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**SOLAR FACILITY GROUND LEASE**

**By and Between**

**Larry Hope, an individual, and Kenneth and Kathy Ann Hope, a married couple  
collectively, as “Owner”**

**and**

**Naturgy Candela Devco LLC**  
a Delaware limited liability company

**as “Lessee”**

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## **SOLAR FACILITY GROUND LEASE**

This Solar Facility Ground Lease (this “**Lease**”) is by and between **Larry Hope**, an individual, and **Kenneth and Kathy Ann Hope**, a married couple (collectively, “**Owner**”), and **Naturgy Candela Devco LLC**, a Delaware limited liability company (“**Lessee**”), and in connection herewith, Owner and Lessee agree, covenant and contract as set forth in this Lease. Owner and Lessee are sometimes referred to in this Lease as a “**Party**” or collectively as the “**Parties**”, and this Lease shall be dated and effective as of the date the final Party signatory executes this Lease as set forth on the signature page at the end of the Lease (the “**Effective Date**”).

1. **Property.** Owner holds a fee simple interest in that certain real property consisting of approximately [REDACTED] located in the County of Metcalfe, Commonwealth of Kentucky legally described on **Exhibit A** attached hereto and incorporated herein by reference (which real property shall exclude the area depicted on **Exhibit A-1** hereto on which Owner's two barns are located), and is leasing to Lessee all of Owner's right, title and interest in such real property, including in any rights, hereditaments and benefits appurtenant thereto and improvements thereon, including, any easements and rights-of-way benefiting such real property, any water rights and all surface rights (including subsurface rights down to 250 feet) pertaining to minerals, caliche, gravel and/ or hydrocarbons relating thereto, as well as the right to access and utilize all radiant energy emitted from the sun upon, over and across said real property (collectively, the “**Property**”). For good and valuable consideration, Owner hereby leases the Property to Lessee pursuant to the terms and conditions of this Lease. Concurrently with execution of this Lease, Owner and Lessee shall execute and notarize the Memorandum of Lease in the form attached as **Exhibit B** hereto (the “**Memorandum**”), and shall record such Memorandum in the Office of the Metcalfe County Recorder's Office as promptly as reasonably possible.

2. **Feasibility Period and Development Term.**

2.1 **Development Term.** The development term (the “**Development Term**”) of this Lease commences on the Effective Date and shall end on the earlier of (i) the date that Lessee selects for the commencement of the Construction and Operation Term (as defined below) of the Lease as set forth in a written notice delivered to Owner (the “**C&O Term Commencement Notice**”), (ii) the date Lessee commences the installation of Solar Generating Equipment (as defined in **Section 3.3** below) on the Property, (iii) the date Lessee notifies Owner that Lessee elects to terminate this Lease (“**Termination Notice**”), and (iv) the day preceding the fifth (5th) anniversary of the Effective Date (the “**Development Term Expiration Date**”). The date selected by Lessee for the commencement of the Construction and Operation Term must be at least [REDACTED] after delivery of the C&O Term Commencement Notice, unless the C&O Term Commencement Notice is delivered within [REDACTED] prior to the scheduled expiration date of the Development Term, in which case the Construction and Operation Term will commence as of the expiration of the Development Term. In the event Lessee delivers a Termination Notice, Lessee and Owner shall execute and record an agreement memorializing the termination of the Lease (a “**Termination Memorandum**”) and record such Termination Memorandum in the Office of the Metcalfe County Recorder's Office as promptly as reasonably possible. In the event Lessee fails to execute and deliver the Termination Memorandum after



delivering a Termination Notice within [REDACTED] after Owner's written request, Owner is hereby authorized to execute and record the Termination Memorandum as Lessee's authorized signatory.

## 2.2 Lessee's Activities During Feasibility Period and Development Term.

(a) During the first [REDACTED] of the Development Term (the "**Feasibility Period**") and continuing for the remainder of the Development Term, Lessee and its representatives, agents, and contractors shall have the right to enter upon the Property in connection with Lessee's evaluating the Property and determining the feasibility of solar energy conversion and power generation on the Property, including, without limitation, the right to conduct the studies and inspections referred to in this Section 2.2; provided that Lessee shall provide Owner with reasonable advance notice of the dates Lessee contemplates that Lessee and/or its representatives, agents, and contractors are planning to enter upon the Property for such purposes. Such right of entry shall include, but not be limited to, (1) the right to conduct geotechnical, biological and cultural resource investigations; (2) the right to install solar monitoring station(s) and to conduct studies of the solar energy emitted upon, over and across the Property and gather other meteorological data; and (3) the right to conduct Phase I and Phase II environmental site assessments.

(b) To assist Lessee's feasibility review, Owner shall cooperate in Lessee's review and within [REDACTED] after the Effective Date, Owner shall provide Lessee with documentation evidencing the authority of Owner (and the person executing this Lease on behalf of Owner) to enter into this Lease, and copies of all leases, contracts, studies, reports, maps, surveys, litigation documentation, correspondence and any other materials in Owner's possession or reasonable control that are material to evaluating the Property, including, without limitation, the following documents: (a) any and all leases or other documents referencing a right to occupy, farm, mine or produce hydrocarbons from the Property; (b) copies of documents creating liens against the Property; (c) all soils, seismic, environmental and toxics studies, reports, surveys and assessments, and all documents, correspondence, applications, permits and other communications to or from any government agency in connection with any Hazardous Materials (as defined below) or any environmental condition of the Property, including any underground storage tanks; (d) title policies; and (e) information regarding water rights and existing wells.

(c) During the Feasibility Period and the remainder of the Development Term, Lessee will be working to determine whether it will be feasible to use the Property for Solar Energy Purposes (as defined in Section 3.3 below). This determination will be made based upon a variety of factors including Lessee's evaluation of the Property pursuant to the physical, geotechnical, environmental and title review of the Property, as well as Lessee's ability during the Development Term to obtain the necessary permits and interconnection and power purchase contracts required for constructing and operating the Solar Facilities (as defined in Section 3.3(a) below) on the Property.

2.3 Owner's Use of the Property during the Development Term. During the Development Term, (i) Owner shall have the right to continue to use the Property for agricultural, ranching and/or other reasonable purposes so long as the Property is maintained



substantially in accordance with its condition as of the Effective Date and in compliance with all applicable laws, (ii) Owner shall not voluntarily take any action to render any of the representations or warranties of Owner set forth herein incorrect, (iii) since Owner understands that Lessee is intending to use the Property for the Solar Facilities, Owner shall not modify or extend any leases or other agreements granting other parties rights to use or possess the Property without Lessee's prior written consent, or enter into new leases or any other agreements or otherwise grant (actively or permissively) any rights to other parties to use or possess the Property unless such leases or agreements are terminable without cause and without any payment or other obligation upon [REDACTED] prior written notice, and (iv) Owner shall not make any material alterations to the Property (provided that Owner may remove any existing fencing on the Property prior to the Construction and Operation Term Commencement Date (as defined below)), and (v) Owner shall pay for all materials and services furnished to the Property at the request of the Owner.

3. **Construction and Operation Term.**

3.1 **Construction and Operation Term.** Unless Lessee delivers a Termination Notice prior to such date, the Construction and Operation Term of this Lease shall commence upon the date (the "**Construction and Operation Term Commencement Date**") that is the earlier of (i) the date set forth in the applicable C&O Term Commencement Notice, (ii) the date Lessee commences the installation of Solar Generating Equipment (as defined in Section 3.3 below) on the Property, or (iii) the Development Term Expiration Date, and shall continue thereafter until the day preceding the twenty-fifth (25th) anniversary of the Construction and Operation Term Commencement Date (as the same may be extended for up to four (4) Extension Terms pursuant to Section 3.2 below, the "**Construction and Operation Term**").

3.2 **Extension Options.** Lessee shall have four (4) options to extend the Construction and Operation Term for additional periods of five (5) years per option (each, an "**Extension Term**") by delivering written notice to Owner of Lessee's election to extend the then applicable Construction and Operation Term at least one hundred eight (180) days prior to the expiration of the then applicable Construction and Operation Term, such that, if all such extensions are exercised, the total term of the Construction and Operation Term may extend up to a maximum of forty-five (45) years. The Development Term, together with the Construction and Operation Term shall be referred to herein collectively, as the "**Term**".

3.3 **Construction and Operation Term Lease Rights.** During the Construction and Operation Term (as the same may be extended pursuant to Section 3.2), Lessee shall have the exclusive right to use and possess the Property. Lessee shall have the right to use the Property for the purposes described in Section 2.2, as well as Solar Energy Purposes (as hereinafter defined) and to derive all profits, rents, royalties, credits and profits therefrom. For purposes of this Lease, the meaning of "**Solar Energy Purposes**" includes, without limitation, the right to convert the radiant energy emitted by the sun into electrical energy and to collect, store and transmit electrical energy, together with any and all activities related thereto, including, without limitation, constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, solar energy collection and electrical generating and storage 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 and communications lines, electric transformers, telecommunications equipment, roads, meteorological towers and solar energy measurement and storage equipment, control buildings, operations and maintenance buildings, office trailers, sanitary facilities (porta potties), maintenance yards, substations, switch yards, and related facilities and equipment (the Solar Generating Equipment together with all of the other foregoing equipment and improvements, collectively “**Solar Facilities**”); and undertaking any other activities, including, without limitation, site preparation, grading, vegetation removal, gravel laydown and other ground treatment, whether accomplished by Lessee or a third party authorized by Lessee, that are consistent with the operation of the Solar Facilities and which Lessee reasonably determines are necessary, useful or appropriate. Lessee shall have the right to make all siting decisions with respect to the Solar Facilities on the Property. Lessee’s rights with respect to the Property during the Construction and Operation Term shall also include the following rights:

(a) Land Management Rights. During the Construction and Operation Term Lessee may, as reasonably necessary grade, level, mow, remove, relocate, trim, prune, top or otherwise control the growth of any tree, shrub, plant or other vegetation; relocate, dismantle, demolish, and remove any improvement, structure, embankment, impediment, berm, wall, fence or other object, on or that intrudes (or could intrude) into the Property that could obstruct, interfere with or impair the process of installing, operating, maintaining, repairing and/or replacing any of the Solar Facilities or otherwise interferes with the use of the Property by Lessee hereunder and/or conduct such other activities related to installing, maintaining, operating, repairing and replacing the Solar Facilities.

(b) Right to Control Access. Subject to the terms of this Lease and applicable law, during the Construction and Operation Term, Lessee shall have the right under the Lease to control and restrict access onto and over the Property and exclude others (other than any parties with preexisting easement rights of record or other rights approved by Lessee), and Lessee may, at its sole expense, construct and maintain security devices on the Property which Lessee deems appropriate and necessary for the protection of the Solar Facilities, including, but not limited to, any type of fencing, security monitoring or other security safeguards.

(c) Water Supply. If and to the extent Owner has sufficient water rights to do so, Owner shall provide water to Lessee for construction and operation purposes during the Construction and Operation Term at the market rate for untreated ground water provided that Lessee shall obtain a credit against the cost of such water for one-half of any costs Lessee incurs to upgrade and install any water facilities to obtain, pump and deliver such water. Lessee shall have the right to install water infrastructure facilities on the Property as required to obtain pump and deliver such water, including, but not limited to, wells, pipelines, pump(s), meter(s), concrete pads, wooden power poles and power lines and other electrical power facilities to power the pump and related water infrastructure facilities, switches, electrical and communications wires and cables, pumping facilities, wires and cables for the conveyance of electric energy and communications purposes required in connection with the supply of water, and any related support structures, foundations, fences, gates, conduit, footings and other appliances, equipment, facilities and fixtures for use in connection with such water infrastructure facilities.



3.4 Owner Access. During the Construction and Operation Term, Owner shall have the right to reasonably access the Property at reasonable intervals and at reasonable times and upon at least forty-eight hours prior advance written notice to Lessee to inspect the Property. Any such access shall not materially interfere with Lessee's use of the Property for Solar Energy Purposes and occupancy of the Property in any manner. Owner's foregoing right of inspection must be on an escorted basis with Lessee, its agents or employees in compliance with established site and safety procedures and does not include the right to climb onto or into Solar Facilities or to come into physical contact with any transmission facilities without the prior written consent of Lessee. Owner shall abide by all reasonable safety measures instituted by or on behalf of Lessee as to which Owner has received notice.

4. Payments.

4.1 Development Term Payments.

(a) [REDACTED]

(b) Lessee shall pay to Owner as rent in consideration of the rights granted hereunder with respect to the Property during the Development Term the amount of [REDACTED] ("Development Rent"). Subject to receiving the information set forth in Section 4.1(c) below from each Owner party, within [REDACTED] after the Effective Date, Lessee shall deliver to Owner a portion of the first annual Development Rent payment in the amount of [REDACTED] which shall be non-refundable other than in the event of an Owner default hereunder. Unless Lessee has terminated the Lease, on or prior to the expiration of the Feasibility Period, Lessee shall deliver the balance of the first quarterly Development Rent payment to Owner upon the expiration of the Feasibility Period.

(c) Lessee shall pay quarterly Development Rent payments of [REDACTED] each on or before the first day of each quarter commencing as of the second quarter of the first year of the Development Term and thereafter continuing until the expiration or termination of the Development Term. If the Development Term ends on any day other than the end of a quarterly Development Rent period, Development Rent paid for the portion of such quarter after the expiration of the Development Term shall be credited to payments due during the Construction and Operation Term.

(d) Simultaneously with the execution and delivery of this Lease (or as soon thereafter as reasonably possible), each Owner party shall provide Lessee (or the escrow holder, if payments are being made from escrow) with (i) a completed Internal Revenue Service Form W-9 for such Owner party, and (ii) the wire instructions/ACH bank transfer information which such Owner party wants Lessee to utilize to make the payments to such Owner party, together with a telephone number for such Owner party which can be utilized to confirm such Owner party's wire instructions/ACH bank transfer information and related payment information. Each Owner party understands that it shall be a condition to Lessee's obligation to make the payments hereunder that all of the Owner parties provide the completed Internal



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Revenue Service Form W-9 and wire instructions/ACH bank transfer information required to be delivered in this Section 4.1(c) to Lessee (or the escrow holder, as applicable), and that no payments under this Lease shall be due or payable to any Owner party unless and until Lessee has received such information from each Owner party. Any payment by Lessee utilizing the wire instructions/ACH bank transfer information provided by the applicable Owner party in this Lease (as the same may be updated by such Owner party by providing notice of such updated information in accordance with Section 12.5 below) shall be deemed delivered in compliance with this Lease.

4.2 Construction and Operation Term Rent. Lessee shall pay to Owner as rent in consideration of the rights granted hereunder with respect to the Property during the Construction and Operation Term, the amount of [REDACTED] of the Property ("**Operating Rent**"), which amount shall be paid in annual installments commencing upon the Construction and Operation Term Commencement Date and each anniversary thereof until the expiration or termination of the Construction and Operation Term (prorated for any partial calendar year).

4.3 [REDACTED]

The Development Rent and Operating Rent are referred to herein collectively as the "**Rent**".

5. Ownership of Solar Facilities. Owner acknowledges and agrees that Lessee will be the exclusive owner and operator of the Solar Facilities, and that any Solar Facilities installed on the Property are hereby severed by agreement and intention of the parties and shall remain severed from the Property, and shall be considered with respect to the interests of the parties hereto as the property of Lessee or other party designated by Lessee, and, even though attached to or affixed to or installed upon the Property, shall not be considered to be fixtures or a part of the Property and shall not be or become subject to the lien of any mortgage or deed of trust heretofore or hereafter placed on the Property by Owner. Owner hereby waives all rights, statutory or common law, or claims that it may have in the Solar Facilities including, without limitation, any right of distraint. Owner shall have no right, title or interest in the Solar Facilities or any component thereof, notwithstanding that the Solar Facilities may be physically mounted or affixed to the Property. Owner consents to the filing of a disclaimer of the Solar Facilities as a fixture of the Property in the office where real estate records are customarily filed in the jurisdiction of the Property. Except for the Rent payments described in Section 4 above, 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 tax credits.

6. Property Taxes.



6.1 Lessee Tax Obligation – Rollback Assessment. Unless Lessee is paying such taxes directly to the taxing authority as described below, for the period commencing as of the Effective Date and for the remainder of the Term, Lessee shall pay to Owner (i) the amount of any property taxes applicable to Lessee's Solar Facilities and (ii) the amount of any increase in the real property taxes levied against the Property over and above the then applicable Base Tax Amount (as defined in Section 6.3 below) to the extent such increase is attributable to a change in property tax designation or valuation of the Property resulting from the activities of Lessee and the installation and operation of Lessee's Solar Facilities on the Property including any rollback assessment to the extent resulting from Lessee's activities or Solar Facilities (the "**Rollback Assessment**"), but expressly excluding any rollback assessment due to Owner's failure to continue to maintain the use of the Owner's property outside the Property during the Development Term or to continue to maintain the use of any portion of the Owner's property located outside the Property thereafter (the amounts described in (i) and (ii) of this sentence being referred to as "**Lessee's Property Tax Amount**").

6.2 Tax Bills/Tax Payment. If the property tax statements for the Solar Facilities and the Property are being sent to Owner, Lessee agrees to pay Lessee's Property Tax Amount pertaining to the applicable tax statements to Owner within thirty (30) days after receipt of a copy of the applicable tax statements from Owner. Unless Lessee is paying such taxes directly to the taxing authorities as provided below, Owner shall pay before delinquency all real property taxes and assessments, and shall promptly send to Lessee evidence of payment of the same. If Owner fails to do so, Lessee shall have the right to pay such amounts on Owner's behalf. Any amounts so paid by Lessee may be offset against all or any of the Rent payments next payable by Lessee under this Lease. Lessee may contest the assessed value of the Solar Facilities and Property, and the legal validity and amount of any such taxes for which it is responsible under this Lease, 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 thirty (30) days after Owner receives same, but in no event later than thirty (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; provided, however, that Lessee shall reimburse Owner for its reasonable out-of-pocket expenses, including reasonable attorneys' fees, incurred in connection with providing such assistance. Owner and Lessee shall work together in good faith to cause the taxing authorities to deliver the tax statements for the Property and the Solar Facilities directly to Lessee for the assessments pertaining to the Construction and Operation Term. In the event the taxing authorities provide such tax statements directly to Lessee, Lessee agrees to pay the real property taxes due pursuant to such tax statements directly to the taxing authorities, and Owner agrees to pay the Base Tax Amount to Lessee within thirty (30) days after receipt of a copy of such statements from Lessee. If Owner fails to do so, Lessee may offset the amount of the Base Tax Amount owed by Owner against all or any of the Rent payments next payable by Lessee under this Lease. OWNER AND LESSEE EACH AGREE TO INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY LIABILITY, COST OR EXPENSES, PAID BY THE OTHER PARTY OR FOR WHICH THE OTHER PARTY IS LIABLE, TO THE EXTENT SUCH OTHER PARTY PAID SUCH TAXES OR IS LIABLE DUE TO SUCH

**INDEMNIFYING PARTY'S FAILURE TO PAY ANY REAL PROPERTY TAXES WHICH SUCH INDEMNIFYING PARTY IS RESPONSIBLE FOR PAYING UNDER THIS LEASE.**

6.3 Owner Tax Obligation. Unless a rollback assessment were to occur during the Development Term due to Lessee's actions on or with respect to the Property during the Development Term (in which case Lessee is responsible for the rollback assessment for the Development Term as provided for in Section 6.1, and Owner shall be liable for the Base Tax Amount pertaining to the Development Term), Owner shall be liable for all property taxes levied against the Property pertaining to the Development Term. Owner shall be liable for the then applicable Base Tax Amount (as defined below) with respect to the Property for the Construction and Operation Term. The "**Base Year**" shall mean the most recent full annual property tax period prior to the property tax year in which the Construction and Operation Term Commencement Date occurs (or the full annual tax period prior to the date upon which rollback taxes are assessed due to Lessee's actions on or with respect to the Property during the Development Term, if earlier). The "**Base Tax Amount**" shall mean the lesser of (i) the real property taxes levied against the Property during such property tax year, and (ii) the real property taxes levied against the Property during the Base Year increased by [REDACTED] from and after the Base Year through such property tax year, plus, in either case, any rollback assessment and interest assessment due to Owner's failure to continue to maintain the use of the Property during the Development Term or to continue to maintain the use of any portion of the Owner's property located outside the Property thereafter. This Section shall be construed to limit the amount of any actual increase in the real property taxes levied against the Property for which Owner is responsible to a maximum increase of [REDACTED] relative to the Base Year taxes (i.e. no greater than a [REDACTED] calculated on a cumulative basis each year commencing as of the first annual tax year after the Base Year) and any rollback assessment and interest assessment due to Owner's failure to continue to maintain the use of any portion of Owner's property during the Development Term or to continue to maintain the use of any portion of the Owner's property located outside the Property thereafter.

6.4 Cooperation to Minimize Rollback Tax and obtain Separate Tax Bills. Prior to the start of the Construction and Operation Term, Owner and Lessee shall cooperate to make coordinated filings to request that the county tax assessor (i) establish separate property tax parcels with respect to the Property and the remainder of the Property located outside the Property if that will be helpful to limiting the scope of any roll back assessment to the Property, and (ii) provide a separate tax bill with respect to Lessee's Solar Facilities.

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

7.1 Insurance. Lessee shall, at its expense, maintain a commercial general liability insurance policy in an amount not less than [REDACTED] and [REDACTED], which has a commercially reasonable deductible. Certificates of such insurance shall be provided to Owner upon request of Owner.



7.2 Indemnity. Lessee will indemnify, defend and hold harmless Owner and Owner's members and employees (collectively, "**Owner's Indemnified Parties**") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, in each case to the extent resulting from or arising out of physical damage to property or physical injury to any person on the Property, and in each case to the extent caused by Lessee's negligence or willful misconduct on the Property. This indemnification shall survive the termination of this Lease. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or willful misconduct of Owner or any of Owner's Indemnified Parties.

7.3 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 Solar Facilities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Property 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. Any such contest or proceeding shall be controlled and directed by Lessee.

7.4 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 pursuant to the Lease; provided, however, that if Lessee wishes to contest any such lien, Lessee shall, within ninety (90) days after it receives notice of the filing of such lien, remove or bond over such lien from the Property pursuant to applicable law.

7.5 Hazardous Materials. Lessee shall comply in all material respects with federal, state, and/or local law, and ordinances, and regulations promulgated thereunder relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any Hazardous Materials ("**Environmental Laws**") in, on under, or about the Property by Lessee. Lessee shall indemnify Owner against any claims arising from a violation of Environmental Laws that is caused by Lessee or Lessee's agents. Lessee shall promptly notify Owner after it becomes aware of any violation of Environmental Law caused by Lessee or Lessee's agents that could reasonably be expected to result in a claim against Owner and shall promptly take all actions, at its sole expense, as are required by applicable Environmental Laws to return the affected area(s) to the condition existing prior to the introduction of any such Hazardous Materials by Lessee or its agents, including, without limitation, any investigation or monitoring of site conditions or any clean up, remediation, response, removal, encapsulation, containment or restoration work required by Environmental Laws because of such violation. This provision shall survive termination of the Lease. For purposes of this Lease, "**Hazardous Materials**" means any flammable explosives, asbestos, asbestos containing materials, radioactive materials, hazardous wastes, petroleum, including crude oil or any fraction thereof, polychlorinated biphenyls, corrosive, reactive, ignitable, toxic, reproductive toxic, carcinogenic or any other substances, materials, wastes, products, chemicals or compounds which are controlled or regulated by any federal, state or local law, rule or regulation, regardless of quantity or levels and whether injurious by themselves or in combination with other materials.

7.6 Lessee's Authority. Lessee has the unrestricted right and authority to execute this Lease. Each person signing this Lease on behalf of Lessee is authorized to do so. When signed by Lessee, this Lease constitutes a valid and binding agreement enforceable against Lessee in accordance with its terms.

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 has the unrestricted right and authority to execute this Lease and to grant to Lessee the rights granted hereunder. Each person signing this Lease on behalf of Owner is authorized to do so. When signed by Owner, this Lease constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

8.2 Conflict with Other Agreements. Neither the execution and delivery of this Lease, nor incurring of the obligations set forth herein, nor compliance by Owner with the terms and provisions of the Lease, will conflict with or result in a default under, any indebtedness or any contract, deed of trust, loan, agreement, lease or other agreements or instruments pertaining to Owner and/or the Property.

8.3 Litigation. There are no current, pending or contemplated actions, administrative inquiries or proceedings, suits, arbitrations, claims or proceedings commenced by any person or governmental entity affecting Owner and/or the Property or any portion thereof.

8.4 Violations of Law. Owner has not received notice from any governmental agency pertaining to the violation of any law or regulation affecting the Property or any portion thereof, and Owner has no knowledge of any facts which might be a basis for any such notice.

8.5 No Interference. 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 evaluation, investigation, construction, installation, maintenance, or operation of the Solar Facilities and/or access over the Property to such Solar Facilities and/or Lessee's rights granted hereunder to use the Property for any other Solar Energy Purposes. Without limiting the generality of the foregoing, Owner shall not (and shall not permit others to) disturb or interfere with the unobstructed flow of radiant energy emitted by the sun upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing buildings or other structures or facilities, or by engaging 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. Owner shall be entitled to grant a lien or otherwise encumber Owner's fee estate in the Property or interest in this Lease (a "**Fee Mortgage**") to a Fee Mortgagee (as hereinafter defined); provided, said grant or encumbrance entered shall be subject to this Lease, any modifications or extensions hereof or any new lease so made pursuant to Section 10.3 (collectively, "**Modifications**"), and all rights of Lessee under this Lease (including Leasehold Mortgage, sublessee and any party claiming by and through Lessee). The grant of a lien or encumbrance by Owner in favor of Fee Mortgagee shall be subordinate to and shall not be a lien prior to this Lease, any Modifications, or any Leasehold Mortgage placed thereon. Any encumbrance by Owner shall not be deemed to give



any such assignee any greater rights than Owner hereunder or the right to cancel the Lease or any Modifications unless there is an Event of Default on the part of Lessee (which remains uncured by either Lessee or the Leasehold Mortgagee) which, under the terms of this Lease or any Modifications, gives Owner a right to cancel this Lease or any Modifications, and withhold from such Leasehold Mortgagee a new lease pursuant to Section 10.3. As used herein, the term “**Fee Mortgage**” collectively includes any financial institution or other person or entity that from time to time provides secured financing to Owner secured all or in part by the Property, and any agent, security agent, collateral agent, indenture trustee, loan trustee, loan participant or participating or syndicated lenders involved in whole or in part in such financing, and their respective representatives, successors and assigns. If Owner’s interest in this Lease is encumbered by a Fee Mortgage, if requested by Lessee, Owner shall obtain and deliver to Lessee a non-disturbance agreement and subordination agreement from the applicable Fee Mortgagee in a form reasonably acceptable to Lessee.

8.6 Indemnity. Owner will indemnify, defend and hold harmless Lessee and Lessee’s members and employees (collectively, “**Lessee’s Indemnified Parties**”) against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys’ fees, in each case to the extent resulting from or arising out of physical damage to property or physical injury to any person on the Property, and in each case to the extent caused by Owner’s negligence or willful misconduct on the Property. This indemnification shall survive the termination of this Lease. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or willful misconduct of Lessee or any of Lessee’s Indemnified Parties.

8.7 Liens and Tenants. Except with respect to any lease agreements provided to Owner within fifteen (15) days after the Effective Date pursuant to Section 2.2(b) above, Owner represents that there are no unrecorded liens, encumbrances, leases, mortgages, deeds of trust, security interests, claims, disputes or other exceptions to Owner’s right, title or interest in the Property. Prior to the commencement of the Construction and Operation Term, Owner shall terminate any leases pertaining to the Property other than this Lease. During the Term, Owner shall cooperate with Lessee in Lessee’s efforts to obtain any mineral and/or petroleum accommodation agreements and exercise best efforts to obtain non-disturbance, subordination, release, reconveyance, relocation agreement and/or other title curative agreements from any person or entity with a lien, encumbrance, mortgage or other exception to Owner’s fee title to the Property as requested by Lessee in order to facilitate development and financing of the Solar Facilities. If Owner and Lessee are unable to obtain such agreements from any person or entity holding an interest in the Property, and Owner defaults on its obligations to such holder, then Lessee shall be entitled (but not obligated) to fulfill Owner’s obligations to such holder and may offset the cost of doing so against future payments due Owner under this Lease. Owner also shall provide Lessee with any further assurances and shall execute any owner’s affidavits, mechanics lien indemnities, estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes, title insurance purposes or otherwise reasonably requested by Lessee. After the Effective Date, other than with respect to a Fee Mortgage complying with Section 8.5 above, Owner shall not without the prior written consent of Lessee voluntarily create or acquiesce in the creation of any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters or other exception to title to the Property, and Owner shall not create or suffer any monetary lien or



encumbrance against the Property unless the holder thereof enters into a non-disturbance or similar agreement in a form reasonably acceptable to Lessee, which protects and preserves the priority of all of Lessee's rights hereunder (and any amendment hereto) in the event of a foreclosure of such monetary lien.

8.8 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 permits and approvals, 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, including execution of applications for such approvals, and including participating in any appeals or regulatory proceedings respecting the Solar Facilities. To the extent permitted by law, Owner hereby waives enforcement of any applicable setback requirements respecting the Solar Facilities to be placed on the Property or any such facilities to be placed upon property adjacent to the Property. The Owner cooperation contemplated is intended only for Owner to provide any required Owner signatures as the holder of fee title to the Property. Should Owner agrees at Lessee's request to provide Lessee with additional support acquiring mineral or petroleum accommodation agreements, governmental approvals, permits and other property rights and entitlements, Lessee shall reimburse Owner for the time spent providing such Lessee requested assistance at a rate of \$85 per hour plus reasonable expenses and other expenses approved in writing in advance by Lessee. However, Owner shall at its cost remove or subordinate any liens, encumbrances or mortgages required for financing the Solar Facilities.

8.9 Conveyances, Other Agreements, and Owner's Cooperation. In connection with the exercise of the rights of Lessee hereunder, Lessee, shall also have the right, without further act or consent of Owner with respect to grants that do not extend beyond the expiration of the Term, and with Owner's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, with respect to grants that will extend beyond the expiration of the Term: (a) to grant directly or (b) cause Owner to promptly grant to any party (a "Grantee") such rights or interests in or to the Property that are reasonably necessary or convenient for the Lessee's use of the Property for the Solar Facilities as permitted pursuant to Section 3.3, including, without limitation, easements and similar associated rights to construct, operate, and maintain transmission, substation, collection, distribution, interconnection or switching lines or facilities pursuant to a standard form of easement or other similar agreement, lot line adjustments, lot line mergers, right-of-way dedications, or rights of abandonment (collectively, the "Additional Rights"). It is agreed that it would be unreasonable for Owner to withhold, condition, or delay its consent to any of the Additional Rights to the extent that the grant of the right or interest is necessary for the operation of the Solar Facilities.

8.10 Hazardous Materials.

(a) Owner shall not violate any Environmental Laws in, on or under the Property. Owner shall indemnify Lessee against any such violation of Environmental Laws that: (i) exists as of the Effective Date, or (ii) is caused by Owner or Owner's agents and occurs after the Effective Date.. The Owner shall promptly notify the Lessee of any such violation. This provision shall survive termination of the Lease.

(b) To 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. To Owner's knowledge, 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 Law. Neither Owner nor, to 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.

8.11 Full Disclosure. To Owner's knowledge, Owner has delivered or made available to Lessee true, complete and accurate copies of all reports, studies, documents, agreements, memoranda, correspondence, papers, diagrams and photographs in Owner's possession or control which are material to evaluating the Property.

8.12 Title Policy. Owner holds the entire fee simple interest in the Property. Owner shall reasonably cooperate with Lessee (including by executing a customary lien, possession, and encumbrance affidavit and indemnity) in Lessee's efforts to obtain an ALTA Extended Coverage Owner's Policy of Title Insurance with a Leasehold Owner's Policy Endorsement, with liability in an amount reasonably satisfactory to Lessee insuring that leasehold title to the applicable Property is vested in Lessee or Lessee's designated affiliate free of encumbrances, except as permitted herein or otherwise approved by Lessee, and including such endorsements as Lessee may reasonably require. All transaction costs including title insurance costs, shall be paid in accordance with custom in the county in which the Property is located.

9. Assignment. Subject to Section 8.5, each Party shall have the right and authority to sell, convey, assign, sublease or otherwise transfer, and/or collaterally assign, mortgage or encumber to one or more persons any or all of its right, title and interest under this Lease to one or more persons (each, an "Assignee"); provided that as condition to the effectiveness of any actual assignment of Lessee's entire interest under this Lease (as opposed to a mere collateral assignment), the Assignee must either (i) post Removal Security satisfying the Lessee obligation in Section 11.5 in substitution of Lessee's Removal Security with respect thereto, or (ii) assume the existing Removal Security obligation. The assigning Party shall notify the other Party in writing of any such assignment and the name and address of any Assignee.

10. Mortgagee Protection. In the event that any mortgage, deed of trust or other security interest in this Lease or in any Solar Facilities is entered into by Lessee or any Assignee (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 10. Lessee or any Leasehold Mortgagee shall send written notice to Owner of the name and address



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of any such Leasehold Mortgagee, as well as any change of the name or address of any Leasehold Mortgagee.

10.1 Leasehold Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Leasehold Mortgagee shall have the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the leasehold estate by any lawful means; (c) to 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) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold estate to a third party. Owner's consent shall not be required for the acquisition of the encumbered leasehold estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10.3 New Lease to Mortgagee. If this Lease terminates because of Lessee's default or if the leasehold estate is foreclosed, or if the Lease is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, the Owner shall, upon written request from any Leasehold Mortgagee within ninety (90) days after such event, enter into a new lease (the "**New Lease**") for the Property, 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 Lease, subject to the same terms and conditions set forth in this Lease, as if this Lease had not been terminated.

(b) The New Lease shall be executed within thirty (30) days after receipt by Owner of written notice of the Leasehold Mortgagee's election to enter into a New Lease, provided said Leasehold Mortgagee: (i) pays to Owner all rent and other monetary charges payable by Lessee under the terms of the Lease up to the date of execution of the New Lease, as if the Lease had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Lessee under the terms of the Lease, 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 Lease up to the date of commencement of the New Lease, except those obligations which constitute non-





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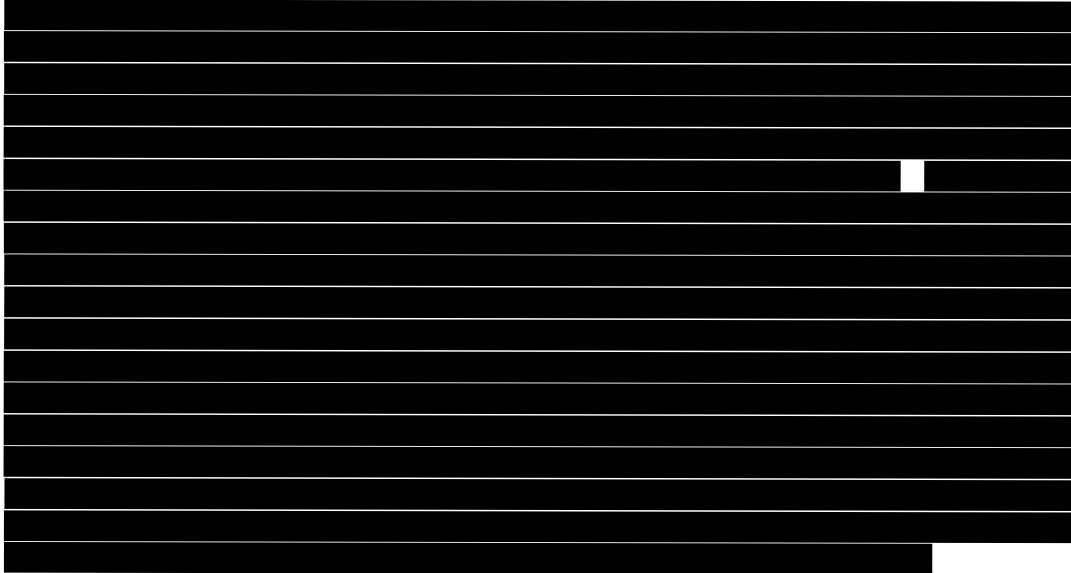
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12. Miscellaneous.

12.1 Force Majeure. If performance of the Lease or of any obligation hereunder and/or Lessee's ability to operate the Solar Facilities and to transmit and sell power therefrom to a third party purchaser is prevented, interfered or 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, and/or with respect to an event preventing, interfering or hindering Lessee's ability to operate the Solar Facilities and/or to transmit and sell power, the Rent payment obligation shall be abated, to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid, remove or repair such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "**Force Majeure**" means fire, earthquake, flood, or other casualty or accident; epidemic, strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition beyond the reasonable control and without the fault or negligence of the Party claiming Force Majeure.

12.2 Condemnation. Should title or possession of all of the Property be taken in condemnation proceedings by a government agency or governmental body under the exercise of the right of eminent domain, or should a partial taking render the remaining portion of the Property unsuitable for Lessee's use, then, at Lessee's written election, this Lease shall terminate upon the vesting of title or taking of possession. All payments made on account of any taking by eminent domain shall be apportioned between the valuation given to Lessee's interest under this Lease and the Solar Facilities (collectively "**Lessee's Interest**") and the valuation given to Owner's interest in this Lease and its reversionary interest in the Property, valued as unimproved and unentitled land (collectively, "**Owner's Interest**"), and Lessee shall not be required to pursue a separate award from the condemning authority, nor shall Lessee's right to condemnation proceeds under this Section 12.2 be affected by the refusal of the condemning



authority to make a separate award in favor of Lessee. The portion relating to Lessee's Interest shall be paid to Lessee, and the portion relating to the Owner's Interest shall be paid to Owner; provided that, to the extent not already included as part of Lessee's Interest, Lessee shall also be entitled to any award made for the reasonable removal and relocation costs of any Solar Facilities that Lessee has the right to remove, and for the loss and damage to any such Solar Facilities that Lessee elects or is required not to remove, and for any loss of income from the Solar Facilities, and for the loss of use of the Property by Lessee to the extent of Lessee's interest as lessee, the loss in value of the Lessee's interest under the Lease, and loss of any goodwill. The balance of any award, including severance damage, if any, shall be payable to Owner. It is agreed that Lessee shall have the right to participate in any condemnation proceedings and settlement discussions and negotiations thereof and that Owner shall not enter into any binding settlement agreement without the prior written consent of Lessee, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee's share of the award shall be paid to the Leasehold Mortgagee, if any, if and to the extent required by the Leasehold Mortgage. Lessee's Rent obligations hereunder shall be reduced in proportion to the extent any condemnation of a portion of the Property adversely impacts Lessee's generation of revenue from the Solar Facilities as reasonably agreed by Owner and Lessee. If Owner and Lessee cannot reasonably agree within six (6) weeks of such taking, such adverse impact shall be determined by an independent engineer reasonably acceptable to both Owner and Lessee, and if Owner and Lessee do not agree upon an independent engineer within four (4) additional weeks, then one shall be appointed as promptly as reasonably possible by a court having jurisdiction as provided in Section 12.7 below.

12.3 Confidentiality. To the full extent allowed by law, 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 Lease, 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 (i) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents, or (ii) 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. To the full extent permitted by law, Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee. Notwithstanding the foregoing, Owner may provide information as required or appropriate to attorneys, accountants, lenders, or third parties who may be assisting Owner or with whom Owner may be negotiating in connection with the Property, Owner's financial or other planning, or as may be necessary to enforce this Lease.

12.4 Successors and Assigns/Runs With the Property. The Lease shall inure to the benefit of and be binding upon Owner and Lessee and their respective heirs, transferees, successors and assigns with respect to the Property and the Lease, and all persons claiming under them. The Property shall be held, conveyed, assigned, hypothecated, encumbered, used and occupied subject to the covenants, terms and provisions set forth in this Lease, which covenants, terms and provisions shall run with the Property, and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.



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References to Lessee in this Lease shall be deemed to include Assignees that hold a direct ownership interest in the Lease and actually are exercising rights under this Lease to the extent consistent with such interest.

12.5 Notices. Unless otherwise specifically provided herein, any approval, disapproval, demand, notice or other like communication reasonably intended to provide notice (“**Notice**”) required or permitted to be given hereunder shall be in writing to the applicable party’s address specified below (as the same may be modified as provided below) and may be served (a) personally, or (b) by commercial delivery or private courier service, or (c) by Federal Express or other national overnight delivery service, or (d) by registered or certified mail (return receipt requested, postage prepaid), or (e) by email transmission, to the respective email addresses set forth below so long as any email notice contains the following in the subject line in all caps: “OFFICIAL NOTICE UNDER HOPE LEASE”), which Notice shall be effective (i) upon personal delivery, (ii) upon the date of actual delivery if delivered by Federal Express or another nationally recognized or other commercial or private delivery service provided delivery is made during regular business hours or if receipt is acknowledged by a person reasonably believed by the delivering party to be the recipient, or a family member, member, principal or employee of the recipient, (iii) when received as indicated by the date on the return invoice or receipt showing delivery if delivered by the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iv) when sent by email with written confirmation of receipt by the other party (which shall expressly exclude any automatic “out of office” response from the recipient). Notice of change of any address, telephone or email address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or, the inability to deliver because of changed address of which no Notice was given shall be deemed to constitute receipt of the Notice.



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If to Owner:

\_\_\_\_\_  
\_\_\_\_\_

Email:

with copy to:

\_\_\_\_\_  
\_\_\_\_\_

Email:

If to Lessee:

Naturgy Candela Devco LLC  
c/o Naturgy Renovables SLU  
Avenida SAN LUIS 77 Edificio G pl. PB  
28033 Madrid  
Spain  
Attn: Marta Barrionuevo Huélamo  
Email: [mbarrionuevo@naturgy.com](mailto:mbarrionuevo@naturgy.com)

with a copy to :

Naturgy Candela Devco LLC  
c/o Naturgy Renovables, SLU  
Avenida SAN LUIS 77 Edificio I pl. 04  
28033 Madrid  
Spain  
Attn: Rafael López Alarcón  
Email: [rllopeza@naturgy.com](mailto:rllopeza@naturgy.com)

Naturgy Candela Devco LLC  
c/o Candela Renewables, LLC  
500 Pine Street, Suite 500  
San Francisco, CA 94111  
Attn: Brian Kunz, CEO  
Email: [Brian.Kunz@Candelarenewables.com](mailto:Brian.Kunz@Candelarenewables.com)

12.6 Entire Lease; Amendments. This Lease constitutes the entire agreement between Owner and Lessee respecting the leasehold rights and obligations of the parties pertaining to the Property. This Lease 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. Provided that no material default in the performance of Lessee's obligations under this Lease shall have occurred and remain uncured, Owner shall cooperate with Lessee in amending this Lease from time to time to include any provision that may be reasonably requested by Lessee for the purpose facilitating a financing related to its Solar Facilities.

12.7 Legal Matters. This Lease shall be governed by and interpreted in accordance with the laws of the State of Kentucky, without regard to its choice of law rules. 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 Lease and is hereby waived. The prevailing party in any action or proceeding for the enforcement, protection or establishment of any right or remedy under this Lease shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party. Each Party shall pay for its own legal costs incurred in preparing and negotiating this Lease.

12.8 Partial Invalidity. Should any provision of this Lease 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 Lease, the parties agree that in no event shall the term of this Lease be longer than the longest period permitted by applicable law.

12.9 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 energy established by any local, state or federal government, then, at Lessee's option, Owner and Lessee shall exercise good faith and negotiate an amendment to this Lease or replace it with a different instrument so as to convert Lessee's interest in the Property to a substantially similar interest that makes Lessee eligible for such credit, benefit or incentive.

12.10 No Broker. Owner and Lessee each represent and warrant to the other that no broker or finder is entitled to any commission or finder's fee resulting from any action on its part in connection with this Lease. Each party agrees to indemnify, defend and hold the other harmless against any claim, loss, damage, cost or liability for any broker's commission or finder's fee asserted as a result of its own act or omission in connection with the execution of this Lease.

12.11 Waiver of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT, WHETHER BASED IN CONTRACT, INDEMNITY, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY HERETO, OR ITS AFFILIATES OR ITS AND THEIR RESPECTIVE DIRECTORS, MANAGERS, OFFICERS, SHAREHOLDERS, PARTNERS, MEMBERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES, BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF, RELATE TO, OR ARE OTHERWISE ATTRIBUTABLE TO THIS LEASE OR THE PERFORMANCE OR NON-PERFORMANCE OF DUTIES HEREUNDER.

12.12 Counterparts. This Lease 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. Facsimile or PDF counterparts delivered by email shall be deemed originals.

**SIGNATURES TO FOLLOW ON NEXT PAGE**



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

“Owner”

“Lessee”

Larry R. Hope  
Larry Hope

Date: Nov. 2, 2021

Kenneth Hope  
Kenneth Hope

Date: Nov 2, 2021

Kathy Ann Hope  
Kathy Ann Hope

Date: Nov 2, 2021

**Naturgy Candela Devco LLC**, a Delaware  
limited liability company

DocuSigned by:  
Brian Kunz  
By: 92FB6CD35B34408...

Name: Brian Kunz

Its: Authorized Representative

Date: 12/9/2021

DocuSigned by:  
Nikolas Novograd  
By: 2AB787AC16A741B...

Name: Nikolas Novograd

Its: Authorized Representative

Date: 12/9/2021

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## EXHIBIT A

### The Property

The real property located in Metcalfe County, Commonwealth of Kentucky described as follows:

Parcel IDs/APN: [REDACTED] consisting of approximately [REDACTED]





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**SOLAR FACILITY GROUND LEASE**

**By and Between**

**Harold and Dorothy Paull**, a married couple; By Dorothy Paull, a married woman and as  
Power of Attorney for Harold Paull  
collectively, as "Owner"

**and**

**Naturgy Candela Devco LLC**  
a Delaware limited liability company

as "Lessee"

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### **SOLAR FACILITY GROUND LEASE**

This Solar Facility Ground Lease (this "**Lease**") is by and between **Harold and Dorothy Paull**, a married couple, by Dorothy Paull, a married woman and as Power of Attorney for Harold Paull(collectively, "**Owner**"), and **Naturgy Candela Devco LLC**, a Delaware limited liability company ("**Lessee**"), and in connection herewith, Owner and Lessee agree, covenant and contract as set forth in this Lease. Owner and Lessee are sometimes referred to in this Lease as a "**Party**" or collectively as the "**Parties**", and this Lease shall be dated and effective as of the date the final Party signatory executes this Lease as set forth on the signature page at the end of the Lease (the "**Effective Date**").

1. **Property.** Owner holds a fee simple interest in that certain real property consisting of approximately [REDACTED] located in the County of Metcalfe, State of Kentucky legally described on **Exhibit A** attached hereto and incorporated herein by reference, and is leasing to Lessee all of Owner's right, title and interest in such real property, including in any rights, hereditaments and benefits appurtenant thereto and improvements thereon, including, any easements and rights-of-way benefiting such real property, any water rights and all surface rights (including subsurface rights down to 250 feet) pertaining to minerals, caliche, gravel and/ or hydrocarbons relating thereto, as well as the right to access and utilize all radiant energy emitted from the sun upon, over and across said real property (collectively, the "**Property**"). For good and valuable consideration, Owner hereby leases the Property to Lessee pursuant to the terms and conditions of this Lease. Concurrently with execution of this Lease, Owner and Lessee shall execute and notarize the Memorandum of Lease in the form attached as **Exhibit B** hereto (the "**Memorandum**"), and shall record such Memorandum in the Office of the Metcalfe County Recorder's Office as promptly as reasonably possible.

2. **Feasibility Period and Development Term.**

2.1 **Development Term.** **Development Term.** The development term (the "**Development Term**") of this Lease commences on the Effective Date and shall end on the earlier of (i) the date that Lessee selects for the commencement of the Construction and Operation Term (as defined below) of the Lease as set forth in a written notice delivered to Owner (the "**C&O Term Commencement Notice**"), (ii) the date Lessee commences the installation of Solar Generating Equipment (as defined in **Section 3.3** below) on the Property, (iii) the date Lessee notifies Owner that Lessee elects to terminate this Lease ("**Termination Notice**"), and (iv) the day preceding the fifth (5th) anniversary of the Effective Date (the "**Development Term Expiration Date**"). The date selected by Lessee for the commencement of the Construction and Operation Term must be at least [REDACTED] after delivery of the C&O Term Commencement Notice, unless the C&O Term Commencement Notice is delivered within [REDACTED] prior to the scheduled expiration date of the Development Term, in which case the Construction and Operation Term will commence as of the expiration of the Development Term. In the event Lessee delivers a Termination Notice, Lessee and Owner shall execute and record an agreement memorializing the termination of the Lease (a "**Termination Memorandum**") and record such Termination Memorandum in the Office of the Metcalfe County Recorder's Office as promptly as reasonably possible. In the event Lessee fails to execute and deliver the Termination Memorandum after delivering a Termination Notice within [REDACTED] after Owner's written request, Owner is

hereby authorized to execute and record the Termination Memorandum as Lessee's authorized signatory.

**2.3 Lessee's Activities During Feasibility Period and Development Term.**

(a) During the first [REDACTED] of the Development Term (the "**Feasibility Period**") and continuing for the remainder of the Development Term, Lessee and its representatives, agents, and contractors shall have the right to enter upon the Property in connection with Lessee's evaluating the Property and determining the feasibility of solar energy conversion and power generation on the Property, including, without limitation, the right to conduct the studies and inspections referred to in this Section 2.2; provided that Lessee shall provide Owner with reasonable advance notice of the dates Lessee contemplates that Lessee and/or its representatives, agents, and contractors are planning to enter upon the Property for such purposes. Such right of entry shall include, but not be limited to, (1) the right to conduct geotechnical, biological and cultural resource investigations; (2) the right to install solar monitoring station(s) and to conduct studies of the solar energy emitted upon, over and across the Property and gather other meteorological data; and (3) the right to conduct Phase I and Phase II environmental site assessments.

(b) To assist Lessee's feasibility review, Owner shall cooperate in Lessee's review and within thirty (30) days after the Effective Date, Owner shall provide Lessee with documentation evidencing the authority of Owner (and the person executing this Lease on behalf of Owner) to enter into this Lease, and copies of all leases, contracts, studies, reports, maps, surveys, litigation documentation, correspondence and any other materials in Owner's possession or reasonable control that are material to evaluating the Property, including, without limitation, the following documents: (a) any and all leases or other documents referencing a right to occupy, farm, mine or produce hydrocarbons from the Property; (b) copies of documents creating liens against the Property; (c) all soils, seismic, environmental and toxics studies, reports, surveys and assessments, and all documents, correspondence, applications, permits and other communications to or from any government agency in connection with any Hazardous Materials (as defined below) or any environmental condition of the Property, including any underground storage tanks; (d) title policies; and (e) information regarding water rights and existing wells.

(c) During the Feasibility Period and the remainder of the Development Term, Lessee will be working to determine whether it will be feasible to use the Property for Solar Energy Purposes (as defined in Section 3.3 below). This determination will be made based upon a variety of factors including Lessee's evaluation of the Property pursuant to the physical, geotechnical, environmental and title review of the Property, as well as Lessee's ability during the Development Term to obtain the necessary permits and interconnection and power purchase contracts required for constructing and operating the Solar Facilities (as defined in Section 3.3(a) below) on the Property.

**2.4 Owner's Use of the Property during the Development Term.** During the Development Term, (i) Owner shall have the right to continue to use the Property for agricultural, ranching and/or other reasonable purposes so long as the Property is maintained substantially in



accordance with its condition as of the Effective Date and in compliance with all applicable laws, (ii) Owner shall not voluntarily take any action to render any of the representations or warranties of Owner set forth herein incorrect, (iii) since Owner understands that Lessee is intending to use the Property for the Solar Facilities, Owner shall not modify or extend any leases or other agreements granting other parties rights to use or possess the Property without Lessee's prior written consent, or enter into new leases or any other agreements or otherwise grant (actively or permissively) any rights to other parties to use or possess the Property unless such leases or agreements are terminable without cause and without any payment or other obligation upon [REDACTED] prior written notice, and (iv) Owner shall not make any material alterations to the Property, and (v) Owner shall pay for all materials and services furnished to the Property at the request of the Owner.

3. **Construction and Operation Term.**

3.1 **Construction and Operation Term.** Unless Lessee delivers a Termination Notice prior to such date, the Construction and Operation Term of this Lease shall commence upon the date (the "**Construction and Operation Term Commencement Date**") that is the earlier of (i) the date set forth in the applicable C&O Term Commencement Notice, (ii) the date Lessee commences the installation of Solar Generating Equipment (as defined in Section 3.3 below) on the Property, or (iii) the Development Term Expiration Date, and shall continue thereafter until the day preceding the twenty-fifth (25th) anniversary of the Construction and Operation Term Commencement Date (as the same may be extended for up to four (4) Extension Terms pursuant to Section 3.2 below, the "**Construction and Operation Term**").

3.2 **Extension Options.** Lessee shall also have up to four (4) extension rights, upon written notice to Owner at least one hundred eight (180) days prior to the expiration of the Construction and Operation Term or each Extended Term (as hereinafter defined), as applicable, to extend the Construction and Operation Term for one (1) additional period of five (5) years on each such occasion (each, an "**Extended Term**"), such that, if all such extensions are exercised, the total term of the Construction and Operation Term may extend up to a maximum of forty-five (45) years. The Development Term, together with the Construction and Operation Term shall be referred to herein collectively, as the "**Term**".

3.3 **Construction and Operation Term Lease Rights.** During the Construction and Operation Term (as the same may be extended pursuant to Section 3.2), Lessee shall have the exclusive right to use and possess the Property. Lessee shall have the right to use the Property for the purposes described in Section 2.2, as well as Solar Energy Purposes (as hereinafter defined) and to derive all profits, rents, royalties, credits and profits therefrom. For purposes of this Lease, the meaning of "**Solar Energy Purposes**" includes, without limitation, the right to convert the radiant energy emitted by the sun into electrical energy and to collect, store and transmit electrical energy, together with any and all activities related thereto, including, without limitation, constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, solar energy collection and electrical generating and storage 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 and communications lines, electric transformers, telecommunications equipment, roads, meteorological towers and solar energy measurement and storage equipment,

control buildings, operations and maintenance buildings, office trailers, sanitary facilities (porta potties), maintenance yards, substations, switch yards, and related facilities and equipment (the Solar Generating Equipment together with all of the other foregoing equipment and improvements, collectively "**Solar Facilities**"); and undertaking any other activities, including, without limitation, site preparation, grading, vegetation removal, gravel laydown and other ground treatment, whether accomplished by Lessee or a third party authorized by Lessee, that are consistent with the operation of the Solar Facilities and which Lessee reasonably determines are necessary, useful or appropriate. Lessee shall have the right to make all siting decisions with respect to the Solar Facilities on the Property. Lessee's rights with respect to the Property during the Construction and Operation Term shall also include the following rights:

(a) Land Management Rights. During the Construction and Operation Term Lessee may, as reasonably necessary grade, level, mow, remove, relocate, trim, prune, top or otherwise control the growth of any tree, shrub, plant or other vegetation; relocate, dismantle, demolish, and remove any improvement, structure, embankment, impediment, berm, wall, fence or other object, on or that intrudes (or could intrude) into the Property that could obstruct, interfere with or impair the process of installing, operating, maintaining, repairing and/or replacing any of the Solar Facilities or otherwise interferes with the use of the Property by Lessee hereunder and/or conduct such other activities related to installing, maintaining, operating, repairing and replacing the Solar Facilities.

(b) Right to Control Access. Subject to the terms of this Lease and applicable law, during the Construction and Operation Term, Lessee shall have the right under the Lease to control and restrict access onto and over the Property and exclude others (other than any parties with preexisting easement rights of record or other rights approved by Lessee), and Lessee may, at its sole expense, construct and maintain security devices on the Property which Lessee deems appropriate and necessary for the protection of the Solar Facilities, including, but not limited to, any type of fencing, security monitoring or other security safeguards.

(c) Water Supply. If and to the extent Owner has sufficient water rights to do so, Owner shall provide water to Lessee for construction and operation purposes during the Construction and Operation Term at the market rate for untreated ground water provided that Lessee shall obtain a credit against the cost of such water for one-half of any costs Lessee incurs to upgrade and install any water facilities to obtain, pump and deliver such water. Lessee shall have the right to install water infrastructure facilities on the Property as required to obtain pump and deliver such water, including, but not limited to, wells, pipelines, pump(s), meter(s), concrete pads, wooden power poles and power lines and other electrical power facilities to power the pump and related water infrastructure facilities, switches, electrical and communications wires and cables, pumping facilities, wires and cables for the conveyance of electric energy and communications purposes required in connection with the supply of water, and any related support structures, foundations, fences, gates, conduit, footings and other appliances, equipment, facilities and fixtures for use in connection with such water infrastructure facilities.

3.4 Owner Access. During the Construction and Operation Term, Owner shall have the right to reasonably access the Property at reasonable intervals and at reasonable times and upon at least forty-eight hours prior advance written notice to Lessee to inspect the Property. Any such access shall not materially interfere with Lessee's use of the Property for Solar Energy



Purposes and occupancy of the Property in any manner. Owner's foregoing right of inspection must be on an escorted basis with Lessee, its agents or employees in compliance with established site and safety procedures and does not include the right to climb onto or into Solar Facilities or to come into physical contact with any transmission facilities without the prior written consent of Lessee. Owner shall abide by all reasonable safety measures instituted by or on behalf of Lessee as to which Owner has received notice. Notwithstanding the foregoing, in the event Owner sells standing timber located on the Property, the purchaser thereof, upon thirty (30) days' prior written notice to Lessee, shall be permitted to access those parts of the Property as needed for the purposes of cutting and removing such timber (collectively, "**Timber Removal Activities**"); provided, however, that no such entry or activity may materially interfere with Lessee's use of the Property for Solar Energy Purposes and occupancy of the Property in any manner, and Owner agrees to indemnify, defend and hold harmless Lessee and Lessee's members and employees against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, arising or resulting from any physical damage to property (including Solar Facilities), physical injury to any person on the Property, or loss of use of the Solar facilities, caused by any Timber Removal Activities.

4. **Payments.**

4.1 **Development Term Rent.**

(a) Lessee shall pay to Owner as rent in consideration of the rights granted hereunder with respect to the Property during the Development Term the amount of [REDACTED] ("**Development Rent**"), which after the first year shall be paid in quarterly installments of [REDACTED]. Subject to receiving the information set forth in Section 4.1(c) below from each Owner party, within [REDACTED] after the Effective Date, Lessee shall deliver to Owner the first quarterly Development Rent payment in the amount of [REDACTED] which shall be non-refundable other than in the event of an Owner default hereunder. Unless Lessee has terminated the Lease, on or prior to the expiration of the Feasibility Period, Lessee shall deliver the balance of the first annual Development Rent payment to Owner in the amount of [REDACTED] upon the expiration of the Feasibility Period.

(b) The remaining quarterly Development Rent payments of [REDACTED] during the Development Term shall be paid on or before the first day of each succeeding quarter commencing as of the first anniversary of the Effective Date and thereafter continuing until the expiration or termination of the Development Term with respect to the Property. If the Development Term ends on any day other than the end of a quarterly Development Rent period, Development Rent paid for the portion of such quarter after the expiration of the Development Term shall be credited to payments due during the Construction and Operation Term.

(c) Simultaneously with the execution and delivery of this Lease (or as soon thereafter as reasonably possible), each Owner party shall provide Lessee (or the escrow holder, if payments are being made from escrow) with (i) a completed Internal Revenue Service Form W-9 for such Owner party, and (ii) the wire instructions/ACH bank transfer information

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which such Owner party wants Lessee to utilize to make the payments to such Owner party, together with a telephone number for such Owner party which can be utilized to confirm such Owner party's wire instructions/ACH bank transfer information and related payment information. Each Owner party understands that it shall be a condition to Lessee's obligation to make the payments hereunder that all of the Owner parties provide the completed Internal Revenue Service Form W-9 and wire instructions/ACH bank transfer information required to be delivered in this Section 4.1(c) to Lessee (or the escrow holder, as applicable), and that no payments under this Lease shall be due or payable to any Owner party unless and until Lessee has received such information from each Owner party. Any payment by Lessee utilizing the wire instructions/ACH bank transfer information provided by the applicable Owner party in this Lease (as the same may be updated by such Owner party by providing notice of such updated information in accordance with Section 12.5 below) shall be deemed delivered in compliance with this Lease.

4.2 Construction and Operation Term Rent. Lessee shall pay to Owner as rent in consideration of the rights granted hereunder with respect to the Property during the Construction and Operation Term, the amount of [REDACTED]

[REDACTED] the Property ("Operating Rent"), which amount shall be paid in annual installments commencing upon the Construction and Operation Term Commencement Date and the first day of each anniversary thereof until the expiration or termination of the Construction and Operation Term (prorated for any partial calendar year).

The Development Rent and Operating Rent are referred to herein collectively as the "Rent".

5. Ownership of Solar Facilities. Owner acknowledges and agrees that Lessee will be the exclusive owner and operator of the Solar Facilities, and that any Solar Facilities installed on the Property are hereby severed by agreement and intention of the parties and shall remain severed from the Property, and shall be considered with respect to the interests of the parties hereto as the property of Lessee or other party designated by Lessee, and, even though attached to or affixed to or installed upon the Property, shall not be considered to be fixtures or a part of the Property and shall not be or become subject to the lien of any mortgage or deed of trust heretofore or hereafter placed on the Property by Owner. Owner hereby waives all rights, statutory or common law, or claims that it may have in the Solar Facilities including, without limitation, any right of distraint. Owner shall have no right, title or interest in the Solar Facilities or any component thereof, notwithstanding that the Solar Facilities may be physically mounted or affixed to the Property. Owner consents to the filing of a disclaimer of the Solar Facilities as a fixture of the Property in the office where real estate records are customarily filed in the jurisdiction of the Property. Except for the Rent payments described in Section 4 above, 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 tax credits.

6. Property Taxes.

6.1 Lessee Tax Obligation – Rollback Assessment. Unless Lessee is paying such taxes directly to the taxing authority as described below, for the period commencing as of the Effective Date and for the remainder of the Term, Lessee shall pay to Owner (i) the amount of any



property taxes applicable to Lessee's Solar Facilities and (ii) the amount of any increase in the real property taxes levied against the Property over and above the then applicable Base Tax Amount (as defined in Section 6.3 below) to the extent such increase is attributable to a change in property tax designation or valuation of the Property resulting from the activities of Lessee and the installation and operation of Lessee's Solar Facilities on the Property including any rollback assessment to the extent resulting from Lessee's activities or Solar Facilities (the "**Rollback Assessment**"), but expressly excluding any rollback assessment due to Owner's failure to continue to maintain the use of the Owner's property outside the Property during the Development Term or to continue to maintain the use of any portion of the Owner's property located outside the Property thereafter (the amounts described in (i) and (ii) of this sentence being referred to as "**Lessee's Property Tax Amount**").

6.2 Tax Bills/Tax Payment. If the property tax statements for the Solar Facilities and the Property are being sent to Owner, Lessee agrees to pay Lessee's Property Tax Amount pertaining to the applicable tax statements to Owner within thirty (30) days after receipt of a copy of the applicable tax statements from Owner. Unless Lessee is paying such taxes directly to the taxing authorities as provided below, Owner shall pay before delinquency all real property taxes and assessments, and shall promptly send to Lessee evidence of payment of the same. If Owner fails to do so, Lessee shall have the right to pay such amounts on Owner's behalf. Any amounts so paid by Lessee may be offset against all or any of the Rent payments next payable by Lessee under this Lease. Lessee may contest the assessed value of the Solar Facilities and Property, and the legal validity and amount of any such taxes for which it is responsible under this Lease, 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 thirty (30) days after Owner receives same, but in no event later than thirty (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; provided, however, that Lessee shall reimburse Owner for its reasonable out-of-pocket expenses, including reasonable attorneys' fees, incurred in connection with providing such assistance. Owner and Lessee shall work together in good faith to cause the taxing authorities to deliver the tax statements for the Property and the Solar Facilities directly to Lessee for the assessments pertaining to the Construction and Operation Term. In the event the taxing authorities provide such tax statements directly to Lessee, Lessee agrees to pay the real property taxes due pursuant to such tax statements directly to the taxing authorities, and Owner agrees to pay the Base Tax Amount to Lessee within thirty (30) days after receipt of a copy of such statements from Lessee. If Owner fails to do so, Lessee may offset the amount of the Base Tax Amount owed by Owner against all or any of the Rent payments next payable by Lessee under this Lease. OWNER AND LESSEE EACH AGREE TO INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY LIABILITY, COST OR EXPENSES, PAID BY THE OTHER PARTY OR FOR WHICH THE OTHER PARTY IS LIABLE, TO THE EXTENT SUCH OTHER PARTY PAID SUCH TAXES OR IS LIABLE DUE TO SUCH INDEMNIFYING PARTY'S FAILURE TO PAY ANY REAL PROPERTY TAXES WHICH SUCH INDEMNIFYING PARTY IS RESPONSIBLE FOR PAYING UNDER THIS LEASE.

6.3 **Owner Tax Obligation.** Unless a rollback assessment were to occur during the Development Term due to Lessee's actions on or with respect to the Property during the Development Term (in which case Lessee is responsible for the rollback assessment for the Development Term as provided for in Section 6.1, and Owner shall be liable for the Base Tax Amount pertaining to the Development Term), Owner shall be liable for all property taxes levied against the Property pertaining to the Development Term. Owner shall be liable for the then applicable Base Tax Amount (as defined below) with respect to the Property for the Construction and Operation Term. The "**Base Year**" shall mean the most recent full annual property tax period prior to the property tax year in which the Construction and Operation Term Commencement Date occurs (or the full annual tax period prior to the date upon which rollback taxes are assessed due to Lessee's actions on or with respect to the Property during the Development Term, if earlier). The "**Base Tax Amount**" shall mean the lesser of (i) the real property taxes levied against the Property during such property tax year, and (ii) the real property taxes levied against the Property during the Base Year increased by [REDACTED] from and after the Base Year through such property tax year, plus, in either case, any rollback assessment and interest assessment due to Owner's failure to continue to maintain the use of the Property during the Development Term or to continue to maintain the use of any portion of the Owner's property located outside the Property thereafter. This Section shall be construed to limit the amount of any actual increase in the real property taxes levied against the Property for which Owner is responsible to a maximum increase of [REDACTED] relative to the Base Year taxes (i.e. no greater than a [REDACTED] calculated on a cumulative basis each year commencing as of the first annual tax year after the Base Year) and any rollback assessment and interest assessment due to Owner's failure to continue to maintain the use of any portion of Owner's property during the Development Term or to continue to maintain the use of any portion of the Owner's property located outside the Property thereafter.

6.4 **Cooperation to Minimize Rollback Tax and obtain Separate Tax Bills.** Prior to the start of the Construction and Operation Term, Owner and Lessee shall cooperate to make coordinated filings to request that the county tax assessor (i) establish separate property tax parcels with respect to the Property and the remainder of the Property located outside the Property if that will be helpful to limiting the scope of any roll back assessment to the Property, and (ii) provide a separate tax bill with respect to Lessee's Solar Facilities.

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

7.1 **Insurance.** Lessee shall, at its expense, maintain a commercial general liability insurance policy in an amount not less than [REDACTED] per occurrence and [REDACTED] in the general aggregate, which has a commercially reasonable deductible. Certificates of such insurance shall be provided to Owner upon request of Owner.

7.2 **Indemnity.** Lessee will indemnify, defend and hold harmless Owner and Owner's members and employees (collectively, "**Owner's Indemnified Parties**") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, in each case to the extent resulting from or arising out of physical damage to property or physical injury to any person on the Property, and in each case to the extent caused by



Lessee's negligence or willful misconduct on the Property. This indemnification shall survive the termination of this Lease. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or willful misconduct of Owner or any of Owner's Indemnified Parties.

7.3 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 Solar Facilities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Property 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. Any such contest or proceeding shall be controlled and directed by Lessee.

7.4 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 pursuant to the Lease; provided, however, that if Lessee wishes to contest any such lien, Lessee shall, within ninety (90) days after it receives notice of the filing of such lien, remove or bond over such lien from the Property pursuant to applicable law.

7.5 Hazardous Materials. Lessee shall comply in all material respects with federal, state, and/or local law, and ordinances, and regulations promulgated thereunder relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any Hazardous Materials ("**Environmental Laws**") in, on under, or about the Property by Lessee. Lessee shall indemnify Owner against any claims arising from a violation of Environmental Laws that is caused by Lessee or Lessee's agents. Lessee shall promptly notify Owner after it becomes aware of any violation of Environmental Law caused by Lessee or Lessee's agents that could reasonably be expected to result in a claim against Owner and shall promptly take all actions, at its sole expense, as are required by applicable Environmental Laws to return the affected area(s) to the condition existing prior to the introduction of any such Hazardous Materials by Lessee or its agents, including, without limitation, any investigation or monitoring of site conditions or any clean up, remediation, response, removal, encapsulation, containment or restoration work required by Environmental Laws because of such violation. This provision shall survive termination of the Lease. For purposes of this Lease, "**Hazardous Materials**" means any flammable explosives, asbestos, asbestos containing materials, radioactive materials, hazardous wastes, petroleum, including crude oil or any fraction thereof, polychlorinated biphenyls, corrosive, reactive, ignitable, toxic, reproductive toxic, carcinogenic or any other substances, materials, wastes, products, chemicals or compounds which are controlled or regulated by any federal, state or local law, rule or regulation, regardless of quantity or levels and whether injurious by themselves or in combination with other materials.

7.6 Lessee's Authority. Lessee has the unrestricted right and authority to execute this Lease. Each person signing this Lease on behalf of Lessee is authorized to do so. When signed by Lessee, this Lease constitutes a valid and binding agreement enforceable against Lessee in accordance with its terms.

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 has the unrestricted right and authority to execute this Lease and to grant to Lessee the rights granted hereunder. Each person signing this Lease on behalf of Owner is authorized to do so. When signed by Owner, this Lease constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

8.2 **Conflict with Other Agreements.** Neither the execution and delivery of this Lease, nor incurring of the obligations set forth herein, nor compliance by Owner with the terms and provisions of the Lease, will conflict with or result in a default under, any indebtedness or any contract, deed of trust, loan, agreement, lease or other agreements or instruments pertaining to Owner and/or the Property.

8.3 **Litigation.** There are no current, pending or contemplated actions, administrative inquiries or proceedings, suits, arbitrations, claims or proceedings commenced by any person or governmental entity affecting Owner and/or the Property or any portion thereof.

8.4 **Violations of Law.** Owner has not received notice from any governmental agency pertaining to the violation of any law or regulation affecting the Property or any portion thereof, and Owner has no knowledge of any facts which might be a basis for any such notice.

8.5 **No Interference.** 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 evaluation, investigation, construction, installation, maintenance, or operation of the Solar Facilities and/or access over the Property to such Solar Facilities and/or Lessee's rights granted hereunder to use the Property for any other Solar Energy Purposes. Without limiting the generality of the foregoing, Owner shall not (and shall not permit others to) disturb or interfere with the unobstructed flow of radiant energy emitted by the sun upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing buildings or other structures or facilities, or by engaging 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. Owner shall be entitled to grant a lien or otherwise encumber Owner's fee estate in the Property or interest in this Lease (a "**Fee Mortgage**") to a Fee Mortgagee (as hereinafter defined); provided, said grant or encumbrance entered shall be subject to this Lease, any modifications or extensions hereof or any new lease so made pursuant to Section 10.3 (collectively, "**Modifications**"), and all rights of Lessee under this Lease (including Leasehold Mortgagee, sublessee and any party claiming by and through Lessee). The grant of a lien or encumbrance by Owner in favor of Fee Mortgagee shall be subordinate to and shall not be a lien prior to this Lease, any Modifications, or any Leasehold Mortgage placed thereon. Any encumbrance by Owner shall not be deemed to give any such assignee any greater rights than Owner hereunder or the right to cancel the Lease or any Modifications unless there is an Event of Default on the part of Lessee (which remains uncured by either Lessee or the Leasehold Mortgagee) which, under the terms of this Lease or any Modifications, gives Owner a right to cancel this Lease or any Modifications, and withhold from such Leasehold Mortgagee a new lease pursuant to Section 10.3. As used herein, the term "**Fee Mortgagee**" collectively includes any



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financial institution or other person or entity that from time to time provides secured financing to Owner secured all or in part by the Property, and any agent, security agent, collateral agent, indenture trustee, loan trustee, loan participant or participating or syndicated lenders involved in whole or in part in such financing, and their respective representatives, successors and assigns. If Owner's interest in this Lease is encumbered by a Fee Mortgage, if requested by Lessee, Owner shall obtain and deliver to Lessee a non-disturbance agreement and subordination agreement from the applicable Fee Mortgagee in a form reasonably acceptable to Lessee.

8.6 Indemnity. Owner will indemnify, defend and hold harmless Lessee and Lessee's members and employees (collectively, "**Lessee's Indemnified Parties**") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, in each case to the extent resulting from or arising out of physical damage to property or physical injury to any person on the Property, and in each case to the extent caused by Owner's negligence or willful misconduct on the Property. This indemnification shall survive the termination of this Lease. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or willful misconduct of Lessee or any of Lessee's Indemnified Parties.

8.7 Liens and Tenants. Except with respect to any lease agreements provided to Owner within fifteen (15) days after the Effective Date pursuant to Section 2.2(b) above, Owner represents that there are no unrecorded liens, encumbrances, leases, mortgages, deeds of trust, security interests, claims, disputes or other exceptions to Owner's right, title or interest in the Property. Prior to the commencement of the Construction and Operation Term, Owner shall terminate any leases pertaining to the Property other than this Lease. During the Term, Owner shall cooperate with Lessee in Lessee's efforts to obtain any mineral and/or petroleum accommodation agreements and exercise best efforts to obtain non-disturbance, subordination, release, reconveyance, relocation agreement and/or other title curative agreements from any person or entity with a lien, encumbrance, mortgage or other exception to Owner's fee title to the Property as requested by Lessee in order to facilitate development and financing of the Solar Facilities. If Owner and Lessee are unable to obtain such agreements from any person or entity holding an interest in the Property, and Owner defaults on its obligations to such holder, then Lessee shall be entitled (but not obligated) to fulfill Owner's obligations to such holder and may offset the cost of doing so against future payments due Owner under this Lease. Owner also shall provide Lessee with any further assurances and shall execute any owner's affidavits, mechanics lien indemnities, estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes, title insurance purposes or otherwise reasonably requested by Lessee. After the Effective Date, other than with respect to a Fee Mortgage complying with Section 8.5 above, Owner shall not without the prior written consent of Lessee voluntarily create or acquiesce in the creation of any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters or other exception to title to the Property, and Owner shall not create or suffer any monetary lien or encumbrance against the Property unless the holder thereof enters into a non-disturbance or similar agreement in a form reasonably acceptable to Lessee, which protects and preserves the priority of all of Lessee's rights hereunder (and any amendment hereto) in the event of a foreclosure of such monetary lien.

8.8 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 permits and approvals, 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, including execution of applications for such approvals, and including participating in any appeals or regulatory proceedings respecting the Solar Facilities. To the extent permitted by law, Owner hereby waives enforcement of any applicable setback requirements respecting the Solar Facilities to be placed on the Property or any such facilities to be placed upon property adjacent to the Property. The Owner cooperation contemplated is intended only for Owner to provide any required Owner signatures as the holder of fee title to the Property. Should Owner agrees at Lessee's request to provide Lessee with additional support acquiring mineral or petroleum accommodation agreements, governmental approvals, permits and other property rights and entitlements, Lessee shall reimburse Owner for the time spent providing such Lessee requested assistance at a rate of \$85 per hour plus reasonable expenses and other expenses approved in writing in advance by Lessee. However, Owner shall at its cost remove or subordinate any liens, encumbrances or mortgages required for financing the Solar Facilities.

8.9 Conveyances, Other Agreements, and Owner's Cooperation. In connection with the exercise of the rights of Lessee hereunder, Lessee, shall also have the right, without further act or consent of Owner with respect to grants that do not extend beyond the expiration of the Term, and with Owner's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, with respect to grants that will extend beyond the expiration of the Term: (a) to grant directly or (b) cause Owner to promptly grant to any party (a "**Grantee**") such rights or interests in or to the Property that are reasonably necessary or convenient for the Lessee's use of the Property for the Solar Facilities as permitted pursuant to Section 3.3, including, without limitation, easements and similar associated rights to construct, operate, and maintain transmission, substation, collection, distribution, interconnection or switching lines or facilities pursuant to a standard form of easement or other similar agreement, lot line adjustments, lot line mergers, right-of-way dedications, or rights of abandonment (collectively, the "**Additional Rights**"). It is agreed that it would be unreasonable for Owner to withhold, condition, or delay its consent to any of the Additional Rights to the extent that the grant of the right or interest is necessary for the operation of the Solar Facilities.

8.10 Hazardous Materials.

(a) Owner shall not violate any Environmental Laws in, on or under the Property. Owner shall indemnify Lessee against any such violation of Environmental Laws that: (i) exists as of the Effective Date, or (ii) is caused by Owner or Owner's agents and occurs after the Effective Date.. The Owner shall promptly notify the Lessee of any such violation. This provision shall survive termination of the Lease.

(b) To 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. To Owner's knowledge, 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 an claim under Environmental Law. Neither Owner nor, to 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.

8.11 **Full Disclosure.** To Owner's knowledge, Owner has delivered or made available to Lessee true, complete and accurate copies of all reports, studies, documents, agreements, memoranda, correspondence, papers, diagrams and photographs in Owner's possession or control which are material to evaluating the Property.

8.12 **Title Policy.** Owner holds the entire fee simple interest in the Property. Owner shall reasonably cooperate with Lessee (including by executing a customary lien, possession, and encumbrance affidavit and indemnity) in Lessee's efforts to obtain an ALTA Extended Coverage Owner's Policy of Title Insurance [(form T-1)][include for Texas] with a Leasehold Owner's Policy Endorsement [(form T-4)][include for Texas], with liability in an amount reasonably satisfactory to Lessee insuring that leasehold title to the applicable Property is vested in Lessee or Lessee's designated affiliate free of encumbrances, except as permitted herein or otherwise approved by Lessee, and including such endorsements as Lessee may reasonably require. All transaction costs including title insurance costs, shall be paid in accordance with custom in the county in which the Property is located.

9. **Assignment.** Subject to Section 8.5, each Party shall have the right and authority to sell, convey, assign, sublease or otherwise transfer, and/or collaterally assign, mortgage or encumber to one or more persons any or all of its right, title and interest under this Lease to one or more persons (each, an "Assignee"); provided that as condition to the effectiveness of any actual assignment of Lessee's entire interest under this Lease (as opposed to a mere collateral assignment), the Assignee must either (i) post Removal Security satisfying the Lessee obligation in Section 11.5 in substitution of Lessee's Removal Security with respect thereto, or (ii) assume the existing Removal Security obligation. The assigning Party shall notify the other Party in writing of any such assignment and the name and address of any Assignee.

10. **Mortgagee Protection.** In the event that any mortgage, deed of trust or other security interest in this Lease or in any Solar Facilities is entered into by Lessee or any Assignee (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 10. 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.

10.1 **Leasehold Mortgagee's Right to Possession, Right to Acquire and Right to Assign.** A Leasehold Mortgagee shall have the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the leasehold estate by any lawful means; (c) to 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) to

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acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold estate to a third party. Owner's consent shall not be required for the acquisition of the encumbered leasehold estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



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[REDACTED]

[REDACTED]

[REDACTED]

10.3 New Lease to Mortgagee. If this Lease terminates because of Lessee's default or if the leasehold estate is foreclosed, or if the Lease is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, the Owner shall, upon written request from any Leasehold Mortgagee within ninety (90) days after such event, enter into a new lease (the "New Lease") for the Property, 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 Lease, subject to the same terms and conditions set forth in this Lease, as if this Lease had not been terminated.

(b) The New Lease shall be executed within thirty (30) days after receipt by Owner of written notice of the Leasehold Mortgagee's election to enter into a New Lease, provided said Leasehold Mortgagee: (i) pays to Owner all rent and other monetary charges payable by Lessee under the terms of the Lease up to the date of execution of the New Lease, as if the Lease had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Lessee under the terms of the Lease, 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 Lease up to the date of commencement of the New Lease, except those obligations which constitute non-monetary defaults not susceptible to cure, as described in (ii) above. Any New Lease granted to the Leasehold Mortgagee shall enjoy the same priority as this Lease 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 New Lessee designated by such Leasehold Mortgagee, without the Leasehold Mortgagee assuming the burdens and obligations of Lessee thereunder.

(d) If more than one Leasehold Mortgagee makes a written request for a New Lease pursuant hereto, the New Lease shall be delivered to the Leasehold Mortgagee requesting such New Lease whose Mortgage is prior in lien.





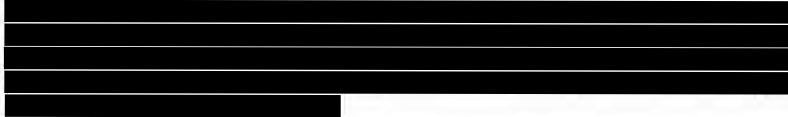
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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



12. **Miscellaneous.**

12.1 **Force Majeure.** If performance of the Lease or of any obligation hereunder and/or Lessee's ability to operate the Solar Facilities and to transmit and sell power therefrom to a third party purchaser is prevented, interfered or 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, and/or with respect to an event preventing, interfering or hindering Lessee's ability to operate the Solar Facilities and/or to transmit and sell power, the Rent payment obligation shall be abated, to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid, remove or repair such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, flood, or other casualty or accident; epidemic, strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition beyond the reasonable control and without the fault or negligence of the Party claiming Force Majeure.

12.2 **Condemnation.** Should title or possession of all of the Property be taken in condemnation proceedings by a government agency or governmental body under the exercise of the right of eminent domain, or should a partial taking render the remaining portion of the Property unsuitable for Lessee's use, then, at Lessee's written election, this Lease shall terminate upon the vesting of title or taking of possession. All payments made on account of any taking by eminent domain shall be apportioned between the valuation given to Lessee's interest under this Lease and the Solar Facilities (collectively "**Lessee's Interest**") and the valuation given to Owner's interest in this Lease and its reversionary interest in the Property, valued as unimproved and unentitled land (collectively, "**Owner's Interest**"), and Lessee shall not be required to pursue a separate award from the condemning authority, nor shall Lessee's right to condemnation proceeds under this Section 12.2 be affected by the refusal of the condemning authority to make a separate award in favor of Lessee. The portion relating to Lessee's Interest shall be paid to Lessee, and the portion relating to the Owner's Interest shall be paid to Owner; provided that, to the extent not already included as part of Lessee's Interest, Lessee shall also be entitled to any award made for the reasonable removal and relocation costs of any Solar Facilities that Lessee has the right to remove, and for the loss and damage to any such Solar Facilities that Lessee elects or is required not to remove, and for any loss of income from the Solar Facilities, and for the loss of use of the Property by Lessee to the extent of Lessee's interest as lessee, the loss in value of the Lessee's interest under the Lease, and loss of any goodwill. The balance of any award, including severance damage, if any, shall be payable to Owner. It is agreed that Lessee shall have the right to participate in any condemnation proceedings and settlement discussions and negotiations thereof and that Owner shall not enter into any binding settlement agreement without the prior written consent of Lessee, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee's share of the award shall be paid to the Leasehold Mortgagee, if any, if and to



the extent required by the Leasehold Mortgage. Lessee's Rent obligations hereunder shall be reduced in proportion to the extent any condemnation of a portion of the Property adversely impacts Lessee's generation of revenue from the Solar Facilities as reasonably agreed by Owner and Lessee. If Owner and Lessee cannot reasonably agree within six (6) weeks of such taking, such adverse impact shall be determined by an independent engineer reasonably acceptable to both Owner and Lessee, and if Owner and Lessee do not agree upon an independent engineer within four (4) additional weeks, then one shall be appointed as promptly as reasonably possible by a court having jurisdiction as provided in Section 12.7 below.

12.3 Confidentiality. To the full extent allowed by law, 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 Lease, 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 (i) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents, or (ii) 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. To the full extent permitted by law, Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee. Notwithstanding the foregoing, Owner may provide information as required or appropriate to attorneys, accountants, lenders, or third parties who may be assisting Owner or with whom Owner may be negotiating in connection with the Property, Owner's financial or other planning, or as may be necessary to enforce this Lease.

12.4 Successors and Assigns/Runs With the Property. The Lease shall inure to the benefit of and be binding upon Owner and Lessee and their respective heirs, transferees, successors and assigns with respect to the Property and the Lease, and all persons claiming under them. The Property shall be held, conveyed, assigned, hypothecated, encumbered, used and occupied subject to the covenants, terms and provisions set forth in this Lease, which covenants, terms and provisions shall run with the Property, and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them. References to Lessee in this Lease shall be deemed to include Assignees that hold a direct ownership interest in the Lease and actually are exercising rights under this Lease to the extent consistent with such interest.

12.5 Notices. Unless otherwise specifically provided herein, any approval, disapproval, demand, notice or other like communication reasonably intended to provide notice ("Notice") required or permitted to be given hereunder shall be in writing to the applicable party's address specified below (as the same may be modified as provided below) and may be served (a) personally, or (b) by commercial delivery or private courier service, or (c) by Federal Express or other national overnight delivery service, or (d) by registered or certified mail (return receipt requested, postage prepaid), or (e) by email transmission, to the respective email addresses set forth below so long as any email notice contains the following in the subject line in all caps: "OFFICIAL NOTICE UNDER PAULL LEASE"), which Notice shall be effective (i) upon personal delivery, (ii) upon the date of actual delivery if delivered by Federal Express or another nationally recognized or other commercial or private delivery service provided delivery is made

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during regular business hours or if receipt is acknowledged by a person reasonably believed by the delivering party to be the recipient, or a family member, member, principal or employee of the recipient, (iii) when received as indicated by the date on the return invoice or receipt showing delivery if delivered by the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iv) when sent by email with written confirmation of receipt by the other party (which shall expressly exclude any automatic "out of office" response from the recipient). Notice of change of any address, telephone or email address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or, the inability to deliver because of changed address of which no Notice was given shall be deemed to constitute receipt of the Notice.

If to Owner:

Harold & Dorothy Paull  
710 Harold Paull Rd.  
Summer Shade, KY 42166  
Email:

with copy to:

Email:

If to Lessee:

Naturgy Candela Devco LLC  
c/o Naturgy Renovables SLU  
Avenida SAN LUIS 77 Edificio G pl. PB  
28033 Madrid  
Spain  
Attn: Marta Barrionuevo Huélamo  
Email: [mbarrionuevo@naturgy.com](mailto:mbarrionuevo@naturgy.com)

with a copy to :

Naturgy Candela Devco LLC  
c/o Naturgy Renovables, SLU  
Avenida SAN LUIS 77 Edificio I pl. 04  
28033 Madrid  
Spain  
Attn: Rafael López Alarcón  
Email: [rlopeza@naturgy.com](mailto:rlopeza@naturgy.com)

Naturgy Candela Devco LLC  
c/o Candela Renewables, LLC

500 Sansome St., Suite 500  
San Francisco, CA 94111  
Attn: Brian Kunz, CEO  
Email: [Brian.Kunz@Candelarenewables.com](mailto:Brian.Kunz@Candelarenewables.com)

12.6 Entire Lease; ~~Amendments~~ This Lease constitutes the entire agreement between Owner and Lessee respecting the leasehold rights and obligations of the parties pertaining to the Property. This Lease 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. Provided that no material default in the performance of Lessee's obligations under this Lease shall have occurred and remain uncured, Owner shall cooperate with Lessee in amending this Lease from time to time to include any provision that may be reasonably requested by Lessee for the purpose facilitating a financing related to its Solar Facilities.



12.7 Legal Matters. This Lease shall be governed by and interpreted in accordance with the laws of the State of Kentucky, without regard to its choice of law rules. 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 Lease and is hereby waived. The prevailing party in any action or proceeding for the enforcement, protection or establishment of any right or remedy under this Lease shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party. Each Party shall pay for its own legal costs incurred in preparing and negotiating this Lease.

12.8 Partial Invalidity. Should any provision of this Lease 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 Lease, the parties agree that in no event shall the term of this Lease be longer than the longest period permitted by applicable law.

12.9 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 energy established by any local, state or federal government, then, at Lessee's option, Owner and Lessee shall exercise good faith and negotiate an amendment to this Lease or replace it with a different instrument so as to convert Lessee's interest in the Property to a substantially similar interest that makes Lessee eligible for such credit, benefit or incentive.

12.10 No Broker. Owner and Lessee each represent and warrant to the other that no broker or finder is entitled to any commission or finder's fee resulting from any action on its part in connection with this Lease. Each party agrees to indemnify, defend and hold the other harmless against any claim, loss, damage, cost or liability for any broker's commission or finder's fee asserted as a result of its own act or omission in connection with the execution of this Lease.

12.11 Waiver of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT, WHETHER BASED IN CONTRACT, INDEMNITY, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY HERETO, OR ITS AFFILIATES OR ITS AND THEIR RESPECTIVE DIRECTORS, MANAGERS, OFFICERS, SHAREHOLDERS, PARTNERS, MEMBERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES, BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF, RELATE TO, OR ARE OTHERWISE ATTRIBUTABLE TO THIS LEASE OR THE PERFORMANCE OR NON-PERFORMANCE OF DUTIES HEREUNDER.

12.12 Counterparts. This Lease 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. Facsimile or PDF counterparts delivered by email shall be deemed originals.

**SIGNATURES TO FOLLOW ON NEXT PAGE**

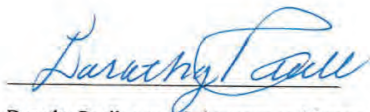
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IN WITNESS WHEREOF, Owner and Lessee, individually or through duly authorized representatives, hereby, execute this Lease and certify that they have read, understand and agree to the terms and conditions of this Lease.

"Owner"

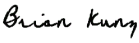
"Lessee"

**Naturgy Candela Devco LLC**, a Delaware  
limited liability company



Dorothy Paull, a married woman and Power  
of Attorney for Harold Paull

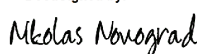
Date: 12/9/21

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E 92FB6CD35B34408...

Name: Brian Kunz

Its: Authorized Representative

Date: 12/22/2021

DocuSigned by:  
  
By 2AB787AC16A741B...

Name: Nikolas Novograd

Its: Authorized Representative

Date: 12/22/2021



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## EXHIBIT A

### The Property

The real property located in Metcalfe County, State of Kentucky described as follows:

Parcel ID: [REDACTED] portion consisting of approximately [REDACTED] depicted below.



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A-1

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**EXHIBIT B**

**Form of Memorandum of Lease**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Naturgy Candela Devco LLC  
c/o Candela Renewables  
360 Pine Street, Suite 500,  
San Francisco, CA 94103  
Attention: Real Estate Manager

SPACE ABOVE THIS LINE RESERVED FOR RECORD'S USE

**MEMORANDUM OF LEASE**

This Memorandum of Lease (this "**Memorandum**") is entered into by and between **Harold and Dorothy Paull**, a married couple, by Dorothy Paull, a married woman and as Power of Attorney for Harold Paull(collectively, "**Owner**") and Naturgy Candela Devco LLC , a Delaware limited liability company ("**Lessee**"). Owner and Lessee shall sometimes be referred to herein individually as a "**Party**" and collectively as the "**Parties**". This Memorandum shall be dated and effective as of the date the final Party signatory executes this Memorandum as set forth on the signature page at the end of the Memorandum (the "**Effective Date**").

**RECITALS**

- A. Owner holds a fee simple interest in that certain real property located in the County of Metcalfe, State of Kentucky legally described on **Exhibit A** attached hereto, including all rights and benefits appurtenant thereto and improvements thereon, including, any easements and rights-of-way benefiting such real property, any water rights and all surface rights (including subsurface rights down to 250 feet) pertaining to minerals, caliche, gravel and/ or hydrocarbons relating thereto, as well as the right to access and utilize all radiant energy emitted from the sun upon, over and across said real property (collectively, the "**Property**").
- B. Owner and Lessee are parties to that certain Lease, dated effective as of the Effective Date pursuant to which Lessee leased the Property from Owner on the terms and conditions as described in greater detail therein (the "**Lease**").

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, the Parties hereby agree as follows:

- 1. Lease of Property. On the terms and conditions set forth in the Lease, Owner has granted and hereby grants, conveys and warrants to Lessee the lease of the Property, and Lessee leases from Owner the Property. Capitalized terms used herein without definition shall have the definitions set forth in the Lease.

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2. **Development Term.** The development term (the “**Development Term**”) of the Lease commences on the Effective Date and shall end on the earlier of (i) the date that Lessee selects for the commencement of the Construction and Operation Term (as defined below) of the Lease as set forth in a written notice delivered to Owner (the “**C&O Term Commencement Notice**”), (ii) the date Lessee commences the installation of Solar Generating Equipment (as defined in Section 3.3 of the Lease) on the Property, (iii) the date Lessee notifies Owner that Lessee elects to terminate the Lease (“**Termination Notice**”), and (iv) the day preceding the fifth (5th) anniversary of the Effective Date (the “**Development Term Expiration Date**”). During the Development Term, Lessee and its representatives, agents, and contractors shall have the right to enter upon the Property in connection with Lessee’s evaluating the Property and determining the feasibility of solar energy conversion and power generation on the Property, including, without limitation, the right to conduct the studies and inspections referred to in Section 2.2 of the Lease.
3. **Construction and Operation Term.** The Lease provides that, unless Lessee delivers a Termination Notice prior to such date, the Construction and Operation Term of the Lease shall commence upon the date (the “**Construction and Operation Term Commencement Date**”) that is the earlier of (i) the date set forth in the applicable C&O Term Commencement Notice, (ii) the date Lessee commences the installation of Solar Generating Equipment on the Property, or (iii) the Development Term Expiration Date, and shall continue thereafter until the day preceding the twenty-fifth (25th) anniversary of the Construction and Operation Term Commencement Date (as the same may be extended for up to four (4) Extension Terms of Five (5) years each pursuant to Section 3.2 of the Lease) (collectively, the “**Construction and Operation Term**”). During the Construction and Operation Term, Lessee shall have the exclusive right to use and possess the Property and for the purposes described in Section 3.3 of the Lease, as well as Solar Energy Purposes and the other purposes permitted pursuant to the Lease and to derive all profits, rents, royalties, credits and profits therefrom, subject to the terms of the Lease.
4. **Ownership of Solar Facilities.** Owner acknowledges and agrees that Lessee is the exclusive owner and operator of the Solar Facilities, that all equipment comprising the Solar Facilities shall remain the personal property of the Lessee and shall not become fixtures, notwithstanding the manner in which the Solar Facilities are or may be affixed to any real property of Owner. Owner shall have no right, title or interest in the Solar Facilities or any component thereof, notwithstanding that the Solar Facilities may be physically mounted or affixed to the Property.
5. **No Interference.** 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 construction, installation, maintenance, or operation of the Solar Facilities and/or access over the Property to such Solar Facilities and/or Lessee’s rights granted under and pursuant to the Lease to use the Property for Solar Energy Purposes. Without limiting the generality of the foregoing, Owner shall not (and shall not permit others to) disturb or interfere with the unobstructed flow of radiant energy emitted by the sun upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing buildings or other structures or

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facilities, or by engaging 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.

6. Mortgagee Protection. In the event that any mortgage, deed of trust or other security interest in the Lease or in any Solar Facilities is entered into by Lessee or any Assignee (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 Section 10 of the Lease.
7. Successors and Assigns/Runs With the Property. The terms of this Memorandum and the Lease shall inure to the benefit of and be binding upon Owner and Lessee and their respective heirs, transferees, successors and assigns with respect to the Property and the Lease, and all persons claiming under them. The Property shall be held, conveyed, assigned, hypothecated, encumbered, used and occupied subject to the covenants, terms and provisions set forth in this Memorandum and the Lease, which covenants, terms and provisions shall run with the Property, and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.
8. Effect of Memorandum. Owner and Lessee have executed and recorded this Memorandum to give notice of the Lease and their respective rights and obligations with respect to the Property. In the event of any inconsistency between the Lease and this Memorandum, the Lease shall control.
9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

[Signature appears on following page.]



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IN WITNESS WHEREOF, each Party has executed this Memorandum as of the date set forth below such Party's signature.

Owner:

Dorothy Paull, a married woman and Power of Attorney for Harold Paull

Date: \_\_\_\_\_

Lessee:

**Naturgy Candela Devco LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Name: Brian Kunz

Its: Authorized Representative

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Nikolas Novograd

Its: Authorized Representative

Date: \_\_\_\_\_

[Note to draft: The signatures should be acknowledged using the form of acknowledgement prescribed by the laws of the state where the acknowledgement is taken.]

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CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGEMENT

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 \_\_\_\_\_

On \_\_\_\_\_, 2021 before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
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.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)



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CERTIFICATE OF ACKNOWLEDGEMENT

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State of California

County of \_\_\_\_\_

On \_\_\_\_\_, 2021 before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
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.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

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**OPTION AND GROUND LEASE AGREEMENT**

**By and Between**

**Kelvin Murl Flowers and Leanne Page Flowers, a married couple**

**collectively, as “Owner”**

**and**

**Naturgy Candela Devco LLC,**  
a Delaware limited liability company

**as “Optionee and Lessee”**



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## **OPTION AND GROUND LEASE AGREEMENT**

This Option and Ground Lease Agreement (this "**Agreement**") is by and between Kelvin Murl Flowers and Leanne Page Flowers, a married couple (collectively, "**Owner**"), and Naturgy Candela Devco LLC, a Delaware limited liability company ("**Optionee**" or "**Lessee**"), and in connection herewith, Owner and Optionee agree, covenant and contract as set forth in this Agreement. Owner and Optionee are sometimes referred to in this Agreement as a "**Party**" or collectively as the "**Parties**", and this Agreement shall be dated and effective as of the date the final Party signatory executes this Agreement as set forth on the signature page at the end of the Agreement (the "**Effective Date**").

### **RECITALS**

A. Owner holds a fee simple interest in that certain real property consisting of approximately [REDACTED] located in the County of Metcalfe, State of Kentucky legally described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Land**").

B. Optionee desires to obtain from Owner an exclusive option to lease the Land, and all of Owner's right, title and interest in any rights, hereditaments and benefits appurtenant thereto and improvements thereon, and any easements and rights-of-way benefiting such Land, any rights to water, and all surface (and subsurface down to 250 feet) rights to any minerals, caliche, gravel and/ or hydrocarbons relating thereto, as well as the right to access and utilize all radiant energy emitted from the sun ("**Solar Energy**") upon, over and across said Land, together with the right to all rents, royalties, credits and profits derived from the Solar Energy upon, over and across the real property (collectively, the "**Property**").

C. Owner desires to grant Optionee an exclusive option to lease the Property, and the Parties desire to agree upon the terms of such lease should Optionee exercise the Lease Option (as defined below).

D. The Parties are entering into this Agreement to memorialize their understanding regarding the foregoing.

#### **1. Option Grant/Option Payments.**

1.1 **Option Grant.** As consideration for the payments provided for herein, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Owner hereby grants Optionee the exclusive option to lease, on an exclusive basis, the Property upon the terms and conditions set forth herein ("**Lease Option**"). Optionee shall have the right to exercise the Lease Option by providing notice (the "**Lease Term Commencement Notice**") to Owner of its decision to exercise the Lease Option and the Lease Term commencement date (which shall be a day no later than [REDACTED] after the delivery of the Lease Term Commencement Notice)(the "**Lease Term Commencement Date**") at any time prior to the end of the Option Term (as hereinafter defined). Concurrently with execution of this Agreement, Owner and Optionee shall execute and notarize the Memorandum of Option and Lease Agreement in the form attached as **Exhibit B** hereto (the "**Memorandum**"), and shall record such Memorandum in the Office of the Metcalfe County Recorder's Office as promptly as reasonably possible.



1.2 Lessee shall pay to Owner a signing bonus in the amount of [REDACTED] after Owner's execution and delivery of this Lease and the Memorandum to Lessee.

1.3 Feasibility Period. Optionee shall have from the Effective Date until the [REDACTED] thereafter ("**Feasibility Period**") to confirm in Optionee's sole and absolute discretion, whether Optionee preliminarily believes it may be possible to feasibly and economically develop and use the Property in accordance with Optionee's plans.

1.4 Option Payments. Unless Optionee delivers a Termination Notice (as defined below) prior to the expiration of the Feasibility Period, Optionee shall make an initial option payment equal to [REDACTED] (the "**Initial Option Payment**") to Owner on or prior to the expiration of the Feasibility Period (or if Owner has not delivered its tax and payment information described in Section 1.4 below by such date, promptly after Owner delivers such information). Optionee shall thereafter deliver quarterly option payments of [REDACTED] (each, an "**Option Payment**", and together with the Initial Option Payment, the "**Option Payments**") to Owner on or prior to the commencement of each quarterly period thereafter during the Option Term. If Optionee elects to provide the Lease Term Commencement Notice or the Termination Notice, it shall have no obligation to make any Option Payments relating to time periods after such exercise or termination.

1.5 Tax and Payment Information. Simultaneously with the execution and delivery of this Agreement (or as soon thereafter as reasonably possible), each Owner party shall provide Optionee with (i) a completed Internal Revenue Service Form W-9 for such Owner party, and (ii) the wire instructions/ACH bank transfer information which such Owner party wants Optionee to utilize to make the payments to such Owner party, together with a telephone number for such Owner party which can be utilized to confirm such Owner party's wire instructions/ACH bank transfer information and related payment information. Each Owner party understands that it shall be a condition to Optionee's obligation to make the payments hereunder that all of the Owner parties provide the completed Internal Revenue Service Form W-9 and wire instructions/ACH bank transfer information required to be delivered in this Section 1.4 to Optionee and that no payments under this Agreement shall be due or payable to any Owner party unless and until Optionee has received such information from each Owner party. Any payment by Optionee utilizing the wire instructions/ACH bank transfer information provided by the applicable Owner party in this Agreement (as the same may be updated by such Owner party by providing notice of such updated information in accordance with Section 12.5 below) shall be deemed delivered in compliance with this Agreement.

## 2. Option Term.

2.1 Option Term. The Lease Option term (the "**Option Term**") of this Agreement commences on the Effective Date and shall include the Feasibility Period and shall end on the earlier of (i) the date which Optionee selects for the commencement of the Lease Term (as defined below) of the Agreement as set forth in the Lease Term Commencement Notice delivered to Owner, (ii) the date Optionee commences the installation of Solar Generating Equipment (as defined in Section 3.3 below) on the Property, (iii) the date Optionee notifies Owner that Optionee



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elects to terminate this Agreement ("**Termination Notice**"), and (iv) the day preceding the fifth (5th) anniversary of the Effective Date (the "**Option Term Expiration Date**"). Optionee shall have the right to terminate this Agreement at any time during the Option Term by providing a Termination Notice to Owner and the Agreement shall terminate effective as of the date of termination set forth in such Termination Notice. For the avoidance of doubt, the Agreement is in no way intended by the Parties to, and shall not be interpreted to, create a lease of the Property until Optionee has delivered the Lease Term Commencement Notice or the Lease Term Commencement Date has otherwise occurred, and this Agreement shall be read and interpreted to be consistent with such primary intent of the Parties. In the event Lessee delivers a Termination Notice, Lessee and Owner shall execute and record an agreement memorializing the termination of the lease (a "**Termination Memorandum**") and record such Termination Memorandum in the Office of the Metcalfe Count Recorder's Office as promptly as reasonably possible. In the event Lessee fails to execute and deliver the Termination Memorandum after delivering a Termination Notice within [REDACTED] after Owner's written request, Owner is hereby authorized to execute and record the Termination Memorandum as Lessee's authorized signatory.

2.2 Due Diligence and Property Access License. During the Option Term, Optionee and its representatives, agents, and contractors shall have a non-exclusive license to access the Property to conduct due diligence, entitlement and exploration and related activities; including, without limitation, determining the feasibility of installing and operating the Project Facilities on the Property, including studies of the geotechnical condition of the surface and subsurface of the Property, test borings and biological, cultural resource and other environmental studies, Phase I and Phase II environmental site assessments and other due diligence activities.

2.3 Insurance. Optionee shall, at its expense, maintain a commercial general liability insurance policy insuring against loss or liability caused by Optionee's activities on the Property under the Agreement during the Option Term and, if applicable, the Lease Term, in an amount not less than [REDACTED] and [REDACTED] which has a commercially reasonable deductible. Certificates of such insurance shall be provided to Owner upon request of Owner.

2.4 Indemnity. Optionee will indemnify, defend and hold harmless Owner against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, in each case to the extent resulting from or arising out of physical damage to property or physical injury to any person, and in each case to the extent caused by the negligence or willful misconduct of Optionee or its agents, contractors or subcontractors on the Property during the Option Term, and, if applicable, the Lease Term. This indemnification shall survive the termination of this Agreement for a period of one (1) year. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or willful misconduct of Owner or any of Owner's invitees, contractors, subcontractors or guests.

2.5 Owner Cooperation with Due Diligence. To assist Optionee's feasibility review, Owner shall cooperate in Optionee's review and within thirty (30) days after the Effective Date, Owner shall provide Optionee with documentation evidencing the authority of Owner to enter into this Agreement, and copies of all leases, contracts, studies, reports, maps, surveys, litigation documentation, correspondence and any other materials in Owner's possession or



reasonable control that are material to evaluating the Property, including, without limitation, the following documents: (a) any and all leases or other documents referencing a right to occupy, farm, mine or produce hydrocarbons from the Property; (b) copies of documents creating liens against the Property; (c) all soils, seismic, environmental and toxics studies, reports, surveys and assessments, and all documents, correspondence, applications, permits and other communications to or from any government agency in connection with any Hazardous Materials (as defined below) or any environmental condition of the Property, including any underground storage tanks; (d) title policies; and (e) information regarding water rights and existing wells.

2.6 Owner's Management of the Property during Option Term. During the Option Term, (i) Owner shall have the right to continue to use the Property for agricultural, ranching and/or other reasonable purposes so long as the Property is maintained substantially in accordance with its condition as of the Effective Date and in compliance with all applicable laws, (ii) Owner shall not voluntarily take any action to render any of the representations or warranties of Owner set forth herein incorrect, (iii) since Owner understands that Optionee is intending to use the Property for the Project, Owner shall not modify or extend any leases or other agreements granting other parties rights to use or possess the Property without Optionee's prior written consent, or enter into new leases or any other agreements or otherwise grant (actively or permissively) any rights to other parties to use or possess the Property, (iv) Owner shall not make any material alterations to the Property, and (v) Owner shall pay for all materials and services furnished to the Property at the request of the Owner.

2.7 Obtaining Entitlements. During the Option Term, Optionee will initiate the process of obtaining and negotiating, as applicable, the land-use and entitlements (e.g., conditional use permits, re-zoning, grid interconnection and transmission agreements, power purchase agreements, and the like) necessary to develop and operate the Project. At no expense to Owner, Owner shall support Optionee in all material respects in these efforts and execute any applications or permits on which any governmental agency requires an Owner signature in connection therewith.

### 3. Lease Term.

3.1 Lease Term. Unless Lessee delivers a Termination Notice prior to such date, the Lease Term of this Agreement shall commence upon the date (the "**Lease Term Commencement Date**") that is the earlier of (i) the date set forth in the applicable Lease Term Commencement Notice, (ii) the date Lessee commences the installation of Solar Generating Equipment on the Solar Property, or (iii) the Option Term Expiration Date, and shall continue thereafter until the day preceding the twenty-fifth (25th) anniversary of the Lease Term Commencement Date (the "**Base Term**", and as the same may be extended for up to four (4) Extension Terms pursuant to Section 3.2 below, the "**Lease Term**"). For good and valuable consideration, Owner hereby agrees to lease the Property to Lessee pursuant to the terms and conditions of this Agreement effective as of the Lease Term Commencement Date.

3.2 Extension Options. Lessee shall also have up to four (4) extension rights, upon written notice to Owner at least one hundred eight (180) days prior to the expiration of the Base Term or the first three (3) Extension Terms, as applicable, to extend the Lease Term for one (1) additional period of five (5) years on each such occasion (each, an "**Extension Term**"), such



that, if all such extensions are exercised, the total term of the Lease Term may extend up to a maximum of forty-five (45) years. The Option Term, together with the Lease Term shall be referred to herein collectively, as the "**Term**".

3.3 Lease Term Rights. During the Lease Term, Lessee shall have the exclusive right to use and possess both the surface and top 250 feet of the subsurface of the Property and the airspace and Solar Energy above, for the purposes described in Section 2.2, as well as for purposes of developing, constructing, installing, replacing, maintaining, owning, operating, relocating and removing solar energy collection and electrical generation facilities and/or energy storage facilities of all types thereon including, without limitation, photovoltaic facilities "**Solar Generating Equipment**"), gen-tie, collection line and transmission facilities, communications facilities, including, without limitation, poles and overhead and/or underground lines, wires and cables for the conveyance of electric energy, and overhead and underground communications lines and equipment for communications purposes, and all necessary and proper anchors, support structures, foundations, conduit, footings, cross-arms, attachment hardware (e.g., nuts, bolts, clamps, etc.) and insulators, guardrails and other appliances, equipment, facilities, roads and fixtures for use in connection with said poles, lines, wires, conduit and/or cables, electric transformers, telecommunications equipment, roads, control buildings, operations and maintenance buildings, maintenance yards, substations, switch yards, battery storage facilities, office trailers, sanitary facilities (including porta potties), construction laydown areas, and any other energy generation, collection and/or storage facilities of any type and related facilities and equipment including, without limitation, any such equipment required in connection with operating any such energy generation and/or storage facilities (any portion of such facilities separately referred to herein as "**Project Facilities**", and collectively as the "**Project**") including, without limitation, to collect, store and convert energy into electrical energy and transmit the electrical energy, together with any and all activities related thereto and to undertake any other activities, including, without limitation, site preparation, grading, vegetation removal, gravel laydown and other ground treatment, whether accomplished by Lessee or a third party authorized by Lessee, that are consistent with the installation and operation of the Project Facilities and which Lessee reasonably determines are necessary, useful or appropriate (collectively, the "**Energy Purposes**"). Lessee shall have the right to make all siting decisions with respect to the Project Facilities on the Property. Lessee's rights with respect to the Property also include the following rights:

(a) Land Management Rights. Lessee may grade, level, mow, remove, trim, relocate, prune, top or otherwise control the growth of any tree, shrub, plant or other vegetation; relocate, dismantle, demolish, and remove any improvement, structure, embankment, impediment, berm, wall, fence or other object, on or that intrudes (or could intrude) into such Property which could obstruct, interfere with or impair the process of installing, operating, maintaining, repairing and/or replacing any of the Project Facilities or otherwise interferes with the use of the Property by Lessee hereunder and/or conduct such other activities related to installing, maintaining, operating, repairing and replacing the Project Facilities.

(b) Right to Control Access. Lessee shall have the right under the Agreement to control and restrict access onto and over such Property and exclude others (other than any parties with preexisting easement rights of record or other rights approved by Lessee), and Lessee may, at its sole expense, construct and maintain security devices on such Property



which Lessee deems appropriate and necessary for the protection of the Project Facilities, including, but not limited to, any type of fencing, security monitoring or other security safeguards.

(c) If requested to do so by Lessee in connection with the development and operation of the Project Facilities, Owner shall grant to each applicable power and/or water utility a reasonable access, utility and/or equipment easement that is reasonably required in connection with the operation of the Project Facilities and the Energy Purposes.

3.4 Owner Access. During the Lease Term, Owner shall have the right to reasonably access the Property at reasonable intervals and at reasonable times and upon at least forty-eight hours prior advance written notice to Lessee to inspect the Property. Any such access shall not materially interfere with Lessee's use of the Property for Energy Purposes and occupancy of the Property in any manner. Owner's foregoing right of inspection must be on an escorted basis with Lessee, its agents or employees in compliance with established site and safety procedures and does not include the right to climb onto or into Project Facilities or to come into physical contact with any transmission facilities without the prior written consent of Lessee. Owner shall abide by all reasonable safety measures instituted by or on behalf of Lessee as to which Owner has received notice

4. Rent. Lessee shall pay to Owner as annual rent in consideration of the rights granted hereunder with respect to the Property during the Lease Term the amount of [REDACTED] ("Rent"), which amount shall be paid in annual installments commencing [REDACTED] after the Lease Term Commencement Date and within [REDACTED] after the first day of each anniversary thereof until the expiration or termination of the Term (prorated for any partial year).

5. Ownership of Project Facilities. Owner acknowledges and agrees that Lessee will be the exclusive owner of the Project Facilities, and that any Project Facilities installed on the Property are hereby severed by agreement and intention of the parties and shall remain severed from the Property, and shall be considered with respect to the interests of the parties hereto as the property of Lessee or other party designated by Lessee, and, even though attached to or affixed to or installed upon the Property, shall not be considered to be fixtures or a part of the Property and shall not be or become subject to the lien of any mortgage or deed of trust heretofore or hereafter placed on the Property by Owner. Owner hereby waives all rights, statutory or common law, or claims that it may have in the Project Facilities including, without limitation, any right of distraint. Owner shall have no right, title or interest in the Project Facilities or any component thereof, notwithstanding that the Project Facilities may be physically mounted or affixed to the Property. Owner consents to the filing of a disclaimer of the Project Facilities as a fixture of the Property in the office where real estate records are customarily filed in the jurisdiction of the Property. Except for the Rent payments described in Section 4 above, Owner shall not be entitled to any other payments or benefits accrued by or from the Project Facilities, including renewable energy credits, environmental credits or tax credits.



6. **Taxes**

6.1 **Lessee Tax Obligation – Rollback Assessment.** Unless Lessee is paying such taxes directly to the taxing authority as described below, for the period commencing as of the Lease Term Commencement Date and for the remainder of the Lease Term, Lessee shall pay to Owner (i) the amount of any property taxes applicable to Lessee's Project Facilities and (ii) the amount of any increase in the real property taxes levied against the Property over and above the then applicable Base Tax Amount (as defined in Section 6.3 below) to the extent such increase is attributable to a change in property tax designation or valuation of the Property resulting from the activities of Lessee and the installation and operation of Lessee's Project Facilities on the Property including any rollback assessment to the extent resulting from Lessee's activities or Project Facilities (the "**Rollback Assessment**"), but expressly excluding any rollback assessment due to Owner's failure to continue to maintain the use of the Property during the Option Term or to continue to maintain the use of any portion of the Owner's property located outside the Property thereafter (the amounts described in (i) and (ii) of this sentence being referred to as "**Lessee's Property Tax Amount**").

6.2 **Tax Bills/Tax Payment.** If the property tax statements for the Project Facilities and the Property are being sent to Owner, Lessee agrees to pay Lessee's Property Tax Amount pertaining to the applicable tax statements to Owner within thirty (30) days after receipt of a copy of the applicable tax statements from Owner. Unless Lessee is paying such taxes directly to the taxing authorities as provided below, Owner shall pay before delinquency all real property taxes and assessments, and shall promptly send to Lessee evidence of payment of the same. If Owner fails to do so, Lessee shall have the right to pay such amounts on Owner's behalf. Any amounts so paid by Lessee may be offset against all or any of the Rent payments next payable by Lessee under this Agreement. Lessee may contest the assessed value of the Project Facilities and Property, 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 Project Facilities within thirty (30) days after Owner receives same, but in no event later than thirty (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; provided, however, that Lessee shall reimburse Owner for its reasonable out-of-pocket expenses, including reasonable attorneys' fees, incurred in connection with providing such assistance. Owner and Lessee shall work together in good faith to cause the taxing authorities to deliver the tax statements for the Property and the Project Facilities directly to Lessee for the assessments pertaining to the Lease Term. In the event the taxing authorities provide such tax statements directly to Lessee, Lessee agrees to pay the real property taxes due pursuant to such tax statements directly to the taxing authorities, and Owner agrees to pay the Base Tax Amount to Lessee within thirty (30) days after receipt of a copy of such statements from Lessee. If Owner fails to do so, Lessee may offset the amount of the Base Tax Amount owed by Owner against all or any of the Rent payments next payable by Lessee under this Agreement. OWNER AND LESSEE EACH AGREE TO INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY LIABILITY, COST OR EXPENSES, PAID BY THE OTHER PARTY OR FOR WHICH THE OTHER



PARTY IS LIABLE, TO THE EXTENT SUCH OTHER PARTY PAID SUCH TAXES OR IS LIABLE DUE TO SUCH INDEMNIFYING PARTY'S FAILURE TO PAY ANY REAL PROPERTY TAXES WHICH SUCH INDEMNIFYING PARTY IS RESPONSIBLE FOR PAYING UNDER THIS AGREEMENT.

6.3 Owner Tax Obligation. Owner shall be liable for all property taxes levied against the Property pertaining to the Option Term. Owner shall be liable for the then applicable Base Tax Amount (as defined below) with respect to the Property for the Lease Term. The "Base Year" shall mean the most recent full annual property tax period prior to the property tax year in which the Lease Term Commencement Date occurs. The "Base Tax Amount" shall mean the lesser of (i) the real property taxes levied against the Property during such property tax year, and (ii) the real property taxes levied against the Property during the Base Year increased by [REDACTED] from and after the Base Year through such property tax year, plus, in either case, any rollback assessment and interest assessment due to Owner's failure to continue to maintain the use of the Property during the Option Term or to continue to maintain the use of any portion of the Owner's property located outside the Property thereafter. This Section shall be construed to limit the amount of any actual increase in the real property taxes levied against the Property for which Owner is responsible to a maximum increase of [REDACTED] relative to the Base Year taxes (i.e. no greater than a [REDACTED] calculated on a cumulative basis each year commencing as of the first annual tax year after the Base Year) and any rollback assessment and interest assessment due to Owner's failure to continue to maintain the use of the Property during the Option Term or to continue to maintain the use of any portion of Owner's property located outside the Property thereafter.

6.4 Cooperation to Minimize Rollback Tax and obtain Separate Tax Bills. Prior to the start of the Lease Term, Owner and Lessee shall cooperate to make coordinated filings to request that the county tax assessor (i) establish separate property tax parcels with respect to the Property and any other Owner property located outside the Property if that will be helpful to limiting the scope of any roll back assessment to the Property, and (ii) provide a separate tax bill with respect to Lessee's Project Facilities

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

7.1 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 Project Facilities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Property or Project 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. Any such contest or proceeding shall be controlled and directed by Lessee.

7.2 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 pursuant to the Agreement; provided, however, that if Lessee wishes to contest any such lien, Lessee shall, within



ninety (90) days after it receives notice of the filing of such lien, remove or bond over such lien from the Property pursuant to applicable law.

7.3 Hazardous Materials. Lessee shall comply in all material respects with federal, state, and/or local law, and ordinances, and regulations promulgated thereunder relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any Hazardous Materials ("**Environmental Laws**") in, on under, or about the Property by Lessee. Lessee shall indemnify Owner against any claims arising from a violation of Environmental Laws that is caused by Lessee or Lessee's agents. Lessee shall promptly notify Owner after it becomes aware of any violation of Environmental Law caused by Lessee or Lessee's agents that could reasonably be expected to result in a claim against Owner and shall promptly take all actions, at its sole expense, as are required by applicable Environmental Laws to return the affected area(s) to the condition existing prior to the introduction of any such Hazardous Materials by Lessee or its agents, including, without limitation, any investigation or monitoring of site conditions or any clean up, remediation, response, removal, encapsulation, containment or restoration work required by Environmental Laws because of such violation. This provision shall survive termination of the Agreement. For purposes of this Agreement, "**Hazardous Materials**" means any flammable explosives, asbestos, asbestos containing materials, radioactive materials, hazardous wastes, petroleum, including crude oil or any fraction thereof, polychlorinated biphenyls, corrosive, reactive, ignitable, toxic, reproductive toxic, carcinogenic or any other substances, materials, wastes, products, chemicals or compounds which are controlled or regulated by any federal, state or local law, rule or regulation, regardless of quantity or levels and whether injurious by themselves or in combination with other materials.

7.4 Property Maintenance. Lessee shall maintain the Project Facilities, including any Project buildings, fences and gates, in good working order (ordinary wear and tear excepted).

7.5 Lessee's Authority. Lessee has the unrestricted right and authority to execute this Agreement. Each person signing this Agreement on behalf of Lessee is authorized to do so. When signed by Lessee, this Agreement constitutes a valid and binding agreement enforceable against Lessee in accordance with its terms.

8. **Owner's Representations, Warranties, and Covenants.** Owner hereby represents and warrants as of the Effective Date and the Lease Term Commencement Date, and covenants as follows:

8.1 Owner's Authority. Owner is the sole owner of the Property and has the unrestricted right and authority 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. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

8.2 Conflict with Other Agreements. Neither the execution and delivery of this Agreement, nor incurring of the obligations set forth herein, nor compliance by Owner with the terms and provisions of the Agreement, will conflict with or result in a default under, any



indebtedness or any contract, deed of trust, loan, agreement, lease or other agreements or instruments pertaining to Owner and/or the Property.

8.3 No Brokers. Neither Owner nor any affiliate of Owner nor any of their respective officers, directors or employees has employed any broker or finder or incurred any liability for any brokers' fees, commissions or finders' fees as a result of the execution of this Agreement.

8.4 Litigation. There are no current, pending or contemplated actions, administrative inquiries or proceedings, suits, arbitrations, claims or proceedings commenced by any person or governmental entity affecting Owner and/or the Property or any portion thereof.

8.5 Violations of Law. Owner has not received notice from any governmental agency pertaining to the violation of any law or regulation affecting the Property or any portion thereof, and Owner has no knowledge of any facts which might be a basis for any such notice.

8.6 No Interference. 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 evaluation, investigation, construction, installation, maintenance, or operation of the Project Facilities and/or access over the Property to such Project Facilities and/or Lessee's rights granted hereunder to use the Property for any other Energy Purposes. Without limiting the generality of the foregoing, Owner shall not (and shall not allow any other party to) disturb or interfere with the unobstructed flow of radiant energy emitted by the sun upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing buildings or other structures or facilities, or by engaging 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 Facilities. Owner shall be entitled to grant a lien or otherwise encumber Owner's fee estate in the Property or interest in this Agreement (a "**Fee Mortgage**") to a Fee Mortgagee (as hereinafter defined); provided, said grant or encumbrance entered shall be subject to this Agreement, any modifications or extensions hereof or any new lease so made pursuant to Section 10.3 (collectively, "**Modifications**"), and all rights of Lessee (and any Interested Party or other party claiming by and through Lessee) under this Agreement. The grant of a lien or encumbrance by Owner in favor of Fee Mortgagee shall be subordinate to and shall not be a lien prior to this Agreement, any Modifications, or any Leasehold Mortgage placed thereon. Any encumbrance by Owner shall not be deemed to give any such assignee any greater rights than Owner hereunder or the right to cancel the Agreement or any Modifications unless there is an Event of Default on the part of Lessee (which remains uncured by either Lessee or any Interested Party) which, under the terms of this Agreement or any Modifications, gives Owner a right to cancel this Agreement or any Modifications, and withhold from any Interested Party a new lease pursuant to Section 10.3. As used herein, the term "**Fee Mortgage**" collectively includes any financial institution or other person or entity that from time to time provides secured financing to Owner secured all or in part by the Property, and any agent, security agent, collateral agent, indenture trustee, loan trustee, loan participant or participating or syndicated lenders involved in whole or in part in such financing, and their respective representatives, successors and assigns. If Owner's interest in this Agreement is encumbered by a Fee Mortgage, if requested by Lessee, Owner shall obtain and deliver to Lessee a non-disturbance agreement and subordination agreement from the applicable Fee Mortgagee in a form reasonably acceptable to Lessee.



8.7 Indemnity. Owner will indemnify, defend and hold harmless Lessee and Lessee's members, employees successors and assigns (collectively, "**Lessee's Indemnified Parties**") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, in each case to the extent resulting from or arising out of physical damage to property or physical injury to any person, and in each case to the extent caused by Owner's negligence or willful misconduct on the Property. 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 willful misconduct of Lessee or any of Lessee's Indemnified Parties.

8.8 Liens and Leases. Except with respect to any lease agreements provided to Lessee within thirty (30) days after the Effective Date pursuant to Section 2.5 above, Owner represents that there are no unrecorded liens, encumbrances, leases, mortgages, deeds of trust, security interests, claims, disputes or other exceptions to Owner's right, title or interest in the Property. Prior to the commencement of the Lease Term, Owner shall terminate any leases pertaining to the Property other than this Agreement and subordinate or remove any monetary liens. During the Term, Owner shall cooperate with Lessee in Lessee's efforts to obtain any mineral and/or petroleum accommodation agreements and exercise best efforts to obtain non-disturbance, subordination, release, reconveyance, relocation agreement and/or other title curative agreements from any person or entity with a lien, encumbrance or other exception to Owner's fee title to the Property as requested by Lessee in order to facilitate development and financing of the Project Facilities. If Owner and Lessee are unable to obtain such agreements from any person or entity holding an interest in the Property, and Owner defaults on its obligations to such holder, then Lessee shall be entitled (but not obligated) to fulfill Owner's obligations to such holder and may offset the cost of doing so against future payments due Owner under this Agreement. Owner also shall provide Lessee with any further assurances and shall execute any owner's affidavits, mechanics lien indemnities, estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes, title insurance purposes or otherwise reasonably requested by Lessee. After the Effective Date, other than with respect to a Fee Mortgage complying with Section 8.6 above, Owner shall not without the prior written consent of Lessee voluntarily create or acquiesce in the creation of any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters or other exception to title to the Property, and Owner shall not create or suffer any monetary lien or encumbrance against the Property unless the holder thereof enters into a non-disturbance or similar agreement in a form reasonably acceptable to Lessee, which protects and preserves all of Lessee's rights hereunder (and any amendment hereto) in the event of a foreclosure of such monetary lien.

8.9 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 permits and approvals, building permits, environmental impact reviews or any other approvals required for the financing, construction, installation, monitoring, replacement relocation, maintenance, operation or removal of Project Facilities, including execution of applications for such approvals, and including participating in any appeals or regulatory proceedings respecting the Project Facilities. To the extent permitted by law, Owner hereby waives enforcement of any applicable setback requirements respecting the Project Facilities to be placed on the Property or any such facilities to be placed upon property adjacent to the Property.



8.10 Conveyances, Other Agreements, and Owner's Cooperation. In connection with the exercise of the rights of Lessee hereunder, Lessee, shall also have the right, without further act or consent of Owner with respect to grants that do not extend beyond the expiration of the Term, and with Owner's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, with respect to grants that will extend beyond the expiration of the Term: (a) to grant directly or (b) cause Owner to promptly grant to any party (a "**Grantee**") such rights or interests in or to the Property that are reasonably necessary or convenient for the Lessee's use of the Property for the Project Facilities as permitted pursuant to Section 3.3, including, without limitation, easements and similar associated rights to construct, operate, and maintain transmission, substation, collection, distribution, interconnection or switching lines or facilities pursuant to a standard form of easement, right-of-way dedication or other similar agreement (collectively, the "**Additional Rights**"). It is agreed that it would be unreasonable for Owner to withhold, condition, or delay its consent to any of the Additional Rights to the extent that the grant of the right or interest is necessary for the operation of the Project Facilities.

8.11 Hazardous Materials.

(a) Owner shall not violate any Environmental Laws in, on or under the Property. Owner shall indemnify Lessee against any such violation of Environmental Laws that: (i) exists as of the Effective Date, or (ii) is caused by Owner or Owner's contractors or agents and occurs after the Effective Date. The Owner shall promptly notify the Lessee of any such violation. This provision shall survive termination of the Agreement.

(b) To 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 violation of any Environmental Laws. To Owner's knowledge, 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 Law. Neither Owner nor, to 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.

8.12 Full Disclosure. To Owner's knowledge, Owner has delivered or made available to Lessee true, complete and accurate copies of all reports, studies, documents, agreements, memoranda, correspondence, papers, diagrams and photographs in Owner's possession or control which are material to evaluating the Property.

8.13 Title Policy. Owner holds the entire fee simple interest in the Property. Owner shall reasonably cooperate with Lessee (including by executing a customary lien, possession, and encumbrance affidavit and indemnity) in Lessee's efforts to obtain an ALTA Extended Coverage Owner's Policy of Title Insurance with a Leasehold Owner's Policy Endorsement, with liability in an amount reasonably satisfactory to Lessee insuring that leasehold



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title to the Property is vested in Lessee or Lessee's designated affiliate free of encumbrances, except as permitted herein or otherwise approved by Lessee, and including such endorsements as Lessee may reasonably require.

9. **Assignment.** Subject to Section 8.5, each Party shall have the right and authority to sell, convey, assign, sublease or otherwise transfer, and/or collaterally assign, mortgage or encumber to one or more persons any or all of its right, title and interest under this Lease to one or more persons (each, an "**Assignee**"); provided that as condition to the effectiveness of any actual assignment of Lessee's entire interest under this Lease (as opposed to a mere collateral assignment), the Assignee must either (i) post Removal Security satisfying the Lessee obligation in Section 11.5 in substitution of Lessee's Removal Security with respect thereto, or (ii) assume the existing Removal Security obligation. The assigning Party shall notify the other Party in writing of any such assignment and the name and address of any Assignee.

10. **Mortgagee/Offtaker Protection.** In the event that any mortgage, deed of trust or other security interest in this Agreement, the Project or in any Project Facilities is entered into by Lessee or any Lessee Assignee (a "**Leasehold Mortgage**"), or any agreement is entered into by Lessee or any Lessee Assignee for the sale of power, energy storage or availability services or other attributes provided by the Project Facilities (a "**Power Purchase Agreement**"), then any person who is the mortgagee, trustee or beneficiary of a Leasehold Mortgage (a "**Leasehold Mortgage**") and any person who is the procuring party under a Power Purchase Agreement with respect to which Lessee has requested Owner provide notice of any Lessee default hereunder (an "**Offtaker**", and together with any Leasehold Mortgagee, each an "**Interested Party**", and collectively, the "**Interested Parties**"), shall, for so long as its Leasehold Mortgage or Power Purchase Agreement, as applicable, is in existence be entitled to the applicable protections set forth in this Section 10. Lessee or any Interested Party shall send written notice to Owner of the name and address of any such Interested Party.

10.1 **Leasehold Mortgagee's Right to Possession, Right to Acquire and Right to Assign.** A Leasehold Mortgagee shall have the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the leasehold estate by any lawful means; (c) to take possession of and operate the Project 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) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold estate to a third party. Owner's consent shall not be required for the acquisition of the encumbered leasehold estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10.3 New Lease to Mortgagee. If this Agreement terminates because of Lessee's default or if the leasehold estate is foreclosed, or if the Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, the Owner shall, upon written request from any Interested Party within ninety (90) days after such event, enter into a new lease (the "**New Lease**") for the Property, 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 if this Agreement had not been terminated.

(b) The New Lease shall be executed within thirty (30) days after receipt by Owner of written notice of the Interested Party's election to enter into a New Lease, provided said Interested Party: (i) pays to Owner all rent and other monetary charges payable by Lessee under the terms of the Agreement up to the date of execution of the New Lease, as if the Agreement had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Lessee under the terms of the Agreement, to the extent performance is then due and susceptible of being cured and performed by the Interested Party 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 up to the date of commencement of the New Lease, except those obligations which constitute non-monetary defaults not susceptible to cure, as described in (ii) above. Any New Lease granted to the Interested Party shall enjoy the same priority as this Agreement over any lien, encumbrances or other interest created by Owner.

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

(d) If more than one Interested Party makes a written request for a New Lease pursuant hereto, the New Lease shall be delivered to the Interested Party requesting such New Lease (i) that is a Leasehold Mortgagee, if there is both a Leasehold Mortgagee and an Offtaker requesting such New Lease, and (ii) if there is more than one Leasehold Mortgagee requesting the New Lease, then to the Leasehold Mortgagee whose Mortgage has the highest lien priority.

(e) The provisions of this Article 10 shall survive the termination, rejection or disaffirmance of the Agreement and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by Owner, Lessee and such Interested Party, and, from the date of such termination, rejection or disaffirmance of the Agreement to the date of execution and delivery of such New Lease, such Interested Party 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.



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10.4 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 an unpaid Leasehold Mortgage, this Agreement shall not be modified or amended 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 the Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by such Leasehold Mortgagee.

10.5 Estoppel Certificates, Etc. Owner shall within ten (10) Business Days (as defined below) after written request therefor, execute and deliver such 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) and/or consents to assignment (whether or not such consent is actually required) and/or non-disturbance agreements as Lessee, any Assignee or Leasehold Mortgagee may reasonably request from time to time. For purposes of this Agreement, the term "**Business Days**" shall mean any day other than a Saturday, a Sunday or any other day on which banks are authorized to be closed in California.

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12. **Miscellaneous.**

12.1 **Force Majeure.** If performance of the Agreement or of any obligation hereunder and/or Lessee's ability to operate the Project Facilities and to transmit and sell power, ancillary services and/or related energy products therefrom to a third party purchaser is prevented, interfered or 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, and/or with respect to an event preventing, interfering or hindering Lessee's ability to operate the Project Facilities and/or to transmit and sell power, the Rent payment obligation shall be abated, to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid, remove or repair such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "**Force Majeure**" means fire, earthquake, flood, or other casualty or accident; epidemic, strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition beyond the reasonable control and without the fault or negligence of the Party claiming Force Majeure.

12.2 **Condemnation.** Should title or possession of all of the Property be taken in condemnation proceedings by a government agency or governmental body under the exercise of the right of eminent domain, or should a partial taking render the remaining portion of the Property unsuitable for Lessee's use, then, at Lessee's written election, this Agreement shall terminate upon the vesting of title or taking of possession. All payments made on account of any taking by eminent domain shall be apportioned between the valuation given to Lessee's interest under this Agreement and the Project Facilities (collectively "**Lessee's Interest**") and the valuation given to Owner's interest in this Agreement and its reversionary interest in the Property, valued as unimproved and unentitled land (collectively, "**Owner's Interest**"), and Lessee shall not be required to pursue a separate award from the condemning authority, nor shall Lessee's right to condemnation proceeds under this Section 12.2 be affected by the refusal of the condemning authority to make a separate award in favor of Lessee. The portion relating to Lessee's Interest shall be paid to Lessee, and the portion relating to the Owner's Interest shall be paid to Owner; provided that, to the extent not already included as part of Lessee's Interest, Lessee shall also be entitled to any award made for the reasonable removal and relocation costs of any Project Facilities that Lessee has the right to remove, and for the loss and damage to any such Project Facilities that Lessee elects or is required not to remove, and for any loss of income from the Project Facilities, and for the loss of use of the Property by Lessee to the extent of Lessee's interest as "lessee", the loss in value of the Lessee's interest under the Agreement, and loss of any goodwill. The balance of any award, including severance damage, if any, shall be payable to Owner. It is agreed that Lessee shall have the right to participate in any condemnation proceedings and settlement discussions and negotiations thereof and that Owner shall not enter into any binding settlement agreement without the prior written consent of Lessee, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee's share of the award shall be paid to the Leasehold Mortgagee, if any, if and to the extent required by the Leasehold Mortgage. Lessee's Rent obligations hereunder shall be reduced in proportion to the extent any condemnation of a portion of the Property adversely impacts Lessee's generation of revenue from the Project Facilities as reasonably agreed by Owner and Lessee. If Owner and Lessee cannot reasonably agree within six (6) weeks of such taking, such adverse impact shall be determined by an independent engineer reasonably acceptable to both Owner and Lessee, and if Owner and Lessee do not agree upon an



independent engineer within four (4) additional weeks, then one shall be appointed as promptly as reasonably possible by a court having jurisdiction as provided in Section 12.7 below.

**12.3 Confidentiality.** To the full extent allowed by law, 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 Project Facilities, and the like, whether disclosed by Lessee or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents, or (ii) 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. To the full extent permitted by law, Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee. Notwithstanding the foregoing, Owner may provide information as required or appropriate to attorneys, accountants, lenders, or third parties who may be assisting Owner or with whom Owner may be negotiating in connection with the Property, Owner's financial or other planning, or as may be necessary to enforce this Agreement.

**12.4 Successors and Assigns/Runs With the Property.** The Agreement shall inure to the benefit of and be binding upon Owner and Lessee and their respective heirs, transferees, successors and assigns with respect to the Property and the Agreement, and all persons claiming under them. The Property shall be held, conveyed, assigned, hypothecated, encumbered, used and occupied subject to the covenants, terms and provisions set forth in this Agreement, which covenants, terms and provisions shall run with the Property, and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, executors, administrators, 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 the Agreement and actually are exercising rights under this Agreement to the extent consistent with such interest.

**12.5 Notices.** Unless otherwise specifically provided herein, any approval, disapproval, demand, notice or other like communication reasonably intended to provide notice ("Notice") required or permitted to be given hereunder shall be in writing to the applicable party's address specified below (as the same may be modified as provided below) and may be served (a) personally, or (b) by commercial delivery or private courier service, or (c) by Federal Express or other national overnight delivery service, or (d) by registered or certified mail (return receipt requested, postage prepaid), or (e) by email transmission, to the respective email addresses set forth below so long as any email notice contains the following in the subject line in all caps: "OFFICIAL NOTICE UNDER FLOWERS AGREEMENT"), which Notice shall be effective (i) upon personal delivery, (ii) upon the date of actual delivery if delivered by Federal Express or another nationally recognized or other commercial or private delivery service provided delivery is made during regular business hours or if receipt is acknowledged by a person reasonably believed by the delivering party to be the recipient, or a family member, member, principal or employee of the recipient, (iii) when received as indicated by the date on the return invoice or receipt showing delivery if delivered by the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iv) when sent by email with written confirmation of receipt by the other party



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(which shall expressly exclude any automatic “out of office” response from the recipient). Notice of change of any address, telephone or email address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or, the inability to deliver because of changed address of which no Notice was given shall be deemed to constitute receipt of the Notice.

If to Owner:

Kelvin Murl Flowers and Leanne Page  
Flowers  
444 Homer Bartley Rd  
Summer Shade, KY 42166  
Email:

with copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email:

If to Lessee:

Naturgy Candela Devco LLC  
c/o Naturgy Renovables SLU  
Avenida SAN LUIS 77 Edificio G pl. PB  
28033 Madrid  
Spain  
Attn: Marta Barrionuevo Huélamo  
Email: [mbarrionuevo@naturgy.com](mailto:mbarrionuevo@naturgy.com)

with a copy to :

Naturgy Candela Devco LLC  
c/o Naturgy Renovables, SLU  
Avenida SAN LUIS 77 Edificio I pl. 04  
28033 Madrid  
Spain  
Attn: Rafael López Alarcón  
Email: [rlopeza@naturgy.com](mailto:rlopeza@naturgy.com)

Naturgy Candela Devco LLC  
c/o Candela Renewables, LLC  
500 Sansome Street, Suite 500  
San Francisco, CA 94103  
Attn: Brian Kunz, CEO  
Email: [Brian.Kunz@Candelarenewables.com](mailto:Brian.Kunz@Candelarenewables.com)

12.6 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Owner and Lessee respecting the leasehold rights and obligations of the parties pertaining to the Property. 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. Provided that no material default in the performance of Lessee’s obligations under this Agreement shall have occurred and remain uncured, Owner shall cooperate with Lessee in amending this Agreement from time to time to include any provision that may be reasonably requested by Lessee for the purpose facilitating a financing related to its Project Facilities.

12.7 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky without regard to its choice of law rules. 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. The prevailing party in any action or proceeding for the enforcement, protection or establishment of any right or remedy under this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party.

12.8 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 be longer than the longest period permitted by applicable law.

12.9 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 energy established by any local, state or federal government, then, at Lessee's option, Owner and Lessee shall exercise good faith and negotiate an amendment to this Agreement or replace it with a different instrument so as to convert Lessee's interest in the Property to a substantially similar interest that makes Lessee eligible for such credit, benefit or incentive

12.10 Waiver of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT, WHETHER BASED IN CONTRACT, INDEMNITY, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY HERETO, OR ITS AFFILIATES OR ITS AND THEIR RESPECTIVE DIRECTORS, MANAGERS, OFFICERS, SHAREHOLDERS, PARTNERS, MEMBERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES, BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF, RELATE TO, OR ARE OTHERWISE ATTRIBUTABLE TO THIS LEASE OR THE PERFORMANCE OR NON-PERFORMANCE OF DUTIES HEREUNDER.

12.11 Counterparts. This Agreement may be executed in one or more counterparts (each of which shall be deemed an original, but all of which together shall constitute one and the same instrument) and shall be effective as of the Effective Date upon execution and delivery by the parties hereto, and such execution and delivery may be effectuated by facsimile transmission, transmission of an executed PDF copy via email, a third party electronic signature verification program or process, by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means. Signatures of the Parties transmitted by any of the foregoing methods shall be deemed to be their original signatures for all purposes and signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

**SIGNATURES TO FOLLOW ON NEXT PAGE**



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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”

“Lessee”

  
Kelvin Murl Flowers

Date: 2-9-2022

  
Leanne Page Flowers

Date: 2/9/2022

**Naturgy Candela Devco LLC**, a Delaware  
limited liability company

DocuSigned by:  
  
B. 92FB6CD35B34408...

Name: Brian Kunz

Its: Authorized Representative

Date: February 27, 2022

DocuSigned by:  
By   
2AB787AC16A741B...

Name: Nikolas Novograd

Its: Authorized Representative

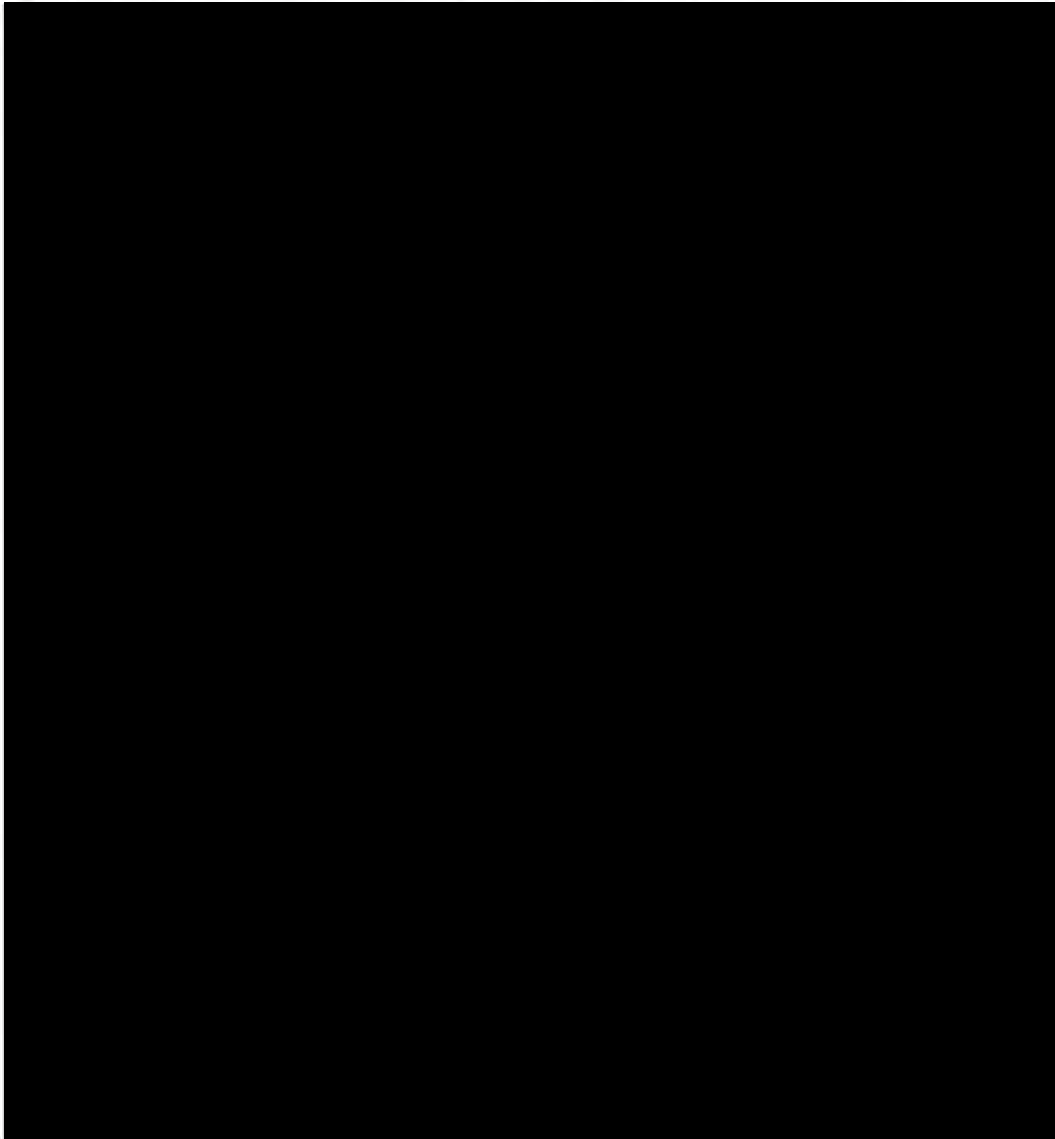
Date: February 27, 2022

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**EXHIBIT A**

**The Property**

That certain real property located in Metcalfe County, State of Kentucky, consisting of approximately [REDACTED] and commonly referenced as APN [REDACTED] .





## EXHIBIT B

### Form of Memorandum of Option and Lease Agreement

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Naturgy Candela Devco LLC  
c/o Candela Renewables  
500 Sansome Street, Suite 500,  
San Francisco, CA 94111  
Attention: Real Estate Manager

SPACE ABOVE THIS LINE RESERVED FOR RECORD'S USE

### MEMORANDUM OF OPTION AND LEASE AGREEMENT

This Memorandum of Option and Lease Agreement (this "**Memorandum**"), dated effective as of \_\_\_\_\_ (the "**Effective Date**") is entered into by and between Kelvin Murl Flowers and Leanne Page Flowers (collectively, "**Owner**") and Naturgy Candela Devco LLC, a Delaware limited liability company ("**Optionee**" or "**Lessee**"). Owner and Optionee shall sometimes be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

### RECITALS

- A. Owner holds a fee simple interest in that certain real property consisting of approximately [REDACTED] located in the County of Metcalfe, State of Kentucky legally described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Land**").
- B. Owner and Optionee are parties to that certain Option and Ground Lease Agreement, dated effective as of the Effective Date (the "**Agreement**"), pursuant to which Owner granted Optionee an exclusive option to lease the Land, including all of Owner's right, title and interest in any rights, hereditaments and benefits appurtenant thereto and improvements thereon, and any easements and rights-of-way benefiting such Land, any rights to water, and all surface (and subsurface down to 250 feet) rights to any minerals, caliche, gravel and/ or hydrocarbons relating thereto, as well as the right to access and utilize all radiant energy emitted from the sun ("**Solar Energy**") upon, over and across said Land, together with the right to all rents, royalties, credits and profits derived from the Solar Energy upon, over and across the real property (collectively, the "**Property**") for purposes of developing, constructing, installing, replacing, maintaining, owning, operating, relocating and removing solar energy collection and electrical generation facilities and/or energy storage facilities of all types thereon on the terms and conditions as described in greater detail in the Agreement. Capitalized terms used herein without definition shall have the definitions set forth in the Agreement.
- C. Pursuant to the Agreement, Owner also agreed to lease the Property to Optionee commencing upon the Lease Term Commencement Date set forth in the Lease Term Commencement Notice delivered by Optionee.



FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, the Parties hereby agree as follows:

1. Option Grant. On the terms and conditions set forth in the Agreement, Owner has granted and hereby grants to Optionee the exclusive option to lease, on an exclusive basis, the Property upon the terms set forth in the Agreement.
2. Option Term. The option term (the “**Option Term**”) of the Agreement commenced on the Effective Date and shall end on the earlier of (i) the date that Optionee selects for the commencement of the Lease Term (as defined below) of the Agreement as set forth in a written notice delivered to Owner (the “**Lease Term Commencement Notice**”), (ii) the date Optionee commences the installation of Solar Generating Equipment (as defined in Section 3.3 of the Agreement) on the Property, (iii) the date Optionee notifies Owner that Optionee elects to terminate the Agreement (“**Termination Notice**”), and (iv) the day preceding the fifth (5th) anniversary of the Effective Date (the “**Option Term Expiration Date**”). During the Option Term, Optionee and its representatives, agents, and contractors shall have a nonexclusive license to enter upon the Property in connection with Optionee’s evaluating the Property and determining the feasibility of solar energy conversion and power generation on the Property, including, without limitation, the right to conduct the studies and inspections referred to in Section 2.2 of the Agreement.
3. Lease Term. The Agreement provides that, unless Lessee delivers a Termination Notice prior to such date, the Lease Term of the Agreement shall commence upon the date (the “**Lease Term Commencement Date**”) that is the earlier of (i) the date set forth in the applicable Lease Term Commencement Notice, (ii) the date Lessee commences the installation of Solar Generating Equipment on the Property, or (ii) the Option Term Expiration Date, and shall continue thereafter for an initial term until the day preceding the twenty-fifth (25th) anniversary of the Lease Term Commencement Date, and may be extended for up to four (4) additional extension terms of five (5) years each pursuant to Section 3.2 of the Agreement (collectively, the “**Lease Term**”). During the Lease Term, Lessee shall have the exclusive right to use and possess the Property and for the purposes described in Section 3.3 of the Agreement, as well as Energy Purposes and the other purposes permitted pursuant to the Agreement and to derive all profits, rents, royalties, credits and profits therefrom, subject to the terms of the Agreement.
4. Ownership of Project Facilities. Owner acknowledges and agrees that Lessee is the exclusive owner and operator of the Project Facilities, that all equipment comprising the Project Facilities shall remain the personal property of the Lessee and shall not become fixtures, notwithstanding the manner in which the Project Facilities are or may be affixed to any real property of Owner. Owner shall have no right, title or interest in the Project Facilities or any component thereof, notwithstanding that the Project Facilities may be physically mounted or affixed to the Property.
5. No Interference. 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



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prospectively, interfere with: the construction, installation, maintenance, or operation of the Project Facilities and/or access over the Property to such Project Facilities and/or Lessee's rights granted under and pursuant to the Agreement to use the Property for Energy Purposes. Without limiting the generality of the foregoing, Owner shall not (and shall not permit others to) disturb or interfere with the unobstructed flow of radiant energy emitted by the sun upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing buildings or other structures or facilities, or by engaging 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 Generating Equipment.

6. Successors and Assigns/Runs With the Property. The terms of this Memorandum and the Agreement shall inure to the benefit of and be binding upon Owner and Lessee and their respective heirs, transferees, successors and assigns with respect to the Property and the Agreement, and all persons claiming under them. The Property shall be held, conveyed, assigned, hypothecated, encumbered, used and occupied subject to the covenants, terms and provisions set forth in this Memorandum and the Agreement, which covenants, terms and provisions shall run with the Property, and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.
7. Effect of Memorandum. Owner and Lessee have executed and recorded this Memorandum to give notice of the Agreement and their respective rights and obligations with respect to the Property. In the event of any inconsistency between the Agreement and this Memorandum, the Agreement shall control.
8. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

[Signature appears on following page.]

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IN WITNESS WHEREOF, each Party has executed this Memorandum as of the date set forth below such Party's signature.

Owner:

\_\_\_\_\_  
**Kelvin Murl Flowers**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Leanne Page Flowers**

Date: \_\_\_\_\_

Lessee:

**Naturgy Candela Devco LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Name: Brian Kunz

Its: Authorized Representative

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Nikolas Novograd

Its: Authorized Representative

Date: \_\_\_\_\_



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CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGEMENT

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 \_\_\_\_\_

On \_\_\_\_\_, 2021 before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
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.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

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CALIFORNIA ALL-PURPOSE  
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State of California

County of \_\_\_\_\_

On \_\_\_\_\_, 2021 before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
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.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)



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CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGEMENT

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 \_\_\_\_\_

On \_\_\_\_\_, 2021 before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
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.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

**OPTION AND GROUND LEASE AGREEMENT**

**By and Between**

**Tammy Hodges,**

**as “Owner”**

**and**

**Naturgy Candela Devco LLC**

a Delaware limited liability company

**as “Optionee and Lessee”**



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Exhibit A – The Property

Exhibit A-1 The Solar Property

Exhibit B – Form of Memorandum of Agreement

## **OPTION AND GROUND LEASE AGREEMENT**

This Option and Ground Lease Agreement (this “**Agreement**”) is by and between Tammy Hodges (“**Owner**”), and **Naturgy Candela Devco LLC**, a Delaware limited liability company (“**Optionee**” or “**Lessee**”), and in connection herewith, Owner and Optionee agree, covenant and contract as set forth in this Agreement. Owner and Optionee are sometimes referred to in this Agreement as a “**Party**” or collectively as the “**Parties**”, and this Agreement shall be dated and effective as of the date the final Party signatory executes this Agreement as set forth on the signature page at the end of the Agreement (the “**Effective Date**”).

1. **Property.** Owner holds a fee simple interest in that certain real property consisting of approximately [REDACTED] located in the County of Metcalfe, State of Kentucky, legally described on **Exhibit A** attached hereto and incorporated herein by reference, together with any rights, hereditaments and benefits appurtenant thereto and improvements thereon, including, any easements and rights-of-way benefiting such real property, any water rights and all surface rights (including subsurface rights down to 250 feet) pertaining to minerals, caliche, gravel and/ or hydrocarbons relating thereto, as well as the right to access and utilize all radiant energy emitted from the sun upon, over and across said real property (collectively, the “**Property**”).

2. **Option Term.**

2.1 **Option Grant.** As consideration for the Option Payments (as defined below), and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Owner hereby grants Optionee the exclusive option to lease, on an exclusive basis, the 83 acre shaded portion of the Property depicted on Exhibit A-1 (the “**Solar Property**”) upon the terms and conditions set forth herein (“**Lease Option**”). Optionee shall have the right to exercise the Lease Option by providing notice (the “**Lease Term Commencement Notice**”) to Owner of its decision to exercise the Lease Option and the Lease Term commencement date (which shall be a day no later than [REDACTED] the delivery of the Lease Term Commencement Notice)(the “**Lease Term Commencement Date**”) at any time prior to the end of the Option Term (as hereinafter defined). Concurrently with execution of this Agreement, Owner and Optionee shall execute and notarize the Memorandum of Option and Lease Agreement in the form attached as **Exhibit B** hereto (the “**Memorandum**”), and shall record such Memorandum in the Office of the Metcalfe County Recorder’s Office as promptly as reasonably possible.

2.2 **Feasibility Period.** Optionee shall have from the Effective Date until the ninetieth (90th) day thereafter (“**Feasibility Period**”) to confirm in Optionee’s sole and absolute discretion, whether Optionee preliminarily believes it may be possible to feasibly and economically develop and use the Solar Property in accordance with Optionee’s plans.

2.3 **Option Payments.** Unless Optionee delivers a Termination Notice (as defined below) prior to the expiration of the Feasibility Period, Optionee shall make an initial option payment equal to [REDACTED] (the “**Initial Option Payment**”) to Owner on or prior to the expiration of the Feasibility Period (or if Owner has not delivered its tax and payment information described in



Section 2.4 below by such date, promptly after Owner delivers such information). Optionee shall thereafter deliver quarterly option payments of [REDACTED] (each, an “**Option Payment**”, and together with the Initial Option Payment, the “**Option Payments**”) to Owner on or prior to the commencement of each quarterly period thereafter during the Option Term. If Optionee elects to provide the Lease Term Commencement Notice or the Termination Notice, it shall have no obligation to make any Option Payments relating to time periods after such exercise or termination.

2.4 Tax and Payment Information. Simultaneously with the execution and delivery of this Agreement (or as soon thereafter as reasonably possible), each Owner party shall provide Optionee with (i) a completed Internal Revenue Service Form W-9 for such Owner party, and (ii) the wire instructions/ACH bank transfer information which such Owner party wants Optionee to utilize to make the payments to such Owner party, together with a telephone number for such Owner party which can be utilized to confirm such Owner party’s wire instructions/ACH bank transfer information and related payment information. Each Owner party understands that it shall be a condition to Optionee’s obligation to make the payments hereunder that all of the Owner parties provide the completed Internal Revenue Service Form W-9 and wire instructions/ACH bank transfer information required to be delivered in this Section 2.4 to Optionee and that no payments under this Agreement shall be due or payable to any Owner party unless and until Optionee has received such information from each Owner party. Any payment by Optionee utilizing the wire instructions/ACH bank transfer information provided by the applicable Owner party in this Agreement (as the same may be updated by such Owner party by providing notice of such updated information in accordance with Section 12.5 below) shall be deemed delivered in compliance with this Agreement.

2.5 Option Term. The Lease Option term (the “**Option Term**”) of this Agreement commences on the Effective Date (and shall include the Feasibility Period) and shall end on the earlier of (i) the date which Optionee selects for the commencement of the Lease Term (as defined below) of the Agreement as set forth in the Lease Term Commencement Notice delivered to Owner, (ii) the date Optionee commences the installation of Solar Generating Equipment (as defined in Section 3.3 below) on the Solar Property, (iii) the date Optionee notifies Owner that Optionee elects to terminate this Agreement (“**Termination Notice**”), and (iv) the day preceding the fifth (5th) anniversary of the Effective Date (the “**Option Term Expiration Date**”). Optionee shall have the right to terminate this Agreement at any time during the Option Term by providing a Termination Notice to Owner and the Agreement shall terminate effective as of the date of termination set forth in such Termination Notice. For the avoidance of doubt, the Agreement is in no way intended by the Parties to, and shall not be interpreted to, create a lease of the Solar Property until Optionee has delivered the Lease Term Commencement Notice or the Lease Term Commencement Date has otherwise occurred, and this Agreement shall be read and interpreted to be consistent with such primary intent of the Parties.

2.6 Optionee’s Activities During Option Term.

(a) During the Option Term, Optionee and its representatives, agents, and contractors shall have a nonexclusive license to enter upon the Property in connection with Optionee’s evaluating the Solar Property and determining the feasibility of solar energy conversion and power generation on the Solar Property, including, without limitation, the right to conduct the

studies and inspections referred to in this Section 2.6; provided that Optionee shall provide Owner with reasonable advance notice of the dates Optionee contemplates that Optionee and/or its representatives, agents, and contractors are planning to enter upon the Property for such purposes. Such right of entry shall include, but not be limited to, (1) the right to conduct geotechnical, biological and cultural resource investigations; (2) the right to install solar monitoring station(s) and to conduct studies of the solar energy emitted upon, over and across the Solar Property and gather other meteorological data; and (3) the right to conduct Phase I and Phase II environmental site assessments.

(b) Optionee shall, at its expense, maintain a commercial general liability insurance policy insuring against loss or liability caused by Optionee's activities on the Property under the Agreement during the Option Term and, if applicable, the Lease Term, in an amount not less than [REDACTED] and [REDACTED], which has a commercially reasonable deductible. Certificates of such insurance shall be provided to Owner upon request of Owner.

(c) Optionee will indemnify, defend and hold harmless Owner against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, in each case to the extent resulting from or arising out of physical damage to property or physical injury to any person, and in each case to the extent caused the negligence or willful misconduct of Optionee or its agents, contractors or subcontractors on the Property during the Option Term, and, if applicable, the Lease Term. This indemnification shall survive the termination of this Agreement for a period of one (1) year. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or willful misconduct of Owner or any of Owner's invitees, contractors, subcontractors or guests.

(d) To assist Optionee's feasibility review, Owner shall cooperate in Optionee's review and within fifteen (15) days after the Effective Date, Owner shall provide Optionee with documentation evidencing the authority of Owner (and the person executing this Agreement on behalf of Owner) to enter into this Agreement, and copies of all leases, contracts, studies, reports, maps, surveys, litigation documentation, correspondence and any other materials in Owner's possession or reasonable control that are material to evaluating the Property, including, without limitation, the following documents: (a) any and all leases or other documents referencing a right to occupy, farm, mine or produce hydrocarbons from the Property; (b) copies of documents creating liens against the Property; (c) all soils, seismic, environmental and toxics studies, reports, surveys and assessments, and all documents, correspondence, applications, permits and other communications to or from any government agency in connection with any Hazardous Materials (as defined below) or any environmental condition of the Property, including any underground storage tanks; (d) title policies; and (e) information regarding water rights and existing wells.

(e) During the Option Term, Optionee will initiate the process of obtaining and negotiating, as applicable, the land-use and entitlements (e.g., conditional use permits, re-zoning, grid interconnection and transmission agreements, power purchase agreements, and the like) necessary to develop and operate Optionee's contemplated project. At no expense to Owner, Owner shall support Optionee in all material respects in these efforts and



execute any applications or permits on which any governmental agency requires an Owner signature in connection therewith

(f) After Optionee determines whether or not it will be feasible to utilize the Solar Property for Solar Energy Purposes, Optionee will deliver to Owner, as applicable, either a Termination Notice to terminate the Agreement, or a Lease Term Commencement Notice setting forth its intent to either continue the Agreement for the Lease Term and the Lease Term Commencement Date. Within ten (10) days after Optionee delivers the Lease Term Commencement Notice, Owner and Optionee shall execute and record an addendum and amendment to this Agreement and to the Memorandum to add and incorporate into this Agreement and the Memorandum the Lease Term Commencement Date (the “**Agreement Addendum**”) to put third parties on notice of the Lease Term Commencement Date.

2.7 Owner’s Use of the Property during the Option Term. During the Option Term, (i) Owner shall have the right to continue to use the Property for agricultural, ranching and/or other reasonable purposes so long as the Property is maintained substantially in accordance with its condition as of the Effective Date and in compliance with all applicable laws, (ii) Owner shall not voluntarily take any action to render any of the representations or warranties of Owner set forth herein incorrect, (iii) since Owner understands that Optionee is intending to use the Solar Property for the Facilities, Owner shall not modify or extend any leases or other agreements granting other parties rights to use or possess the Solar Property without Optionee’s prior written consent, or enter into new leases or any other agreements or otherwise grant (actively or permissively) any rights to other parties to use or possess the Solar Property unless such leases or agreements are terminable without cause and without any payment or other obligation upon ninety (90) days prior written notice, (iv) Owner shall not make any material alterations to the Solar Property, and (v) Owner shall pay for all materials and services furnished to the Property at the request of the Owner.

### 3. Lease Term.

3.1 Lease Term. Unless Lessee delivers a Termination Notice prior to such date, the Lease Term of this Agreement shall commence upon the date (the “**Lease Term Commencement Date**”) that is the earlier of (i) the date set forth in the applicable Lease Term Commencement Notice, (ii) the date Lessee commences the installation of Solar Generating Equipment on the Solar Property, or (iii) the Option Term Expiration Date, and shall continue thereafter until the day preceding the twenty-fifth (25th) anniversary of the Lease Term Commencement Date (the “**Base Term**”, and as the same may be extended for up to four (4) Extension Terms pursuant to Section 3.2 below, the “**Lease Term**”). For good and valuable consideration, Owner hereby agrees to lease the Solar Property to Lessee pursuant to the terms and conditions of this Agreement effective as of the Lease Term Commencement Date.

3.2 Extension Options. Lessee shall also have up to four (4) extension rights, upon written notice to Owner at least one hundred eight (180) days prior to the expiration of the Base Term or the first three (3) Extension Terms, as applicable, to extend the Lease Term for one (1) additional period of five (5) years on each such occasion (each, an “**Extension Term**”), such that, if all such extensions are exercised, the total term of the Lease Term may extend up to a

maximum of forty-five (45) years. The Option Term, together with the Lease Term shall be referred to herein collectively, as the “**Term**”.

3.3 Lease Term Rights. During the Lease Term, Lessee shall have the exclusive right to use and possess both the surface and top 250 feet of the subsurface of the Solar Property and the airspace and solar energy above for the purposes described in Section 2.6, as well as for Solar Energy Purposes, and to derive all profits, rents, royalties, credits and profits therefrom. For purposes of this Agreement, the meaning of “**Solar Energy Purposes**” includes, without limitation, the right to convert the radiant energy emitted by the sun into electrical energy and to collect, store and transmit electrical energy, together with any and all activities related thereto, including, without limitation, constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, solar energy collection and electrical generating and storage 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 and communications lines, electric transformers, telecommunications equipment, roads, meteorological towers and solar energy measurement and storage equipment, control buildings, operations and maintenance buildings, office trailers, sanitary facilities (porta potties), maintenance yards, construction laydown areas, substations, switch yards, and related facilities and equipment (the Solar Generating Equipment together with all of the other foregoing equipment and improvements, collectively “**Facilities**”); and undertaking any other activities, including, without limitation, site preparation, grading, vegetation removal, gravel laydown and other ground treatment, whether accomplished by Lessee or a third party authorized by Lessee, that are consistent with the operation of the Facilities and which Lessee reasonably determines are necessary, useful or appropriate. Lessee shall have the right to make all siting decisions with respect to the Facilities on the Property. Lessee’s rights with respect to the Solar Property during the Lease Term shall also include the following rights:

(a) Land Management Rights. During the Lease Term Lessee may, as reasonably necessary grade, level, mow, remove, relocate, trim, prune, top or otherwise control the growth of any tree, shrub, plant or other vegetation; relocate, dismantle, demolish, and remove any improvement, structure, embankment, impediment, berm, wall, fence or other object, on or that intrudes (or could intrude) into the Solar Property that could obstruct, interfere with or impair the process of installing, operating, maintaining, repairing and/or replacing any of the Facilities or otherwise interferes with the use of the Solar Property by Lessee hereunder and/or conduct such other activities related to installing, maintaining, operating, repairing and replacing the Facilities.

(b) Right to Control Access. Subject to the terms of this Agreement and applicable law, during the Lease Term, Lessee shall have the right under the Agreement to control and restrict access onto and over the Solar Property and exclude others (other than any parties with preexisting easement rights of record or other rights approved by Lessee), and Lessee may, at its sole expense, construct and maintain security devices on the Solar Property which Lessee deems appropriate and necessary for the protection of the Facilities, including, but not limited to, any type of fencing, security monitoring or other security safeguards.

(c) If requested to do so by Lessee in connection with the development and operation of the Facilities, Owner shall grant to each applicable power and/or water utility a



reasonable access, utility and/or equipment easement that is reasonably required in connection with the operation of the Facilities and the Solar Energy Purposes.

3.4 **Owner Access.** During the Lease Term, Owner shall have the right to reasonably access the Solar Property at reasonable intervals and at reasonable times and upon at least forty-eight hours prior advance written notice to Lessee to inspect the Solar Property. Any such access shall not materially interfere with Lessee's use of the Solar Property for Solar Energy Purposes and occupancy of the Solar Property in any manner. Owner's foregoing right of inspection must be on an escorted basis with Lessee, its agents or employees in compliance with established site and safety procedures and does not include the right to climb onto or into Facilities or to come into physical contact with any transmission facilities without the prior written consent of Lessee. Owner shall abide by all reasonable safety measures instituted by or on behalf of Lessee as to which Owner has received notice.

4. **Lease Term Payments.** Lessee shall pay to Owner as rent in consideration of the rights granted hereunder with respect to the Solar Property during the Lease Term, the amount of [REDACTED] of the Solar Property ("**Rent**"), which amount shall be paid in annual installments commencing upon the Lease Term Commencement Date and each anniversary thereof until the expiration or termination of the Lease Term (prorated for any partial calendar year).

5. **Ownership of Facilities.** Owner acknowledges and agrees that Lessee will be the exclusive owner and operator of the Facilities, and that any Facilities installed on the Property are hereby severed by agreement and intention of the parties and shall remain severed from the Property, and shall be considered with respect to the interests of the parties hereto as the property of Lessee or other party designated by Lessee, and, even though attached to or affixed to or installed upon the Property, shall not be considered to be fixtures or a part of the Property and shall not be or become subject to the lien of any mortgage or deed of trust heretofore or hereafter placed on the Property by Owner. Owner hereby waives all rights, statutory or common law, or claims that it may have in the Facilities including, without limitation, any right of distraint. Owner shall have no right, title or interest in the Facilities or any component thereof, notwithstanding that the Facilities may be physically mounted or affixed to the Property. Owner consents to the filing of a disclaimer of the Facilities as a fixture of the Property in the office where real estate records are customarily filed in the jurisdiction of the Property. Except for the Rent payments described in Section 4 above, Owner shall not be entitled to any other payments or benefits accrued by or from the Facilities, including renewable energy credits, environmental credits or tax credits.

6. **Property Taxes.**

6.1 **Lessee Tax Obligation – Rollback Assessment.** Unless Lessee is paying such taxes directly to the taxing authority as described below, for the period commencing as of the Lease Term Commencement Date and for the remainder of the Lease Term, Lessee shall pay to Owner (i) the amount of any property taxes applicable to Lessee's Facilities and (ii) the amount of any increase in the real property taxes levied against the Solar Property over and above the then applicable Base Tax Amount (as defined in Section 6.3 below) to the extent such increase is attributable to a change in property tax designation or valuation of the Solar Property resulting

from the activities of Lessee and the installation and operation of Lessee's Facilities on the Solar Property including any rollback assessment to the extent resulting from Lessee's activities or Facilities (the "**Rollback Assessment**"), but expressly excluding any rollback assessment due to Owner's failure to continue to maintain the use of the Property during the Option Term or to continue to maintain the use of any portion of the Property located outside the Solar Property thereafter (the amounts described in (i) and (ii) of this sentence being referred to as "**Lessee's Property Tax Amount**").

6.2 Tax Bills/Tax Payment. If the property tax statements for the Facilities and the Solar Property are being sent to Owner, Lessee agrees to pay Lessee's Property Tax Amount pertaining to the applicable tax statements to Owner within thirty (30) days after receipt of a copy of the applicable tax statements from Owner. Unless Lessee is paying such taxes directly to the taxing authorities as provided below, Owner shall pay before delinquency all real property taxes and assessments, and shall promptly send to Lessee evidence of payment of the same. If Owner fails to do so, Lessee shall have the right to pay such amounts on Owner's behalf. Any amounts so paid by Lessee may be offset against all or any of the Rent payments next payable by Lessee under this Agreement. Lessee may contest the assessed value of the Facilities and Property, 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 Facilities within thirty (30) days after Owner receives same, but in no event later than thirty (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; provided, however, that Lessee shall reimburse Owner for its reasonable out-of-pocket expenses, including reasonable attorneys' fees, incurred in connection with providing such assistance. Owner and Lessee shall work together in good faith to cause the taxing authorities to deliver the tax statements for the Solar Property and the Facilities directly to Lessee for the assessments pertaining to the Lease Term. In the event the taxing authorities provide such tax statements directly to Lessee, Lessee agrees to pay the real property taxes due pursuant to such tax statements directly to the taxing authorities, and Owner agrees to pay the Base Tax Amount to Lessee within thirty (30) days after receipt of a copy of such statements from Lessee. If Owner fails to do so, Lessee may offset the amount of the Base Tax Amount owed by Owner against all or any of the Rent payments next payable by Lessee under this Agreement. OWNER AND LESSEE EACH AGREE TO INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY LIABILITY, COST OR EXPENSES, PAID BY THE OTHER PARTY OR FOR WHICH THE OTHER PARTY IS LIABLE, TO THE EXTENT SUCH OTHER PARTY PAID SUCH TAXES OR IS LIABLE DUE TO SUCH INDEMNIFYING PARTY'S FAILURE TO PAY ANY REAL PROPERTY TAXES WHICH SUCH INDEMNIFYING PARTY IS RESPONSIBLE FOR PAYING UNDER THIS AGREEMENT.

6.3 Owner Tax Obligation. Owner shall be liable for all property taxes levied against the Property pertaining to the Option Term. Owner shall be liable for the then applicable Base Tax Amount (as defined below) with respect to the Property for the Lease Term. The "**Base Year**" shall mean the most recent full annual property tax period prior to the property tax year in



which the Lease Term Commencement Date occurs. The “**Base Tax Amount**” shall mean the lesser of (i) the real property taxes levied against the Property during such property tax year, and (ii) the real property taxes levied against the Property during the Base Year increased by [REDACTED] from and after the Base Year through such property tax year, plus, in either case, any rollback assessment and interest assessment due to Owner’s failure to continue to maintain the use of the Property during the Option Term or to continue to maintain the use of any portion of the Property located outside the Solar Property thereafter. This Section shall be construed to limit the amount of any actual increase in the real property taxes levied against the Property for which Owner is responsible to a maximum increase of [REDACTED] relative to the Base Year taxes (i.e. no greater than a [REDACTED] calculated on a cumulative basis each year commencing as of the first annual tax year after the Base Year) and any rollback assessment and interest assessment due to Owner’s failure to continue to maintain the use of the Property during the Option Term or to continue to maintain the use of any portion of the Property located outside the Solar Property thereafter.

6.4 Cooperation to Minimize Rollback Tax and obtain Separate Tax Bills. Prior to the start of the Lease Term, Owner and Lessee shall cooperate to make coordinated filings to request that the county tax assessor (i) establish separate property tax parcels with respect to the Solar Property and the remainder of the Property located outside the Solar Property if that will be helpful to limiting the scope of any roll back assessment to the Solar Property, and (ii) provide a separate tax bill with respect to Lessee’s Facilities.

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

7.1 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 Facilities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Property or 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. Any such contest or proceeding shall be controlled and directed by Lessee.

7.2 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 Solar Property in connection with Lessee’s use of the Solar Property pursuant to the Agreement; provided, however, that if Lessee wishes to contest any such lien, Lessee shall, within ninety (90) days after it receives notice of the filing of such lien, remove or bond over such lien from the Property pursuant to applicable law.

7.3 Hazardous Materials. Lessee shall comply in all material respects with federal, state, and/or local law, and ordinances, and regulations promulgated thereunder relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any Hazardous Materials (“**Environmental Laws**”) in, on under, or about the Solar Property by Lessee. Lessee shall indemnify Owner against any claims arising from a violation of Environmental Laws that is caused by Lessee or Lessee’s agents. Lessee shall promptly notify Owner after it becomes aware of any violation of Environmental Law caused by

Lessee or Lessee's agents that could reasonably be expected to result in a claim against Owner and shall promptly take all actions, at its sole expense, as are required by applicable Environmental Laws to return the affected area(s) to the condition existing prior to the introduction of any such Hazardous Materials by Lessee or its agents, including, without limitation, any investigation or monitoring of site conditions or any clean up, remediation, response, removal, encapsulation, containment or restoration work required by Environmental Laws because of such violation. This provision shall survive termination of the Agreement. For purposes of this Agreement, "**Hazardous Materials**" means any flammable explosives, asbestos, asbestos containing materials, radioactive materials, hazardous wastes, petroleum, including crude oil or any fraction thereof, polychlorinated biphenyls, corrosive, reactive, ignitable, toxic, reproductive toxic, carcinogenic or any other substances, materials, wastes, products, chemicals or compounds which are controlled or regulated by any federal, state or local law, rule or regulation, regardless of quantity or levels and whether injurious by themselves or in combination with other materials.

7.4 Lessee's Authority. Lessee has the unrestricted right and authority to execute this Agreement. Each person signing this Agreement on behalf of Lessee is authorized to do so. When signed by Lessee, this Agreement constitutes a valid and binding agreement enforceable against Lessee in accordance with its terms.

8. **Owner's Representations, Warranties, and Covenants.** Owner hereby represents and warrants as of the Effective Date and the Lease Term Commencement Date, and covenants as follows:

8.1 Owner's Authority. Owner is the sole owner of the Property and has the unrestricted right and authority 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. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

8.2 Conflict with Other Agreements. Neither the execution and delivery of this Agreement, nor incurring of the obligations set forth herein, nor compliance by Owner with the terms and provisions of the Agreement, will conflict with or result in a default under, any indebtedness or any contract, deed of trust, loan, agreement, lease or other agreements or instruments pertaining to Owner and/or the Property.

8.3 Litigation. There are no current, pending or contemplated actions, administrative inquiries or proceedings, suits, arbitrations, claims or proceedings commenced by any person or governmental entity affecting Owner and/or the Property or any portion thereof.

8.4 Violations of Law. Owner has not received notice from any governmental agency pertaining to the violation of any law or regulation affecting the Property or any portion thereof, and Owner has no knowledge of any facts which might be a basis for any such notice.

8.5 No Interference. 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 evaluation, investigation, construction, installation, maintenance, or operation of the Facilities and/or access over the Solar Property to such Facilities and/or



Lessee's rights granted hereunder to use the Solar Property for any other Solar Energy Purposes. Without limiting the generality of the foregoing, Owner shall not (and shall not permit others to) disturb or interfere with the unobstructed flow of radiant energy emitted by the sun upon, over and across the Solar Property, whether by placing towers or antennas of any type, planting trees or constructing buildings or other structures or facilities, or by engaging 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 Facilities. Owner shall be entitled to grant a lien or otherwise encumber Owner's fee estate in the Property or interest in this Agreement (a "**Fee Mortgage**") to a Fee Mortgagee (as hereinafter defined); provided, said grant or encumbrance entered shall be subject to this Agreement, any modifications or extensions hereof or any new lease so made pursuant to Section 10.3 (collectively, "**Modifications**"), and all rights of Lessee (and any Leasehold Mortgagee or other party claiming by and through Lessee) under this Agreement. The grant of a lien or encumbrance by Owner in favor of Fee Mortgagee shall be subordinate to and shall not be a lien prior to this Agreement, any Modifications, or any Leasehold Mortgage placed thereon. Any encumbrance by Owner shall not be deemed to give any such assignee any greater rights than Owner hereunder or the right to cancel the Agreement or any Modifications unless there is an Event of Default on the part of Lessee (which remains uncured by either Lessee or the Leasehold Mortgagee) which, under the terms of this Agreement or any Modifications, gives Owner a right to cancel this Agreement or any Modifications, and withhold from such Leasehold Mortgagee a new lease pursuant to Section 10.3. As used herein, the term "**Fee Mortgage**" collectively includes any financial institution or other person or entity that from time to time provides secured financing to Owner secured all or in part by the Property, and any agent, security agent, collateral agent, indenture trustee, loan trustee, loan participant or participating or syndicated lenders involved in whole or in part in such financing, and their respective representatives, successors and assigns. If Owner's interest in this Agreement is encumbered by a Fee Mortgage, if requested by Lessee, Owner shall obtain and deliver to Lessee a non-disturbance agreement and subordination agreement from the applicable Fee Mortgagee in a form reasonably acceptable to Lessee.

8.6 Indemnity. Owner will indemnify, defend and hold harmless Lessee and Lessee's members, employees, successors and assigns (collectively, "**Lessee's Indemnified Parties**") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, in each case to the extent resulting from or arising out of physical damage to property or physical injury to any person on the Property, and in each case to the extent caused by Owner's negligence or willful misconduct on the Property. 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 willful misconduct of Lessee or any of Lessee's Indemnified Parties.

8.7 Liens and Leases. Except with respect to any lease agreements provided to Lessee within fifteen (15) days after the Effective Date pursuant to Section 2.6(d) above, Owner represents that there are no unrecorded liens, encumbrances, leases, mortgages, deeds of trust, security interests, claims, disputes or other exceptions to Owner's right, title or interest in the Property. Prior to the commencement of the Lease Term, Owner shall terminate any leases pertaining to the Solar Property other than this Agreement and subordinate or remove any monetary liens. During the Term, Owner shall cooperate with Lessee in Lessee's efforts to obtain any mineral and/or petroleum accommodation agreements and exercise best efforts to obtain non-

disturbance, subordination, release, reconveyance, relocation agreement and/or other title curative agreements from any person or entity with a lien, encumbrance, mortgage or other exception to Owner's fee title to the Property as requested by Lessee in order to facilitate development and financing of the Facilities. If Owner and Lessee are unable to obtain such agreements from any person or entity holding an interest in the Solar Property, and Owner defaults on its obligations to such holder, then Lessee shall be entitled (but not obligated) to fulfill Owner's obligations to such holder and may offset the cost of doing so against future payments due Owner under this Agreement. Owner also shall provide Lessee with any further assurances and shall execute any owner's affidavits, mechanics lien indemnities, estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes, title insurance purposes or otherwise reasonably requested by Lessee. After the Effective Date, other than with respect to a Fee Mortgage complying with Section 8.5 above, Owner shall not without the prior written consent of Lessee voluntarily create or acquiesce in the creation of any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters or other exception to title to the Property, and Owner shall not create or suffer any monetary lien or encumbrance against the Property unless the holder thereof enters into a non-disturbance or similar agreement in a form reasonably acceptable to Lessee, which protects and preserves the priority of all of Lessee's rights hereunder (and any amendment hereto) in the event of a foreclosure of such monetary lien.

8.8 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 permits and approvals, building permits, environmental impact reviews or any other approvals required for the financing, construction, installation, monitoring, replacement relocation, maintenance, operation or removal of Facilities, including execution of applications for such approvals, and including participating in any appeals or regulatory proceedings respecting the Facilities. To the extent permitted by law, Owner hereby waives enforcement of any applicable setback requirements respecting the Facilities to be placed on the Property or any such facilities to be placed upon property adjacent to the Property. The Owner cooperation contemplated is intended only for Owner to provide any required Owner signatures as the holder of fee title to the Property. Should Owner agrees at Lessee's request to provide Lessee with additional support acquiring mineral or petroleum accommodation agreements, governmental approvals, permits and other property rights and entitlements, Lessee shall reimburse Owner for the time spent providing such Lessee requested assistance at a rate of \$85 per hour plus reasonable expenses and other expenses approved in writing in advance by Lessee. However, Owner shall at its cost remove or subordinate any liens, encumbrances or mortgages required for financing the Facilities.

8.9 Conveyances, Other Agreements, and Owner's Cooperation. In connection with the exercise of the rights of Lessee hereunder, Lessee, shall also have the right, without further act or consent of Owner with respect to grants that do not extend beyond the expiration of the Term, and with Owner's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, with respect to grants that will extend beyond the expiration of the Term: (a) to grant directly or (b) cause Owner to promptly grant to any party (a "**Grantee**") such rights or interests in or to the Solar Property that are reasonably necessary or convenient for the Lessee's use of the Solar Property for the Facilities as permitted pursuant to Section 3.3, including, without limitation, easements and similar associated rights to construct, operate, and maintain transmission, substation, collection, distribution, interconnection or switching lines or facilities



pursuant to a standard form of easement or other similar agreement, lot line adjustments, lot line mergers, right-of-way dedications, or rights of abandonment (collectively, the “**Additional Rights**”). It is agreed that it would be unreasonable for Owner to withhold, condition, or delay its consent to any of the Additional Rights to the extent that the grant of the right or interest is necessary for the operation of the Facilities.

8.10 Hazardous Materials.

(a) Owner shall not violate any Environmental Laws in, on or under the Property. Owner shall indemnify Lessee against any such violation of Environmental Laws that: (i) exists as of the Effective Date, or (ii) is caused by Owner or Owner’s contractors or agents and occurs after the Effective Date.. The Owner shall promptly notify the Lessee of any such violation. This provision shall survive termination of the Agreement.

(b) To 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 violation of any Environmental Laws. To Owner’s knowledge, 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 Law. Neither Owner nor, to 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.

8.11 Full Disclosure. To Owner’s knowledge, Owner has delivered or made available to Lessee true, complete and accurate copies of all reports, studies, documents, agreements, memoranda, correspondence, papers, diagrams and photographs in Owner’s possession or control which are material to evaluating the Property.

8.12 Title Policy. Owner holds the entire fee simple interest in the Property. Owner shall reasonably cooperate with Lessee (including by executing a customary lien, possession, and encumbrance affidavit and indemnity) in Lessee’s efforts to obtain an ALTA Extended Coverage Owner’s Policy of Title Insurance, with liability in an amount reasonably satisfactory to Lessee insuring that leasehold title to the applicable Property is vested in Lessee or Lessee’s designated affiliate free of encumbrances, except as permitted herein or otherwise approved by Lessee, and including such endorsements as Lessee may reasonably require. All transaction costs including title insurance costs, shall be paid in accordance with custom in the county in which the Property is located.

9. Assignment. Subject to Section 8.5, each Party shall have the right and authority to sell, convey, assign, sublease or otherwise transfer, and/or collaterally assign, mortgage or encumber to one or more persons any or all of its right, title and interest under this Agreement to

one or more persons (each, an “Assignee”). The assigning Party shall notify the other Party in writing of any such assignment and the name and address of any Assignee.

10. **Mortgagee Protection.** In the event that any mortgage, deed of trust or other security interest in this Agreement or in any Facilities is entered into by Lessee or any Assignee (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 10. 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.

10.1 **Leasehold Mortgagee’s Right to Possession, Right to Acquire and Right to Assign.** A Leasehold Mortgagee shall have the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the leasehold estate by any lawful means; (c) to take possession of and operate the 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) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold estate to a third party. Owner’s consent shall not be required for the acquisition of the encumbered leasehold estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10.3 New Lease to Mortgagee. If this Agreement terminates because of Lessee's default or if the leasehold estate is foreclosed, or if the Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, the Owner shall, upon written request from any Leasehold Mortgagee within ninety (90) days after such event, enter into a new lease (the "**New Lease**") for the Solar Property, 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 if this Agreement had not been terminated.

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

by Lessee under the terms of the Agreement up to the date of execution of the New Lease, as if the Agreement had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Lessee under the terms of the 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 up to the date of commencement of the New Lease, except those obligations which constitute non-monetary defaults not susceptible to cure, as described in (ii) above. 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 New Lessee designated by such Leasehold Mortgagee, without the Leasehold Mortgagee assuming the burdens and obligations of Lessee thereunder.

(d) If more than one Leasehold Mortgagee makes a written request for a New Lease pursuant hereto, the New Lease shall be delivered to the Leasehold Mortgagee requesting such New Lease whose Mortgage is prior in lien.

(e) The provisions of this Article 10 shall survive the termination, rejection or disaffirmance of the Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 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 the Agreement to the date of execution and delivery of such New Lease, such Leasehold Mortgagee may use and enjoy said Solar 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.

10.4 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 an unpaid Leasehold Mortgage, this Agreement shall not be modified or amended and Owner shall not accept a surrender of the Solar 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 the Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by such Leasehold Mortgagee.

10.5 Estoppel Certificates, Etc. Owner shall within ten (10) business days after written request therefor, execute and deliver such 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) and/or consents to assignment (whether or not such consent is actually required) and/or non-disturbance agreements as Lessee, any Assignee or Leasehold Mortgagee may reasonably request from time to time.





[REDACTED]

[REDACTED]

12. **Miscellaneous.**

12.1 **Force Majeure.** If performance of the Agreement or of any obligation hereunder and/or Lessee's ability to operate the Facilities and to transmit and sell power, ancillary services and/or related energy products therefrom to a third party purchaser is prevented, interfered or 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, and/or with respect to an event preventing, interfering or hindering Lessee's ability to operate the Facilities and/or to transmit and sell power, the Rent payment obligation shall be abated, to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid, remove or repair such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "**Force Majeure**" means fire, earthquake, flood, or other casualty or accident; epidemic, strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition beyond the reasonable control and without the fault or negligence of the Party claiming Force Majeure.



12.2 Condemnation. Should title or possession of all of the Solar Property be taken in condemnation proceedings by a government agency or governmental body under the exercise of the right of eminent domain, or should a partial taking render the remaining portion of the Solar Property unsuitable for Lessee's use, then, at Lessee's written election, this Agreement shall terminate upon the vesting of title or taking of possession. All payments made on account of any taking by eminent domain shall be apportioned between the valuation given to Lessee's interest under this Agreement and the Facilities (collectively "**Lessee's Interest**") and the valuation given to Owner's interest in this Agreement and its reversionary interest in the Solar Property, valued as unimproved and unentitled land (collectively, "**Owner's Interest**"), and Lessee shall not be required to pursue a separate award from the condemning authority, nor shall Lessee's right to condemnation proceeds under this Section 12.2 be affected by the refusal of the condemning authority to make a separate award in favor of Lessee. The portion relating to Lessee's Interest shall be paid to Lessee, and the portion relating to the Owner's Interest shall be paid to Owner; provided that, to the extent not already included as part of Lessee's Interest, Lessee shall also be entitled to any award made for the reasonable removal and relocation costs of any Facilities that Lessee has the right to remove, and for the loss and damage to any such Facilities that Lessee elects or is required not to remove, and for any loss of income from the Facilities, and for the loss of use of the Solar Property by Lessee to the extent of Lessee's interest as lessee, the loss in value of the Lessee's interest under the Agreement, and loss of any goodwill. The balance of any award, including severance damage, if any, shall be payable to Owner. It is agreed that Lessee shall have the right to participate in any condemnation proceedings and settlement discussions and negotiations thereof and that Owner shall not enter into any binding settlement agreement without the prior written consent of Lessee, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee's share of the award shall be paid to the Leasehold Mortgagee, if any, if and to the extent required by the Leasehold Mortgage. Lessee's Rent obligations hereunder shall be reduced in proportion to the extent any condemnation of a portion of the Property adversely impacts Lessee's generation of revenue from the Facilities as reasonably agreed by Owner and Lessee. If Owner and Lessee cannot reasonably agree within six (6) weeks of such taking, such adverse impact shall be determined by an independent engineer reasonably acceptable to both Owner and Lessee, and if Owner and Lessee do not agree upon an independent engineer within four (4) additional weeks, then one shall be appointed as promptly as reasonably possible by a court having jurisdiction as provided in Section 12.7 below.

12.3 Confidentiality. To the full extent allowed by law, 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 Facilities, and the like, whether disclosed by Lessee or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents, or (ii) 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. To the full extent permitted by law, Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee. Notwithstanding the foregoing, Owner may provide information as required or appropriate to attorneys, accountants, lenders, or third parties who may be assisting Owner or with whom Owner

may be negotiating in connection with the Property, Owner's financial or other planning, or as may be necessary to enforce this Agreement.

12.4 Successors and Assigns/Runs With the Property. The Agreement shall inure to the benefit of and be binding upon Owner and Lessee and their respective heirs, transferees, successors and assigns with respect to the Property and the Agreement, and all persons claiming under them. The Property shall be held, conveyed, assigned, hypothecated, encumbered, used and occupied subject to the covenants, terms and provisions set forth in this Agreement, which covenants, terms and provisions shall run with the Property, and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, executors, administrators, 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 the Agreement and actually are exercising rights under this Agreement to the extent consistent with such interest.

12.5 Notices. Unless otherwise specifically provided herein, any approval, disapproval, demand, notice or other like communication reasonably intended to provide notice ("**Notice**") required or permitted to be given hereunder shall be in writing to the applicable party's address specified below (as the same may be modified as provided below) and may be served (a) personally, or (b) by commercial delivery or private courier service, or (c) by Federal Express or other national overnight delivery service, or (d) by registered or certified mail (return receipt requested, postage prepaid), or (e) by email transmission, to the respective email addresses set forth below so long as any email notice contains the following in the subject line in all caps: "OFFICIAL NOTICE UNDER HODGES AGREEMENT"), which Notice shall be effective (i) upon personal delivery, (ii) upon the date of actual delivery if delivered by Federal Express or another nationally recognized or other commercial or private delivery service provided delivery is made during regular business hours or if receipt is acknowledged by a person reasonably believed by the delivering party to be the recipient, or a family member, member, principal or employee of the recipient, (iii) when received as indicated by the date on the return invoice or receipt showing delivery if delivered by the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iv) when sent by email with written confirmation of receipt by the other party (which shall expressly exclude any automatic "out of office" response from the recipient). Notice of change of any address, telephone or email address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or, the inability to deliver because of changed address of which no Notice was given shall be deemed to constitute receipt of the Notice.

If to Owner:

Tammy Hodges  
1545 Apple Grove Road  
Summer Shade, KY 42166

If to Lessee:

Naturgy Candela Devco LLC  
c/o Naturgy Renovables SLU  
Avenida SAN LUIS 77 Edificio G pl. PB  
28033 Madrid  
Spain  
Attn: Marta Barrionuevo Huélamo  
Email: [mbarrionuevo@naturgy.com](mailto:mbarrionuevo@naturgy.com)

with a copy to :

Naturgy Candela Devco LLC  
c/o Naturgy Renovables, SLU  
Avenida SAN LUIS 77 Edificio I pl. 04  
28033 Madrid  
Spain  
Attn: Rafael López Alarcón  
Email: [rlopeza@naturgy.com](mailto:rlopeza@naturgy.com)

Naturgy Candela Devco LLC  
c/o Candela Renewables, LLC  
500 Sansome Street, Suite 500  
San Francisco, CA 94111  
Attn: Brian Kunz, CEO  
Email: [Brian.Kunz@Candelarenewables.com](mailto:Brian.Kunz@Candelarenewables.com)

12.6 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Owner and Lessee respecting the leasehold rights and obligations of the parties pertaining to the Property. 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. Provided that no material default in the performance of Lessee's obligations under this Agreement shall have occurred and remain uncured, Owner shall cooperate with Lessee in amending this Agreement from time to time to include any provision that may be reasonably requested by Lessee for the purpose facilitating a financing related to its Facilities.

12.7 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky, without regard to its choice of law rules. 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. The prevailing party in any action or proceeding for the enforcement, protection or establishment of any right or remedy under this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party. Each Party shall pay for its own legal costs incurred in preparing and negotiating this Agreement.



12.8 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 be longer than the longest period permitted by applicable law.

12.9 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 energy established by any local, state or federal government, then, at Lessee's option, Owner and Lessee shall exercise good faith and negotiate an amendment to this Agreement or replace it with a different instrument so as to convert Lessee's interest in the Property to a substantially similar interest that makes Lessee eligible for such credit, benefit or incentive.

12.10 No Broker. Owner and Lessee each represent and warrant to the other that no broker or finder is entitled to any commission or finder's fee resulting from any action on its part in connection with this Agreement. Each party agrees to indemnify, defend and hold the other harmless against any claim, loss, damage, cost or liability for any broker's commission or finder's fee asserted as a result of its own act or omission in connection with the execution of this Agreement.

12.11 Waiver of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT, WHETHER BASED IN CONTRACT, INDEMNITY, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY HERETO, OR ITS AFFILIATES OR ITS AND THEIR RESPECTIVE DIRECTORS, MANAGERS, OFFICERS, SHAREHOLDERS, PARTNERS, MEMBERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES, BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF, RELATE TO, OR ARE OTHERWISE ATTRIBUTABLE TO THIS LEASE OR THE PERFORMANCE OR NON-PERFORMANCE OF DUTIES HEREUNDER.

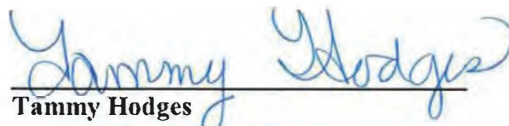
12.12 Counterparts. This Agreement may be executed in one or more counterparts (each of which shall be deemed an original, but all of which together shall constitute one and the same instrument) and shall be effective as of the Effective Date upon execution and delivery by the parties hereto, and such execution and delivery may be effectuated by facsimile transmission, transmission of an executed PDF copy via email, a third party electronic signature verification program or process, by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means. Signatures of the Parties transmitted by any of the foregoing methods shall be deemed to be their original signatures for all purposes and signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

**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”

“Lessee”

  
\_\_\_\_\_  
**Tammy Hodges**

Date: 3-16-2022

**Naturgy Candela Devco LLC**, a Delaware  
limited liability company

DocuSigned by:  
  
By: 92FB6CD35B34408

Name: Brian Kunz

Its: Authorized Representative

Date: 4/14/2022

DocuSigned by:  
  
By: 2AB7B7AC16A741B

Name: Nikolas Novograd

Its: Authorized Representative

Date: 4/14/2022



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”

“Lessee”

**Naturgy Candela Devco LLC**, a Delaware  
limited liability company

\_\_\_\_\_  
**Tammy Hodges**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Brian Kunz

Its: Authorized Representative

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Nikolas Novograd

Its: Authorized Representative

Date: \_\_\_\_\_

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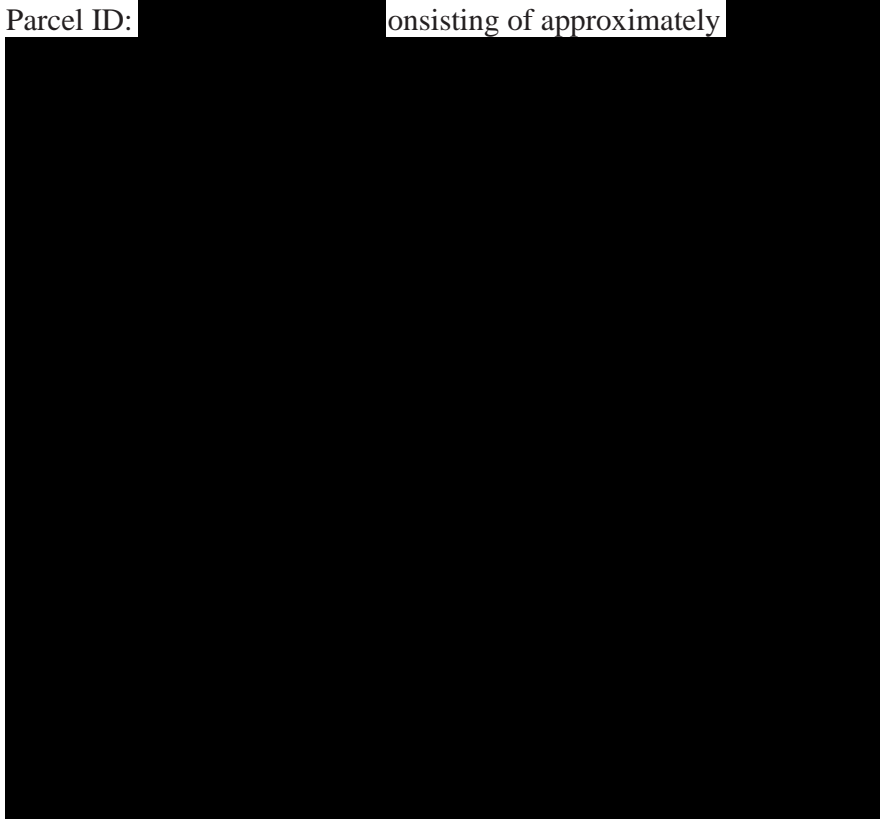
A-1

## **EXHIBIT A**

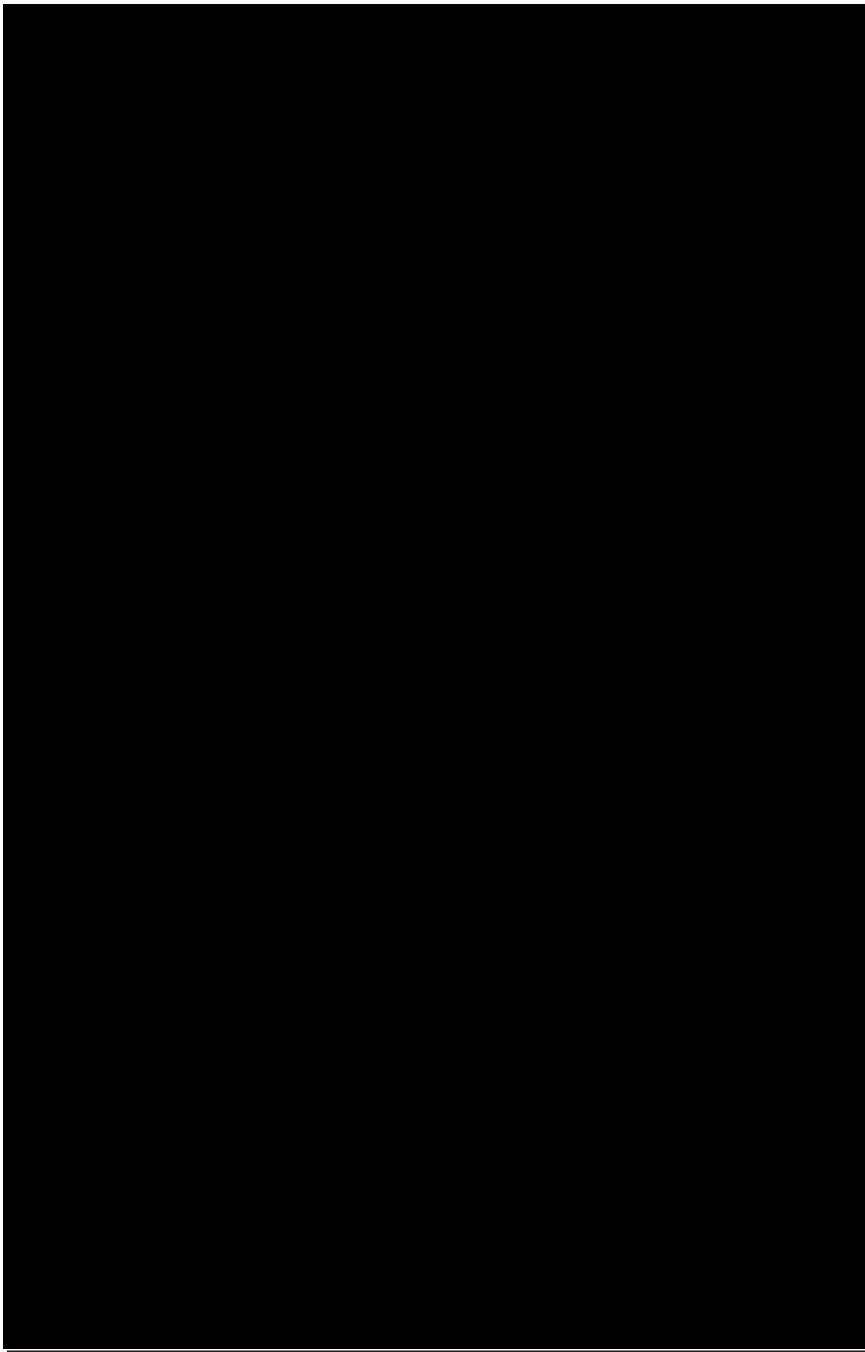
### **The Property**

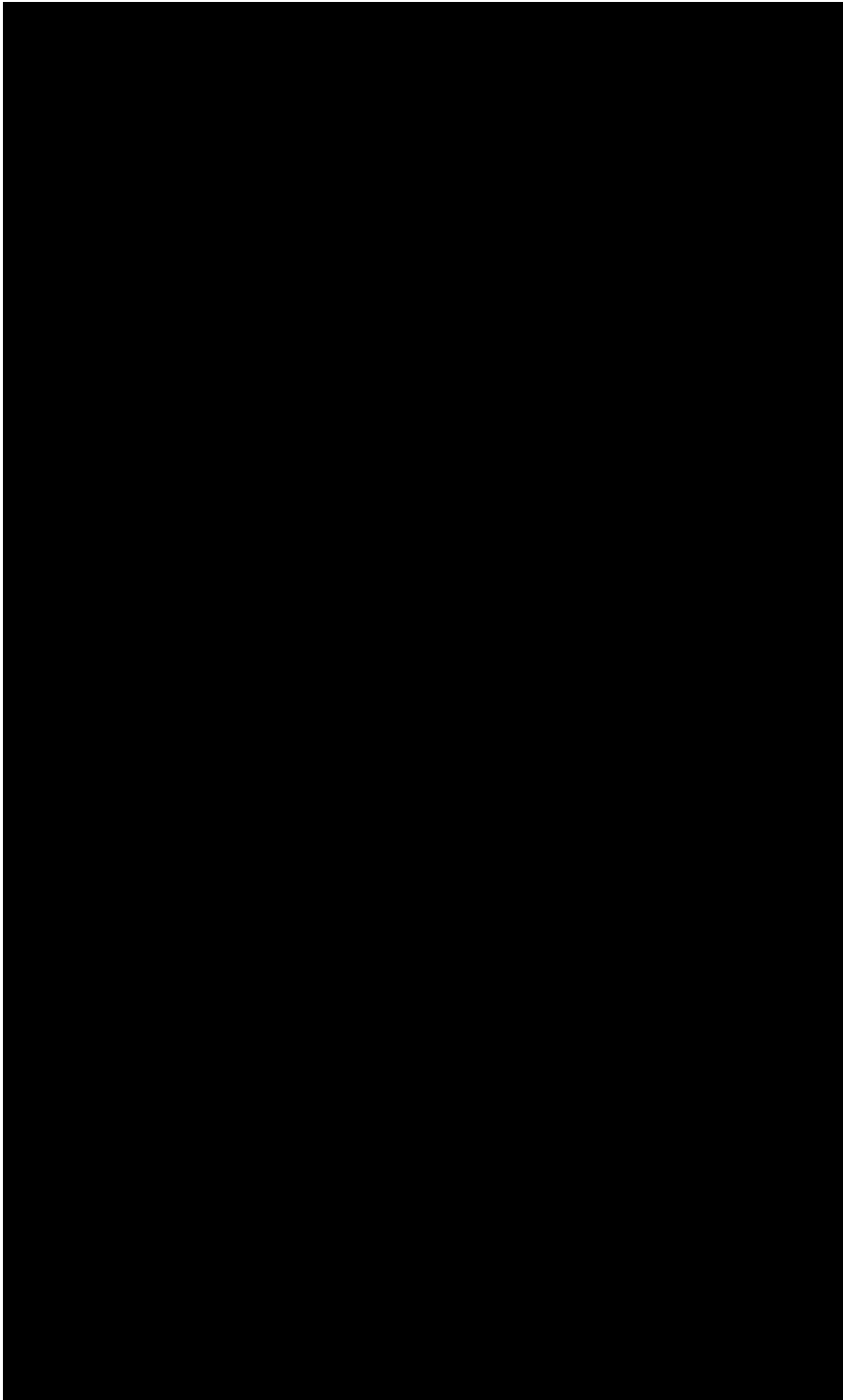
The real property located in Metcalfe County, State of Kentucky described as follows:

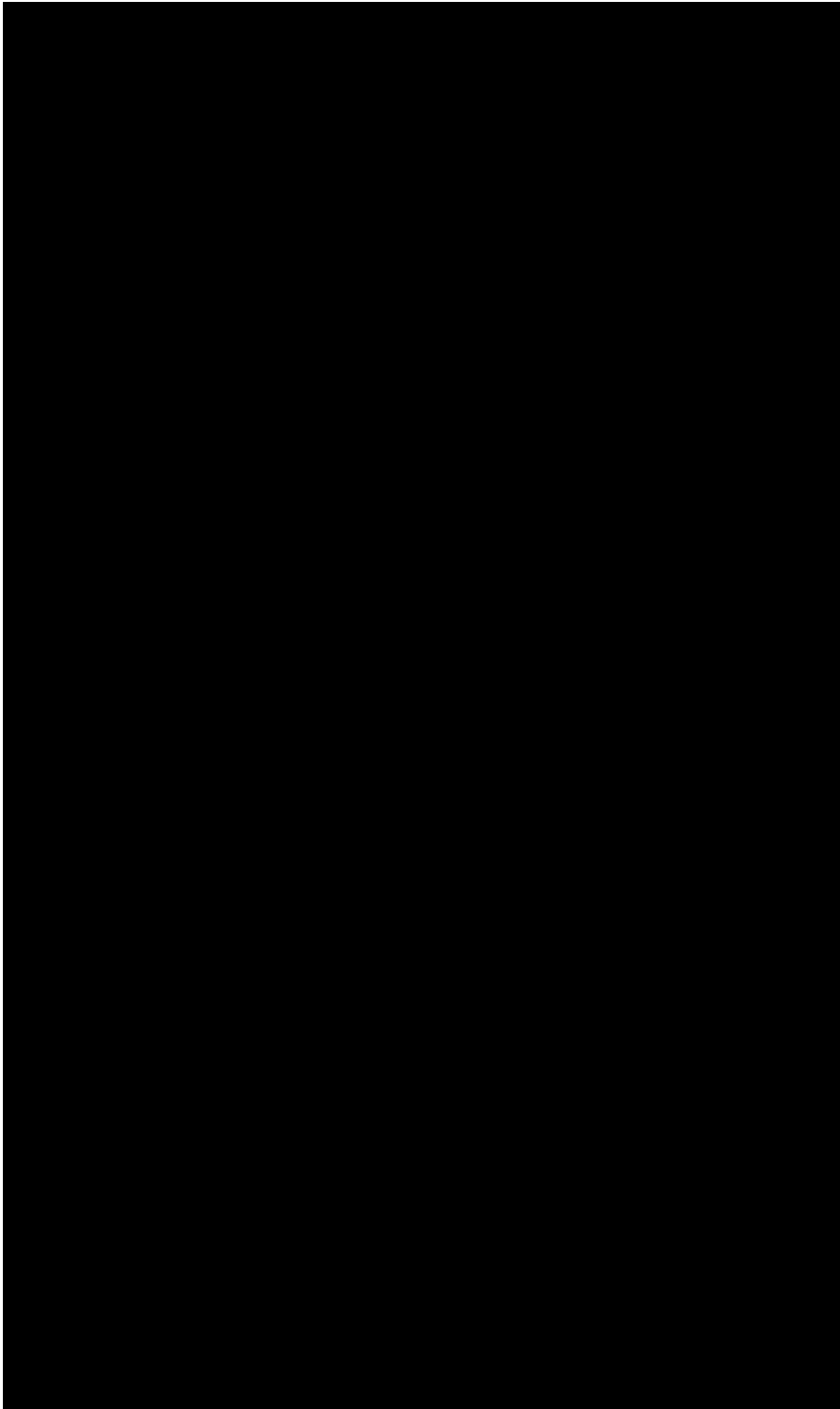
Parcel ID: [REDACTED] consisting of approximately [REDACTED].



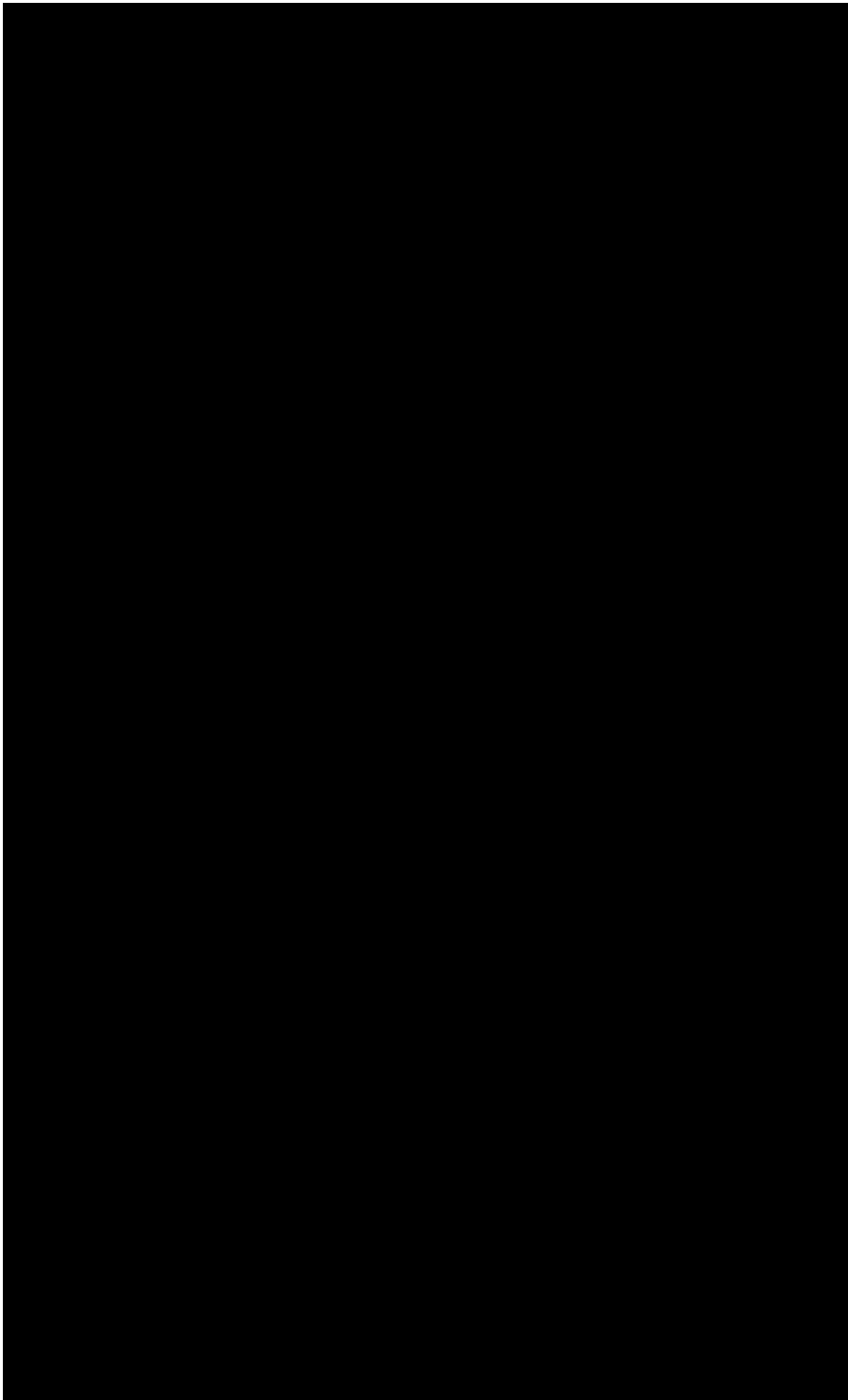


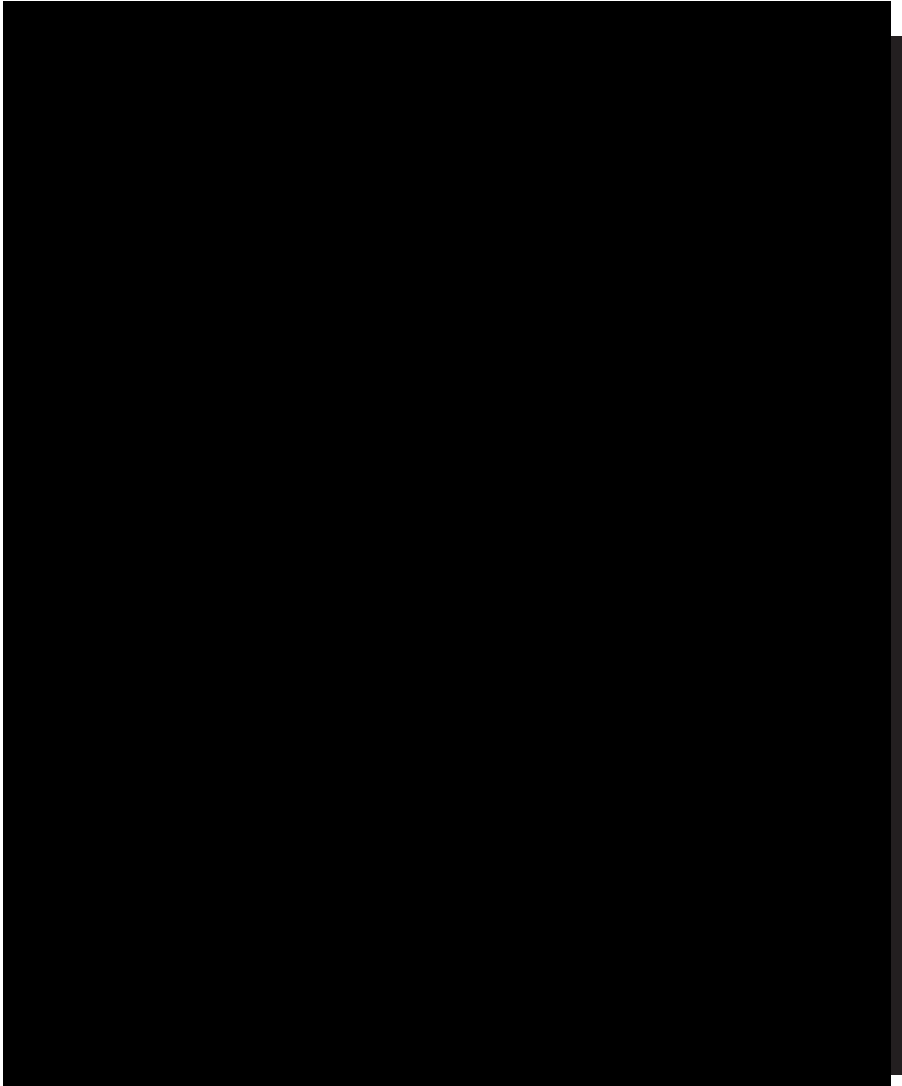








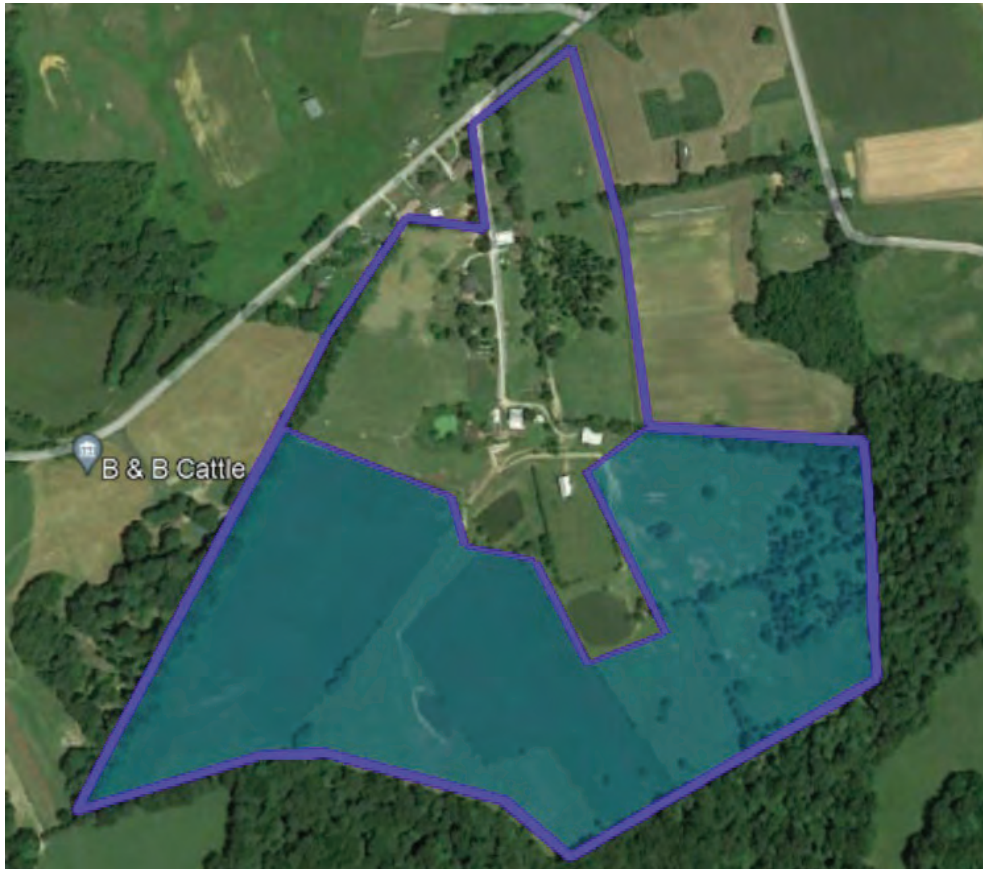




## EXHIBIT A-1

### The Solar Property

All of that real property situated in Metcalfe County, Commonwealth/State of Kentucky more particularly depicted and described below:



Being a portion of: Parcel Id/APN: [REDACTED]

Containing Approximately [REDACTED]



36221\14517013.4

A-9

## EXHIBIT B

### Form of Memorandum of Agreement

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Naturgy Candela Devco LLC  
c/o Candela Renewables  
500 Sansome Street, Suite 500,  
San Francisco, CA 94111  
Attention: Real Estate Manager

SPACE ABOVE THIS LINE RESERVED FOR RECORD'S USE

### MEMORANDUM OF OPTION AND LEASE AGREEMENT

This Memorandum of Option and Lease Agreement (this “**Memorandum**”), dated effective as of [REDACTED] (the “**Effective Date**”) is entered into by and between Tammy Hodges (“**Owner**”) and Naturgy Candela Devco LLC, a Delaware limited liability company (“**Optionee**” and “**Lessee**”). Owner and Optionee/Lessee shall sometimes be referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

#### RECITALS

- A. Owner holds a fee simple interest in that certain real property consisting of approximately [REDACTED] located in the County of Metcalfe, State of Kentucky legally described on Exhibit A attached hereto and incorporated herein by reference (the “**Land**”) together with any rights, hereditaments and benefits appurtenant thereto and improvements thereon, including, any easements and rights-of-way benefiting such real property, any water rights and all surface rights (including subsurface rights down to 250 feet) pertaining to minerals, caliche, gravel and/ or hydrocarbons relating thereto, as well as the right to access and utilize all radiant energy emitted from the sun upon, over and across said real property (collectively, the “**Property**”).
- B. Owner and Optionee are parties to that certain Option and Ground Lease Agreement, dated effective as of the Effective Date (the “**Agreement**”) pursuant to which Owner granted Optionee an exclusive option to lease, on an exclusive basis, the [REDACTED] portion of the Property depicted on Exhibit A-1 (the “**Solar Property**”) for purposes of developing, constructing, installing, replacing, maintaining, owning, operating, relocating and removing solar energy collection and electrical generation facilities and/or energy storage facilities of all types thereon on the terms and conditions as described in greater detail in the Agreement. Capitalized terms used herein without definition shall have the definitions set forth in the Agreement.

- C. Pursuant to the Agreement, Owner also agreed to lease the Solar Property to Optionee commencing upon the Lease Term Commencement Date set forth in the Lease Term Commencement Notice delivered by Optionee.

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, the Parties hereby agree as follows:

1. Option Grant. On the terms and conditions set forth in the Agreement, Owner has granted and hereby grants to Optionee the exclusive option to lease, on an exclusive basis, the Solar Property upon the terms set forth in the Agreement.
2. Option Term. The option term (the “**Option Term**”) of the Agreement commenced on the Effective Date and shall end on the earlier of (i) the date that Optionee selects for the commencement of the Lease Term (as defined below) of the Agreement as set forth in a written notice delivered to Owner (the “**Lease Term Commencement Notice**”), (ii) the date Optionee commences the installation of Solar Generating Equipment (as defined in Section 3.3 of the Agreement) on the Solar Property, (iii) the date Optionee notifies Owner that Optionee elects to terminate the Agreement (“**Termination Notice**”), and (iv) the day preceding the fifth (5th) anniversary of the Effective Date (the “**Option Term Expiration Date**”). During the Option Term, Optionee and its representatives, agents, and contractors shall have a nonexclusive license to enter upon the Property in connection with Optionee’s evaluating the Solar Property and determining the feasibility of solar energy conversion and power generation on the Solar Property, including, without limitation, the right to conduct the studies and inspections referred to in Section 2.6 of the Agreement. Within ten (10) days after Optionee delivers the Lease Term Commencement Notice, the Parties shall record an amendment to the Agreement and this Memorandum (the “**Agreement Addendum**”) incorporating the Lease Term Commencement Date.
3. Lease Term. The Agreement provides that, unless Lessee delivers a Termination Notice prior to such date, the Lease Term of the Agreement shall commence upon the date (the “**Lease Term Commencement Date**”) that is the earlier of (i) the date set forth in the applicable Lease Term Commencement Notice, (ii) the date Lessee commences the installation of Solar Generating Equipment on the Solar Property, or (ii) the Option Term Expiration Date, and shall continue thereafter for an initial term until the day preceding the twenty-fifth (25th) anniversary of the Lease Term Commencement Date, and may be extended for up to four (4) additional extension terms of five (5) years each pursuant to Section 3.2 of the Agreement (collectively, the “**Lease Term**”). During the Lease Term, Lessee shall have the exclusive right to use and possess the Solar Property and for the purposes described in Section 3.3 of the Agreement, as well as Solar Energy Purposes and the other purposes permitted pursuant to the Agreement and to derive all profits, rents, royalties, credits and profits therefrom, subject to the terms of the Agreement.
4. Ownership of Facilities. Owner acknowledges and agrees that Lessee is the exclusive owner and operator of the Facilities, that all equipment comprising the Facilities shall remain the personal property of the Lessee and shall not become fixtures,



notwithstanding the manner in which the Facilities are or may be affixed to any real property of Owner. Owner shall have no right, title or interest in the Facilities or any component thereof, notwithstanding that the Facilities may be physically mounted or affixed to the Property.

5. No Interference. 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 construction, installation, maintenance, or operation of the Facilities and/or access over the Solar Property to such Facilities and/or Lessee's rights granted under and pursuant to the Agreement to use the Solar Property for Solar Energy Purposes. Without limiting the generality of the foregoing, Owner shall not (and shall not permit others to) disturb or interfere with the unobstructed flow of radiant energy emitted by the sun upon, over and across the Solar Property, whether by placing towers or antennas of any type, planting trees or constructing buildings or other structures or facilities, or by engaging 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 Facilities.
6. Mortgagee Protection. In the event that any mortgage, deed of trust or other security interest in the Agreement or in any Facilities is entered into by Lessee or any Assignee (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 Section 10 of the Agreement.
7. Successors and Assigns/Runs With the Property. The terms of this Memorandum and the Agreement shall inure to the benefit of and be binding upon Owner and Lessee and their respective heirs, transferees, successors and assigns with respect to the Property and the Agreement, and all persons claiming under them. The Property shall be held, conveyed, assigned, hypothecated, encumbered, used and occupied subject to the covenants, terms and provisions set forth in this Memorandum and the Agreement, which covenants, terms and provisions shall run with the Property, and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.
8. Effect of Memorandum. Owner and Lessee have executed and recorded this Memorandum to give notice of the Agreement and their respective rights and obligations with respect to the Property. In the event of any inconsistency between the Agreement and this Memorandum, the Agreement shall control.
9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

[Signature appears on following page.]

IN WITNESS WHEREOF, each Party has executed this Memorandum as of the date set forth below such Party's signature.

Owner:

\_\_\_\_\_  
**Tammy Hodges**

Date: \_\_\_\_\_

Optionee/Lessee:

**Naturgy Candela Devco LLC**, a Delaware limited liability company

By:\_\_\_\_\_

Name: Brian Kunz

Its: Authorized Representative

Date:\_\_\_\_\_

By:\_\_\_\_\_

Name: Nikolas Novograd

Its: Authorized Representative

Date:\_\_\_\_\_

[Note to draft: The signatures should be acknowledged using the form of acknowledgement prescribed by the laws of the state where the acknowledgement is taken.]





CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGEMENT

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 \_\_\_\_\_

On \_\_\_\_\_, 2022 before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
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.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGEMENT

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 \_\_\_\_\_

On \_\_\_\_\_, 2022 before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
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.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

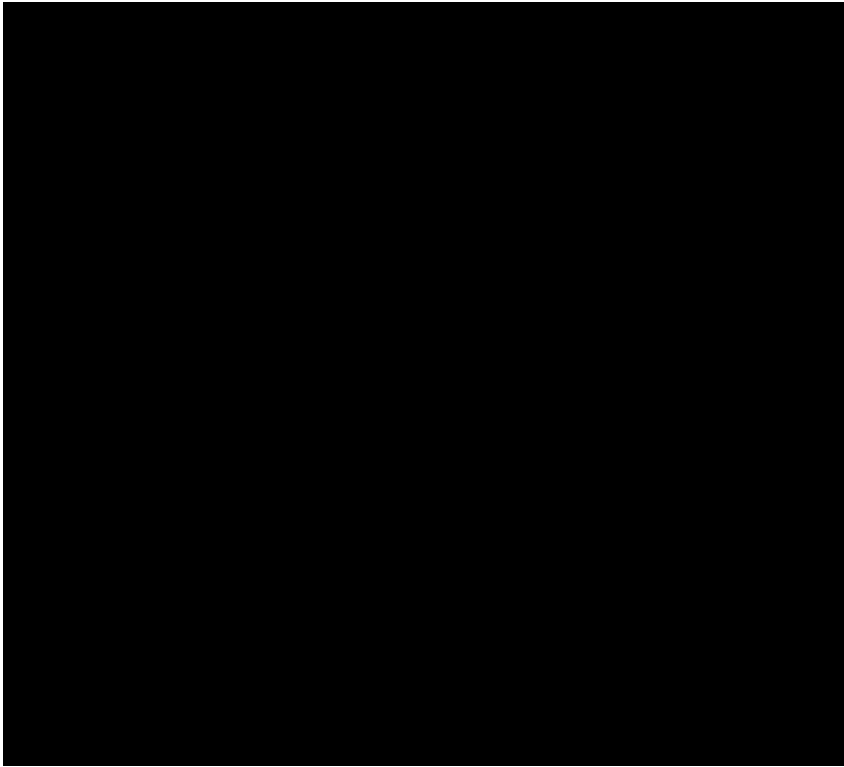
EXHIBIT A TO MEMORANDUM OF LEASE

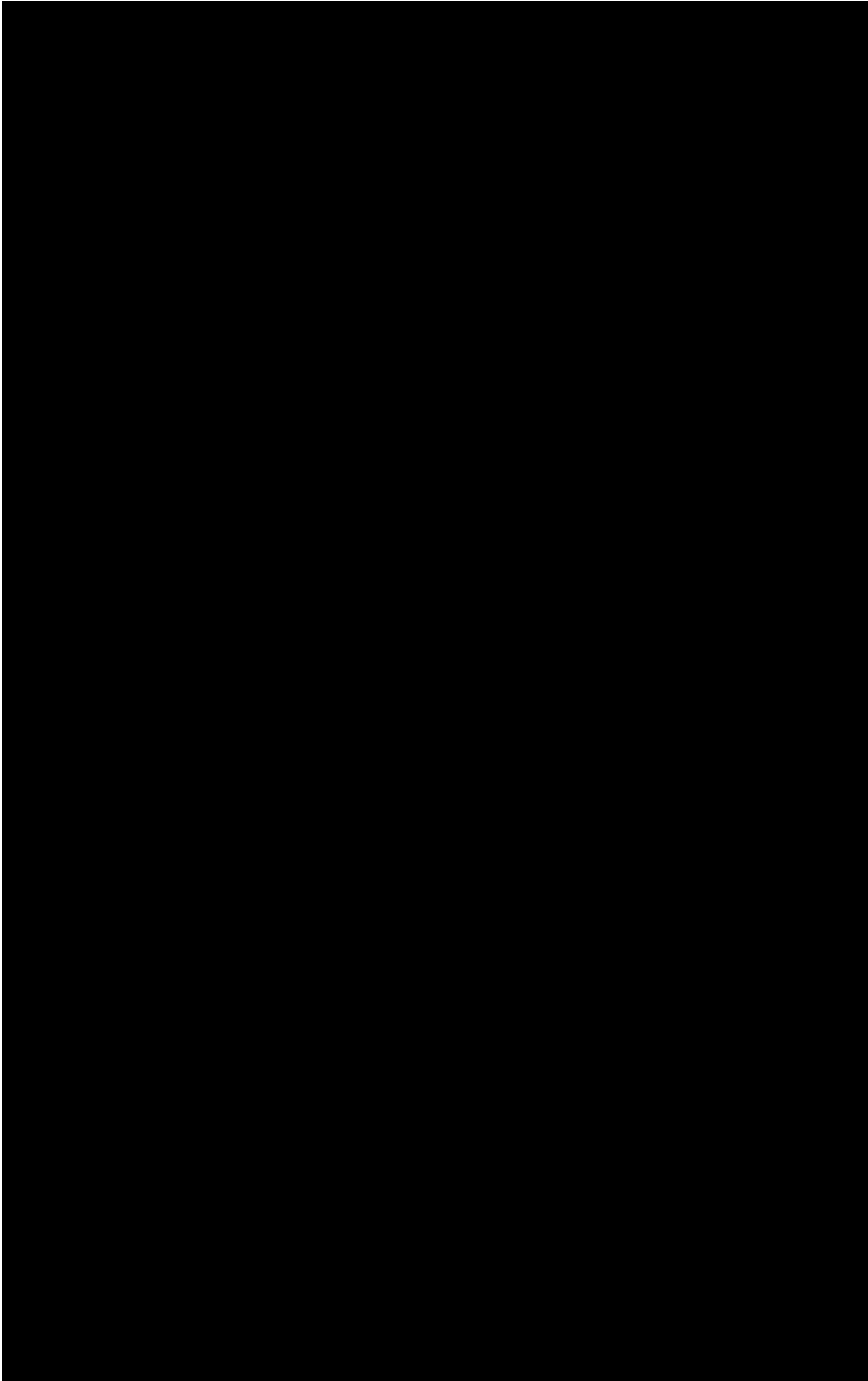
LEGAL DESCRIPTION

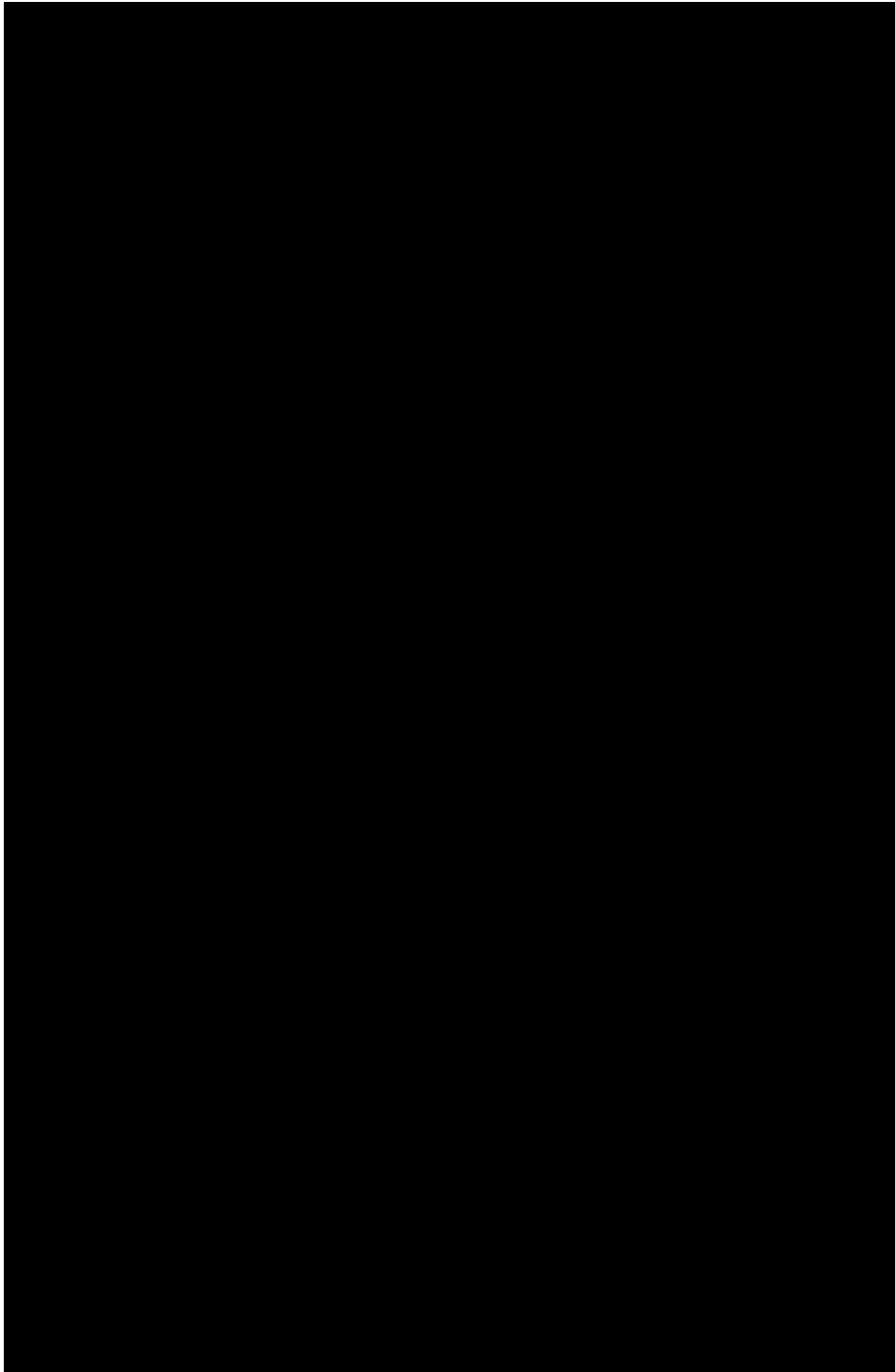
The real property located in Metcalfe County, State of Kentucky described as follows:

Parcel ID: [REDACTED] consisting of approximately [REDACTED]

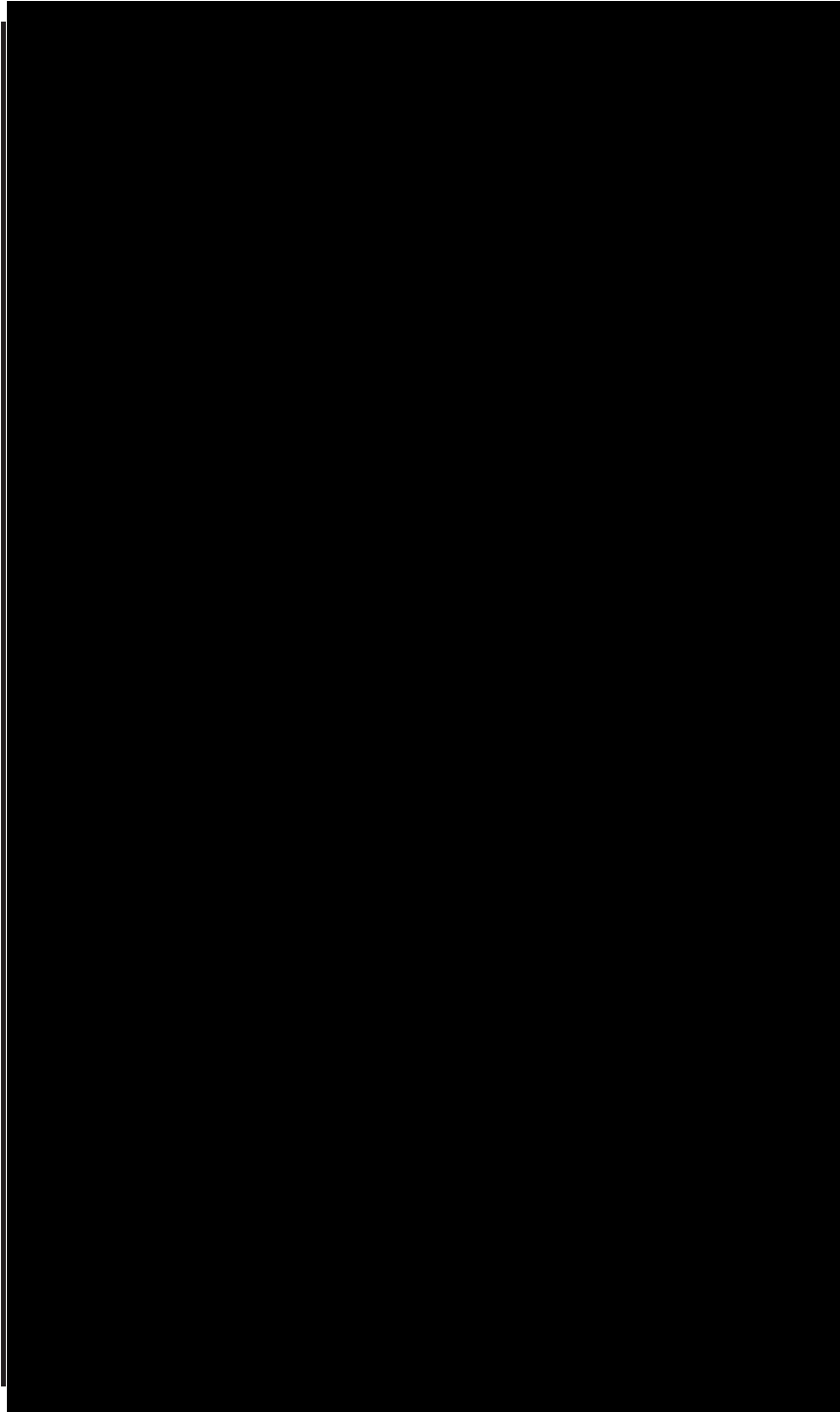


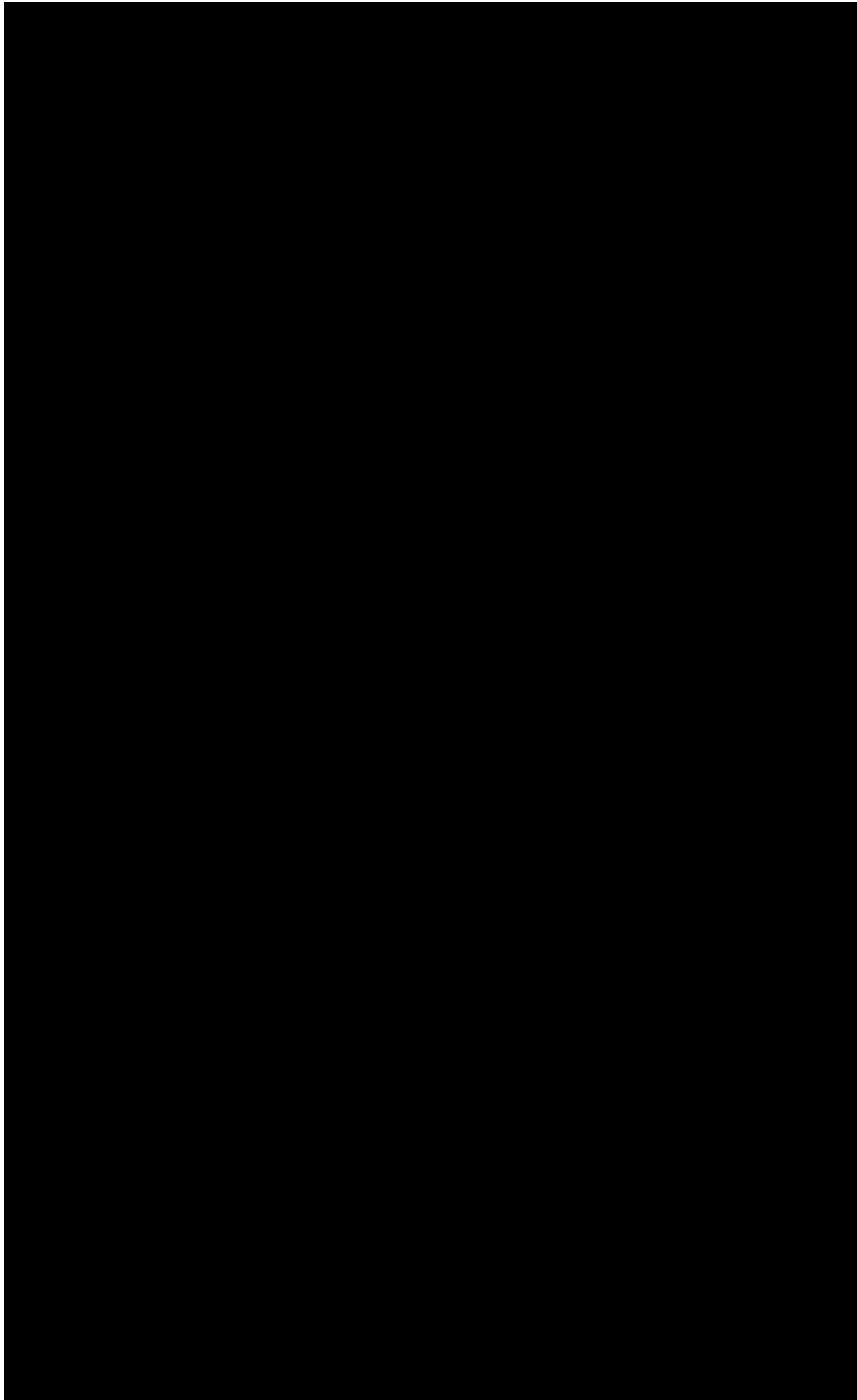












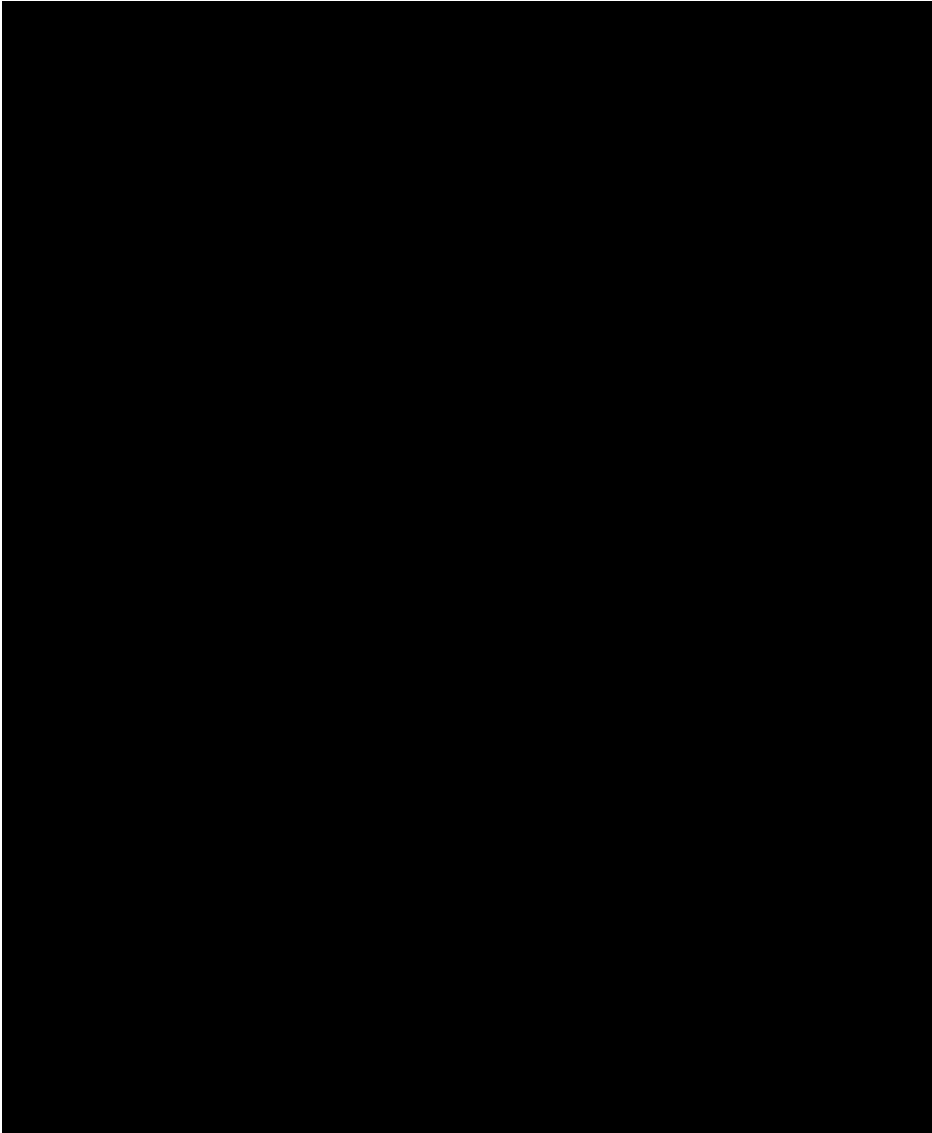
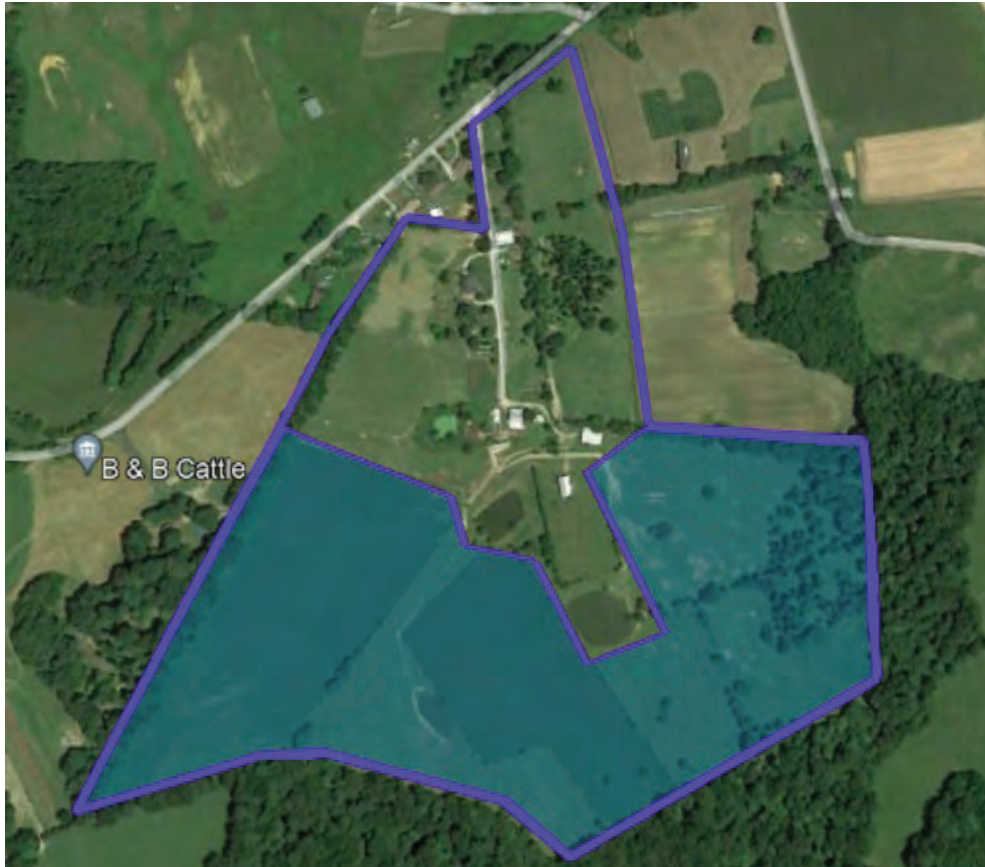




EXHIBIT A-1 TO MEMORANDUM OF LEASE

**The Solar Property**

All of that real property situated in Metcalfe County, Commonwealth/State of Kentucky more particularly depicted and described below:



Being a portion of: Parcel Id/APN: [REDACTED]

Containing Approximately [REDACTED]

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**SOLAR FACILITY GROUND LEASE**

**By and Between**

**Steven W. Branstetter and Linda Branstetter, a married couple  
collectively, as “Owner”**

**and**

**Naturgy Candela Devco LLC**  
a Delaware limited liability company

**as “Lessee”**

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## **SOLAR FACILITY GROUND LEASE**

This Solar Facility Ground Lease (this “**Lease**”) is by and between **Steven W. Branstetter** and **Linda Branstetter**, a married couple (collectively, “**Owner**”), and **Naturgy Candela Devco LLC**, a Delaware limited liability company (“**Lessee**”), and in connection herewith, Owner and Lessee agree, covenant and contract as set forth in this Lease. Owner and Lessee are sometimes referred to in this Lease as a “**Party**” or collectively as the “**Parties**”, and this Lease shall be dated and effective as of the date the final Party signatory executes this Lease as set forth on the signature page at the end of the Lease (the “**Effective Date**”).

1. **Property.** Owner holds a fee simple interest in that certain real property consisting of approximately [REDACTED] located in the County of Metcalfe, State of Kentucky legally described on **Exhibit A** attached hereto and incorporated herein by reference, and is leasing to Lessee all of Owner’s right, title and interest in such real property, including in any rights, hereditaments and benefits appurtenant thereto and improvements thereon, including, any easements and rights-of-way benefiting such real property, any water rights and all surface rights (including subsurface rights down to 250 feet) pertaining to minerals, caliche, gravel and/ or hydrocarbons relating thereto, as well as the right to access and utilize all radiant energy emitted from the sun upon, over and across said real property (collectively, the “**Property**”). For good and valuable consideration, Owner hereby leases the Property to Lessee pursuant to the terms and conditions of this Lease. Concurrently with execution of this Lease, Owner and Lessee shall execute and notarize the Memorandum of Lease in the form attached as **Exhibit B** hereto (the “**Memorandum**”), and shall record such Memorandum in the Office of the Metcalfe County Recorder’s Office as promptly as reasonably possible.

### **2. Feasibility Period and Development Term.**

2.1 **Development Term.** The development term (the “**Development Term**”) of this Lease commences on the Effective Date and shall end on the earlier of (i) the date that Lessee selects for the commencement of the Construction and Operation Term (as defined below) of the Lease as set forth in a written notice delivered to Owner (the “**C&O Term Commencement Notice**”), (ii) the date Lessee commences the installation of Solar Generating Equipment (as defined in **Section 3.3** below) on the Property, (iii) the date Lessee notifies Owner that Lessee elects to terminate this Lease (“**Termination Notice**”), and (iv) the day preceding the fifth (5th) anniversary of the Effective Date (the “**Development Term Expiration Date**”). The date selected by Lessee for the commencement of the Construction and Operation Term must be at least [REDACTED] after delivery of the C&O Term Commencement Notice, unless the C&O Term Commencement Notice is delivered within [REDACTED] prior to the scheduled expiration date of the Development Term, in which case the Construction and Operation Term will commence as of the expiration of the Development Term.

### **2.2 Lessee’s Activities During Feasibility Period and Development Term.**

(a) During the first [REDACTED] of the Development Term (the “**Feasibility Period**”) and continuing for the remainder of the Development Term, Lessee and its representatives, agents, and contractors shall have the right to enter upon the Property in connection with Lessee’s evaluating the Property and determining the feasibility of solar energy



conversion and power generation on the Property, including, without limitation, the right to conduct the studies and inspections referred to in this Section 2.2; provided that Lessee shall provide Owner with reasonable advance notice of the dates Lessee contemplates that Lessee and/or its representatives, agents, and contractors are planning to enter upon the Property for such purposes. Such right of entry shall include, but not be limited to, (1) the right to conduct geotechnical, biological and cultural resource investigations; (2) the right to install solar monitoring station(s) and to conduct studies of the solar energy emitted upon, over and across the Property and gather other meteorological data; and (3) the right to conduct Phase I and Phase II environmental site assessments.

(b) To assist Lessee's feasibility review, Owner shall cooperate in Lessee's review and within [REDACTED] after the Effective Date, Owner shall provide Lessee with documentation evidencing the authority of Owner (and the person executing this Lease on behalf of Owner) to enter into this Lease, and copies of all leases, contracts, studies, reports, maps, surveys, litigation documentation, correspondence and any other materials in Owner's possession or reasonable control that are material to evaluating the Property, including, without limitation, the following documents: (a) any and all leases or other documents referencing a right to occupy, farm, mine or produce hydrocarbons from the Property; (b) copies of documents creating liens against the Property; (c) all soils, seismic, environmental and toxics studies, reports, surveys and assessments, and all documents, correspondence, applications, permits and other communications to or from any government agency in connection with any Hazardous Materials (as defined below) or any environmental condition of the Property, including any underground storage tanks; (d) title policies; and (e) information regarding water rights and existing wells.

(c) During the Feasibility Period and the remainder of the Development Term, Lessee will be working to determine whether it will be feasible to use the Property for Solar Energy Purposes (as defined in Section 3.3 below). This determination will be made based upon a variety of factors including Lessee's evaluation of the Property pursuant to the physical, geotechnical, environmental and title review of the Property, as well as Lessee's ability during the Development Term to obtain the necessary permits and interconnection and power purchase contracts required for constructing and operating the Solar Facilities (as defined in Section 3.3(a) below) on the Property.

(d) If requested by Lessee during the Development Term, Owner shall grant to Lessee a 50-100 foot wide right of way corridor in a location selected by Lessee for the installation, maintenance and operation of an overhead transmission line over and across property owned by Owner located north of the project site, with such corridor running from the project site to the Flowers property. The term of this right of way shall be coterminous with the term of the Lease.

2.3 Owner's Use of the Property during the Development Term. During the Development Term, (i) Owner shall have the right to continue to use the Property for agricultural, ranching and/or other reasonable purposes so long as the Property is maintained substantially in accordance with its condition as of the Effective Date and in compliance with all applicable laws, (ii) Owner shall not voluntarily take any action to render any of the representations or warranties of Owner set forth herein incorrect, (iii) since Owner understands



that Lessee is intending to use the Property for the Solar Facilities, Owner shall not modify or extend any leases or other agreements granting other parties rights to use or possess the Property without Lessee's prior written consent, or enter into new leases or any other agreements or otherwise grant (actively or permissively) any rights to other parties to use or possess the Property unless such leases or agreements are terminable without cause and without any payment or other obligation upon [REDACTED] prior written notice, and (iv) Owner shall not make any material alterations to the Property, and (v) Owner shall pay for all materials and services furnished to the Property at the request of the Owner.

3. **Construction and Operation Term.**

3.1 **Construction and Operation Term.** Unless Lessee delivers a Termination Notice prior to such date, the Construction and Operation Term of this Lease shall commence upon the date (the "**Construction and Operation Term Commencement Date**") that is the earlier of (i) the date set forth in the applicable C&O Term Commencement Notice, (ii) the date Lessee commences the installation of Solar Generating Equipment (as defined in Section 3.3 below) on the Property, or (iii) the Development Term Expiration Date, and shall continue thereafter until the day preceding the twenty-fifth (25th) anniversary of the Construction and Operation Term Commencement Date (as the same may be extended for up to four (4) Extension Terms pursuant to Section 3.2 below, the "**Construction and Operation Term**").

3.2 **Extension Options.** Lessee shall also have up to four (4) extension rights, upon written notice to Owner at least one hundred eight (180) days prior to the expiration of the Construction and Operation Term or each Extension Term (as hereinafter defined), as applicable, to extend the Construction and Operation Term for one (1) additional period of five (5) years on each such occasion (each, an "**Extension Term**"), such that, if all such extensions are exercised, the total term of the Construction and Operation Term (including any Extension Terms) may extend up to a maximum of forty-five (45) years. The Development Term, together with the Construction and Operation Term shall be referred to herein collectively, as the "**Term**".

3.3 **Construction and Operation Term Lease Rights.** During the Construction and Operation Term (as the same may be extended pursuant to Section 3.2), Lessee shall have the exclusive right to use and possess the Property. Lessee shall have the right to use the Property for the purposes described in Section 2.2, as well as Solar Energy Purposes (as hereinafter defined) and to derive all profits, rents, royalties, credits and profits therefrom. For purposes of this Lease, the meaning of "**Solar Energy Purposes**" includes, without limitation, the right to convert the radiant energy emitted by the sun into electrical energy and to collect, store and transmit electrical energy, together with any and all activities related thereto, including, without limitation, constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, solar energy collection and electrical generating and storage 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 and communications lines, electric transformers, telecommunications equipment, roads, meteorological towers and solar energy measurement and storage equipment, control buildings, operations and maintenance buildings, office trailers, sanitary facilities (porta potties), maintenance yards, substations, switch yards, and related facilities and equipment (the Solar Generating Equipment together with all of



the other foregoing equipment and improvements, collectively "**Solar Facilities**"; and undertaking any other activities, including, without limitation, site preparation, grading, vegetation removal, gravel laydown and other ground treatment, whether accomplished by Lessee or a third party authorized by Lessee, that are consistent with the operation of the Solar Facilities and which Lessee reasonably determines are necessary, useful or appropriate. Lessee shall have the right to make all siting decisions with respect to the Solar Facilities on the Property. Lessee's rights with respect to the Property during the Construction and Operation Term shall also include the following rights:

(a) Land Management Rights. During the Construction and Operation Term Lessee may, as reasonably necessary grade, level, mow, remove, relocate, trim, prune, top or otherwise control the growth of any tree, shrub, plant or other vegetation; relocate, dismantle, demolish, and remove any improvement, structure, embankment, impediment, berm, wall, fence or other object, on or that intrudes (or could intrude) into the Property that could obstruct, interfere with or impair the process of installing, operating, maintaining, repairing and/or replacing any of the Solar Facilities or otherwise interferes with the use of the Property by Lessee hereunder and/or conduct such other activities related to installing, maintaining, operating, repairing and replacing the Solar Facilities.

(b) Right to Control Access. Subject to the terms of this Lease and applicable law, during the Construction and Operation Term, Lessee shall have the right under the Lease to control and restrict access onto and over the Property and exclude others (other than any parties with preexisting easement rights of record or other rights approved by Lessee), and Lessee may, at its sole expense, construct and maintain security devices on the Property which Lessee deems appropriate and necessary for the protection of the Solar Facilities, including, but not limited to, any type of fencing, security monitoring or other security safeguards.

(c) Water Supply. If and to the extent Owner has sufficient water rights to do so, Owner shall provide water to Lessee for construction and operation purposes during the Construction and Operation Term at the market rate for untreated ground water provided that Lessee shall obtain a credit against the cost of such water for one-half of any costs Lessee incurs to upgrade and install any water facilities to obtain, pump and deliver such water. Lessee shall have the right to install water infrastructure facilities on the Property as required to obtain pump and deliver such water, including, but not limited to, wells, pipelines, pump(s), meter(s), concrete pads, wooden power poles and power lines and other electrical power facilities to power the pump and related water infrastructure facilities, switches, electrical and communications wires and cables, pumping facilities, wires and cables for the conveyance of electric energy and communications purposes required in connection with the supply of water, and any related support structures, foundations, fences, gates, conduit, footings and other appliances, equipment, facilities and fixtures for use in connection with such water infrastructure facilities.

3.4 Reimbursement for Removed Fences. Lessee will (i) pay directly to the Agriculture Stabilization and Conservation Service ("**ASCS**") a reimbursement of no greater than [REDACTED] for fences Lessee removes from the Property, with respect to fences that were subsidized by the ASCS when they were installed, within thirty (30) days after receipt of a written demand for such reimbursement from ASCS; or (ii) pay Owner a



reimbursement of no greater than [REDACTED] fences Lessee removes from the Property, with respect to fences that were subsidized by the ASCS when they were installed, within thirty (30) days after receipt of a written request for such reimbursement from Owner together with a cancelled check or other documentation reasonably evidencing that Owner paid such amount to ASCS.

3.5 Owner Access. During the Construction and Operation Term, Owner shall have the right to reasonably access the Property at reasonable intervals and at reasonable times and upon at least forty-eight hours prior advance written notice to Lessee to inspect the Property. Any such access shall not materially interfere with Lessee's use of the Property for Solar Energy Purposes and occupancy of the Property in any manner. Owner's foregoing right of inspection must be on an escorted basis with Lessee, its agents or employees in compliance with established site and safety procedures and does not include the right to climb onto or into Solar Facilities or to come into physical contact with any transmission facilities without the prior written consent of Lessee. Owner shall abide by all reasonable safety measures instituted by or on behalf of Lessee as to which Owner has received notice.

4. Payments.

4.1 Development Term Rent.

(a) [REDACTED]

(b) Lessee shall pay to Owner as rent in consideration of the rights granted hereunder with respect to the Property during the Development Term the amount of [REDACTED] ("Development Rent"), which shall be paid in quarterly installments of [REDACTED]. Subject to receiving the information set forth in Section 4.1(c) below from each Owner party, within ten (10) business days after the Effective Date, Lessee shall deliver to Owner the first quarterly Development Rent payment.

(c) The remaining quarterly Development Rent payments of [REDACTED] each during the Development Term shall be paid on or before the first day of each succeeding quarter and thereafter continuing until the expiration or termination of the Development Term with respect to the Property. If the Development Term ends on any day other than the end of a quarterly Development Rent period, Development Rent paid for the portion of such quarter after the expiration of the Development Term shall be credited to payments due during the Construction and Operation Term.

(d) Simultaneously with the execution and delivery of this Lease (or as soon thereafter as reasonably possible), each Owner party shall provide Lessee (or the escrow holder, if payments are being made from escrow) with (i) a completed Internal Revenue Service Form W-9 for such Owner party, and (ii) the wire instructions/ACH bank transfer information which such Owner party wants Lessee to utilize to make the payments to such Owner party, together with a telephone number for such Owner party which can be utilized to confirm such



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Owner party's wire instructions/ACH bank transfer information and related payment information. Each Owner party understands that it shall be a condition to Lessee's obligation to make the payments hereunder that all of the Owner parties provide the completed Internal Revenue Service Form W-9 and wire instructions/ACH bank transfer information required to be delivered in this Section 4.1(c) to Lessee (or the escrow holder, as applicable), and that no payments under this Lease shall be due or payable to any Owner party unless and until Lessee has received such information from each Owner party. Any payment by Lessee utilizing the wire instructions/ACH bank transfer information provided by the applicable Owner party in this Lease (as the same may be updated by such Owner party by providing notice of such updated information in accordance with Section 12.5 below) shall be deemed delivered in compliance with this Lease.

4.2 Construction and Operation Term Rent. Lessee shall pay to Owner as rent in consideration of the rights granted hereunder with respect to the Property during the Construction and Operation Term, the amount of [REDACTED] of the Property ("**Operating Rent**"), which amount shall be paid in annual installments commencing upon the Construction and Operation Term Commencement Date and each anniversary thereof until the expiration or termination of the Construction and Operation Term (prorated for any partial calendar year).

The Development Rent and Operating Rent are referred to herein collectively as the "**Rent**".

5. **Ownership of Solar Facilities.** Owner acknowledges and agrees that Lessee will be the exclusive owner and operator of the Solar Facilities, and that any Solar Facilities installed on the Property are hereby severed by agreement and intention of the parties and shall remain severed from the Property, and shall be considered with respect to the interests of the parties hereto as the property of Lessee or other party designated by Lessee, and, even though attached to or affixed to or installed upon the Property, shall not be considered to be fixtures or a part of the Property and shall not be or become subject to the lien of any mortgage or deed of trust heretofore or hereafter placed on the Property by Owner. Owner hereby waives all rights, statutory or common law, or claims that it may have in the Solar Facilities including, without limitation, any right of distraint. Owner shall have no right, title or interest in the Solar Facilities or any component thereof, notwithstanding that the Solar Facilities may be physically mounted or affixed to the Property. Owner consents to the filing of a disclaimer of the Solar Facilities as a fixture of the Property in the office where real estate records are customarily filed in the jurisdiction of the Property. Except for the Rent payments described in Section 4 above, 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 tax credits.

6. **Property Taxes.**

6.1 Lessee Tax Obligation – Rollback Assessment. Unless Lessee is paying such taxes directly to the taxing authority as described below, for the period commencing as of the Effective Date and for the remainder of the Term, Lessee shall pay to Owner (i) the amount



of any property taxes applicable to Lessee's Solar Facilities and (ii) the amount of any increase in the real property taxes levied against the Property over and above the then applicable Base Tax Amount (as defined in Section 6.3 below) to the extent such increase is attributable to a change in property tax designation or valuation of the Property resulting from the activities of Lessee and the installation and operation of Lessee's Solar Facilities on the Property including any rollback assessment to the extent resulting from Lessee's activities or Solar Facilities (the "**Rollback Assessment**"), but expressly excluding any rollback assessment due to Owner's failure to continue to maintain the use of the Owner's property outside the Property during the Development Term or to continue to maintain the use of any portion of the Owner's property located outside the Property thereafter (the amounts described in (i) and (ii) of this sentence being referred to as "**Lessee's Property Tax Amount**").

**6.2 Tax Bills/Tax Payment.** If the property tax statements for the Solar Facilities and the Property are being sent to Owner, Lessee agrees to pay Lessee's Property Tax Amount pertaining to the applicable tax statements to Owner within thirty (30) days after receipt of a copy of the applicable tax statements from Owner. Unless Lessee is paying such taxes directly to the taxing authorities as provided below, Owner shall pay before delinquency all real property taxes and assessments, and shall promptly send to Lessee evidence of payment of the same. If Owner fails to do so, Lessee shall have the right to pay such amounts on Owner's behalf. Any amounts so paid by Lessee may be offset against all or any of the Rent payments next payable by Lessee under this Lease. Lessee may contest the assessed value of the Solar Facilities and Property, and the legal validity and amount of any such taxes for which it is responsible under this Lease, 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 thirty (30) days after Owner receives same, but in no event later than thirty (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; provided, however, that Lessee shall reimburse Owner for its reasonable out-of-pocket expenses, including reasonable attorneys' fees, incurred in connection with providing such assistance. Owner and Lessee shall work together in good faith to cause the taxing authorities to deliver the tax statements for the Property and the Solar Facilities directly to Lessee for the assessments pertaining to the Construction and Operation Term. In the event the taxing authorities provide such tax statements directly to Lessee, Lessee agrees to pay the real property taxes due pursuant to such tax statements directly to the taxing authorities, and Owner agrees to pay the Base Tax Amount to Lessee within thirty (30) days after receipt of a copy of such statements from Lessee. If Owner fails to do so, Lessee may offset the amount of the Base Tax Amount owed by Owner against all or any of the Rent payments next payable by Lessee under this Lease. OWNER AND LESSEE EACH AGREE TO INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY LIABILITY, COST OR EXPENSES, PAID BY THE OTHER PARTY OR FOR WHICH THE OTHER PARTY IS LIABLE, TO THE EXTENT SUCH OTHER PARTY PAID SUCH TAXES OR IS LIABLE DUE TO SUCH INDEMNIFYING PARTY'S FAILURE TO PAY ANY REAL PROPERTY TAXES WHICH SUCH INDEMNIFYING PARTY IS RESPONSIBLE FOR PAYING UNDER THIS LEASE.



6.3 Owner Tax Obligation. Unless a rollback assessment were to occur during the Development Term due to Lessee's actions on or with respect to the Property during the Development Term (in which case Lessee is responsible for the rollback assessment for the Development Term as provided for in Section 6.1, and Owner shall be liable for the Base Tax Amount pertaining to the Development Term), Owner shall be liable for all property taxes levied against the Property pertaining to the Development Term. Owner shall be liable for the then applicable Base Tax Amount (as defined below) with respect to the Property for the Construction and Operation Term. The "**Base Year**" shall mean the most recent full annual property tax period prior to the property tax year in which the Construction and Operation Term Commencement Date occurs (or the full annual tax period prior to the date upon which rollback taxes are assessed due to Lessee's actions on or with respect to the Property during the Development Term, if earlier). The "**Base Tax Amount**" shall mean the lesser of (i) the real property taxes levied against the Property during such property tax year, and (ii) the real property taxes levied against the Property during the Base Year increased by [REDACTED] [REDACTED] [REDACTED] [REDACTED] from and after the Base Year through such property tax year, plus, in either case, any rollback assessment and interest assessment due to Owner's failure to continue to maintain the use of the Property during the Development Term or to continue to maintain the use of any portion of the Owner's property located outside the Property thereafter. This Section shall be construed to limit the amount of any actual increase in the real property taxes levied against the Property for which Owner is responsible to a maximum increase of [REDACTED] [REDACTED] relative to the Base Year taxes (i.e. no greater than a [REDACTED] [REDACTED] calculated on a cumulative basis each year commencing as of the first annual tax year after the Base Year) and any rollback assessment and interest assessment due to Owner's failure to continue to maintain the use of any portion of Owner's property during the Development Term or to continue to maintain the use of any portion of the Owner's property located outside the Property thereafter.

6.4 Cooperation to Minimize Rollback Tax and obtain Separate Tax Bills. Prior to the start of the Construction and Operation Term, Owner and Lessee shall cooperate to make coordinated filings to request that the county tax assessor (i) establish separate property tax parcels with respect to the Property and the remainder of the Property located outside the Property if that will be helpful to limiting the scope of any roll back assessment to the Property, and (ii) provide a separate tax bill with respect to Lessee's Solar Facilities.

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

7.1 Insurance. Lessee shall, at its expense, maintain a commercial general liability insurance policy in an amount not less than [REDACTED] [REDACTED] and [REDACTED] [REDACTED], which has a commercially reasonable deductible. Certificates of such insurance shall be provided to Owner upon request of Owner.

7.2 Indemnity. Lessee will indemnify, defend and hold harmless Owner and Owner's members and employees (collectively, "**Owner's Indemnified Parties**") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, in each case to the extent resulting from or arising out of physical



damage to property or physical injury to any person on the Property, and in each case to the extent caused by Lessee's negligence or willful misconduct on the Property. This indemnification shall survive the termination of this Lease. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or willful misconduct of Owner or any of Owner's Indemnified Parties.

7.3 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 Solar Facilities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Property 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. Any such contest or proceeding shall be controlled and directed by Lessee.

7.4 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 pursuant to the Lease; provided, however, that if Lessee wishes to contest any such lien, Lessee shall, within ninety (90) days after it receives notice of the filing of such lien, remove or bond over such lien from the Property pursuant to applicable law.

7.5 Hazardous Materials. Lessee shall comply in all material respects with federal, state, and/or local law, and ordinances, and regulations promulgated thereunder relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any Hazardous Materials ("**Environmental Laws**") in, on under, or about the Property by Lessee. Lessee shall indemnify Owner against any claims arising from a violation of Environmental Laws that is caused by Lessee or Lessee's agents. Lessee shall promptly notify Owner after it becomes aware of any violation of Environmental Law caused by Lessee or Lessee's agents that could reasonably be expected to result in a claim against Owner and shall promptly take all actions, at its sole expense, as are required by applicable Environmental Laws to return the affected area(s) to the condition existing prior to the introduction of any such Hazardous Materials by Lessee or its agents, including, without limitation, any investigation or monitoring of site conditions or any clean up, remediation, response, removal, encapsulation, containment or restoration work required by Environmental Laws because of such violation. This provision shall survive termination of the Lease. For purposes of this Lease, "**Hazardous Materials**" means any flammable explosives, asbestos, asbestos containing materials, radioactive materials, hazardous wastes, petroleum, including crude oil or any fraction thereof, polychlorinated biphenyls, corrosive, reactive, ignitable, toxic, reproductive toxic, carcinogenic or any other substances, materials, wastes, products, chemicals or compounds which are controlled or regulated by any federal, state or local law, rule or regulation, regardless of quantity or levels and whether injurious by themselves or in combination with other materials.

7.6 Lessee's Authority. Lessee has the unrestricted right and authority to execute this Lease. Each person signing this Lease on behalf of Lessee is authorized to do so.



When signed by Lessee, this Lease constitutes a valid and binding agreement enforceable against Lessee in accordance with its terms.

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 has the unrestricted right and authority to execute this Lease and to grant to Lessee the rights granted hereunder. Each person signing this Lease on behalf of Owner is authorized to do so. When signed by Owner, this Lease constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

8.2 **Conflict with Other Agreements.** Neither the execution and delivery of this Lease, nor incurring of the obligations set forth herein, nor compliance by Owner with the terms and provisions of the Lease, will conflict with or result in a default under, any indebtedness or any contract, deed of trust, loan, agreement, lease or other agreements or instruments pertaining to Owner and/or the Property.

8.3 **Litigation.** There are no current, pending or contemplated actions, administrative inquiries or proceedings, suits, arbitrations, claims or proceedings commenced by any person or governmental entity affecting Owner and/or the Property or any portion thereof.

8.4 **Violations of Law.** Owner has not received notice from any governmental agency pertaining to the violation of any law or regulation affecting the Property or any portion thereof, and Owner has no knowledge of any facts which might be a basis for any such notice.

8.5 **No Interference.** 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 evaluation, investigation, construction, installation, maintenance, or operation of the Solar Facilities and/or access over the Property to such Solar Facilities and/or Lessee's rights granted hereunder to use the Property for any other Solar Energy Purposes. Without limiting the generality of the foregoing, Owner shall not (and shall not permit others to) disturb or interfere with the unobstructed flow of radiant energy emitted by the sun upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing buildings or other structures or facilities, or by engaging 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. Owner shall be entitled to grant a lien or otherwise encumber Owner's fee estate in the Property or interest in this Lease (a "**Fee Mortgage**") to a Fee Mortgagee (as hereinafter defined); provided, said grant or encumbrance entered shall be subject to this Lease, any modifications or extensions hereof or any new lease so made pursuant to Section 10.3 (collectively, "**Modifications**"), and all rights of Lessee under this Lease (including Leasehold Mortgagee, sublessee and any party claiming by and through Lessee). The grant of a lien or encumbrance by Owner in favor of Fee Mortgagee shall be subordinate to and shall not be a lien prior to this Lease, any Modifications, or any Leasehold Mortgage placed thereon. Any encumbrance by Owner shall not be deemed to give any such assignee any greater rights than Owner hereunder or the right to cancel the Lease or any Modifications unless there is an Event of Default on the part of Lessee (which remains uncured



by either Lessee or the Leasehold Mortgagee) which, under the terms of this Lease or any Modifications, gives Owner a right to cancel this Lease or any Modifications, and withhold from such Leasehold Mortgagee a new lease pursuant to Section 10.3. As used herein, the term "**Fee Mortgagee**" collectively includes any financial institution or other person or entity that from time to time provides secured financing to Owner secured all or in part by the Property, and any agent, security agent, collateral agent, indenture trustee, loan trustee, loan participant or participating or syndicated lenders involved in whole or in part in such financing, and their respective representatives, successors and assigns. If Owner's interest in this Lease is encumbered by a Fee Mortgage, if requested by Lessee, Owner shall obtain and deliver to Lessee a non-disturbance agreement and subordination agreement from the applicable Fee Mortgagee in a form reasonably acceptable to Lessee.

8.6 Indemnity. Owner will indemnify, defend and hold harmless Lessee and Lessee's members and employees (collectively, "**Lessee's Indemnified Parties**") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, in each case to the extent resulting from or arising out of physical damage to property or physical injury to any person on the Property, and in each case to the extent caused by Owner's negligence or willful misconduct on the Property. This indemnification shall survive the termination of this Lease. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or willful misconduct of Lessee or any of Lessee's Indemnified Parties.

8.7 Liens and Tenants. Except with respect to any lease agreements provided to Owner within fifteen (15) days after the Effective Date pursuant to Section 2.2(b) above, Owner represents that there are no unrecorded liens, encumbrances, leases, mortgages, deeds of trust, security interests, claims, disputes or other exceptions to Owner's right, title or interest in the Property. Prior to the commencement of the Construction and Operation Term, Owner shall terminate any leases pertaining to the Property other than this Lease. During the Term, Owner shall cooperate with Lessee in Lessee's efforts to obtain any mineral and/or petroleum accommodation agreements and exercise best efforts to obtain non-disturbance, subordination, release, reconveyance, relocation agreement and/or other title curative agreements from any person or entity with a lien, encumbrance, mortgage or other exception to Owner's fee title to the Property as requested by Lessee in order to facilitate development and financing of the Solar Facilities. If Owner and Lessee are unable to obtain such agreements from any person or entity holding an interest in the Property, and Owner defaults on its obligations to such holder, then Lessee shall be entitled (but not obligated) to fulfill Owner's obligations to such holder and may offset the cost of doing so against future payments due Owner under this Lease. Owner also shall provide Lessee with any further assurances and shall execute any owner's affidavits, mechanics lien indemnities, estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes, title insurance purposes or otherwise reasonably requested by Lessee. After the Effective Date, other than with respect to a Fee Mortgage complying with Section 8.5 above, Owner shall not without the prior written consent of Lessee voluntarily create or acquiesce in the creation of any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters or other exception to title to the Property, and Owner shall not create or suffer any monetary lien or encumbrance against the Property unless the holder thereof enters into a non-disturbance or similar agreement in a form reasonably acceptable to Lessee, which protects and preserves the



priority of all of Lessee's rights hereunder (and any amendment hereto) in the event of a foreclosure of such monetary lien.

8.8 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 permits and approvals, 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, including execution of applications for such approvals, and including participating in any appeals or regulatory proceedings respecting the Solar Facilities. To the extent permitted by law, Owner hereby waives enforcement of any applicable setback requirements respecting the Solar Facilities to be placed on the Property or any such facilities to be placed upon property adjacent to the Property. The Owner cooperation contemplated is intended only for Owner to provide any required Owner signatures as the holder of fee title to the Property. Should Owner agrees at Lessee's request to provide Lessee with additional support acquiring mineral or petroleum accommodation agreements, governmental approvals, permits and other property rights and entitlements, Lessee shall reimburse Owner for the time spent providing such Lessee requested assistance at a rate of \$85 per hour plus reasonable expenses and other expenses approved in writing in advance by Lessee. However, Owner shall at its cost remove or subordinate any liens, encumbrances or mortgages required for financing the Solar Facilities.

8.9 Conveyances, Other Agreements, and Owner's Cooperation. In connection with the exercise of the rights of Lessee hereunder, Lessee, shall also have the right, without further act or consent of Owner with respect to grants that do not extend beyond the expiration of the Term, and with Owner's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, with respect to grants that will extend beyond the expiration of the Term: (a) to grant directly or (b) cause Owner to promptly grant to any party (a "Grantee") such rights or interests in or to the Property that are reasonably necessary or convenient for the Lessee's use of the Property for the Solar Facilities as permitted pursuant to Section 3.3, including, without limitation, easements and similar associated rights to construct, operate, and maintain transmission, substation, collection, distribution, interconnection or switching lines or facilities pursuant to a standard form of easement or other similar agreement, lot line adjustments, lot line mergers, right-of-way dedications, or rights of abandonment (collectively, the "Additional Rights"). It is agreed that it would be unreasonable for Owner to withhold, condition, or delay its consent to any of the Additional Rights to the extent that the grant of the right or interest is necessary for the operation of the Solar Facilities.

8.10 Hazardous Materials.

(a) Owner shall not violate any Environmental Laws in, on or under the Property. Owner shall indemnify Lessee against any such violation of Environmental Laws that: (i) exists as of the Effective Date, or (ii) is caused by Owner or Owner's agents and occurs after the Effective Date.. The Owner shall promptly notify the Lessee of any such violation. This provision shall survive termination of the Lease.

(b) To 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. To Owner's knowledge, 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 Law. Neither Owner nor, to 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.

8.11 Full Disclosure. To Owner's knowledge, Owner has delivered or made available to Lessee true, complete and accurate copies of all reports, studies, documents, agreements, memoranda, correspondence, papers, diagrams and photographs in Owner's possession or control which are material to evaluating the Property.

8.12 Title Policy. Owner holds the entire fee simple interest in the Property. Owner shall reasonably cooperate with Lessee (including by executing a customary lien, possession, and encumbrance affidavit and indemnity) in Lessee's efforts to obtain an ALTA Extended Coverage Owner's Policy of Title Insurance with a Leasehold Owner's Policy Endorsement, with liability in an amount reasonably satisfactory to Lessee insuring that leasehold title to the applicable Property is vested in Lessee or Lessee's designated affiliate free of encumbrances, except as permitted herein or otherwise approved by Lessee, and including such endorsements as Lessee may reasonably require. All transaction costs including title insurance costs, shall be paid in accordance with custom in the county in which the Property is located.

9. Assignment. Subject to Section 8.5, each Party shall have the right and authority to sell, convey, assign, sublease or otherwise transfer, and/or collaterally assign, mortgage or encumber to one or more persons any or all of its right, title and interest under this Lease to one or more persons (each, an "Assignee"). The assigning Party shall notify the other Party in writing of any such assignment and the name and address of any Assignee.

10. Mortgagee Protection. In the event that any mortgage, deed of trust or other security interest in this Lease or in any Solar Facilities is entered into by Lessee or any Assignee (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 10. 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.

10.1 Leasehold Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Leasehold Mortgagee shall have the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the leasehold estate by any lawful means; (c) to take possession of and operate the Solar Facilities or any portion thereof and to perform all



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obligations to be performed by Lessee hereunder, or to cause a receiver to be appointed to do so; and (d) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold estate to a third party. Owner's consent shall not be required for the acquisition of the encumbered leasehold estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



(d) If more than one Leasehold Mortgagee makes a written request for a New Lease pursuant hereto, the New Lease shall be delivered to the Leasehold Mortgagee requesting such New Lease whose Mortgage is prior in lien.

(e) The provisions of this Article 10 shall survive the termination, rejection or disaffirmance of the Lease and shall continue in full force and effect thereafter to the same extent as if this Section 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 the Lease 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.

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

10.5 Estoppel Certificates, Etc. Owner shall within ten (10) business days after written request therefor, execute and deliver such estoppel certificates (certifying as to such matters as Lessee may reasonably request, including without limitation that no default then exists under this Lease, if such be the case) and/or consents to assignment (whether or not such consent is actually required) and/or non-disturbance agreements as Lessee, any Assignee or Leasehold Mortgagee may reasonably request from time to time.

■ [REDACTED]

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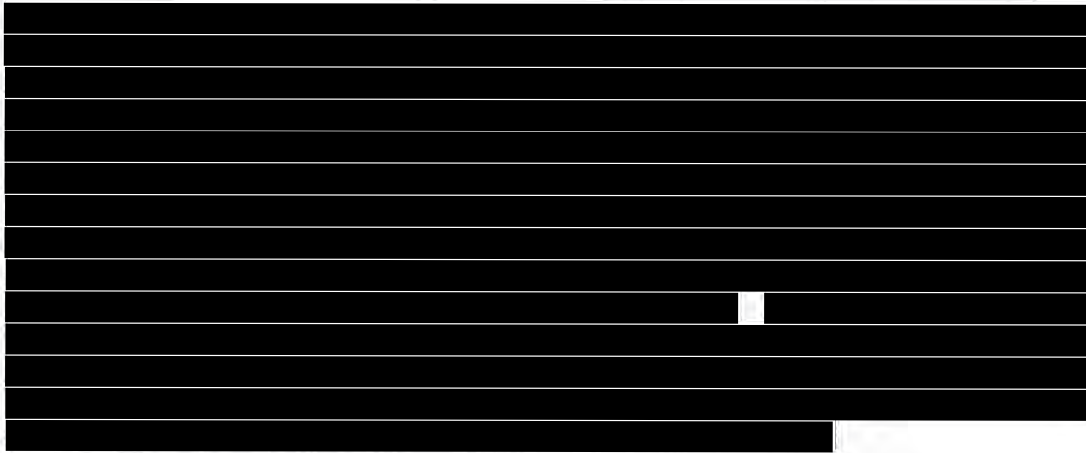
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12. Miscellaneous.

12.1 Force Majeure. If performance of the Lease or of any obligation hereunder and/or Lessee's ability to operate the Solar Facilities and to transmit and sell power therefrom to a third party purchaser is prevented, interfered or 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, and/or with respect to an event preventing, interfering or hindering Lessee's ability to operate the Solar Facilities and/or to transmit and sell power, the Rent payment obligation shall be abated, to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid, remove or repair such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "**Force Majeure**" means fire, earthquake, flood, or other casualty or accident; epidemic, strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition beyond the reasonable control and without the fault or negligence of the Party claiming Force Majeure.

12.2 Condemnation. Should title or possession of all of the Property be taken in condemnation proceedings by a government agency or governmental body under the exercise of the right of eminent domain, or should a partial taking render the remaining portion of the Property unsuitable for Lessee's use, then, at Lessee's written election, this Lease shall terminate upon the vesting of title or taking of possession. All payments made on account of any taking by eminent domain shall be apportioned between the valuation given to Lessee's interest under this Lease and the Solar Facilities (collectively "**Lessee's Interest**") and the valuation given to Owner's interest in this Lease and its reversionary interest in the Property, valued as unimproved and unentitled land (collectively, "**Owner's Interest**"), and Lessee shall not be required to pursue a separate award from the condemning authority, nor shall Lessee's right to condemnation proceeds under this Section 12.2 be affected by the refusal of the condemning authority to make a separate award in favor of Lessee. The portion relating to Lessee's Interest shall be paid to Lessee, and the portion relating to the Owner's Interest shall be paid to Owner; provided that, to the extent not already included as part of Lessee's Interest, Lessee shall also be entitled to any award made for the reasonable removal and relocation costs of any Solar



Facilities that Lessee has the right to remove, and for the loss and damage to any such Solar Facilities that Lessee elects or is required not to remove, and for any loss of income from the Solar Facilities, and for the loss of use of the Property by Lessee to the extent of Lessee's interest as lessee, the loss in value of the Lessee's interest under the Lease, and loss of any goodwill. The balance of any award, including severance damage, if any, shall be payable to Owner. It is agreed that Lessee shall have the right to participate in any condemnation proceedings and settlement discussions and negotiations thereof and that Owner shall not enter into any binding settlement agreement without the prior written consent of Lessee, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee's share of the award shall be paid to the Leasehold Mortgagee, if any, if and to the extent required by the Leasehold Mortgage. Lessee's Rent obligations hereunder shall be reduced in proportion to the extent any condemnation of a portion of the Property adversely impacts Lessee's generation of revenue from the Solar Facilities as reasonably agreed by Owner and Lessee. If Owner and Lessee cannot reasonably agree within six (6) weeks of such taking, such adverse impact shall be determined by an independent engineer reasonably acceptable to both Owner and Lessee, and if Owner and Lessee do not agree upon an independent engineer within four (4) additional weeks, then one shall be appointed as promptly as reasonably possible by a court having jurisdiction as provided in Section 12.7 below.

12.3 Confidentiality. To the full extent allowed by law, 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 Lease, 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 (i) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents, or (ii) 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. To the full extent permitted by law, Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee. Notwithstanding the foregoing, Owner may provide information as required or appropriate to attorneys, accountants, lenders, or third parties who may be assisting Owner or with whom Owner may be negotiating in connection with the Property, Owner's financial or other planning, or as may be necessary to enforce this Lease.

12.4 Successors and Assigns/Runs With the Property. The Lease shall inure to the benefit of and be binding upon Owner and Lessee and their respective heirs, transferees, successors and assigns with respect to the Property and the Lease, and all persons claiming under them. The Property shall be held, conveyed, assigned, hypothecated, encumbered, used and occupied subject to the covenants, terms and provisions set forth in this Lease, which covenants, terms and provisions shall run with the Property, and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them. References to Lessee in this Lease shall be deemed to include Assignees that hold a direct ownership interest in the Lease and actually are exercising rights under this Lease to the extent consistent with such interest.



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12.5 Notices. Unless otherwise specifically provided herein, any approval, disapproval, demand, notice or other like communication reasonably intended to provide notice (“**Notice**”) required or permitted to be given hereunder shall be in writing to the applicable party’s address specified below (as the same may be modified as provided below) and may be served (a) personally, or (b) by commercial delivery or private courier service, or (c) by Federal Express or other national overnight delivery service, or (d) by registered or certified mail (return receipt requested, postage prepaid), or (e) by email transmission, to the respective email addresses set forth below so long as any email notice contains the following in the subject line in all caps: “OFFICIAL NOTICE UNDER BRANSTETTER LEASE”), which Notice shall be effective (i) upon personal delivery, (ii) upon the date of actual delivery if delivered by Federal Express or another nationally recognized or other commercial or private delivery service provided delivery is made during regular business hours or if receipt is acknowledged by a person reasonably believed by the delivering party to be the recipient, or a family member, member, principal or employee of the recipient, (iii) when received as indicated by the date on the return invoice or receipt showing delivery if delivered by the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iv) when sent by email with written confirmation of receipt by the other party (which shall expressly exclude any automatic “out of office” response from the recipient). Notice of change of any address, telephone or email address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or, the inability to deliver because of changed address of which no Notice was given shall be deemed to constitute receipt of the Notice.

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If to Owner:

Steve And Linda Branstetter  
1875 Apple Grove Rd  
Summer Shade, KY 42166  
Email:

with copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email:

If to Lessee:

Naturgy Candela Devco LLC  
c/o Naturgy Renovables SLU  
Avenida SAN LUIS 77 Edificio G pl. PB  
28033 Madrid  
Spain  
Attn: Marta Barrionuevo Huélamo  
Email: [mbarrionuevo@naturgy.com](mailto:mbarrionuevo@naturgy.com)

with a copy to :

Naturgy Candela Devco LLC  
c/o Naturgy Renovables, SLU  
Avenida SAN LUIS 77 Edificio I pl. 04  
28033 Madrid  
Spain  
Attn: Rafael López Alarcón  
Email: [rlopeza@naturgy.com](mailto:rlopeza@naturgy.com)

Naturgy Candela Devco LLC  
c/o Candela Renewables, LLC  
360 Pine Street, Suite 500  
San Francisco, CA 94103  
Attn: Brian Kunz, CEO  
Email: [Brian.Kunz@Candelarenewables.com](mailto:Brian.Kunz@Candelarenewables.com)

12.6 Entire Lease; Amendments. This Lease constitutes the entire agreement between Owner and Lessee respecting the leasehold rights and obligations of the parties pertaining to the Property. This Lease 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. Provided that no material default in the performance of Lessee's obligations under this Lease shall have occurred and remain uncured, Owner shall cooperate with Lessee in amending this Lease from time to time to include any provision that may be reasonably requested by Lessee for the purpose facilitating a financing related to its Solar Facilities.

12.7 Legal Matters. This Lease shall be governed by and interpreted in accordance with the laws of the State of Kentucky, without regard to its choice of law rules. 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 Lease and is hereby waived. The prevailing party in any action or proceeding for the enforcement, protection or establishment of any right or remedy under this Lease shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party. Each Party shall pay for its own legal costs incurred in preparing and negotiating this Lease.



12.8 Partial Invalidity. Should any provision of this Lease 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 Lease, the parties agree that in no event shall the term of this Lease be longer than the longest period permitted by applicable law.

12.9 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 energy established by any local, state or federal government, then, at Lessee's option, Owner and Lessee shall exercise good faith and negotiate an amendment to this Lease or replace it with a different instrument so as to convert Lessee's interest in the Property to a substantially similar interest that makes Lessee eligible for such credit, benefit or incentive.

12.10 No Broker. Owner and Lessee each represent and warrant to the other that no broker or finder is entitled to any commission or finder's fee resulting from any action on its part in connection with this Lease. Each party agrees to indemnify, defend and hold the other harmless against any claim, loss, damage, cost or liability for any broker's commission or finder's fee asserted as a result of its own act or omission in connection with the execution of this Lease.

12.11 Waiver of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT, WHETHER BASED IN CONTRACT, INDEMNITY, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY HERETO, OR ITS AFFILIATES OR ITS AND THEIR RESPECTIVE DIRECTORS, MANAGERS, OFFICERS, SHAREHOLDERS, PARTNERS, MEMBERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES, BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF, RELATE TO, OR ARE OTHERWISE ATTRIBUTABLE TO THIS LEASE OR THE PERFORMANCE OR NON-PERFORMANCE OF DUTIES HEREUNDER.

12.12 Counterparts. This Lease 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. Facsimile or PDF counterparts delivered by email shall be deemed originals.

**SIGNATURES TO FOLLOW ON NEXT PAGE**

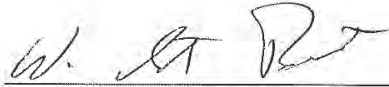


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IN WITNESS WHEREOF, Owner and Lessee, individually or through duly authorized representatives, hereby, execute this Lease and certify that they have read, understand and agree to the terms and conditions of this Lease.

“Owner”

“Lessee”



**Steven W. Branstetter**

Date: 3-14-22



**Linda Branstetter**

Date: 3-14-22

**Naturgy Candela Devco LLC**, a Delaware  
limited liability company

DocuSigned by:  
  
By: 92FB6CD35B34408...

Name: Brian Kunz

Its: Authorized Representative

4/17/2022  
Date: \_\_\_\_\_

DocuSigned by:  
  
By: 2AB787AC16A741B...

Name: Nikolas Novograd

Its: Authorized Representative

4/18/2022  
Date: \_\_\_\_\_

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## **EXHIBIT A**

### **The Property**

All of that real property situated in Metcalfe County, Commonwealth/State of Kentucky more particularly depicted and described below:



Portion of Parcel Id/APN: [REDACTED]

TOTAL – Approx. [REDACTED]

## EXHIBIT B

### Form of Memorandum of Lease

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Naturgy Candela Devco LLC  
c/o Candela Renewables  
360 Pine Street, Suite 500,  
San Francisco, CA 94103  
Attention: Real Estate Manager

SPACE ABOVE THIS LINE RESERVED FOR RECORD'S USE

### MEMORANDUM OF LEASE

This Memorandum of Lease (this “**Memorandum**”) is entered into by and between **Steven W. Branstetter** and **Linda Branstetter**, a married couple (collectively, “**Owner**”) and Naturgy Candela Devco LLC , a Delaware limited liability company (“**Lessee**”). Owner and Lessee shall sometimes be referred to herein individually as a “Party” and collectively as the “Parties”. This Memorandum shall be dated and effective as of the date the final Party signatory executes this Memorandum as set forth on the signature page at the end of the Memorandum (the “**Effective Date**”).

### RECITALS

- A. Owner holds a fee simple interest in that certain real property located in the County of Metcalfe, State of Kentucky legally described on **Exhibit A** attached hereto, including all rights and benefits appurtenant thereto and improvements thereon, including, any easements and rights-of-way benefiting such real property, any water rights and all surface rights (including subsurface rights down to 250 feet) pertaining to minerals, caliche, gravel and/ or hydrocarbons relating thereto, as well as the right to access and utilize all radiant energy emitted from the sun upon, over and across said real property (collectively, the “**Property**”).
- B. Owner and Lessee are parties to that certain Lease, dated effective as of the Effective Date pursuant to which Lessee leased the Property from Owner on the terms and conditions as described in greater detail therein (the “**Lease**”).

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, the Parties hereby agree as follows:

1. Lease of Property. On the terms and conditions set forth in the Lease, Owner has granted and hereby grants, conveys and warrants to Lessee the lease of the Property, and Lessee leases from Owner the Property. Capitalized terms used herein without definition shall have the definitions set forth in the Lease.



2. Development Term. The development term (the “**Development Term**”) of the Lease commences on the Effective Date and shall end on the earlier of (i) the date that Lessee selects for the commencement of the Construction and Operation Term (as defined below) of the Lease as set forth in a written notice delivered to Owner (the “**C&O Term Commencement Notice**”), (ii) the date Lessee commences the installation of Solar Generating Equipment (as defined in Section 3.3 of the Lease) on the Property, (iii) the date Lessee notifies Owner that Lessee elects to terminate the Lease (“**Termination Notice**”), and (iv) the day preceding the fifth (5th) anniversary of the Effective Date (the “**Development Term Expiration Date**”). During the Development Term, Lessee and its representatives, agents, and contractors shall have the right to enter upon the Property in connection with Lessee’s evaluating the Property and determining the feasibility of solar energy conversion and power generation on the Property, including, without limitation, the right to conduct the studies and inspections referred to in Section 2.2 of the Lease.
3. Construction and Operation Term. The Lease provides that, unless Lessee delivers a Termination Notice prior to such date, the Construction and Operation Term of the Lease shall commence upon the date (the “**Construction and Operation Term Commencement Date**”) that is the earlier of (i) the date set forth in the applicable C&O Term Commencement Notice, (ii) the date Lessee commences the installation of Solar Generating Equipment on the Property, or (ii) the Development Term Expiration Date, and shall continue thereafter until the day preceding the twenty-fifth (25th) anniversary of the Construction and Operation Term Commencement Date (as the same may be extended for up to four (4) Extension Terms of Five (5) years each pursuant to Section 3.2 of the Lease) (collectively, the “**Construction and Operation Term**”). During the Construction and Operation Term, Lessee shall have the exclusive right to use and possess the Property and for the purposes described in Section 3.3 of the Lease, as well as Solar Energy Purposes and the other purposes permitted pursuant to the Lease and to derive all profits, rents, royalties, credits and profits therefrom, subject to the terms of the Lease.
4. Ownership of Solar Facilities. Owner acknowledges and agrees that Lessee is the exclusive owner and operator of the Solar Facilities, that all equipment comprising the Solar Facilities shall remain the personal property of the Lessee and shall not become fixtures, notwithstanding the manner in which the Solar Facilities are or may be affixed to any real property of Owner. Owner shall have no right, title or interest in the Solar Facilities or any component thereof, notwithstanding that the Solar Facilities may be physically mounted or affixed to the Property.
5. No Interference. 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 construction, installation, maintenance, or operation of the Solar Facilities and/or access over the Property to such Solar Facilities and/or Lessee’s rights granted under and pursuant to the Lease to use the Property for Solar Energy Purposes. Without limiting the generality of the foregoing, Owner shall not (and shall not permit others to) disturb or interfere with the unobstructed flow of radiant energy emitted by the sun upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing buildings or other structures or

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facilities, or by engaging 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.

6. Mortgagee Protection. In the event that any mortgage, deed of trust or other security interest in the Lease or in any Solar Facilities is entered into by Lessee or any Assignee (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 Section 10 of the Lease.
7. Successors and Assigns/Runs With the Property. The terms of this Memorandum and the Lease shall inure to the benefit of and be binding upon Owner and Lessee and their respective heirs, transferees, successors and assigns with respect to the Property and the Lease, and all persons claiming under them. The Property shall be held, conveyed, assigned, hypothecated, encumbered, used and occupied subject to the covenants, terms and provisions set forth in this Memorandum and the Lease, which covenants, terms and provisions shall run with the Property, and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.
8. Effect of Memorandum. Owner and Lessee have executed and recorded this Memorandum to give notice of the Lease and their respective rights and obligations with respect to the Property. In the event of any inconsistency between the Lease and this Memorandum, the Lease shall control.
9. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

[Signature appears on following page.]



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IN WITNESS WHEREOF, each Party has executed this Memorandum as of the date set forth below such Party's signature.

Owner:

\_\_\_\_\_  
**Steven W. Branstetter**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Linda Branstetter**

Date: \_\_\_\_\_

Lessee:

**Naturgy Candela Devco LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Name: Brian Kunz

Its: Authorized Representative

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Nikolas Novograd

Its: Authorized Representative

Date: \_\_\_\_\_



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CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGEMENT

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 \_\_\_\_\_

On \_\_\_\_\_, 2021 before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
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.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

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CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGEMENT

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 \_\_\_\_\_

On \_\_\_\_\_, 2021 before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
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.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)







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EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION

All of that real property situated in Metcalfe County, Commonwealth/State of Kentucky more particularly depicted and described below:



Portion of Parcel Id/APN: [REDACTED]

TOTAL – Approx. [REDACTED]

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**OPTION AND GROUND LEASE AGREEMENT**

**By and Between**

**Tim J. Perkins and Melissa F. Perkins, husband and wife**  
**collectively, as “Owner”**

**and**

**Naturgy Candela Devco LLC**  
a Delaware limited liability company  
**as “Optionee and Lessee”**

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## **OPTION AND GROUND LEASE AGREEMENT**

This Option and Ground Lease Agreement (this “**Agreement**”) is by and between Tim J. Perkins and Melissa F. Perkins, husband and wife (collectively, “**Owner**”), and **Naturgy Candela Devco LLC**, a Delaware limited liability company (“**Optionee**” or “**Lessee**”), and in connection herewith, Owner and Optionee agree, covenant and contract as set forth in this Agreement. Owner and Optionee are sometimes referred to in this Agreement as a “**Party**” or collectively as the “**Parties**”, and this Agreement shall be dated and effective as of the date the final Party signatory executes this Agreement as set forth on the signature page at the end of the Agreement (the “**Effective Date**”).

1. **Property.** Owner holds a fee simple interest in that certain real property consisting of approximately [REDACTED] located in the County of Metcalfe, State of Kentucky legally described on **Exhibit A** attached hereto and incorporated herein by reference, together with any rights, hereditaments and benefits appurtenant thereto and improvements thereon, including, any easements and rights-of-way benefiting such real property, any water rights and all surface rights (including subsurface rights down to 250 feet) pertaining to minerals, caliche, gravel and/ or hydrocarbons relating thereto, as well as the right to access and utilize all radiant energy emitted from the sun upon, over and across said real property (collectively, the “**Property**”).

2. **Option Term.**

2.1 **Option Grant.** As consideration for the Option Payments (as defined below), and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Owner hereby grants Optionee the exclusive option to lease, on an exclusive basis, the approximately [REDACTED] portion of the Property located approximately as shown outlined in yellow on Exhibit A-1 (the “**Planned Solar Property**”), and obtain certain related easement rights on the Property upon the terms and conditions set forth herein (“**Lease Option**”). Optionee shall have the right to exercise the Lease Option by providing notice (the “**Lease Term Commencement Notice**”) to Owner of its decision to exercise the Lease Option and the Lease Term commencement date (which shall be a day no later than 90 days after the delivery of the Lease Term Commencement Notice) at any time prior to the end of the Option Term (as hereinafter defined).

2.2 **Memorandum.** Concurrently with execution of this Agreement, Owner and Optionee shall execute and notarize the Memorandum of Option and Lease Agreement in the form attached as **Exhibit B** hereto (the “**Memorandum**”), and shall record such Memorandum in the Office of the Metcalfe County Recorder’s Office as promptly as reasonably possible. If the description/depiction of the Planned Solar Property set forth on Exhibit A-1 as of the Effective Date is not recordable, Optionee shall either (i) record the Memorandum without Exhibit A-1 attached promptly after the Effective Date and have a recordable legal description of the Solar Property (as defined below) prepared by a licensed surveyor during the Option Term and then recorded as part of the Addendum (as defined below) after the Lease Term Commencement Notice (as defined below) is delivered, or (ii) have a recordable legal description of the Planned Solar Property prepared by a licensed surveyor during the Option Term and record the Memorandum with the recordable legal description of the Planned Solar



Property attached as Exhibit A-1 to the Memorandum after the recordable legal description has been prepared by the surveyor.

2.3 Feasibility Period. Optionee shall have from the Effective Date until the ninetieth (90th) day thereafter ("**Feasibility Period**") to confirm in Optionee's sole and absolute discretion, whether Optionee preliminarily believes it may be possible to feasibly and economically develop and use the Planned Solar Property in accordance with Optionee's plans.

2.4 Option Payments. As consideration for Owner's execution and delivery of this Agreement and the Memorandum (as defined below) to Optionee, Optionee shall pay to Owner a signing bonus of [REDACTED] ("**Signing Bonus**") within [REDACTED] after the Effective Date (or if Owner has not delivered its tax and payment information described in Section 2.5 by such date, promptly after Owner delivers such information). The Signing Bonus shall be nonrefundable and in all events be retained by Owner. Optionee shall make an initial option payment equal to [REDACTED] (the "**Initial Option Payment**") to Owner within [REDACTED] after the Effective Date. Optionee shall thereafter [REDACTED] each, an "**Option Payment**", and together with the Initial Option Payment, the "**Option Payments**") to Owner on or prior to the commencement of each quarterly period thereafter during the Option Term. If Optionee elects to provide the Lease Term Commencement Notice or the Termination Notice, it shall have no obligation to make any Option Payments relating to time periods after such exercise or termination.

2.5 Tax and Payment Information. Simultaneously with the execution and delivery of this Agreement (or as soon thereafter as reasonably possible), each Owner party shall provide Optionee with (i) a completed Internal Revenue Service Form W-9 for such Owner party, and (ii) the wire instructions/ACH bank transfer information which such Owner party wants Optionee to utilize to make the payments to such Owner party, together with a telephone number for such Owner party which can be utilized to confirm such Owner party's wire instructions/ACH bank transfer information and related payment information. Each Owner party understands that it shall be a condition to Optionee's obligation to make the payments hereunder that all of the Owner parties provide the completed Internal Revenue Service Form W-9 and wire instructions/ACH bank transfer information required to be delivered in this Section 2.5 to Optionee and that no payments under this Agreement shall be due or payable to any Owner party unless and until Optionee has received such information from each Owner party. Any payment by Optionee utilizing the wire instructions/ACH bank transfer information provided by the applicable Owner party in this Agreement (as the same may be updated by such Owner party by providing notice of such updated information in accordance with Section 12.5 below) shall be deemed delivered in compliance with this Agreement.

2.6 Option Term. The Lease Option term (the "**Option Term**") of this Agreement commences on the Effective Date (and shall include the Feasibility Period) and shall end on the earlier of (i) the date which Optionee selects for the commencement of the Lease Term (as defined below) of the Agreement as set forth in the Lease Term Commencement Notice delivered to Owner, (ii) the date Optionee notifies Owner that Optionee elects to terminate this Agreement ("**Termination Notice**"), and (iii) the day preceding the fifth (5th) anniversary of the Effective Date (the "**Option Term Expiration Date**"). Optionee shall have the right to



terminate this Agreement at any time during the Option Term by providing a Termination Notice to Owner and the Agreement shall terminate effective as of the date of termination set forth in such Termination Notice. For the avoidance of doubt, the Agreement is in no way intended by the Parties to, and shall not be interpreted to, create a lease of the Solar Property until Optionee has delivered the Lease Term Commencement Notice or the Lease Term Commencement Date has otherwise occurred, and this Agreement shall be read and interpreted to be consistent with such primary intent of the Parties. Optionee's Activities During Option Term.

(a) During the Option Term, Optionee and its representatives, agents, and contractors shall have a nonexclusive license to enter upon the Property in connection with Optionee's evaluating the Property and determining the feasibility of solar energy conversion and power generation on the Planned Solar Property, including, without limitation, the right to conduct the studies and inspections referred to in this Section 2.7; provided that Optionee shall provide Owner with reasonable advance notice of the dates Optionee contemplates that Optionee and/or its representatives, agents, and contractors are planning to enter upon the Property for such purposes. Such right of entry shall include, but not be limited to, (1) the right to conduct geotechnical, biological and cultural resource investigations; (2) the right to install solar monitoring station(s) and to conduct studies of the solar energy emitted upon, over and across the Planned Solar Property and gather other meteorological data; and (3) the right to conduct Phase I and Phase II environmental site assessments.

(b) Optionee shall, at its expense, maintain a commercial general liability insurance policy insuring against loss or liability caused by Optionee's activities on the Property under the Agreement during the Option Term and, if applicable, the Lease Term, in an amount not less than [REDACTED] which has a commercially reasonable deductible. Certificates of such insurance shall be provided to Owner upon request of Owner.

(c) Optionee will indemnify, defend and hold harmless Owner against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, in each case to the extent resulting from or arising out of physical damage to property or physical injury to any person, and in each case to the extent caused the negligence or willful misconduct of Optionee or its agents, contractors or subcontractors on the Property during the Option Term, and, if applicable, the Lease Term. This indemnification shall survive the termination of this Agreement for a period of one (1) year. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or willful misconduct of Owner or any of Owner's invitees, contractors, subcontractors or guests.

(d) To assist Optionee's feasibility review, Owner shall cooperate in Optionee's review and within [REDACTED] after the Effective Date, Owner shall provide Optionee with documentation evidencing the authority of Owner (and the person executing this Agreement on behalf of Owner) to enter into this Agreement, and copies of all leases, contracts, studies, reports, maps, surveys, litigation documentation, correspondence and any other materials in Owner's possession or reasonable control that are material to evaluating the Property, including, without limitation, the following documents: (a) any and all leases or other documents referencing a right to occupy, farm, mine or produce hydrocarbons from the Property; (b) copies



of documents creating liens against the Property; (c) all soils, seismic, environmental and toxics studies, reports, surveys and assessments, and all documents, correspondence, applications, permits and other communications to or from any government agency in connection with any Hazardous Materials (as defined below) or any environmental condition of the Property, including any underground storage tanks; (d) title policies; and (e) information regarding water rights and existing wells.

(e) During the Option Term, Optionee will initiate the process of obtaining and negotiating, as applicable, the land-use and entitlements (e.g., conditional use permits, re-zoning, grid interconnection and transmission agreements, power purchase agreements, and the like) necessary to develop and operate Optionee's contemplated project. At no expense to Owner, Owner shall support Optionee in all material respects in these efforts and execute any applications or permits on which any governmental agency requires an Owner signature in connection therewith.

## 2.8 Solar Property and Related Facilities Property.

(a) During the Option Term, Optionee will be working to determine whether it will be feasible to use the Planned Solar Property for Solar Energy Purposes (as defined in Section 3.3 below). This determination will be made based upon a variety of factors including Optionee's evaluation of the Property pursuant to the physical, geotechnical, environmental and title review of the Property, as well as Optionee's ability during the Option Term to obtain the necessary permits and interconnection and power purchase contracts required for constructing and operating the Facilities (as defined in Section 2.8(c) below) on the Lease Term Property (as defined in Section 2.8(c) below).

(b) During the Option Term, Optionee will deliver to Owner a map depicting the proposed final location of the boundaries of the Planned Solar Property which Optionee believes may be suitable for development and construction of Solar Facilities (as defined in Section 3.3 below) including the Solar Generating Equipment and the location of any planned easement routes for related facilities such as the project access road and gen-tie line (together with the Planned Solar Property, the "**Planned Project Layout**"). Owner may provide Optionee with a written summary of any comments or concerns Owner may have with respect to the Planned Project Layout within [REDACTED] after receipt of the map depicting the initially contemplated Planned Project Layout (the "**Owner Comment Period**"). If Owner submits any written comments or concerns to the planned location of all or any portion of the Planned Project Layout during the Owner Comment Period, Optionee will review and consider such comments and concerns together with all of the other relevant factors that need to be considered in planning the layout of the solar project and related easement areas.

(c) After considering any Owner comments and concerns provided to Optionee during the Owner Comment Period together with all of the other relevant factors that need to be considered in planning the layout of the solar project and related easement areas and further advancing Optionee's planned layout, engineering and design for the planned Solar Facilities, when Optionee has finalized its project layout Optionee shall prepare a final project layout map depicting:



(i) the final Planned Solar Property (which, subject to any revisions thereto which Owner and Optionee may thereafter agree upon in writing shall be referred to herein as the "**Solar Property**"); and

(ii) the final planned location (or alternative final planned locations) for any easements and/or a switchyard site on any portion of the Property outside the Solar Property to be utilized for the purposes of:

(1) accessing, installing, operating maintaining, repairing and replacing gen-tie facilities and fiber optic, communications and control facilities (which, subject to any revisions thereto which Owner and Optionee may thereafter agree upon in writing shall be referred to herein as the "**Gen-Tie Easement Area**"),

(2) accessing, installing, operating maintaining, repairing and replacing collection line facilities and communications and control facilities (which, subject to any revisions thereto which Owner and Optionee may thereafter agree upon in writing shall be referred to herein as the "**Collection Line Easement Area(s)**"),

(3) accessing, installing, operating maintaining, repairing and replacing roads and paths for ingress, egress and access purposes (which, subject to any revisions thereto which Owner and Optionee may thereafter agree upon in writing shall be referred to herein as the "**Access Road Easement Area(s)**"),

(4) accessing, installing, operating maintaining, repairing and replacing water infrastructure facilities (which, subject to any revisions thereto which Owner and Optionee may thereafter agree upon in writing shall be referred to herein as the "**Water Facilities Easement Area**").

Any Gen-Tie Easement Area, Collection Line Easement Area(s), Access Road Easement Area(s), and/or Water Facilities Easement Area are referred to herein collectively as the "**Related Facilities Property**" and any improvements and facilities required for Solar Energy Purposes installed thereon by Optionee, are referred to herein as the "**Related Facilities**" (such Related Facilities together with the Solar Facilities, the "**Facilities**"). The Solar Property together with the Related Facilities Property are referred to herein collectively as the "**Lease Term Property**".

(d) if and when Optionee has finalized its locations for the Solar Property and Related Facilities Property, Optionee shall prepare and deliver to Owner copies of the final metes and bounds descriptions and depictions of such areas (including a determination of the gross acreage of each applicable area) prepared by a surveyor.

(e) After Optionee determines whether or not it will be feasible to utilize the Solar Property for Solar Energy Purposes, Optionee will deliver to Owner, as applicable, either a Termination Notice to terminate the Agreement, or a Lease Term Commencement Notice setting forth the date that Optionee has elected for the commencement of the Lease Term. Within [REDACTED] after Optionee delivers the Lease Term Commencement Notice, Owner and Optionee shall execute and record an addendum and amendment to this



Agreement and to the Memorandum to add and incorporate into this Agreement and the Memorandum the Lease Term commencement date set forth in the Lease Term Commencement Notice, the Solar Property and any Related Facilities Property descriptions as Exhibits A-1 through A-6, and the easement rights held by Optionee in each applicable portion of the Related Facilities Property, as applicable (the "**Agreement Addendum**"). After the Agreement Addendum is recorded, the portion of the Property leased to Optionee pursuant to this Agreement shall include only the Lease Term Property and the portion of the Property not included in the Lease Term Property shall no longer be subject to this Agreement.

2.9 Owner's Use of the Property during the Option Term. During the Option Term, (i) Owner shall have the right to continue to use the Property for agricultural, ranching and/or other reasonable purposes so long as the Property is maintained substantially in accordance with its condition as of the Effective Date and in compliance with all applicable laws, (ii) Owner shall not voluntarily take any action to render any of the representations or warranties of Owner set forth herein incorrect, (iii) since Owner understands that Optionee is intending to use the Property for the Solar Facilities, Owner shall not modify or extend any leases or other agreements granting other parties rights to use or possess the Property without Optionee's prior written consent, or enter into new leases or any other agreements or otherwise grant (actively or permissively) any rights to other parties to use or possess the Property unless such leases or agreements are terminable without cause and without any payment or other obligation upon ninety (90) days prior written notice, (iv) Owner shall not make any material alterations to the Property, and (v) Owner shall pay for all materials and services furnished to the Property at the request of the Owner.

### 3. Lease Term.

3.1 Lease Term. Unless Lessee delivers a Termination Notice prior to such date, the Lease Term of this Agreement shall commence upon the earlier of (i) the Lease Term Commencement date set forth in the applicable Lease Term Commencement Notice, and (ii) the Option Term Expiration Date (the "**Lease Term Commencement Date**"), and shall continue thereafter until the day preceding the twenty-fifth (25th) anniversary of the Lease Term Commencement Date (the "**Base Term**", and as the same may be extended for up to four (4) Extension Terms pursuant to Section 3.2 below, the "**Lease Term**"). For good and valuable consideration, Owner hereby agrees to lease the Lease Term Property to Lessee pursuant to the terms and conditions of this Agreement effective as of the Lease Term Commencement Date.

3.2 Extension Options. Lessee shall also have up to four (4) extension rights, upon written notice to Owner at least one hundred eight (180) days prior to the expiration of the Base Term or the first three (3) Extension Terms, as applicable, to extend the Lease Term for one (1) additional period of five (5) years on each such occasion (each, an "**Extension Term**"), such that, if all such extensions are exercised, the total term of the Lease Term may extend up to a maximum of forty-five (45) years. The Option Term, together with the Lease Term shall be referred to herein collectively, as the "**Term**".

3.3 Lease Term Rights. During the Lease Term, Lessee shall have the exclusive right to use and possess both the surface and top 250 feet of the subsurface of the Solar Property and the airspace and solar energy above for the purposes described in Section 2.7, as



well as for Solar Energy Purposes, and to derive all profits, rents, royalties, credits and profits therefrom. For purposes of this Agreement, the meaning of “**Solar Energy Purposes**” includes, without limitation, the right to convert the radiant energy emitted by the sun into electrical energy and to collect, store and transmit electrical energy, together with any and all activities related thereto, including, without limitation, constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, solar energy collection and electrical generating and storage 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 and communications lines, electric transformers, telecommunications equipment, roads, meteorological towers and solar energy measurement and storage equipment, control buildings, operations and maintenance buildings, office trailers, sanitary facilities (porta potties), maintenance yards, construction laydown areas, substations, switch yards, and related facilities and equipment (the Solar Generating Equipment together with all of the other foregoing equipment and improvements, collectively “**Solar Facilities**”); the easement rights set forth in Section 3.5 with respect to the Related Facilities Property and the Related Facilities; and undertaking any other activities, including, without limitation, site preparation, grading, vegetation removal, gravel laydown and other ground treatment, whether accomplished by Lessee or a third party authorized by Lessee, that are consistent with the operation of the Facilities and which Lessee reasonably determines are necessary, useful or appropriate. Lessee shall have the right to make all siting decisions with respect to the Facilities on the Property. Lessee’s rights with respect to the Lease Term Property during the Lease Term shall also include the following rights:

(a) Land Management Rights. During the Lease Term Lessee may, as reasonably necessary grade, level, mow, remove, relocate, trim, prune, top or otherwise control the growth of any tree, shrub, plant or other vegetation; relocate, dismantle, demolish, and remove any improvement, structure, embankment, impediment, berm, wall, fence or other object, on or that intrudes (or could intrude) into the Lease Term Property that could obstruct, interfere with or impair the process of installing, operating, maintaining, repairing and/or replacing any of the Facilities or otherwise interferes with the use of the Lease Term Property by Lessee hereunder and/or conduct such other activities related to installing, maintaining, operating, repairing and replacing the Facilities.

(b) Right to Control Access. Subject to the terms of this Agreement and applicable law, during the Lease Term, Lessee shall have the right under the Agreement to control and restrict access onto and over the Solar Property and exclude others (other than any parties with preexisting easement rights of record or other rights approved by Lessee), and Lessee may, at its sole expense, construct and maintain security devices on the Solar Property which Lessee deems appropriate and necessary for the protection of the Solar Facilities, including, but not limited to, any type of fencing, security monitoring or other security safeguards.

(c) Utilities for Project. If requested to do so by Lessee in connection with the development and operation of the Facilities, Owner shall grant to each applicable power and/or water utility a reasonable access, utility and/or equipment easement that is reasonably required in connection with the operation of the Facilities and the Solar Energy Purposes.



(d) Water Supply. If and to the extent Owner has sufficient water rights to do so, Owner shall provide water for construction and operation of the Facilities at the Lease Term Property at the market rate for untreated ground water provided that Lessee shall obtain a credit against the cost of such water for one-half of any costs Lessee incurs to upgrade and install any water facilities to obtain, pump and deliver such water. Lessee shall have the right to install water infrastructure facilities on the Lease Term Property as required to obtain pump and deliver such water, including, but not limited to, wells, pipelines, pump(s), meter(s), concrete pads, wooden power poles and power lines and other electrical power facilities to power the pump and related water infrastructure facilities, switches, electrical and communications wires and cables, pumping facilities, wires and cables for the conveyance of electric energy and communications purposes required in connection with the supply of water, and any related support structures, foundations, fences, gates, conduit, footings and other appliances, equipment, facilities and fixtures for use in connection with such water infrastructure facilities.

3.4 Owner Access. During the Lease Term, Owner shall have the right to reasonably access the Solar Property at reasonable intervals and at reasonable times and upon at least forty-eight hours prior advance written notice to Lessee to inspect the Solar Property. Any such access shall not materially interfere with Lessee's use of the Solar Property for Solar Energy Purposes and occupancy of the Solar Property in any manner. Owner's foregoing right of inspection must be on an escorted basis with Lessee, its agents or employees in compliance with established site and safety procedures and does not include the right to climb onto or into Facilities or to come into physical contact with any transmission facilities without the prior written consent of Lessee. Owner shall abide by all reasonable safety measures instituted by or on behalf of Lessee as to which Owner has received notice.

3.5 Easement Rights. During the Lease Term (as the same may be extended pursuant to Section 3.2), Lessee shall have the following easement rights:

(a) nonexclusive easement rights for Lessee and its employees, contractors, subcontractors, agents and invitees to use the Gen-Tie Easement Area for the development, erection, construction, installation, replacement, repair, removal, maintenance, operation and use of, and access to, the following from time to time: poles and overhead and/or underground lines, wires and cables for the conveyance of electric energy, and overhead and underground communications lines and equipment for communications purposes, and all necessary and proper anchors, support structures, foundations, conduit, footings, cross-arms, attachment hardware (e.g., nuts, bolts, clamps, etc.) and insulators, guardrails and other appliances, equipment, facilities, roads and fixtures for use in connection with said poles, lines, wires, conduit and/or cables (collectively, the "**Gen-Tie Facilities**"), and the right to keep the Gen-Tie Easement Area and surrounding areas within fifteen (15) feet of the boundary of the Gen-Tie Easement Area clear of all brush, trees, timber and/or additional structures, improvements and facilities constructed after the Lease Term Commencement Date, or other hazards that in Lessee's reasonable opinion could interfere with or could damage the Gen-Tie Facilities or the exercise of the rights granted hereunder. During the time the Gen-Tie Facilities are being installed, Lessee and its employees, contractors, subcontractors, agents and invitees shall also have the nonexclusive temporary right to use reasonable areas outside the Gen-Tie Easement Area for purposes related to the construction of the Gen-Tie Facilities, including,



without limitation, for construction laydown purposes, conductor stringing and conductor tensioning;

(b) nonexclusive easement rights for Lessee and its employees, contractors, subcontractors, agents and invitees to use the Collection Line Easement Area(s) for the development, erection, construction, installation, replacement, repair, removal, maintenance, operation and use of the following from time to time: poles or towers and/or overhead and/or underground transmission, distribution and/or collection lines, wires and cables for the conveyance of electric energy, and/or overhead or underground communications lines and equipment for communications purposes, and all necessary and proper anchors, support structures, foundations, conduit, footings, cross-arms and other appliances, equipment, facilities and fixtures for use in connection with said towers, poles, lines, wires, conduit and/or cables and any modification to any of the foregoing (collectively, the **"Collection Facilities"**) and the right to keep the Collection Line Easement Area(s) and surrounding areas within fifteen (15) feet of the boundary of the Collection Line Easement Area(s) clear of all brush, trees, timber and/or additional structures, improvements and facilities constructed after the Lease Term Commencement Date, or other hazards that in Lessee's reasonable opinion could interfere with or damage the Collection Facilities or the exercise of the rights granted hereunder. During the time the Collection Facilities are being installed, Lessee and its employees, contractors, subcontractors, agents and invitees shall also have the nonexclusive temporary right to use reasonable areas outside the Collection Line Easement Area(s) for purposes related to the construction of the Collection Facilities, including, without limitation, for construction laydown purposes, conductor stringing and conductor tensioning;

(c) nonexclusive easement rights for Lessee and its employees, contractors, subcontractors, agents, and invitees to use the Access Road Easement Area for the installation, replacement, repair, maintenance, operation and use of roads, paths and underground utilities; and

(d) nonexclusive easement rights for Lessee and its employees, contractors, subcontractors, and agents to use the Water Facilities Easement Area for the development, erection, construction, installation, replacement, repair, removal, maintenance, operation and use of, and access to, the following from time to time: water infrastructure facilities, including, but not limited to, wells, pipelines, pump(s), meter(s), concrete pads, wooden power poles and power lines and other electrical power facilities to power the pump and related water infrastructure facilities, switches, electrical and communications wires and cables, pumping facilities, wires and cables for the conveyance of electric energy and communications purposes required in connection with the supply of water, and any related support structures, foundations, fences, gates, conduit, footings and other appliances, equipment, facilities and fixtures for use in connection with such water infrastructure facilities.

3.6 Easement Termination and Expiration. All rights to use the Related Facilities Property and all easement and easement rights to be granted herein shall terminate and or expire automatically and concurrently with the termination or expiration of this Agreement.



4. **Lease Term Payments.**

4.1 [REDACTED]

4.2 **Lease Term Rent.** Lessee shall pay to Owner as rent in consideration of the rights granted hereunder with respect to the Solar Property during the Lease Term, [REDACTED] of the Solar Property ("**Rent**"), which amount shall be paid in annual installments commencing upon the Lease Term Commencement Date and each anniversary thereof until the expiration or termination of the Lease Term (prorated for any partial calendar year).

4.3 **Easement Purchase Price.** The purchase price for the easements granted hereunder for the Related Facilities Property the "**Easement Purchase Price**" shall equal a [REDACTED] of the Related Facilities Property.

5. **Ownership of Facilities.** Owner acknowledges and agrees that Lessee will be the exclusive owner and operator of the Facilities, and that any Facilities installed on the Property are hereby severed by agreement and intention of the parties and shall remain severed from the Property, and shall be considered with respect to the interests of the parties hereto as the property of Lessee or other party designated by Lessee, and, even though attached to or affixed to or installed upon the Property, shall not be considered to be fixtures or a part of the Property and shall not be or become subject to the lien of any mortgage or deed of trust heretofore or hereafter placed on the Property by Owner. Owner hereby waives all rights, statutory or common law, or claims that it may have in the Facilities including, without limitation, any right of distraint. Owner shall have no right, title or interest in the Facilities or any component thereof, notwithstanding that the Facilities may be physically mounted or affixed to the Property. Owner consents to the filing of a disclaimer of the Facilities as a fixture of the Property in the office where real estate records are customarily filed in the jurisdiction of the Property. Except for the Rent payments described in Section 4 above, Owner shall not be entitled to any other payments or benefits accrued by or from the Facilities, including renewable energy credits, environmental credits or tax credits.

6. **Property Taxes.**

6.1 **Lessee Tax Obligation – Rollback Assessment.** Unless Lessee is paying such taxes directly to the taxing authority as described below, for the period commencing as of the Lease Term Commencement Date and for the remainder of the Lease Term, Lessee shall pay to Owner (i) the amount of any property taxes applicable to Lessee's Facilities and (ii) the amount of any increase in the real property taxes levied against the Solar Property over and above the then applicable Base Tax Amount (as defined in Section 6.3 below) to the extent such increase is attributable to a change in property tax designation or valuation of the Solar Property resulting from the activities of Lessee and the installation and operation of Lessee's Facilities on the Solar Property including any rollback assessment to the extent resulting from Lessee's activities or Facilities (the "**Rollback Assessment**"), but expressly excluding any rollback



assessment due to Owner's failure to continue to maintain the use of the Property during the Option Term or to continue to maintain the use of any portion of the Property located outside the Lease Term Property thereafter (the amounts described in (i) and (ii) of this sentence being referred to as "**Lessee's Property Tax Amount**").

6.2 Tax Bills/Tax Payment. If the property tax statements for the Facilities and the Solar Property are being sent to Owner, Lessee agrees to pay Lessee's Property Tax Amount pertaining to the applicable tax statements to Owner within thirty (30) days after receipt of a copy of the applicable tax statements from Owner. Unless Lessee is paying such taxes directly to the taxing authorities as provided below, Owner shall pay before delinquency all real property taxes and assessments, and shall promptly send to Lessee evidence of payment of the same. If Owner fails to do so, Lessee shall have the right to pay such amounts on Owner's behalf. Any amounts so paid by Lessee may be offset against all or any of the Rent payments next payable by Lessee under this Agreement. Lessee may contest the assessed value of the Facilities and Property, 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 Facilities within thirty (30) days after Owner receives same, but in no event later than thirty (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; provided, however, that Lessee shall reimburse Owner for its reasonable out-of-pocket expenses, including reasonable attorneys' fees, incurred in connection with providing such assistance. Owner and Lessee shall work together in good faith to cause the taxing authorities to deliver the tax statements for the Solar Property and the Facilities directly to Lessee for the assessments pertaining to the Lease Term. In the event the taxing authorities provide such tax statements directly to Lessee, Lessee agrees to pay the real property taxes due pursuant to such tax statements directly to the taxing authorities, and Owner agrees to pay the Base Tax Amount to Lessee within thirty (30) days after receipt of a copy of such statements from Lessee. If Owner fails to do so, Lessee may offset the amount of the Base Tax Amount owed by Owner against all or any of the Rent payments next payable by Lessee under this Agreement. OWNER AND LESSEE EACH AGREE TO INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY LIABILITY, COST OR EXPENSES, PAID BY THE OTHER PARTY OR FOR WHICH THE OTHER PARTY IS LIABLE, TO THE EXTENT SUCH OTHER PARTY PAID SUCH TAXES OR IS LIABLE DUE TO SUCH INDEMNIFYING PARTY'S FAILURE TO PAY ANY REAL PROPERTY TAXES WHICH SUCH INDEMNIFYING PARTY IS RESPONSIBLE FOR PAYING UNDER THIS AGREEMENT.

6.3 Owner Tax Obligation. Owner shall be liable for all property taxes levied against the Property pertaining to the Option Term. Owner shall be liable for the then applicable Base Tax Amount (as defined below) with respect to the Property for the Lease Term. The "**Base Year**" shall mean the most recent full annual property tax period prior to the property tax year in which the Lease Term Commencement Date occurs. The "**Base Tax Amount**" shall mean the lesser of (i) the real property taxes levied against the Property during such property tax year, and (ii) the real property taxes levied against the Property during the Base Year increased



by [REDACTED] from and after the Base Year through such property tax year, plus, in either case, any rollback assessment and interest assessment due to Owner's failure to continue to maintain the use of the Property during the Option Term or to continue to maintain the use of any portion of the Property located outside the Lease Term Property thereafter. This Section shall be construed to limit the amount of any actual increase in the real property taxes levied against the Property for which Owner is responsible to a maximum increase of [REDACTED] relative to the Base Year taxes (i.e. no greater than a [REDACTED] calculated on a cumulative basis each year commencing as of the first annual tax year after the Base Year) and any rollback assessment and interest assessment due to Owner's failure to continue to maintain the use of the Property during the Option Term or to continue to maintain the use of any portion of the Property located outside the Lease Term Property thereafter.

**6.4 Cooperation to Minimize Rollback Tax and obtain Separate Tax Bills.** Prior to the start of the Lease Term, Owner and Lessee shall cooperate to make coordinated filings to request that the county tax assessor (i) establish separate property tax parcels with respect to the Solar Property and the remainder of the Property located outside the Solar Property if that will be helpful to limiting the scope of any roll back assessment to the Solar Property, and (ii) provide a separate tax bill with respect to Lessee's Facilities.

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

**7.1 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 Facilities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Property or 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. Any such contest or proceeding shall be controlled and directed by Lessee.

**7.2 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 Lease Term Property in connection with Lessee's use of the Lease Term Property pursuant to the Agreement; provided, however, that if Lessee wishes to contest any such lien, Lessee shall, within ninety (90) days after it receives notice of the filing of such lien, remove or bond over such lien from the Property pursuant to applicable law.

**7.3 Hazardous Materials.** Lessee shall comply in all material respects with federal, state, and/or local law, and ordinances, and regulations promulgated thereunder relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any Hazardous Materials ("Environmental Laws") in, on under, or about the Lease Term Property by Lessee. Lessee shall indemnify Owner against any claims arising from a violation of Environmental Laws that is caused by Lessee or Lessee's agents. Lessee shall promptly notify Owner after it becomes aware of any violation of Environmental Law caused by Lessee or Lessee's agents that could reasonably be expected to result in a claim



against Owner and shall promptly take all actions, at its sole expense, as are required by applicable Environmental Laws to return the affected area(s) to the condition existing prior to the introduction of any such Hazardous Materials by Lessee or its agents, including, without limitation, any investigation or monitoring of site conditions or any clean up, remediation, response, removal, encapsulation, containment or restoration work required by Environmental Laws because of such violation. This provision shall survive termination of the Agreement. For purposes of this Agreement, "**Hazardous Materials**" means any flammable explosives, asbestos, asbestos containing materials, radioactive materials, hazardous wastes, petroleum, including crude oil or any fraction thereof, polychlorinated biphenyls, corrosive, reactive, ignitable, toxic, reproductive toxic, carcinogenic or any other substances, materials, wastes, products, chemicals or compounds which are controlled or regulated by any federal, state or local law, rule or regulation, regardless of quantity or levels and whether injurious by themselves or in combination with other materials.

7.4 Lessee's Authority. Lessee has the unrestricted right and authority to execute this Agreement. Each person signing this Agreement on behalf of Lessee is authorized to do so. When signed by Lessee, this Agreement constitutes a valid and binding agreement enforceable against Lessee in accordance with its terms.

8. Owner's Representations, Warranties, and Covenants. Owner hereby represents and warrants as of the Effective Date and the Lease Term Commencement Date, and covenants as follows:

8.1 Owner's Authority. Owner is the sole owner of the Property and has the unrestricted right and authority 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. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

8.2 Conflict with Other Agreements. Neither the execution and delivery of this Agreement, nor incurring of the obligations set forth herein, nor compliance by Owner with the terms and provisions of the Agreement, will conflict with or result in a default under, any indebtedness or any contract, deed of trust, loan, agreement, lease or other agreements or instruments pertaining to Owner and/or the Property.

8.3 Litigation. There are no current, pending or contemplated actions, administrative inquiries or proceedings, suits, arbitrations, claims or proceedings commenced by any person or governmental entity affecting Owner and/or the Property or any portion thereof.

8.4 Violations of Law. Owner has not received notice from any governmental agency pertaining to the violation of any law or regulation affecting the Property or any portion thereof, and Owner has no knowledge of any facts which might be a basis for any such notice.

8.5 No Interference. 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 evaluation, investigation, construction, installation, maintenance, or operation of the Facilities and/or access over the Lease Term Property to such



Facilities and/or Lessee's rights granted hereunder to use the Solar Property for any other Solar Energy Purposes and/or to use the Related Facilities Property for the purposes described in Section 3.5. Without limiting the generality of the foregoing, Owner shall not (and shall not permit others to) disturb or interfere with the unobstructed flow of radiant energy emitted by the sun upon, over and across the Solar Property, whether by placing towers or antennas of any type, planting trees or constructing buildings or other structures or facilities, or by engaging 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. Owner shall be entitled to grant a lien or otherwise encumber Owner's fee estate in the Property or interest in this Agreement (a "**Fee Mortgage**") to a Fee Mortgagee (as hereinafter defined); provided, said grant or encumbrance entered shall be subject to this Agreement, any modifications or extensions hereof or any new lease so made pursuant to Section 10.3 (collectively, "**Modifications**"), and all rights of Lessee (and any Leasehold Mortgagee or other party claiming by and through Lessee) under this Agreement. The grant of a lien or encumbrance by Owner in favor of Fee Mortgagee shall be subordinate to and shall not be a lien prior to this Agreement, any Modifications, or any Leasehold Mortgage placed thereon. Any encumbrance by Owner shall not be deemed to give any such assignee any greater rights than Owner hereunder or the right to cancel the Agreement or any Modifications unless there is an Event of Default on the part of Lessee (which remains uncured by either Lessee or the Leasehold Mortgagee) which, under the terms of this Agreement or any Modifications, gives Owner a right to cancel this Agreement or any Modifications, and withhold from such Leasehold Mortgagee a new lease pursuant to Section 10.3. As used herein, the term "**Fee Mortgage**" collectively includes any financial institution or other person or entity that from time to time provides secured financing to Owner secured all or in part by the Property, and any agent, security agent, collateral agent, indenture trustee, loan trustee, loan participant or participating or syndicated lenders involved in whole or in part in such financing, and their respective representatives, successors and assigns. If Owner's interest in this Agreement is encumbered by a Fee Mortgage, if requested by Lessee, Owner shall obtain and deliver to Lessee a non-disturbance agreement and subordination agreement from the applicable Fee Mortgagee in a form reasonably acceptable to Lessee.

8.6 Indemnity. Owner will indemnify, defend and hold harmless Lessee and Lessee's members, employees, successors and assigns (collectively, "**Lessee's Indemnified Parties**") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, in each case to the extent resulting from or arising out of physical damage to property or physical injury to any person on the Property, and in each case to the extent caused by Owner's negligence or willful misconduct on the Property. 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 willful misconduct of Lessee or any of Lessee's Indemnified Parties.

8.7 Liens and Leases. Except with respect to any lease agreements provided to Lessee within [REDACTED] after the Effective Date pursuant to Section 2.7(d) above, Owner represents that there are no unrecorded liens, encumbrances, leases, mortgages, deeds of trust, security interests, claims, disputes or other exceptions to Owner's right, title or interest in the Property. Prior to the commencement of the Lease Term, Owner shall terminate any leases pertaining to the Lease Term Property other than this Agreement and subordinate or remove any monetary liens. During the Term, Owner shall cooperate with Lessee in Lessee's efforts to



obtain any mineral and/or petroleum accommodation agreements and exercise best efforts to obtain non-disturbance, subordination, release, reconveyance, relocation agreement and/or other title curative agreements from any person or entity with a lien, encumbrance, mortgage or other exception to Owner's fee title to the Property as requested by Lessee in order to facilitate development and financing of the Facilities. If Owner and Lessee are unable to obtain such agreements from any person or entity holding an interest in the Lease Term Property, and Owner defaults on its obligations to such holder, then Lessee shall be entitled (but not obligated) to fulfill Owner's obligations to such holder and may offset the cost of doing so against future payments due Owner under this Agreement. Owner also shall provide Lessee with any further assurances and shall execute any owner's affidavits, mechanics lien indemnities, estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes, title insurance purposes or otherwise reasonably requested by Lessee. After the Effective Date, other than with respect to a Fee Mortgage complying with Section 8.5 above, Owner shall not without the prior written consent of Lessee voluntarily create or acquiesce in the creation of any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters or other exception to title to the Property, and Owner shall not create or suffer any monetary lien or encumbrance against the Property unless the holder thereof enters into a non-disturbance or similar agreement in a form reasonably acceptable to Lessee, which protects and preserves the priority of all of Lessee's rights hereunder (and any amendment hereto) in the event of a foreclosure of such monetary lien.

8.8 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 permits and approvals, building permits, environmental impact reviews or any other approvals required for the financing, construction, installation, monitoring, replacement relocation, maintenance, operation or removal of Facilities, including execution of applications for such approvals, and including participating in any appeals or regulatory proceedings respecting the Facilities. To the extent permitted by law, Owner hereby waives enforcement of any applicable setback requirements respecting the Facilities to be placed on the Property or any such facilities to be placed upon property adjacent to the Property. The Owner cooperation contemplated is intended only for Owner to provide any required Owner signatures as the holder of fee title to the Property. However, Owner shall at its cost remove or subordinate any liens, encumbrances or mortgages required for financing the Facilities.

8.9 Conveyances, Other Agreements, and Owner's Cooperation. In connection with the exercise of the rights of Lessee hereunder, Lessee, shall also have the right, without further act or consent of Owner with respect to grants that do not extend beyond the expiration of the Term, and with Owner's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, with respect to grants that will extend beyond the expiration of the Term: (a) to grant directly or (b) cause Owner to promptly grant to any party (a "Grantee") such rights or interests in or to the Lease Term Property that are reasonably necessary or convenient for the Lessee's use of the Lease Term Property for the Facilities as permitted pursuant to Section 3.3, including, without limitation, easements and similar associated rights to construct, operate, and maintain transmission, substation, collection, distribution, interconnection or switching lines or facilities pursuant to a standard form of easement or other similar agreement, lot line adjustments, lot line mergers, right-of-way dedications, or rights of abandonment (collectively, the "**Additional Rights**"). It is agreed that it would be unreasonable



for Owner to withhold, condition, or delay its consent to any of the Additional Rights to the extent that the grant of the right or interest is necessary for the operation of the Facilities.

8.10 Hazardous Materials.

(a) Owner shall not violate any Environmental Laws in, on or under the Property. Owner shall indemnify Lessee against any such violation of Environmental Laws that: (i) exists as of the Effective Date, or (ii) is caused by Owner or Owner's contractors or agents and occurs after the Effective Date.. The Owner shall promptly notify the Lessee of any such violation. This provision shall survive termination of the Agreement.

(b) To 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 violation of any Environmental Laws. To Owner's knowledge, 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 Law. Neither Owner nor, to 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.

8.11 Full Disclosure. To Owner's knowledge, Owner has delivered or made available to Lessee true, complete and accurate copies of all reports, studies, documents, agreements, memoranda, correspondence, papers, diagrams and photographs in Owner's possession or control which are material to evaluating the Property.

8.12 Title Policy. Owner holds the entire fee simple interest in the Property. Owner shall reasonably cooperate with Lessee (including by executing a customary lien, possession, and encumbrance affidavit and indemnity) in Lessee's efforts to obtain an ALTA Extended Coverage Owner's Policy of Title Insurance, with liability in an amount reasonably satisfactory to Lessee insuring that leasehold title to the applicable Property is vested in Lessee or Lessee's designated affiliate free of encumbrances, except as permitted herein or otherwise approved by Lessee, and including such endorsements as Lessee may reasonably require. All transaction costs including title insurance costs, shall be paid in accordance with custom in the county in which the Property is located.

9. Assignment. Subject to Section 8.5, each Party shall have the right and authority to sell, convey, assign, sublease or otherwise transfer, and/or collaterally assign, mortgage or encumber to one or more persons any or all of its right, title and interest under this Agreement to one or more persons (each, an "Assignee"). The assigning Party shall notify the other Party in writing of any such assignment and the name and address of any Assignee.

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10. **Mortgagee Protection.** In the event that any mortgage, deed of trust or other security interest in this Agreement or in any Facilities is entered into by Lessee or any Assignee (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 10. 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.

10.1 **Leasehold Mortgagee’s Right to Possession, Right to Acquire and Right to Assign.** A Leasehold Mortgagee shall have the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the leasehold estate by any lawful means; (c) to take possession of and operate the 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) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold estate to a third party. Owner’s consent shall not be required for the acquisition of the encumbered leasehold estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

[REDACTED]

[REDACTED]

[REDACTED]



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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10.3 New Lease to Mortgagee. If this Agreement terminates because of Lessee's default or if the leasehold estate is foreclosed, or if the Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, the Owner shall, upon written request from any Leasehold Mortgagee within ninety (90) days after such event, enter into a new lease (the "**New Lease**") for the Property, 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 if this Agreement had not been terminated.

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



charges payable by Lessee under the terms of the Agreement up to the date of execution of the New Lease, as if the Agreement had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Lessee under the terms of the 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 up to the date of commencement of the New Lease, except those obligations which constitute non-monetary defaults not susceptible to cure, as described in (ii) above. 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 New Lessee designated by such Leasehold Mortgagee, without the Leasehold Mortgagee assuming the burdens and obligations of Lessee thereunder.

(d) If more than one Leasehold Mortgagee makes a written request for a New Lease pursuant hereto, the New Lease shall be delivered to the Leasehold Mortgagee requesting such New Lease whose Mortgage is prior in lien.

(e) The provisions of this Article 10 shall survive the termination, rejection or disaffirmance of the Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 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 the 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.

10.4 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 an unpaid Leasehold Mortgage, this Agreement shall not be modified or amended 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 the Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by such Leasehold Mortgagee.

10.5 Estoppel Certificates, Etc. Owner shall within ten (10) business days after written request therefor, execute and deliver such 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) and/or consents to assignment (whether or not such consent is actually required) and/or non-disturbance agreements as Lessee, any Assignee or Leasehold Mortgagee may reasonably request from time to time.

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

12. Miscellaneous.

12.1 Force Majeure. If performance of the Agreement or of any obligation hereunder and/or Lessee's ability to operate the Facilities and to transmit and sell power, ancillary services and/or related energy products therefrom to a third party purchaser is prevented, interfered or 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, and/or with respect to an event preventing, interfering or hindering Lessee's ability to operate the Facilities and/or to transmit and sell power, the Rent payment obligation shall be abated, to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid, remove or repair such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, flood, or other casualty or accident; epidemic, strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition



beyond the reasonable control and without the fault or negligence of the Party claiming Force Majeure.

12.2 Condemnation. Should title or possession of all of the Lease Term Property be taken in condemnation proceedings by a government agency or governmental body under the exercise of the right of eminent domain, or should a partial taking render the remaining portion of the Lease Term Property unsuitable for Lessee's use, then, at Lessee's written election, this Agreement shall terminate upon the vesting of title or taking of possession. All payments made on account of any taking by eminent domain shall be apportioned between the valuation given to Lessee's interest under this Agreement and the Facilities (collectively "**Lessee's Interest**") and the valuation given to Owner's interest in this Agreement and its reversionary interest in the Lease Term Property, valued as unimproved and unentitled land (collectively, "**Owner's Interest**"), and Lessee shall not be required to pursue a separate award from the condemning authority, nor shall Lessee's right to condemnation proceeds under this Section 12.2 be affected by the refusal of the condemning authority to make a separate award in favor of Lessee. The portion relating to Lessee's Interest shall be paid to Lessee, and the portion relating to the Owner's Interest shall be paid to Owner; provided that, to the extent not already included as part of Lessee's Interest, Lessee shall also be entitled to any award made for the reasonable removal and relocation costs of any Facilities that Lessee has the right to remove, and for the loss and damage to any such Facilities that Lessee elects or is required not to remove, and for any loss of income from the Facilities, and for the loss of use of the Lease Term Property by Lessee to the extent of Lessee's interest as lessee, the loss in value of the Lessee's interest under the Agreement, and loss of any goodwill. The balance of any award, including severance damage, if any, shall be payable to Owner. It is agreed that Lessee shall have the right to participate in any condemnation proceedings and settlement discussions and negotiations thereof and that Owner shall not enter into any binding settlement agreement without the prior written consent of Lessee, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee's share of the award shall be paid to the Leasehold Mortgagee, if any, if and to the extent required by the Leasehold Mortgage. Lessee's Rent obligations hereunder shall be reduced in proportion to the extent any condemnation of a portion of the Property adversely impacts Lessee's generation of revenue from the Facilities as reasonably agreed by Owner and Lessee. If Owner and Lessee cannot reasonably agree within six (6) weeks of such taking, such adverse impact shall be determined by an independent engineer reasonably acceptable to both Owner and Lessee, and if Owner and Lessee do not agree upon an independent engineer within four (4) additional weeks, then one shall be appointed as promptly as reasonably possible by a court having jurisdiction as provided in Section 12.7 below.

12.3 Confidentiality. To the full extent allowed by law, 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 Facilities, and the like, whether disclosed by Lessee or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents, or (ii) 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. To the full extent permitted by law, Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of

Lessee. Notwithstanding the foregoing, Owner may provide information as required or appropriate to attorneys, accountants, lenders, or third parties who may be assisting Owner or with whom Owner may be negotiating in connection with the Property, Owner's financial or other planning, or as may be necessary to enforce this Agreement.

12.4 Successors and Assigns/Runs With the Property. The Agreement shall inure to the benefit of and be binding upon Owner and Lessee and their respective heirs, transferees, successors and assigns with respect to the Property and the Agreement, and all persons claiming under them. The Property shall be held, conveyed, assigned, hypothecated, encumbered, used and occupied subject to the covenants, terms and provisions set forth in this Agreement, which covenants, terms and provisions shall run with the Property, and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, executors, administrators, 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 the Agreement and actually are exercising rights under this Agreement to the extent consistent with such interest.

12.5 Notices. Unless otherwise specifically provided herein, any approval, disapproval, demand, notice or other like communication reasonably intended to provide notice ("**Notice**") required or permitted to be given hereunder shall be in writing to the applicable party's address specified below (as the same may be modified as provided below) and may be served (a) personally, or (b) by commercial delivery or private courier service, or (c) by Federal Express or other national overnight delivery service, or (d) by registered or certified mail (return receipt requested, postage prepaid), or (e) by email transmission, to the respective email addresses set forth below so long as any email notice contains the following in the subject line in all caps: "OFFICIAL NOTICE UNDER PERKINS AGREEMENT"), which Notice shall be effective (i) upon personal delivery, (ii) upon the date of actual delivery if delivered by Federal Express or another nationally recognized or other commercial or private delivery service provided delivery is made during regular business hours or if receipt is acknowledged by a person reasonably believed by the delivering party to be the recipient, or a family member, member, principal or employee of the recipient, (iii) when received as indicated by the date on the return invoice or receipt showing delivery if delivered by the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iv) when sent by email with written confirmation of receipt by the other party (which shall expressly exclude any automatic "out of office" response from the recipient). Notice of change of any address, telephone or email address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or, the inability to deliver because of changed address of which no Notice was given shall be deemed to constitute receipt of the Notice.



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If to Owner:

Tim J. Perkins and Melissa F. Perkins  
265 Calvin Perkins Rd.  
Summer Shade, Ky 42166  
Email:

If to Lessee:

Naturgy Candela Devco LLC  
c/o Naturgy Renovables SLU  
Avenida SAN LUIS 77 Edificio G pl. PB  
28033 Madrid  
Spain  
Attn: Marta Barrionuevo Huélamo  
Email: [mbarrionuevo@naturgy.com](mailto:mbarrionuevo@naturgy.com)

with a copy to :

Naturgy Candela Devco LLC  
c/o Naturgy Renovables, SLU  
Avenida SAN LUIS 77 Edificio I pl. 04  
28033 Madrid  
Spain  
Attn: Rafael López Alarcón  
Email: [rlopeza@naturgy.com](mailto:rlopeza@naturgy.com)

Naturgy Candela Devco LLC  
c/o Candela Renewables, LLC  
500 Sansome Street, Suite 500  
San Francisco, CA 94111  
Attn: Brian Kunz, CEO  
Email: [Brian.Kunz@Candelarenewables.com](mailto:Brian.Kunz@Candelarenewables.com)

12.6 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Owner and Lessee respecting the leasehold rights and obligations of the parties pertaining to the Property. 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. Provided that no material default in the performance of Lessee's obligations under this Agreement shall have occurred and remain uncured, Owner shall cooperate with Lessee in amending this Agreement from time to time to include any provision that may be reasonably requested by Lessee for the purpose facilitating a financing related to its Facilities.

12.7 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky, without regard to its choice of law rules. 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. The prevailing party in any action or proceeding for the enforcement, protection or establishment of any right or remedy under this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party. Each Party shall pay for its own legal costs incurred in preparing and negotiating this Agreement.



12.8 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 be longer than the longest period permitted by applicable law.

12.9 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 energy established by any local, state or federal government, then, at Lessee's option, Owner and Lessee shall exercise good faith and negotiate an amendment to this Agreement or replace it with a different instrument so as to convert Lessee's interest in the Property to a substantially similar interest that makes Lessee eligible for such credit, benefit or incentive.

12.10 No Broker. Owner and Lessee each represent and warrant to the other that no broker or finder is entitled to any commission or finder's fee resulting from any action on its part in connection with this Agreement. Each party agrees to indemnify, defend and hold the other harmless against any claim, loss, damage, cost or liability for any broker's commission or finder's fee asserted as a result of its own act or omission in connection with the execution of this Agreement.

12.11 Waiver of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT, WHETHER BASED IN CONTRACT, INDEMNITY, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY HERETO, OR ITS AFFILIATES OR ITS AND THEIR RESPECTIVE DIRECTORS, MANAGERS, OFFICERS, SHAREHOLDERS, PARTNERS, MEMBERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES, BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF, RELATE TO, OR ARE OTHERWISE ATTRIBUTABLE TO THIS LEASE OR THE PERFORMANCE OR NON-PERFORMANCE OF DUTIES HEREUNDER.

12.12 Counterparts. This Agreement may be executed in one or more counterparts (each of which shall be deemed an original, but all of which together shall constitute one and the same instrument) and shall be effective as of the Effective Date upon execution and delivery by the parties hereto, and such execution and delivery may be effectuated by facsimile transmission, transmission of an executed PDF copy via email, a third party electronic signature verification program or process, by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means. Signatures of the Parties transmitted by any of the foregoing methods shall be deemed to be their original signatures for all purposes and signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

**SIGNATURES TO FOLLOW ON NEXT PAGE**

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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”

“Lessee”

  
Tim J. Perkins

Date: 3-15-22

  
Melissa F. Perkins

Date: 3-15-22

**Naturgy Candela Devco LLC**, a Delaware  
limited liability company

DocuSigned by:  
  
By: 92FB6CD35B34408...

Name: Brian Kunz

Its: Authorized Representative

Date: 4/19/2022

DocuSigned by:  
  
By: 2AB787AC16A741B...

Name: Nikolas Novograd

Its: Authorized Representative

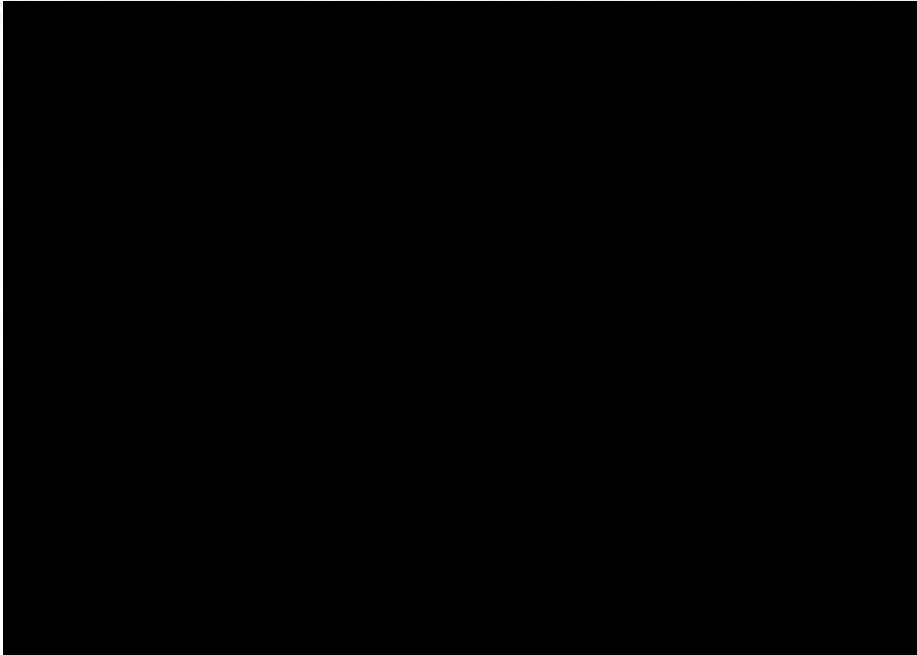
Date: 4/20/2022

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## **EXHIBIT A**

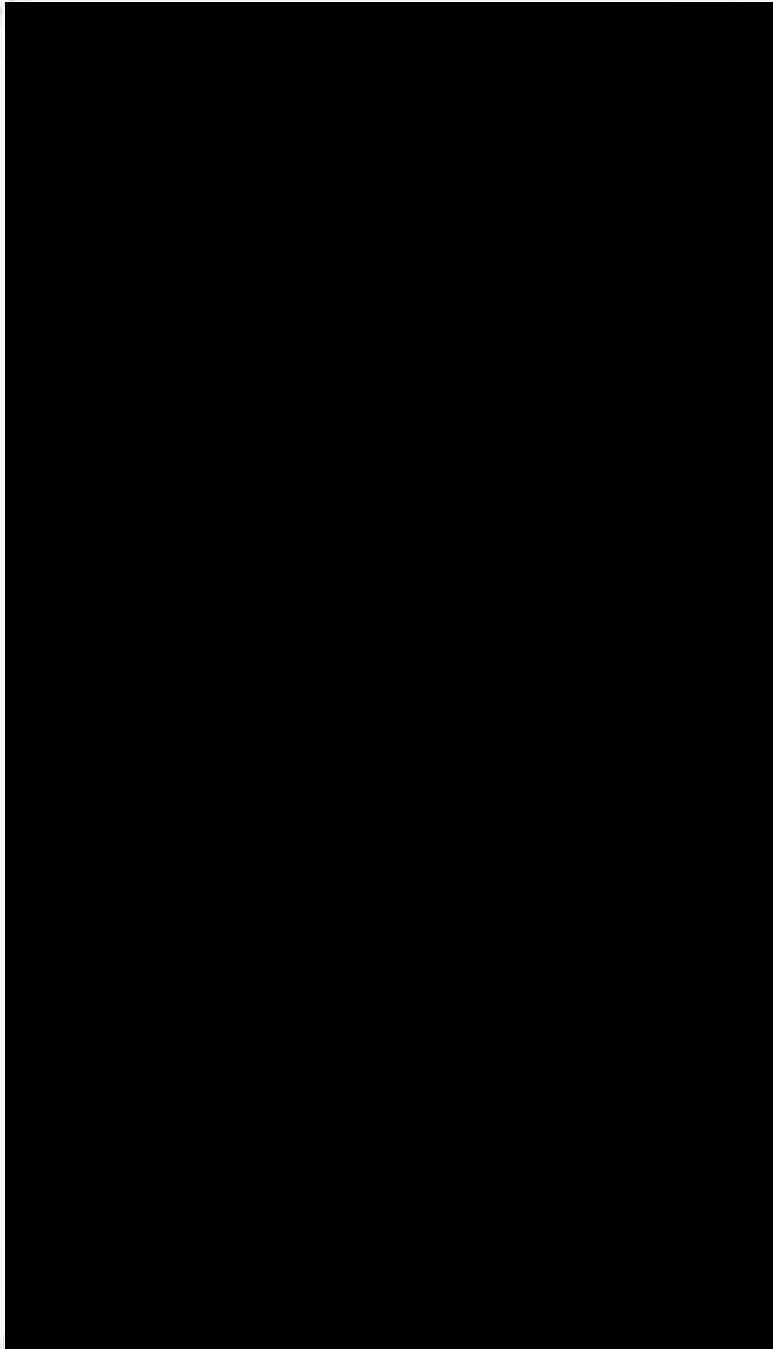
### **The Property**

That certain real property located in Metcalfe County, State of Kentucky referred to as Parcel ID:  
[REDACTED] consisting of approximately [REDACTED] described as follows:





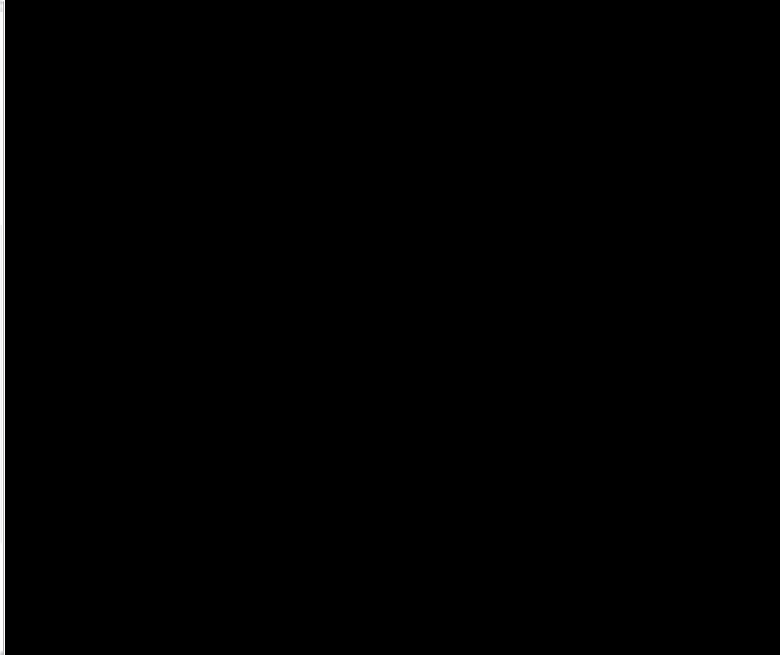
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**EXHIBIT A-1**

**The Planned Solar Property**



Portion of Parcel ID: [REDACTED], consisting of approximately [REDACTED]

## EXHIBIT B

### Form of Memorandum of Agreement

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Naturgy Candela Devco LLC  
c/o Candela Renewables  
500 Sansome Street, Suite 500,  
San Francisco, CA 94111  
Attention: Real Estate Manager

SPACE ABOVE THIS LINE RESERVED FOR RECORD'S USE

### MEMORANDUM OF OPTION AND LEASE AGREEMENT

This Memorandum of Option and Lease Agreement (this "**Memorandum**"), dated effective as of \_\_\_\_\_ (the "**Effective Date**") is entered into by and between Tim J. Perkins and Melissa F. Perkins, husband and wife (collectively, "**Owner**") and Naturgy Candela Devco LLC, a Delaware limited liability company ("**Optionee**" and "**Lessee**"). Owner and Optionee/Lessee shall sometimes be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

### RECITALS

- A. Owner holds a fee simple interest in that certain real property consisting of approximately [REDACTED] located in the County of Metcalfe, State of Kentucky legally described on **Exhibit A** attached hereto and incorporated herein by reference, together with any rights, hereditaments and benefits appurtenant thereto and improvements thereon, including, any easements and rights-of-way benefiting such real property, any water rights and all surface rights (including subsurface rights down to 250 feet) pertaining to minerals, caliche, gravel and/ or hydrocarbons relating thereto, as well as the right to access and utilize all radiant energy emitted from the sun upon, over and across said real property (collectively, the "**Property**").
- B. Owner and Optionee are parties to that certain Option and Ground Lease Agreement, dated effective as of the Effective Date (the "**Agreement**") pursuant to which Owner granted Optionee an exclusive option to lease, on an exclusive basis, the approximately [REDACTED] portion of the Property located approximately as shown outlined in yellow on Exhibit A-1 (the "**Planned Solar Property**"), and obtain certain related easement rights on the Property upon the terms and conditions described in greater detail in the Agreement. Capitalized terms used herein without definition shall have the definitions set forth in the Agreement.
- C. Pursuant to the Agreement, Owner also agreed to lease the Solar Property and grant the related easements on the Property to Optionee commencing upon the Lease Term



Commencement Date set forth in the Lease Term Commencement Notice delivered by Optionee.

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, the Parties hereby agree as follows:

1. Option Grant. On the terms and conditions set forth in the Agreement, Owner has granted and hereby grants to Optionee the exclusive option to lease, on an exclusive basis, the Solar Property and obtain the grant of the related easements on the Property upon the terms set forth in the Agreement.
2. Option Term. The option term (the "**Option Term**") of the Agreement commenced on the Effective Date and shall end on the earlier of (i) the date that Optionee selects for the commencement of the Lease Term (as defined below) of the Agreement as set forth in a written notice delivered to Owner (the "**Lease Term Commencement Notice**"), (ii) the date Optionee notifies Owner that Optionee elects to terminate the Agreement ("**Termination Notice**"), and (iii) the day preceding the fifth (5th) anniversary of the Effective Date (the "**Option Term Expiration Date**"). During the Option Term, Optionee and its representatives, agents, and contractors shall have a nonexclusive license to enter upon the Property in connection with Optionee's evaluating the Property and determining the feasibility of solar energy conversion and power generation on the Property, including, without limitation, the right to conduct the studies and inspections referred to in Section 2.7 of the Agreement.
3. Lease Term Property and Agreement Addendum. During the Option Term, Optionee will work to determine whether the Planned Solar Property may be suitable for development and construction of Solar Facilities and determine the final boundaries of the Planned Solar Property (the "**Solar Property**") and the location for any easements related to Optionee's use of the Solar Property for Energy Purposes (the "**Related Facilities Property**"), and together with the Solar Property, the "**Lease Term Property**"), and any improvements and facilities required for Solar Energy Purposes installed thereon by Optionee, are referred to herein as the "**Related Facilities**". The Related Facilities together with the Solar Facilities, are referred to collectively as the "**Facilities**". After the location of the Lease Term Property has been finalized, Optionee shall prepare legal descriptions of the Solar Property and each component of the Related Facilities Property and within ten (10) days after Optionee delivers the Lease Term Commencement Notice, the Parties shall record an amendment to the Agreement and this Memorandum (the "**Agreement Addendum**") incorporating the final legal description of the Solar Property and the legal descriptions and the provisions describing the easement rights (as described in Section 3.5 of the Agreement) granted to Optionee with respect to the Related Facilities Property and setting forth the Lease Term Commencement Date.
4. Lease Term. The Agreement provides that, unless Lessee delivers a Termination Notice prior to such date, the Lease Term of the Agreement shall commence upon the earlier of (i) the date set forth in the applicable Lease Term Commencement Notice and (ii) the Option Term Expiration Date (the "**Lease Term Commencement Date**"), and shall



continue thereafter for an initial term until the day preceding the twenty-fifth (25th) anniversary of the Lease Term Commencement Date, and may be extended for up to four (4) additional extension terms of five (5) years each pursuant to Section 3.2 of the Agreement) (collectively, the “**Lease Term**”). During the Lease Term, Lessee shall have (i) the exclusive right to use and possess the Solar Property and for the purposes described in Section 3.3 of the Agreement, as well as Solar Energy Purposes and the other purposes permitted pursuant to the Agreement and to derive all profits, rents, royalties, credits and profits therefrom, subject to the terms of the Agreement, and (ii) the right to use the Related Facilities Property for the purposes set forth in Section 3.5 of the Agreement.

5. Ownership of Facilities. Owner acknowledges and agrees that Lessee is the exclusive owner and operator of the Facilities, that all equipment comprising the Facilities shall remain the personal property of the Lessee and shall not become fixtures, notwithstanding the manner in which the Facilities are or may be affixed to any real property of Owner. Owner shall have no right, title or interest in the Facilities or any component thereof, notwithstanding that the Facilities may be physically mounted or affixed to the Property.
6. No Interference. 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 construction, installation, maintenance, or operation of the Facilities and/or access over the Lease Term Property to such Facilities and/or Lessee’s rights granted under and pursuant to the Agreement to use the Solar Property for Solar Energy Purposes and/or to use the Related Facilities Property for the purposes described in Section 3.5 of the Agreement. Without limiting the generality of the foregoing, Owner shall not (and shall not permit others to) disturb or interfere with the unobstructed flow of radiant energy emitted by the sun upon, over and across the Solar Property, whether by placing towers or antennas of any type, planting trees or constructing buildings or other structures or facilities, or by engaging 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.
7. Mortgagee Protection. In the event that any mortgage, deed of trust or other security interest in the Agreement or in any Facilities is entered into by Lessee or any Assignee (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 Section 10 of the Agreement.
8. Successors and Assigns/Runs With the Property. The terms of this Memorandum and the Agreement shall inure to the benefit of and be binding upon Owner and Lessee and their respective heirs, transferees, successors and assigns with respect to the Property and the Agreement, and all persons claiming under them. The Property shall be held, conveyed, assigned, hypothecated, encumbered, used and occupied subject to the covenants, terms and provisions set forth in this Memorandum and the Agreement, which covenants, terms and provisions shall run with the Property, and each portion thereof and interest therein,

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and shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.

9. Effect of Memorandum. Owner and Lessee have executed and recorded this Memorandum to give notice of the Agreement and their respective rights and obligations with respect to the Property. In the event of any inconsistency between the Agreement and this Memorandum, the Agreement shall control.
10. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

[Signature appears on following page.]

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IN WITNESS WHEREOF, each Party has executed this Memorandum as of the date set forth below such Party's signature.

Owner:

\_\_\_\_\_  
**Tim J. Perkins**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Melissa F. Perkins**

Date: \_\_\_\_\_

Optionee/Lessee:

**Naturgy Candela Devco LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Name: Brian Kunz

Its: Authorized Representative

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Nikolas Novograd

Its: Authorized Representative

Date: \_\_\_\_\_

[Note to draft: The signatures should be acknowledged using the form of acknowledgement prescribed by the laws of the state where the acknowledgement is taken.]



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## KENTUCKY NOTARY ACKNOWLEDGEMENT (INDIVIDUAL)

State of Kentucky  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of  
\_\_\_\_ [month], \_\_\_\_ [year], by \_\_\_\_\_ [name of  
person acknowledged].

\_\_\_\_\_  
[Signature of person taking acknowledgement]

\_\_\_\_\_  
[Title or rank]

\_\_\_\_\_  
[Serial number, if any]

## KENTUCKY NOTARY ACKNOWLEDGEMENT (INDIVIDUAL)

State of Kentucky  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of  
\_\_\_\_ [month], \_\_\_\_ [year], by \_\_\_\_\_ [name of  
person acknowledged].

\_\_\_\_\_  
[Signature of person taking acknowledgement]

\_\_\_\_\_  
[Title or rank]

\_\_\_\_\_  
[Serial number, if any]

CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGEMENT

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 \_\_\_\_\_

On \_\_\_\_\_, 2022 before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
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.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

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CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGEMENT

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 \_\_\_\_\_

On \_\_\_\_\_, 2022 before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
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.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

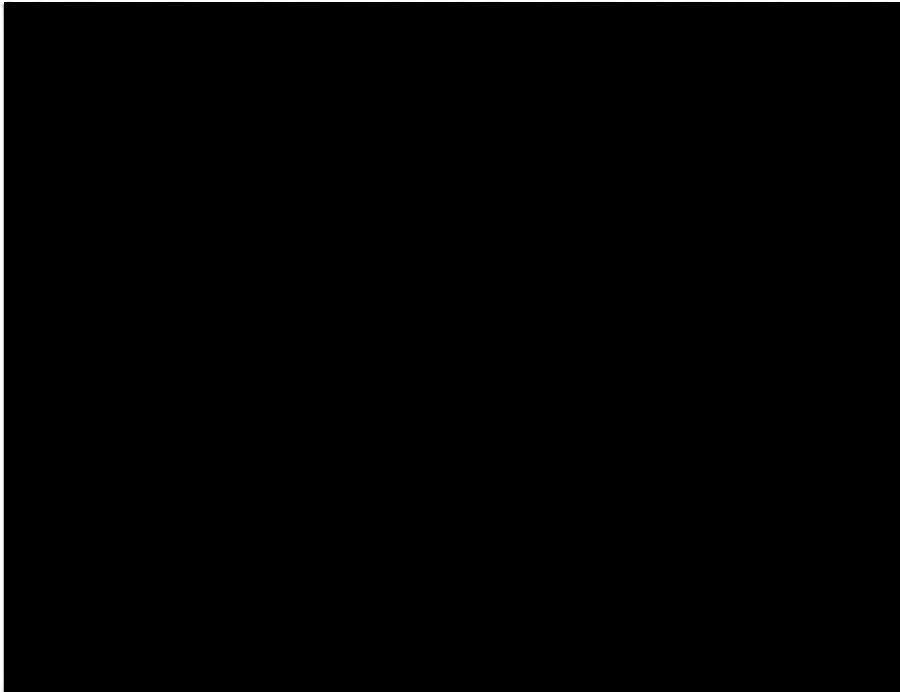


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EXHIBIT A TO MEMORANDUM OF LEASE

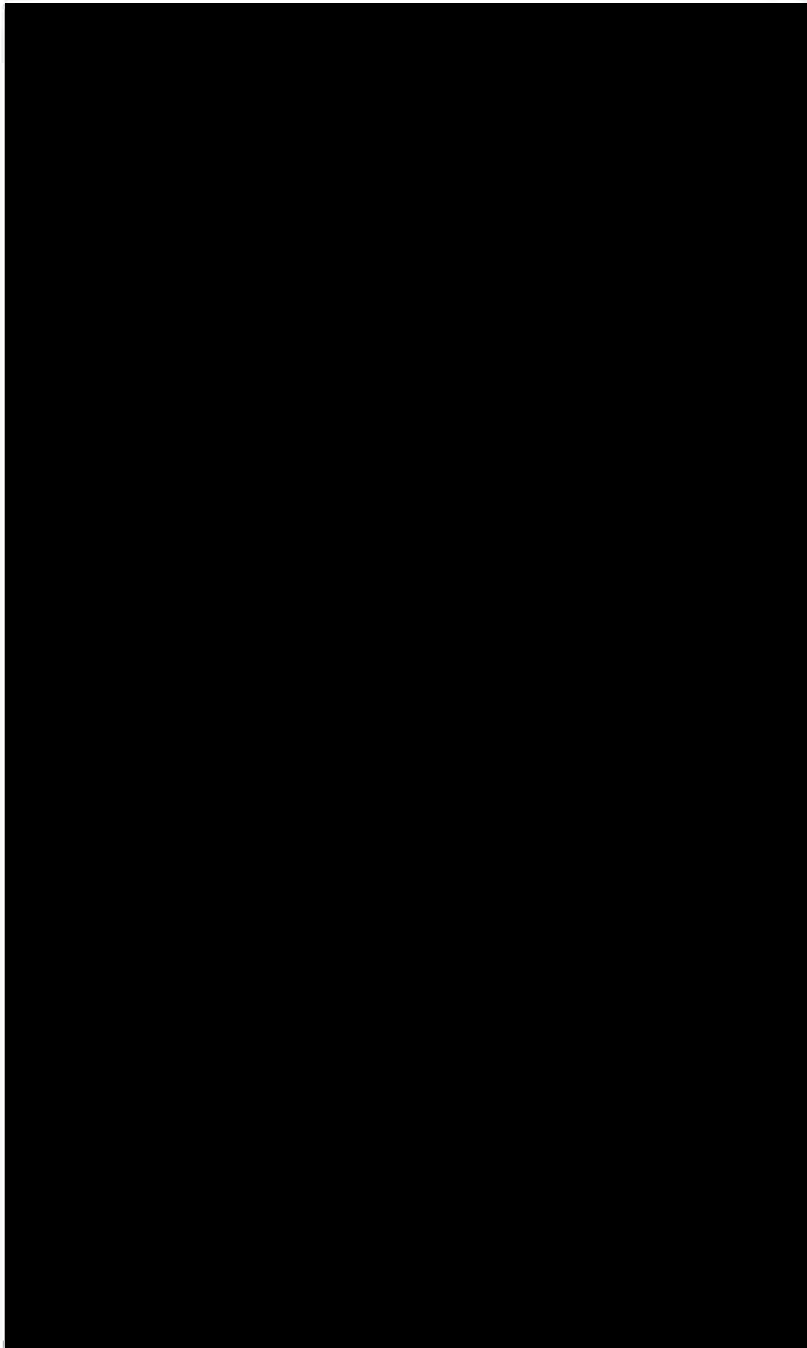
LEGAL DESCRIPTION

That certain real property located in Metcalfe County, State of Kentucky referred to as Parcel ID:  
[REDACTED] consisting of approximately [REDACTED] described as followsThe real  
property located in Metcalfe County, State of Kentucky described as follows:



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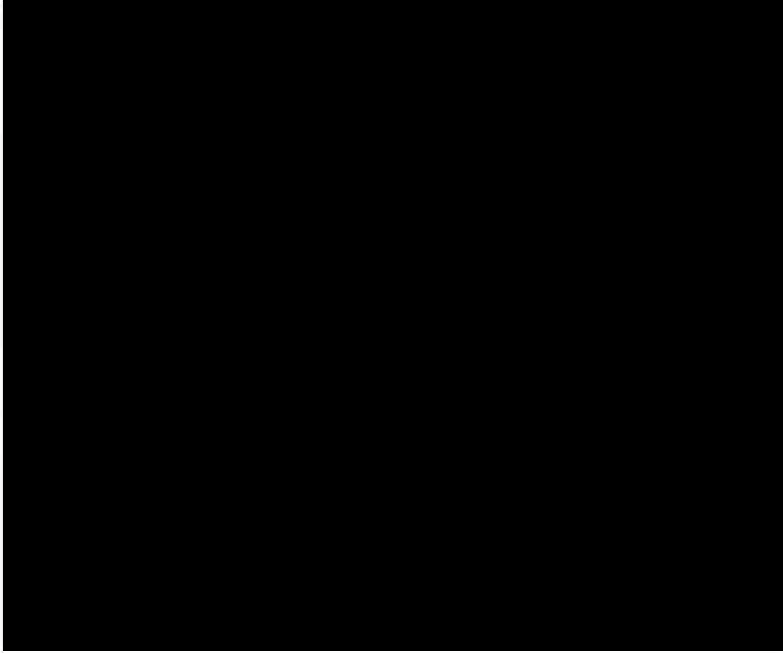


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## EXHIBIT A-1

The Planned Solar Property



Parcel ID [REDACTED], consisting of approximately [REDACTED]