.88' to a point, thence; S 45°57' 17" E 160.35' to a point, thence; S 57°00'28" E 72.05' to a point, thence; S 71° 51' 17" E 63.89' to a point, thence ; S 82°39' 58" E 40.12' to a 5/8" iron pin and cap found stamped T.W. Smith 2373; Thence by new division line through the grantor's lands S 35°02'43" W 54.61' to a 5/8" iron pin and cap found stamped T. W. Smith 2373 at the corner of Alexander L. Richardson's 35.000 acre tract (Tract 7)(O.B. 667, Pg. 71) ; Thence with the line of said Richardson's 35.000 acre tract S 47°40' 26" W 1467.02' to a 5/8" iron pin and cap found stamped T.W. Smith 2373 in the line of Alexander L. Richardson's 25 acre tract (Tract 5) (D. B. 667, Pg. 71) ; Thence with the line of said Richardson's 25 acre tract N 36°47' 05" W 602.35' to ½" iron pin and cap found stamped M. Sibole, PLS 3869 at the southeasterly most corner of said Richardson's Tract I ; Thence with the line of said Richardson 's Tract 1 N 52°09' 30" E 1378.96' to the beginning containing 17.808 acres of land more or less .

The above legal description is based on an actual field survey completed by Matthew D. Sibole, PLS 3869 on June 12, 2019.

All iron pins set are ½" diameter by 1/8 " in length with green plastic cap stamped M. Sibole, PLS 3869.

Parcel 9

Parcel II

Situated along the southerly side of ingress/egress and utility easement being east of Kentucky Highway 79 and being a part of a 134 acre tract as conveyed by deed to Stephen Edgar Robbins in Deed Book 444, Page 159 of the Meade County, Kentucky Clerk's records and being more particularly described as follows:

Commencing for reference at a 5/8" iron pin and cap found stamped T. W. Smith 2373 at the northeasterly most corner of Alexander Richardson's 20.000 acre tract (Tract I),(D. B. 667 , Pg. 71) and being the southwesterly most corner of Alexander L. Richardson's 20.000 acre tract (Tract 3),(D. B. 667, Pg. 71) having a Kentucky Single Zone State Plane Coordinate of N

3,857,613.3060 E 4,777,474.5230, thence with the southerly line of said Alexander L. Richardson's 20.000 acre tract (Tract 3) and the northerly line of said Ingress/Egress and utility easement for the following 5 courses and distances, S 42°51' 49" E 163.88' to a point, thence; S 45°57' 17" E 160.35' to a point, thence; S 57°00' 28" E 72.05' to a point, thence S 71° 51' 17" E 63.89' to a point, thence S 82°39' 58" E 40.12' to a 5/8" iron pin and cap found stamped T. W Smith 2373; Thence continuing with the line of said Richardson's 20.000 acre tract (Tract 3) for the following 3 courses and distances N 41° 36' 57" E 192.33' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence; S 63°05' 38" E 105.51' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence; N 52°09' 29" E 70.89' to an iron pin set marking the True Point of Beginning for this tract herein described; Thence continuing with the line of said Richardson's 20.000 acre tract (Tract 3) N 52°09'29" E 1285.28' to a 5/8" iron pin and cap found stamped T.W. Smith 2373 in the line of Nicholas T. & Bethany M. Hardesty (D. B. 574, Pg. 56); Thence with the line of said Hardesty S 38° 10'04" E 74.24' to an iron pin set; Thence by new division line through the grantor's lands S 52°09' 29" W 1287.15' to an iron pin set; Thence N 36°43' 37" W 74.25' to the beginning containing 2.192 acres of land more or less.

The above legal description is based on an actual field survey completed by Matthew D. Sibole, PLS 3869 on June 12, 2019.

All iron pins set are 1/2" diameter by 18" in length with green plastic cap stamped M. Sibole , PLS 3869.

Both Parcel I and Parcel II are part of the 134 acre tract conveyed to Stephen Edgar Robbins, married, by a Deed of Correction recorded April 9 , 2009, of record in Deed Book 444, Page 159, and also by deed dated December 31 , 1999 , recorded in Deed Book 440, Page 308, 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

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 A1 to correct such inaccuracies or insufficiencies)

EXHIBIT B

Purchase and Sale of Control Property

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

LEASE AGREEMENT

(#KY-MEA1-153)

This Lease Agreement (this "Agreement") is made, dated and effective as of May 28, 2020 (the "Effective Date"), between **Stephen Edgar Robbins and Stacey Robbins, 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 October 24, 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 53.81 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]

[REDACTED]

4.4 Substation, Switchyard, etc. [REDACTED]

[REDACTED]

4.5 Conservation Stewardship Program. [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]

[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]

[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 disaffirmation 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]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

12.2 Owner's Right to Terminate [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[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:

Stephen and Stacey Robbins
74700 Hwy. 79
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

[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.

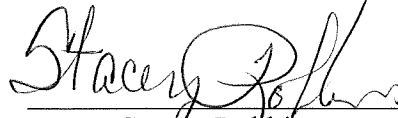
13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[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: Stephen Edgar Robbins


Name: Stacey Robbins

[Signatures continued on following page.]

“Lessee”

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

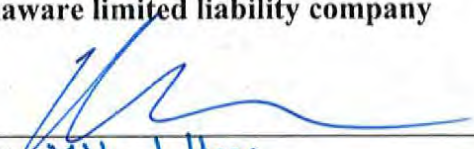
By: 
Name: Michael Haas
Title: President

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. 087-00-00-024.10 (25 acres) and 087-00-00-024.50 (28.81 acres)

TRACT 1:

BEGINNING at a post being the N.E. corner of Highway No. 79 and Highway No. 428; thence with highway No. 428 S. 41 E. 1053' to a post corner to Tobin; thence with his line N. 49 E. 2042' to a corner; thence N. 39 3/4 W., 1773' to Highway No. 79; thence with Highway No. 79 S. 30 1/4 W., 2188' to a post; thence S. 15 E., 24' to the beginning and containing 65.21 acres of land, more or less.

AND

TRACT 2:

PARCEL I: BEGINNING at a stone in the line of H. B. Livers corner to H. O. Robbins on the North side of the outlet; thence with the line of the Livers land, N 48 1/4 E 200' to a stone in the Livers line; thence S 47 E 140' to H. O. Robbins corner; thence with his line S 48 1/4 W 200' to the outlet. With the outlet N 47 W 140' to the beginning. By survey of W. D. Richardson, June 3, 1953.

PARCEL II: FIRST TRACT: BEGINNING at a stone corner to Chris Bewley's in H. B. Livers line; thence with Bewley's line S 42 1/2 E. 119 1/2 poles to a stake or stone in a pond at the N/E corner of the fence; thence S 31 1/4 W. 43 poles to a stone near a hickory corner to C. M. Anderson's; thence S. 48 - 22 W. 92 1/2 poles to a stone; thence N 41 1/4 W 41 6/10 poles to a stone; thence S 49 W 70 4/5 poles to a stone in Steve Mills line; thence N 41 W. 77 1/10 poles to a stone corner to said Steve Mills and H. B. Livers; thence N 48 E. 163 3/5 poles to a hickory; thence N 32 1/2 E. 41 poles to the beginning, containing 134 acres. TRACT 2: BEGINNING at a stone in the road at the corner of W. F. Roberts original tract of 134 acres, S. 40 1/2 E. 41 1/2 poles to a stone; thence N. 49 1/4 E. 10 poles to two black jacks Hubert Bandy's corner; thence with his line S. 40 1/2 E. 33 poles to a stone Adams heirs; thence S 49 3/4 W. 64 115 poles to the Livers Road; thence N 40 W. 74 poles to a stone corner of the Livers Lane and W. F. Roberts line; thence N. 49 3/4 E 53 1/2 poles to the beginning and containing 27 21/100 acres. TRACT 3: A certain parcel or tract of land lying and being in the county of Meade, State of Kentucky about one and one half miles N.W. of the town of Guston, Ky. bounded as follows: Beginning at a stone corner to Adams Heirs thence N 49 1/2 E. 82 poles to a stone with two black oak pointers in Arien Berry's line; thence with said Berry line N. 40 W. 34 poles to a stone said Berry's corner also corner to Raymond Alexanders line; thence with Alexanders line S 49 W 81 1/2 poles to two black oaks, Alexander corners; thence with another of Alexanders lines S 41 E. 33 poles to the

beginning and containing 17 6/10 acres of land. ALSO, INCLUDED is the pass-way conveyed to H. O. Robbins by Livers Heirs of record in the Deed Book 84, Page 293, office of the Meade County Court Clerk. THERE IS EXCEPTED and not included herein a lot of land conveyed to W. O. and Dorothy Robbins in Deed Book 85, Page 575, and small lots to J. D. Tobin and Ralph Johnson.

EXCEPTING FROM TRACT 1 AND 2, THE FOLLOWING NINE PARCELS:

Parcel 1:

Being a newly created 25 acre parcel of land located near the town of Guston in Meade County Ky, And more particularly described as follows: Beginning at a set 5/8 inch rebar (M. L. Manion cap #3374), said point being along the northeasterly right-of-way of Ky. Hwy. 428 and being the westerly property corner of J. D. Tobin, Jr. (Deed Book 242, Page 254) and the southerly property corner of Alexander Richardson (deed Book 566, Page 569) both recorded at the Meade County Courthouse; thence leaving said Tobin and with said right-of-way and said Richardson N 42 deg. 29 min. 29 sec. W, 532.67 ft. to an existing 5/8 inch rebar (M. L. Manion Cap #3374) and being the true point of beginning; thence continuing with said right-of-way N 42 deg. 29 min. 29 sec. W, 200 feet to a set 5/8 rebar (M. L. Manion Cap #3374); thence leaving said right-of-way with newly created property line severing the Stephen Robbins tract (Deed Book 444, Page 156) N 34 deg. 42 min. 43 sec. E, 2386.14 ft. to a set 5/8 inch rebar (M. L. Manion cap #3374); thence with newly created property line S 40 deg. 54 min. 41 sec. E, 797.39 feet to a set 5/8 inch rebar (M. L. Manion Cap #3374), said point being a northerly property corner of J. D. Tobin (Deed Book 242, Page 254); thence with line of said Tobin S 49 deg. 13 min. 24 sec. W, 255.21 ft. to an exist wood fence post, said point being a northwesterly property corner of J. D. Tobin, Jr. (Deed Book 242, Page 254) and a northeasterly corner of Alexander Richardson (Deed Book 566, Page 569); thence leaving said Tobin and continuing with line of said Richardson N 40 deg. 59 min. 30 sec. W, 61.27 feet to an existing 5/8 inch rebar (M. L. Manion Cap #3374), said point being a northeasterly property corner of said Richardson; thence with line of said Richardson S 47 deg. 30 min. 00 sec. W, 2051.39 ft. to the point-of-beginning and containing 25 acres of land per physical survey by Mark L. Manion on Nov 16, 2011 and being job number 11086.

Parcel 2:

Being a newly created 25 acre parcel of land located near the town of Guston in Meade County Ky. And more particularly described as follows: Beginning at a set 5/8 inch rebar (M. L. Manion cap #3374), along the northeasterly right-of-way of Ky. Hwy. 428 and being the westerly property corner of J. D. Tobin Jr. located in Deed Book 242, Page 254 and the southerly property corner of Stephen Robbins located in deed Book 444, Page 156 both recorded at the Meade County Courthouse; thence leaving said Tobin and with said right-of-way and said Robbins N 42 deg. 29 min. 29 sec. W 532.67 ft. to a set 5/8 inch rebar (M. L. Manion Cap #3374); thence leaving said right-of-way with newly created property line severing the Stephen Robbins tract located in Deed Book 444, Page 156, N 47 deg. 30 min. 00 sec. E 2051.39 ft. to a set 5/8 inch rebar (M. L. Manion cap #3374), said point being along the southwesterly property line of Stephen Robbins located in Deed Book 444, Page 159; thence with said line of Stephen Robbins

(Deed Book 444, Page 159), S 40 deg. 59 min. 30 sec E 532.85 ft. to a set 5/8 inch rebar (M. L. Manion Cap #3374), said point being a westerly property corner of J. D. Tobin, Jr. (Deed Book 242 Page 254) and the northeasterly corner of Stephen Robbins (Deed Book 444, Page 156); thence with line of said Tobin and said Robbins (Deed Book 444, Page 156), S 47 deg. 30 min. 00 sec. W, 2037.45 ft. to the point-of-beginning and containing 25 acres of land per physical survey by Mark L. Manion on July 16, 2010 and being job number 10013.

Parcel 3:

BEING a 35.00 acre tract located southeast of KY Highway 79, approximately 3800' northeast of the intersection of KY Highway 428, near the community of Haysville, Meade County, Kentucky, more particularly described as follows: BEGINNING at a found 5/8" rebar with cap stamped M. L. Manion #3374 corner to J. D. Tobin Jr Estate (DB 242 PG 254) also being the southeast corner of A. Richardson (DB 581 PG 507) corner to S. Robbins (WB T, PG 8 and DB 444 PG 159); THENCE with A. Richardson N 36 deg. 47 min. 57 sec. W., 30.00' to a set 5/8" rebar; THENCE leaving said A. Richardson with new lines in said S. Robbins N 47 deg. 40 min. 18 sec. E., 1466.89' to a set 5/8" rebar; THENCE S 33 deg. 57 min. 41 sec. E. 113.92' to a set 5/8" rebar; THENCE N 54 deg. 19 min. 27 sec. E., passing a point at the end of the centerline of a 30' Right-of-way Easement at 174.47', a total distance of 332.86' to a set 5/8" rebar; THENCE S 36 deg. 44 min. 01 sec. E., 813.15' to a set 5/8" rebar; THENCE S 53 deg. 15 min. 59 sec. W. 1787.15' to a set 5/8" rebar in the line of said J. D. Tobin Jr. Estate; THENCE with J. D. Tobin Jr Estate N 36 deg. 44 min. 01 sec. W., 760.07' to the POINT OF BEGINNING and CONTAINING 35.000 acres (more or less) according to a physical survey by Timothy W. Smith, PLS #2373 during September, 2014, per Job No. 14-219. Being part of the same property conveyed to Stephen Edgar Robbins, married, by a Deed of Correction recorded April 9, 2009, and also by deed dated December 31, 1999, recorded in Deed Book 440, Page 308, both in the office of the Meade County Court Clerk.

Parcel 4:

BEING a 15.000 acre tract located east of KY Highway 428 and southeast of KY Highway 79, near the community of Haysville, Meade County, Kentucky, more particularly described as follows: BEGINNING at a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to A. Flaherty (DB 325 PG 230) and T. Tobin (DB 631 PG 128); THENCE with T. Tobin S 53 deg. 14 min. 44 sec. W., 24.06' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373; THENCE N 36 deg. 44 min. 44 sec. W., 472.49' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to Richardson Holdings of KY LLC, ALR Property Series (DB 612 PG 173); THENCE leaving said T. Tobin with Richardson Holdings of KY LLC, ALR Property Series N 53 deg. 16 min. 01 sec. E., 1386.85' to a set 5/8" rebar; THENCE leaving said Richardson Holdings of KY LLC, ALR Property Series with a new line in S. Robbins (WB T, PG 8 and DB 444 PG 159 Parcel II) S 36 deg. 44 min. 44 sec. E., 468.99' to a set 5/8" rebar in the line of J. Butler (DB 172 PG 138 and DB 161 PG 258); THENCE with J. Butler S 52 deg. 58 min. 34 sec. W., 302.19' to a found oak stump corner to said A. Flaherty; THENCE with A. Flaherty S 53 deg. 09 min. 40 sec. W., passing a found 5/8" rebar with cap stamped T. W. Smith LS 2373 at 20.00', a total distance of 1060.61' to the POINT OF BEGINNING and CONTAINING 15.000

acres (more or less) according to a physical survey by Timothy W. Smith, PLS #2373 during June, 2017, per Job No. 14-219D.

Parcel 5:

BEING a 25.000 acre tract located southeast of KY Highway 79, approximately 3800' northeast of the intersection of KY Highway 428, near the community of Haysville, Meade County, Kentucky, more particularly described as follows: BEGINNING at a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to Lot 1, Livers Estate (PC 6, SLD 162) (N. Hardesty, DB 574 PG 56 Parcel A) and N. Hardesty (DB 574 PG 56, Parcel B Tract I) N 36 deg. 37 min. 14 sec. E., passing a set 5/8" rebar with cap stamped Witness T W Smith 2373 at 401.49', a total distance of 456.49' to a point in a gravel driveway corner to N Hardesty (DB 574 PG 56, Parcel B Tract 2); THENCE leaving said N. Hardesty with N. Hardesty (Tract 2) S 37 deg. 58 min. 56 sec. E., passing a set 5/8" rebar with cap stamped Witness T W Smith 2373 at 30.00', a total distance of 824.07' to a set 5/8" rebar; THENCE leaving said N. Hardesty with new lines in S. Robbins (WB T, PG 8 and DB 444 PG 156 Parcel II First Tract) S 52 deg. 09 min. 19 sec. W., 1713.57' to a set 5/8" rebar in the easterly margin of an existing 30' Right-of-way Easement; THENCE with the easterly margin of the existing 30' Right-of-way Easement and continuing with new lines in said S. Robbins the following chordal courses: N 42 deg. 52 min. 15 sec. W., 62.63'; THENCE N 41 deg. 56 min. 28 sec. W., 151.59'; THENCE N 42 deg. 31 min. 36 sec. W., 135.33' to a set 5/8" rebar; THENCE leaving said right-of-way easement and continuing with new lines in said S. Robbins N 52 deg. 09 min. 19 sec. E., 296.37' to a set 5/8" rebar; THENCE N 42 dg. 31 min. 36 sec. W., 294.94' to a set 5/8" rebar in the line of Lot 6 (CESD Rehabs LLC etal, DB 614 PG 25 and DB 614 PG 28); THENCE with Lot 6, N 52 deg. 08 min. 54 sec. E., 68.38' to a found 5/8" rebar corner to Lot 5 (M. Wheeler, DB 518 PG 99); THENCE with Lot 5, N 52 deg. 12 min. 55 sec. E., 191.83' to a found 5/8" rebar corner to Lot 4 (J. Bergman, DB 557 PG 334); THENCE with Lot 4, N 52 deg. 08 min. 34 sec. E. 192.04' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to Lot 3 (N. Hardesty, DB 574 PG 56 Parcel A); THENCE with Lot 3, N 52 deg. 09 min. 25 sec. E., 191.81' to a found 5/8" rebar corner to Lot 2 (N. Hardesty, DB 574 PG 56 Parcel A); THENCE with Lot 2, N 52 deg. 04 min. 44 sec. E., 165.01' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to said Lot 1; THENCE with Lot 1, N 36 deg. 55 min. 04 sec. E., 225.72' to the POINT OF BEGINNING and CONTAINING 25.000 acres (more or less) according to a physical survey by Timothy W. Smith, PLS #2373 during June, 2015, per Job No. 14-219.

Parcel 6:

BEING a 20.000 acre tract located southeast of KY Highway 79 and northeast of KY Highway 428, near the community of Haysville, Meade County, Kentucky, more particularly described as follows:

BEGINNING at a found 5/8" rebar with cap stamped T. W. Smith LS 2373 in the line of N. T. Hardesty (DB 574 PG 056) corner Richardson Holdings of KY LLC ALR Property Series (DB 622 PG 330) and S. Robbins (WB T, PG 8 and DB 444 PG 156 Parcel II First Tract); THENCE with N. T. Hardesty S 37 deg. 58 min. 56 sec. E., 531.70' to a set 5/8" rebar; THENCE leaving said N. T. Hardesty with new lines in said S. Robbins S 52 deg. 09 min. 19 sec. W., 1356.18' to a set 5/8" rebar; THENCE N 63 deg. 04 min. 52 sec. W., 105.46' to a set 5/8" rebar; THENCE S

41 deg. 37 min. 24 sec. W., 192.26' to a set 5/8" rebar on the northerly margin of an existing 30' Right-of-way Easement; THENCE continuing with new lines in said Robbins and with the northerly margin of the existing 30' Right-of-way Easement the following chordal courses: N 82 deg. 40 min. 24 sec. W., 40.12'; THENCE N 71 deg. 51 min. 43 sec. W., 63.89'; THENCE N 57 deg. 00 min. 54 sec. W., 72.05'; THENCE N 45 deg. 57 min. 43 sec. W., 160.35'; THENCE N 42 deg. 52 min. 15 sec. W., 163.88' to a found 5/8" rebar with cap stamped T. W. Smith LS 2373 corner to said Richardson Holdings of KY LLC ALR Property Series; THENCE with Richardson Holdings of KY LLC ALR Property Series N 52 deg. 09 min. 19 sec. E., 1713.57' to the POINT OF BEGINNING and CONTAINING 20.000 acres (more or less) according to a physical survey by Timothy W. Smith, PLS #2373 during April, 2016, per Job No. 14-219C.

Parcel 7:

Situated along the southeast side of Kentucky Highway 79 being about 3810' northeast of Kentucky Highway 428 and being a part of a 134 acre tract as conveyed by deed to Stephen Edgar Robbins in Deed Book 444, Page 159 of the Meade County, Kentucky Clerk's records and being more particularly described as follows:

Beginning at a 5/8" iron pin found at the northwesterly most corner of Lot 7 of the Livers Estate (Plat Cabinet 6, Slide 162) and being in the southerly right-of-way of Kentucky Highway 79, thence with the line of said Lot 7 for the following 5 courses and distances S 39°12'56" E 222.43' to a 5/8" iron pin and cup found stamped T.W. Smith 2373, thence; S 40°49'19" E 54.50' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence; S 41°31'58" E 127.26' to a 5/8" iron pin and cap found stamped T.W. Smith 23731; thence; S 40°26'47" E 156.21' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence; N 52°11'02" E 5.08' to an iron pin set; Thence by new division through the grantor's lands S 42°31'38" E 294.96' to a 5/8" iron pin and cap found stamped T.W. Smith 2373 at the corner of Richardson Holdings of Ky, LLC ALR Property Series 25.00 acre tract (D.B. 622, Pg. 330); Thence with the line of said 25.000 acre tract S 42°31'38" E 135.37' to a point; Thence continuing with the line of said 25.000 acre tract S 41°56'30" E 151.581 to a point; Thence still continuing with the line of said 25.000 acre tract S 42°52'17" E 62.70' to a 5/8" iron pin and cap found stamped T.W. Smith 2373 at the corner of Richard Holdings of Ky, LLC ALR Property Series 20,000 acre tract (D.B. 634, Pg. 305); Thence by new division line through the grantor's lands S 52°09'39" W 1379.02' to an iron pin set in the line of Alexander L. Richardson's 25 acre tract (D.B. 581, Pg. 507), a 5/8" iron pin and cap found stamped T.W. Smith 2373 bears S 36°46'59" E 602.38'; Thence with the line of said Richardson's 25 acre tract N 36°46'59" W 165.14 to a 5/8" iron pin and cap found stamped Manion 3374; Thence by new division line through the grantor's lands N 33°40'10" W 479.26' to an iron pin set in the line of Lot 12 of said Livers Estates (Plat Cabinet 6, Slide 162); Thence with the line of said Lot 12 and becoming the line of Lots 11, 10, 9 and 8 N 52°11'02" E 1264.63' to a 5/8" iron pin and cap found stamped T.W. Smith 2373 at the corner of Lot 8; Thence with the line of said Lot 8 for the following 4 courses and distances, N 40°33'18" W 155.00' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence; N 41°28'11" W 127.31' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence N 40°50'11" W 54.83' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence; N 39°11'30" W 216.39' to a 5/8" iron pin and cap found stamped T.W. Smith 2373 in the southerly right-of-way of Kentucky Highway 79;

Thence with the southerly right-of-way of Kentucky Highway 79 N 33°01'11" E 20.95' to the beginning containing 20.00 acres of land more or less.

Parcel 8

Parcel I

Situated along the southerly side of ingress / egress and utility easement being east of Kentucky Highway 79 and being a part of a 134 acre tract as conveyed by deed to Stephen Edgar Robbins in Deed Book 444, Page 15 9 of the Meade County, Kentucky Clerk's records and being more particularly described as follows:

Beginning at a 5/8" iron pin and cap found stamped T.W. Smith 2373 at the northeasterly most corner of Alexander Richardson's 20.000 acre tract (Tract I),(D. B. 667, Pg. 71) and being the southwesterly most corner of Alexander L. Richardson's 20.000 acre tract (Tract 3), (D. B. 667, Pg. 71) having a Kentucky Single Zone State Plane Coordinate of N 3,857,613.3060 E 4,777,474.5230, thence with the southerly line of said Alexander L. Richardson's 20.000 acre tract (Tract 3) and the northerly line of said Ingress / Egress and utility easement for the following 5 courses and distances, S 42°51 '49" E 16 3.88' to a point, thence; S 45°57' 17" E 160.35' to a point, thence; S 57°00'28" E 72.05' to a point, thence; S 71° 51' 17" E 63.89' to a point, thence ; S 82°39' 58" E 40.12' to a 5/8" iron pin and cap found stamped T.W. Smith 2373; Thence by new division line through the grantor's lands S 35°02'43" W 54.61' to a 5/8" iron pin and cap found stamped T. W. Smith 2373 at the corner of Alexander L. Richardson's 35.000 acre tract (Tract 7)(O.B. 667, Pg. 71) ; Thence with the line of said Richardson's 35.000 acre tract S 47°40' 26" W 1467.02' to a 5/8" iron pin and cap found stamped T.W. Smith 2373 in the line of Alexander L. Richardson's 25 acre tract (Tract 5) (D. B. 667, Pg. 71) ; Thence with the line of said Richardson's 25 acre tract N 36°47' 05" W 602.35' to ½" iron pin and cap found stamped M. Sibole, PLS 3869 at the southeasterly most corner of said Richardson's Tract I ; Thence with the line of said Richardson 's Tract 1 N 52°09' 30" E 1378.96' to the beginning containing 17.808 acres of land more or less .

The above legal description is based on an actual field survey completed by Matthew D. Sibole, PLS 3869 on June 12, 2019.

All iron pins set are ½" diameter by 1/8 " in length with green plastic cap stamped M. Sibole, PLS 3869.

Parcel 9

Parcel II

Situated along the southerly side of ingress/egress and utility easement being east of Kentucky Highway 79 and being a part of a 134 acre tract as conveyed by deed to Stephen Edgar Robbins in Deed Book 444, Page 159 of the Meade County, Kentucky Clerk's records and being more particularly described as follows:

Commencing for reference at a 5/8" iron pin and cap found stamped T. W. Smith 2373 at the northeasterly most corner of Alexander Richardson's 20.000 acre tract (Tract I),(D. B. 667 , Pg. 71) and being the southwesterly most corner of Alexander L. Richardson's 20.000 acre tract (Tract 3),(D. B. 667, Pg. 71) having a Kentucky Single Zone State Plane Coordinate of N

3,857,613.3060 E 4,777,474.5230, thence with the southerly line of said Alexander L. Richardson's 20.000 acre tract (Tract 3) and the northerly line of said Ingress/Egress and utility easement for the following 5 courses and distances, S 42°51' 49" E 163.88' to a point, thence; S 45°57' 17" E 160.35' to a point, thence; S 57°00' 28" E 72.05' to a point, thence S 71° 51' 17" E 63.89' to a point, thence S 82°39' 58" E 40.12' to a 5/8" iron pin and cap found stamped T. W Smith 2373; Thence continuing with the line of said Richardson's 20.000 acre tract (Tract 3) for the following 3 courses and distances N 41° 36' 57" E 192.33' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence; S 63°05' 38" E 105.51' to a 5/8" iron pin and cap found stamped T.W. Smith 2373, thence; N 52°09' 29" E 70.89' to an iron pin set marking the True Point of Beginning for this tract herein described; Thence continuing with the line of said Richardson's 20.000 acre tract (Tract 3) N 52°09'29" E 1285.28' to a 5/8" iron pin and cap found stamped T.W. Smith 2373 in the line of Nicholas T. & Bethany M. Hardesty (D. B. 574, Pg. 56); Thence with the line of said Hardesty S 38° 10'04" E 74.24' to an iron pin set; Thence by new division line through the grantor's lands S 52°09' 29" W 1287.15' to an iron pin set; Thence N 36°43' 37" W 74.25' to the beginning containing 2.192 acres of land more or less.

The above legal description is based on an actual field survey completed by Matthew D. Sibole, PLS 3869 on June 12, 2019.

All iron pins set are 1/2" diameter by 18" in length with green plastic cap stamped M. Sibole , PLS 3869.

Both Parcel I and Parcel II are part of the 134 acre tract conveyed to Stephen Edgar Robbins, married, by a Deed of Correction recorded April 9 , 2009, of record in Deed Book 444, Page 159, and also by deed dated December 31 , 1999 , recorded in Deed Book 440, Page 308, 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

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 A1 to correct such inaccuracies or insufficiencies)

EXHIBIT B

Purchase and Sale of Control Property

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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
[REDACTED]
Attn: General Counsel

#KY-MEA1-161T
Meade County, Kentucky

AMENDMENT TO
EASEMENT AGREEMENT FOR COLLECTION FACILITIES

THIS AMENDMENT TO EASEMENT AGREEMENT FOR COLLECTION FACILITIES (this "Amendment") is made, dated and effective as of July 6, 2020 (the "Amendment Effective Date"), between **Jackie W. Simmons and Shirley A. Simmons, husband and wife** (collectively "Owner"), and **OSER LLC, a Delaware limited liability company** ("Grantee").

A. Owner and Grantee entered into an Easement Agreement for Collection Facilities dated November 14, 2019, a redacted version of which was recorded in the Official Records of Meade County Kentucky on January 28, 2020, as Document Number 241478 (the "Easement Agreement"), with respect to the real property as more particularly described in Exhibit A attached to the Easement Agreement (the "Property").

B. Owner and Grantee have agreed to amend the Easement Agreement as set forth in this Amendment.

NOW THEREFORE, Owner and Grantee agree to amend the Easement Agreement as follows:

1. Grant of Collection Easement. The first sentence of Section 2 of the Easement Agreement is hereby deleted and replaced with the following:

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.

2. Payments. The Fee Schedule attached to the Easement Agreement is hereby deleted and replaced in its entirety with the Fee Schedule attached hereto and made part hereof.

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

4. Recording. Owner and Grantee agree that Grantee may record this Amendment (without the Fee Schedule) in the real property records of the county in which the Property is located.

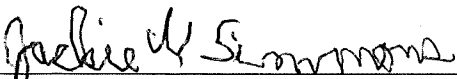
5. No Modification. Except as expressly set forth in this Amendment, the Easement Agreement shall remain in full force and effect without modification. This Amendment shall not be modified or amended, except in writing signed by both parties.

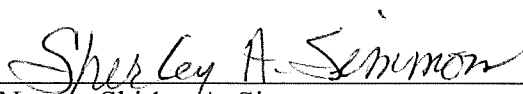
6. Ratification. The Easement Agreement, as amended and modified by this Amendment, is ratified and confirmed by the parties and remains in full force and effect.

[Signatures on following page.]

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

"OWNER"

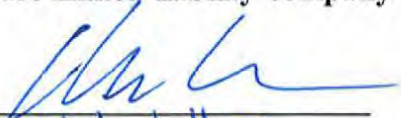

Name: Jackie W. Simmons


Name: Shirley A. Simmons

[Signatures continued on following page.]

“GRANTEE”

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

By: 
Name: Michael Haas
Title: President

COMMONWEALTH OF KENTUCKY §

COUNTY OF Breckinridge §

The foregoing instrument was acknowledged before me this 1st day of, 2020, by July 2020 Jackie W Simmons

Daphne Whelan
Notary Public Signature

(Title or rank)

580981

(Serial number, if any)

DAPHNE WHELAN
Commission ID 580981
NOTARY PUBLIC
STATE AT LARGE - KENTUCKY
My Commission Expires: 07/01/2021

COMMONWEALTH OF KENTUCKY §

COUNTY OF Breckinridge §

The foregoing instrument was acknowledged before me this 1st day of, 2020, by Shirley A Simmons

Daphne Whelan
Notary Public Signature

(Title or rank)

580981

(Serial number, if any)

DAPHNE WHELAN
Commission ID 580981
NOTARY PUBLIC
STATE AT LARGE - KENTUCKY
My Commission Expires: 07/01/2021

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 §

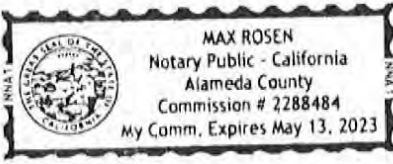
On July 6, 2020, before me, Max Rosen, a Notary Public, personally appeared Michael Haas, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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:

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.

CONFIDENTIAL – DO NOT RECORD (PLEASE DETACH BEFORE RECORDING)

FEE SCHEDULE

[REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

LEASE AGREEMENT
(#KY-MEA1-223)

This Lease Agreement (this "Agreement") is made, dated and effective as of May 6, 2020 (the "Effective Date"), between **Charles E. Smith and Jenny N. Smith, 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 January 29, 2020 (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 178.26 acres (which includes 97.51 acres of Excluded Area, defined 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.

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]

(a)

[Redacted]

(b)

[REDACTED]

(c)

[REDACTED]

[REDACTED]

4.4 Substation, Switchyard, etc.

[REDACTED]

4.5 Excluded Area.


[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.

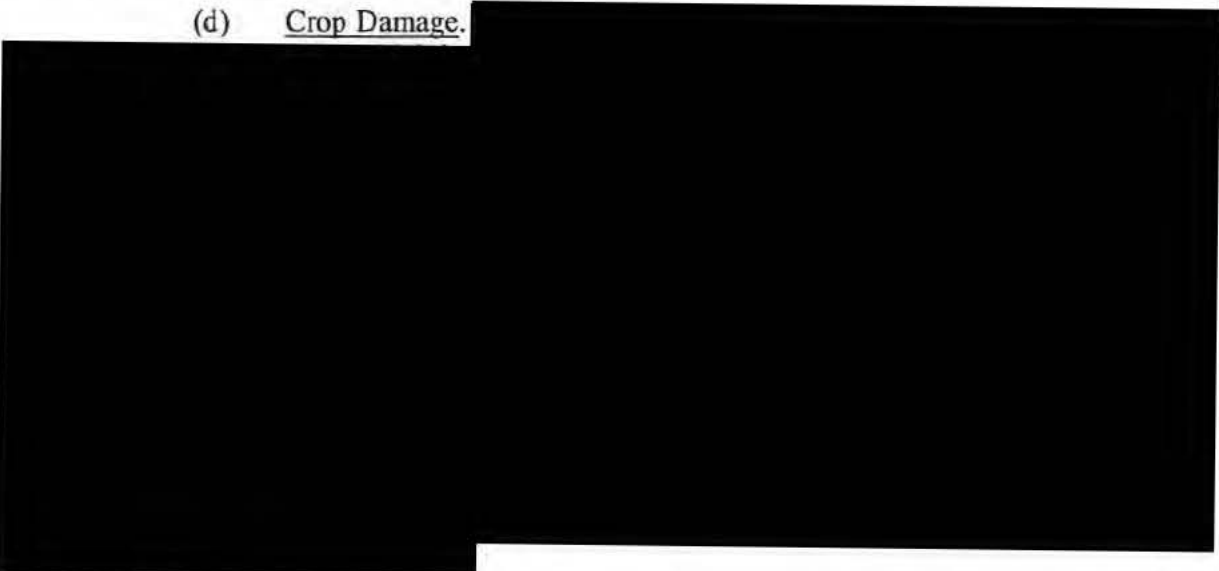
(a) Construction and Siting. Lessee will consult with Owner (or, at Owner's request, with Owner's then-current tenant) prior to the Start of Construction to describe Lessee's plan and schedule for construction on the Property. As part of the consultation, Lessee will present a preliminary site map showing 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.

(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.

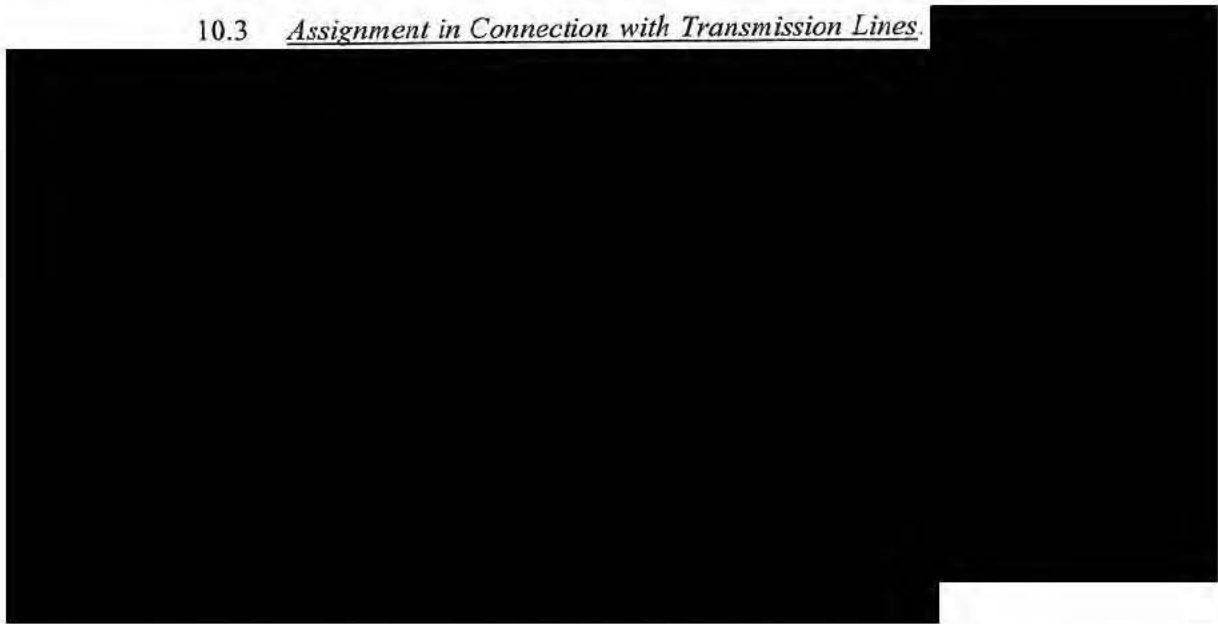
9.5 Transfers by Owner. Owner shall have full right and authority to sell, convey, mortgage, or transfer to one or more transferees, all of Owner's right, title and interest in and to the Property, but any such sale or other transfer shall be subject to the Construction Easement, the Transmission Easement,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

[REDACTED]

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

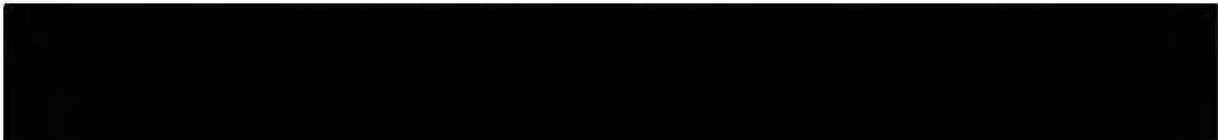
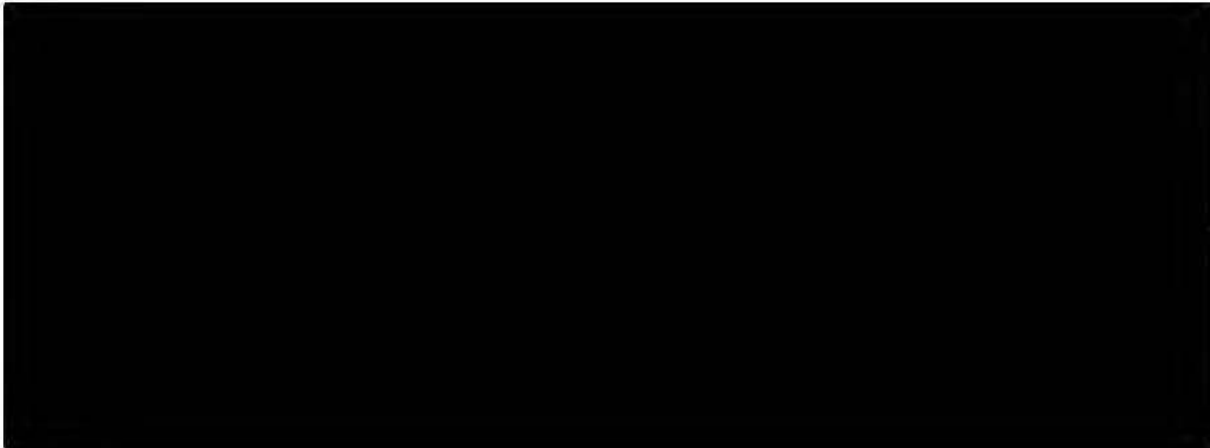
[REDACTED]

11.2 *Notice of Default: Opportunity to Cure.*

[REDACTED]

[REDACTED]

[REDACTED]



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.

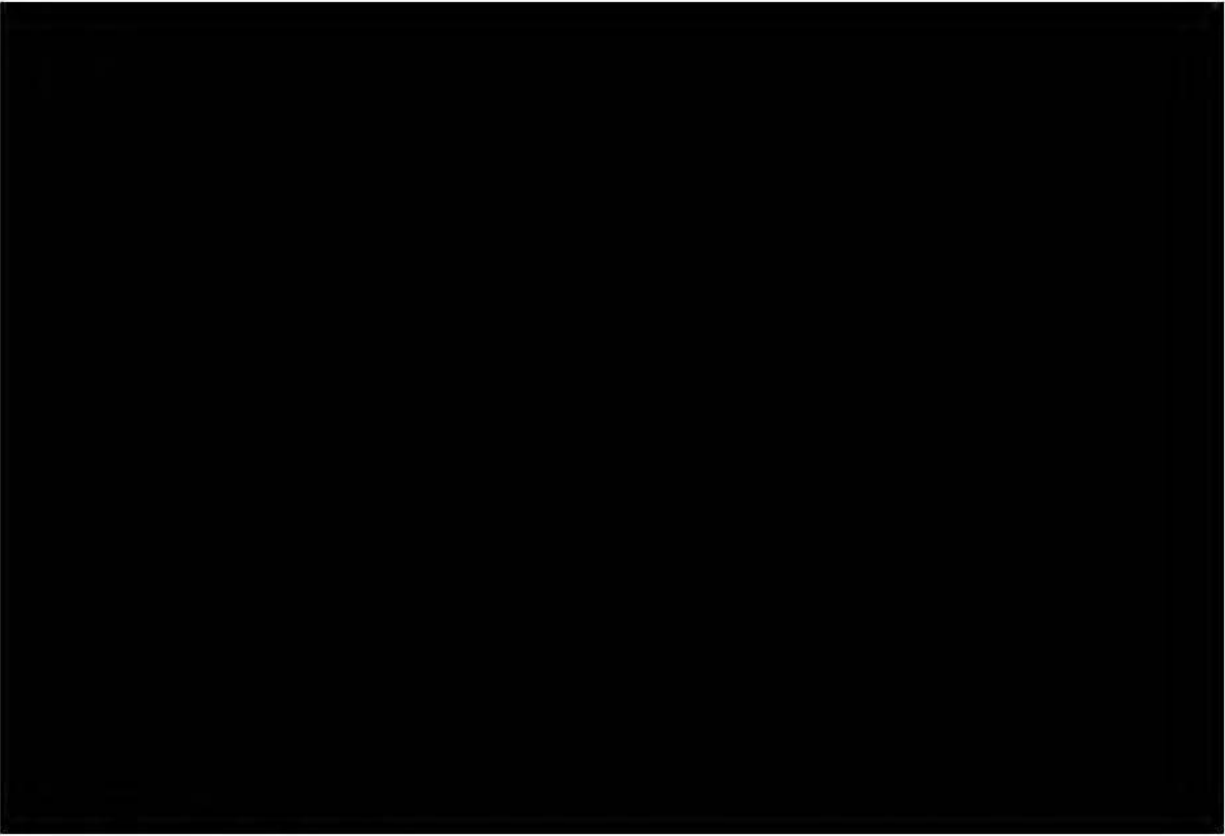
[REDACTED]

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:

Charles E. and Jenny N. Smith
1160 N Hwy 333
Webster, KY 40176

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.

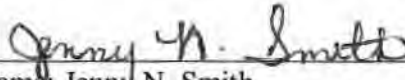
[Signatures to follow on next page.]

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”

A handwritten signature in cursive script, appearing to read "Charles E. Smith", written over a horizontal line.

Name: Charles E. Smith

A handwritten signature in cursive script, appearing to read "Jenny N. Smith", written over a horizontal line.

Name: Jenny N. Smith

[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. 123-6B (178.26 acres)

TRACT 1:

Beginning at a stone in Peyton Claycomb's line on the County road, thence S 34 E 180 poles to a stone on the County road and Winn's line, N 66½ E 80 poles to a white oak, thence N 77½ E 120-2/3 poles to 5 oaks, thence N 56 W 158 poles to a post oak and Bandys line, thence N 19 W 61 poles to a stone in P.R. Claycombs line, thence with P. R. Claycombs line S 66½ W 151 poles to the beginning, containing 170-3/4 acres, more or less.

There is excepted out of the above boundary two acres, sold to Benton Bandy; thence beginning at a stone seventeen (17) feet from a hickory in the southeast corner of R.A. Claycombs farm, running thence S 56½ E 615 feet to five post oaks, an original corner of the Claycomb tract of which this is a part, thence S 80 W 374 feet to a post oak near the old road, thence with said road N 16 W 454 feet to the beginning.

BEING the same property conveyed to Charles R. Smith and Joyce Smith, his wife, by deed from Gilbert Wortham and Nellie L. Wortham, his wife, dated February 10, 1970 and recorded in Deed Book 116, page 497, Breckinridge County Clerk's Office.

There is however excepted out of the above described property and heretofore conveyed a certain tract or parcel of land conveyed by Charles R. Smith and Joyce Smith, his wife, to Charles E. Smith by deed dated January 15, 1983 and recorded in Deed Book 165, page 321, said clerk's office, consisting of 0.84 acres, more or less, and being further described as follows, to-wit:

A certain tract of land in Breckinridge County, Kentucky on Kentucky Highway No. 333 about 1.5 miles northerly from Highway No. 60 and described as follows:

Beginning at a nail in the top of a locust corner post in the east margin of Highway No. 333 and at the southwest corner of the parent tract, thence North 32-31 West 167.67 feet to a nail in another locust post in the east margin of said Highway, thence severing the parent tract North 61-18 East 201.69 feet to a nail in the top of a cedar post, thence again severing the parent tract South 32-20 East 200.97 feet to a nail on top on a power pole fence post in Neff's line, thence with Neff's line South 70-36 West 206.00 feet to the beginning, and containing 0.84 acres, more or less. Surveyed by Joseph E. Jarboe, LS 2077, December 8, 1982, using the random traverse method with closure error of 1:14000 and a magnetic basis of bearings.

EXCEPTING THEREFROM

The following described property is a portion of the Charles R. and Joyce Smith property (D.S. 116, pg. 497); said property is located in Breckinridge County, Kentucky.

The point of beginning is a set iron pin in the northeast R/W of Ky. Hwy. 333 (60' R/W); said point is North 32 degrees 43 minutes 52 seconds West a distance of 846.35 feet from an existing crosstie the corner of the Charles E. Smith property, thence continuing with the Northeast R/W of Ky. Hwy. 333 for four calls North 25 degrees 49 minutes 48 seconds West for a distance of 107.78 feet to a point, thence North 24 degrees 13 minutes 08 seconds West for a distance of

96.85 feet to a point, thence North 23 degrees 40 minutes 00 seconds West for a distance of 153.23 feet to a point, thence North 24 degrees 09 minutes 11 seconds West for a distance of 145.76 feet to a set iron pin, thence with a new division line of the Charles R & Joyce Smith property for four calls North 71 degrees 17 minutes 11 seconds East for a distance of 368.23 feet to a set iron, thence North 76 degrees 08 minutes 16 seconds East for a distance of 322.51 feet to a set iron pin, thence South 31 degrees 44 minutes 11 seconds East for a distance of 317.47 feet to a set iron pin, thence South 58 degrees 15 minutes 51 seconds West for a distance of 730.22 feet to the point of beginning.

Said property contains 6.7427 acres per physical survey by Wiseman Engineering (JOHN WISEMAN-Ky. PLS #3065).

TRACT 2:

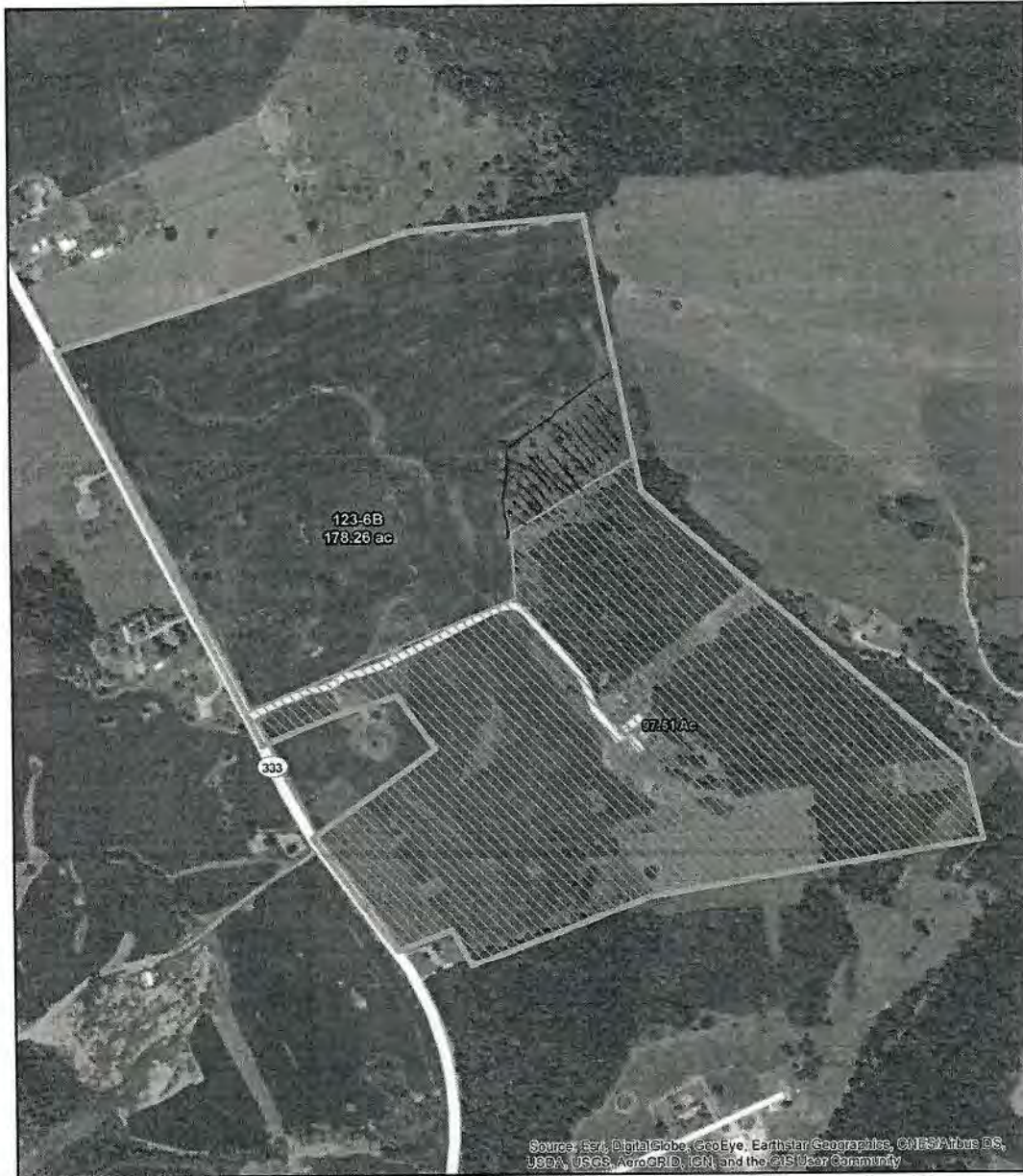
BEGINNING at a corner post corner to Smith; thence N. $12\frac{1}{4}$ ° W. 365' to a corner post corner to Stone & Bandy; thence with Stone & Sandy's line S. $75\frac{3}{4}$ ° W. 649' to an oak tree; thence S. 85° W. 115' to walnut tree; thence S. 71° W 1882' to a fence post 30' from center of Highway #333; thence with Highway S. 28° E. 489' to a stake corner to Smith; thence with Smith's line N. $70\frac{3}{4}$ ° E. 2513' to beginning and containing 26.1 acres of land more or less.

BEING the same property conveyed to Charles R. Smith and Anna Joyce Smith, his wife, by deed from Alec G. Stone and Judith G. Stone, his wife, dated March 22, 1976 and recorded in Deed Book 140, page 37, 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 No Facilities Area



1 inch = 600 feet
0 300 600 Feet

**Exhibit A-1 Charles & Jenny Smith;
KY-MEAI-233**

 No Facilities Area - 67.51 Ac

 Property - 178.26 Ac

**Breckinridge Co., KY
11/25/2019**



(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-MEA1-213)

This Lease Agreement (this "Agreement") is made, dated and effective as of June 8, 2020 (the "Effective Date"), between **Jackie G. Smith and Patricia A. Smith, husband and wife** (collectively, "Owner"), and **OSER LLC, a Delaware limited liability company** (together with her heirs, 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".

NOW, THEREFORE, the Parties agree as follows:

1. Lease. Owner hereby leases to Lessee the real property of Owner consisting of approximately 21.89 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") will commence upon the 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 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 Effective Date, Owner may terminate this Agreement by notice to Lessee within 60 days of such anniversary. For the avoidance of doubt, the easements granted to Lessee herein shall terminate upon the termination of 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.

4. Payments.

4.1 Rent. In consideration of the rights granted hereunder, Lessee will pay Owner the following amounts:

- (a) Initial Rent. [REDACTED]

S
I
I
U
I
a

(b) Operational Res

I
C
a
A
C

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

[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. Lessee will use commercially reasonable efforts to provide Owner with eighteen months' prior notice of Start of Construction, *provided* that failure to do is not a default under this Agreement.

(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. In connection with the exercise of the rights of Lessee hereunder to utilize the Property for Solar Energy Purposes, Lessee, in its sole discretion and without further act or consent of Owner, shall have the right to grant to any utility or other duly authorized entity the right to construct, operate and maintain electric transmission, distribution, interconnection or switching facilities on the Property pursuant to any standard form of easement or other agreement used or proposed by the utility or other entity, *provided, however* that no perpetual easement shall be granted without Owner's prior written consent.

10.4 Term; Assignment. The term of the Transmission Easement shall expire upon expiration or termination of this Agreement. 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, *however*, for the avoidance of doubt, any assignment shall also expire upon expiration or termination of this Agreement.

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]

a
i
c
a
e
c
e
I
C

M
a
H
V
t
t
a
A
t
c
c
s

c
c
c
c

c
c
c

c
c
c

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:

Jackie G. Smith and Patricia A. Smith
164 Atwill Street
Brandenburg, KY 40108

If to Lessee:

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

Telephone: (270) 945-0337

Email:

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 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.

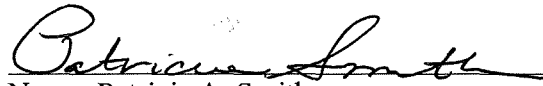
13.11 Further Assurances. From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments, 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.

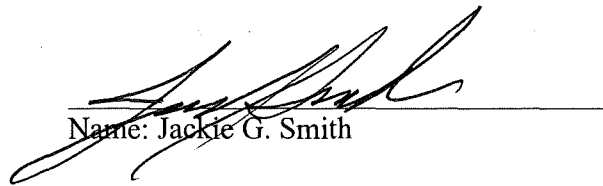
13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[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: Patricia A. Smith


Name: Jackie G. Smith

[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:

Parcel Identification Number: 133A-1D (21.89 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 #31, consisting of 6.398 acres; Parcel #44, consisting of 2.773 acres; Parcel #45, consisting of 2.739 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 a part of the same property conveyed to Gladys Marie Smith by deed from Robert William Smith dated December 7, 1944 and recorded in Deed Book 83, page 626, Breckinridge County Clerk's Office. Thereafter, Gladys M. Smith (a/k/a Gladys Marie Smith) died testate naming Charles Richard Smith and Paul Edward Smith as Co-Executors of her estate with power of sale; see Will Book 17, page 498, said 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 #46, consisting of 3.895 acres; Parcel #47, consisting of 3.073 acres; and Parcel #48, consisting of 3.020 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 a part of the same property conveyed to Gladys Marie Smith by deed from Robert William Smith dated December 7, 1944 and recorded in Deed Book 83, page 626, Breckinridge County Clerk's Office. Thereafter, Gladys M. Smith (a/k/a Gladys Marie Smith) died testate naming Charles Richard Smith and Paul Edward Smith as Co-Executors of her estate with Power of Sale; see Will Book 17, page 498, 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)

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 A1 to correct such inaccuracies or insufficiencies)

LEASE AGREEMENT

(#KY-MEA1-412)

This Lease Agreement (this "Agreement") is made, dated and effective as of July 13, 2020 (the "Effective Date"), between **Stansbury 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 198.48 acres located in Breckinridge County, Kentucky, legally described on Exhibit A, and depicted on Exhibit A-1, both exhibits 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.

[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 Owne

[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]

[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. Lessee shall have the right to terminate this Agreement as to all or any part of the Property at any time and without cause, effective upon written notice to Owner from Lessee. If Lessee terminates this Agreement as to the entire Property prior to the Start of Construction, Lessee will provide Owner with a summary of any solar measurements on the Property.

12.2 Owner's Right to Terminate. Except as qualified by Section 9 or 11, Owner shall have the right to terminate this Agreement if (a) a material default in the performance of Lessee's obligations under this Agreement shall have occurred and remains uncured, (b) Owner notifies Lessee in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, (c) the default shall not have been remedied within 60 days after Lessee receive the written notice, or, if cure of any non-monetary default will take longer than 60 days, Lessee has not begun diligently to undertake the cure within 60 days and thereafter prosecutes the cure to completion unless unable to do so due to Force Majeure (as defined in Section 13.1).

12.3 Effect of Termination. Upon termination or expiration of this Agreement, Lessee shall, as soon as practicable thereafter, remove all Solar Facilities from the surface of the Property down to a depth of three feet. All Property disturbed by Lessee shall be restored to a condition reasonably similar to its condition prior to Start of Construction, except that Lessee shall not be required to remove any Transmission Facilities owned by a public utility, or restore the original grade of any land or any cleared timber, or plant any trees, crops or other plants; *provided, however*, that Lessee shall remove all roads constructed by Lessee, unless otherwise agreed by the Parties. Reclamation shall include, as reasonably required, leveling, terracing, mulching and other reasonably necessary steps to prevent soil erosion. Reclamation shall also include environmental remediation in the event that Lessee contaminates the Property in violation of Section 7.7 hereof. If Lessee fails to remove such Solar Facilities and restore the Property within (eighteen) 18 months of termination or expiration, or such longer period as Owner may provide by extension, Owner may do so, in which case Lessee shall reimburse Owner for reasonable and documented costs of removal and restoration incurred by Owner. Lessee shall be obligated to continue to pay Operational Rent in accordance with Section 4 (prorated for any partial year) until it has completed the removal of such Solar Facilities and restored the Property in accordance with this Section 12.3.

12.4 Security for Removal. On such date as may be required by county or state regulations, but not later than 15 years after the Commercial Operation Date, Lessee shall provide security ("Removal Bond") to cover the estimated removal costs associated with the Solar Facilities then on the Property pursuant to Section 12.3. The Removal Bond shall be, at Lessee's

option, either a removal bond from an individual or entity engaged in the construction business and reasonably acceptable to the Parties, a surety bond from an insurance company with a Best's Rating of not less than A, a corporate guarantee (from a financially responsible entity that is reasonably acceptable to the Parties and whose credit rating is investment grade), a letter of credit issued by a financial institution reasonably acceptable to the Parties, a cash deposit, or other security reasonably acceptable to both Parties. The amount of the Removal Bond shall be based on a written estimate from a reputable construction company selected by Lessee and reasonably acceptable to Owner, which sets forth such company's estimate of the cost of removal minus estimated salvage value. The amount of the Removal Bond shall be evaluated and updated every 5 years in accordance with the previous sentence until Solar Facilities on the Property are removed pursuant to Section 12.3. In the event the county or other governmental authority requires Lessee to provide security for removal or decommissioning of a Project which includes Solar Facilities on the Property, Lessee may provide a single Removal Bond that benefits Owner and the governmental authority, all in a manner consistent with the requirements of the governmental authority, and the governmental authority shall have access to the Property pursuant to reasonable notice to effect or complete the required removal or decommissioning. In order to maximize the economies of scale associated with the removal of a Project which includes Solar Facilities on the Property, Lessee may elect to have the net removal costs of the Solar Facilities on the Property calculated on the basis of the Project and not on such costs solely for the Property, and the Removal Bond may be provided on that basis. In addition, to the extent the removal and restoration requirements set forth in Section 12.3 and this Section 12.4 conflict with the requirements of any State or local permitting entity for construction and operation of the solar energy project being developed by Lessee (the "Permitting Requirements"), such Permitting Requirements shall prevail and control over the removal and restoration requirements in this Agreement and Lessee shall be obligated to perform such Permitting Requirements instead of any conflicting requirements hereunder.

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:

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

If to Lessee:

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

Telephone:

Email:

F

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.

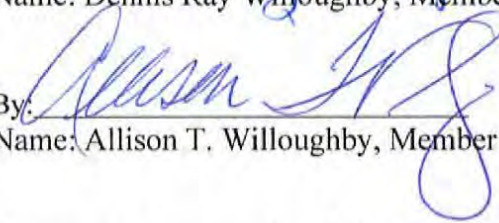
[Signatures to follow on next page.]

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”

Stansbury 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. 111-50 (198.48 acres)

Beginning at a stone corner to Emma S. White in line of the Sosh Jordon land, and running thence S. 18 ½ degrees East 165 poles to a stone in Claycomb's line; thence West 155 poles to a stone at the big road; thence South 85 degrees West 266 poles to a pile of rock or tree in Jordon's line; thence North 63 degrees East 253 poles to a stone near the house; thence North 19 degrees West 9 poles to a stone; thence North 69 degrees East 134 poles to a post oak; thence North 66 ½ degrees East 25 poles to the beginning, containing two hundred acres more or less.

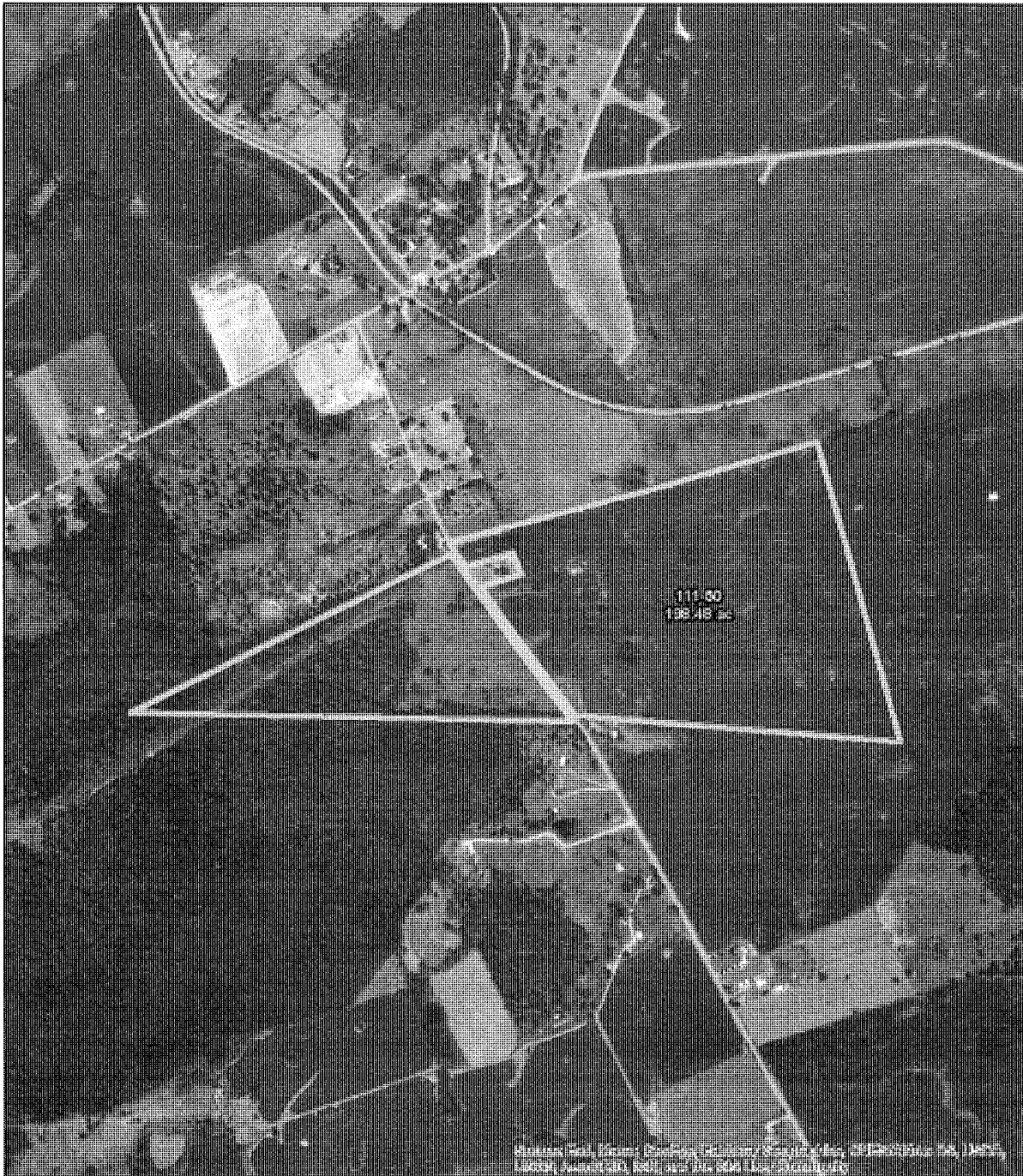
There is excepted and not conveyed out of the above described property, a certain tract of land containing 1.5186 acres, located in Breckinridge County, Kentucky, and is more particularly described as follows, to-wit:

Beginning at a 5/8" rebar in the northeasterly R/W of Kentucky Highway 333 being North 40 degrees 39 minutes 18 seconds West, 233.53' from a post corner to J. Pollack (Deed Book 92, Page 261); thence with new lines in B. Stansbury North 65 degrees 48 minutes 22 seconds East, passing a 5/8" rebar at 370.16' and continuing 4.00' to an unmarked point; thence South 27 degrees 43 minutes 17 seconds East, 197.03' to a 5/8" rebar; thence South 68 degrees 29 minutes 1 second West, 326.29' to a 5/8" rebar in said R/W; thence with said R/W, a curve to the right having a radius of 2285.64' and a long chord at North 42 degrees 35 minutes 35 seconds West, 191.19' to the beginning and containing 1.5186 acres (more or less) per physical survey by Timothy W. Smith. L.S. 2373.

BEING the same property conveyed to Allison T. Willoughby by Deed dated February 18, 2016, and recorded in Deed Book 392 page 577, 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



1 inch = 1,000 feet
0 500 1,000 Feet

**Exhibit A-1 Stansbury Farm, LLC;
KY-MEA1-412**

 Property - 198.48 Ac

Breckinridge Co., KY
7/2/2020



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
[REDACTED]

Attn: General Counsel

#KY-MEA1-161T
Meade County, Kentucky

EASEMENT AGREEMENT
FOR COLLECTION FACILITIES

THIS EASEMENT AGREEMENT FOR COLLECTION FACILITIES (this "Agreement") is made, dated and effective as of November 14, 2019 (the "Effective Date"), between **Jackie W. Simmons and Shirley A. Simmons, husband and wife** (collectively "Owner"), and **OSER LLC, a Delaware limited liability company** ("Grantee").

Owner is the sole owner of certain real property consisting of approximately 99.61 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 February 3, 1992, and recorded of record in Deed Book 305, Page 266 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: Jackie W. Simmons and Shirley A. Simmons
9020 Hwy 79
Irvington, KY 40146

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 a portion of the Property approximately seventy-five (75) 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.” All Collection Facilities shall be located within the Collection Easement Area and shall be underground, except legally required or appropriate surface markers. 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, 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.

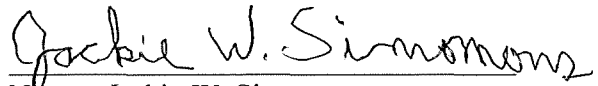
15.5. Taxes. Grantee shall pay property taxes, if any, attributable to Collection Facilities installed by Grantee.


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: Jackie W. Simmons


Name: Shirley A. Simmons

[Signatures continued on following page.]

“GRANTEE”

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

By: 
Name: Reid M. Buckley
Title: Vice President

COMMONWEALTH OF KENTUCKY §

COUNTY OF Breckinridge §

The foregoing instrument was acknowledged before me this 28th day of October, 2019, by Jackie W. Simmons.

Raphae Whelan

Notary Public Signature

Loan Administration
(Title or rank)

(Serial number, if any)

COMMONWEALTH OF KENTUCKY §

COUNTY OF Breckinridge §

The foregoing instrument was acknowledged before me this 28th day of October, 2019, by Shirley A. Simmons.

Raphae Whelan

Notary Public Signature

Loan Administration
(Title or rank)

(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 November 14, 2019, before me, Max Rosen, a Notary Public, personally appeared Roid 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.

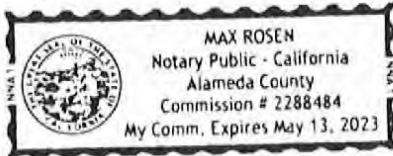
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Notary Stamp/Seal]



Notary Public in and for the State of California



This instrument prepared by:



Brian D. Zoefler
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:

Real Property Tax Parcel No. 080-00-00-024

BEGINNING at a 5/8" rebar in the southerly R/W of Ky. Hwy 79, corner to the Irvington Gas Company (D. B. 113, Pg 487); thence with Ky. Hwy 79 N, 52 deg. 27 min 41 sec. E. 861.28 to the P. C. thence with a curve to the left having a radius of 908, 84', and a long chord at N. 40 deg, 58 min. 22 sec. E, 362, 02 1 to the P. T.; thence N, 29 deg. 29 min 04 sec. E, 1031.85' to a 5/8" rebar to C. Compton (D.B. 174, Pg. 083); thence with said Compton S, 41 deg. 34 min, 01 sec, E. 506.87' to a 5/8" rebar; thence with new lines in J. Simmons and T. Simmons S. 44 deg. 44 min, 12 sec, W. 31.74' to a 5/8" rebar; thence S. 30 deg. 20 min, 51 sec, E. 20.07' to a 1/2" rebar; thence S, 42 deg, 14 min 31 sec, E, 1606.73' to a 1/2" rebar; thence S. 42 deg, 55 min. 08 sec, E, 142.24' to a 1/2" rebar; thence S, 43 deg. 56 min, 23 sec, E. 494.45' to a 1/2" rebar, corner to R. Claycomb (D. B. 92, Pg. 226); thence with said Claycomb S, 50 deg. 10 min. 29 sec. E. 220.06' to a 5/8" rebar corner to Long Valley Estates (P. B 2, Pg 90); thence with Long Valley Estates S, 85 deg. 07 min, 40 sec, W. 491, 941 to a pipe; thence S. 85 deg 7 min. 40 sec, W. 669.47' to a pipe; thence S. 85 deg. 25 min 00 sec, W. 305.00' to a 5/8" rebar; thence S. 41 deg. 17 min 38 sec, W. 524.03' to a pipe; thence S. 49 deg. 25 min 06 sec. W, 134.80' to a post oak; thence S, 47 deg. 37 min. 59 sec, W. 187.63' to a pipe; thence S, 47 deg. min, 17 sec, W, 114.35' to a pipe corner to said Irvington Gas Company; Thence with Irvington Gas Company N, 44 deg. 16 min, 34 sec, W, 1793.32' to the beginning and containing 100.4290 acres, more or less and excepting out of the above described tract is a 0.8218 acre tract (J. Simmons D. B. 101, Pg 222) leaving a total of 99. 6072 acres more or less,

(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 = 450 feet

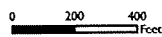




Exhibit A-1 Simmons; KY-MEA1-161

-  Easement Corridor (Approx. 2674 ft)
-  Property (Approx. 99.61 Ac)

Meade Co., KY

Confidential

3/21/2019



CONFIDENTIAL – DO NOT RECORD (PLEASE DETACH BEFORE RECORDING)

FEE SCHEDULE

[REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

LEASE AGREEMENT

(#KY-MEA1-215)

This Lease Agreement (this "Agreement") is made, dated and effective as of July 13, 2020 (the "Effective Date"), between **Dennis Ray Willoughby and Allison T. Willoughby, 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 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 393.20 acres (which includes 278.02 acres identified as a No Solar Facilities Area [defined in Section 4.3 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"), underground electrical transmission and communications lines, electric inverters, electric transformers, 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, Solar Energy measurement equipment, 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. For the avoidance of doubt, Lessee shall not place any above-ground transmission lines, above-ground communication lines, meteorological station, energy storage facility, control building, substation, maintenance yard, or equipment shed on the Property without Owner's express written consent.

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 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; 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]

(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]

4.2 Inflation Adjustmen [REDACTED]

[REDACTED]

4.3 No Solar Facilities Area and Underground Collection Area. [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]

[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 and transmission lines proposed to be located on the Property 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) Existing Access Road. Owner and Lessee shall have the right to utilize the existing access road on the Property depicted on Exhibit A-1 hereto (the "Access Road") *provided, however*, that Lessee, in consultation with Owner, may re-route such Access Road in order to accommodate the location of a Project Site.

(h) 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.

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

(j) 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.

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

(l) 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) 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 and other appliances and fixtures for use in connection with said 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, together with the appropriate rights-of-way, on, along and in the Property. Said wires, cables, 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]

[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

12.4 [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, 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:

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

Telephone:
Email:

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 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.

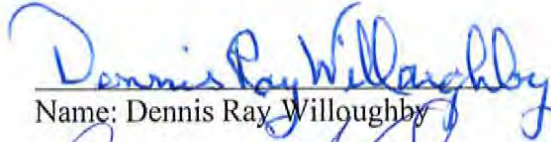
13.11 *Further Assurances*. From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments, 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.]

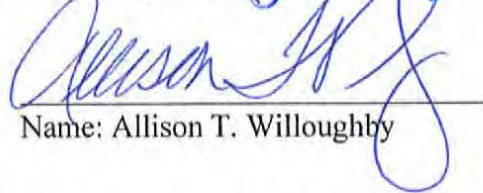
IN WITNESS WHEREOF, Owner and Lessee, individually or through duly authorized representatives, hereby execute this Agreement and certify that they have read, understand and agree to the terms and conditions of this Agreement.

“Owner”



Handwritten signature of Dennis Ray Willoughby in blue ink, written over a horizontal line.

Name: Dennis Ray Willoughby



Handwritten signature of Allison T. Willoughby in blue ink, written over a horizontal line.

Name: Allison T. Willoughby

[Signatures continued on following page.]

“Lessee”

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

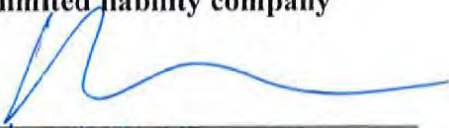
By: 
Name: Michael Haas
Title: President

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. 122-8A

Located in Breckinridge County, Ky., and consisting of 393.20 acres, situated 3 miles northwest of Irvington, and on the Irvington and Webster Road, and more particularly described as follows, to-wit:

FIRST TRACT: Beginning at a post at road at the rock quarry and corner to the Cliff Mattingly Farm, thence south 9 1/2 degrees east 82 poles to a post; thence south 11 degrees east 18 poles to post, corner to Greenwood farm; thence south 83 1/2 degrees west 112 poles to Cedar, thence south 78 degrees west 86 poles to post near barn, corner to Greenwood Farm, thence south 1 degree west 68 1/2 poles to post, thence south 80 degrees west 81 poles to post at old quarry, thence North 3 1/2 degrees East 18 poles to pike, corner to quarry, thence south 77 degrees west 24 poles to pike, corner to quarry, thence north 2 degrees west 47 poles to a stone, thence north 5 1/2 degrees west 36 poles to a stake, thence north 10 degrees west 68 poles to Road, thence with road north 81 1/4 degrees east 303 poles to the beginning and containing 226 1/5 acres.

SECOND TRACT: Beginning at a post near R. R. and corner to Carter Farm in Mattingly line; thence south 11 degrees east 92 poles to post, corner to Percy Kasey, thence south 74 degrees west 189 1/2 poles to Kasey; thence north 23 degrees west 20 poles to stone, corner to Johnson of color, thence south 67 degrees west 117 poles to pike corner to quarry; thence north 3 1/4 east 60 poles to post, corner to Carter Farm; thence north 80 degrees east 81 poles to a post near sink, corner to Carter farm, thence north 1 degree east 68 1/2 poles to gate post, near farm and corner to Carter farm, thence north 78 degrees east 86 poles to cedar, thence north 83 1/2 degrees east 112 poles to the beginning and containing 164.31 acres.

THIRD TRACT: Beginning at a stone in B. W. Carter's line south 24 east 50 poles to a stone, corner to O. L. Norton, thence with his line south 65 1/2 west 151 poles to a stone in Norton's line and corner to Haynes Johnson, thence with Johnson's line north 23 2/3 east 78 poles to a white oak tree at a sink hole in Carter's line, thence with Carter's line north 66 east 93 1/4 poles to the beginning, containing 39 acres, more or less.

FOURTH TRACT: Beginning at a point in the boundary line of the property of the Grantor formerly property of J. G. Harris and the property of the Grantee being corner to the property of the latter running thence north 87 1/2 degrees east 400 feet to an iron stake, thence 54 degrees east 1089 feet to an iron stake, thence south 82 3/4 degrees west 400 feet, thence north 4 degrees west 1122 feet to the point of beginning, containing 10 acres, more or less.

The property herein conveyed is the same property conveyed to J. D. Tobin, Jr. from J. D. Tobin, Sr. and Mary H. Tobin, his wife, by deed dated April 28, 1969 and recorded in Deed Book 115 at page 489 in the 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, No Solar Facilities Area and Underground Collection Area

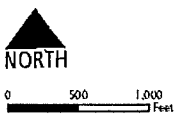

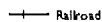





Exhibit A-1 Willoughby; KY-MEA1-215

-  Access Road
-  Railroad
-  Underground Collection - 10.27 Ac
-  No Solar Facilities Area - 278.02 Ac
-  Property - 393.20 Ac

Breckinridge Co., KY

Confidential
7/7/2020



LEASE AGREEMENT

(#KY-MEA1-413)

This Lease Agreement (this "Agreement") is made, dated and effective as of July 13, 2020 (the "Effective Date"), between **Willoughby-Basham 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 96.251 acres (which includes 15.77 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]

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

(b) Operational Re [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 Adjustment

[REDACTED]

4.3 Intentionally Omitted.

4.4 Substation, Switchyard, etc.

[REDACTED]

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.

5. Ownership of Solar Facility

[REDACTED]

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. Mortgage 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

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:

Willoughby-Basham 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:

Email:

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.

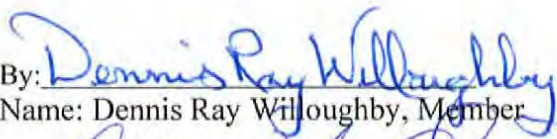
13.11 *Further Assurances.* From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments, 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.

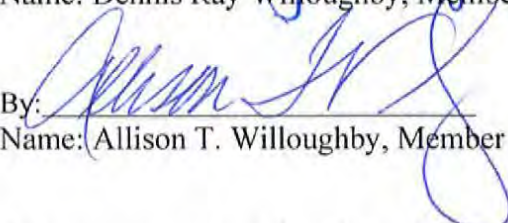
13.12 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

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”

Willoughby-Basham 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. 111-52A and 111-53A (96.251 acres)

BEING a 96.251 acre tract located on the easterly side of KY HWY. 333, Webster, Breckinridge County, Kentucky and further described as follows:

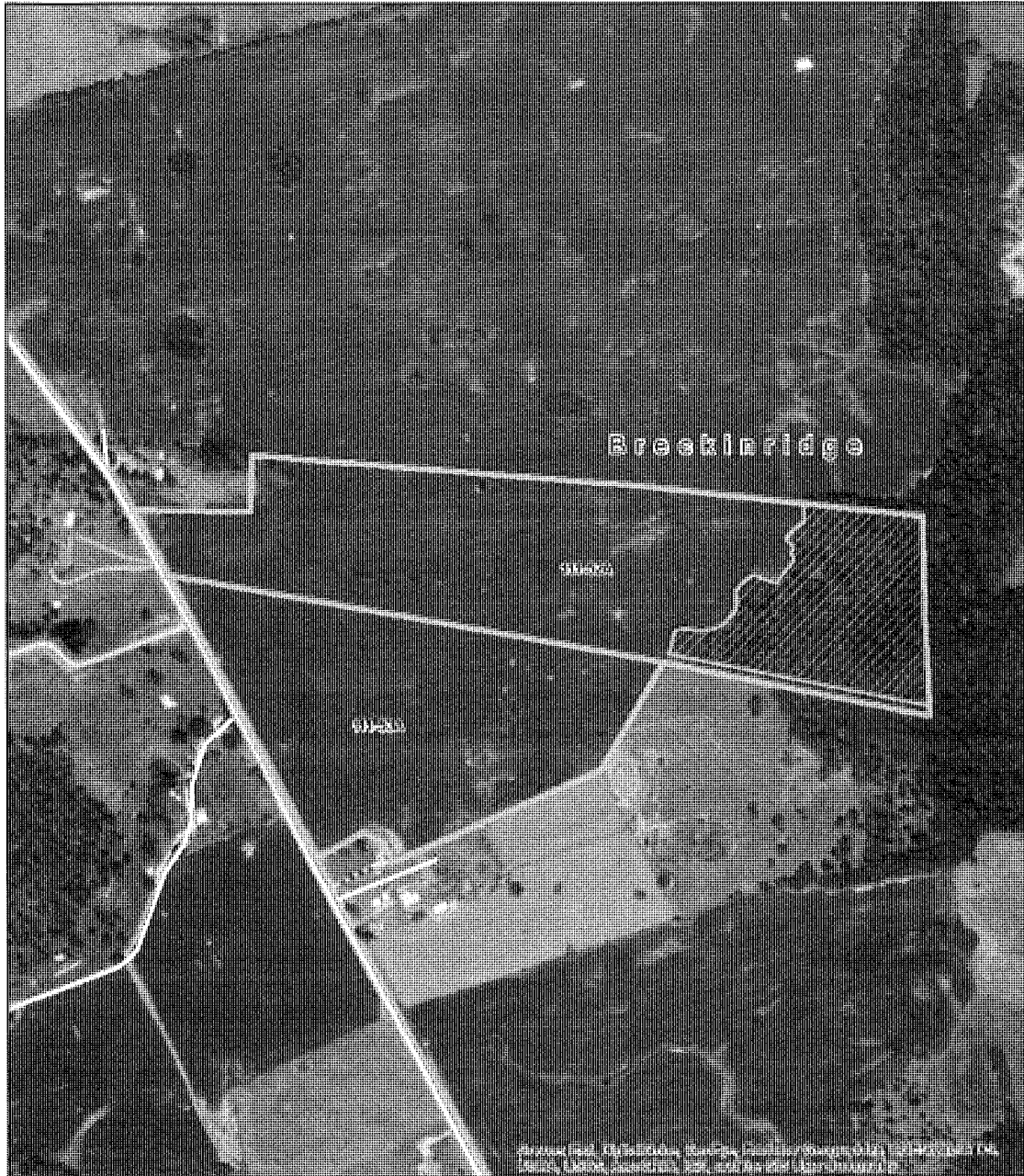
BEGINNING at a 5/8" rebar on the easterly side of KY HWY 333 corner to P. Dowell (DB 111, PG 450); thence with said P. Dowell S 88 deg. 21 min. 23 sec. E., 568.85' to a rebar, thence N 03 deg. 18 min. 40 sec. E, 255.96' to a 5/8" rebar in the line of J.D. Tobin, Jr. (DB 192, PG 182); thence with said J.D. Tobin, Jr. S 85 deg. 51 min. 20 sec. E., 1833.30' to a stone corner to J.D. Tobin, Jr. (DB 187, PG 257); thence with said J.D. Tobin, Jr. S 85 deg. 25 min. 42 sec. E., 1218.42' to a rebar, thence S 10 deg. 55 min. 27 sec. E., 542.26' to a stone corner to J.D. Tobin, Jr. (DB 196, PG 480); thence with said J.D. Tobin, Jr. S 23 deg. 10 min. 53 sec. W., 405.41' to a cedar corner to R. Shilts (DB 257, PG 151); thence leaving said J.D. Tobin, Jr. with said R. Shilts N 77 deg. 36 min. 01 sec. W., 531.77' to a 5/8" rebar; thence N 78 deg. 41 min. 57 sec. W., 551.71' to a 5/8" rebar, thence S 30 deg. 42 min. 05 sec. W., 470.79' to a 5/8" rebar, thence S 30 deg. 40 min. 52 sec. W, 109.36' to a 5/8" rebar; thence S 64 deg. 59 min. 21 sec. W., 49.78' to a 5/8" rebar; thence S 64 deg. 59 min. 42 sec. W., 591.05' to a tack in post corner to R. Shilts (DB 193, PG 143); thence with said R. Shilts S 65 deg. 02 min. 04 sec. W., 397.69' to a 5/8" rebar corner to S Wildes (DB 229, PG 586); thence leaving said R. Shilts with said S. Wildes N 26 deg. 07 min. 47 sec. W., 113.78' to a 5/8" rebar; thence N 76 deg. 09 min. 51 sec. W., 21.97' to a 5/8" rebar; thence N 73 deg. 38 min. 04 sec. W., 76.20' to a 5/8" rebar; thence S 59 deg. 39 min. 18 sec. W., 276.87' to a 5/8" rebar on the easterly side of said KY HWY. 333; thence with said KY HWY 333 N. 28 deg. 43 min. 06 sec. W., 1848.98' to the beginning and containing 96.251 acres (more or less) per physical survey by Timothy W. Smith, L. S., in November 1995.

BEING the same property conveyed to Allison T. Willoughby by Deed dated February 18, 2016, and recorded in Deed Book 392 page 556, 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-MEA1-413**

-  Property (Approx. 96.251 Ac)
-  Excluded Area (Approx. 15.77 Ac)

Breckinridge Co., KY
Confidential
6/5/2020



LEASE AGREEMENT

(#KY-MEA1-413)

This Lease Agreement (this "Agreement") is made, dated and effective as of July 13, 2020 (the "Effective Date"), between **Willoughby-Basham 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 96.251 acres (which includes 15.77 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]

(a) Initial Rent [REDACTED]

(b) Operational Rent [REDACTED]

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

[REDACTED]

4.2 Inflation Adjustment

[REDACTED]

4.3 Intentionally Omitted.

4.4 Substation, Switchyard, etc.

[REDACTED]

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.

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. Mortgage 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]

12.2 Owner's Right to [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, 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:

Willoughby-Basham 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.

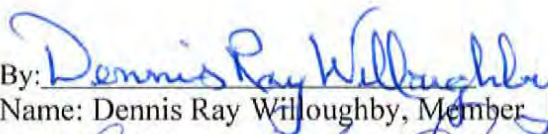
13.11 *Further Assurances.* From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments, 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.

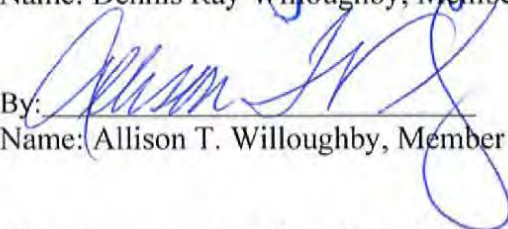
13.12 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

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”

Willoughby-Basham 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. 111-52A and 111-53A (96.251 acres)

BEING a 96.251 acre tract located on the easterly side of KY HWY. 333, Webster, Breckinridge County, Kentucky and further described as follows:

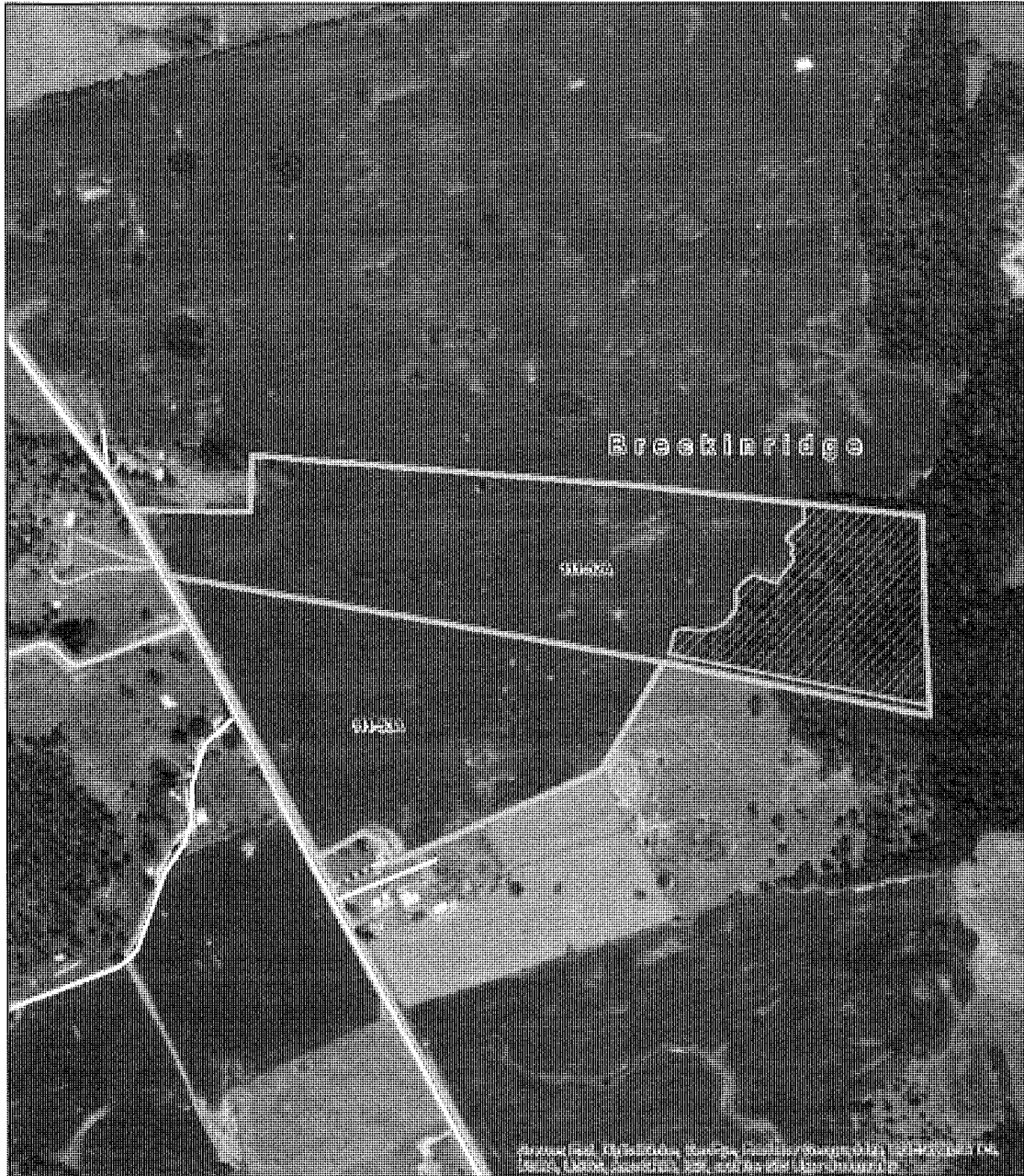
BEGINNING at a 5/8" rebar on the easterly side of KY HWY 333 corner to P. Dowell (DB 111, PG 450); thence with said P. Dowell S 88 deg. 21 min. 23 sec. E., 568.85' to a rebar, thence N 03 deg. 18 min. 40 sec. E, 255.96' to a 5/8" rebar in the line of J.D. Tobin, Jr. (DB 192, PG 182); thence with said J.D. Tobin, Jr. S 85 deg. 51 min. 20 sec. E., 1833.30' to a stone corner to J.D. Tobin, Jr. (DB 187, PG 257); thence with said J.D. Tobin, Jr. S 85 deg. 25 min. 42 sec. E., 1218.42' to a rebar, thence S 10 deg. 55 min. 27 sec. E., 542.26' to a stone corner to J.D. Tobin, Jr. (DB 196, PG 480); thence with said J.D. Tobin, Jr. S 23 deg. 10 min. 53 sec. W., 405.41' to a cedar corner to R. Shilts (DB 257, PG 151); thence leaving said J.D. Tobin, Jr. with said R. Shilts N 77 deg. 36 min. 01 sec. W., 531.77' to a 5/8" rebar; thence N 78 deg. 41 min. 57 sec. W., 551.71' to a 5/8" rebar, thence S 30 deg. 42 min. 05 sec. W., 470.79' to a 5/8" rebar, thence S 30 deg. 40 min. 52 sec. W, 109.36' to a 5/8" rebar; thence S 64 deg. 59 min. 21 sec. W., 49.78' to a 5/8" rebar; thence S 64 deg. 59 min. 42 sec. W., 591.05' to a tack in post corner to R. Shilts (DB 193, PG 143); thence with said R. Shilts S 65 deg. 02 min. 04 sec. W., 397.69' to a 5/8" rebar corner to S Wildes (DB 229, PG 586); thence leaving said R. Shilts with said S. Wildes N 26 deg. 07 min. 47 sec. W., 113.78' to a 5/8" rebar; thence N 76 deg. 09 min. 51 sec. W., 21.97' to a 5/8" rebar; thence N 73 deg. 38 min. 04 sec. W., 76.20' to a 5/8" rebar; thence S 59 deg. 39 min. 18 sec. W., 276.87' to a 5/8" rebar on the easterly side of said KY HWY. 333; thence with said KY HWY 333 N. 28 deg. 43 min. 06 sec. W., 1848.98' to the beginning and containing 96.251 acres (more or less) per physical survey by Timothy W. Smith, L. S., in November 1995.

BEING the same property conveyed to Allison T. Willoughby by Deed dated February 18, 2016, and recorded in Deed Book 392 page 556, 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-MEA1-413**

-  Property (Approx. 96.251 Ac)
-  Excluded Area (Approx. 15.77 Ac)

Breckinridge Co., KY
Confidential
6/5/2020



LEASE AGREEMENT

(#KY-MEA1-179)

This Lease Agreement (this "Agreement") is made, dated and effective as of July 13, 2020 (the "Effective Date"), between **Willoughby-Norton 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 358.70 acres (which includes 107.25 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 Adjustment

[REDACTED]

4.3 Intentionally Omitted.

4.4 Substation, Switchyard, etc.

[REDACTED]

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.

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 Bi [REDACTED]

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) Existing Access Road. Owner and Lessee shall have the right to utilize the existing access road on the Property depicted on Exhibit A-1 hereto (the "Access Road") *provided, however*, that Lessee, in consultation with Owner, may re-route such Access Road in order to accommodate the location of a Project Site.

(h) 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.

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

(j) 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.

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

(l) 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]

[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. In the event that any mortgage, deed of trust or other security interest in all or any portion of Lessee's interest in this Agreement, the Lease, the Property, a Project Site or in any Solar Facilities is entered into by Lessee (a "Leasehold Mortgage"), then any person who is the mortgagee of a Leasehold Mortgage (a "Leasehold Mortgagee") shall, for so long as its Leasehold Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Section 11. Lessee or any Leasehold Mortgagee shall send written notice to Owner of the name and address of any such Leasehold Mortgagee, as well as any change of the name or address of any Leasehold Mortgagee.

11.1 Leasehold Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Leasehold Mortgagee shall have the absolute right to: (a) assign its security interest; (b) enforce its lien and acquire title to the leasehold and/or easement estate by any lawful means; (c) take possession of and operate the Solar Facilities or any portion thereof and to perform all obligations to be performed by Lessee hereunder, or to cause a receiver to be appointed to do so; and (d) acquire the leasehold and/or easement estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold and/or easement estate to a third party. Owner's consent shall not be required for the acquisition of the encumbered leasehold and/or easement estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

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

[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, 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:

Willoughby-Norton Farm, LLC
Dennis Ray and Allison T. Willoughby
240 N 1st Street
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

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.

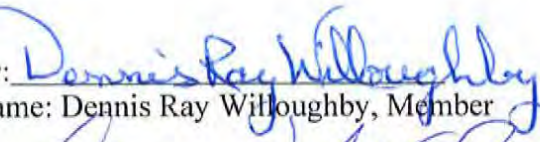
13.11 *Further Assurances.* From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments, 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.

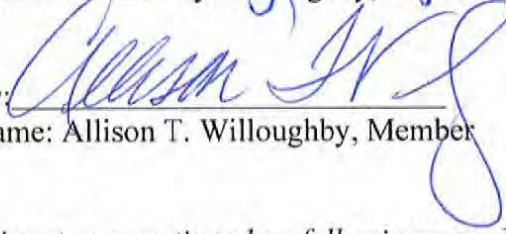
13.12 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

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”

Willoughby-Norton 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. 123-2

A certain tract or parcel of land in Breckinridge County, Kentucky about one mile west from Irvington on the O. L. Norton road and described as follows:

Beginning at a ½ inch steel rod set on the southwest of said road at Ova Wright's corner, thence crossing the road and running with P. L. Kasey's lines North 49-06 East 986.6 feet to a ½ inch steel rod at a fence corner, South 44-03 East 263.7 feet to a ½ inch steel rod at a fence corner, North 50-52 East 331.1 feet to a 1/2 inch steel rod at fence corner, North 39-05 West 1514.1 feet to a ½ inch steel rod at a fence corner, and North 51-55 East 478.9 feet to a ½ inch steel rod at a fence post corner to Van Lahr Farms, thence with Van Lahr's line North 09-35 West 859.7 feet to a ½ inch steel rod set a fence post corner to J. D. Tobin, Jr., thence with Tobin's lines South 74-33 West 3129.0 feet to a ½ inch steel rod at a fence corner, South 22-27 East 458.1 feet to a ½ inch steel rod at a fence corner, and South 69-19 West 2759.5 feet to a stone at Johnson's corner, thence with Johnson's line South 00-21 West 860.3 feet to a post oak and a steel rod at William Alexander's corner, thence with Alexander's lines North 86-10 East 2404.5 feet to a ½ inch steel rod at a fence corner, South 13-03 East 2450.9 feet to a ½ inch steel rod at a fence corner, North 76- 23 East 501.8 feet to a ½ inch steel rod at a fence corner, and South 18-24 East 681.8 feet to a ½ inch steel rod and post oak at Richardson's corner, thence with Richardson's line North 67-28 East

992.4 feet to a steel rod at a fence corner to Ova Wright, thence with Wright's lines North 03-55 West 1317.5 feet to a steel rod at a fence corner, North 40-22 West 617.1 feet to a steel rod at a fence corner, and North 49-13 East 1139.3 feet to the beginning, and containing 358.7 acres, more or less. Surveyed under the supervision of Joseph E. Jarboe, LS 2077, during April, 1982, using the random traverse method with closure error of 1:9000, and a magnetic basis of bearings.

BEING the same property conveyed to Allison T. Willoughby by Deed dated February 18, 2016, and recorded in Deed Book 392 page 573, 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 = 800 feet
0 400 800
Feet

**Exhibit A-1 Willoughby-Norton Farm, LLC;
KY-MEA1-179**

 Excluded Area - 107.25 Ac
 Property - 358.70 Ac
 Access Road

Breckinridge Co., KY
6/3/2020

