

LEASE AGREEMENT
(#KY-HAR1-041)

This Lease Agreement (this "Agreement") is made, dated and effective as of April 1, 2021 (the "Effective Date"), between **Claire Leverin Askins, a widow** ("Owner") and **Clover Creek Solar Project 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".

NOW, THEREFORE, the Parties agree as follows:

1. Lease. Owner hereby leases to Lessee the real property of Owner consisting of approximately 173.0 acres (which includes 50.00 acres identified as Excluded Area [defined in Section 4.5 below]) located in Breckinridge County, Kentucky, and legally described on Exhibit A attached hereto and incorporated herein by reference. Such lease ("Lease") includes the right to access and utilize all radiant energy emitted from the sun upon, over and across the real property ("Solar Energy"), and any easements, rights-of-way, and other rights and benefits relating or appurtenant to such real property (collectively, the "Property"). 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"), 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) [REDACTED] [REDACTED] (the "Commercial Operation Date"), or (b) [REDACTED] Lessee may elect to extend the Initial Term for [REDACTED]

[REDACTED] The Initial Term plus either or both of such additional [REDACTED] terms are called the "Term." If the Start of Construction (as defined in Section 3.2) has not occurred prior to [REDACTED]

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

- (a) Initial Rent. (a) [REDACTED] [REDACTED] [REDACTED] [REDACTED] (b) [REDACTED] [REDACTED] [REDACTED] [REDACTED] and (c) [REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED] In addition, in the event that Lessee installs one or more meteorological monitoring stations on the Property, [REDACTED] [REDACTED] The payments for a meteorological monitoring station [REDACTED] [REDACTED], in which case all such payments shall cease.

(b) Operational Rent. [REDACTED]
[REDACTED]
[REDACTED] (“Operational Rent”).

<u>Anniversaries of Start of Construction</u>	<u>Amount</u>
1 – 9	[REDACTED]
10 – 19	[REDACTED]
20 – 29	[REDACTED]
30 – end	[REDACTED]

Notwithstanding the foregoing, for purposes of calculating Operational Rent for a Project Site (a) [REDACTED]
[REDACTED]
[REDACTED] and (b) [REDACTED]
[REDACTED]

4.2 Inflation Adjustment. The amount of Operational Rent shall be adjusted annually by the increase or decrease in the [REDACTED]
[REDACTED] (“Index”), [REDACTED]
[REDACTED] The base for computing the increase or decrease in the Index for this purpose shall be [REDACTED]
[REDACTED] (the “Beginning Index”). [REDACTED]
[REDACTED]
[REDACTED] If the Index is discontinued or revised during the Term, such other government index or computation by which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

4.3 Underground Collection Lines, Roads. Lessee will pay Owner, as applicable, the following additional amounts [REDACTED]
[REDACTED]

(a) No overhead power lines shall be installed on the Property by Lessee.

(b) If underground collection lines are installed by Lessee under the Property outside of a Project Site pursuant to Section 10.1, [REDACTED]
[REDACTED]

(c) If new roads are constructed by Lessee on the Property outside of a Project Site pursuant to Section 8.6, [REDACTED]

[REDACTED]

Each of the additional payments under Sections 4.3(a), (b) and (c) above shall be adjusted annually

[REDACTED]

4.4 Substation, Switchyard, etc. If Lessee intends to install the electric substation or switchyard pursuant to Section 10.1, or an operations & maintenance building, on the Property outside of a Project Site, then Lessee may lease or with Owner's prior consent, purchase the actual acreage occupied by the substation, switchyard or building (the "Control Property"). In the event of any such installation outside of a Project Site, whether or not Lessee leases or purchases such acreage, Lessee will make a one-time payment to Owner within 60 days of the Commercial Operation Date of the Project equal to 150% of the fair market value of such acreage for agricultural use. If the Parties are unable to agree on such fair market value, then fair market value shall be determined by written appraisal performed by an independent appraiser reasonably acceptable to Owner and Lessee. If Lessee elects to purchase the Control Property and Owner consents to such purchase, Owner will sell and convey the same to Lessee upon and subject to the terms and conditions set forth in Exhibit B attached to and made a part of this Agreement.

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

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

6. Taxes.

6.1 Lessee and Owner. Lessee shall pay personal property taxes [REDACTED]

[REDACTED]

[REDACTED] 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.

[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, 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, 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. If Lessee causes the destruction of existing growing crops on any part of the Property which is located outside of the Project Site or the boundaries of any Related Facilities, Lessee shall compensate Owner as calculated below (the "Crop Damage Payment"). [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] If Owner does not have yield records available, the Parties will use FSA records or other commonly used yield information available for the area. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If they cannot agree, they shall promptly have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent. [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. [REDACTED]

[REDACTED] 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 [REDACTED]

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 [REDACTED]

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

new agreements shall in the aggregate equal the amounts that are due under Section 4); (f) provide for payments thereafter due under Section 4 and elsewhere to be paid with respect to the Solar Facilities actually installed under such new lease for the portion of the Property subject to such lease; and (g) enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Property. Further, notwithstanding any other provision of this Agreement, (i) in the event of any uncured default under any such new lease agreement, [REDACTED]

[REDACTED] and (ii) in the event of a termination of any such new lease agreement, [REDACTED]

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 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, and all necessary and proper 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, and with Owner's consent, 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, including, without limitation, a perpetual easement. Alternatively, at Lessee's election, Owner agrees either to (a) grant such rights directly to such utility or other entity, or (b) convey title to such portion of the Property to the utility or other entity by deed or other conveyance. In the event

Lessee exercises the foregoing rights or election, and in lieu of payment to Owner by the utility or other entity, Lessee will make a one-time payment to Owner equal to 150% of the fair market value for its current land use of the actual acreage occupied or to be occupied by such facilities. If the Parties are unable to agree on such fair market value, then fair market value shall be determined by written appraisal performed by an independent appraiser reasonably acceptable to Owner and Lessee. Half of such one-time payment will be payable [REDACTED] the other half will be payable [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. 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. As a precondition to exercising any rights or remedies as a result of any alleged default by Lessee, Owner shall give written notice of the default to each Leasehold Mortgagee of which Owner has notice concurrently with delivery of such notice to Lessee, specifying in detail the alleged event of default and the required remedy. In the event Owner gives such written notice of default, the following provisions shall apply:

(a) A "monetary default" means failure to pay (i) when due any rent or other monetary obligation of Lessee under this Agreement other than real property taxes, or (ii) prior to delinquency any real property taxes (unless Owner did not deliver the applicable tax bill to Lessee at least 10 business days prior to the applicable tax delinquency date). Any other event of default is a "non-monetary default."

(b) The Leasehold Mortgagee shall have the same period after delivery of notice of default to remedy the default, or cause the same to be remedied, as is given to Lessee after delivery of notice of default, plus, in each instance, the following additional time periods: (i) 60 days, for a total of 120 days after delivery of the notice of default in the event of any monetary default; and (ii) 60 days, for a total of 120 days after delivery of the notice of default in the event of any non-monetary default; *provided* that such 120-day period shall be extended for a non-monetary default by the time reasonably required to complete such cure, including the time required for the Leasehold Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of Lessee's interest in the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Leasehold Mortgagee acts with reasonable and continuous diligence. The Leasehold Mortgagee shall have the absolute right to substitute itself for the Lessee and perform the duties of Lessee hereunder for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Leasehold Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of the original Lessee hereunder. Owner shall not terminate this Agreement prior to expiration of the cure periods available to a Leasehold Mortgagee as set forth above. If a Leasehold Mortgagee's delay in curing a non-monetary default causes damages to Owner, Owner shall have the right to reimbursement for all actual costs thereof.

(c) During any period of possession of the Property by a Leasehold Mortgagee (or a receiver requested by such Leasehold Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Leasehold Mortgagee, the Leasehold Mortgagee shall pay or cause to be paid the Rent and all other monetary charges payable by Lessee hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Lessee's leasehold or easement estate by the Leasehold Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Leasehold Mortgagee or party acquiring title to Lessee's leasehold or easement estate shall, as promptly as reasonably possible, commence the cure of all defaults hereunder and thereafter diligently process such cure to completion, whereupon Owner's right to terminate this Agreement based upon such defaults shall be deemed waived.

(d) Any Leasehold Mortgagee or other party who acquires Lessee's leasehold or easement interest pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to perform the obligations imposed on such party by this Agreement so long as such Leasehold Mortgagee or other party has ownership of the leasehold and/or easement estate or possession of the Property.

(e) Neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Agreement or any interest therein as long as all material obligations of Lessee under the terms of this Agreement are performed by Lessee or a Leasehold Mortgagee in accordance with the terms of this Agreement.

(f) Nothing herein shall be construed to extend this Agreement beyond the Term or to require a Leasehold Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Leasehold Mortgagee discontinues foreclosure proceedings, this Agreement shall continue in full force and effect.

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. 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 any roads, or restore the original grade of any land or any cleared timber, or plant any trees, crops or other plants. 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.

[REDACTED]

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. 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 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:

Claire Leverin Askins

[REDACTED]
[REDACTED]

[REDACTED]

Email:

If to Lessee:

Clover Creek Solar Project LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attn: General Counsel
Phone: (510) 267-8921
Fax: (510) 267-8911

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, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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: Claire Leverin Askins

[Signatures continued on following page.]

“Lessee”

**Clover Creek Solar Project LLC,
a Delaware limited liability company**

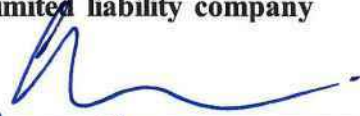
By: 
Name: Michael Haas
Title: President

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: 60-7 (173 acres)

A certain tract or parcel of land lying and being in Breckinridge County and bounded and described as follows:

FIRST TRACT:

Beginning at the first corner in the 282 acre tract of Geo. Frank; thence 19 W. 100 poles to an ash, Nancy Frank's corner; (1 degree variation); thence S 69 W. 139 poles to a stone; thence N. 21 W. 40 poles to an original corner; thence with the original S. 69 W. 21 1/2 poles to a stake; (2 1/2 degrees variation) thence down the branch north 72 W. 26 poles; S. 68 W. 52 poles; S 53 W. 19 poles; S 13. W. 15 poles; S. 48 1/2 W. 9 poles, S. 32 W. 24 poles; S. 75 W. 20 poles, S. 85 W. 26 poles N. 77 W. 18 poles to a stone; thence S. 21 E. 51 poles to a hickory (2 1/2 degrees variation) thence up another branch S. 61 E. 34 poles N. 40 E. 32 poles; S. 79 E. 20 poles; N. 80 E. 14-poles; S. 79 E. 20 poles; N. 69 E. 24 poles; S. 85 E. 29 poles; S. 55 E. 17 poles; N. 43 E. 25 poles; N. 86 E. 16 poles; thence S. 48 1/2 E. 47 poles; to DeHaven's corner; thence n. 60 E. 47 poles to another of DeHaven's corners; thence N. 78 E. 50 poles to the beginning, containing 157 acres, more or less.

SECOND TRACT:

Beginning at a stone at the base of a gate post, DeHaven's corner; thence N. 49 W. 52 poles to a white thorn now gone, in a branch; thence with the meanders of the branch S. 86 W. 16 poles; S. 43 W. 25 poles; N. 55 W. 17 poles N. 85 W. 29 poles; S. 69 W. 24 poles; N. 79 W. 20 poles; S. 80 W. 14 poles; N. 79 W. 20 poles; S. 40 W. 32 poles; S. 67 W. 33 poles; N. 61 W. 34 poles to a hickory corner to Bennie Board and James W. Miller; thence S. 18 E. 18 poles to a white oak stump in LeSieur's line; thence with the meanders of the road S. 80 E. 9 poles; N. 72 1/2 E. 32 1/2 poles; N. 59 E. 16 poles; S. 87 E. 31 poles; N. 73 1/2 E. 25 poles; N 88 E. 18 1/5 poles; S. 78 E. 23 poles to a large upright stone; thence N. 64 E. 22 1/2 poles; S. 44 E. 10 4/5 poles to a stone in the edge of the road; thence S. 49 W. 5 poles to a stone 10 feet from the center of a large white oak and corner of orchard; thence S. 46 E. 14 1/4 poles to corner of orchard; thence S. 46 W. 18 poles corner of orchard and near a big barn; thence S. 49 W. 36 poles to a stone near a pond; thence S. 41 W. 2 poles to the center of a pond; thence S. 45 1/2 W. 54 2/3 poles to a stone in Dolph DeHaven's line; thence N. 45 E. 41 1/3 poles to an elm; thence N. 44 W. 50 4/5 poles to a stone; thence N. 50 E. 29 poles to the beginning, containing 54 4/10 acres more or less. Being the same property conveyed to Kenneth A. Brabant and Minnie Lou Brabant, his wife, by a Deed dated April 17, 1943, and recorded in Deed Book 82, page 580, office of the Breckinridge County Court Clerk.

THERE IS EXCEPTED FROM THE ABOVE DESCRIBED PROPERTY, THE FOLLOWING:

A certain tract or parcel of land lying and being in Breckinridge County, Kentucky, and more particularly described as follows:

From the white thorn in the branch S. 50 E. 7-1/3 poles, there being a tract at the edge of the road, S. 63 W. 33 poles to a small elm, S. 49 W. 22-2/3 poles S. 46 E. 14 1/4 poles, S. 46 W. 18 poles, S. 49 E. 36 poles, S. 41 W. 2 poles S. 45 1/2 E. 54-2/3 poles, N. 45 E. 41 1/3 poles, N. 44 W. 50-4/5 poles, N. 50 E. 29 poles to a road; thence N. 49 W. 44-4/5 poles to the beginning, containing 34.5 acres, more or less.

Being the same property conveyed to LeSieur Miller by a Deed dated November 19, 1941, and recorded in Deed Book 81, page 244, office of the aforesaid clerk.

THERE IS FURTHER EXCEPTED THE FOLLOWING:

A certain parcel of land lying and being in the County of Breckinridge State of Kentucky on the headwaters of the "Ben's Hole Hollow Branch" and bounded as follows:

Beginning at a white thorn in a branch, thence S 50 E 7 1/3 poles to a stone in the edge of the road leading from the big Hartford Road to the Little Hartford Road thence with the meanders of the said road S 63 W 33 poles to a small elm, S 49 W 17 2/3 poles, N 44 W 10 4/5 poles S 64 W 22 1/2 poles, N 78 W 23 poles, S 88 W 18 1/5 poles S 13 1/2 W 25 1/3 poles, N 87 W 37 poles, S 59 W 16 poles S 73 1/2 W 32 1/5 poles, N 80 W 9 poles, then leaving the road, 17 1/2 W 18 poles to a hickory in the creek, then up the creek S 60 E 28 poles, N 46 E 30 poles, S 10 E 46 poles, N 78 1/2 E 48 poles, S 78 E 44 poles, N 52 E 20 poles, N 72 E 68 poles to the beginning.

THERE WAS EXCEPTED FROM THE SECOND EXCEPTION HEREIN AND NOW INCLUDED THE FOLLOWING DESCRIBED PROPERTY:

A strip of land about 7 poles wide and thirty three poles long bounded as follows:
BEGINNING at a white thorn, thence S 50 E 7 1/3 poles to a stone in the edge of the road, leading from the Big Hartford, thence with the meanders of the said road S 63 W 33 poles, to a black oak (formerly an elm) thence N 50 W 7 poles to the branch, thence up the branch with its meanders to the beginning.

Being the same property conveyed to Terry B. Askins and Claire Leverin Askins, his wife, by a Deed from Minnie Lou Brabant, a widow, dated February 8, 1985, and recorded in Deed Book 172, page 213, office of the aforesaid clerk.

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



EXHIBIT A-1

Map of Property and Excluded Area



1 inch = 800 feet
0 400 800 Feet

**Exhibit A-1 Terry & Leverin Askins;
KY-HARI-041**

 Excluded Area - 50.00 Ac
 Property - 173.00 Ac

Breckinridge Co., KY
2/16/2021



EXHIBIT B

Purchase and Sale of Control Property

1. **Control Property.** Pursuant to Section 4.4 of the body of this Agreement, if Owner consents to such purchase, Lessee may elect to purchase the Control Property. As provided in Section 4.4, the purchase price for the Control Property shall be [REDACTED]

2. **Closing.** By written notice to Owner delivered before the closing of the sale (the "Closing"), Lessee will designate the proposed date, time and location of the closing for the purchase of the Control Property. At the Closing, Lessee will pay or cause to be paid any and all recording or conveyancing taxes and transfer fees incurred in connection with the sale to Lessee. Ad valorem taxes for the Control Property for the calendar year of the Closing for the purchase will not be prorated between the Parties and shall be the responsibility of Lessee or its designee. At the Closing, Owner shall deliver to Lessee (i) a special warranty deed (the "Deed") conveying good and indefeasible fee simple title to the Control Property and all improvements thereon free and clear of all liens, encumbrances and other title exceptions, except the Permitted Encumbrances (as defined below); (ii) a non-foreign certificate required by Section 1445 of the Internal Revenue Code of 1986, as amended; and (iii) such other documents or instruments as are reasonably requested by Lessee or Lessee's title company to close the transaction, including, without limitation, a seller's affidavit in the form typically required by a title company to enable the title company to issue an extended coverage title insurance policy. The Deed shall contain a waiver of surface rights for the exploration, development and production of oil, gas and other minerals. As used herein, the term "Permitted Encumbrances" shall mean and refer to only (x) those easements, covenants, restrictions, rights of way and other encumbrances affecting the Control Property that are evidenced of record as of the Effective Date in the Real Property Records, except that the Permitted Encumbrances shall not include, and Owner shall obtain a satisfaction and release on or before the Closing of, any monetary liens, including, without limitation, any and all mortgages, mechanics liens, financing statements and judgment liens encumbering the Control Property; and (y) any other matters affecting the Control Property executed after the Effective Date with Lessee's prior written consent.

3. **Subdivision and Other Approvals.** Lessee shall take all actions and pay all costs of obtaining any governmental approvals (the "Approvals") required to partition the Control Property from the balance of the Property, so that the Control Property constitutes a legal lot that can be conveyed to Lessee or Lessee's designee as contemplated by this Agreement. The Approvals shall be on terms and conditions satisfactory to Lessee, in Lessee's sole discretion. Owner agrees to join in executing any applications and requests reasonably required by Lessee in connection with Lessee's pursuit of the Approvals, to support approval of such applications and requests, and to otherwise cooperate with Lessee in the processing and pursuit of such applications and requests.

4. **Actual Acreage.** The actual acreage of the Control Property shall be subject to confirmation in an ALTA survey to be obtained by Lessee at Lessee's expense.

5. **Breach.** In the event that a Party breaches its obligations at the Closing, the other Party shall have the right to seek the remedy of specific performance of the defaulting Party's obligations.

Recording Requested By and
When Recorded Return to:

General Counsel
Clover Creek Solar Project LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
(510) 267-8921

#KY-HAR1-004
Breckinridge County, Kentucky

AMENDMENT TO LEASE AGREEMENT
AND TO
MEMORANDUM OF LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT AND TO MEMORANDUM OF LEASE AGREEMENT (this "Amendment") is made, dated and effective as of April 19, 2021 (the "Amendment Effective Date"), by and between **Joseph L. Burke III, also known as J. L. Burke, and Betty Burke, husband and wife** (collectively, "Owner"), and **Clover Creek Solar Project LLC, a Delaware limited liability company** ("Lessee").

Background

A. Owner and OSER LLC (the "Original Lessee") entered into a Lease Agreement dated effective as of May 31, 2019 (the "Agreement"), as evidenced by the Memorandum of Lease Agreement entered into by and between Owner and the Original Lessee dated effective as of May 31, 2019 and recorded in the Office of the Clerk of Breckinridge County, Kentucky on September 27, 2019 in Lease Book 41 at Page 176 (the "Memorandum"), with respect to the real property consisting of approximately 187.86 acres (the "Original Acreage") and located in Breckinridge County, Kentucky, as more particularly described in Exhibit A attached both to the Agreement and the Memorandum (the "Property").

B. By the Capital Contribution Agreement (Clover Creek Solar Project, Kentucky) dated as of January 21, 2021 and recorded February 9, 2021 in in the Office of the Clerk of Breckinridge County, Kentucky in Lease Book 42 at Page 91, the Original Lessee assigned its interest in the Agreement and the Memorandum to Lessee.

C. Owner and Lessee have agreed to amend the Agreement and the Memorandum to (i) add additional land consisting of approximately 107.44 acres to the Property (such additional land, the "Additional Acreage") as set forth in this Amendment and (ii) revise the legal description of the Property set forth in Exhibit A attached both to the Agreement and the Memorandum to (a) update the derivative deed references applicable to the Original Acreage; (b) designate tax parcel no. 59-15 as being "TRACT I" and tax parcel no. 59-11C as being "TRACT II"; and (c) include with respect to the property described as tax parcel 59-15 a reference to a parcel conveyed to Michael W. and

Sharon L. Henning December 1, 2011.

NOW THEREFORE, Owner and Lessee agree to amend the Agreement and the Memorandum as follows:

1. Property. Exhibit A attached to the Agreement is hereby replaced in its entirety with Exhibit A attached hereto and made part hereof. Exhibit A attached to the Memorandum is hereby replaced in its entirety with Exhibit A attached hereto and made part hereof.

2. Memorandum Acreage. The second sentence of Section 1 of the Memorandum is hereby replaced entirely with the following:

Under the Agreement, Owner hereby leases to Lessee the real property of Owner consisting of approximately 295.30 acres located in Breckinridge County, Kentucky, and legally described on Exhibit A attached hereto and incorporated herein by reference.

3. Lease Acreage. The first sentence of Section 1 of the Agreement is hereby replaced entirely with the following:

Owner hereby leases to Lessee the real property of Owner consisting of approximately 295.30 acres located in Breckinridge County, Kentucky, and legally described on Exhibit A attached hereto and incorporated herein by reference.

4. Payments. [REDACTED] Lessee shall pay Owner [REDACTED]
[REDACTED]
[REDACTED]
Owner and Lessee acknowledge and agree that [REDACTED]
[REDACTED]

5. 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

6. Recording. Owner and Lessee agree that Lessee may record this Amendment in the Official Records of the county in which the Property is located.

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

8. Ratification. The Agreement and Memorandum, each as amended and modified by this Amendment, are ratified and confirmed by the parties and remain in full force and effect.

[Signatures on following page.]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Owner and Lessee have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the Amendment Effective Date.

“OWNER”




Joseph L. Burke III, also known as J. L. Burke



Betty Burke

“LESSEE”

Clover Creek Solar Project LLC,
a Delaware limited liability company

By: 

Name: Michael Haas
Title: President

COMMONWEALTH OF KENTUCKY §
COUNTY OF Buckinidge §

The foregoing instrument was acknowledged before me this 26 day of March 2021, by Joseph L. Burke III, also known as J. L. Burke.

[Signature]
Notary Public Signature

Notary
(Title or rank)

583277 July 17, 2021
(Serial number, if any) ^{Expire date}

COMMONWEALTH OF KENTUCKY §
COUNTY OF Buckinidge §

The foregoing instrument was acknowledged before me this 26 day of March 2021, by Betty Burke.

[Signature]
Notary Public Signature

Notary
(Title or rank)

583277 July 17, 2021
(Serial number, if any) ^{Expire date}

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 April 19 2021, 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.

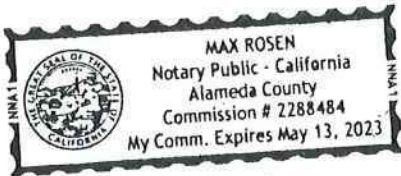
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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

EXHIBIT A

Description of Property

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

TRACT I

Real Property Tax Parcel No. 59-15 (111.8 acres)

Located in Breckinridge County, Kentucky, and being more particularly described as follows, to-wit:

PARCEL ONE:

Beginning at a steel stake in Pete Flood's line, formerly Allie Squire's line and in the Southwest corner of a 1.02 acre tract previously released from the operation of the above mentioned mortgage on February 2, 1956, which said steel stake in (is) South 28 1/2 degrees West 3.16 chains from a steel stake in the West bank of the Old Stephensport Road; thence along the South line of said 1.02 acre tract, South 58 3/4 degrees East 3.19 chains to a steel stake in the Southeast corner of said 1.02 acre tract; thence South 28 degrees West 5.37 chains to a steel stake; thence North 48 degrees 20 minutes West 3.24 chains to a steel stake in the line of Pete Flood; thence along Pete Flood's line North 28 1/2 degrees East 4.79 chains to the place of beginning, containing 1.62 acres, more or less.

THERE IS EXCEPTED AND NOT CONVEYED OUT OF THE ABOVE described property a certain tract of land heretofore conveyed by Charles H. Henning and Mary C. Henning, his wife, to Ellis Carman and Della Carman, his wife, by deed dated September 16, 1983, which deed appears of record in Deed Book 167 at Page 408 in the Breckinridge County Court Clerk's Office, and which excepted property is more particularly described as follows, to-wit:

BEGINNING at a 5/8" rebar in the southerly R/W of Kentucky Highway 259 and 30 feet from its centerline, corner to J. Bland (Deed Book 152, Page 22); thence with the R/W South 58 degrees 31 min. 20 sec. East, 129.01 feet to a 5/8" rebar; thence severing C. Henning (Deed Book 139, Page 17) and continuing with M. Henning (Deed Book 153, Page 4 77) South 32 deg. 12 min. 00 sec. West, 165.46 feet to a 5/8" rebar; thence severing another Henning Tract (Deed Book 95, Page 145) South 49 deg. 13 min. 13 sec. West, 68.94 feet to a 5/8" rebar; thence beginning in the previous Henning tract and continuing with a line severing two more Henning tracts (Deed Book 99, Page 259 and Deed Book 99, Page 542) South 31 deg. 36 min. 13 sec. West, 371.80 feet to a 5/8" rebar; thence continuing in the last Henning tract North 59 deg. 18 min. 56 sec. West, 106.44 feet to a post in the aforementioned Bland tract; thence with Bland and all four Henning tracts North 31 deg. 36 min. 29 sec. East, 608.38 feet to the beginning and containing 1.5845 acres (more or less).

PARCEL TWO:

A certain tract or parcel of land situated, lying and being in Breckinridge County, near the town of Hardinsburg, Kentucky, and bounded and described as follows:

Beginning at a steel stake on the West bank of the old Stephensport Road (now abandoned), corner to Pete Flood, formerly Allie Squire; thence with Flood's line and the fence South 28 1/2 degrees West 3.16 chains to a steel stake in the fence row, also in Flood's line; thence South 58 3/4 degrees East 3.19 chains to a steel stake; thence North 28 degrees East 3.26 chains to a steel stake on the West Bank of the old Stephensport Road; thence with the West side of said road North 60 degrees West 3.16 chains to the beginning, containing 1.02 acres, more or less.

THERE IS EXCEPTED AND NOT CONVEYED OUT OF THE ABOVE DESCRIBED property a certain tract of land heretofore conveyed by Charles Herbert Henning and Mary C. Henning, his wife, to Michael W. Henning and Sharon L. Henning, his wife, by deed dated July 26, 1979, which deed appears of record in Deed Book 153 at Page 477 in the Breckinridge County Court Clerk's Office, and which excepted property is more particularly described as follows, to-wit:

A certain tract or parcel of land lying and being in Breckinridge County, Kentucky, on Kentucky Highway #259 about one-half mile northerly from Hardinsburg and bounded and described as follows:

BEGINNING at a 1/2 inch iron rod on the Southwesterly side of said Highway, 40 feet from center line, and 62.10 feet northwesterly from a 3/4 inch pipe shown as a corner between Robert Henning and Charles Henning on a plat in Plat Book 2, page 3, thence along the margin of said Highway N 59 degrees 18' W 65.96 feet to a 1/2 inch iron rod, thence severing the parent tract S 32 degrees 12' W 160.02 feet to a 1/2 inch iron rod, thence again severing the parent tract S 56 degrees 43' E, passing over a 1/2 inch iron rod at 69.35 feet, a total distance of 81.35 feet to an unmarked point, thence again severing the parent tract N 31 degrees 00' E 163.62 feet to an unmarked point in the southwesterly margin of said Highway, thence N 59 degrees 18' W 12.00 feet to the beginning, and containing 0.296 acres, more or less. All bearings are referred to the magnetic meridian.

PARCEL THREE:

Being a 1.8863-acre tract located within the bounds of 3 larger tracts as conveyed to Charles Henning by Deeds recorded in Deed Book 139, Page 17; Deed Book 152, Page 463; and Deed Book 99, Page 542 in the Office of the County Court Clerk of Breckinridge County, Kentucky, and further described as follows:

BEGINNING at a 5/8" rebar in the southerly 60-foot R/W of Kentucky Highway 259 and corner to F. Mathis (Deed Book 152 Page 573); thence with Mathis South 30 deg. 05 min. 00 sec. West, 552.99 feet to a 1/2 " pipe; thence with new lines in the Henning tracts North 64 deg. 36 min. 43 sec. West, 222.65 feet to a 5/8" rebar; thence North 26 deg. 19 min. 30 sec. East, 251.38 feet to a 5/8" rebar; thence North 83 deg. 42 min. 19 sec. East, 88.36 feet to a 5/8" rebar; thence South 62 deg. 56 min. 16 sec. East, 119.65 feet to a 5/8" rebar; thence North 30 deg. 48 min. 42 sec. East,

175.75 feet to a 5/8" rebar; thence North 39 deg. 58 min. 23 sec. West, 37.90 feet to a 5/8" rebar; thence North 26 deg. 25 min. 38 sec. East, 74.17 feet to a 5/8" rebar in said R/W; thence with the R/W South 59 deg. 14 min. 40 sec. East, 85.89 feet to the beginning and containing 1.8863 acres (more or less). The above description was prepared from a physical survey conducted by Timothy W. Smith, L. S. 2373, on 5 April 1984.

PARCEL FOUR:

A certain tract or parcel of land lying and being in Breckinridge County, Kentucky, one mile north of Hardinsburg on the Old Stephensport Road and described as follows:

Beginning at a steel stake on the west side of the road and corner to Charles Herbert Henning; thence with Charles Herbert Henning's line South 28 degrees west 8.63 chains to a steel stake, Henning's corner; thence again with the said Henning's line north 48 degrees 20 minutes west 3.24 chains to a steel stake in the line of Pete Flood; thence with Flood's line south 28 degrees 30 minutes west 15.05 chains to a white oak; thence continuing with Flood's line south 30 degrees west 6.00 chains to a double hickory, Flood's corner; thence continuing with Flood's line north 50 degrees west 3.50 chains to a sugar tree; thence North 32 degrees west 2.75 chains to an elm; thence north 60 degrees west 3.75 chains to a stone; thence south 51 degrees west 11.50 chains to a red oak; thence south 55 degrees west 4.95 chains to a hickory, corner to Pete Flood. The Texas Gas Company and Arthur Beard; thence with Beard's line south 58 degrees east 2.50 chains to a sugar tree; thence south 38 degrees 30 minutes east 2.87 chains to a red oak; thence south 32 degrees east 3.95 chains to a gum; thence south 55 degrees east 4.32 chains to a poplar; thence south 60 degrees 15 minutes east 8.88 chains to a black oak; thence south 25 degrees 30 minutes west 5.88 chains to a stone; thence north 83 degrees 30 minutes east 23.12 chains to a stone corner to the Hardinsburg Water Works property and Arthur Beard; thence with the Water Works property north 16 degrees east 15.13 chains to a rock and a walnut; thence north 24 degrees east 8.16 chains to a stone; thence north 10 degrees 30 minutes east 8.30 chains to a stone; thence north 42 degrees 30 minutes east 2.74 chains to a stone in a line of the Water Works and corner to Robert Henning; thence with Henning's line north 60 degrees West 15.47 chains to a stone, Robert Henning's corner; thence with another of Robert Henning's lines north 30 degrees East 6.20 chains to a stone on the west side of the Old Stephensport Road; thence with the west side of the road north 60 degrees W 0.68 chains to the beginning.

THERE IS EXCEPTED AND NOT CONVEYED out of the above described property a certain tract of land, which is being conveyed by the first parties to Dallas Kinser, and which property is more particularly described as follows, to-wit: Being a 0.2410 acre tract located within the bounds of 2 larger tracts as conveyed to Charles Henning by Deeds recorded in Deed Book 152, page 463 and Deed Book 99, Page 542 in the office of the County Court Clerk of Breckinridge County, Kentucky, and further described as follows:

BEGINNING at a 5/8" rebar in the southerly 60 foot R/W of Kentucky Highway 259 and corner to F. Mathis (Deed Book 152, Page 573); thence with Kentucky Highway 259 North 59 deg. 14 min. 40 sec. West, 280.34 feet to a 5/8" rebar in the 30 foot farm R/W; thence with the 30 foot R/W North 30 deg. 44 min. 20 sec. West, 160.62 feet to a 5/8" rebar and the true point of beginning; thence with new lines in the Henning tracts South 57 deg. 31 min. 41 sec. East, 42.48

feet to a 5/8" rebar; thence South 29 deg. 36 min. 44 sec. East, 161.30 feet to a 5/8" rebar; thence North 58 deg. 28 min. 29 sec. West, 67.40 feet to a 5/8" rebar; thence North 25 deg. 02 min. 02 sec. East, 107.65 feet to a 5/8" rebar; thence North 78 deg. 42 min. 11 sec. East, 43.71 feet to a 5/8" rebar; thence North 30 deg. 44 min. 20 sec. East, 25.24 feet to the true point of beginning and containing 0.2410 acres (more or less).

EXCEPTING THEREFROM so much of said property as was sold off and conveyed to Michael W. Henning and Sharon L. Henning, his wife, by Deed dated December 1, 2011, of record in Deed Book 358, Page 571, in the Office of the Clerk of Breckinridge County, Kentucky.

BEING the same property conveyed to Joseph L. Burke III (aka J. L. Burke) from Joseph L. Burke and June Ann Burke by deed dated November 1, 1985, and recorded in Deed Book 175, page 158, Breckinridge County Clerk's Office.

TRACT II

Real Property Tax Parcel No. 59-11C (76.06 acres)

A certain tract of land lying in Breckinridge County, Kentucky, west of Hwy 259 North, 3/4 mile north of Hardinsburg and being more particularly described as follows:

Any monument referred to herein as a "rebar set" is a 1/2" x 18" rebar with an orange plastic cap stamped Johnson LS 3211 set this survey. Bearings are based on the J. Henning line and the parent tract source. Bearings and distance have not been adjusted for closure.

Beginning at 18" hickory at a fence corner, corner to the parent tract, G. Nash 210/228 and Texas Gas 161/01 and 90/248. Thence with Texas Gas N 15° 15' 46" W 369.08 feet, to a 30" black oak in fence; thence N 22° 50' 35" W 171.35 feet, to a rebar set; thence N 40° 09' 54" W 304.50 feet, to a rebar set; thence N 24° 28' 24" W 204.76 feet, to a 18" hickory in a fence line; thence N 15° 59' 41" W 334.99 feet, to a rebar set at the base of a large beech in the old fence line; thence N 46° 06' 47" W 214.50 feet, to a rebar set near a branch; thence crossing said branch N 36° 06' 47" W 202.62 feet, to a 30" sycamore in a fence line; thence N 51° 06' 47" W 223.07 feet, to a rebar set on the south side of a branch in the line of J. Henning (273/241); thence with Henning N 63° 30' 00" E 1302.62 feet, to a rebar set and being a new corner in the parent tract; thence leaving Henning with a new division line S 56° 03' 53" E 1281.06 feet, to a rebar set; thence with another new line S 61° 58' 33" E 654.86 feet, to a rebar set in the line of Hagen (170/303); thence with Hagen and then J.L. Burke III (175/158) S 29° 50' 17" W 781.59 feet, to a 36" white oak; thence S 30° 30' 13" W 383.69 feet, to a rebar set; thence N 53° 04' 37" W 220.17 feet, to a rebar set at a dead sugar tree in an old fence line; thence N 30° 39' 22" W 151.85 feet, to a rebar set in an elm stump on the north side of a branch; thence N 60° 43' 45" W 199.35 feet, to a rebar set at a fence corner; thence S 51° 57' 52" W 701.50 feet, to a 12" hickory in the fence; thence S 54° 19' 49" W 318.00 feet, to the beginning and containing 76.06 acres as per survey by Larry J. Johnson KY PLS 3211. Field work completed on 5-11-2004. Class B Survey. Unadjusted field closure of 1 foot in 35462.64 feet.

BEING the same property conveyed to J. L. Burke and Betty Burke from Joseph P. Bland by deed dated May 28, 2004, and recorded in Deed Book 298, Page 407 Breckinridge County

Clerk's Office.

TRACT III

Real Property Tax Parcel No. 44-27A (7.44 acres)

Parcel I

A certain tract or parcel of land situated in Breckinridge County, Kentucky, approximately 2 miles west of Hardinsburg, and containing approximately 7.44 acres according to the Breckinridge County Property Valuation Administrator's Office and more particularly described as follows:

Beginning at a $\frac{3}{4}$ inch galvanized steel pipe sunk in the northerly right-of-way of Skillman Lane, a public road corner to Walter D. Allen; thence with Allen's line north 6 degrees 40 minutes west 4.90 chains to a $\frac{3}{4}$ inch galvanized steel pipe sunk in the ground, another corner to Allen; thence again with Allen's line north 10 degrees 38 minutes west 9.49 chains to a $\frac{3}{4}$ inch galvanized steel pipe sunk in the ground, another corner to Allen; thence again with Allen's line north 2 degrees 12 minutes east 4.67 chains to a $\frac{3}{4}$ inch galvanized steel pipe sunk in the ground, another corner to Allen; thence again with Allen's line north 28 degrees 59 minutes east, crossing a branch at 0.25 chains, in all 2.28 chains to a $\frac{3}{4}$ inch galvanized steel pipe sunk in the ground, another corner to Allen; thence again with Allen's line north 7 degrees 31 minutes west 7.95 chains to a $\frac{3}{4}$ inch galvanized steel pipe sunk in Bill Roach's line, corner to Allen; thence with Roach's line N 69 E 26.41 chains to U.S. Highway No. 60; thence with the said Highway S 56 $\frac{1}{2}$ E 56 $\frac{1}{2}$ poles to Shelton Bishop's line; thence with Bishop's line S 20-3/4 E 60 poles to a stake or stone; thence S 69 W 41.62 chains to the beginning, containing 90.64 acres, more or less, but subject to legal highways. The courses terminating at steel pipe were surveyed by S. W. Fuqua, July 1959; all other courses are as recorded in Deed Book 87, page 163.

Parcel II

A certain parcel of land lying in Breckinridge County, Kentucky, on the Turnpike Road (now Federal Highway No. 60) about 2 $\frac{1}{2}$ miles west from the town of Hardinsburg and bounded and described as follows, to-wit:

Beginning at a stone in a road in the old Jolly line; then N 18 W 48 poles 10 links to a stone on the Pike right of way, then with the Pike S 57 E 50 $\frac{1}{2}$ poles to a stone, then S 57 W 34 poles and 14 links to the beginning, containing five acres and three poles.

THERE IS HOWEVER, EXCEPTED and not conveyed out of Parcel I a certain tract or parcel of land consisting of 89.4998 acres (Tract I) heretofore conveyed to Joseph L. Burke III and Betty L. Burke, his wife, from Charles D. Bennett and Jeanette D. Bennett, his wife, by deed dated April 18, 1991 and recorded in Deed Book 205, page 428, said clerk's office, to which deed reference is hereby given for a more particular description of said property.

THERE IS HOWEVER, EXCEPTED and not conveyed out of Parcels I and II a certain tract or parcel of land consisting of 1.170 acres heretofore conveyed to the Commonwealth of Kentucky

for the use and benefit of the Transportation Cabinet, Department of Highways, from Charles D. Bennett and Jeanette D. Bennett, his wife, by deed dated January 13, 1999 and recorded in Deed Book 257, page 689, said clerk's office, to which deed reference is hereby given for a more particular description of said property.

BEING the same property conveyed to Joseph L. Burke III and Betty L. Burke, his wife, from Charles D. Bennett, unmarried widower of Jeanette D. Bennett, by deed dated August 31, 2012, and recorded in Deed Book 364, Page 359, Breckinridge County Clerk's Office.

TRACT IV

Real Property Tax Parcel No. 44-32 (100 acres)

Parcel I

Being a 89.4998 acre tract located on the southwesterly side of U.S. Hwy. 60 near the town of Hardinsburg, in Breckinridge County, Kentucky and further described as follows:

BEGINNING at a 5/8" rebar in the southwesterly R/W of U.S. Hwy. 60 being 25' from its centerline and corner to c. Bennett (D.B. 120, Pg. 569); thence leaving said R/W s 15 deg. 38 min. 26 sec. E. 336.29' to a 5/8" rebar being the TRUE POINT OF BEGINNING; thence with said Bennett and continuing with C. Bennett (D.B. 172, Pg. 422) s 15 deg. 38 min. 26 sec E., 596.21' to a 5/8" rebar in the northerly R/W of Skillman Road being 30' from its centerline; thence with the said R/W of Skillman Road S 40 deg. 42 min. 20 sec. w., 32.47' ; thence s 56 deg. 04 min. 16 sec. w., 50.64'; thence s 66 deg. 37 min. 40 sec. w., 39.08'; thence s 73 deg. 32 min. 19 sec. w., 331.03' ; thence s 72 deg. 53 min. 45 sec. w., 419.74' ; thence s 73 deg. 06 min. 52 sec. w., 273.90' ; thence s 72 deg. 07 min. 16 sec. w., 99 2.23' ; thence s 72 deg.45 min. 48 sec. w., 588.58' to an existing pipe corner to J. Keenan (D.B. 147, Pg. 218); thence leaving said R/W with said Keenan N 06 deg. 09 min. 32 sec. w., 323.28' to an existing pipe; thence N 10 deg. 02 min. 04 sec. w., 626.10' to an existing pipe; thence N 02 deg. 45 min. 34 sec. E., 308.19' to an existing pipe; thence N 29 deg. 35 min. 25 sec. E., 150.11' to an existing pipe; thence N 07 deg. 32 min. 13 sec. W., 421,88' to an existing pipe corner to Walter Armes (D,B. 110, Pg. 134); thence with said Armes N 74 deg. 39 min. 17 sec. E., 1239.62' to an existing pipe corner to E. Morris (D.B. 186 , Pg. 58); thence with said Morris N 74 deg. 56 min. 56 sec. E., 203.43' to a 5/8" rebar; thence leaving the line of said Morris with a new line in said Bennett s 56 deg. 30 min. 00 sec E., 1371.64' to the beginning and containing 89.4998 acres (more or less) per physical survey by Timothy W. Smith, L.S. 2373.

Parcel II

Being a 2.2098-acre tract located on the northerly side of Skillman Road near Hardinsburg in Breckinridge County, Kentucky and further described as follows:

BEGINNING at a 5/8" rebar in the northerly R/W of Skillman Road corner to C. Bennett (D.B. 101, page 194); thence with said Bennett N 15 deg. 38 min. 26 sec. w., 596.21' to a 5/8" rebar; thence leaving said Bennett with a new line in C Bennett (D.B. 101, Pg. 194) s 55 deg. 26 min. 58 sec. E., 536.50' to a 5/8" rebar in the northerly R/W of said Skillman Road; thence with said

R/W s 57 deg. 04 min. 07 sec. w., 46.07'; thence s 57 deg. 08 min. 10 sec. w., 80.69'; thence s 49 deg. 08 min 46 sec. w., 68.29'; thence s 40 deg. 03 min. 03 sec. w., 81.92'; thence s 35 deg. 45 min. 58 sec. w., 90.27'; thence s 40 deg. 42 min. 20 sec. w., 26.94' to the beginning and containing 2.2098 acres (more or less) per physical survey by Timothy w. Smith, L.S. 2373.

BEING the same property conveyed to Joseph L. Burke III and Betty L. Burke from Charles D. Bennett and Jeanette D. Bennett, his wife, by deed dated April 18, 1991 and recorded in Deed Book 205, Page 428, Breckinridge County Clerk's Office.

DOCUMENT NO: 2020902557
RECORDED ON: 5/17/2021 12:49:00 PM
COUNTY CLERK: JARED BUTLER
COUNTY: BRECKINRIDGE CO.
BOOK: L42 PAGE: 325 - 337 LEASAM
Signed: CSJ

(In the event of any inaccuracies in the above legal description, Lessee may replace it with the correct legal description of the Property.)

SECOND AMENDMENT TO LEASE AGREEMENT

This **SECOND AMENDMENT TO LEASE AGREEMENT** (this "**Amendment**") is made and entered into as of May 30, 2024 (the "**Effective Date**"), by and between Joseph L. Burke III, also known as J.L. Burke, and Betty Burke, husband and wife (collectively, "**Owner**") and Clover Creek Solar Project LLC, a Delaware limited liability company, and its successors and assigns ("**Lessee**"). Owner and Lessee are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**."

WITNESSETH:

WHEREAS, Owner and OSER LLC, a Delaware limited liability company entered into that certain Lease Agreement dated May 31, 2019, the memorandum of which was recorded in Lease Book 41, Page(s) 176-188 in the County Clerk's Office of Breckinridge County, Kentucky ("**Official Records**"), as assigned to Lessee by that certain Capital Contribution Agreement dated January 21, 2021, and recorded February 9, 2021 in Lease Book 42, Page(s) 91-100 of the Official Records, as amended by that certain Amendment to Lease Agreement and to Memorandum of Lease Agreement dated April 19, 2021 and recorded in Lease Book 42, Page(s) 325-337 of the Official Records (collectively, the "**Lease Agreement**"), which affects the real property described in the Lease Agreement (the "**Property**").

WHEREAS, Parties desire to amend the Lease Agreement on the terms and conditions more particularly described herein;

WHEREAS, all capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Lease Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Parties hereby agree that Lease Agreement shall be amended as follows:

1. Section 3.1 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

Term. The initial term of this Agreement ("**Initial Term**") commenced upon the Letter Agreement Effective Date and will continue until the later of (a) [REDACTED] [REDACTED] (the "**Commercial Operation Date**"), or (b) [REDACTED] Lessee may elect to extend the Initial Term [REDACTED] [REDACTED] The Initial Term plus either or both of such additional [REDACTED] terms are called the "**Term**." If the Start of Construction (as defined in Section 3.2) has not occurred prior to [REDACTED] [REDACTED]

2. Section 3.2 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

"Project Sites. [REDACTED] ("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"), provided, however, the combined [REDACTED] Lessee shall designate a new Project Site each time it constructs new Solar Facilities on the Property."

3. Section 4.1 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

"Rent. In consideration of the rights granted hereunder, Lessee paid Owner the first Initial Rent payment, [REDACTED] from the Letter Agreement Effective Date in the amount of [REDACTED], and Lessee will also pay Owner the following amounts:

- (a) Initial Rent. (i) [REDACTED]
- [REDACTED] (ii) [REDACTED]
- [REDACTED] and (iii) [REDACTED]

[REDACTED] In addition, in the event that Lessee installs one or more meteorological monitoring stations on the Property, Lessee will pay Owner \$ [REDACTED]. The payments for a meteorological monitoring station shall be made [REDACTED]

(b) Operational Rent. If Lessee constructs Solar Facilities on the Property, Lessee will pay Owner [REDACTED]

[REDACTED] ("Operational Rent"). The Operational Rent shall increase annually by [REDACTED]

<u>Anniversaries of Start of Construction</u>	<u>Amount</u>
---	---------------

1-10	[REDACTED]
11-20	[REDACTED]
21-end	[REDACTED]

Notwithstanding the foregoing, for purposes of calculating Operational Rent for a Project Site (a) [REDACTED]

[REDACTED] and (b) [REDACTED]
[REDACTED]

4. Section 4.2 of the Lease Agreement is hereby deleted in its entirety.


5. Ratification. Except as specifically set forth herein, by execution hereof, all other terms and conditions of the Lease Agreement are hereby ratified and confirmed and shall remain in full force and effect.

6. No Modification. Except as expressly set forth in this Amendment, the Lease 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.

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

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first written above.

OWNER:



Joseph L. Burke III, also known as J.L. Burke



Betty Burke

LESSEE:

Clover Creek Solar Project LLC,
a Delaware limited liability company

By: 

Name: Robert S. Anders
Title: Associate Director
of Development

LEASE AGREEMENT

(#KY-HAR1-004)

This Lease Agreement (this "Agreement") is made, dated and effective as of May 31, 2019 (the "Effective Date"), between **Joseph L. Burke III, also known as J. L. Burke, and Betty Burke, 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 June 1, 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 187.86 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) [REDACTED] [REDACTED] [REDACTED] (the "Commercial Operation Date"), or (b) [REDACTED] [REDACTED] Lessee may elect to extend the Initial Term [REDACTED] [REDACTED] The Initial Term plus either or both of such additional [REDACTED] terms are called the "Term." If the Start of Construction (as defined in Section 3.2) has not occurred prior to [REDACTED] [REDACTED]

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. In consideration of the rights granted hereunder, (a) [REDACTED] [REDACTED] [REDACTED] (b) Lessee will pay Owner the following amounts:

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

(b) [REDACTED]
 [REDACTED]
 [REDACTED] and (c) [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED] In addition, in the event that Lessee
 installs one or more meteorological monitoring stations on the Property, [REDACTED]
 [REDACTED] The payments for a meteorological monitoring
 station [REDACTED] in
 [REDACTED] in
 which case all such payments shall cease.

(b) Operational Rent. [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED] (“Operational Rent”).

<u>Anniversaries of Start of Construction</u>	<u>Amount</u>
1 – 9	[REDACTED]
10 – 19	[REDACTED]
20 – 29	[REDACTED]
30 – end	[REDACTED]

Notwithstanding the foregoing, for purposes of calculating Operational Rent for a Project Site (a)
 [REDACTED]
 [REDACTED]
 [REDACTED] and (b) [REDACTED]
 [REDACTED]

4.2 Inflation Adjustment. The amount of Operational Rent shall be adjusted
 annually by the increase or decrease [REDACTED]
 [REDACTED]
 [REDACTED] (“Index”), b [REDACTED]
 [REDACTED]
 [REDACTED] The base for computing the increase or decrease in the Index
 for this purpose shall be [REDACTED]
 [REDACTED] (the “Beginning Index”). [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED] If
 the Index is discontinued or revised during the Term, such other government index or
 computation by which it is replaced shall be used in order to obtain substantially the same result
 as would be obtained if the Index had not been discontinued or revised.

4.3 Overhead Power Lines, Underground Collection Lines, Roads. Lessee will pay Owner, as applicable, the following additional amounts [REDACTED]

(a) If overhead power lines are installed by Lessee on or over the Property outside of a Project Site pursuant to Section 10.1, [REDACTED]

(b) If underground collection lines are installed by Lessee under the Property outside of a Project Site pursuant to Section 10.1, [REDACTED]

(c) If new roads are constructed by Lessee on the Property outside of a Project Site pursuant to Section 8.6, [REDACTED]

Each of the additional payments under Sections 4.3(a), (b) and (c) above shall be adjusted annually [REDACTED]

4.4 Substation, Switchyard, etc. If Lessee intends to install the electric substation or switchyard pursuant to Section 10.1, or an operations & maintenance building, on the Property outside of a Project Site, then Lessee may lease or purchase the actual acreage occupied by the substation, switchyard or building (the "Control Property"). In the event of any such installation outside of a Project Site, whether or not [REDACTED]

[REDACTED] If the Parties are unable to agree on such fair market value, then fair market value shall be determined by written appraisal performed by an independent appraiser reasonably acceptable to Owner and Lessee. If Lessee elects to purchase the Control Property, Owner will sell and convey the same to Lessee upon and subject to the terms and conditions set forth in Exhibit B attached to and made a part of this Agreement.

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 [REDACTED]

[REDACTED] 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. [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, 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. If Lessee causes the destruction of existing growing crops on any part of the Property which is located outside of the Project Site or the boundaries of any Related Facilities, Lessee shall compensate Owner as calculated below (the "Crop Damage Payment").

[REDACTED]

If Owner does not have yield records available, the Parties will use FSA records or other commonly used yield information available for the area. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If they cannot agree, they shall promptly have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent.

[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. [REDACTED]

[REDACTED] 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 [REDACTED]

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 [REDACTED]

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

[REDACTED] and (ii) in the event of a termination of any such new lease agreement, [REDACTED]

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, including, without limitation, a perpetual easement. Alternatively, at Lessee's election, Owner agrees either to (a) grant such rights directly to such utility or other entity, or (b) convey title to such portion of the Property to the utility or other entity by deed or other conveyance. In the event Lessee exercises the foregoing rights or election, and in lieu of payment to Owner by the utility or other entity, Lessee will make a one-time payment to Owner equal to 150% of the fair market value for its current land use of the actual acreage occupied or to be occupied by such facilities. If the Parties are unable to agree on such fair market value, then fair market value shall be determined by written appraisal performed by an independent appraiser reasonably acceptable to Owner and Lessee. Half of such one-time payment will be payable

_____ the other half will be payable _____

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.

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 Mortgage") 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. As a precondition to exercising any rights or remedies as a result of any alleged default by Lessee, Owner shall give written notice of the default to each Leasehold Mortgagee of which Owner has notice concurrently with delivery of such notice to Lessee, specifying in detail the alleged event of default and the required remedy. In the event Owner gives such written notice of default, the following provisions shall apply:

(a) A "monetary default" means failure to pay (i) when due any rent or other monetary obligation of Lessee under this Agreement other than real property taxes, or (ii) prior to delinquency any real property taxes (unless Owner did not deliver the applicable tax bill to Lessee at least 10 business days prior to the applicable tax delinquency date). Any other event of default is a "non-monetary default."

(b) The Leasehold Mortgagee shall have the same period after delivery of notice of default to remedy the default, or cause the same to be remedied, as is given to Lessee after delivery of notice of default, plus, in each instance, the following additional time periods: (i) 60 days, for a total of 120 days after delivery of the notice of default in the event of any monetary default; and (ii) 60 days, for a total of 120 days after delivery of the notice of default in the event of any non-monetary default; *provided* that such 120-day period shall be extended for a non-monetary default by the time reasonably required to complete such cure, including the time required for the Leasehold Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of Lessee's interest in the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Leasehold Mortgagee acts with reasonable and continuous diligence. The Leasehold Mortgagee shall have the absolute right to substitute itself for the Lessee and perform the duties of Lessee hereunder for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Leasehold Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of the original Lessee hereunder. Owner shall not terminate this Agreement prior to expiration of the cure periods available to a Leasehold Mortgagee as set forth above. If a Leasehold Mortgagee's delay in curing a non-monetary default causes damages to Owner, Owner shall have the right to reimbursement for all actual costs thereof.

(c) During any period of possession of the Property by a Leasehold Mortgagee (or a receiver requested by such Leasehold Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Leasehold Mortgagee, the Leasehold Mortgagee shall pay or cause to be paid the Rent and all other monetary charges payable by Lessee hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Lessee's leasehold or easement estate by the Leasehold Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Leasehold Mortgagee or party acquiring title to Lessee's leasehold or easement estate shall, as promptly as reasonably possible, commence the cure of all defaults hereunder and thereafter diligently process such cure to completion, whereupon Owner's right to terminate this Agreement based upon such defaults shall be deemed waived.

(d) Any Leasehold Mortgagee or other party who acquires Lessee's leasehold or easement interest pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to perform the obligations imposed on such party by this Agreement so long as such Leasehold Mortgagee or other party has ownership of the leasehold and/or easement estate or possession of the Property.

(e) Neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Agreement or any interest therein as long as all material obligations of Lessee under the terms of this Agreement are performed by Lessee or a Leasehold Mortgagee in accordance with the terms of this Agreement.

(f) Nothing herein shall be construed to extend this Agreement beyond the Term or to require a Leasehold Mortgagee to continue foreclosure proceedings after the default

has been cured. If the default is cured and the Leasehold Mortgagee discontinues foreclosure proceedings, this Agreement shall continue in full force and effect.

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 Mortgagee, 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. 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 any roads, or restore the original grade of any land or any cleared timber, or plant any trees, crops or other plants. 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. [REDACTED]

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. 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 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:

J. L. Burke and Betty Burke

[REDACTED]

[REDACTED]

[REDACTED]

Email:

If to Lessee:

OSER LLC

c/o Orion Renewable Energy Group LLC

155 Grand Avenue, Suite 706

Oakland, CA 94612

Attn: General Counsel

Phone: (510) 267-8921

Fax: (510) 267-8911

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, [REDACTED]

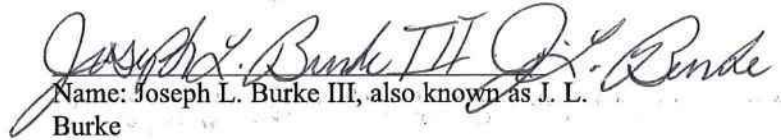
13.11 Further Assurances. From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments, 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: Joseph L. Burke III, also known as J. L. Burke


Name: Betty Burke

“Lessee”

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


By: 
Name: Nicholas A. Hiza
Title: Vice 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. 59-15

Located in Breckinridge County, Kentucky, and being more particularly described as follows, to-wit:

PARCEL ONE:

Beginning at a steel stake in Pete Flood's line, formerly Allie Squire's line and in the Southwest corner of a 1.02 acre tract previously released from the operation of the above mentioned mortgage on February 2, 1956, which said steel stake in (is) South 28 1/2 degrees West 3.16 chains from a steel stake in the West bank of the Old Stephensport Road; thence along the South line of said 1.02 acre tract, South 58 3/4 degrees East 3.19 chains to a steel stake in the Southeast corner of said 1.02 acre tract; thence South 28 degrees West 5.37 chains to a steel stake; thence North 48 degrees 20 minutes West 3.24 chains to a steel stake in the line of Pete Flood; thence along Pete Flood's line North 28 1/2 degrees East 4.79 chains to the place of beginning, containing 1.62 acres, more or less.

THERE IS EXCEPTED AND NOT CONVEYED OUT OF THE ABOVE described property a certain tract of land heretofore conveyed by Charles H. Henning and Mary C. Henning, his wife, to Ellis Carman and Della Carman, his wife, by deed dated September 16, 1983, which deed appears of record in Deed Book 167 at Page 408 in the Breckinridge County Court Clerk's Office, and which excepted property is more particularly described as follows, to-wit:

BEGINNING at a 5/8" rebar in the southerly R/W of Kentucky Highway 259 and 30 feet from its centerline, corner to J. Bland (Deed Book 152, Page 22); thence with the R/W South 58 degrees 31 min. 20 sec. East, 129.01 feet to a 5/8" rebar; thence severing C. Henning (Deed Book 139, Page 17) and continuing with M. Henning (Deed Book 153, Page 4 77) South 32 deg. 12 min. 00 sec. West, 165.46 feet to a 5/8" rebar; thence severing another Henning Tract (Deed Book 95, Page 145) South 49 deg. 13 min. 13 sec. West, 68.94 feet to a 5/8" rebar; thence beginning in the previous Henning tract and continuing with a line severing two more Henning tracts (Deed Book 99, Page 259 and Deed Book 99, Page 542) South 31 deg. 36 min. 13 sec. West, 371.80 feet to a 5/8" rebar; thence continuing in the last Henning tract North 59 deg. 18 min. 56 sec. West, 106.44 feet to a post in the aforementioned Bland tract; thence with Bland and all four Henning tracts North 31 deg. 36 min. 29 sec. East, 608.38 feet to the beginning and containing 1.5845 acres (more or less).

PARCEL TWO:

A certain tract or parcel of land situated, lying and being in Breckinridge County, near the town of Hardinsburg, Kentucky, and bounded and described as follows:

Beginning at a steel stake on the West bank of the old Stephensport Road (now abandoned), corner to Pete Flood, formerly Allie Squire; thence with Flood's line and the fence South 28 1/2 degrees West 3.16 chains to a steel stake in the fence row, also in Flood's line; thence South 58 3/4 degrees East 3.19 chains to a steel stake; thence North 28 degrees East 3.26 chains to a steel stake on the West Bank of the old Stephensport Road; thence with the West side of said road North 60 degrees West 3.16 chains to the beginning, containing 1.02 acres, more or less.

THERE IS EXCEPTED AND NOT CONVEYED OUT OF THE ABOVE DESCRIBED property a certain tract of land heretofore conveyed by Charles Herbert Henning and Mary C. Henning, his wife, to Michael W. Henning and Sharon L. Henning, his wife, by deed dated July 26, 1979, which deed appears of record in Deed Book 153 at Page 477 in the Breckinridge County Court Clerk's Office, and which excepted property is more particularly described as follows, to-wit:

A certain tract or parcel of land lying and being in Breckinridge County, Kentucky, on Kentucky Highway #259 about one-half mile northerly from Hardinsburg and bounded and described as follows:

BEGINNING at a 1/2 inch iron rod on the Southwesterly side of said Highway, 40 feet from center line, and 62.10 feet northwesterly from a 3/4 inch pipe shown as a corner between Robert Henning and Charles Henning on a plat in Plat Book 2, page 3, thence along the margin of said Highway N 59 degrees 18' W 65.96 feet to a 1/2 inch iron rod, thence severing the parent tract S 32 degrees 12' W 160.02 feet to a 1/2 iron rod, thence again severing the parent tract S 56 degrees 43' E, passing over a 1/2 inch iron rod at 69.35 feet, a total distance of 81.35 feet to an unmarked point, thence again severing the parent tract N 31 degrees 00' E 163.62 feet to an unmarked point in the southwesterly margin of said Highway, thence N 59 degrees 18' W 12.00 feet to the beginning, and containing 0.296 acres, more or less. All bearings are referred to the magnetic meridian.

PARCEL THREE:

Being a 1.8863 acre tract located within the bounds of 3 larger tracts as conveyed to Charles Henning by Deeds recorded in Deed Book 139, Page 17; Deed Book 152, Page 463; and Deed Book 99, Page 542 in the Office of the County Court Clerk of Breckinridge County, Kentucky, and further described as follows:

BEGINNING at a 5/8" rebar in the southerly 60 foot R/W of Kentucky Highway 259 and corner to F. Mathis (Deed Book 152 Page 573); thence with Mathis South 30 deg. 05 min. 00 sec. West, 552.99 feet to a 1/2 " pipe; thence with new lines in the Henning tracts North 64 deg. 36 min. 43 sec. West, 222.65 feet to a 5/8" rebar; thence North 26 deg. 19 min. 30 sec. East, 251.38 feet to a 5/8" rebar; thence North 83 deg. 42 min. 19 sec. East, 88.36 feet to a 5/8" rebar; thence South 62 deg. 56 min. 16 sec. East, 119.65 feet to a 5/8" rebar; thence North 30 deg. 48 min. 42 sec. East, 175.75 feet to a 5/8" rebar; thence North 39 deg. 58 min. 23 sec. West, 37.90 feet to a 5/8" rebar; thence North 26 deg. 25 min. 38 sec. East, 74.17 feet to a 5/8" rebar in said R/W; thence with the R/W South 59 deg. 14 min. 40 sec. East, 85.89 feet to the beginning and containing 1.8863 acres (more or less). The above description was prepared from a physical survey conducted by Timothy W. Smith, L. S. 2373, on 5 April 1984.

PARCEL FOUR:

A certain tract or parcel of land lying and being in Breckinridge County, Kentucky, one mile north of Hardinsburg on the Old Stephensport Road and described as follows:

Beginning at a steel stake on the west side of the road and corner to Charles Herbert Henning; thence with Charles Herbert Henning's line South 28 degrees west 8.63 chains to a steel stake, Henning's corner; thence again with the said Henning's line north 48 degrees 20 minutes west 3.24 chains to a steel stake in the line of Pete Flood; thence with Flood's line south 28 degrees 30 minutes west 15.05 chains to a white oak; thence continuing with Flood's line south 30 degrees west 6.00 chains to a double hickory, Flood's corner; thence continuing with Flood's line north 50 degrees west 3.50 chains to a sugar tree; thence North 32 degrees west 2.75 chains to an elm; thence north 60 degrees west 3.75 chains to a stone; thence south 51 degrees west 11.50 chains to a red oak; thence south 55 degrees west 4.95 chains to a hickory, corner to Pete Flood. The Texas Gas Company and Arthur Beard; thence with Beard's line south 58 degrees east 2.50 chains to a sugar tree; thence south 38 degrees 30 minutes east 2.87 chains to a red oak; thence south 32 degrees east 3:95 chains to a gum; thence south 55 degrees east 4.32 chains to a poplar; thence south 60 degrees 15 minutes east 8.88 chains to a black oak; thence south 25 degrees 30 minutes west 5.88 chains to a stone; thence north 83 degrees 30 minutes east 23.12 chains to a stone corner to the Hardinsburg Water Works property and Arthur Beard; thence with the Water Works property north 16 degrees east 15.13 chains to a rock and a walnut; thence north 24 degrees east 8.16 chains to a stone; thence north 10 degrees 30 minutes east 8.30 chains to a stone; thence north 42 degrees 30 minutes east 2.74 chains to a stone in a line of the Water Works and corner to Robert Henning; thence with Henning's line north 60 degrees West 15.47 chains to a stone, Robert Henning's corner; thence with another of Robert Henning's lines north 30 degrees East 6.20 chains to a stone on the west side of the Old Stephensport Road; thence with the west side of the road north 60 degrees W 0.68 chains to the beginning.

THERE IS EXCEPTED AND NOT CONVEYED out of the above described property a certain tract of land, which is being conveyed by the first parties to Dallas Kinser, and which property is more particularly described as follows, to-wit: Being a 0.2410 acre tract located within the bounds of 2 larger tracts as conveyed to Charles Henning by Deeds recorded in Deed Book 152, page 463 and Deed Book 99, Page 542 in the office of the County Court Clerk of Breckinridge County, Kentucky, and further described as follows:

BEGINNING at a 5/8" rebar in the southerly 60 foot R/W of Kentucky Highway 259 and corner to F. Mathis (Deed Book 152, Page 573); thence with Kentucky Highway 259 North 59 deg. 14 min. 40 sec. West, 280.34 feet to a 5/8" rebar in the 30 foot farm R/W; thence with the 30 foot R/W North 30 deg. 44 min. 20 sec. West, 160.62 feet to a 5/8" rebar and the true point of beginning; thence with new lines in the Henning tracts South 57 deg. 31 min. 41 sec. East, 42.48 feet to a 5/8" rebar; thence South 29 deg. 36 min. 44 sec. East, 161.30 feet to a 5/8" rebar; thence North 58 deg. 28 min. 29 sec. West, 67.40 feet to a 5/8" rebar; thence North 25 deg. 02 min. 02 sec. East, 107.65 feet to a 5/8" rebar; thence North 78 deg. 42 min. 11 sec. East, 43.71 feet to a 5/8" rebar; thence North 30 deg. 44 min. 20 sec. East, 25.24 feet to the true point of beginning and containing 0.2410 acres (more or less).

ALSO

Real Property Tax Parcel No. 59-11C

A certain tract of land lying in Breckinridge County, Kentucky, west of Hwy 259 North, 3/4 mile north of Hardinsburg and being more particularly described as follows:

Any monument referred to herein as a "rebar set" is a 1/2" x 18" rebar with an orange plastic cap stamped Johnson LS 3211 set this survey. Bearings are based on the J. Henning line and the parent tract source. Bearings and distance have not been adjusted for closure.

Beginning at 18" hickory at a fence corner, corner to the parent tract, G. Nash 210/228 and Texas Gas 161/01 and 90/248. Thence with Texas Gas N 15° 15' 46" W 369.08 feet, to a 30" black oak in fence; thence N 22° 50' 35" W 171.35 feet, to a rebar set; thence N 40° 09' 54" W 304.50 feet, to a rebar set; thence N 24° 28' 24" W 204.76 feet, to a 18" hickory in a fence line; thence N 15° 59' 41" W 334.99 feet, to a rebar set at the base of a large beech in the old fence line; thence N 46° 06' 47" W 214.50 feet, to a rebar set near a branch; thence crossing said branch N 36° 06' 47" W 202.62 feet, to a 30" sycamore in a fence line; thence N 51° 06' 47" W 223.07 feet, to a rebar set on the south side of a branch in the line of J. Henning (273/241); thence with Henning N 63° 30' 00" E 1302.62 feet, to a rebar set and being a new corner in the parent tract; thence leaving Henning with a new division line S 56° 03' 53" E 1281.06 feet, to a rebar set; thence with another new line S 61° 58' 33" E 654.86 feet, to a rebar set in the line of Haggen (170/303); thence with Haggen and then J.L. Burke, III (175/158) S 29° 50' 17" W 781.59 feet, to a 36" white oak; thence S 30° 30' 13" W 383.69 feet, to a rebar set; thence N 53° 04' 37" W 220.17 feet, to a rebar set at a dead sugar tree in a old fence line; thence N 30° 39' 22" W 151.85 feet, to a rebar set in an elm stump on the north side of a branch; thence N 60° 43' 45" W 199.35 feet, to a rebar set at a fence corner; thence S 51° 57' 52" W 701.50 feet, to a 12" hickory in the fence; thence S 54° 19' 49" W 318.00 feet, to the beginning and containing 76.06 acres as per survey by Larry J. Johnson KY PLS 3211. Field work completed on 5-11-2004. Class B Survey. Unadjusted field closure of 1 foot in 35462.64 feet.

BEING a part of the same property conveyed to Joseph P. Bland and Carol A. Bland, his wife, by deed from James W. Bland and Lorena Bland, his wife, dated February 20, 1998 and recorded in Deed Book 251, page 98, Breckinridge County Clerk's Office. Thereafter, Carol A. Bland, single, conveyed all her right, title and interest in said property to Joseph P. Bland, single, by Quitclaim Deed dated December 19, 2002 and recorded in Deed Book 286, page 575.

(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

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

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

1. **Control Property.** Pursuant to Section 4.4 of the body of this Agreement, Lessee may elect to purchase the Control Property. As provided in Section 4.4, the purchase price for the Control Property shall be [REDACTED]

2. **Closing.** By written notice to Owner delivered before the closing of the sale (the "Closing"), Lessee will designate the proposed date, time and location of the closing for the purchase of the Control Property. At the Closing, Lessee will pay or cause to be paid any and all recording or conveyancing taxes and transfer fees incurred in connection with the sale to Lessee. Ad valorem taxes for the Control Property for the calendar year of the Closing for the purchase will not be prorated between the Parties and shall be the responsibility of Lessee or its designee. At the Closing, Owner shall deliver to Lessee (i) a special warranty deed (the "Deed") conveying good and indefeasible fee simple title to the Control Property and all improvements thereon free and clear of all liens, encumbrances and other title exceptions, except the Permitted Encumbrances (as defined below); (ii) a non-foreign certificate required by Section 1445 of the Internal Revenue Code of 1986, as amended; and (iii) such other documents or instruments as are reasonably requested by Lessee or Lessee's title company to close the transaction, including, without limitation, a seller's affidavit in the form typically required by a title company to enable the title company to issue an extended coverage title insurance policy. The Deed shall contain a waiver of surface rights for the exploration, development and production of oil, gas and other minerals. As used herein, the term "Permitted Encumbrances" shall mean and refer to only (x) those easements, covenants, restrictions, rights of way and other encumbrances affecting the Control Property that are evidenced of record as of the Effective Date in the Real Property Records, except that the Permitted Encumbrances shall not include, and Owner shall obtain a satisfaction and release on or before the Closing of, any monetary liens, including, without limitation, any and all mortgages, mechanics liens, financing statements and judgment liens encumbering the Control Property; and (y) any other matters affecting the Control Property executed after the Effective Date with Lessee's prior written consent.

3. **Subdivision and Other Approvals.** Lessee shall take all actions and pay all costs of obtaining any governmental approvals (the "Approvals") required to partition the Control Property from the balance of the Property, so that the Control Property constitutes a legal lot that can be conveyed to Lessee or Lessee's designee as contemplated by this Agreement. The Approvals shall be on terms and conditions satisfactory to Lessee, in Lessee's sole discretion. Owner agrees to join in executing any applications and requests reasonably required by Lessee in connection with Lessee's pursuit of the Approvals, to support approval of such applications and requests, and to otherwise cooperate with Lessee in the processing and pursuit of such applications and requests.

4. **Actual Acreage.** The actual acreage of the Control Property shall be subject to confirmation in an ALTA survey to be obtained by Lessee at Lessee's expense.

5. **Breach.** In the event that a Party breaches its obligations at the Closing, the other Party shall have the right to seek the remedy of specific performance of the defaulting Party's obligations.

FIRST AMENDMENT TO LEASE AGREEMENT

This **FIRST AMENDMENT TO LEASE AGREEMENT** (this "*Amendment*") is made and entered into as of September 3, 2024 (the "*Effective Date*"), by and between DAS Land LLC, a Kentucky limited liability company ("*Owner*") and Clover Creek Solar Project LLC, a Delaware limited liability company, and its successors and assigns ("*Lessee*"). Owner and Lessee are sometimes referred to herein collectively as the "*Parties*" and individually as a "*Party*."

WITNESSETH:

WHEREAS, Owner and OSER LLC, a Delaware limited liability company entered into that certain Lease Agreement dated July 15, 2019, the memorandum of which was recorded in Lease Book 41, Page(s) 161-173 and re-recorded on March 9, 2021 in Lease Book 42, Page(s) 205-218, in County Clerk's Office of Breckinridge County, Kentucky ("*Official Records*"), as assigned to Lessee by that certain Capital Contribution Agreement dated January 21, 2021, recorded -in Lease Book 42, Page(s) 91-100, (collectively, the "*Lease Agreement*"), which affects the real property described in the Lease Agreement (the "*Property*").

WHEREAS, Parties desire to amend the Lease Agreement on the terms and conditions more particularly described herein;

WHEREAS, all capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Lease Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Parties hereby agree that Lease Agreement shall be amended as follows:

1. Section 3.1 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

Term. The initial term of this Agreement ("Initial Term") commenced upon the Letter Agreement Effective Date and will continue until the later of (a) [REDACTED]
[REDACTED]
[REDACTED] (the "Commercial Operation Date"), or (b) [REDACTED]
[REDACTED] Lessee may elect to extend the Initial Term [REDACTED]
[REDACTED] The Initial Term plus either or both of such additional [REDACTED]
terms are called the "Term." If the Start of Construction (as defined in Section 3.2) has not occurred prior to [REDACTED]
[REDACTED]

2. Section 4.1 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

"Rent. In consideration of the rights granted hereunder, Lessee paid Owner the first Initial Rent payment, in advance, [REDACTED] days from the Letter Agreement Effective Date in the amount of [REDACTED] and Lessee will also pay Owner the following amounts:

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

[REDACTED] (ii) [REDACTED]

[REDACTED] and (iii) [REDACTED]

[REDACTED] of [REDACTED]

[REDACTED] In addition, in the event that Lessee installs one or more meteorological monitoring stations on the Property, Lessee will pay Owner \$ [REDACTED]

The payments for a meteorological monitoring station shall be made w [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(b) Operational Rent. If Lessee constructs Solar Facilities on the Property, Lessee will pay Owner \$ [REDACTED]

[REDACTED] ("Operational Rent").

<u>Anniversaries of Start of Construction</u>	<u>Amount</u>
1-10	[REDACTED]
11-20	[REDACTED]
21-end	[REDACTED]

3. Ratification. Except as specifically set forth herein, by execution hereof, all other terms and conditions of the Lease Agreement are hereby ratified and confirmed and shall remain in full force and effect.

4. No Modification. Except as expressly set forth in this Amendment, the Lease 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.

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

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first written above.

OWNER:

DAS Land LLC,
A Kentucky limited liability company

By: Dean A. Schamore

Name: Dean A. Schamore

Title: Managing Member

LESSEE:

Clover Creek Solar Project, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first written above.


OWNER:

DAS Land LLC,
A Kentucky limited liability company

By: _____
Name: Dean A. Schamore
Title: Managing Member

LESSEE:

Clover Creek Solar Project, LLC,
a Delaware limited liability company

By:  _____
Name: **Jeffrey Jacobs**
Title: **Project Manager**

LEASE AGREEMENT
(#KY-HAR1-016)

This Lease Agreement (this "Agreement") is made, dated and effective as of July 15, 2019 (the "Effective Date"), between **DAS Land LLC, a Kentucky Limited Liability Company** (collectively, "Owner"), and **OSER LLC, a Delaware limited liability company** (together with its transferees, successors and assigns, "Lessee"), and in connection herewith, Owner and Lessee agree, covenant and contract as set forth in this Agreement. Owner and Lessee are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

Owner and Lessee entered into a solar lease agreement in the form of a letter agreement (the "Letter Agreement") dated September 5, 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 131.978 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 [REDACTED] and will continue until the later of (a) [REDACTED] [REDACTED] [REDACTED] (the "Commercial Operation Date"), or (b) [REDACTED] [REDACTED] Lessee may elect to extend the Initial Term [REDACTED] [REDACTED] The Initial Term plus either or both of such additional [REDACTED] terms are called the "Term." If the Start of Construction (as defined in Section 3.2) has not occurred prior to [REDACTED] [REDACTED] [REDACTED]

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. In consideration of the rights granted hereunder, (a) [REDACTED] [REDACTED] [REDACTED] (b) Lessee will pay Owner the following amounts:

(a) Initial Rent. (i) \$ [REDACTED] [REDACTED] [REDACTED]

(ii) [REDACTED]
[REDACTED]
[REDACTED] and (iii) [REDACTED]
[REDACTED]

[REDACTED] In addition, in the event that Lessee installs one or more meteorological monitoring stations on the Property, [REDACTED] [REDACTED] The payments for a meteorological monitoring station shall be made [REDACTED] [REDACTED] in which case all such payments shall cease.

(b) Operational Rent. [REDACTED] [REDACTED] and the following amounts on each anniversary thereof during the remainder of the Term ("Operational Rent").

<u>Anniversaries of Start of Construction</u>	<u>Amount</u>
1 – 9	[REDACTED]
10 – 19	[REDACTED]
20 – 29	[REDACTED]
30 – end	[REDACTED]

Notwithstanding the foregoing, for purposes of calculating Operational Rent for a Project Site (a) [REDACTED] [REDACTED] and (b) [REDACTED] [REDACTED]

4.2 Inflation Adjustment. The amount of Operational Rent shall be adjusted annually by the increase or decrease [REDACTED] [REDACTED] ("Index"), [REDACTED] [REDACTED] Any annual increase in the Index [REDACTED] shall be included in the computation of annual adjustments in subsequent years. The base for computing the increase or decrease in the Index for this purpose shall be [REDACTED] (the "Beginning Index"). The adjustment shall be effective for every full calendar year following such Commercial Operation Date. [REDACTED] [REDACTED] [REDACTED] If the Index is discontinued or revised during the Term, such other government index or computation by which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

4.3 Overhead Power Lines, Underground Collection Lines, Roads. Lessee will pay Owner, as applicable, the following additional amounts [REDACTED]:

(a) If overhead power lines are installed by Lessee on or over the Property outside of a Project Site pursuant to Section 10.1, [REDACTED]

(b) If underground collection lines are installed by Lessee under the Property outside of a Project Site pursuant to Section 10.1, [REDACTED]

(c) If new roads are constructed by Lessee on the Property outside of a Project Site pursuant to Section 8.6, [REDACTED]

Each of the additional payments under Sections 4.3(a), (b) and (c) above shall be adjusted annually [REDACTED]

4.4 Substation, Switchyard, etc. If Lessee intends to install the electric substation or switchyard pursuant to Section 10.1, or an operations & maintenance building, on the Property outside of a Project Site, then Lessee may lease or purchase the actual acreage occupied by the substation, switchyard or building (the "Control Property"). In the event of any such installation outside of a Project Site, whether or not [REDACTED]

[REDACTED] If the Parties are unable to agree on such fair market value, then fair market value shall be determined by written appraisal performed by an independent appraiser reasonably acceptable to Owner and Lessee. If Lessee elects to purchase the Control Property, Owner will sell and convey the same to Lessee upon and subject to the terms and conditions set forth in Exhibit B attached to and made a part of this Agreement.

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 [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] 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. [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[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, 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. If Lessee causes the destruction of existing growing crops on any part of the Property which is located outside of the Project Site or the boundaries of any Related Facilities, Lessee shall compensate Owner as calculated below (the “Crop Damage Payment”). [REDACTED]

[REDACTED] If Owner does not have yield records available, the Parties will use FSA records or other commonly used yield information available for the area. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If they cannot agree, they shall promptly have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent. [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. [REDACTED]

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 [REDACTED]

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 [REDACTED]

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

[REDACTED] and
(ii) in the event of a termination of any such new lease agreement, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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, including, without limitation, a perpetual easement. Alternatively, at Lessee's election, Owner agrees either to (a) grant such rights directly to such utility or other entity, or (b) convey title to such portion of the Property to the utility or other entity by deed or other conveyance. In the event Lessee exercises the foregoing rights or election, and in lieu of payment to Owner by the utility or other entity, Lessee will make a one-time payment to Owner equal to 150% of the fair market value for its current land use of the actual acreage occupied or to be

occupied by such facilities. If the Parties are unable to agree on such fair market value, then fair market value shall be determined by written appraisal performed by an independent appraiser reasonably acceptable to Owner and Lessee. Half of such one-time payment will be payable [REDACTED] the other half will be [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. 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. As a precondition to exercising any rights or remedies as a result of any alleged default by Lessee, Owner shall give written notice of the default to each Leasehold Mortgagee of which Owner has notice concurrently with delivery of such notice to Lessee, specifying in detail the alleged event of default and the required remedy. In the event Owner gives such written notice of default, the following provisions shall apply:

(a) A "monetary default" means failure to pay (i) when due any rent or other monetary obligation of Lessee under this Agreement other than real property taxes, or (ii) prior to delinquency any real property taxes (unless Owner did not deliver the applicable tax bill to

Lessee at least 10 business days prior to the applicable tax delinquency date). Any other event of default is a “non-monetary default.”

(b) The Leasehold Mortgagee shall have the same period after delivery of notice of default to remedy the default, or cause the same to be remedied, as is given to Lessee after delivery of notice of default, plus, in each instance, the following additional time periods: (i) 60 days, for a total of 120 days after delivery of the notice of default in the event of any monetary default; and (ii) 60 days, for a total of 120 days after delivery of the notice of default in the event of any non-monetary default; *provided* that such 120-day period shall be extended for a non-monetary default by the time reasonably required to complete such cure, including the time required for the Leasehold Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of Lessee’s interest in the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Leasehold Mortgagee acts with reasonable and continuous diligence. The Leasehold Mortgagee shall have the absolute right to substitute itself for the Lessee and perform the duties of Lessee hereunder for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Leasehold Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of the original Lessee hereunder. Owner shall not terminate this Agreement prior to expiration of the cure periods available to a Leasehold Mortgagee as set forth above. If a Leasehold Mortgagee’s delay in curing a non-monetary default causes damages to Owner, Owner shall have the right to reimbursement for all actual costs thereof.

(c) During any period of possession of the Property by a Leasehold Mortgagee (or a receiver requested by such Leasehold Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Leasehold Mortgagee, the Leasehold Mortgagee shall pay or cause to be paid the Rent and all other monetary charges payable by Lessee hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Lessee’s leasehold or easement estate by the Leasehold Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Leasehold Mortgagee or party acquiring title to Lessee’s leasehold or easement estate shall, as promptly as reasonably possible, commence the cure of all defaults hereunder and thereafter diligently process such cure to completion, whereupon Owner’s right to terminate this Agreement based upon such defaults shall be deemed waived.

(d) Any Leasehold Mortgagee or other party who acquires Lessee’s leasehold or easement interest pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to perform the obligations imposed on such party by this Agreement so long as such Leasehold Mortgagee or other party has ownership of the leasehold and/or easement estate or possession of the Property.

(e) Neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Agreement or any interest therein as long as all material obligations of Lessee under the terms of this Agreement are performed by Lessee or a Leasehold Mortgagee in accordance with the terms of this Agreement.

(f) Nothing herein shall be construed to extend this Agreement beyond the Term or to require a Leasehold Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Leasehold Mortgagee discontinues foreclosure proceedings, this Agreement shall continue in full force and effect.

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. 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 any

roads, or restore the original grade of any land or any cleared timber, or plant any trees, crops or other plants. 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. [REDACTED]

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. 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 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:

DAS Land LLC
Dean A. Schamore

[REDACTED]
[REDACTED]
[REDACTED]

Email:

If to Lessee:

OSER LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attn: General Counsel
Phone: (510) 267-8921
Fax: (510) 267-8911

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, [REDACTED]

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.

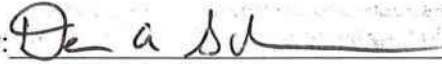
13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[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”

DAS Land LLC, a Kentucky Limited Liability Company

By: 
Name: Dean A. Schamore
Title: Managing Member

“Lessee”

OSER LLC,
a Delaware limited liability company

By: 
Name: Nicholas A. Hiza
Title: Vice 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. 59-8 (131.978 acres)

A Certain tract of land lying in Breckinridge County, Kentucky on the north side of the US Hwy 60 Bypass and the north side of Ky Hwy 992 at Hardinsburg, and being more particularly described as follows:

Any monument referred to herein as a "rebar set" is a 1/2" x 18" rebar with a plastic cap stamped L. Johnson PLS 3211 set this survey. Bearings and distances have not been adjusted for closure. Bearings are based on a previous survey of the Breckinridge County Detention Center. Beginning at a rebar set on the north side of Old Hwy 60 and being a corner to Meade County RECC (140/167); thence leaving Meade County RECC with the north side of Old Hwy 60 the following calls: N67°03'30"W 60.48 feet, N 62°38'12"W 84.67 feet, N 60°02'53"W 89.40 feet, N 56°13'38"W 79.39 feet, N 52°27'43"W 106.33 feet, N 50°25'42"W 65.17 feet, to a rebar set. Thence continuing with said Old Hwy 60 the following calls: N 49°07'36"W 454.25 feet, N 49°08'26"W 191.93 feet, N 53°46'40"W 49.98 feet, to a rebar set and the right of way of the U.S. 60 Bypass. Thence with said bypass, N 48°41'47"W 628.12 feet, to a concrete marker found. Thence N 41°32'05"W 182.12 feet, to a 5/8" rebar found corner to B. Hart (296/41). Thence leaving the bypass with Hart, N 40°54'13"E 246.10 feet, to a 5/8" rebar with cap stamped T. Smith LS 2373. Thence N 4°48'25"W 69.56 feet, to a 5/8" rebar found. Thence N 50°51'09"W 192.77 feet, to a rebar set. Thence continuing with Hart, S 33°15'31"W 268.53 feet to a rebar set in the aforementioned U.S. 60 Bypass. Thence with said bypass the following calls: N 44°45'03"W 122.76 feet to a rebar set; N 54°42'16"W 201.30 feet to a concrete marker found. Thence N 47°01'20"W 97.34 feet to a rebar set. Thence N 47°01'20"W 197.26 feet, to a rebar set. Thence N 49°23'17"W 177.47 feet to a rebar set corner to D. Boren (263/561). Thence leaving U. S. 60 Bypass with Boren N 38°26'19"E 183.58 feet to a 3/4" pipe found in the line of Texas Gas Transmission Corp. (90/248). Thence leaving Boren with agreed lines with Texas Gas Transmission Corp. N 76°15'24"E 579.19 feet, to a rebar set east of a branch. Thence also with an agreed line with Texas Gas, N 9°38'31"W 720.38 feet, to a rebar set in a fence line. Thence still with an agreed line N 12°52'00"W 389.08 feet, to a rebar set corner to Texas Gas Transmission Corp. (161/01) and being the end of the agreed lines. Thence N 74°15'40"E 524.57 feet, to a marked 38" black oak in the fence line. Thence N 60°29'22"E 277.69 feet, to a marked 18" hickory corner to J. Burke (298/407) and (175/158). Thence leaving Texas Gas with Burke (175/158) S 5°40'19"E 180.54 feet, to a 18" maple in the fence line. Thence S 34°25'53"E 189.75 feet, to a 18" white oak in the fence line. Thence S 27°55'53" E 260.70 feet to a rebar set. Thence S 50°55'53"E 285.12 feet, to a rebar set in fence line. Thence S 54°42'27"E 578.80 feet, to a rebar set. Thence S 29°34'07"W 391.23 feet, to a cornerstone found at a fence corner. Thence N 87°49'32"E 256.05 feet, to a 1/2" rebar found corner to the Breckinridge County Detention Center (247/200). Thence with the detention center the following calls: S 6°36'38"E

624.18 feet, to a 1/2" rebar found. Thence N 87°43'28"E 699.83 feet, to a 1/2" rebar found with cap stamped K. Clemons 2811. Thence N 6°35'43"W 623.98 feet, to a 1/2" rebar found in the line of the aforementioned J. Burke. Thence with Burke N 87°45'46"E 609.45 feet, to a rebar set corner to Breckinridge County Poor Farm Property (no deed found). Thence leaving Burke S 67°46'59"E 30.76 feet, to a rebar set on the west bank of Hardins Creek. Thence S 67°46'59"E 10.47 feet, to a point in the center of Hardins Creek. Thence with Breckinridge County Property and then the Wanda Harrington Family Limited Partnership (236/572) the following calls: S 1°18'39"W 87.13 feet, S 21°28'28" W 72.54 feet, S 38°20'34"W 131.46 feet, S 3°00'13" E 165.59 feet, S 3°40'00"W 235.01 feet, S 2°45'44"E 104.00 feet, S 24°24'28"W 145.80 feet, to a point in the center of Hardins Creek, said point being located N 73°17'50"E 21.00 feet, from a witness rebar set on the west side of said creek. Thence continuing with the meanders of Hardins Creek the following calls: S 7°36'12" E 101.23 feet, S 33°22'04"E 112.42 feet, S 13°21'17"E 70.50 feet, S 18°36'30"W 59.55 feet, to a point in the center of said creek in the line of C. Lee (237/631) Gilbert Heights S/D (90/548). Thence with the same and the meanders of said creek the following calls: S 16°00'29"W 93.03 feet, S 25°46'25"W 134.20 feet, S 14°57'25"E 23.14 feet, to a point in the center of said creek said point being located S 61°42'10"E 30.00 feet, from a witness rebar set on the west bank of said creek. Thence continuing with the meanders of said creek the following calls: S 53°27'45"E 151.52 feet, N 76°55'13" E 22.70 feet, S 40°57'05" E 54.28 feet, S 1°44'59"W 47.01 feet, S 63°27'21"W 89.73 feet, S 25°38'54"W 165.73 feet, S 51°37'16"W 56.31 feet, to a point in the center of said creek. Thence leaving said creek with Lee, S 1°38'34"W 15 feet, to a rebar set on the east bank of the aforementioned creek. Thence continuing with Lee and then A. Ford (150/244), S 1°38'34"W 308.47 feet, to a rebar set on the north side of Ky Hwy 992. Thence leaving Ford, with the north right of way of Hwy 992 S 69°56'19"W 38.47 feet, to a concrete monument found. Thence S 74°13'40"W 200.56 feet, to a concrete monument found. Thence continuing with said highway S 71°16'36"W 105.68 feet, to a rebar set at the base of a guide wire corner to the aforementioned Meade County RECC. Thence leaving Hwy 992 with Meade County RECC, N 19°08'26"W 287.33 feet, to a rebar set. Thence N 61°08'26"W 420.87 feet, to a 5/8" rebar found at a corner post. Thence S 35°39'41" W 509.20 feet, to the beginning and containing 141.64 acres as per survey by Larry Johnson KY PLS 3211. Field work completed on 4-22-2011. Class B survey. Unadjusted closure exceeds 1' in 10,000 feet.

THERE IS, HOWEVER, EXCEPTED out of the above described property, a certain tract or parcel of land heretofore conveyed by deed from Harry Willoughby, unmarried, to Mary Jane Nash, dated April 3, 2012 and recorded in Deed Book 361, page 206, Breckinridge County Clerk's Office, consisting of 8.85 acres, more or less, and being more particularly described as follows:

A certain tract of land lying in Breckinridge County, Kentucky on the north side of the US Hwy 60 Bypass near the City of Hardinsburg and being more particularly described as follows: Any monument referred to herein as a "rebar set" is a 1/2" x 18" rebar with a plastic cap stamped L. Johnson PLS 3211 set this survey. Bearings and distances have not been adjusted for closure. Bearings are based on the recently surveyed parent tract and the agreed line with Texas Gas Transmission Corp. Beginning at a 1/2" rebar with cap stamped L. Johnson PLS 3211 found in the north right of way of US Hwy 60 and being the southwest corner to B. Hart (296/41); thence leaving Hart with said right of way the following calls: N 44°45'03"W 122.76 feet, to a 1/2"

rebar found L. Johnson PLS 3211; thence N 54°42' 16"W 201.30 feet, to a concrete right of way marker found; thence N 47°01'20"W 97.34 feet, to a 1/2" rebar found L. Johnson PLS 3211; thence N 47°01'20"W 197.26 feet, to a 1/2" rebar found L. Johnson PLS 3211; thence N 49°23'17"W 177.47 feet, to a 1/2" rebar found L. Johnson PLS 3211 and being a corner to D. Boren (263/561); thence leaving said right of way with Boren, N 38°26'19"E 183.58 feet, to a 3/4" pipe found in the line of Texas Gas Transmission Corp. (90/248); thence with Texas Gas and an agreed line, N 76°15'24"E 579.19 feet, to a 1/2" rebar found L. Johnson PLS 3211; thence severing the parent tract with a new division line, S 26°00'26"E 437.55 feet, to a 1/2" rebar set; thence also with a new line, S 33°15'53"W 219.40 feet, to a 1/2" rebar found L. Johnson PLS 3211 and being a corner to the afore-mentioned Hart; thence with Hart, S 33°15'31"W 268.53 feet, to the beginning and containing 8.85 acres as per survey by Larry Johnson KY PLS 3211. Field work completed on 2-26-2012. Certification date being 3-1-2012. Unadjusted field closure was 1' in 12,233.22'.

THERE IS, HOWEVER, EXCEPTED out of the above described property, a certain tract or parcel of land heretofore conveyed by deed from Harry Willoughby, single, to Mary Jane Nash, single, dated September 25, 2012 and recorded in Deed Book 370, page 257, Breckinridge County Clerk's Office, consisting of 0.336 acres, more or less, and being more particularly described as follows: A certain tract of land lying in Breckinridge County, Kentucky, north of Hwy 60 Bypass just northwest of Hwy 992 and being more particularly described as follows: Any monument referred to herein as a "rebar set" is a 1/2" x 18" rebar with an orange plastic cap stamped L. Johnson PLS 3211 set this survey. Bearings and distances have not been adjusted for closure. Bearings are based on the Mary Nash deed source. Beginning at a 1/2" rebar found with cap stamped L. Johnson PLS 3211 at the northeast corner of the Mary Jane Nash property in Deed Book 361 Page 206 and a corner to the parent tract; thence leaving Nash and severing the parent tract, S 25°44'05"E 221.37 feet, to a 1/2" rebar set on the west edge of a small branch and being a corner to Parcel A also surveyed this date; thence with Parcel A, N 68°45'32"W 194.01 feet, to a rebar set in the east line of Mary Nash; thence with Nash, N 33°15'53"E 154.43 feet, to the beginning and containing 0.336 acres as per survey by Larry Johnson KY PLS 3211. Unadjusted closure exceeds 1' in 10,000.00'. This is an Urban Class Survey.

THERE IS, HOWEVER, EXCEPTED out of the above described property, a certain tract or parcel of land heretofore conveyed by deed from Harry Willoughby, single, to Barry Hart and Pam Hart, husband and wife, dated September 27, 2012 and recorded in Deed Book 365, page 4, Breckinridge County Clerk's Office, consisting of 0.476 acres, more or less, and being more particularly described as follows: A certain tract of land lying in Breckinridge County, Kentucky near the City of Hardinsburg and being more particularly described as follows: Any Monument referred to herein as a "rebar set" is a 1/2" x 18" rebar with an orange plastic cap stamped L. Johnson PLS 3211 set this survey. Bearings and distances have not been adjusted for closure. Bearings are based on the Mary Nash deed source. Beginning at a 1/2" rebar found at the northwest corner to the Barr Hart property (DB 296 PG 41) and in the east line of Mary Nash (361/206) and being a corner to the parent tract; thence leaving Hard with Nash, N 33°15'53"E 65.02 feet, to a rebar set; thence leaving Nash and severing the parent tract, S 68°45'32"E 194.01 feet, to a rebar set on the edge of a small branch; thence also with a new division line, S 19°14'44"W 185.39 feet, to a 5/8" rebar with cap stamped

T. Smith LS 2373 found on the east side of a drive and being a corner to the aforementioned B. Hart; thence with Hart and crossing said drive, N 4°24'39"W 69.47 feet, to a steel rod found; thence N 50°57'26"W 193.18 feet, to the beginning and containing 0.476 acres as per survey by Larry Johnson KY PLS 3211. This is an Urban Class Survey. Unadjusted field closure exceeds 1' in 10,000 feet.

BEING the same property conveyed to Stephen D. Thornhill and Angela Lynn Thornhill, his wife, by deed from Harry Willoughby, single, dated July 21, 2016 and recorded in Deed Book 396, page 390, 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

Legal Description of the Timber Property

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

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

1. Control Property. Pursuant to Section 4.4 of the body of this Agreement, Lessee may elect to purchase the Control Property. As provided in Section 4.4, the purchase price for the Control Property shall be [REDACTED]

2. Closing. By written notice to Owner delivered before the closing of the sale (the "Closing"), Lessee will designate the proposed date, time and location of the closing for the purchase of the Control Property. At the Closing, Lessee will pay or cause to be paid any and all recording or conveyancing taxes and transfer fees incurred in connection with the sale to Lessee. Ad valorem taxes for the Control Property for the calendar year of the Closing for the purchase will not be prorated between the Parties and shall be the responsibility of Lessee or its designee. At the Closing, Owner shall deliver to Lessee (i) a special warranty deed (the "Deed") conveying good and indefeasible fee simple title to the Control Property and all improvements thereon free and clear of all liens, encumbrances and other title exceptions, except the Permitted Encumbrances (as defined below); (ii) a non-foreign certificate required by Section 1445 of the Internal Revenue Code of 1986, as amended; and (iii) such other documents or instruments as are reasonably requested by Lessee or Lessee's title company to close the transaction, including, without limitation, a seller's affidavit in the form typically required by a title company to enable the title company to issue an extended coverage title insurance policy. The Deed shall contain a waiver of surface rights for the exploration, development and production of oil, gas and other minerals. As used herein, the term "Permitted Encumbrances" shall mean and refer to only (x) those easements, covenants, restrictions, rights of way and other encumbrances affecting the Control Property that are evidenced of record as of the Effective Date in the Real Property Records, except that the Permitted Encumbrances shall not include, and Owner shall obtain a satisfaction and release on or before the Closing of, any monetary liens, including, without limitation, any and all mortgages, mechanics liens, financing statements and judgment liens encumbering the Control Property; and (y) any other matters affecting the Control Property executed after the Effective Date with Lessee's prior written consent.

3. Subdivision and Other Approvals. Lessee shall take all actions and pay all costs of obtaining any governmental approvals (the "Approvals") required to partition the Control Property from the balance of the Property, so that the Control Property constitutes a legal lot that can be conveyed to Lessee or Lessee's designee as contemplated by this Agreement. The Approvals shall be on terms and conditions satisfactory to Lessee, in Lessee's sole discretion. Owner agrees to join in executing any applications and requests reasonably required by Lessee in connection with Lessee's pursuit of the Approvals, to support approval of such applications and requests, and to otherwise cooperate with Lessee in the processing and pursuit of such applications and requests.

4. Actual Acreage. The actual acreage of the Control Property shall be subject to confirmation in an ALTA survey to be obtained by Lessee at Lessee's expense.

5. Breach. In the event that a Party breaches its obligations at the Closing, the other Party shall have the right to seek the remedy of specific performance of the defaulting Party's obligations.

FIRST AMENDMENT TO LEASE AGREEMENT

This **FIRST AMENDMENT TO LEASE AGREEMENT** (this "**Amendment**") is made and entered into as of August 15, 2024 (the "**Effective Date**"), by and between Brian Kelly Frank and Laura H. Frank, husband and wife (collectively, "**Owner**") and Clover Creek Solar Project LLC, a Delaware limited liability company, and its successors and assigns ("**Lessee**"). Owner and Lessee are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**."

WITNESSETH:

WHEREAS, Owner and OSER LLC, a Delaware limited liability company entered into that certain Lease Agreement dated May 6, 2020, the memorandum of which was recorded in Lease Book 41, Page(s) 286-296 and re-recorded on March 9, 2021 in Lease Book 42, Page(s) 108-121 in the County Clerk's Office of Breckinridge County, Kentucky ("**Official Records**"), as assigned to Lessee by that certain Capital Contribution Agreement dated January 21, 2021, recorded in Lease Book 42, Page(s) 91-100 (collectively, the "**Lease Agreement**"), which affects the real property described in the Lease Agreement (the "**Property**").

WHEREAS, Parties desire to amend the Lease Agreement on the terms and conditions more particularly described herein;

WHEREAS, all capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Lease Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Parties hereby agree that Lease Agreement shall be amended as follows:

1. Section 3.1 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

"Term. The initial term of this Agreement ("Initial Term") commenced upon the Letter Agreement Effective Date and will continue until the later of (a) [REDACTED] [REDACTED] [REDACTED] (the "Commercial Operation Date"), or (b) [REDACTED] [REDACTED]. Lessee may elect to extend the Initial Term [REDACTED] [REDACTED]. The Initial Term plus either or both of such additional [REDACTED] terms are called the "Term." If the Start of Construction (as defined in Section 3.2) has not occurred prior to [REDACTED] [REDACTED]

2. Section 4.1 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

“*Rent*. In consideration of the rights granted hereunder, Lessee paid Owner the first Initial Rent payment, in advance, [REDACTED] from the Letter Agreement Effective Date in the amount of [REDACTED], and Lessee will also pay Owner the following amounts:

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

[REDACTED]

[REDACTED] (ii) \$ [REDACTED]

[REDACTED]

[REDACTED] and (iii) [REDACTED]

[REDACTED]

[REDACTED] Starting on [REDACTED] and until [REDACTED]

[REDACTED]

[REDACTED] Notwithstanding the foregoing, if Lessee begins construction before [REDACTED] payments are made

[REDACTED]

[REDACTED]

[REDACTED]. In addition, in the event that Lessee installs one or more meteorological monitoring stations on the Property, [REDACTED]

located on the Property. The payments for a meteorological monitoring station shall be made [REDACTED]

[REDACTED]

[REDACTED]

(b) Operational Rent. If Lessee constructs Solar Facilities on the Property, Lessee will pay Owner the greater of (a) [REDACTED]

[REDACTED] or (b) [REDACTED] (“Minimum Operational Rent”), payable [REDACTED]

[REDACTED] during the remainder of the Term (together with

Minimum Operational Rent, the “Operational Rent”). The Operational Rent shall increase [REDACTED]

[REDACTED]

3. The Exhibit A-1 of the Lease Agreement is hereby deleted and replaced in its entirety with the attached Exhibit A-1 made a part hereof.
4. Any mentioning of the acreage of the Excluded Area in the Lease Agreement should be deleted and replaced with “approximately 38.7 acres.”
5. Section 4.2 of the Lease Agreement is hereby deleted in its entirety.

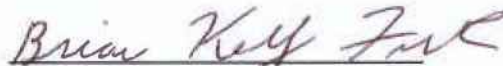
6. Ratification. Except as specifically set forth herein, by execution hereof, all other terms and conditions of the Lease Agreement are hereby ratified and confirmed and shall remain in full force and effect.

7. No Modification. Except as expressly set forth in this Amendment, the Lease 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.

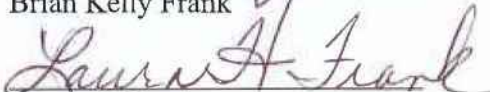
8. Counterparts. This Amendment may be executed in multiple counterparts, no one of which need be executed by both Parties, each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first written above.

OWNER:



Brian Kelly Frank



Laura H. Frank

LESSEE:

Clover Creek Solar Project LLC,
a Delaware limited liability company

By:  _____

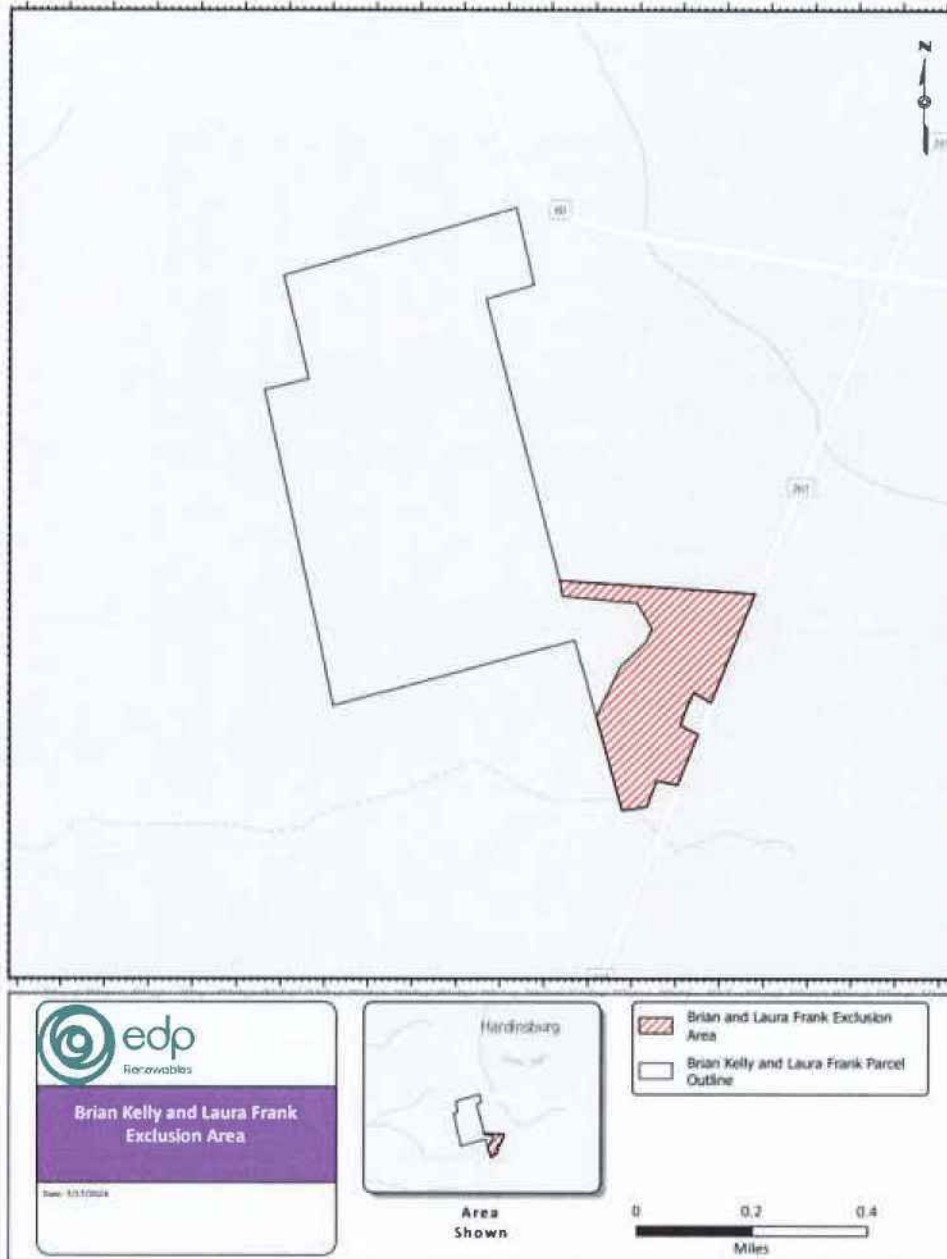
Name: _____

Title: _____

Sandhya Ganapathy
Chief Executive Officer

EXHIBIT A-1

Map of Property and Excluded Area



LEASE AGREEMENT

(#KY-HAR1-005)

This Lease Agreement (this "Agreement") is made, dated and effective as of May 6, 2020 (the "Effective Date"), between **Brian Kelly Frank and Laura H. Frank, 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 August 17, 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 230.34 acres (which includes 34.70 acres identified as 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 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 it 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 [REDACTED] and will continue until the later of (a) [REDACTED] (the "Commercial Operation Date"), or (b) [REDACTED] Lessee may elect to extend the Initial Term [REDACTED]. The Initial Term plus either or both of such additional [REDACTED] terms are called the "Term." If the Start of Construction (as defined in Section 3.2) has not occurred prior [REDACTED]

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. In the event any of the following portions of the Property which were previously farmed become landlocked or otherwise unsuitable for farming as a result of the installation of Solar Facilities under this Agreement, such portions will be included in the Project Site: (i) any unimproved agricultural parcel less than 10 acres in size, (ii) any narrow unimproved agricultural parcel less than 250 feet in width, or (iii) any triangular-shaped unimproved agricultural parcel, where the portion of the Property on which Solar Facilities are located is roughly rectangular in shape. Lessee will use commercially reasonable efforts to design a Project Site so that any cultivated Property outside of the Project Site remains accessible to vehicles and farm equipment and functional for Owner's continued agricultural use.

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, (a) [REDACTED]

(b) Lessee will pay Owner the following amounts:

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

[REDACTED]
 [REDACTED]
 [REDACTED] (b) [REDACTED]
 [REDACTED]
 [REDACTED] and (c) [REDACTED]
 [REDACTED]
 [REDACTED]

In addition, in the event that Lessee installs one or more meteorological monitoring stations on the Property, [REDACTED]
 [REDACTED] The payments for a meteorological monitoring station [REDACTED]
 [REDACTED] in which case all such payments shall cease.

(b) Operational Rent. If Lessee [REDACTED]

[REDACTED]
 [REDACTED]
 [REDACTED] (“Operational Rent”).

<u>Anniversaries of Start of Construction</u>	<u>Amount</u>
1 – 9	[REDACTED]
10 – 19	[REDACTED]
20 – 29	[REDACTED]
30 – end	[REDACTED]

Notwithstanding the foregoing, for purposes of calculating Operational Rent for a Project Site (a)

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED] (b) [REDACTED]
 [REDACTED]

4.2 Inflation Adjustment. The amount of Operational Rent shall be adjusted annually by the [REDACTED]
 [REDACTED] (“Index”), [REDACTED] Any annual increase in the Index [REDACTED] shall be included in the computation of annual adjustments in subsequent years. The base for computing the increase in the Index for this purpose shall be [REDACTED] (the “Beginning Index”). The adjustment shall be effective for every full calendar year following such

Commercial Operation Date. [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] If the Index is discontinued or revised during the Term, such other government index or computation by which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. Under no circumstances shall an inflation adjustment result in a lesser per acre payment or per linear foot payment, as applicable, than the per acre payment or per linear foot payment for the preceding year.

4.3 Overhead Power Lines, Underground Collection Lines, Roads. Lessee will pay Owner, as applicable, the following additional amounts [REDACTED]
[REDACTED]
[REDACTED]:

(a) If overhead power lines are installed by Lessee on or over the Property outside of a Project Site pursuant to Section 10.1, then Lessee will make annual payments to Owner equal to \$1.50 per linear foot of the actual length of the corridor for overhead power lines that crosses the Property outside of a Project Site.

(b) If underground collection lines are installed by Lessee under the Property outside of a Project Site pursuant to Section 10.1, [REDACTED]
[REDACTED]
[REDACTED]

(c) If new roads are constructed by Lessee on the Property outside of a Project Site pursuant to Section 8.6, [REDACTED]
[REDACTED]
[REDACTED]

Each of the additional payments under Sections 4.3(a), (b) and (c) above shall be adjusted annually [REDACTED]
[REDACTED]
[REDACTED]

4.4 Substation, Switchyard, etc. If Lessee intends to install the electric substation or switchyard pursuant to Section 10.1, or an operations & maintenance building, on the Property outside of a Project Site, then Lessee may lease or purchase the actual acreage occupied by the substation, switchyard or building (the "Control Property"). In the event of any such installation outside of a Project Site, whether or not [REDACTED]
[REDACTED]

[REDACTED] If the Parties are unable to agree on such fair market value, then fair market value shall be determined by written appraisal performed by an independent appraiser reasonably acceptable to Owner and Lessee. If Lessee elects to purchase the Control Property, Owner will sell and convey the same to Lessee upon and subject to the terms and conditions set forth in Exhibit B attached to and made a part of this Agreement.

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

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

6. Taxes.

6.1 Lessee and Owner. Lessee shall pay personal property taxes [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] 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. [REDACTED]
[REDACTED]
[REDACTED]
[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, 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. If Lessee causes the destruction of existing growing crops on any part of the Property which is located outside of the Project Site or the boundaries of any

Related Facilities, Lessee shall compensate Owner as calculated below (the “Crop Damage Payment”). [REDACTED]

[REDACTED]

If Owner does not have yield records available, the Parties will use FSA records or other commonly used yield information available for the area. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If they cannot agree, they shall promptly have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent. [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 timbered area of the Property (collectively, the "Timber Property") as needed for construction and operation of the Solar Facilities. [REDACTED]

[REDACTED] 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 [REDACTED]

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, and 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 [REDACTED]

9.4 Separability. Lessee may use the Property in connection with one or more Project Sites of associated Solar Facilities constructed, installed and/or operated on the Property and/or on other lands in the general vicinity of the Property by or on behalf of Lessee or an affiliate or Assignee(s) thereof as an integrated energy generating and delivery system. If Lessee elects to use the Property for two or more Project Sites, then Owner shall, within 20 days after request from Lessee, and without demanding any additional consideration, bifurcate this Agreement and the Lease by entering into and delivering to Lessee two or more independent new lease agreements (which shall supersede and replace this Agreement) that provide Lessee with separate leasehold estates in different portions of the Property, as designated by Lessee. Each such new lease agreement shall: (a) specify the portion(s) of the Property to be covered thereby, (b) contain the same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Lessee or any other person or entity prior to the execution of such new agreements, and except

for any modifications that may be required to ensure that each Party's combined obligations under such new agreements do not exceed such Party's obligations under this Agreement) and be in a form reasonably acceptable to Lessee; (c) be for a term equal to the remaining Term of this Agreement; (d) contain a grant of access, transmission, communications and other easements for the benefit of each of the bifurcated estates, covering such portion or portions of the Property outside of the benefited estate in each case as Lessee may designate; (e) require payment to Owner of only an acreage-proportionate part of each payment due under Section 4 (which under all such new agreements shall in the aggregate equal the amounts that are due under Section 4); (f) provide for payments thereafter due under Section 4 and elsewhere to be paid with respect to the Solar Facilities actually installed under such new lease for the portion of the Property subject to such lease; and (g) enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Property. Further, notwithstanding any other provision of this Agreement, (i) in the event of any uncured default under any such new lease agreement, [REDACTED]

[REDACTED] and (ii) in the event of a termination of any such new lease agreement, [REDACTED]

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, including, without limitation, a perpetual easement. Alternatively, at Lessee's election, Owner agrees either to (a) grant such rights directly to such utility or other entity, or (b) convey title to such portion of the Property to the utility or other entity by deed or other conveyance. In the event Lessee exercises the foregoing rights or election, and in lieu of payment to Owner by the utility or other entity, Lessee will make a one-time payment to Owner equal to 150% of the fair market value for its current land use of the actual acreage occupied or to be occupied by such facilities. If the Parties are unable to agree on such fair market value, then fair market value shall be determined by written appraisal performed by an independent appraiser reasonably acceptable to Owner and Lessee. Half of such one-time payment will be payable [REDACTED], the other half will be payable [REDACTED].

10.4 Term; Assignment. The term of the Transmission Easement shall expire upon expiration or termination of this Agreement, [REDACTED]. [REDACTED] 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.* As a precondition to exercising any rights or remedies as a result of any alleged default by Lessee, Owner shall give written notice of the default to each Leasehold Mortgagee of which Owner has notice concurrently with delivery of such notice to Lessee, specifying in detail the alleged event of default and the required remedy. In the event Owner gives such written notice of default, the following provisions shall apply:

(a) A “monetary default” means failure to pay (i) when due any rent or other monetary obligation of Lessee under this Agreement other than real property taxes, or (ii) prior to delinquency any real property taxes (unless Owner did not deliver the applicable tax bill to Lessee at least 10 business days prior to the applicable tax delinquency date). Any other event of default is a “non-monetary default.”

(b) The Leasehold Mortgagee shall have the same period after delivery of notice of default to remedy the default, or cause the same to be remedied, as is given to Lessee after delivery of notice of default, plus, in each instance, the following additional time periods: (i) 60 days, for a total of 120 days after delivery of the notice of default in the event of any monetary default; and (ii) 60 days, for a total of 120 days after delivery of the notice of default in the event of any non-monetary default; *provided* that such 120-day period shall be extended for a non-monetary default by the time reasonably required to complete such cure, including the time required for the Leasehold Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of Lessee’s interest in the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Leasehold Mortgagee acts with reasonable and continuous diligence. The Leasehold Mortgagee shall have the absolute right to substitute itself for the Lessee and perform the duties of Lessee hereunder for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Leasehold Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of the original Lessee hereunder. Owner shall not terminate this Agreement prior to expiration of the cure periods available to a Leasehold Mortgagee as set forth above. If a Leasehold Mortgagee’s delay in curing a non-monetary default causes damages to Owner, Owner shall have the right to reimbursement for all actual costs thereof.

(c) During any period of possession of the Property by a Leasehold Mortgagee (or a receiver requested by such Leasehold Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Leasehold Mortgagee, the Leasehold Mortgagee shall pay or cause to be paid the Rent and all other monetary charges payable by Lessee hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Lessee’s leasehold or easement estate by the Leasehold Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Leasehold Mortgagee or party acquiring title to Lessee’s leasehold or easement estate shall, as promptly as reasonably possible, commence the cure of all defaults hereunder and thereafter diligently process such cure to completion, whereupon Owner’s right to terminate this Agreement based upon such defaults shall be deemed waived.

(d) Any Leasehold Mortgagee or other party who acquires Lessee's leasehold or easement interest pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to perform the obligations imposed on such party by this Agreement so long as such Leasehold Mortgagee or other party has ownership of the leasehold and/or easement estate or possession of the Property.

(e) Neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Agreement or any interest therein as long as all material obligations of Lessee under the terms of this Agreement are performed by Lessee or a Leasehold Mortgagee in accordance with the terms of this Agreement.

(f) Nothing herein shall be construed to extend this Agreement beyond the Term or to require a Leasehold Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Leasehold Mortgagee discontinues foreclosure proceedings, this Agreement shall continue in full force and effect.

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. 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 any roads, or restore the original grade of any land or any cleared timber, or plant any trees, crops or other plants. 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.

[REDACTED]

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. 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, provided that such event of Force Majeure shall not relieve Lessee from its obligation to timely pay Operational Rent. 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:

Brian and Laura Frank
[REDACTED]
[REDACTED]
[REDACTED]

Email:

If to Lessee:

OSER LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attn: General Counsel
Phone: (510) 267-8921
Fax: (510) 267-8911

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, [REDACTED]
[REDACTED]
[REDACTED]

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.

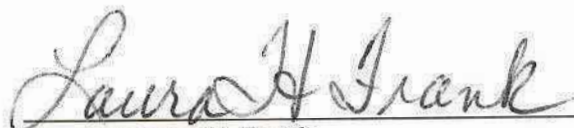
13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[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: Brian Kelly Frank


Name: Laura H. Frank

[Signatures continued on following page.]

“Lessee”

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

By: 
Name: Michael Haas
Title: President

EXHIBIT ALegal 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. 60-6

PARCEL ONE: A certain tract or parcel of land located near Hardinsburg, Breckinridge County, Kentucky, more particularly described as follows:

Beginning at a gum on the west side of the Hartford road, running thence with same south 16 West 84 poles; thence south 10 west 38 poles to DeHaven's corner; thence south 74 1/2 West 37 poles to Jas. W. Miller's corner; thence north 18 west 135 poles to a stone in Zennie Frank's line; thence to the beginning, containing 57 acres, more or less. There is, however, excepted out of the above described boundary of land that part of the same which was conveyed by Ida Board and Eli Board, her husband, to Commonwealth of Kentucky, for road purposes, by deed dated December 4th, 1933, of record in Deed Book 76, at page 476, Breckinridge County Clerk's Office. Also, there is excepted all that part of the above described tract of land which lies on the east side of the Highway, which reservation consists of about one-half (1/2) acre. The land conveyed by this deed being all that part of the above described tract of land which lies on the West side of said highway, being Highway #261.

DEDUCTION I: A certain tract of land situated in Breckinridge County, Kentucky about 1.5 miles south of Hardinsburg and fronting on the west side of a 60 ft. right-of-way to Ky. Hwy. 261. Beginning at an iron pin in the west right-of-way of Ky. Hwy. 261, said pin being South 23° 23' 00" West 1053.5 feet from a wood fence post, the northeastern most corner of Marvin Frank, DB 79, page 487, thence from iron pin of beginning with the west right of-way line of Ky. Hwy. 261 South 23° 23' 00" West 312.1 feet to an iron pin, thence with a new division line within Marvin Frank North 62° 44' 30" West 180.5 feet to an iron pin, thence North 25° 14' 00" east 345.9 feet to an iron pin on the north bank of a drain, thence South 51° 26' 30" East 175.0 feet to an iron pin on the West bank of drain and the point of beginning and containing 1.321 acres as per survey by C.E. Pence, Ky. RLS #2032 and dated March 30, 1983 A.D. PARCEL I, DEDUCTION I being a part of the same property conveyed to TED C. FRANK and PAMELA G. FRANK, his wife, by Deed dated 7th day of April, 1983, and of record in the Breckinridge County Clerk's Office in Deed Book 166, at page 59.

DEDUCTION II: A certain tract of land lying and being in Breckinridge County, Ky., on the west side of Ky. Hwy. 261 approx. 1.5 miles south of Hardinsburg, being more particularly bounded and described as follows: Beginning at a 1/2" rebar (set) on the east side of Ky. Hwy. 261 (30' from center), said rod also lying on the north side of the Miller Lane (20' from center) and being the original southeast corner to the parent tract, said rebar being referenced N-68-30-E, 17.00 feet from a power pole, thence with the north side of the Miller Lane and an existing fence, S-81-28-54 W, 203.11 feet to a 1/2" rebar (set) in the fence on the north side of a marked 20" black gum, a new corner, thence severing the land of the grantor as follows: N-21-16-17-E,

229.75 feet to a 1/2" rebar (set); and S-76-41-52-E, 180.25 feet to a 1/2" rebar (set) on the west side of Ky. 261 (30' from center), said rebar lying near the south end of a fence line near a small drain, thence with the west side of Ky. 261, S-22-06-28-W, 153.85 feet to the point of beginning. CONTAINING 0.78 acres, more or less according to a survey made by Clemons & Hardin Land Surveyors on the 24th of June, 1991. Kendall Clemons Ky. R.L.S. 2811. Subject to any and all right-of-ways, appurtenances and/ or easements in effect to date. PARCEL I, DEDUCTION II being a part of the same property, conveyed to BRIAN KELLY FRANK and LAURA FRANK, his wife, by Deed dated 20th day of April, 1992, and of record in the Breckinridge County Clerk's Office in Deed Book 212, at Page 247.

PARCEL TWO: Three certain tracts or parcels of land, situate, lying and being about 2 1/2 miles South of Hardinsburg in Breckinridge County, Kentucky, and about 1/2 mile West of State Highway #261, and bounded and described as follows:

TRACT I: Beginning at an ash in the line of the George Frank tract 100 poles from the beginning corner of the 282 tract, thence N. 19, W. 162 poles with said line to a root wad (2 degrees variation), thence S. 69 W. 108 poles (with 2 1/2 degrees variation) to a stone; thence S. 21 E. 66 poles (5 degree variation) to a fence; thence S. 69 W. 24 poles (2 1/2 degree variation) to Frank De-Haven's line; thence S. 21 E. 92 poles to a stone (5 degree variation); thence N. 69 E. 139 poles to the beginning, containing 125 acres more or less.

TRACT II: A certain boundary of land lying in the above-named County on the waters of Clover Creek and bounded and described as follows: Beginning at a stake Mr. James M. Hook's corner; thence S. 21 E. 64 poles and 3 links to a stone, Frank's corner; thence with Frank's line S. 69 W. 24 4/5 poles to a stake at the East margin of an old road; thence with the said East margin of said road N. 21 W. 65 3/5 poles to a stake in said Mrs. James M. Hook's line; thence with said line N. 69 E. 26 poles and 22 links to the beginning, containing 10 44/100 acres.

TRACT III: Beginning at a post E. O. Frank's corner; thence with said Frank's line N. 69 E. 105 1/2 poles to a stake or stone near a pond, thence N. 21 E. 4 poles and 22 links to another stake or stone at the East edge of a root wad; thence N. 69 E. 30 poles and 8 links to a stake or stone, Isabell Millers corner; thence with her line N. 21 W. 43 poles and 20 links to a stake or stone; thence S. 69 W. 134 2/5 poles to a stake or stone in Monroe Hook's line; thence with said line 48 poles and 17 links to the beginning, containing 40 acres. BEING a part of the same property (part of Parcel I and all of Parcel II) conveyed to Carrie D. Frank Trust dated the 13th day of December, 2002, c/o Carrie D. Frank, Trustee, by deed from Carrie D. Frank, unmarried, dated August 29, 2003 and recorded in Deed Book 292, page 536, Breckinridge County Clerk's Office.

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

EXHIBIT A-1



Map of Property and Excluded Area



1 inch = 700 feet



**Exhibit A-1 Brian & Laura Frank;
KY-HARI-005**

-  Excluded Area - 34.70 Ac
-  Property - 230.34 Ac

**Breckinridge Co., KY
1/10/2020**



EXHIBIT B

Purchase and Sale of Control Property

1. Control Property. Pursuant to Section 4.4 of the body of this Agreement, Lessee may elect to purchase the Control Property. As provided in Section 4.4, the purchase price for the Control Property shall be [REDACTED]

2. Closing. By written notice to Owner delivered before the closing of the sale (the "Closing"), Lessee will designate the proposed date, time and location of the closing for the purchase of the Control Property. At the Closing, Lessee will pay or cause to be paid any and all recording or conveyancing taxes and transfer fees incurred in connection with the sale to Lessee. Ad valorem taxes for the Control Property for the calendar year of the Closing for the purchase will not be prorated between the Parties and shall be the responsibility of Lessee or its designee. At the Closing, Owner shall deliver to Lessee (i) a special warranty deed (the "Deed") conveying good and indefeasible fee simple title to the Control Property and all improvements thereon free and clear of all liens, encumbrances and other title exceptions, except the Permitted Encumbrances (as defined below); (ii) a non-foreign certificate required by Section 1445 of the Internal Revenue Code of 1986, as amended; and (iii) such other documents or instruments as are reasonably requested by Lessee or Lessee's title company to close the transaction, including, without limitation, a seller's affidavit in the form typically required by a title company to enable the title company to issue an extended coverage title insurance policy. The Deed shall contain a waiver of surface rights for the exploration, development and production of oil, gas and other minerals. As used herein, the term "Permitted Encumbrances" shall mean and refer to only (x) those easements, covenants, restrictions, rights of way and other encumbrances affecting the Control Property that are evidenced of record as of the Effective Date in the Real Property Records, except that the Permitted Encumbrances shall not include, and Owner shall obtain a satisfaction and release on or before the Closing of, any monetary liens, including, without limitation, any and all mortgages, mechanics liens, financing statements and judgment liens encumbering the Control Property; and (y) any other matters affecting the Control Property executed after the Effective Date with Lessee's prior written consent.

3. Subdivision and Other Approvals. Lessee shall take all actions and pay all costs of obtaining any governmental approvals (the "Approvals") required to partition the Control Property from the balance of the Property, so that the Control Property constitutes a legal lot that can be conveyed to Lessee or Lessee's designee as contemplated by this Agreement. The Approvals shall be on terms and conditions satisfactory to Lessee, in Lessee's sole discretion. Owner agrees to join in executing any applications and requests reasonably required by Lessee in connection with Lessee's pursuit of the Approvals, to support approval of such applications and requests, and to otherwise cooperate with Lessee in the processing and pursuit of such applications and requests.

4. Actual Acreage. The actual acreage of the Control Property shall be subject to confirmation in an ALTA survey to be obtained by Lessee at Lessee's expense.

5. Breach. In the event that a Party breaches its obligations at the Closing, the other Party shall have the right to seek the remedy of specific performance of the defaulting Party's obligations.

LEASE AGREEMENT

(#KY-HARI-020)

This Lease Agreement (this "Agreement") is made, dated and effective as of October 4, 2021 (the "Effective Date"), between **Goodman Investments, LLC, a Kansas Limited Liability Company, doing business in Kentucky as E. L. and Hazel M. Goodman Properties, LLC ("Owner")**, and **Clover Creek Solar Project 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 March 26, 2018 (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 212.61 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 [REDACTED] and will continue until the later of (a) [REDACTED] (the "Commercial Operation Date"), or (b) [REDACTED] Lessee may elect to extend the Initial Term [REDACTED] The Initial Term plus either or both of such additional [REDACTED] terms are called the "Term." If the Start of Construction (as defined in Section 3.2) has not occurred prior to [REDACTED]

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. In the event any of the following portions of the Property which were previously farmed become landlocked or otherwise unsuitable for farming as a result of the installation of Solar Facilities under this Agreement, such portions will be included in the Project Site: (i) [REDACTED], (ii) [REDACTED] or (iii) [REDACTED] Lessee will use commercially reasonable efforts to design a Project Site so that any cultivated Property outside of the Project Site remains accessible to vehicles and farm equipment and functional for Owner's continued agricultural use.

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, (a) Lessee paid Owner the first Initial Rent payment, in advance, [REDACTED] [REDACTED] (b) Lessee will pay Owner the following amounts:

(a) Initial Rent. (a) [REDACTED] [REDACTED] [REDACTED] (b) [REDACTED] [REDACTED] [REDACTED] and (c) [REDACTED] [REDACTED] [REDACTED]

[REDACTED] In addition, in the event that Lessee installs one or more meteorological monitoring stations on the Property, Lessee will pay Owner [REDACTED] [REDACTED] The payments for a meteorological monitoring station shall be made [REDACTED] [REDACTED] [REDACTED]

(b) Operational Rent. [REDACTED] [REDACTED] [REDACTED] (“Operational Rent”).

<u>Anniversaries of Start of Construction</u>	<u>Amount</u>
1 – 9	[REDACTED]
10 – 19	[REDACTED]
20 – 29	[REDACTED]
30 – end	[REDACTED]

Notwithstanding the foregoing, for purposes of calculating Operational Rent for a Project Site (a) [REDACTED] [REDACTED] [REDACTED] and (b) [REDACTED] [REDACTED]

4.2 Inflation Adjustment. The amount of Operational Rent shall be adjusted annually by the increase or decrease in the [REDACTED] [REDACTED] (“Index”), [REDACTED] Any annual increase in the Index [REDACTED] shall be included in the computation of annual adjustments in subsequent years. The base for computing the increase or decrease in the Index for this purpose shall be [REDACTED]

[REDACTED] (the "Beginning Index"). The adjustment shall be effective for every full calendar year following such Commercial Operation Date. [REDACTED]

[REDACTED] If the Index is discontinued or revised during the Term, such other government index or computation by which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

4.3 *Overhead Power Lines, Underground Collection Lines, Roads.* Lessee will pay Owner, as applicable, the following additional amounts [REDACTED]

(a) If overhead power lines are installed by Lessee on or over the Property outside of a Project Site pursuant to Section 10.1, [REDACTED]

(b) If underground collection lines are installed by Lessee under the Property outside of a Project Site pursuant to Section 10.1, [REDACTED]

(c) If new roads are constructed by Lessee on the Property outside of a Project Site pursuant to Section 8.6, [REDACTED]

Each of the additional payments under Sections 4.3(a), (b) and (c) above shall be adjusted annually [REDACTED]

4.4 *Substation, Switchyard, etc.* If Lessee intends to install the electric substation or switchyard pursuant to Section 10.1, or an operations & maintenance building, on the Property outside of a Project Site, then Lessee may lease or purchase the actual acreage occupied by the substation, switchyard or building (the "Control Property"). In the event of any such installation outside of a Project Site, whether or no [REDACTED]

[REDACTED] If the Parties are unable to agree on such fair market value, then fair market value shall be determined by written appraisal performed by an independent appraiser reasonably acceptable to Owner and Lessee. If Lessee elects to purchase the Control Property, Owner will sell and convey the same to Lessee upon and subject to the terms and conditions set forth in Exhibit B attached to and made a part of this Agreement.

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 [REDACTED]

[REDACTED]

[REDACTED] 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 [REDACTED]

[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, 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. If Lessee causes the destruction of existing growing crops on any part of the Property which is located outside of the Project Site or the boundaries of any

Related Facilities, Lessee shall compensate Owner as calculated below (the “Crop Damage Payment”). [REDACTED]

[REDACTED] If Owner does not have yield records available, the Parties will use FSA records or other commonly used yield information available for the area. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If they cannot agree, they shall promptly have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent. [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. [REDACTED]

[REDACTED] 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. 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 [REDACTED]

9.4 Separability. Lessee may use the Property in connection with one or more Project Sites of associated Solar Facilities constructed, installed and/or operated on the Property and/or on other lands in the general vicinity of the Property by or on behalf of Lessee or an affiliate or Assignee(s) thereof as an integrated energy generating and delivery system. If Lessee elects to use the Property for two or more Project Sites, then Owner shall, within 20 days after request from Lessee, and without demanding any additional consideration, bifurcate this Agreement and the Lease by entering into and delivering to Lessee two or more independent new lease agreements (which shall supersede and replace this Agreement) that provide Lessee with separate leasehold estates in different portions of the Property, as designated by Lessee. Each such new lease agreement shall: (a) specify the portion(s) of the Property to be covered thereby, (b) contain the same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Lessee or any other person or entity prior to the execution of such new agreements, and except for any modifications that may be required to ensure that each Party's combined obligations under

such new agreements do not exceed such Party's obligations under this Agreement) and be in a form reasonably acceptable to Lessee; (c) be for a term equal to the remaining Term of this Agreement; (d) contain a grant of access, transmission, communications and other easements for the benefit of each of the bifurcated estates, covering such portion or portions of the Property outside of the benefited estate in each case as Lessee may designate; (e) require payment to Owner of only an acreage-proportionate part of each payment due under Section 4 (which under all such new agreements shall in the aggregate equal the amounts that are due under Section 4); (f) provide for payments thereafter due under Section 4 and elsewhere to be paid with respect to the Solar Facilities actually installed under such new lease for the portion of the Property subject to such lease; and (g) enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Property. Further, notwithstanding any other provision of this Agreement, (i) in the event of any uncured default under any such new lease agreement, [REDACTED]

[REDACTED] and (ii) in the event of a termination of any such new lease agreement, [REDACTED]

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, including, without limitation, a perpetual easement. Alternatively, at Lessee's election, Owner agrees either to (a) grant such rights directly to such utility or other entity, or (b) convey title to such portion of the Property to the utility or other entity by deed or other conveyance. In the event Lessee exercises the foregoing rights or election, and in lieu of payment to Owner by the utility or other entity, Lessee will make a one-time payment to Owner equal to 150% of the fair market value for its current land use of the actual acreage occupied or to be occupied by such facilities. If the Parties are unable to agree on such fair market value, then fair market value shall be determined by written appraisal performed by an independent appraiser reasonably acceptable to Owner and Lessee. Half of such one-time payment will be payable [REDACTED] the other half will be payable [REDACTED]

10.4 Term; Assignment. The term of the Transmission Easement shall expire upon expiration or termination of this Agreement, [REDACTED] 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.* As a precondition to exercising any rights or remedies as a result of any alleged default by Lessee, Owner shall give written notice of the default to each Leasehold Mortgagee of which Owner has notice concurrently with delivery of such notice to Lessee, specifying in detail the alleged event of default and the required remedy. In the event Owner gives such written notice of default, the following provisions shall apply:

(a) A “monetary default” means failure to pay (i) when due any rent or other monetary obligation of Lessee under this Agreement other than real property taxes, or (ii) prior to delinquency any real property taxes (unless Owner did not deliver the applicable tax bill to Lessee at least 10 business days prior to the applicable tax delinquency date). Any other event of default is a “non-monetary default.”

(b) The Leasehold Mortgagee shall have the same period after delivery of notice of default to remedy the default, or cause the same to be remedied, as is given to Lessee after delivery of notice of default, plus, in each instance, the following additional time periods: (i) 60 days, for a total of 120 days after delivery of the notice of default in the event of any monetary default; and (ii) 60 days, for a total of 120 days after delivery of the notice of default in the event of any non-monetary default; *provided* that such 120-day period shall be extended for a non-monetary default by the time reasonably required to complete such cure, including the time required for the Leasehold Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of Lessee’s interest in the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Leasehold Mortgagee acts with reasonable and continuous diligence. The Leasehold Mortgagee shall have the absolute right to substitute itself for the Lessee and perform the duties of Lessee hereunder for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Leasehold Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of the original Lessee hereunder. Owner shall not terminate this Agreement prior to expiration of the cure periods available to a Leasehold Mortgagee as set forth above. If a Leasehold Mortgagee’s delay in curing a non-monetary default causes damages to Owner, Owner shall have the right to reimbursement for all actual costs thereof.

(c) During any period of possession of the Property by a Leasehold Mortgagee (or a receiver requested by such Leasehold Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Leasehold Mortgagee, the Leasehold Mortgagee shall pay or cause to be paid the Rent and all other monetary charges payable by Lessee hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Lessee’s leasehold or easement estate by the Leasehold Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Leasehold Mortgagee or party acquiring title to Lessee’s leasehold or easement estate shall, as promptly as reasonably possible, commence the cure of all defaults hereunder and thereafter diligently process such cure to completion, whereupon Owner’s right to terminate this Agreement based upon such defaults shall be deemed waived.

(d) Any Leasehold Mortgagee or other party who acquires Lessee’s leasehold or easement interest pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to

perform the obligations imposed on such party by this Agreement so long as such Leasehold Mortgagee or other party has ownership of the leasehold and/or easement estate or possession of the Property.

(e) Neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Agreement or any interest therein as long as all material obligations of Lessee under the terms of this Agreement are performed by Lessee or a Leasehold Mortgagee in accordance with the terms of this Agreement.

(f) Nothing herein shall be construed to extend this Agreement beyond the Term or to require a Leasehold Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Leasehold Mortgagee discontinues foreclosure proceedings, this Agreement shall continue in full force and effect.

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. 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 any roads, or restore the original grade of any land or any cleared timber, or plant any trees, crops or other plants. 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.

[REDACTED]

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. 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 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:

Goodman Investments, LLC

[REDACTED]
[REDACTED]

Telephone:

Email:

If to Lessee:

Clover Creek Solar Project LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attn: General Counsel
Phone: (510) 267-8921
Fax: (510) 267-8911

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, [REDACTED]

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”

Goodman Investments, LLC, a Kansas limited liability company, doing business in Kentucky as E. L. and Hazel M. Goodman Properties, LLC

By: 
Name: Judith A. Nash, Manager

“Lessee”

**Clover Creek Solar Project LLC,
a Delaware limited liability company**

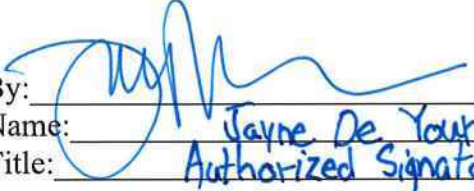
By: 
Name: Jarne De Young
Title: Authorized Signatory

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. 74-1 and 74-2

Tract #1: Beginning at Pat Sheeran's corner on the west side of the Hartford Road, running thence North 79 1/2 West 72 3/5 poles to a hickory; thence South 75 1/2 West 165 poles to a black oak; thence South 18 East 156 poles to a stone, corner to Ms. Ida Board's allotment; thence with a line of the same to a maple, another corner to Mrs. Board's tract; thence South 16 West 16 poles to Henning's corner; thence North 70 East 71 3/5 poles to a stake; thence South 22 East 27 poles to a stake; thence South (or East the file notes are blurred) 6 poles to a maple; thence North 24 East 86 poles to a stone in the L. C. Payne's line; thence North 52 1/2 West 45 poles to a black oak on the Hartford Road; thence with the same North 18 1/2 East 58 poles to the beginning, containing 246 acres, more or less.

Out of the above described real estate, there is excepted and not conveyed the following boundary, to-wit:

Beginning at a stone near the east gate post in line with the lane fence, thence North 59 feet to corner of the yard; thence North 86 East with the south fence of the yard; 70 feet to a stone at the corner of the yard; thence with the west fence of the yard North 156 feet to a stone in the chicken yard; thence North 85 West 230 feet to a stone; thence South 2 West 220 feet to a stone in the lance fence; thence with said fence South 85 East 170 feet to the beginning containing one (1) acre, more or less, and an outlet or driveway to the State Highway.

There is also excepted and not conveyed herein the tract of land heretofore conveyed out of the above to Thomas C. Brite, Escrow Agency, from E. L. Goodman and Hazel Goodman, his wife, by deed dated January 26, 2000, and recorded in Deed Book 265, Page 146 in Clerk's Office.

Tract #2: A certain tract or parcel of land, lying and being in Breckinridge County and part of the Brookshire Farm and more particularly described as follows, to-wit:

Beginning at a stake in the Brookshire-Hool line 52 1/2 East 45 poles from the old county road running thence 52 1/2 East 44 poles to a stake in L. C. Payne's line; thence with Payne's line South 24 West 21 poles to a stone in Payne's line, thence North 52 1/2 West 44 poles to a stake, thence North 21 East 21 poles to the beginning containing 5 acres, more or less

There is however, EXCEPTED, and not conveyed herein part of that a certain tract of land conveyed to the Commonwealth of Kentucky for the use and benefit of the Transportation

Cabinet, by Deed dated July 10, 1989 and recorded in Deed Book 195, Page 27, Breckinridge County Clerk's Office.

Tract #3: Beginning at a stone near the east gate post in line with the lane fence, thence North 59 feet to the corner of the yard; thence North 86 East with the south fence of the yard, 70 feet to a stone at the corner of the yard; thence with the west fence of the yard North 156 feet to a stone in the chicken yard; thence North 85 West 230 feet to a stone; thence South 2 West 220 feet to a stone in the lane fence; thence with said fence South 85 East 170 feet to the beginning, containing one (1) acre, more or less, and an outlet or driveway to the State Highway.

EXCEPTING THEREFROM so much of said property as was sold off and conveyed to KENNETH WAYNE WHITWORTH, THOMAS N. HICKS, LARRY G. FRANK, ROBERT B. CHAMBLISS, M.D., JOE A MILLER and BRUCE T. BUTLER, by Deed dated February 26, 2003, of record in Deed Book 288, Page 292, in the Office of the Clerk of Breckinridge County, Kentucky.

EXCEPTING THEREFROM so much of said property as was sold off and conveyed to BRECKINRIDGE COUNTY FISCAL COURT, by Deed dated January 28, 2004 and recorded in Deed Book 296, Page 419, in the Office of the Clerk of Breckinridge County, Kentucky.

Being a portion of the same property acquired by GOODMAN INVESTMENTS, L.P., A KANSAS LIMITED PARTNERSHIP, DOING BUSINESS IN KENTUCKY AS E. L. AND HAZEL M. GOODMAN PROPERTIES, LTD., by General Warranty Deed dated February 14, 2003, of record in Deed Book 288, Page 95, in the Office of the 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

Legal Description of the Timber Property

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

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

1. **Control Property.** Pursuant to Section 4.4 of the body of this Agreement, Lessee may elect to purchase the Control Property. As provided in Section 4.4, the purchase price for the Control Property shall be [REDACTED]

2. **Closing.** By written notice to Owner delivered before the closing of the sale (the "Closing"), Lessee will designate the proposed date, time and location of the closing for the purchase of the Control Property. At the Closing, Lessee will pay or cause to be paid any and all recording or conveyancing taxes and transfer fees incurred in connection with the sale to Lessee. Ad valorem taxes for the Control Property for the calendar year of the Closing for the purchase will not be prorated between the Parties and shall be the responsibility of Lessee or its designee. At the Closing, Owner shall deliver to Lessee (i) a special warranty deed (the "Deed") conveying good and indefeasible fee simple title to the Control Property and all improvements thereon free and clear of all liens, encumbrances and other title exceptions, except the Permitted Encumbrances (as defined below); (ii) a non-foreign certificate required by Section 1445 of the Internal Revenue Code of 1986, as amended; and (iii) such other documents or instruments as are reasonably requested by Lessee or Lessee's title company to close the transaction, including, without limitation, a seller's affidavit in the form typically required by a title company to enable the title company to issue an extended coverage title insurance policy. The Deed shall contain a waiver of surface rights for the exploration, development and production of oil, gas and other minerals. As used herein, the term "Permitted Encumbrances" shall mean and refer to only (x) those easements, covenants, restrictions, rights of way and other encumbrances affecting the Control Property that are evidenced of record as of the Effective Date in the Real Property Records, except that the Permitted Encumbrances shall not include, and Owner shall obtain a satisfaction and release on or before the Closing of, any monetary liens, including, without limitation, any and all mortgages, mechanics liens, financing statements and judgment liens encumbering the Control Property; and (y) any other matters affecting the Control Property executed after the Effective Date with Lessee's prior written consent.

3. **Subdivision and Other Approvals.** Lessee shall take all actions and pay all costs of obtaining any governmental approvals (the "Approvals") required to partition the Control Property from the balance of the Property, so that the Control Property constitutes a legal lot that can be conveyed to Lessee or Lessee's designee as contemplated by this Agreement. The Approvals shall be on terms and conditions satisfactory to Lessee, in Lessee's sole discretion. Owner agrees to join in executing any applications and requests reasonably required by Lessee in connection with Lessee's pursuit of the Approvals, to support approval of such applications and requests, and to otherwise cooperate with Lessee in the processing and pursuit of such applications and requests.

4. **Actual Acreage.** The actual acreage of the Control Property shall be subject to confirmation in an ALTA survey to be obtained by Lessee at Lessee's expense.

5. **Breach.** In the event that a Party breaches its obligations at the Closing, the other Party shall have the right to seek the remedy of specific performance of the defaulting Party's obligations.

“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”), provided, however, [REDACTED] Lessee shall designate a new Project Site each time it constructs new Solar Facilities on the Property.

3. Section 4.1 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

“Rent. In consideration of the rights granted hereunder, Lessee paid Owner the first Initial Rent payment, in advance, [REDACTED] from the Letter Agreement Effective Date in the amount of [REDACTED], and Lessee will also pay Owner the following amounts:

- (a) Initial Rent. (i) [REDACTED]
- [REDACTED]
- [REDACTED] (ii) [REDACTED]
- [REDACTED]
- [REDACTED] and (iii) [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

In addition, in the event that Lessee installs one or more meteorological monitoring stations on the Property, Lessee will pay Owner [REDACTED]. The payments for a meteorological monitoring station shall be made [REDACTED]

- (b) Operational Rent. [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED] (“Operational Rent”). The

Operational Rent shall increase annually [REDACTED] commencing on the first anniversary thereof and continuing on each anniversary thereafter.

<u>Anniversaries of Start of Construction</u>	<u>Amount</u>
1-10	[REDACTED]
11-20	[REDACTED]
21-end	[REDACTED]

Notwithstanding the foregoing, for purposes of calculating Operational Rent for a Project Site Lessee shall pay Operational Rent for the Timber Property [REDACTED]

[REDACTED]

[REDACTED] and (b) [REDACTED]

[REDACTED]

4. Section 4.2 of the Lease Agreement is hereby deleted in its entirety.

5. Ratification. Except as specifically set forth herein, by execution hereof, all other terms and conditions of the Lease Agreement are hereby ratified and confirmed and shall remain in full force and effect.

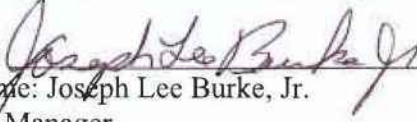
6. No Modification. Except as expressly set forth in this Amendment, the Lease Agreement shall remain in full force and effect without modification. This Amendment shall not be modified or amended, except in writing signed by both Parties.

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

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first written above.

OWNER:

JLB Real Estate, LLC,
a Kentucky limited liability company

By: 
Name: Joseph Lee Burke, Jr.
Its: Manager

LESSEE:

Clover Creek Solar Project, LLC,
a Delaware limited liability company

By: 
Name: Robert S. Anders
Title: Associate Director
of Development

LEASE AGREEMENT
(#KY-HARI-008)

This Lease Agreement (this "Agreement") is made, dated and effective as of May 31, 2019 (the "Effective Date"), between JLB Real Estate, 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 June 1, 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 673.88 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 [REDACTED] and will continue until the later of (a) [REDACTED] [REDACTED] [REDACTED] (the "Commercial Operation Date"), or (b) [REDACTED] [REDACTED] Lessee may elect to extend the Initial Term [REDACTED] [REDACTED] The Initial Term plus either or both of such additional [REDACTED] terms are called the "Term." If the Start of Construction (as defined in Section 3.2) has not occurred prior to [REDACTED] [REDACTED] [REDACTED]

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. In consideration of the rights granted hereunder, (a) [REDACTED] [REDACTED] [REDACTED] (b) Lessee will pay Owner the following amounts:

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

[REDACTED] and (c) [REDACTED]
[REDACTED]
[REDACTED] In addition, in the event that Lessee installs one or more meteorological monitoring stations on the Property, [REDACTED] [REDACTED] [REDACTED] The payments for a meteorological monitoring station shall be made [REDACTED]
[REDACTED]

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

<u>Anniversaries of Start of Construction</u>	<u>Amount</u>
1 - 9	[REDACTED]
10 - 19	[REDACTED]
20 - 29	[REDACTED]
30 - end	[REDACTED]

Notwithstanding the foregoing, for purposes of calculating Operational Rent for a Project Site (a) [REDACTED]
[REDACTED]
[REDACTED], and (b) [REDACTED]
[REDACTED]

4.2 Inflation Adjustment. The amount of Operational Rent shall be adjusted annually by the increase or decrease in the [REDACTED]
[REDACTED] ("Index"), b [REDACTED]
[REDACTED] Any annual increase in the Index [REDACTED] shall be included in the computation of annual adjustments in subsequent years. The base for computing the increase or decrease in the Index for this purpose shall be [REDACTED]
[REDACTED] (the "Beginning Index"). The adjustment shall be effective for every full calendar year following such Commercial Operation Date. [REDACTED]
[REDACTED]
[REDACTED] If the Index is discontinued or revised during the Term, such other government index or computation by which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

4.3 Overhead Power Lines, Underground Collection Lines, Roads. Lessee will pay Owner, as applicable, the following additional amounts [REDACTED]

(a) If overhead power lines are installed by Lessee on or over the Property outside of a Project Site pursuant to Section 10.1, [REDACTED]

(b) If underground collection lines are installed by Lessee under the Property outside of a Project Site pursuant to Section 10.1, [REDACTED]

(c) If new roads are constructed by Lessee on the Property outside of a Project Site pursuant to Section 8.6, [REDACTED]

Each of the additional payments under Sections 4.3(a), (b) and (c) above shall be adjusted annually by the increase or decrease in the Index (but not more than 5% per year), at the same time and in the same manner as adjustments in Operational Rent pursuant to Section 4.2. Any annual increase in the Index above 5% shall be included in the computation of annual adjustments in subsequent years.

4.4 Substation, Switchyard, etc. If Lessee intends to install the electric substation or switchyard pursuant to Section 10.1, or an operations & maintenance building, on the Property outside of a Project Site, then Lessee may lease or purchase the actual acreage occupied by the substation, switchyard or building (the "Control Property"). In the event of any such installation outside of a Project Site, whether or not [REDACTED]

[REDACTED] If the Parties are unable to agree on such fair market value, then fair market value shall be determined by written appraisal performed by an independent appraiser reasonably acceptable to Owner and Lessee. If Lessee elects to purchase the Control Property, Owner will sell and convey the same to Lessee upon and subject to the terms and conditions set forth in Exhibit B attached to and made a part of this Agreement.

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 [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

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.

[REDACTED]
[REDACTED]
[REDACTED]
[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, 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. If Lessee causes the destruction of existing growing crops on any part of the Property which is located outside of the Project Site or the boundaries of any Related Facilities, Lessee shall compensate Owner as calculated below (the "Crop Damage Payment").

[REDACTED]

If Owner does not have yield records available, the Parties will use FSA records or other commonly used yield information available for the area. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If they cannot agree, they shall promptly have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent.

[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. [REDACTED]

[REDACTED] 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 [REDACTED]

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 [REDACTED]

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

[REDACTED]

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, including, without limitation, a perpetual easement. Alternatively, at Lessee's election, Owner agrees either to (a) grant such rights directly to such utility or other entity, or (b) convey title to such portion of the Property to the utility or other entity by deed or other conveyance. In the event Lessee exercises the foregoing rights or election, and in lieu of payment to Owner by the utility or other entity, Lessee will make a one-time payment to Owner equal to 150% of the fair market value for its current land use of the actual acreage occupied or to be occupied by such facilities. If the Parties are unable to agree on such fair market value, then fair market value shall be determined by written appraisal performed by an independent appraiser reasonably acceptable to Owner and Lessee. Half of such one-time payment will be payable

_____ the other half will be payable _____

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.

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 Mortgage") 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 Mortgage, 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. As a precondition to exercising any rights or remedies as a result of any alleged default by Lessee, Owner shall give written notice of the default to each Leasehold Mortgagee of which Owner has notice concurrently with delivery of such notice to Lessee, specifying in detail the alleged event of default and the required remedy. In the event Owner gives such written notice of default, the following provisions shall apply:

(a) A "monetary default" means failure to pay (i) when due any rent or other monetary obligation of Lessee under this Agreement other than real property taxes, or (ii) prior to delinquency any real property taxes (unless Owner did not deliver the applicable tax bill to Lessee at least 10 business days prior to the applicable tax delinquency date). Any other event of default is a "non-monetary default."

(b) The Leasehold Mortgagee shall have the same period after delivery of notice of default to remedy the default, or cause the same to be remedied, as is given to Lessee after delivery of notice of default, plus, in each instance, the following additional time periods: (i) 60 days, for a total of 120 days after delivery of the notice of default in the event of any monetary default; and (ii) 60 days, for a total of 120 days after delivery of the notice of default in the event of any non-monetary default; *provided* that such 120-day period shall be extended for a non-monetary default by the time reasonably required to complete such cure, including the time required for the Leasehold Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of Lessee's interest in the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Leasehold Mortgagee acts with reasonable and continuous diligence. The Leasehold Mortgagee shall have the absolute right to substitute itself for the Lessee and perform the duties of Lessee hereunder for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Leasehold Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of the original Lessee hereunder. Owner shall not terminate this Agreement prior to expiration of the cure periods available to a Leasehold Mortgagee as set forth above. If a Leasehold Mortgagee's delay in curing a non-monetary default causes damages to Owner, Owner shall have the right to reimbursement for all actual costs thereof.

(c) During any period of possession of the Property by a Leasehold Mortgagee (or a receiver requested by such Leasehold Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Leasehold Mortgagee, the Leasehold Mortgagee shall pay or cause to be paid the Rent and all other monetary charges payable by Lessee hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Lessee's leasehold or easement estate by the Leasehold Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Leasehold Mortgagee or party acquiring title to Lessee's leasehold or easement estate shall, as promptly as reasonably possible, commence the cure of all defaults hereunder and thereafter diligently process such cure to completion, whereupon Owner's right to terminate this Agreement based upon such defaults shall be deemed waived.

(d) Any Leasehold Mortgagee or other party who acquires Lessee's leasehold or easement interest pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to perform the obligations imposed on such party by this Agreement so long as such Leasehold Mortgagee or other party has ownership of the leasehold and/or easement estate or possession of the Property.

(e) Neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Agreement or any interest therein as long as all material obligations of Lessee under the terms of this Agreement are performed by Lessee or a Leasehold Mortgagee in accordance with the terms of this Agreement.

(f) Nothing herein shall be construed to extend this Agreement beyond the Term or to require a Leasehold Mortgagee to continue foreclosure proceedings after the default

has been cured. If the default is cured and the Leasehold Mortgagee discontinues foreclosure proceedings, this Agreement shall continue in full force and effect.

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. 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 any roads, or restore the original grade of any land or any cleared timber, or plant any trees, crops or other plants. 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. [REDACTED]

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. 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) is already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity, or (c) is required to be disclosed by a court or governmental agency; *provided however*, that Owner may disclose the financial terms of this Agreement to Owner's family members; consultants, accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; prospective buyers of the Property; or lenders that may have a mortgage on the Property. Lessee shall maintain in confidence; and shall not publish or otherwise disclose, information pertaining to the financial terms of this Agreement except as necessary in connection with Lessee's development, construction, operations or financing activities or in connection with any assignment. The provisions of this Section 13.2 shall survive the termination or expiration of this Agreement.

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

13.4 Notices. All notices, requests and other communications required or permitted by this Agreement shall be given in writing by personal delivery (confirmed by courier

delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, certified, and addressed as follows:

If to Owner:

Joseph L. Burke, Jr.
JLB Real Estate, LLC

[REDACTED]
[REDACTED]

Telephone: [REDACTED]

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
Phone: (510) 267-8921
Fax: (510) 267-8911

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, [REDACTED]

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.

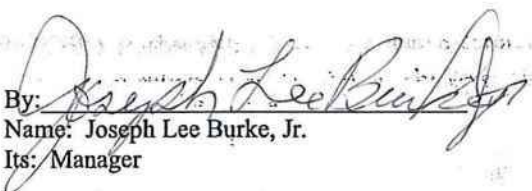
13.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[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"

JLB Real Estate, LLC, a Kentucky Limited Liability Company

By: 
Name: Joseph Lee Burke, Jr.
Its: Manager

"Lessee"

OSER LLC,
a Delaware limited liability company


By: 
Name: Nicholas A. Hiza
Title: Vice 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. 59-4E

TRACT ONE:

Being a 205.063 acre tract located on the westerly side of U.S. Hwy. 60 near the town of Hardinsburg in Breckinridge County, Kentucky and further described as follows: BEGINNING at a 5/8" rebar in the westerly R/W of U.S. Hwy. 60 corner to C. Bennett (D. B. 88, Pg. 250); thence with said Hwy. 60 R/W, a curve to the left having a radius of 2357.04' and a long chord at S 47 deg. 52 min. 56 sec. E., 190.72' to the P. T; thence S 50 deg. 12 min. 04 sec. E., 270.17' to a 5/8" rebar; thence leaving said Hwy. 60 with new lines in H. Beard S 38 deg. 32 min. 42 sec. W., 335.05' to a 5/8" rebar; thence S 49 deg. 23 min. 00 sec. E., 483.73' to a 5/8" rebar in the line of K. O'Connell (D. B. 185, Pg. 65); thence with said O'Connell S 45 deg. 21 min. 01 sec. w., 373.71' to a 5/8" rebar; thence N 51 deg. 29 min. 00 sec. w., 384.81' to a 5/8" rebar; thence S 81 deg. 28 min. 26 sec. w., 35.59' to a 5/8" rebar; thence S 72 deg. 58 min. 27 sec. w., 389.12' to a 5/8" rebar; thence S 51 deg. 38 min. 31 sec. w., 242.61' to a 5/8" rebar; thence S 45 deg. 21 min. 47 sec. E., 782.26' to a 5/8" rebar; thence S 57 deg. 27 min. 26 sec. w., 538.17' to a 5/8" rebar; thence N 70 deg. 13 min. 44 sec. w., 321.28' to a 5/8" rebar; thence N 15 deg. 01 min. 19 sec. W., 79.71' to a 5/8" rebar; thence N 55 deg. 20 min. 36 sec. w., 32.12' to a 5/8" rebar; thence N 74 deg. 58 min. 33 sec. w., 253.91' to a 5/8" rebar; thence N 85 deg. 30 min. 06 sec. w., 181.49' to a 5/8" rebar; thence S 87 deg. 28 min. 01 sec. w., 139.77' to a 5/8" rebar; thence S 62 deg. 16 min. 24 sec. w., 214.76' to a 5/8" rebar; thence S 42 deg. 37 min. 05 sec. w., 143.13' to a 5/8" rebar; thence N 56 deg. 05 min. 15 sec. w., 357.63' to a 5/8" rebar; thence S 30 deg. 18 min. 27 sec. W., 462.57' to a 5/8" rebar; thence S 52 deg. 42 min. 20 sec. E., 416.12' to a 5/8" rebar; thence S 12 deg. 37 min. 55 sec. E., 147.87' to a 5/8" rebar; thence S 45 deg. 46 min. 38 sec. E., 172.72' to a 5/8" rebar in the line of L. Newby (D. B. 88, Pg. 468); thence with said Newby S 89 deg. 13 min. 32 sec. w., 515.57' to a dogwood corner to L. Burke (D. B. 86, pg. 53); thence with said Burke N 88 deg. 21 min. 33 sec. w., 423.62' to a stone; thence N 25 deg. 29 min. 00 sec. w., 490.83' to a post; thence N 16 deg. 27 min. 40 sec. w., 617.70' to a hickory; thence S 69 deg. 39 min. 46 sec. w., 1077.49' to a stone corner to L. Burke (D. B. 91, Page 285); thence with said Burke N 35 deg. 02 min. 48 sec. w., 569.22' to a oak with fence; thence N 70 deg. 14 min. 37 sec. w., 70.83' to a hickory with fence; thence N 8 deg. 50 min. 45 sec. w., 889.81' to a black oak; thence N 14 deg. 08 min. 17 sec. w., 936.53' to a 5/8" rebar in the line of J. Skillman (D. B. 58, Pg. 132); thence with said Skillman N 85 deg. 27 min. 13 sec. E., 1315.13' to a sycamore; thence N 69 deg. 03 min. 52 sec. E., 681.31' to a stump in the line of said Bennett; thence with said Bennett S 38 deg. 44 min. 31 sec. E., 1924.59' to a hickory with fence; thence N 74 deg. 33 min. 45 sec. E., 762.68' to a 26" walnut; thence N 56 deg. 43 min. 44 sec E. 1204.48' to the beginning and containing 205.063 acres (more or less) per physical survey by Timothy W. Smith, L. S. 2373.

THERE IS EXCEPTED HEREFROM that portion previously conveyed by Right Of Way and Easement Agreement dated August 21, 1999, from Joseph L. Burke, Jr. and June Ann Burke, to Williams Communications, Inc., and appearing of record in Deed Book 262, Page 135, records of the Breckinridge County Court Clerk's Office.

THERE IS FURTHER EXCEPTED HEREFROM that portion previously conveyed by Joseph Lee Burke, Jr. and June Ann Burke, his wife, to the Commonwealth of Kentucky for the use and benefit of the Transportation Cabinet, Department of Highways, by Deed dated September 15, 1998, and recorded in Deed Book 255, Page 506, records of the Breckinridge County Court Clerk's Office.

AND BEING the same real estate conveyed to Joseph Lee Burke, Jr., a/k/a Joseph L. Burke, by deed dated July 3, 2000, appearing of record in the Breckinridge County Court Clerk's Office in Deed Book 268, at page 332.

TRACT TWO

Being a 43.1636-acre tract located on the westerly side of U.S. 60 near Hardinsburg in Breckinridge County, Kentucky and further described as follows:

BEGINNING at a 5/8" rebar corner to L. Newby (DB 88 PG 468), being the northeasterly corner of Newby; thence with said Newby S 89 deg. 10 min. 58 sec. W., 1593.10' to a 5/8" rebar; thence S 87 deg. 11 min. 36 sec. W., 193.81' to a 5/8" rebar corner to J. Burke, Jr. (DB 209 PG 81); thence with Burke N 45 deg. 55 min. 07 sec. W., 172.25' to a 5/8" rebar; thence N 12 deg. 44 min. 37 sec. W., 147.88' to a 5/8" rebar; thence N 52 deg. 51 min. 55 sec. W., 416.37' to a 5/8" rebar; thence N 30 deg. 12 min. 54 sec. E., 462.59' to a 5/8" rebar; thence S 56 deg. 13 min. 02 sec. E., 358.08' to a 5/8" rebar; thence N 42 deg. 16 min. 49 sec. E., 142.96' to a 5/8" rebar; thence N 62 deg. 05 min. 30 sec. E., 214.50' to a 5/8" rebar; thence N 87 deg. 18 min. 23 sec. E., 139.81' to a 5/8" rebar; thence S 85 deg. 39 min. 59 sec. E., 181.45' to a 5/8" rebar; thence S 75 deg. 08 min. 06 sec. E. 253.93' to a 5/8" rebar; thence S 55 deg. 30 min. 59 sec. E., 32.09' to a 5/8" rebar; thence S 15 deg. 12 min. 13 sec. E., 79.68' to a 5/8" rebar; thence S 70 deg. 22 min. 57 sec. E., 321.20' to a 5/8" rebar; thence N 57 deg. 18 min. 42 sec. E., 538.03' to a 5/8" rebar; thence with new lines in K. O'Connell (DB 185 PG 65) S 46 deg. 01 min. 59 sec. E., 756.09' to a 5/8" rebar on the northerly side of a 60' right-of-way; thence S 46 deg. 01 min. 59 sec. E., 65.83' to a 5/8" rebar on the southerly side of said right-of-way; thence continuing with a new line in K. O'Connell S. 56 deg. 14 min. 06 sec. w., 603.00' to the beginning and containing 43.1636 acres (more or less) per physical survey by Timothy W. Smith, L.S. 2373.

EXCEPTING THEREFROM THE FOLLOWING:

BEING a 45.000 acre tract located at the end of the Industrial Park Lane, west of US Highway 60, near the city of Hardinsburg, Breckinridge 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 Breckinridge County Ready Mix Company (DB 211 PG 329) corner to Big Rivers Electric Corporation (DB 329 PG 546) and J. Burke Jr. (DB 268 PG 337, DB 268, PG 332, DB 210, PG 470 and DB 209 PG 81); THENCE with Big Rivers Electric Corporation S 89 deg. 19 min. 28 sec. W., 1593.15' to a found 5/8" rebar with cap stamped T.W. Smith LS 2373; THENCE S 87 deg. 10 min. 07 sec. W., 193.41' to a found 5/8" rebar with cap stamped T.W. Smith LS 2373; THENCE S 89 deg. 15 min. 15 sec. W., 515.26' to a found 112" rebar with cap stamped F.K. Higdon LS 3701 corner to S. Kennedy (DB 233 PG 44); THENCE with new lines in said J. Burke Jr. N 02 deg. 40 min. 49 sec. E., 988.98' to a set 5/8" rebar; THENCE S 89 deg. 52 min. 44 sec. E., 1665.79' to a found 5/8" rebar with cap stamped T.W. Smith LS 2373; THENCE S 33 deg. 27 min. 25 sec. E., 192.41' to a found 12" ash tree; THENCE S 34 deg. 36 min. 02 sec. E., 558.44' to a found 5/8" rebar with cap stamped T.W. Smith LS 2373; THENCE N 89 deg. 54 min. 00 sec. E., 134.46' to a found 5/8" rebar with cap stamped T.W. Smith LS 2373 corner to Air Ride Properties (DB 299 PG 145) and the northerly right-of-way of Industrial Park Lane; THENCE with the westerly right-of-way of Industrial Park Lane S 05 deg. 33 min. 18 sec. E., 59.89' to a found 5/8" rebar with cap stamped T.W. Smith LS 2373 corner to the southerly right-of-way of said Industrial Park Lane and corner to said Breckinridge County Ready Mix Company; THENCE with said Breckinridge County Ready Mix Company S 05 deg. 29 min. 49 sec. E., 271.00' to the POINT OF BEGINNING and CONTAINING 45.000 acres (more or less) according to a physical survey by Timothy W. Smith, PLS #2373 during March, 2015, per Job No. 15-119.

Real Property Tax Parcel No. 45-9 and 59-22

TRACT THREE

Lying and being in Breckinridge County, Kentucky near the town of Hardinsburg, Kentucky, and more particularly described as follows:

Beginning at a stone on the South side of the Owensboro and Hardinsburg Roads, in the Henry Miller line; thence N. 7 E. 15 poles to a double poplar thence N. 64 E. 30 poles to a stone on the North side of a branch; thence N. 43 W. 135 poles to a stone on the West point, thence N. 24 E. 40 poles to a white oak (not found) on a bluff; thence West 210 poles to a beech root on the North side of bear run, thence S. 42 E. 58 poles to a white oak stump on a high point; thence S. 35 W. 51 poles to two dogwoods (not found); thence S. 33 W. 9 poles to a beech at the edge of a field; thence S. 30 3/4 E. 64 poles to a stone in the center of the Owensboro and Hardinsburg Roads; thence with said road N. 75 1/2 E. 93 1/2 poles, S. 72 1/2 E. 114 poles, thence 54 1/2 E. 21 poles to the beginning, containing 178 4/5 acres.

TRACT FOUR:

Seven Tracts or parcels of land located in Breckinridge County, Kentucky, near the Town of Hardinsburg and more particularly described as follows:

FIRST TRACT: A certain tract or parcel of land on the water of Bear Run, it being a part of the tract of land conveyed by Wathan Board to Samuel McJolly and bounded as follows: Beginning at a white oak and sugar tree in a line of Will and John Miller, and corner of the division between

Nelson and Jame Jolly, thence with said division line N. 84 E. 297 poles to a sugar tree on the side of the hill on Bear Run and Daniels line; thence with his lines. S. 64 W. 100 poles to a white oak on east hillside; thence S. 7 W. 73 poles to a beech and white oak on Bear Run; thence S. 27 W. 36 poles to a poplar inside of Henry Miller's fence; thence N. 66 W. 68 poles to two white oaks on a cliff; thence W. 196 poles to a beech on the north side of Bear Run, marked N. 1; thence N. 66 E. 98 poles to a rock in the field; thence N. 21 W. 40 poles to the beginning, containing by survey 157 1/2 acres, more or less, and is the same tract of land conveyed to H. M. Beard by Clint Adkisson, Rickard Adkisson, Charles Adkisson and William Adkisson, by deed dated March 26th, 1906, recorded in Deed Book 57 page 282.

There is excepted out of the above described boundary 1 acre of ground on the farm known as the Board Farm bounded on two sides by the Payton Farm and the farm of Mon Tate. This acre of ground was sold by H. M. Beard to Isaac Hale by deed dated the 11th day of December, 1911, and recorded in Deed Book 61, page 199.

SECOND TRACT: A certain tract or parcel of land, lying and being in the County of Breckinridge, State of Kentucky, and is a part of the Allen Allen survey, and is bounded as follows: On the north by the lands of Silas Miller and Green Berry Board; on the West by Peyton Farm; on the South by the farm of Mrs. James Meador and on the East by the lands of Hilary Hardin; and for courses and distances reference may be had to deeds of said parties. This boundary also included 20 acres of land bought of Charles Allen, which was also a part of the Allen-Allen Tract; and in all this tract contains forty (40) acres, more or less. Being the same land conveyed to H. M. Beard by Henry Allen and Amelia Allen, by his wife, by deed dated the 31st day of October, 1904, and recorded in Deed Book 55, page 384; Breckinridge County Court Clerk's Office.

THIRD TRACT: A part of the Allen Allen tract on the waters of Clover Creek and beginning at a stone in Hook's line, Blythe's corner, thence S. 50 W. 81 poles to a stone and sugar tree stump, Peyton's corner; thence with said Peyton's corner line N. 89 E. 52 poles to a stone, corner to Hook-Miller and Co. and Jubal Hook; thence with Hook Miller Co. and Jubal Hook's line N. 35 W. 10 poles to a stone hear the dwelling house; thence N. 15 E. 41 poles to the beginning, containing 10 acres 43 poles, more or less, and is the same land conveyed to H. M. Beard by Fred Moorman and wife, Ada J., by deed dated March 11th, 1909, and recorded in Breckinridge County Clerk's Office in Book 59, Page __.

FOURTH TRACT: Beginning at a rock and two standing near the Sulphur Spring Branch on Ben T. Miller's line; thence with his line N. 84 E. 83 poles to a rock and sycamore Allen Allen's corner; thence with his line N. 53 poles to a walnut and two small sycamores; thence S. 62 W. 91 poles to a water beech and white oak on the road leading down the Sulphur Spring Branch; thence S. 9 W. 18 poles to the beginning, containing fifteen acres and fifty poles, more or less. And is the same land conveyed to H. M. Beard by Jesse T. and Maud Basham, his wife, by deed dated December 11th, 1903, and recorded in Deed Book 54, page 382, Breckinridge County Clerk's Office.

FIFTH TRACT: Beginning at a rock in a field, Allen Allen's corner; thence N. 18 W. 154 poles to three hickories and iron wood, corner to Wm. and John Miller; thence N. 69 E. 106 poles to

three gums, Robards corner; thence with his line S. 43 E. 190 poles to a white oak and black oak, Allen Allen's corner; thence with his line S. 2 W. 44 poles to a hickory, also his corner, thence with another of his lines S. 89 1/2 W. 182 poles to the beginning, containing 163 3/4 acres, more or less. Less, however, 48 acres, heretofore sold and conveyed to A. N. Skillman, leaving the pass under this conveyance 115 3/4 acres, more or less. And is the same land conveyed to H. M. Beard by Lee Walls, Commissioner, Breckinridge Circuit Court, by deed dated May 2 1st 1907 and recorded in the commissioner's deed Book 5, page 206 Breckinridge County Clerk's Office. There is excepted out of the above described boundary 72 acres sold by H. M. Beard to John M. Skillman on the 21st day of May, 1907, and the deed being recorded in Deed Book 58, page 132. Said 72 acres is described as follows:

Beginning at three small black oaks, one of Alvin Skillman's corners, thence N. 82 E. 102 poles to a small sycamore near a tenant house; thence N. 65 E. 41 poles to a stone in Silas Miller's line; thence N. 43 W. 101 poles to a large sweet gum, another of Skillman's corners in Silas Miller's line, thence S. 71 1/2 W. 132 poles to an iron wood; thence S. 41 1/2 E. 85 poles to the beginning containing 72 acres, more or less.

SIXTH TRACT: A certain tract or parcel of land lying in the County of Breckinridge, State of Kentucky, on the waters of Clover Creek, and is a part of the tract of land conveyed to William and John Miller by Nelson Jolly and wife, by deed duly recorded in the Clerk's office of Breckinridge County, in Deed Book V. page 420, and is the most northern part of said tract and is bounded as follows: Beginning at a stone, sugar tree and hickory, Alvin Skillman's corner, in Greenberry Board's line, running thence with the line between Skillman and Miller, S. 80 W. 54 poles to a stone, a white oak and red oak, marked as pointers; thence S. 18 30 E. 63 poles to a stone in Fred Robert's line, an elm marked as pointers; thence with Robert's line N. 63 E. 36 poles to a stone and black walnut; his corner; thence N. 69 E. 18 poles to a stone Allen Allen's and Greenberry Board's corner; thence with said Board's line N. 18 30 W. 49 1/2 poles to the beginning, containing eighteen (18) acres, more or less. And is the same land conveyed to H. M. Beard by Lee Walls, Commissioner of Breckinridge Circuit Court, by deed dated May 19th, 1904, recorded in Deed Book 5, P. 158 Breckinridge County Court Clerk's Office.

SEVENTH TRACT: Beginning at a rock near a walnut (or red oak) thence N. 89 1/2 E. 39 poles to a rock; thence S. 2 W. 46 poles to a black oak and sassafras in the old division line; thence with said line S. 84 W. 156 poles to a rock; thence N. 52 poles to a walnut and two sycamores, in Jolly's line; thence with his line N. 67 1/2 W. 20 poles to the beginning, containing fifty acres. 1 1/2 acres having been deducted for a school house in district #55. Also a road, or right of way, which the first party hereto purchased by deed from Allen and wife, by deed of date 31st day of May, 1902, and recorded in Deed Book #53 page 372, in County Clerk's Office. Said road, or right of way is described as follows: "road or right of way, 15 feet wide over his land, commencing in Hardin's rock quarry and ending at Dick Moreland tract of land, and to be located as the said Hardin may desire, and the said Hardin is to erect and keep in repair all the necessary gates on said road or right of way". This is the same land conveyed to Herbert Beard by Hilary H. Hardin and Annie Hardin, his wife, by deed dated April 13, 1904, and recorded in Deed Book # 55, page 13, Breckinridge County Clerk's Office.

The total number of acres contained in the above described parcels or tracts of land approximate 335 of which approximately 185 acres are hereby and herein released and quit-claimed, said 185 acres being on the westwardly side of line as follows: Beginning at a stone and white oak tree in the northwest corner of Payton's line, running north 25 degrees, West 44 1/3 poles to a stone and double black oak, thence north 10 degrees West 107 2/3 poles to a stone in Skillman's line.

LESS AND EXCEPT the following:

Deed from Lee Burke, unmarried, widower of Venetta Burke to Chester K. Bruington and Jo Ann Wright, dated October 13, 1998, of record in Deed Book 255, page 503, Breckinridge County Court Clerk's Office, and described as: Being a 68.4637 acre tract located on the northerly side of KY HWY 992 near the town of Hardinsburg in Breckinridge County, Kentucky and further described as follows:

BEGINNING at a 5/8" rebar on the northerly side of KY HWY 992 and corner to L. Taul (DB 125 PG 14); thence with said L. Taul N 29 deg. 49 min. 53 sec. W., 977.87' to a 5/8" rebar corner to A. Huntsman (DB 146 PG 1 66); thence leaving said L. Taul with said A. Huntsman N 23 deg. 55 min. 44 sec. W., 73.00' to a 5/8" rebar; thence N 33 deg. 51 min. 28 sec. E., 1005.18' to a stone; thence N 30 deg. 42 min. 09 sec. E; 183.23; to a 5/8" rebar in the line of said A. Huntsman; thence leaving said A. Huntsman with new lines in L. Burke (DB 86 PG 53) S 82 deg. 52 min. 12 sec. E., 366.85' to a 5/8" rebar; thence S. 63 deg. 39 min. 07 sec. E, 521.03' to a 5/8" rebar; thence S 71 deg. 35 min. 14 sec. E. 552.16' to a 5/8" rebar; thence N 80 deg. 11 min. 02 sec. E., 622.85' to a 5/8" rebar; thence S 84 deg. 40 min. 33 sec. E., 267.24' to a 5/8" rebar; thence S 13 deg. 33 min. 13 sec. W.; 1238.70' to a 5/8" rebar on the northerly side of KY HWY 992; thence leaving said L. Burke with said KY HWY 992 N 69 deg. 50 min. 03 sec. W., 423.70' to the P. C.; thence with a curve to the left having a radius at 1096.31' and a long chord bearing at S 82 deg. 23 min. 11 sec. W., 1021.92' to the P. T.; thence S 54 deg. 36 min. 24 sec. W., 593.87' to the beginning and containing 68.4637 acres (more or less) per physical survey by Timothy W. Smith, L.S. 2373.

ALSO EXCEPTING FROM ALL OF THE ABOVE any portion thereof lying south of the northerly line of Kentucky Highway 992.

(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

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

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

1. **Control Property.** Pursuant to Section 4.4 of the body of this Agreement, Lessee may elect to purchase the Control Property. As provided in Section 4.4, the purchase price for the Control Property shall be [REDACTED]

2. **Closing.** By written notice to Owner delivered before the closing of the sale (the "Closing"), Lessee will designate the proposed date, time and location of the closing for the purchase of the Control Property. At the Closing, Lessee will pay or cause to be paid any and all recording or conveyancing taxes and transfer fees incurred in connection with the sale to Lessee. Ad valorem taxes for the Control Property for the calendar year of the Closing for the purchase will not be prorated between the Parties and shall be the responsibility of Lessee or its designee. At the Closing, Owner shall deliver to Lessee (i) a special warranty deed (the "Deed") conveying good and indefeasible fee simple title to the Control Property and all improvements thereon free and clear of all liens, encumbrances and other title exceptions, except the Permitted Encumbrances (as defined below); (ii) a non-foreign certificate required by Section 1445 of the Internal Revenue Code of 1986, as amended; and (iii) such other documents or instruments as are reasonably requested by Lessee or Lessee's title company to close the transaction; including, without limitation, a seller's affidavit in the form typically required by a title company to enable the title company to issue an extended coverage title insurance policy. The Deed shall contain a waiver of surface rights for the exploration, development and production of oil, gas and other minerals. As used herein, the term "Permitted Encumbrances" shall mean and refer to only (x) those easements, covenants, restrictions, rights of way and other encumbrances affecting the Control Property that are evidenced of record as of the Effective Date in the Real Property Records, except that the Permitted Encumbrances shall not include, and Owner shall obtain a satisfaction and release on or before the Closing of, any monetary liens, including, without limitation, any and all mortgages, mechanics liens, financing statements and judgment liens encumbering the Control Property; and (y) any other matters affecting the Control Property executed after the Effective Date with Lessee's prior written consent.

3. **Subdivision and Other Approvals.** Lessee shall take all actions and pay all costs of obtaining any governmental approvals (the "Approvals") required to partition the Control Property from the balance of the Property, so that the Control Property constitutes a legal lot that can be conveyed to Lessee or Lessee's designee as contemplated by this Agreement. The Approvals shall be on terms and conditions satisfactory to Lessee, in Lessee's sole discretion. Owner agrees to join in executing any applications and requests reasonably required by Lessee in connection with Lessee's pursuit of the Approvals, to support approval of such applications and requests, and to otherwise cooperate with Lessee in the processing and pursuit of such applications and requests.

4. **Actual Acreage.** The actual acreage of the Control Property shall be subject to confirmation in an ALTA survey to be obtained by Lessee at Lessee's expense.

5. **Breach.** In the event that a Party breaches its obligations at the Closing, the other Party shall have the right to seek the remedy of specific performance of the defaulting Party's obligations.

LEASE AGREEMENT
(#KY-HAR1-052)

This Lease Agreement (this "Agreement") is made, dated and effective as of May 28, 2020 (the "Effective Date"), between **James D. Miller, Jr., a married person** ("Owner"), and **OSER LLC, a Delaware limited liability company** (together with their 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 134.00 acres (which includes 45.84 acres identified as an Excluded Area [defined in Section 4.5 below]) located in Breckinridge County, Kentucky, and legally described on Exhibit A attached hereto and incorporated herein by reference. Such lease ("Lease") includes the right to access and utilize all radiant energy emitted from the sun upon, over and across the real property ("Solar Energy"), and any easements, rights-of-way, and other rights and benefits relating or appurtenant to such real property (collectively, the "Property"). In the event of inaccuracies or insufficiencies in the legal description in Exhibits A, Lessee may modify the Exhibit to correct the inaccuracies or insufficiencies, and shall notify Owner of such modification.

2. Purpose. Lessee shall have the exclusive right to use the Property and the unobstructed flow of Solar Energy upon, over and across the Property for electric power, heat and/or steam generation purposes ("Solar Energy Purposes") and to derive all profits therefrom. For purposes of this Agreement, Solar Energy Purposes include, without limitation, the right to convert the Solar Energy into electrical energy and to collect and transmit the electrical energy so converted, together with any and all activities related thereto, including, without limitation, (a) determining the feasibility of Solar Energy conversion and power generation on the Property, including studies of the Solar Energy emitted upon, over and across the Property (through the installation of Solar Energy measurement equipment or otherwise) and other meteorological, archeological and environmental studies, land surveys and due diligence activities; (b) constructing, installing, using, replacing, relocating and removing from time to time, and maintaining, refurbishing and operating, Solar Energy collection and electrical generating equipment of all types including, without limitation, any such equipment utilizing photovoltaic and/or solar thermal technology (collectively referred to herein as "Solar Generating Equipment"), overhead and underground electrical transmission and communications lines, electric inverters, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with Solar Generating Equipment, roads and gates, meteorological stations and Solar Energy measurement equipment, control buildings, maintenance yards, and related facilities and equipment (the Solar Generating Equipment together with all of the other foregoing facilities, equipment and improvements, collectively "Solar Facilities") on the Property; and (c) undertaking any other activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. Solar Facilities on the Property may be operated in conjunction with Solar Facilities installed on other nearby properties that are part of the same solar energy project (collectively, the "Project"). Lessee and its consultants may enter the Property, upon reasonable advance notice, to do work related to development of Solar Facilities. Subject to Owner's rights to use the Property in any manner consistent with Section 8.2, Lessee shall have

the right to control and restrict access onto and over the Property and exclude others (other than any parties with preexisting easement rights) as it deems necessary or appropriate for safety and security reasons.

3. Term.

3.1 Term. The initial term of this Agreement ("Initial Term") will commence upon the Effective Date and will continue until the later of (a) [REDACTED] [REDACTED] (the "Commercial Operation Date"), or (b) [REDACTED] Lessee may elect to extend the Initial Term [REDACTED] [REDACTED] The Initial Term plus either or both of such additional [REDACTED] terms are called the "Term." If the Start of Construction (as defined in Section 3.2) has not occurred prior to [REDACTED] [REDACTED]

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

- (a) Initial Rent. (a) [REDACTED] [REDACTED] [REDACTED] [REDACTED] (b) [REDACTED] [REDACTED] [REDACTED] and (c) [REDACTED] [REDACTED] [REDACTED]

[REDACTED] In addition, in the event that Lessee installs one or more meteorological monitoring stations on the Property, [REDACTED] [REDACTED] The payments for a meteorological monitoring station shall be made [REDACTED] [REDACTED] [REDACTED] [REDACTED]

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

[REDACTED] (“Operational Rent”).

<u>Anniversaries of Start of Construction</u>	<u>Amount</u>
1 – 9	[REDACTED]
10 – 19	[REDACTED]
20 – 29	[REDACTED]
30 – end	[REDACTED]

4.2 *Inflation Adjustment.* The amount of Operational Rent shall be adjusted annually by the increase or decrease in the [REDACTED] [REDACTED] (“Index”), [REDACTED]. Any annual increase in the Index [REDACTED] shall be included in the computation of annual adjustments in subsequent years. The base for computing the increase or decrease in the Index for this purpose shall be [REDACTED] (the “Beginning Index”). The adjustment shall be effective for every full calendar year following such Commercial Operation Date. Operational Rent for a given year shall be determined by [REDACTED].

[REDACTED] If the Index is discontinued or revised during the Term, such other government index or computation by which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

4.3 *Overhead Power Lines, Underground Collection Lines, Roads.* Lessee will pay Owner, as applicable, the following additional amounts [REDACTED].

(a) If overhead power lines are installed by Lessee on or over the Property outside of a Project Site pursuant to Section 10.1, [REDACTED].

(b) If underground collection lines are installed by Lessee under the Property outside of a Project Site pursuant to Section 10.1, [REDACTED].

(c) If new roads are constructed by Lessee on the Property outside of a Project Site pursuant to Section 8.6, [REDACTED].

Each of the additional payments under Sections 4.3(a), (b) and (c) above shall be adjusted annually

[REDACTED]

4.4 Substation, Switchyard, etc. If Lessee intends to install the electric substation or switchyard pursuant to Section 10.1, or an operations & maintenance building, on the Property outside of a Project Site, then Lessee may lease or purchase the actual acreage occupied by the substation, switchyard or building (the "Control Property"). In the event of any such installation outside of a Project Site, whether or not [REDACTED]

[REDACTED]

If the Parties are unable to agree on such fair market value, then fair market value shall be determined by written appraisal performed by an independent appraiser reasonably acceptable to Owner and Lessee. If Lessee elects to purchase the Control Property, Owner will sell and convey the same to Lessee upon and subject to the terms and conditions set forth in Exhibit B attached to and made a part of this Agreement.

4.5 Excluded Area. Owner does not desire or Lessee has determined that it is not practicable to install solar panels in certain areas of the Property, and such areas are depicted as the Excluded Area on Exhibit A-1 attached hereto and incorporated herein (the "Excluded Area"). Lessee will not install solar panels in the Excluded Area and the acreage referenced throughout this Section 4 will not include the acreage of the Excluded Area.

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

6. Taxes.

6.1 Lessee and Owner. Lessee shall pay personal property taxes [REDACTED]

[REDACTED]

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. [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, 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. If Lessee causes the destruction of existing growing crops on any part of the Property which is located outside of the Project Site or the boundaries of any Related Facilities, Lessee shall compensate Owner as calculated below (the "Crop Damage Payment"). [REDACTED]

[REDACTED] If Owner does not have yield records available, the Parties will use FSA records or other commonly used yield information available for the area. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If they cannot agree, they shall promptly have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent. [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 Property as needed for construction and operation of the Solar Facilities.

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 [REDACTED]

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 [REDACTED]

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

in the event of any uncured default under any such new lease agreement, [REDACTED]
[REDACTED] and (ii) in the event of a termination of any such new lease agreement, [REDACTED]
[REDACTED]
[REDACTED]

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, including, without limitation, a perpetual easement. Alternatively, at Lessee's election, Owner agrees either to (a) grant such rights directly to such utility or other entity, or (b) convey title to such portion of the Property to the utility or other entity by deed or other conveyance. In the event Lessee exercises the foregoing rights or election, and in lieu of payment to Owner by the utility or other entity, Lessee will make a one-time payment to Owner equal to 150% of the fair market value for its current land use of the actual acreage occupied or to be occupied by such facilities. If

the Parties are unable to agree on such fair market value, then fair market value shall be determined by written appraisal performed by an independent appraiser reasonably acceptable to Owner and Lessee. Half of such one-time payment w [REDACTED], the other half will be payable [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. 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. As a precondition to exercising any rights or remedies as a result of any alleged default by Lessee, Owner shall give written notice of the default to each Leasehold Mortgagee of which Owner has notice concurrently with delivery of such notice to Lessee, specifying in detail the alleged event of default and the required remedy. In the event Owner gives such written notice of default, the following provisions shall apply:

(a) A "monetary default" means failure to pay (i) when due any rent or other monetary obligation of Lessee under this Agreement other than real property taxes, or (ii) prior to delinquency any real property taxes (unless Owner did not deliver the applicable tax bill to Lessee at least 10 business days prior to the applicable tax delinquency date). Any other event of default is a "non-monetary default."

(b) The Leasehold Mortgagee shall have the same period after delivery of notice of default to remedy the default, or cause the same to be remedied, as is given to Lessee

after delivery of notice of default, plus, in each instance, the following additional time periods: (i) 60 days, for a total of 120 days after delivery of the notice of default in the event of any monetary default; and (ii) 60 days, for a total of 120 days after delivery of the notice of default in the event of any non-monetary default; *provided* that such 120-day period shall be extended for a non-monetary default by the time reasonably required to complete such cure, including the time required for the Leasehold Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of Lessee's interest in the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Leasehold Mortgagee acts with reasonable and continuous diligence. The Leasehold Mortgagee shall have the absolute right to substitute itself for the Lessee and perform the duties of Lessee hereunder for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Leasehold Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of the original Lessee hereunder. Owner shall not terminate this Agreement prior to expiration of the cure periods available to a Leasehold Mortgagee as set forth above. If a Leasehold Mortgagee's delay in curing a non-monetary default causes damages to Owner, Owner shall have the right to reimbursement for all actual costs thereof.

(c) During any period of possession of the Property by a Leasehold Mortgagee (or a receiver requested by such Leasehold Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Leasehold Mortgagee, the Leasehold Mortgagee shall pay or cause to be paid the Rent and all other monetary charges payable by Lessee hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Lessee's leasehold or easement estate by the Leasehold Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Leasehold Mortgagee or party acquiring title to Lessee's leasehold or easement estate shall, as promptly as reasonably possible, commence the cure of all defaults hereunder and thereafter diligently process such cure to completion, whereupon Owner's right to terminate this Agreement based upon such defaults shall be deemed waived.

(d) Any Leasehold Mortgagee or other party who acquires Lessee's leasehold or easement interest pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to perform the obligations imposed on such party by this Agreement so long as such Leasehold Mortgagee or other party has ownership of the leasehold and/or easement estate or possession of the Property.

(e) Neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Agreement or any interest therein as long as all material obligations of Lessee under the terms of this Agreement are performed by Lessee or a Leasehold Mortgagee in accordance with the terms of this Agreement.

(f) Nothing herein shall be construed to extend this Agreement beyond the Term or to require a Leasehold Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Leasehold Mortgagee discontinues foreclosure proceedings, this Agreement shall continue in full force and effect.

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. 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 any roads, or restore the original grade of any land or any cleared timber, or plant any trees, crops or other plants. 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.

[REDACTED]

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. 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 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:

James D. Miller, Jr.

[REDACTED]
[REDACTED]

[REDACTED]

Email:

If to Lessee:

OSER LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attn: General Counsel
Phone: (510) 267-8921
Fax: (510) 267-8911

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, [REDACTED]

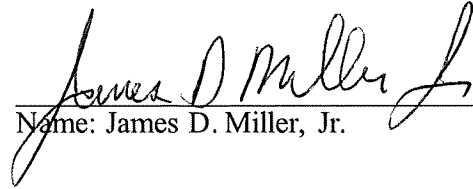
13.11 Further Assurances. From time to time at and after the execution of this Agreement, each Party, at its expense and without further consideration, shall execute, acknowledge and deliver to the other Party such instruments and documents, and take such other actions, in addition to the instruments,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

[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. 60-10 (134 acres)

A certain tract or parcel of land containing 141 acres situated 2-1/2 miles Southwest of Hardinsburg, Breckinridge County, Kentucky and bounded and described as follows viz:

Beginning at a stone in Sam Franks corner; thence N 50 W 46 poles to a white thorn; Thence S 72 W 68 poles; S 52 W 20 poles; North 78 W 44 poles; S 78-1/2 W 48 poles Thence N 70 W 46 poles to a mill; Thence S 46 W 30 poles; N 60 W. 28 poles to a hickory, Thence S 21 E 78 poles to a mulberry, Millers corner; thence N 67 E 84 poles to a stone; Thence S 16-1/2 E 160 poles to a stone in Withers line; thence N 44 E 209 poles to a stone; thence N 45 W 52 poles to a stone; thence N 50 E 30 poles; Thence N 50 W 5 poles to the beginning containing by actual survey 190 acres and 76 poles.

THERE IS EXCEPTED out of the above described tract the following described tract to-wit:

Beginning at a white thorn in a branch; Thence S 50 E 7 1/3 poles to a stone in the edge of the road leading from the Big Hartford Road to the little Hartford Road; thence with the meanders of said road S 63 W 33 poles to a small elm; Thence S 49 W 17 2/3 poles; N 44 W 10 4/5 poles; S 64 W 22-1/2 poles; N 78 W 23 poles; S 88 W 18 1/5 poles; S 73:30 W 25 1/3 poles; N 87 W 37 poles; S 59 W 16 poles; S 73:30 W 32 1/5 poles; N 80 W 9 poles; then leaving the road N 17:30 W 18 poles to a hickory in the creek, Thence up the creek; S 60 E 28 poles; N 46 E 30 poles; S 70 E 46 poles; N 78; 30 E 48 poles; S 78 E 44 poles; N 52 E 20 poles; N 72 E 68 poles to the beginning.

THERE IS ALSO EXCEPTED another tract bounded as follows:

Beginning at the white thorn in the branch; Thence S 50 E 7 1/3 poles, there begins a tract at the edge of the road S 63 W 33 poles to a small elm; Thence S 49 W 22 2/3 poles; Thence S 46 E 14 1/4 poles; Thence S 46 W 18 poles; Thence S 49 E 36 poles; Thence S 41 W 2 poles; Thence S 45;30 E 54 2/3 poles; N 45 E 41 1/3 poles Thence N 44 W 50 4/5 poles; Thence N 50 E 29 poles to the road thence N 49 W 44 4/5 poles to the beginning.

There is, however, EXCEPTED out of the above described property a certain tract or parcel of land heretofore conveyed by Lesieur Miller and Edith Miller, his wife, to James D. Miller, Sr. and Lois B. Miller, his wife, dated February 21, 1983 and recorded in Deed Book 165, page 481, said clerk's office, containing 1.58 acres, more or less, to which deed reference is hereby given for a more particular description of said exception.

PARCEL II

A certain tract or parcel of land lying and being in Breckinridge County, Kentucky, and more particularly described as follows:

From the white thorn in the branch S. 50 E. 7 1/3 poles, there being a tract at the edge of the road, S. 63 W. 33 poles to a small elm, S. 49 W. 22 2/3 poles S. 46 E. 14 1/4 poles, S. 46 W. 18 poles, S. 49 E. 36 poles, S. 41 W. 2 poles, S. 45 1/2 E. 54 2/3 poles, N. 45 E. 41 1/3 poles, N. 44 W. 50 4/5 poles, N. 50 E. 29 poles to a road; thence N. 49 W. 44 4/5 poles to the beginning, containing 34.5 acres, more or less.

There is, however, EXCEPTED out of the above described property, a certain tract or parcel of land heretofore conveyed by Lesieur Miller and Edith Miller, his wife, to James D. Miller, Jr. and Teri L. Miller, his wife, by deed dated April 11, 1983 and recorded in Deed Book 166, page 83, said clerk's office, containing 42372 square feet, more or less, to which deed reference is hereby given for a more particular description of said exception.

PARCEL III

A certain parcel of land lying and being in the County of Breckinridge State of Kentucky on the headwaters of the "Ben Hole Hollow Branch" and bounded as follows:

Beginning at a white thorn in a branch, thence S 50 E 7 1/3 poles to a stone in the edge of the road leading from the big Hartford Road to the Little Hartford Road thence with the meanders of the said road S 63 W 33 poles to a small elm, S 49 W 17 2/3 poles, N 44 W 10 4/5 poles S 64 W 22 1/2 poles, N 78 W 23 poles, S 88 W 18 1/5 poles S 13 1/2 W 25 1/3 poles, N 87 W 37 poles, S 59 W 16 poles S 73 1/2 W 32 1/5 poles, N 80 W 9 poles, then leaving the road, 17 1/2 W 18 poles to a hickory in the creek, then up the creek S 60 E 28 poles, N 46 E 30 poles, S 10 E 46 poles, N 78 1/2 E 48 poles, S 78 E 44 poles, N 52 E 20 poles, N 72 E 68 poles to the beginning.

BEING the same property conveyed to James D. Miller, Sr. and Lois B. Miller, his wife, by deed from Lesieur Miller and Edith Miller, his wife, dated July 3, 1990 and recorded in Deed Book 200, page 627, Breckinridge County Clerk's Office.




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

EXHIBIT A-1

Map of Property and Excluded Area



**Exhibit A-1 Miller James D Jr;
KY-HARI-052**

-  Transmission Line (Under 100 kV)
-  Excluded Area (Approx. Ac 45.84)
-  Property (Approx. 134 Ac)

Breckinridge Co., KY
Confidential
4/16/2020



EXHIBIT B

Purchase and Sale of Control Property

1. Control Property. Pursuant to Section 4.4 of the body of this Agreement, Lessee may elect to purchase the Control Property. As provided in Section 4.4, the purchase price for the Control Property shall be [REDACTED]

2. Closing. By written notice to Owner delivered before the closing of the sale (the "Closing"), Lessee will designate the proposed date, time and location of the closing for the purchase of the Control Property. At the Closing, Lessee will pay or cause to be paid any and all recording or conveyancing taxes and transfer fees incurred in connection with the sale to Lessee. Ad valorem taxes for the Control Property for the calendar year of the Closing for the purchase will not be prorated between the Parties and shall be the responsibility of Lessee or its designee. At the Closing, Owner shall deliver to Lessee (i) a special warranty deed (the "Deed") conveying good and indefeasible fee simple title to the Control Property and all improvements thereon free and clear of all liens, encumbrances and other title exceptions, except the Permitted Encumbrances (as defined below); (ii) a non-foreign certificate required by Section 1445 of the Internal Revenue Code of 1986, as amended; and (iii) such other documents or instruments as are reasonably requested by Lessee or Lessee's title company to close the transaction, including, without limitation, a seller's affidavit in the form typically required by a title company to enable the title company to issue an extended coverage title insurance policy. The Deed shall contain a waiver of surface rights for the exploration, development and production of oil, gas and other minerals. As used herein, the term "Permitted Encumbrances" shall mean and refer to only (x) those easements, covenants, restrictions, rights of way and other encumbrances affecting the Control Property that are evidenced of record as of the Effective Date in the Real Property Records, except that the Permitted Encumbrances shall not include, and Owner shall obtain a satisfaction and release on or before the Closing of, any monetary liens, including, without limitation, any and all mortgages, mechanics liens, financing statements and judgment liens encumbering the Control Property; and (y) any other matters affecting the Control Property executed after the Effective Date with Lessee's prior written consent.

3. Subdivision and Other Approvals. Lessee shall take all actions and pay all costs of obtaining any governmental approvals (the "Approvals") required to partition the Control Property from the balance of the Property, so that the Control Property constitutes a legal lot that can be conveyed to Lessee or Lessee's designee as contemplated by this Agreement. The Approvals shall be on terms and conditions satisfactory to Lessee, in Lessee's sole discretion. Owner agrees to join in executing any applications and requests reasonably required by Lessee in connection with Lessee's pursuit of the Approvals, to support approval of such applications and requests, and to otherwise cooperate with Lessee in the processing and pursuit of such applications and requests.

4. Actual Acreage. The actual acreage of the Control Property shall be subject to confirmation in an ALTA survey to be obtained by Lessee at Lessee's expense.

5. Breach. In the event that a Party breaches its obligations at the Closing, the other Party shall have the right to seek the remedy of specific performance of the defaulting Party's obligations.

LEASE AGREEMENT

(#KY-HARI-055)

This Lease Agreement (this "Agreement") is made, dated and effective as of May 28, 2020 (the "Effective Date"), between **William R. Monin, a single person** ("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 25, 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 129.12 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 [REDACTED] and will continue until the later of (a) [REDACTED] (the "Commercial Operation Date"), or (b) [REDACTED] Lessee may elect to extend the Initial Term [REDACTED] The Initial Term plus either or both of such additional [REDACTED] terms are called the "Term." If the Start of Construction (as defined in Section 3.2) has not occurred prior to [REDACTED]

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. In consideration of the rights granted hereunder, (a) [REDACTED] (b) Lessee will pay Owner the following amounts:

- (a) Initial Rent. (a) [REDACTED]
- (b) [REDACTED]
- and (c) [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED] In addition, in the event that Lessee installs one or more meteorological monitoring stations on the Property, Lessee will pay Owner [REDACTED]
[REDACTED] The payments for a meteorological monitoring station shall be made [REDACTED]
[REDACTED]
[REDACTED]

(b) Operational Rent. [REDACTED]
[REDACTED]
[REDACTED] (“Operational Rent”).

<u>Anniversaries of Start of Construction</u>	<u>Amount</u>
1 – 9	[REDACTED]
10 – 19	[REDACTED]
20 – 29	[REDACTED]
30 – end	[REDACTED]

Notwithstanding the foregoing, for purposes of calculating Operational Rent for a Project Site (a) [REDACTED]
[REDACTED]
[REDACTED] and (b) [REDACTED]
[REDACTED]

4.2 Inflation Adjustment. The amount of Operational Rent shall be adjusted annually by the increase or decrease in the [REDACTED]
[REDACTED] (“Index”), [REDACTED]
[REDACTED] Any annual increase in the Index [REDACTED] shall be included in the computation of annual adjustments in subsequent years. The base for computing the increase or decrease in the Index for this purpose shall be [REDACTED]
[REDACTED] (the “Beginning Index”). The adjustment shall be effective for every full calendar year following such Commercial Operation Date. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

4.3 Overhead Power Lines, Underground Collection Lines, Roads. Lessee will pay Owner, as applicable, the following additional amounts [REDACTED] 1

[REDACTED]
[REDACTED]
(a) If overhead power lines are installed by Lessee on or over the Property outside of a Project Site pursuant to Section 10.1 [REDACTED]
[REDACTED]
[REDACTED]

(b) If underground collection lines are installed by Lessee under the Property outside of a Project Site pursuant to Section 10.1, [REDACTED]
[REDACTED]
[REDACTED]

(c) If new roads are constructed by Lessee on the Property outside of a Project Site pursuant to Section 8.6, [REDACTED]
[REDACTED]
[REDACTED]

Each of the additional payments under Sections 4.3(a), (b) and (c) above shall be adjusted annually
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

4.4 Substation, Switchyard, etc. If Lessee intends to install the electric substation or switchyard pursuant to Section 10.1, or an operations & maintenance building, on the Property outside of a Project Site, then Lessee may lease or purchase the actual acreage occupied by the substation, switchyard or building (the "Control Property"). In the event of any such installation outside of a Project Site, whether or no [REDACTED]
[REDACTED]
[REDACTED] of the Parties are unable to agree on such fair market value, then fair market value shall be determined by written appraisal performed by an independent appraiser reasonably acceptable to Owner and Lessee. If Lessee elects to purchase the Control Property, Owner will sell and convey the same to Lessee upon and subject to the terms and conditions set forth in Exhibit B attached to and made a part of this Agreement.

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 [REDACTED]
[REDACTED]

[REDACTED]

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.

[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, 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. If Lessee causes the destruction of existing growing crops on any part of the Property which is located outside of the Project Site or the boundaries of any Related Facilities, Lessee shall compensate Owner as calculated below (the "Crop Damage Payment").

[REDACTED]

If Owner does not have yield records available, the Parties will use FSA records or other commonly used yield information available for the area. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If they cannot agree, they shall promptly have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent.

(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 [REDACTED]

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 [REDACTED]

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

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, including, without limitation, a perpetual easement. Alternatively, at Lessee's election, Owner agrees either to (a) grant such rights directly to such utility or other entity, or (b) convey title to such portion of the Property to the utility or other entity by deed or other conveyance. In the event Lessee exercises the foregoing rights or election, and in lieu of payment to Owner by the utility or other entity, Lessee will make a one-time payment to Owner equal to 150% of the fair market value for its current land use of the actual acreage occupied or to be occupied by such facilities. If the Parties are unable to agree on such fair market value, then fair market value shall be determined by written appraisal performed by an independent appraiser reasonably acceptable to Owner and Lessee. Half of such one-time payment will be payable within 30 days of the commencement of construction of such facilities, the other half will be payable within 30 days of completion of construction.

10.4 Term; Assignment. The term of the Transmission Easement shall expire upon expiration or termination of this Agreement [REDACTED]

[REDACTED] 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. As a precondition to exercising any rights or remedies as a result of any alleged default by Lessee, Owner shall give written notice of the default to each Leasehold Mortgagee of which Owner has notice concurrently with delivery of such notice to Lessee, specifying in detail the alleged event of default and the required remedy. In the event Owner gives such written notice of default, the following provisions shall apply:

(a) A "monetary default" means failure to pay (i) when due any rent or other monetary obligation of Lessee under this Agreement other than real property taxes, or (ii) prior to delinquency any real property taxes (unless Owner did not deliver the applicable tax bill to Lessee at least 10 business days prior to the applicable tax delinquency date). Any other event of default is a "non-monetary default."

(b) The Leasehold Mortgagee shall have the same period after delivery of notice of default to remedy the default, or cause the same to be remedied, as is given to Lessee after delivery of notice of default, plus, in each instance, the following additional time periods: (i) 60 days, for a total of 120 days after delivery of the notice of default in the event of any monetary default; and (ii) 60 days, for a total of 120 days after delivery of the notice of default in the event of any non-monetary default; *provided* that such 120-day period shall be extended for a non-monetary default by the time reasonably required to complete such cure, including the time required for the Leasehold Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of Lessee's interest in the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Leasehold Mortgagee acts with reasonable and continuous diligence. The Leasehold Mortgagee shall have the absolute right to substitute itself

for the Lessee and perform the duties of Lessee hereunder for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Leasehold Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of the original Lessee hereunder. Owner shall not terminate this Agreement prior to expiration of the cure periods available to a Leasehold Mortgagee as set forth above. If a Leasehold Mortgagee's delay in curing a non-monetary default causes damages to Owner, Owner shall have the right to reimbursement for all actual costs thereof.

(c) During any period of possession of the Property by a Leasehold Mortgagee (or a receiver requested by such Leasehold Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Leasehold Mortgagee, the Leasehold Mortgagee shall pay or cause to be paid the Rent and all other monetary charges payable by Lessee hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Lessee's leasehold or easement estate by the Leasehold Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Leasehold Mortgagee or party acquiring title to Lessee's leasehold or easement estate shall, as promptly as reasonably possible, commence the cure of all defaults hereunder and thereafter diligently process such cure to completion, whereupon Owner's right to terminate this Agreement based upon such defaults shall be deemed waived.

(d) Any Leasehold Mortgagee or other party who acquires Lessee's leasehold or easement interest pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to perform the obligations imposed on such party by this Agreement so long as such Leasehold Mortgagee or other party has ownership of the leasehold and/or easement estate or possession of the Property.

(e) Neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Agreement or any interest therein as long as all material obligations of Lessee under the terms of this Agreement are performed by Lessee or a Leasehold Mortgagee in accordance with the terms of this Agreement.

(f) Nothing herein shall be construed to extend this Agreement beyond the Term or to require a Leasehold Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Leasehold Mortgagee discontinues foreclosure proceedings, this Agreement shall continue in full force and effect.

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. 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 any roads, or restore the original grade of any land or any cleared timber, or plant any trees, crops or other plants. 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.

[REDACTED]

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. 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 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

[REDACTED]

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
Phone: (510) 267-8921
Fax: (510) 267-8911

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, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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

“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. 58-13A (129.12 acres)

TRACT 1:

A certain tract or parcel of land situated lying and being in the County of Breckinridge, State of Kentucky on the Hardinsburg and Cloverport turnpike road, and bounded and described as follows, to-wit:

Situated on the North side of said turnpike road in same County and State and described as follows: Beginning at a stone on the pike, Silas Miller's corner, thence N. 70 E. 145 poles to a stone and black oak, near Rocky Run, thence N. 5-1/4 W. 8 poles to the cliff, thence with the cliff N. 59-1/2 W 42 poles N. 6-1/2 W. 37 poles to a beech on the bank of Rocky Run, thence down the run in all 143-1/2 poles to two sycamores, thence S. 70 W. 77 poles to a stone Blythe's corner, thence S. 14 W. 159 poles to a black oak, thence S. 29-1/4 W. 39-3/4 to a poplar on the pike another of Blythe's corners, thence with said pike S. 42 E. 45-1/2 poles to the beginning, containing 130 acres, more or less.

BEING the same property conveyed to William R. Monin and Brenda Monin, his wife, by deed from Robert Jolly and Mildred Jolly, his wife, dated February 27, 1979 and recorded in Deed Book 153, page 183, Breckinridge County Clerk's Office.

There is HOWEVER, EXCEPTED out of the above described property the following described property, to-wit:

A certain lot lying in Breckinridge County, Kentucky about 2½ miles West of Hardinsburg near U.S. Highway 60 and being more particularly described as follows:

Beginning at a point in the Goodman "Home Farm" tract and the parent tract North 29½° East 655 feet, North 14¼° East 240 feet from the corner of the Goodman "Home Farm" and the parent tract with the Easterly right of way of U.S. Highway 60, thence with the boundary line between the Goodman "Home Farm" and the parent tract North 14¼° East 325 feet, thence severing the parent tract North 71¾° East 325 feet, thence South 14¼° West 325 feet, thence South 71¾° West 325 feet to the beginning and being a 325' x 325' parallelogram containing 2.39 acres, more or less.

ALSO EXCEPTING: Beginning at a point in the existing right of way line 6.946 meters (22.79 feet) right of US 60 station 12+820.523; thence with the west property line North 36 degrees 01 minutes 35 seconds East, 42.108 meters (138.15 feet) to a point in the proposed right of way line 34.448 meters (113.02 feet) left of US 60 station 12+812.912; thence with the proposed right of way line South 33 degrees 33 minutes 56 seconds East, 151.852 meters (498.20 feet) to a point in the proposed right of way line 20.000 meters (65.62 feet) left of US 60 station 12+960.000; thence with the proposed right of way line South 40 degrees 11 minutes 29 seconds East, 80.543 meters (264.25 feet) to a point in the proposed right of way line 28.000 meters (91.86 feet) left of US 60 station 13+040.000; thence with the proposed right of way line South 34 degrees 41 minutes 29 seconds East, 32.379 meters (106.23 feet) to a point in the proposed right of way line 28.139 meters (92.32 feet) left of US 60 station 13+072.379; thence with the east property line South 75 degrees 52 minutes 00 seconds West, 39.094 meters (128.26 feet) to a

point in the existing right of way line 8.524 meters (27.97 feet) right of US 60 station 13+058.808; thence with the existing right of way line North 33 degrees 53 minutes 27 seconds West, 130.581 meters (428.41 feet) to a point in the existing right of way line 6.618 meters (21.71 feet) right of US 60 station 12+928.011; thence with the existing right of way line 106.812 meters (350.43 feet) along an arc to the left, having a radius of 508.144 meters (1667.14 feet), the chord of which is North 39 degrees 54 minutes 45 seconds West, 106.615 meters (349.79 feet) to the point of beginning, and containing 0.801 hectares (8,007 square meters, 1.979 acres, 86,187 square feet).

ALSO EXCEPTING: Beginning at a point in the proposed right of way line 34.448 meters (113.02 feet) left of US 60 station 12+812.912; thence with the proposed easement line South 84 degrees 30 minutes 59 seconds East, 31.711 meters (104.04 feet) to a point in the proposed easement line 55.500 meters (182.09 feet) left of US 60 station 12+835.500; thence with the proposed easement line South 1 degrees 41 minutes 24 seconds East, 6.950 meters (22.80 feet) to a point in the proposed easement line 51.000 meters (167.32 feet) left of US 60 station 12+840.500; thence with the proposed easement line South 81 degrees 58 minutes 29 seconds West, 23.226 meters (76.20 feet) to a point in the proposed right of way line 31.803 meters (104.34 feet) left of US 60 station 12+828.000; thence with the proposed right of way line North 33 degrees 33 minutes 56 seconds West, 15.865 meters (52.05 feet) to the point of beginning, and containing 0.028 hectares (276 square meters, 0.068 acres, 2,966 square feet).

The above described property being a portion of the same property conveyed to William R. Monin and Brenda Monin, his wife, by Robert Jolly and Mildred Jolly, his wife, by the J., Deed dated February 27, 1979, and recorded in Deed Book 153, Page 183, in the Office of the County Clerk of Breckinridge County, Kentucky.

TRACT 2:

A certain tract or parcel of land being approximately 2.5 miles West of Hardinsburg on U.S. Highway 60 and being bounded and described as follows:

Beginning at a corner stone on the north side of U.S. Highway 60 and corner to William Monin (see D.B. 153, PG 183); thence with the Jolly-Goodman line N 29½ deg. E 70'; thence severing the Goodman Home Farm Trust tract in a southwesterly direction 75' to the north right-of-way boundary of U.S. Highway 60; thence following said right-of-way in an easterly direction 70' to the beginning and consisting of a triangle of approximately 2500' and 0.057 acres, more or less. BEING a part of the same property conveyed to The Janelle Marie Edlin Trust, E.L. Goodman, Trustee, by deed from E.L. Goodman and Hazel Goodman, his wife, dated December 30, 1993 and recorded in Deed Book 223, page 143, Breckinridge County Clerk's Office; see also deed dated January 3, 1994 and recorded in Deed Book 223, page 158; see also deed dated January 3, 1995 and recorded in Deed Book 230, page 185, said clerk's office; also a part of the same property conveyed to The Julie Renee Edlin Trust, E.L. Goodman, Trustee, by deed from E.L. Goodman and Hazel Goodman, his wife, dated December 30, 1993 and recorded in Deed Book 223, page 146, said clerk's office; see also deed dated January 3, 1994 and recorded in Deed Book 223, page 161, said clerk's office; and also deed dated January 3, 1995 and recorded in Deed Book 230, page 188, said clerk's office; also a part of the same property conveyed to The Jonathan James Edlin Trust, E.L. Goodman, Trustee, by deed from E.L. Goodman and Hazel Goodman, his wife, dated December 30, 1993 and recorded in Deed Book 223, page 149; see also deed dated January 3, 1994 and recorded in Deed Book 223, page 164; and also

deed dated January 3, 1995 and recorded in Deed Book 230, page 191, said clerk's office; also part of the same property conveyed to The Edith Adele Nash Trust, E.L. Goodman, Trustee, by deed from E.L. Goodman and Hazel Goodman, his wife, dated December 30, 1993 and recorded in Deed Book 223, page 152, said clerk's office; see also deed dated January 3, 1994 and recorded in Deed Book 223, page 167, said clerk's office; and also deed dated January 3, 1995 and recorded in Deed Book 230, page 194, said clerk's office; also part of the same property conveyed to The Erin Elizabeth Nash Trust, E.L. Goodman, Trustee, by deed from E.L. Goodman and Hazel Goodman, his wife, dated December 30, 1993 and recorded in Deed Book 223, page 155, said clerk's office; see also deed dated January 3, 1994 and recorded in Deed Book 223, page 170; and also deed dated January 3, 1995 and recorded in Deed Book 230, page 197, 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

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

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. **Control Property.** Pursuant to Section 4.4 of the body of this Agreement, Lessee may elect to purchase the Control Property. As provided in Section 4.4, the purchase price for the Control Property shall be [REDACTED]

2. **Closing.** By written notice to Owner delivered before the closing of the sale (the "Closing"), Lessee will designate the proposed date, time and location of the closing for the purchase of the Control Property. At the Closing, Lessee will pay or cause to be paid any and all recording or conveyancing taxes and transfer fees incurred in connection with the sale to Lessee. Ad valorem taxes for the Control Property for the calendar year of the Closing for the purchase will not be prorated between the Parties and shall be the responsibility of Lessee or its designee. At the Closing, Owner shall deliver to Lessee (i) a special warranty deed (the "Deed") conveying good and indefeasible fee simple title to the Control Property and all improvements thereon free and clear of all liens, encumbrances and other title exceptions, except the Permitted Encumbrances (as defined below); (ii) a non-foreign certificate required by Section 1445 of the Internal Revenue Code of 1986, as amended; and (iii) such other documents or instruments as are reasonably requested by Lessee or Lessee's title company to close the transaction, including, without limitation, a seller's affidavit in the form typically required by a title company to enable the title company to issue an extended coverage title insurance policy. The Deed shall contain a waiver of surface rights for the exploration, development and production of oil, gas and other minerals. As used herein, the term "Permitted Encumbrances" shall mean and refer to only (x) those easements, covenants, restrictions, rights of way and other encumbrances affecting the Control Property that are evidenced of record as of the Effective Date in the Real Property Records, except that the Permitted Encumbrances shall not include, and Owner shall obtain a satisfaction and release on or before the Closing of, any monetary liens, including, without limitation, any and all mortgages, mechanics liens, financing statements and judgment liens encumbering the Control Property; and (y) any other matters affecting the Control Property executed after the Effective Date with Lessee's prior written consent.

3. **Subdivision and Other Approvals.** Lessee shall take all actions and pay all costs of obtaining any governmental approvals (the "Approvals") required to partition the Control Property from the balance of the Property, so that the Control Property constitutes a legal lot that can be conveyed to Lessee or Lessee's designee as contemplated by this Agreement. The Approvals shall be on terms and conditions satisfactory to Lessee, in Lessee's sole discretion. Owner agrees to join in executing any applications and requests reasonably required by Lessee in connection with Lessee's pursuit of the Approvals, to support approval of such applications and requests, and to otherwise cooperate with Lessee in the processing and pursuit of such applications and requests.

4. **Actual Acreage.** The actual acreage of the Control Property shall be subject to confirmation in an ALTA survey to be obtained by Lessee at Lessee's expense.

5. **Breach.** In the event that a Party breaches its obligations at the Closing, the other Party shall have the right to seek the remedy of specific performance of the defaulting Party's obligations.

LEASE AGREEMENT
(#KY-HAR1-058)

This Lease Agreement (this "Agreement") is made, dated and effective as of July 1, 2020 (the "Effective Date"), between **Glenda R. Burke as Trustee of the Lyle H. and Audrey S. Reburn Irrevocable Family Trust** ("Owner"), and **OSER LLC, a Delaware limited liability company** (together with their 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 124.85 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 [REDACTED] and will continue until the later of (a) [REDACTED] [REDACTED] [REDACTED] (the "Commercial Operation Date"), or (b) [REDACTED] Lessee may elect to extend the Initial Term [REDACTED]. The Initial Term plus either or both of such additional [REDACTED] terms are called the "Term." If the Start of Construction (as defined in Section 3.2) has not occurred prior to [REDACTED] [REDACTED]

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

- (a) Initial Rent. (a) [REDACTED] [REDACTED] [REDACTED] [REDACTED]
- (b) [REDACTED] [REDACTED] [REDACTED] [REDACTED]
- and (c) [REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED] In addition, in the event that Lessee installs one or more meteorological monitoring stations on the Property, Lessee will pay Owner [REDACTED] [REDACTED] The payments for a meteorological monitoring station shall be made [REDACTED] [REDACTED]

[REDACTED]

(b) Operational Rent. [REDACTED]

[REDACTED] (“Operational Rent”).

<u>Anniversaries of Start of Construction</u>	<u>Amount</u>
1 – 9	[REDACTED]
10 – 19	[REDACTED]
20 – 29	[REDACTED]
30 – end	[REDACTED]

Notwithstanding the foregoing, for purposes of calculating Operational Rent for a Project Site (a)

[REDACTED] and (b) [REDACTED]

4.2 Inflation Adjustment. The amount of Operational Rent shall be adjusted annually by the increase or decrease in the [REDACTED]

[REDACTED] (“Index”), [REDACTED]

Any annual increase in the Index [REDACTED] shall be included in the computation of annual adjustments in subsequent years. The base for computing the increase or decrease in the Index for this purpose shall be [REDACTED]

[REDACTED] (the “Beginning Index”). The adjustment shall be effective for every full calendar year following such Commercial Operation Date. [REDACTED]

[REDACTED]

If the Index is discontinued or revised during the Term, such other government index or computation by which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

4.3 Overhead Power Lines, Underground Collection Lines, Roads. Lessee will pay Owner, as applicable, the following additional amounts [REDACTED]

[REDACTED]

(a) If overhead power lines are installed by Lessee on or over the Property outside of a Project Site pursuant to Section 10.1, [REDACTED]

[REDACTED]

(b) If underground collection lines are installed by Lessee under the Property outside of a Project Site pursuant to Section 10.1, [REDACTED]
[REDACTED]
[REDACTED]

(c) If new roads are constructed by Lessee on the Property outside of a Project Site pursuant to Section 8.6, [REDACTED]
[REDACTED]
[REDACTED]

Each of the additional payments under Sections 4.3(a), (b) and (c) above shall be adjusted annually
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

4.4 Substation, Switchyard, etc. If Lessee intends to install the electric substation or switchyard pursuant to Section 10.1, or an operations & maintenance building, on the Property outside of a Project Site, then Lessee may lease or purchase the actual acreage occupied by the substation, switchyard or building (the "Control Property"). In the event of any such installation outside of a Project Site, whether or not [REDACTED]
[REDACTED]
[REDACTED]

If the Parties are unable to agree on such fair market value, then fair market value shall be determined by written appraisal performed by an independent appraiser reasonably acceptable to Owner and Lessee. If Lessee elects to purchase the Control Property, Owner will sell and convey the same to Lessee upon and subject to the terms and conditions set forth in Exhibit B attached to and made a part of this Agreement.

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

[REDACTED] 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. [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, 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. If Lessee causes the destruction of existing growing crops on any part of the Property which is located outside of the Project Site or the boundaries of any Related Facilities, Lessee shall compensate Owner as calculated below (the "Crop Damage Payment"). [REDACTED]

[REDACTED] If Owner does not have yield records available, the Parties will use FSA records or other commonly used yield information available for the area. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If they cannot agree, they shall promptly have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent. [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. [REDACTED]

[REDACTED] 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 [REDACTED]

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 [REDACTED]
[REDACTED]
[REDACTED]

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

and (ii) in the event of a termination of any such new lease agreement, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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, including, without limitation, a perpetual easement. Alternatively, at Lessee's election, Owner agrees either to (a) grant such rights directly to such utility or other entity, or (b) convey title to such portion of the Property to the utility or other entity by deed or other conveyance. In the event Lessee exercises the foregoing rights or election, and in lieu of payment to Owner by the utility or other entity, Lessee will make a one-time payment to Owner equal to 150% of the fair market value for its current land use of the actual acreage occupied or to be occupied by such facilities. If the Parties are unable to agree on such fair market value, then fair market value shall be determined by written appraisal performed by an independent appraiser reasonably acceptable to Owner and Lessee. Half of such one-time payment will be payable [REDACTED] [REDACTED] the other half will be payable [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. 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. As a precondition to exercising any rights or remedies as a result of any alleged default by Lessee, Owner shall give written notice of the default to each Leasehold Mortgagee of which Owner has notice concurrently with delivery of such notice to Lessee, specifying in detail the alleged event of default and the required remedy. In the event Owner gives such written notice of default, the following provisions shall apply:

(a) A "monetary default" means failure to pay (i) when due any rent or other monetary obligation of Lessee under this Agreement other than real property taxes, or (ii) prior to delinquency any real property taxes (unless Owner did not deliver the applicable tax bill to Lessee at least 10 business days prior to the applicable tax delinquency date). Any other event of default is a "non-monetary default."

(b) The Leasehold Mortgagee shall have the same period after delivery of notice of default to remedy the default, or cause the same to be remedied, as is given to Lessee after delivery of notice of default, plus, in each instance, the following additional time periods: (i) 60 days, for a total of 120 days after delivery of the notice of default in the event of any monetary default; and (ii) 60 days, for a total of 120 days after delivery of the notice of default in the event of any non-monetary default; *provided* that such 120-day period shall be extended for a non-monetary default by the time reasonably required to complete such cure, including the time required for the Leasehold Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of Lessee's interest in the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Leasehold Mortgagee acts with reasonable and continuous diligence. The Leasehold Mortgagee shall have the absolute right to substitute itself for the Lessee and perform the duties of Lessee hereunder for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Leasehold Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of the original Lessee hereunder. Owner shall not terminate this Agreement prior to expiration of the cure periods available to a Leasehold Mortgagee as set forth above. If a Leasehold Mortgagee's delay

in curing a non-monetary default causes damages to Owner, Owner shall have the right to reimbursement for all actual costs thereof.

(c) During any period of possession of the Property by a Leasehold Mortgagee (or a receiver requested by such Leasehold Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Leasehold Mortgagee, the Leasehold Mortgagee shall pay or cause to be paid the Rent and all other monetary charges payable by Lessee hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Lessee's leasehold or easement estate by the Leasehold Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Leasehold Mortgagee or party acquiring title to Lessee's leasehold or easement estate shall, as promptly as reasonably possible, commence the cure of all defaults hereunder and thereafter diligently process such cure to completion, whereupon Owner's right to terminate this Agreement based upon such defaults shall be deemed waived.

(d) Any Leasehold Mortgagee or other party who acquires Lessee's leasehold or easement interest pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to perform the obligations imposed on such party by this Agreement so long as such Leasehold Mortgagee or other party has ownership of the leasehold and/or easement estate or possession of the Property.

(e) Neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Agreement or any interest therein as long as all material obligations of Lessee under the terms of this Agreement are performed by Lessee or a Leasehold Mortgagee in accordance with the terms of this Agreement.

(f) Nothing herein shall be construed to extend this Agreement beyond the Term or to require a Leasehold Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Leasehold Mortgagee discontinues foreclosure proceedings, this Agreement shall continue in full force and effect.

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. 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 any roads, or restore the original grade of any land or any cleared timber, or plant any trees, crops or other plants. 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.

[REDACTED]

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. 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 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:

Glenda R. Burke, Trustee
Lyle H. and Audrey S. Reburn Trust

[REDACTED]
[REDACTED]

Telephone: [REDACTED]

Email:

If to any Assignee:

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

If to Lessee:

OSER LLC
c/o Orion Renewable Energy Group LLC
155 Grand Avenue, Suite 706
Oakland, CA 94612
Attn: General Counsel
Phone: (510) 267-8921
Fax: (510) 267-8911

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, [REDACTED]

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”

**Lyle H. and Audrey S. Reburn Irrevocable
Family Trust.**

By: Glenda R. Burke, Trustee
Name: Glenda R. Burke, Trustee

[Signatures continued on following page.]

“Lessee”

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

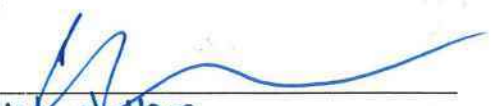
By: 
Name: Michael Haas
Title: President

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. 44-12 (124.85 acres)

A certain tract or parcel of land, situated, lying and being in the County of Breckinridge and State of Kentucky, and on Federal Highway No. 60 formerly the old Hardinsburg and Cloverport Turnpike and beginning at a stone on the northeast side of the said pike, and in Thos. Rowland's line; running thence with his line N 68-1/2 E 100 poles to a stake, thence N 24 W about 185 poles to a white oak, Hawkin's comer; thence with said Hawkin's line S 70-1/4 W 95-1/5 poles to a stone on the bluff of a branch; thence up and with said branch 85-1/5 poles in all to a stone in the branch; with an elm pointer in the original McGee line; thence with the same S 69 W 67 poles to a stone on the northeast side of the pike; thence with the stone S 50-1/2 W 140 poles to the beginning, containing 135 acres, more or less.

AND BEING the same property conveyed to Lyle H. Reburn and Audrey S. Reburn, husband and wife, by Trustee Deed from Lyle H. Reburn and Audrey S. Reburn, husband and wife, dated April 11, 1974, of record in Deed Book 165, Page 317, in the Office of the Breckinridge County Clerk.

EXCEPTING THEREFROM THE FOLLOWING:

A parcel of land lying and being in Breckinridge County, Kentucky and being a portion of the same tract of land described in deed bearing the date of April 11, 1974 which is duly recorded in Deed Book 165 at Page 317 in the office of the County Court Clerk of Breckinridge County, Kentucky, said parcel being described as follows:

Beginning at a point in the existing right of way line 19.830 meters (65.06 feet) right of US 60 station 9+986.504; thence with the west property line North 73 degrees 16 minutes 00 seconds East, 54.791 meters (179.76 feet) to a point in the proposed right of way line 26.646 meters (87.42 feet) left of US 60 station 10+015.522; thence with the proposed right of way line South 49 degrees 45 minutes 15 seconds East, 184.508 meters (605.34 feet) to a point in the proposed right of way line 30.000 meters (98.43 feet) left of US 60 station 10+200.000; thence with the proposed right of way line South 47 degrees 16 minutes 50 seconds East, 200.062 meters (656.37 feet) to a point in the proposed right of way line 25.000 meters (82.02 feet) left of US 60 station 10+400.000; thence with the proposed right of way line South 51 degrees 34 minutes 30 seconds East, 100.125 meters (328.49 feet) to a point in the proposed right of way line 30.000 meters (98.43 feet) left of US 60 station 10+500.000; thence with the proposed right of way line South 47 degrees 53 minutes 39 seconds East, 140.014 meters (459.36 feet) to a point in the proposed right of way line 28.000 meters (91.86 feet) left of US 60 station 10+640.000; thence with the proposed right of way line South 50 degrees 23 minutes 52 seconds East, 97.202 meters (318.90 feet) to a point in the proposed right of way line 30.859 meters (101.24 feet) left of US 60 station 10+737.160; thence with the south property line South 74 degrees 17 minutes 38

seconds West, 82.059 meters (269.22 feet) to a point in the existing right of way line 37.957 meters (124.53 feet) right of US 60 station 10+692.460; thence with the existing right of way line North 47 degrees 14 minutes 30 seconds West, 706.188 meters (2316.89 feet) to the point of beginning. The above described parcel contains 4.105 hectares (41,049 sq.meters, 10.144 acres, 441,852 sq.ft.).

The above described property being a portion of the same property conveyed to Lyle H. Reburn, et al by Margaret R. Nix, Trustee, by deed bearing the date of April 11, 1974, which is duly recorded in Book 165 at Page 317 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

Legal Description of the Timber Property

NA

(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. Control Property. Pursuant to Section 4.4 of the body of this Agreement, Lessee may elect to purchase the Control Property. As provided in Section 4.4, the purchase price for the Control Property shall be [REDACTED]

2. Closing. By written notice to Owner delivered before the closing of the sale (the "Closing"), Lessee will designate the proposed date, time and location of the closing for the purchase of the Control Property. At the Closing, Lessee will pay or cause to be paid any and all recording or conveyancing taxes and transfer fees incurred in connection with the sale to Lessee. Ad valorem taxes for the Control Property for the calendar year of the Closing for the purchase will not be prorated between the Parties and shall be the responsibility of Lessee or its designee. At the Closing, Owner shall deliver to Lessee (i) a special warranty deed (the "Deed") conveying good and indefeasible fee simple title to the Control Property and all improvements thereon free and clear of all liens, encumbrances and other title exceptions, except the Permitted Encumbrances (as defined below); (ii) a non-foreign certificate required by Section 1445 of the Internal Revenue Code of 1986, as amended; and (iii) such other documents or instruments as are reasonably requested by Lessee or Lessee's title company to close the transaction, including, without limitation, a seller's affidavit in the form typically required by a title company to enable the title company to issue an extended coverage title insurance policy. The Deed shall contain a waiver of surface rights for the exploration, development and production of oil, gas and other minerals. As used herein, the term "Permitted Encumbrances" shall mean and refer to only (x) those easements, covenants, restrictions, rights of way and other encumbrances affecting the Control Property that are evidenced of record as of the Effective Date in the Real Property Records, except that the Permitted Encumbrances shall not include, and Owner shall obtain a satisfaction and release on or before the Closing of, any monetary liens, including, without limitation, any and all mortgages, mechanics liens, financing statements and judgment liens encumbering the Control Property; and (y) any other matters affecting the Control Property executed after the Effective Date with Lessee's prior written consent.

3. Subdivision and Other Approvals. Lessee shall take all actions and pay all costs of obtaining any governmental approvals (the "Approvals") required to partition the Control Property from the balance of the Property, so that the Control Property constitutes a legal lot that can be conveyed to Lessee or Lessee's designee as contemplated by this Agreement. The Approvals shall be on terms and conditions satisfactory to Lessee, in Lessee's sole discretion. Owner agrees to join in executing any applications and requests reasonably required by Lessee in connection with Lessee's pursuit of the Approvals, to support approval of such applications and requests, and to otherwise cooperate with Lessee in the processing and pursuit of such applications and requests.

4. Actual Acreage. The actual acreage of the Control Property shall be subject to confirmation in an ALTA survey to be obtained by Lessee at Lessee's expense.

5. Breach. In the event that a Party breaches its obligations at the Closing, the other Party shall have the right to seek the remedy of specific performance of the defaulting Party's obligations.

LEASE AGREEMENT

(#KY-HARI-060)

This Lease Agreement (this "Agreement") is made, dated and effective as of March 8th, 2023 (the "Effective Date"), between **Thomas M. Skillman and Laura Skillman** (collectively, "Owner") and **Clover Creek Solar Project 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".

NOW, THEREFORE, the Parties agree as follows:

1. Lease. Owner is the owner of that certain real property consisting of approximately 270.762 acres located in Breckinridge County, Kentucky, as described on Exhibit A ("Land") attached hereto and incorporated herein by reference. Owner hereby leases to Lessee the real property consisting of approximately 232 acres, including the right to access across and upon the property leased 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") as described in Exhibit A-1. In the event of inaccuracies or insufficiencies in the legal description in Exhibit A-1 Lessee may modify the Exhibit to correct the inaccuracies or insufficiencies.

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"), 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 [REDACTED] and will continue until [REDACTED] (the "Commercial Operation Date"). Lessee may elect to extend the Initial Term [REDACTED]. The Initial Term plus such additional [REDACTED] term is called the "Term." If the Start of Construction (as defined in Section 3.2) has not occurred prior to [REDACTED]

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"). Each Project Site shall include any areas occupied by underground transmission lines, collection lines or roads installed by Lessee on the Property. Lessee shall designate a new Project Site each time it constructs new Solar Facilities on the Property. Lessee shall ensure that Owner has the ability to access any areas of the Property outside a Project Site that are ten (10) acres or greater.

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 Signing Bonus. [REDACTED] (the "Signing Bonus").

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

(a) Initial Rent. [REDACTED] In addition, in the event that Lessee installs one or more meteorological monitoring stations on the Property, Lessee will pay Owner [REDACTED]. The payments

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for a meteorological monitoring station shall be made [REDACTED]
[REDACTED]
[REDACTED]

(b) Operational Rent. Lessee will pay Owner operational rent in the amounts listed in the schedule below per acre of each Project Site occupied by Solar Facilities (“Operational Rent”). [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] The remaining Operational Rent payments shall be payable [REDACTED] and shall be calculated as follows:

<u>Anniversaries of Start of Construction</u>	<u>Amount</u>
1 – 9	[REDACTED]
10 – 19	[REDACTED]
20 – 29	[REDACTED]
30 – end	[REDACTED]

4.3 Inflation Adjustment. The amount of Operational Rent shall be adjusted annually by the increase or decrease in the [REDACTED]
[REDACTED] (“Index”), [REDACTED]

Any annual increase in the Index [REDACTED] shall be included in the computation of annual adjustments in subsequent years. The base for computing the increase or decrease in the Index for this purpose shall be [REDACTED] (the “Beginning Index”). The adjustment shall be effective for every full calendar year following such Commercial Operation Date. [REDACTED]
[REDACTED]
[REDACTED]

If the Index is discontinued or revised during the Term, such other government index or computation by which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

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

4.5 Limited Use Areas. Owner has requested and Lessee has agreed that the following areas will have limited use as follows: (i) Subject to Section 8.6, Lessee maintains the right of ingress and egress to access the Solar Facilities (whether located on the Property, on adjacent property or elsewhere). Lessee shall access 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 as depicted as Access Easement areas on Exhibit A-4 and more specifically described on Exhibit A-2 (“Access Easement”) and (ii) Lessee may install and maintain only an underground collection and distribution line facilities including distribution and collector lines, wires and cables, conduit, fiber, wires, cables, conduit, all necessary and proper foundations, facilities, fixtures, equipment, above ground junction boxes and machinery in any way related to or associated with any of the foregoing in the area of the Property depicted as Underground Collection Areas on Exhibit A-4 and more specifically described on Exhibit A-3 (“Underground Collection Areas”). No other Solar Facilities may be installed within the Access Easement or on the Underground Collection Areas. The Access Easements may overlap in one or more areas with the Collection Easement. The limited use areas is made a part hereof and as generally depicted on the map attached hereto as Exhibit A-4.

4.6 Payment by ACH. Owner hereby authorizes Lessee to make all payments to Owner via Automated Clearing House Transfer (“ACH Transfer”). All payments shall be made pursuant to the ACH Transfer form attached hereto as Attachment 1 (“ACH Form”) unless otherwise rejected by Lessee or modified or revoked by Owner in accordance with this Section. Owner may opt out of payments by ACH Transfer by checking the “opt out” box on the attached ACH Form. Owner certifies to Lessee that the account set forth on the ACH Form is Owner’s account and not an account of a third party. In the event that Owner conveys all or any portion of its interest in the Property, Owner shall notify Lessee within ten (10) days of such transfer along with a copy of the recorded transfer deed or instrument. Owner shall be liable to Lessee for any payments made to Owner via ACH Transfer after the date of such transfer and authorizes Lessee to recall any payments made to Owner for periods after the date of the transfer of Owner’s interest in the Property. Such recalled payments shall be made on a pro rata basis based upon the date of the transfer of Owner’s interest. Lessee may elect to suspend payments by ACH Transfer at any time, in its sole discretion and make payments by check or other electronic transfer method. In the event that after the Effective Date Owner wishes to change the bank account designated on the ACH Form, opt in or opt out of payments by ACH Transfer, Owner shall notify Lessee in writing in accordance with Section 13.4 and Owner shall execute the documents Lessee requires to change the designated bank account or method for payments.

4.7 W-9’s. Owner shall provide a W-9 for each Owner under this Agreement. If Owner does not provide a correct and complete W-9 form for each Owner under this Agreement, the time periods for payment shall automatically be extended by the number of days that elapse from Effective Date, or for assignments, assumptions or bifurcations of the Agreement the number of days that elapse from the effective date of those documents, until the receipt of all required W-9’s.

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 [REDACTED]

[REDACTED] 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. [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, 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 Memorandum 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, underground transmission lines, electric substation or switchyard, or operations and maintenance building 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 shall use commercially reasonable efforts to provide Owner with 18 months’ prior notice of the Start of Construction, provided that the failure to provide such notice shall not be a default hereunder.

(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. If Lessee causes the destruction of existing growing crops, including hay, or any part of the Property which is located outside of the Project Site or the boundaries of any Related Facilities Lessee shall compensate Owner and any lessee of the Owner as calculated below (the “Crop Damage Payment”).

[REDACTED]

[REDACTED] If Owner does not have yield records available, the Parties will use FSA records of other commonly used yield information available for the area. The Parties shall try in good faith to agree to the extent of damage and acreage affected. If the Parties cannot agree, they shall promptly have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent.

[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