

OPTION AND SOLAR ENERGY LEASE

THIS OPTION AND SOLAR ENERGY LEASE (this "**Lease**") is made, dated and effective as of the date of execution hereby by the final party to sign the Lease (the "**Effective Date**"), by and between Steven B. Downs and Peggy S. Downs, husband and wife ("**Lessor**"), and Crab Run Solar Project, LLC, a Delaware limited liability company ("**Lessee**"); and Lessor and Lessee (together, the "**Parties**" and each a "**Party**") hereby contract and agree as follows:

1. **Lease.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Lessor, Lessor hereby leases to Lessee and its successors and assigns, and Lessee hereby leases from Lessor, that certain real property, including all air space thereof, described on Exhibit "A" attached hereto and incorporated herein, as generally depicted on the map attached hereto as Exhibit "A-1" (the "**Property**"); for solar energy and related purposes as provided in more detail below. The Parties agree that the Property consists of approximately Four Hundred Twelve (412) acres of land.

2. **Purpose of Lease.** Lessee shall have a right of access during the Development Term (as defined in Section 4 below) for performing certain due diligence, as set forth below, and possession of the Property during the Extended Term (as defined in Section 4 below) for the exclusive right for solar energy conversion and energy storage, for the collection and transmission of electric power, and for related and incidental purposes and activities (collectively, "**Solar Operations**"), to be conducted in such locations on the Property as Lessee may determine, and whether accomplished by Lessee or a third party authorized by Lessee, including, without limitation:

2.1 During the Development Term, determining the feasibility of solar energy conversion and energy storage on the Property or on neighboring lands, including conducting studies of solar radiation, soils, and other meteorological and geotechnical data, and installing temporary meteorological masts and solar energy measurement equipment; provided that:

2.1.1 Reasonable advance notice shall be given to Lessor of Lessee's intention to enter the Property for soil borings or other purposes during the Development Term. Any trenches, borings or other land disturbances incurred during the testing period shall be fully restored and regraded as soon as is reasonably practicable under the circumstances and after such disturbances occur.

2.2 During the Extended Term, developing, constructing, reconstructing, erecting, enlarging, installing, improving, replacing, relocating and removing from time to time, and maintaining, using, monitoring and operating, existing, additional or new (i) individual units or arrays of solar energy collection cells/panels and related facilities necessary to harness sunlight for photovoltaic energy generation, storage, and collection, including without limitation, existing and/or future technologies used or useful in connection with the generation of electricity from sunlight and storing the same, and associated support structure, braces, wiring, plumbing, and related equipment, and necessary storage buildings ("**Solar Energy Facilities**"), (ii) facilities for the storage, collection, distribution, step-up, step-down, wheeling, transmission and sale of electricity and for communications in connection with the Solar Energy Facilities, including, without limitation, the following, at such locations as Lessee shall determine that are developed, constructed and/or operated on the Property and/or on property to be acquired by leasehold or by fee purchase, by or on behalf of Lessee: underground and/or overhead distribution, collection and transmission lines; underground and/or overhead control, communications and radio relay systems and telecommunications equipment; energy storage facilities; interconnection and/or switching facilities, circuit breakers, transformers; cables, wires, fiber, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, and any related or associated improvements, fixtures, facilities, appliances, machinery and equipment (collectively, the "**Transmission Facilities**"), (iii) meteorological masts and solar energy measurement equipment, (iv) control buildings, control boxes and computer monitoring hardware, (v) utility lines and installations, (vi) safety protection facilities, (vii) laydown areas and maintenance yards, (viii) roads, bridges, culverts, and erosion control facilities, (ix) signs, fences, and gates, (x) maintenance, operations and administration buildings, and (xi) other improvements, fixtures, facilities, machinery and equipment associated or connected with the generation, conversion, storage, switching, metering, step-up, step-down, transmission, distribution, conducting, wheeling, sale or other use or conveyance of electricity (all of the foregoing, including the Solar Energy Facilities and Transmission Facilities, collectively a "**Solar Energy System**");

2.3 During the Extended Term, using any existing hydrant or water well or drilling, digging and excavating one or more wells on the Property, all at Lessee's sole cost and expense, for use during construction activities and routine maintenance operations, including, but not limited to, washing solar panels and spraying down dusty roads in connection with construction, servicing, operating and maintaining the Solar Energy System that is located on the Property, including the right to tap into (at Lessee's sole cost and expense under a separate meter) any municipal, township, county, or other public water service; provided that:

2.3.1 Notwithstanding any provision of this Lease to the contrary, Lessor shall have the right to develop, produce and use groundwater from the Property for any purpose, including drilling, producing or transporting groundwater from water wells, for use on or near the Property so long as such development, drilling and related activities and uses do not interfere with the development and operation of the Solar Energy System; and

2.3.2 Lessee covenants and agrees to obtain any necessary permits required in connection with its use of such hydrants or wells.

2.4 During the Extended Term, removing, trimming, pruning, topping, clearing or otherwise controlling the growth of any tree, shrub, plant or other vegetation; dismantling, demolishing, and removing any improvement, Structure (as hereafter defined), embankment, impediment, berm, wall, fence, engineering works, or other object, on or that intrudes (or upon maturity could intrude) into the Property that could obstruct, interfere with or impair the Solar Energy System or the use of the Property intended by Lessee hereunder, provided, however, that the overall drainage of the Property remain materially unaffected if any portion of the Property is utilized for agricultural purposes, and provided further that, Lessee's removal of any such improvements or Structures having salvage value (as reasonably determined by Lessee) shall be coordinated with Lessor, and if so elected by Lessor in writing within ten (10) days after written notice from Lessee that any such improvement or Structure must be removed, Lessor shall have a thirty (30) day period to remove any such improvement or Structure at Lessor's expense. In the event Lessor fails to respond in writing to Lessee within such ten (10) day period, or Lessor elects not to remove or fails to remove any such improvements or Structures within such thirty (30) day period, Lessee may remove and dispose of such improvements or Structures at Lessee's expense, and Lessee shall have no liability to Lessor relating to the removal and disposal thereof;

2.5 A non-exclusive easement for vehicular and pedestrian access, ingress and egress to, from and over the Property, at such locations as Lessee shall determine, for purposes related to or associated with the Solar Energy System installed or to be installed on the Property or adjacent property, which, without limiting the generality of the foregoing, shall entitle Lessee to use, improve and widen any existing and future roads and access routes or construct such roads as Lessee may determine necessary from time to time located on or providing access to the Property, across any other adjacent property owned by Lessor and across any access routes over which Lessor has the right to travel;

2.6 Undertaking any other lawful activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee determines are necessary, helpful, appropriate, convenient or cost-effective in connection with, incidental to or to accomplish any of the foregoing purposes, including conducting surveys and soils, environmental, biological, cultural and other tests and studies.

2.7 Notwithstanding anything contained herein to the contrary, Lessee shall have no right to install or operate any Solar Energy Facilities within the area generally depicted on Exhibit A-1" attached hereto as the "**No Facilities Area**"), without the prior written consent of Lessor.

Notwithstanding the foregoing in this Section 2, during the Development Term (defined in Section 4 below), Lessee's rights with respect to the Property are limited to those rights necessary for Lessee to conduct feasibility and other due diligence analysis and studies with respect to the Property, including access to the Property for purposes thereof, and Lessee shall not be permitted to commence construction of any Solar

Energy System on any portion of the Property (other than meteorological and solar and radiation measurement, monitoring and recording equipment and facilities) unless and until Lessee has exercised the Lease Extension Option (defined in Section 4 below) with respect to such portion of the Property. Lessee's exercise of the Lease Extension Option shall memorialize the end of the Development Term and the execution of the option to enter into the Extended Term (as defined in Section 4 below), upon which Lessee shall be conferred the right, but not the obligation, for Lessee to construct and operate the Solar Energy System.

3. Reservations By Lessor. Subject to Section 7.6, and so long as and to the extent the same do not impair, affect, interfere, or conflict with any of the rights granted to Lessee in this Lease, Lessor reserves the right (i) during the Development Term (defined below) to use the Property and conduct activities on the Property for any purpose (including farming, ranching, grazing, conservation, and hunting) other than oil, gas and other mineral exploration, development and operations, and to lease the Property and grant temporary licenses and easements and other rights on, over, under and across the Property to other persons, entities and governmental authorities (each, a "**Person**") for such reserved purposes (and any income derived by Lessor therefrom shall belong entirely to Lessor) and (ii) during the Extended Term, to use any adjacent property owned by Lessor (but not the Property) for any such purposes, and including oil, gas, and other mineral rights exploration, development, and operations; provided, however, notwithstanding the reservations in (i) and (ii) above, such uses, activities, leases, easements and rights shall not include (x) solar energy development or the installation or use of any facilities related to solar energy development or generation, the right to which is exclusively granted to Lessee herein or, (y) the placement after the Effective Date of any trees, shrubs, embankments, impediments, berms, walls, fences, engineering works, Structures or improvements on the Property without prior written consent from Lessee. Any such leases, easements and other grants of rights known to Lessor as of the Effective Date are set forth on Exhibit "B" hereto, and such leases, easements and other grants of rights entered into after the Effective Date shall expressly provide that they are subject and subordinate in all respects to this Lease and to the rights of Lessee hereunder.

4. Term. This Lease shall initially be for a term (the "**Development Term**") commencing on the Effective Date and ending on the sooner to occur of (a) five (5) years after the Effective Date or (b) the date on which the Extended Term commences with respect to all or a particularly specified portion of the Property. Lessee shall have the right and option (the "**Lease Extension Option**") to extend the term of this Lease with respect to all or a particularly specified portion of the Property for a single thirty (30) year period (the "**Extended Term**") by giving Lessor written notice of such extension at any time prior to the expiration of the five (5) year Development Term period described above, along with a survey and legal description of that portion of the Property with respect to which the Extended Term is being exercised (the "**Extended Term Property**"), whereupon the Extended Term shall commence (and the Development Term shall end) with respect to the Extended Term Property on the date specified in such notice, which date shall in any event not be later than the expiration of such five (5) year period (the "**Extended Term Commencement Date**"). For purposes of this Lease, if the Extended Term Commencement Date does not fall on January 1st, the first year of the Extended Term shall be the remainder of the calendar year in which Lessee exercises the Lease Extension Option (with Rent and all other annual payments being prorated during such partial year to include prorated credit for Development Term Rent

for the remainder of such partial year) and the first full calendar year thereafter (with Rent and all other annual payments being made for such first full calendar year of the Extended Term and every year thereafter as provided in Section 5.2 below). If Lessee so requests, the Parties shall promptly execute and record a supplemental memorandum of this Lease setting forth the expiration date of the Extended Term, and to the extent Lessee has exercised the Lease Extension Option with respect to less than all of the Property, then, upon the expiration of the Development Term, Lessee shall release from this Lease any such portions of the Property not constituting the Extended Term Property. Lessee shall have the right to renew the Lease (as to the Extended Term Property) for two additional five (5) year periods (the "**Renewal Term**") on the same terms and conditions as this Lease.

5. Payments. Lessee shall pay or tender the following amounts to Lessor (collectively, the "**Rent**"):

5.1 Development Term Rent. Commencing on the Effective Date, and thereafter within fifteen (15) days after each anniversary of the Effective Date during the Development Term (unless this Lease is earlier terminated), Lessee shall pay to Lessor, annually in advance, an amount equal to the total acreage of the Property multiplied by [REDACTED] (the "**Development Term Rent**"). The first payment of Development Term Rent shall be made within thirty (30) days after the Effective Date. In addition, contemporaneous with the first year of Development Term Rent, [REDACTED]

[REDACTED] Any Development Term Rent payable for less than a full year shall be prorated by Lessee on the basis of a 365-day year.

5.2 Extended Term Rent. If Lessee exercises the Lease Extension Option with respect to all or any portion of the Property, then for each calendar year during the Extended Term and any Renewal Term (if any) until this Lease expires or is earlier terminated, Lessee shall pay to Lessor the greater of (the "**Extended Term Rent**): [REDACTED]

The per-acre amount set forth above shall be calculated and paid annually in advance, with each installment being due and payable in advance within fifteen (15) days after the first day of the applicable calendar year. The first payment of Extended Term Rent shall be paid within thirty (30) days after the Extended Term Commencement Date. Any Extended Term Rent that is payable for less than a full calendar year shall be prorated by Lessee on the basis of a 365-day year. If any Development Term Rent is prepaid for any part of the Extended Term, then Lessee may credit a prorated portion of said Development Term Rent against any Extended Term Rent then or thereafter due to Lessor hereunder, as determined by Lessee.

5.3 Increase in Certain Payments. During the Extended Term and any Renewal Term, the per-acre amount set forth in Section 5.2 shall automatically [REDACTED]

5.4 Reimbursement for Damage. Except as provided in Section 2.4, if any of Lessor's Structures or improvements existing as of the Effective Date (including, without limitation, Lessor's livestock and crops are materially damaged or destroyed as a result of Solar Operations, then Lessee shall promptly repair or replace such Structures or improvements. Lessee shall endeavor to give Lessor six (6) months advance notice of Lessee's intent to commence construction of the Solar Energy System on the Property. In the event Lessee commences construction earlier than six (6) months after such notice, and Lessee's Solar Operations damage or destroy any existing crops planted by Lessor or its tenants on the Property, then Lessee shall promptly pay to Lessor a one-time lump-sum amount equal to the greater of the actual out-of-pocket costs theretofore incurred by Lessor in planting, irrigating and fertilizing such crops or the fair market value of such crops as if they had been harvested. To the extent any growing crops that may be damaged as a result of Lessee's Solar Operations on the Property are owned in whole or in part by an agricultural tenant of Lessor, Lessee shall make reimbursement payments pursuant to this Section 5.4 directly to Lessor's agricultural tenant in proportion to such agricultural tenant's ownership interest in such damaged crops, provided that Lessor has given prior written notice to Lessee of the existence of such agricultural lease and the relative proportion of ownership of such damaged crops between Lessor and any such agricultural tenants.

5.5 Reimbursement for CRP Losses. If Lessor is a party to a Conservation Reserve Program ("**CRP**") contract with the U.S. Department of Agriculture (the "**USDA**"), Lessor shall provide Lessee with a copy of such CRP contract, together with all amendments and modifications thereto; and if applicable, Lessee shall reimburse Lessor for (a) any rental payments that Lessor would have received under the CRP contract but for the construction of the Solar Energy System on the Property and (b) the penalties and interest, if any, assessed by the USDA as a result of the construction of the Solar Energy System on the Property; provided, however, that (i) such reimbursement obligation shall not apply to any extension or renewal of such CRP contract or to any subsequent CRP contract, (ii) no portion of the Property that is being utilized or that Lessee anticipates utilizing for the Solar Energy System shall be bid into the CRP after the Effective Date and (iii) Lessor shall cooperate with Lessee in completing and submitting applications for any exemptions allowed under the CRP for the Solar Energy System.

5.6 Payment of Rent. All payments of Rent may be made by check deposited in the United States mail, first-class postage prepaid, addressed to Lessor at Lessor's address for notice purposes set forth in Section 11.1. If sent as above provided, the applicable Rent payment shall be deemed tendered to Lessor three (3) days after such check is so mailed. If at any time during the term of this Lease Lessor owns less than one hundred percent (100%) of the fee title interest in the Property, then the Rent payable to Lessor hereunder shall be reduced proportionately based on acreage then-owned by Lessor. Promptly following the execution of this Lease, Lessor (including all persons or entities that comprise Lessor) shall deliver to Lessee a completed Internal Revenue Service Form W-9 (the "**W-9**"). Lessee shall have no obligation to make any payments of Rent or any other amounts due to Lessor hereunder until Lessor has returned to Lessee such completed W-9, and Lessee's failure or refusal to make any

payment of Rent or any other amount due to Lessor hereunder as a result of Lessor's failure to deliver the W-9 shall not constitute an Event of Default hereunder.

5.7 No Representation Regarding Solar Energy System. Lessor acknowledges that (a) Lessee has made no representation or warranty as to the likelihood that a Solar Energy System will be constructed on the Property, or, if constructed, that it will not be removed from the Property, and (b) any expression by Lessee to Lessor as to the expected number or type of Solar Energy Systems to be constructed on the Property, is and was purely an estimate based on the information available to Lessee at the time and is not a covenant or guarantee that any such construction will occur. Further, nothing expressly stated or implied in this Lease or indicated to Lessor shall be construed as requiring Lessee to (i) undertake construction, installation or operation of any Solar Energy System on the Property or (ii) cause such Solar Energy System to remain on the Property; and the decision if, when and to what extent to construct or remove the Solar Energy System shall be solely in Lessee's discretion.

5.8 Option to Purchase. Lessee shall have the right and option to purchase a portion of the Property not to exceed ten (10) acres in total (the "**Purchase Option**") for use by Lessee for a substation, permanent operations, or maintenance/administration building, including any energy storage facilities associated therewith (the "**Supporting Tract**") for the general benefit of Lessee's solar energy project contemplated in this Lease. Lessee shall exercise the Purchase Option by giving Lessor sixty (60) days advanced written notice of Lessee's intent to exercise the Purchase Option, at which time Lessee shall identify the portion of the Property that will constitute the Supporting Tract. The terms of purchase of the Supporting Tract shall be mutually agreed to by the Parties at the time Lessee exercises the Purchase Option, which shall be consistent with 105% of the then-current fair market value of the Property based upon the value of similar real property for purchase in the county in which the Property is located.

6. Covenants By Lessee.

6.1 No Construction Liens. Lessee shall keep the Property free and clear of all liens and claims of lien for labor and materials resulting from its Solar Operations; provided, however, that Lessee shall have the right to contest any such liens and claims by legal proceedings, which may be brought in the name(s) of Lessor and/or Lessee where appropriate or required. Lessor shall in all respects cooperate with Lessee in such contest, and shall be reimbursed for such cooperation as provided in Section 7.3. Within sixty (60) days after written notice from Lessor, Lessee shall cause any such lien to be appropriately bonded or otherwise reasonably secured. If Lessee fails to cause any such lien to be secured within such sixty (60) day period, then Lessor shall be entitled, but not obligated, to discharge or bond the same. Lessee will indemnify and save Lessor harmless from all liabilities and costs, including without limitation Lessor's reasonable attorney's fees, to the extent resulting directly from Lessee's failure to timely secure same.

6.2 Lessee's Obligation to Pay Taxes. Lessee shall pay when due all real and personal property taxes and assessments levied against Lessee's Solar Energy System on the Property or against Lessee's leasehold estate in the Property. Lessee shall also be responsible for any increase in real or personal property taxes levied against the Property during the term of this Lease as a direct result of Lessee's Solar Operations on the Property. However, Lessee shall not be liable for taxes or assessments attributable to improvements or facilities installed by Lessor or others on the Property, or to the underlying value of the Property itself, which taxes and assessments shall be paid by Lessor. Lessee and Lessor shall use their best efforts to cause the Property to be taxed separately as provided in this Section. Lessee shall have the right to contest by legal proceedings (which may be brought in the name(s) of Lessor and/or Lessee where appropriate or required), the validity or amount of any taxes or assessments for which it is responsible hereunder. Lessor shall in all respects cooperate with Lessee in such contest, and shall be reimbursed for such cooperation as provided in Section 7.3.

6.3 Lessee's Obligation to Carry Insurance. Prior to commencing Solar Operations on the Property, Lessee shall obtain, and thereafter keep in force during the term of this Lease, (a) a policy of commercial general liability insurance covering property damage and liability for personal injury or death on or about the Property, with limits in the amount of [REDACTED] per occurrence and in the aggregate and (b) an umbrella or excess liability policy in the amount of [REDACTED]; provided, however, that such coverage may be provided as part of a blanket policy that also covers other properties. Lessee shall cause Lessor to be named as an additional insured in such policies and Lessee shall deliver a certificate of such insurance to Lessor.

6.4 Lessee's Obligation To Restore the Property. Lessee shall do the following with respect to any portions of the Property disturbed by Lessee in the course of Solar Operations: (a) within six (6) months after completion of construction of Lessee's solar project, Lessee shall restore such portions of the Property to a condition reasonably similar to its condition as of the Effective Date, except for any parts of the Property that Lessee determines it needs for continuing Solar Operations and (b) following the expiration or termination of this Lease as herein provided, or pursuant to statute, or by summary proceedings or otherwise, Lessee shall restore the Property (and any other land of Lessor impacted by Lessee's use of the Property) to reasonably similar to its condition as of the Effective Date using prudent engineering practices where applicable, including, without limitation, the removal of all improvements and alterations to the Property (including, without limitation, all fencing, roads, solar panels and mountings, and other improvements or alterations) and any electrical or communication or other utility poles, lines and connections (unless such lines and connections are used in connection with other property owned by Lessor and Lessor elects to allow such lines and connections to remain) and shall regrade the Property; provided, however, that Lessee shall not be obligated to replant any crops or plants other than grasses. The removal and restoration shall be completed in a manner that does not materially and adversely affect the potential re-use of the Property or other land of Lessor. Lessee may, in its discretion, determine the length of such restoration period following the expiration or

termination of this Lease and shall provide Lessor with written notice of such estimated length prior to the date that is thirty (30) days after such expiration or termination. Lessee shall pay Lessor rent for the period beyond the expiration or termination of this Lease in an amount equal to the annual rent due and payable for the year immediately preceding such expiration or termination prorated on a daily basis and paid in sum at the end of each month. Lessee shall have all rights granted to Lessee under this Lease during the period of such restoration, including, without limitation, a continued easement over the Property for the purposes of complying with this Section 6.4. This Section 6.4 shall survive the expiration or termination of this Lease.

6.5 Lessee's Obligation to Comply with Law. Lessee shall comply in all material respects with all laws, statutes, ordinances, regulations, decrees, orders and decisions of or issued by any governmental authority that are applicable to Lessee's Solar Operations on the Property ("**Law**" or "**Laws**"). Lessee shall have the right to contest by legal proceedings (which may be brought in the name(s) of Lessor and/or Lessee where appropriate or required), the validity or applicability of any such Law. Lessor shall in all respects cooperate with Lessee in such contest, and shall be reimbursed for such cooperation as provided in Section 7.3.

6.6 Hazardous Materials. Without limiting the generality of Section 6.5, in conducting its Solar Operations on the Property, Lessee shall comply in all material respects with any Law (each, an "**Environmental Law**") governing the generation, manufacture, production, use, storage, release, discharge, transportation or presence of any substance, material or waste which is now or hereafter classified by any such Law as hazardous or toxic (each, a "**Hazardous Material**"). Further, Lessee shall promptly clean up, remove or take other legally-authorized remedial action as required by Environmental Law with regard to any contamination or damage to soil or ground water on or in the Property caused by any Hazardous Material brought onto the Property by Lessee, and for which clean up, removal or remedial action is required pursuant to Environmental Law.

6.7 Indemnification of Lessor. Lessee shall defend, indemnify, protect and hold harmless Lessor, and its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors, or anyone claiming under Lessor (collectively, including Lessor, the "**Lessor Parties**") from and against all claims, demands, suits, actions, orders, administrative proceedings, judgments, liabilities, losses, damages, penalties, fines, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "**Claims**") suffered or incurred by any of the Lessor Parties as a result of, arising out of, or relating to: (a) any acts, omissions or negligence of Lessee, its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Lessee (collectively, including Lessee, the "**Lessee Parties**") in connection with Lessee Parties' use of or operations on the Property, except to the extent any such Claim is caused by the negligence or willful misconduct of a Lessor Party; and (b) a breach of this Lease by Lessee that remains uncured after any applicable notice and cure period. The Lessee Parties shall not be liable for losses of income, rent, business opportunities, profits or any other consequential damages that may result from the conduct of

Lessee Parties' uses of or operations on the Property (for which Lessor will be compensated solely through the provisions of Section 5). Notwithstanding the foregoing, Lessee's liability for any damage or destruction of structures, improvements, livestock and crops shall be governed by Section 5.4, and not by this Section 6.7.

6.8 Security for Removal of Solar Energy System. Beginning on the Extended Term Commencement Date, Lessee will obtain and deliver to Lessor a letter of credit, bond, or such other security as determined by Lessee and reasonably satisfactory to Lessor (the "**Security**"), in an amount equal to the amount the cost of performing Lessee's obligations under Section 6.4 exceeds the salvage value of the Solar Energy Facilities on the Property (the "**Property Restoration Amount**"), and once issued, Lessee covenants that the Security shall not lapse during the pendency of this Lease. The Property Restoration Amount will be determined by an independent engineer mutually selected by the Parties, or, if the Parties cannot agree upon such independent engineer, then by an independent engineer selected by the presiding justice of the county in which the Property is situated; and the decision of such independent engineer (however selected) shall be binding and conclusive on the Parties. Any costs or expenses relating to the determination of the Property Restoration Amount will be paid by Lessee. The Property Restoration Amount shall be adjusted every five (5) years thereafter. In the event that any state statutes or laws, county laws or ordinances, or any other local ordinances, regulations, decrees, orders and decisions of or issued by any governmental authority requires Lessee to post security relating to Lessee's decommissioning and restoration activities, the posting of such security by Lessee shall satisfy Lessee's obligation to post the Security under this Lease.

7. Covenants By Lessor.

7.1 Quiet Enjoyment. During the entire term of this Lease, (a) Lessee shall have peaceful and quiet enjoyment of the Property, without hindrance or interruption by Lessor or any other Person and (b) Lessor shall protect and defend the right, title and interest of Lessee hereunder from any other rights, interests, title and claims of or by any Person. Without limiting the generality of the foregoing, if any Encumbrance, as defined below (including any mortgage against the Property or the lien of property taxes) provides for payment or performance of any obligations by Lessor, then Lessor shall, prior to delinquency, make such payment and perform such obligations.

7.2 Encumbrances. If any recorded or unrecorded lien, encumbrance, covenant, condition, reservation, restriction, easement, lease, sublease, occupancy, tenancy, mineral right, option, right of first refusal or other matter (each, an "**Encumbrance**") is found or claimed to exist against the Property or any portion thereof (regardless whether such Encumbrance existed as of the Effective Date or was created thereafter), and Lessee determines that such Encumbrance might delay, interfere with or impair Solar Operations, the exercise of any of Lessee's other rights under this Lease or the financing of any project, then Lessee shall be entitled to obtain a subordination, non-disturbance agreement, consent or other agreement (in a form and containing provisions reasonably requested by Lessee) from the holder of such Encumbrance. Lessor shall fully and promptly cooperate with Lessee's efforts to obtain the same, and

Lessor shall be reimbursed for such cooperation as provided in Section 7.3. Lessor represents and warrants to Lessee that, except as set forth on Exhibit "B" hereto (i) there are no unrecorded Encumbrances against the Property or any portion thereof that have not been disclosed to Lessee in writing prior to the Effective Date, including any unrecorded agricultural, grazing, oil, gas, mineral, or other subsurface leases, and (ii) to Lessor's knowledge, Lessor is the owner of all oil, gas, mineral, and other subsurface estates appurtenant to the Property, subject only to any recorded leases or similar agreements (copies of which have been provided by Lessor to Lessee). Lessor agrees that, from and after the Effective Date, Lessor will not further sell, lease, or otherwise transfer, all or any portion of such oil, gas, mineral or other subsurface interests appurtenant to the Property without the prior written consent of Lessee.

7.3 Permitting; Cooperation; Further Assurances. Lessee may process and obtain any permits, entitlements, approvals, licenses, variances or other rights (including any zoning change, conditional use permit and tax-incentive or tax-abatement program approval) from any governmental authority or other Person in connection with Solar Operations (each, an "**Approval**"). Lessor shall fully support and cooperate with Lessee in the conduct of Solar Operations and the exercise of Lessee's rights hereunder, in providing any further assurances requested by Lessee, and in carrying out and otherwise giving full force and effect to the purpose and intent of this Lease, including in Lessee's efforts to obtain any Approval or financing; and Lessor shall, without demanding additional consideration therefor, (a) execute any map, application, waiver, estoppel certificate, consent and other document that is reasonably requested by Lessee in connection herewith or therewith and (b) return the same to Lessee within ten (10) days after Lessor's receipt thereof. Without limiting the generality of the foregoing, (i) if requested by Lessee, Lessor shall participate, in support of Lessee, in any appeals or regulatory proceedings respecting the Solar Energy System and (ii) in the event that the location of any Solar Energy System to be installed or constructed on the Property or any adjacent properties along or near property lines is limited or restricted by any private agreements, Encumbrances or Laws (including any setback requirements), Lessor (1) hereby waives enforcement of such agreements, Encumbrances and Laws, except for any environmental clean-up orders or laws, (2) shall assist Lessee in obtaining waivers or variances from the same and (3) shall execute all documents evidencing Lessor's agreement to the waiver or elimination of such requirements. Lessee agrees to reimburse Lessor for Lessor's reasonable out-of-pocket expenses incurred in providing such cooperation to Lessee.

7.4 Ownership of Solar Energy System. The Parties acknowledge and agree that (i) any Solar Energy System constructed on the Property shall at all times remain the property of Lessee and shall not be deemed to be fixtures and (ii) Lessor shall have no ownership, lien, security or other interest (including any lien that might otherwise be implied by law) in any Solar Energy System installed on the Property, or in any profits or income derived therefrom.

7.5 Grant of Easements. Upon Lessee's request from time to time, Lessor shall grant to Lessee or to any other Person designated by Lessee, one or more easements for Access Rights and Transmission Facilities on, over and across the Property or Lessor's adjacent property, in such locations as may be

designated by Lessee, but only to the extent such easements are directly related to the Solar Operations. Each such easement shall (a) provide for the payment to Lessor of reasonable consideration commensurate with the scope of the easement, (b) be separate and apart from this Lease, and perpetual (notwithstanding termination of this Lease) for so long as the grantee of the easement pays such consideration to Lessor, (c) be memorialized in a recordable form reasonably designated by Lessee, which contains all of the rights and privileges for Access Rights and Transmission Facilities as are set forth in this Lease and (d) run with the land, be binding on and inure to the benefit of the grantee and Lessor and their respective successors, and assigns.

7.6 No Interference. Neither Lessor nor any of the Lessor Parties shall, currently or prospectively, interfere with, impair, delay or materially increase the cost of any of Lessee's Solar Operations (whether conducted on the Property or adjacent or nearby property), or the undertaking of any other activities or the free enjoyment or exercise of any other rights or benefits given to or permitted Lessee hereunder. Without limiting the generality of the foregoing, neither Lessor nor anyone obtaining rights from or acting with the permission of Lessor shall (a) interfere with or impair the free, unobstructed and natural availability of sunlight over or across the Property (whether by planting trees, constructing Structures, or otherwise), or the lateral or subjacent support for the Solar Energy System or (b) engage in any other activity on the Property or adjacent or nearby property that might cause a decrease in the output, efficiency or longevity of the Solar Energy System. Notwithstanding the foregoing limitations, construction of a Structure on the Property or adjacent or nearby property shall not be deemed to interfere with or impair the free flow of sunlight across the Property if the Structure does not cast a shadow on the Property during the period beginning one hour after sunrise and continuing until one hour prior to sunset on any and all days of the calendar year. For purposes of this Section 7.6, the term "**Structure**" shall mean any single structure, improvement, or object of a permanent or intended long-term nature (e.g., house, barn, silo, shed, building, grain elevator, tower, derrick, oil well, center pivots, etc.).

7.7 Indemnification of Lessee. Lessor shall indemnify, defend and hold harmless Lessee against Claim arising out of (a) the presence or release of Hazardous Materials in, under, on or about the Property, or (b) the violation of any Environmental Law; in each case only to the extent proximately caused by Lessor or any of the Lessor Parties, and except to the extent such Claim is caused or contributed to by the negligence or willful misconduct of Lessee or Lessee's employees, agents, contractors or invitees. Lessor's obligations set forth in this Section 7.7 shall survive the expiration or earlier termination of this Lease.

8. Assignment and Financing. Lessee and any sublessee of Lessee shall have the absolute right at any time and from time to time, without obtaining Lessor's consent, to: (a) sell, convey, assign, sublease or otherwise transfer to any Person all or any portion of its right, title or interest under this Lease, in the Property and/or in any Solar Energy System; and/or (b) encumber, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of its right, title or interest under this Lease, in the Property and/or in any Solar Energy System to any Lender as security for the repayment of any indebtedness and/or the performance of any

obligation (a "**Lender's Lien**"). No such sale, conveyance, assignment, sublease or other transfer shall relieve Lessee of its obligations under this Lease unless Lessee assigns its entire interest hereunder, in which event Lessee shall have no continuing liability. As used in this Lease, the term "**Lender**" means any Person that from time to time provides secured financing or extends secured credit for some or all of Lessee's solar energy projects, Solar Energy System or Solar Operations, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns including, but not limited to, tax equity and other similar investors. Following the creation of a Lender's Lien, Lessee or the Lender shall give notice of the same (including the address of the Lender for notice purposes) to Lessor; provided, however, that the failure to give such notice shall not constitute an Event of Default (as defined below) but rather shall only have the effect of not binding Lessor hereunder with respect to such Lender until such notice is given.

9. Default; Remedies; Estoppel Certificates.

9.1 Default. If a Party (the "**Defaulting Party**") fails to perform its obligations under this Lease in any material respect (an "**Event of Default**"), then it shall not be in Default (as defined below) if it cures such Event of Default within sixty (60) days after receiving written notice from the other Party (the "**Non-Defaulting Party**") stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a "**Notice of Default**"); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then the Defaulting Party shall not be in Default if it commences such performance within such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence. As used in this Lease, the term "**Default**" means an Event of Default that (a) has not been cured within the time provided herein or (b) as to which the Defaulting Party has not commenced performance of its obligations within the time provided or thereafter has failed to pursue the same to completion with commercially reasonable diligence as provided above.

9.2 Remedies. Subject to Section 10, upon a Default (but not sooner), the Non-Defaulting Party shall be entitled to exercise any and all remedies available to it hereunder, at law or in equity, which remedies shall be cumulative. Such remedies shall include the right in the Non-Defaulting Party to pay or perform any obligations of the Defaulting Party that have not been paid or performed as required herein, and to obtain (a) subrogation rights therefor and (b) immediate reimbursement from the Defaulting Party for the costs of such payment or performance. If Lessor is the Non-Defaulting Party, then, subject to Section 10, its remedies shall include the right to terminate this Lease by giving written notice of such termination to Lessee and to each Lender. If Lessor is the Defaulting Party, then Lessee may (but need not) offset such costs against the Rent or any other amounts due to Lessor hereunder.

9.3 Estoppel Certificates and Consent. Lessor shall, within ten (10) days after written request made from time to time by Lessee or any existing or proposed Lender, execute and deliver to the requesting Person an instrument (a) certifying that this Lease is in full force and effect and has not been modified

(or if modified stating with particularity the nature thereof), (b) certifying the dates to which the Rent has been paid, (c) certifying that there are no uncured Events of Default hereunder (or, if any uncured Events of Default exist, stating with particularity the nature thereof), (d) certifying that Lessor is the sole fee owner of the Property, (e) certifying that each person or entity signing the Lease on behalf of Lessor is authorized to do so, (f) certifying that Lessor has the unrestricted legal power, right and authority to enter into the Lease, and the Lease is and will be in full force and effect, without the necessity of any consent of or joinder by any other Person or entity authorized to do so, (g) a general representation certifying as to the then-current mineral exploration on the Property, (h) identifying and attaching true and correct copies of any then-current leases, easements or grants of rights affecting the Property, and (i) containing any other certifications as may reasonably be requested. Any such certificates may be conclusively relied upon by Lessee, such Lender and any Person that is proposing to invest in Lessee or in Lessee's solar project. In the event Lessor fails to execute and deliver such estoppel as contemplated in this Section 9.3, then such failure shall constitute an Event of Default.

10. Protection of Lenders. Notwithstanding any other provision of this Lease to the contrary:

10.1 Lender's Rights. Each Lender shall have the absolute right (but not the obligation) to do the following things: (a) assign its Lender's Lien; (b) enforce its Lender's Lien; (c) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to the leasehold estate created by this Lease (the "**Leasehold Estate**"); (d) take possession of and operate the Property and the Solar Energy System or any portion thereof; (e) perform any obligations and exercise any rights of Lessee hereunder; (f) assign or transfer this Lease and the Leasehold Estate to any Person after obtaining the same; and (g) cause a receiver to be appointed to do any of the foregoing. Lessor's consent shall not be required for any of the foregoing; and, upon acquisition of the Leasehold Estate or this Lease by a Lender or any Person who acquires the same from or on behalf of a Lender, Lessor shall recognize the same as Lessee's proper successor, and this Lease shall remain in full force and effect.

10.2 Copies of Notices of Default. As a precondition to exercising any rights or remedies as a result of any Event of Default by Lessee, Lessor shall deliver a duplicate copy of the applicable Notice of Default to each Lender concurrently with delivery of such notice to Lessee, specifying in detail the Event of Default and the required remedy.

10.3 Lender's Cure Rights. The Lenders shall collectively have the same period of time after receipt of a Notice of Default to cure an Event of Default as is given to Lessee under this Lease, plus, in each instance, an additional sixty (60) days; provided, however, that such sixty (60)-day period shall be extended for the time reasonably required by the Lenders to complete such cure, including the time required for the Lenders to obtain possession of the Property, institute foreclosure proceedings or otherwise perfect their right and ability to effect such cure. Each Lender shall have the absolute right to substitute itself for Lessee and perform the duties of Lessee hereunder for purposes of curing any Event of Default. Lessor expressly consents to such substitution,

agrees to accept such performance, and authorizes each Lender and its employees, agents, representatives and contractors to enter upon the Property to complete such performance with all of the rights and privileges of Lessee hereunder. Lessor shall not terminate this Lease prior to expiration of the cure periods available to the Lenders as set forth above. Further, neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Lease as long as the Rent is paid by a Lender in accordance with the terms hereof.

10.4 Effect of Proceedings. If any Event of Default by Lessee under this Lease cannot be cured without obtaining possession of all or part of the Property, the Solar Energy System and/or the Leasehold Estate, then any such Event of Default shall nonetheless be deemed remedied if: (a) within sixty (60) days after receiving a Notice of Default from Lessor as set forth in Section 10.2, a Lender acquires possession thereof, or commences appropriate judicial or nonjudicial proceedings to obtain the same; (b) the Lender prosecutes any such proceedings to completion with commercially reasonable diligence; and (c) after gaining possession thereof, the Lender performs all of Lessee's other obligations hereunder as and when the same are due. If a Lender is prohibited from commencing or prosecuting the proceedings described above by Law or by any process, injunction or decision of any court, then such sixty (60)-day period shall be extended for the period of such prohibition.

10.5 Performance By Lender. Any Lender that does not directly hold an interest in this Lease, or that holds a Lender's Lien, shall not have any obligation under this Lease prior to the time that such Lender succeeds to absolute title to the Leasehold Estate; and if such Lender succeeds to such absolute title, then such Lender shall be liable to perform obligations under this Lease only for and during the period of time that such Lender directly holds such absolute title.

10.6 Rejection; New Lease. If this Lease is rejected or otherwise terminated pursuant to bankruptcy Law or any other Law affecting creditors' rights, then, so long as a Lender cures any monetary Event of Default by Lessee, Lessor shall, immediately upon written request from a Lender given within ninety (90) days after any such rejection or termination, enter into a new lease in favor of the Lender, which new lease shall (a) contain the same covenants, agreements, terms, provisions and limitations as this Lease (except for any requirements that have been fulfilled by Lessee or any other Person prior to such rejection or termination), (b) be for a term commencing on the date of such rejection or termination, and continuing for the remaining term of this Lease before giving effect to such rejection or termination and (c) contain a grant of a leasehold estate in the Property or such portion thereof as to which the Lender held a Lender's Lien on the date of such rejection or termination; and, until such time as such new lease is executed and delivered, the Lender may enter and use the Property and conduct Solar Operations thereon as if this Lease were still in effect. At the option of the Lender, the new lease may be executed by a designee of such Lender, without the Lender assuming the burdens and obligations of the lessee thereunder. If more than one Lender makes a written request for a new lease pursuant hereto, then the same shall be delivered to the Lender whose Lender's Lien is senior in priority.

10.7 Modifications of Lessee's Obligations. A modification or amendment of this Lease shall not be made if the same could reasonably be expected to materially reduce the rights or remedies of a Lender or impair or reduce the security for its Lender's Lien, nor shall there be an acceptance of a surrender of the Property or any part thereof or a termination by Lessee of this Lease; in each such case without the prior written consent of each Lender, and any such modification, amendment or surrender as described in this Section 10.7 obtained without prior written consent of each Lender shall be considered void.

10.8 Amendment. At Lessee's request, Lessor shall amend this Lease to include any provision that may reasonably be requested by any existing or proposed Lender, and shall execute such additional documents as may reasonably be requested to evidence such Lender's rights under this Lease; provided, however, that without Lessor's consent, such amendment shall not materially impair the rights of Lessor under this Lease or extend the term of this Lease beyond the period of time stated in Section 4. Further, Lessor shall, within ten (10) days after written notice from Lessee or any existing or proposed Lender, execute and deliver thereto a certificate (a) to the effect that Lessor will accord to such Lender all the rights and privileges of a Lender hereunder and (b) containing such other provisions and consents as such Lender may reasonably request.

11. Miscellaneous Provisions.

11.1 Notices. Any notices, demands, correspondence or other communications required or permitted to be given hereunder (collectively, "**Notices**") shall be in writing and shall be given (a) personally, (b) by certified or registered mail, postage prepaid, return receipt requested, or (c) by overnight delivery service, freight prepaid, to the addresses provided beneath the signatures of the Parties as set forth below. Notices delivered by hand shall be deemed received when delivered. Notices sent by certified or registered mail or by overnight delivery service shall be deemed received upon (i) acceptance of delivery by the recipient or (ii) rejection of delivery by the recipient. Each Party may change its address for notice purposes by giving written notice of such change to the other Party in the manner provided in this Section 11.1, and each Lender may do the same by giving such notice to Lessor.

11.2 Lessee's Right To Surrender; Quitclaim. Subject to Section 10.7, (i) during the Development Term, (ii) during the Extended Term, but prior to commencement of construction, or (iii) at any time during the Extended Term after termination or expiration of any power purchase agreement for the purchase of electricity generated by the Lessee's solar energy project, Lessee shall have the right to terminate the Lease as to all or any part or parts of the Property at any time, effective upon thirty (30) days' written notice to Lessor and the payment to Lessor of [REDACTED]. Upon any such termination by Lessee, the Parties' respective rights and obligations hereunder shall cease as to the Property (or such part or parts thereof, as applicable) as to which such termination applies; but this Lease shall remain in full force and effect as to any remaining parts of the Property. The portion of the Property remaining after any partial termination of this Lease shall thereafter be the "Property" for purposes of this Lease and all payment amounts based on acreage shall be adjusted

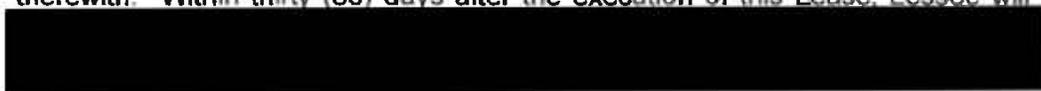
accordingly, including, without limitation, the Extended Term Rent. In the event of any such partial termination, Lessor and Lessee shall cooperate to preserve and provide for reasonable means of access to and from the Property and partially terminated portions thereof, as reasonably necessary for Lessor's operations on such terminated property and Lessee's operations on the Property. Further, upon expiration or termination of this Lease for any reason, Lessee shall execute and record in the county records a quitclaim deed or release of all of Lessee's right, title or interest under this Lease.

11.3 Force Majeure. Lessee's obligations under this Lease (exclusive of the obligation to pay Rent) shall be suspended and excused, and the time periods set forth herein shall be extended, while Lessee is prevented or substantially hindered or restricted, by an Event of Force Majeure, from conducting Solar Operations or performing its obligations hereunder. The term "**Event of Force Majeure**" means any of the following, whether actual or potential: strikes, lock outs or other labor disturbances; delays in transportation; the inability to secure labor or materials in the open market; acts of God or the elements; conditions attributable to acts of war, terrorism or civil disturbances; acts or failures to act of Lessor; the effect of any Laws; the failure of a governmental authority to issue any permit, entitlement, approval or authorization within sixty (60) days after Lessee submits an application for the same; or any other matter or condition beyond the reasonable control of Lessee.

11.4 Condemnation. If a Taking (as defined below) occurs, then the compensation payable therefor, whether pursuant to a judgment, by agreement or otherwise, including any damages and interest, shall be distributed as follows: (a) any portion of such compensation attributable to the Taking of this Lease or the Solar Energy System, any cost or loss that Lessee may sustain in the removal and/or relocation of the Solar Energy System, or Lessee's anticipated or lost profits, shall be paid to Lessee; and (b) any portion of such compensation attributable to the Taking of the fee title, and all remaining amounts of such compensation, shall be paid to Lessor. The term "**Taking**" means the taking of the Property, the Solar Energy System, this Lease or any part thereof, by eminent domain, by inverse condemnation, by severance or for any public or quasi-public use.

11.5 Successors and Assigns. The Property shall be held, conveyed, encumbered, leased, used and occupied subject to the covenants and provisions of this Lease, which 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 any other Person having any interest therein during their ownership thereof, and their respective heirs, executors, administrators, successors and assigns.

11.6 Attorney's Fees. In the event of any litigation for the interpretation, enforcement or termination hereof, or for damages for a Default hereunder, or which in any other manner relates to this Lease, Solar Operations or the Property, the prevailing Party shall be entitled to recover from the other Party its actual and reasonable costs and attorney's fees incurred in connection therewith. Within thirty (30) days after the execution of this Lease, Lessee will



11.7 Construction. This Lease, including any Exhibits attached hereto, contains the entire agreement between the Parties in connection with any matter mentioned herein, and all prior or contemporaneous agreements, understandings and representations are merged herein and superseded hereby. Should any provision of this Lease be held to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by such holding. Except with respect to the rights conferred upon Lenders hereunder (which Lenders and their successors and assigns shall be third party beneficiaries hereof to the extent of the Lenders' rights hereunder), the covenants contained herein are made solely for the benefit of the Parties and their respective successors and assigns. This Lease shall not be interpreted as creating any partnership or other relationship between the Parties, other than that of landlord and tenant. 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. No waiver by a Party of any term or provision hereof shall be deemed a waiver of any other term or provision, and any waiver of rights hereunder must be in writing to be effective. This Lease shall be governed by and interpreted in accordance with the Laws of the state in which the Property is located. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms "include", "includes" and "including", as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and do not affect the scope, meaning or intent hereof. This Lease may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

11.8 Division Into Separate Leases. Lessee may divide the Property into two (2) or more separate Projects or phases of development ("**Phasing**"). If Lessee elects to conduct Phasing, upon Lessee's election and written notice to Lessor, Lessor shall, within twenty (20) days after written notice from Lessee, and without demanding any additional consideration, bifurcate this Lease by entering into and delivering to Lessee two (2) or more stand-alone new leases (which shall supersede and replace this Lease) that provide Lessee with separate leasehold estates in different portions of the Property, as designated by Lessee. Each of such new leases shall, unless otherwise agreed to by the Parties: (a) specify the portion(s) of the Property to be covered thereby (and the term "Property", as used therein, shall refer only to such portion(s)), (b) contain the same general terms and conditions as this Lease and be in a form reasonably acceptable to Lessee; (c) be for a term equal to the then-remaining Term of this Lease; (d) contain a grant of access, transmission, communications, utility and other easements for the benefit of the bifurcated leasehold estates, covering such portion or portions of the Property as Lessee may designate; (e) require payment to Lessor of only an acreage-proportionate part of Rent and other payments under this Lease (which under all such new leases shall in the aggregate equal the amounts that are due under this Lease); and (f) to the extent permitted by Law, enjoy the same priority as this Lease over any lien, encumbrance or other Interest against the Property. Lessee shall reimburse

Lessor for its reasonable and documented attorney's fees and costs actually incurred in connection with Phasing.

11.9 Security; Lessor's Access. Lessee, in its discretion, may install and maintain any security measures to protect the Solar Energy System, including, without limitation, warning signs, fences, closed or locked gates, and other measures appropriate to reasonably protect the Solar Energy System from damage or destruction. Lessor may obtain access to any such fenced portion of the Property for the purpose of inspection of activities thereon up to four (4) times per calendar year upon seven (7) days prior written notice to Lessee, provided that such access shall not unreasonably interfere with Lessee's Solar Operations and Lessor shall be accompanied by a representative of Lessee at all times and shall abide by any and all safety precautions.

11.10 Miscellaneous. This Lease shall not and cannot be modified or amended except by a writing signed by both Parties. Wherever the consent of a Party is required or requested hereunder, such consent shall not be unreasonably withheld, conditioned or delayed. Concurrently herewith, the Parties shall execute and deliver a memorandum of this Lease in the form attached as Exhibit "C", which Lessee may record in the county records. If Lessor consists of more than one Person, then the liability of each such Person shall be joint and several. Notwithstanding anything to the contrary in this Lease, neither Party shall be entitled to, and each Party hereby waives, any rights to recover consequential, incidental, punitive or exemplary damages, however arising, under or with respect to any action or inaction taken in connection with this Lease. If this Lease is not executed by one or more of the Persons comprising the Lessor, or by one or more Persons holding an interest in the Property, then this Lease shall nonetheless be effective, and shall bind all those Persons who have signed this Lease. Each of the Persons signing this Lease on behalf of a Party represents and warrants that he/she has the authority to execute this Lease on behalf of the Party for whom he/she is signing.

11.11 Special Obligations of Lessee. The following are special obligations of Lessee in favor of Lessor:

11.11.1 All costs and expenses of Solar Operations shall be borne by Lessee, and Lessor shall not be chargeable with or liable for any thereof.

11.11.2 Lessee shall consult with Lessor on its site development plan, showing Lessor the anticipated location of the Solar Energy System or portion thereof on the Property, before Lessee makes, in its sole discretion, the final decisions as to the location of such Solar Energy System. Lessee shall, to the extent commercially practicable, develop the Solar Energy System or portion thereof on the Property in the most efficient manner and with the least amount of interference with Lessor's continued use of its Property as is commercially reasonable taking into consideration good and prudent practices and industry standards for Solar Operations.

11.11.3 If Lessee constructs any new roads on the Property, upon either the written request of the Lessor or at Lessee's election, Lessee will install reasonably appropriate gates where such roads enter the Property, and, if so installed, Lessee shall furnish Lessor with keys to such gates.

11.11.4 After entering or exiting any gate providing access to the Property, Lessee shall close such gate, and, if requested by Lessor, shall lock the same; provided, however, that Lessee may leave such gates open during construction, installation, improvement, replacement, repair and maintenance of the Solar Energy System so long as such gates are attended while open.

11.11.5 Lessee shall regularly clean up any litter or refuse deposited on the Property by Lessee.

11.11.6 Lessee shall prohibit its employees from hunting on the Property, bringing on the Property any domestic animals, firearms or alcohol or driving at excessive speeds on the Property.

11.11.7 Lessee shall maintain the Extended Term Property with regards to ground vegetation, including mowing and weed control.

11.11.8 During the Extended Term and any Renewal Term (if any), Lessee shall maintain all access roads and parking areas so as to prevent large ruts and wash-outs which would cause stagnant water to collect. Following the termination of this Lease and during the restoration period, all access roads and parking areas constructed by Lessee will be removed to allow for the complete rehabilitation of these areas unless the Lessor provides written notice to Lessee of its desire to retain such access roads and parking areas within fifteen (15) days of such termination or expiration of this Lease.

[REST OF PAGE LEFT BLANK; SIGNATURES ON SEPARATE SHEETS]

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF MARION, COMMONWEALTH OF KENTUCKY:

A certain tract or parcel of land situate, lying and being on the Springfield and Raywick Road about 1-1/2 miles north of St. Mary's, Kentucky, bounded and described as follows:

BEGINNING at a stone on said road, corner to Thomas G. Elder; thence with said road north 66-1/2 deg. east 155 poles to a stone on said road, corner to the tracts allotted to Nicholas Mattingly, Simeon Mattingly and John A. Mattingly; thence north 19-1/2 deg. west 136 poles to a stone near Crab Run, corner to Burdet A. Van Cleave land; thence up said creek south 73 deg. west 10 poles; north 86-1/2 deg. west 28 poles; north 30 deg. west 8 poles; south 79 deg. west 40 poles to a stone on the north bank of Crab Run; thence North 17 deg. west 65 poles to a stone corner to Lum Montgomery; thence south 85-1/2 deg. west 198-1/2 poles to a stake on the south bank of Crab Run corner to Richard Smith in Milburn Mattingly's line; thence south 18-1/2 deg. east 120 poles to a stone, corner to said Mattingly in Mrs. Matilda Thompson's line; thence with his line north 76 deg. east 17 poles to a stone; thence south 17 deg. east 24 poles to a stake; corner to Thomas G. Elder; thence with this line north 72 deg. east 93 poles to a stake, corner to said Elder thence with his line south 18-1/2 deg. east 123 poles to the beginning, containing 282 acres, more or less.

AND

A certain tract of land situated in Marion County, Kentucky, and lying 2½ miles northwest of St. Mary, Kentucky, and more particularly described as follows:

BEGINNING at a post on the east side of the Louisville & Nashville Railroad right-of-way, and corner to George Northcraft; thence with his line North 75 1/4 degrees east 105.21 poles to a stone, corner to Northcraft and Mattingly; thence with Mattingly's line south 18 ½ degrees east 182.3 poles to a stone, corner to Mattingly; thence south 76 degrees west 96.72 poles to a post on the east side of the aforesaid railroad right-of-way; thence with the line of the east edge of said railroad right-of-way; it being the line as it meanders north 24 degrees west 133 poles; thence north 18 ½ degrees west 20.6 poles; thence north 11 degrees west 28.42 poles to the beginning, containing 117.9 acres of land, according to survey made August 16, 1923, by Fred Faulkner, surveyor.

LESS AND EXCEPT

A certain tract of land located in Marion County, Kentucky, and being approximately 3 miles northwest of St. Mary, Kentucky, on Frogtown Road, and more particularly described as follows:

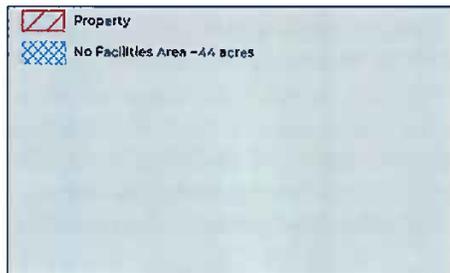
Beginning at a point in the east right of way of Frogtown Road and being 30 feet south of the corner with Yaste; thence North 75 degrees 51 minutes 00 seconds East 363.93 feet to a point in the old railroad right of way; thence with the railroad right of way South 8 degrees 54 minutes 00 seconds East 79.17 feet; thence South 11 degrees 35 minutes 00 seconds East, 92.20 feet; thence leaving the railroad right of way South 76 degrees 00 minutes 15 seconds West, 353.05 feet to a point in the east right of way of Frogtown Road; thence with the right of way of Frogtown Road North 13 degrees 59 minutes 00 seconds West, 170.00 feet to the point of beginning, containing 1.40 acres.

EXHIBIT "A-1"

MAP GENERALLY DEPICTING THE PROPERTY



Exhibit A-1
Downs, Steven Blaine and Peggy Sue



US Feet
0 250 500 1,000 1,500 2,000



Coordinate System:
NAD 1983 StatePlane Kentucky FIPS 1600 Feet

The following companies and organizations provided data that contributed to the production of this map:
Ceralum, Inc.
Environmental Systems Research Institute (ESRI)
U.S. Department of Agriculture (USDA)
U.S. Forest Service Administration (FSAN)
U.S. Geological Survey (USGS)
WhiteStar Corporation
Verity, Inc., An AES Company



Marion County, Kentucky



Site Location

FIRST AMENDMENT TO OPTION AND SOLAR ENERGY LEASE

THIS FIRST AMENDMENT TO OPTION AND SOLAR ENERGY LEASE (this "**Amendment**") is made, dated and effective as of October 31st, 2025 (the "**Amendment Date**") (for all other purposes the "**Effective Date**" shall be February 26, 2021), by and among Steven B. Downs and Peggy S. Downs, husband and wife (collectively, "**Lessor**"), and Crab Run Solar Project, LLC, a Delaware limited liability company ("**Lessee**") (Lessor and Lessee together, the "**Parties**," and each a "**Party**").

WHEREAS, Lessor and Lessee, entered into that certain Option and Solar Energy Lease dated February 26, 2021 (the "**Lease**"), notice of which is imparted by that certain Memorandum of Solar Energy Lease dated February 26, 2021, and recorded March 24, 2021 in Book 14, Page 359, in the official public records of Marion County, Kentucky, wherein Lessor agreed to lease to Lessee the real property described therein (the "**Property**"); and

WHEREAS, Lessor and Lessee desire to amend the Lease as provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

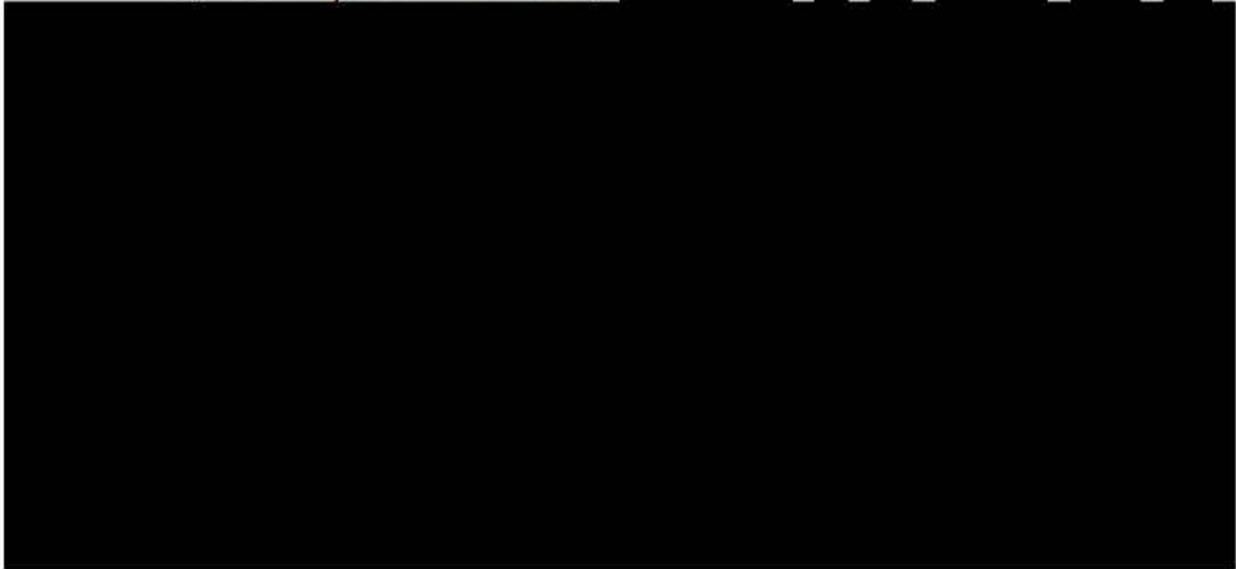
1. Section 4. Section 4 of the Lease is hereby amended and replaced in its entirety with the following:

4. Term. This Lease shall initially be for a term (the "**Development Term**") commencing on the Effective Date and ending on the sooner to occur of (a) nine (9) years after the Effective Date, (b) the date on which the Extended Term commences with respect to all or a particularly specified portion of the Property, or (c) the date on which Lessee exercises the Full Purchase Option (as defined in Section 5.9 below). Lessee shall have the right and option (the "**Lease Extension Option**") to extend the term of this Lease with respect to all or a particularly specified portion of the Property for a single thirty (30) year period (the "**Extended Term**") by giving Lessor written notice of such extension at any time prior to the expiration of the nine (9) year Development Term period described above, along with a survey and legal description of that portion of the Property with respect to which the Extended Term is being exercised (the "**Extended Term Property**"), whereupon the Extended Term shall commence (and the Development Term shall end) with respect to the Extended Term Property on the date specified in such notice, which date shall in any event not be later than the expiration of such nine (9) year period (the "**Extended Term Commencement Date**"). For purposes of this Lease, if the Extended Term Commencement Date does not fall on January 1st, the first year of the Extended Term shall be the remainder of the calendar year in which Lessee exercises the Lease Extension Option (with Rent and all other annual payments being prorated during such partial year) and the first full calendar year thereafter (with Rent and all other annual payments being made for such first full calendar year of the Extended Term and every year thereafter as provided in Section 5.2 below). If Lessee so requests, the Parties shall promptly execute and record a supplemental memorandum of this Lease setting forth the expiration date of the Extended Term, and to the extent Lessee has exercised the Lease Extension Option with respect to less than all of the Property, then, upon the expiration of the Development Term, Lessee shall release from this Lease any such portions of the Property not constituting the Extended Term Property. Lessee shall have the right to renew the Lease (as to the Extended Term Property) for two additional

five (5) year periods (the "***Renewal Term***") on the same terms and conditions as this Lease."

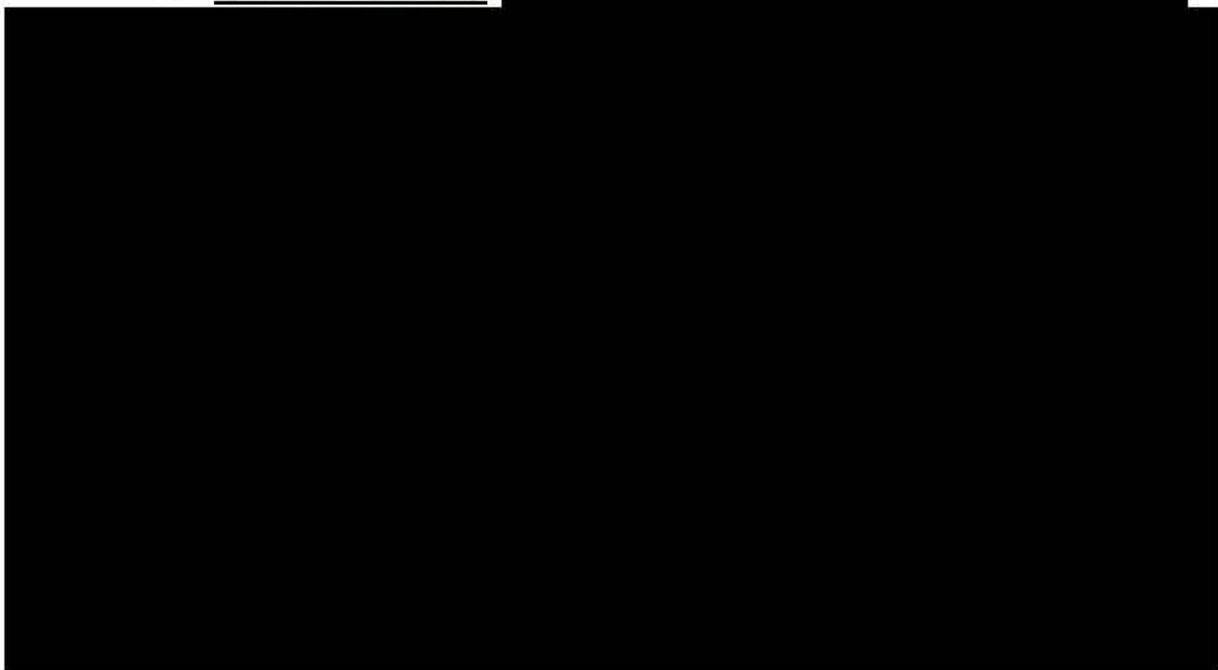
2. Section 5.1. Section 5.1 of the Lease is hereby amended and replaced in its entirety with the following:

"5.1 Development Term Rent.



3. Section 5.2. Section 5.2 of the Lease is hereby amended and replaced in its entirety with the following:

"5.2 Extended Term Rent.



4. Section 5.8. Section 5.8 of the Lease is hereby amended and replaced in its entirety with the following:

“5.8 Option to Purchase Supporting Tract. Lessee shall have the right and option (the “**Supporting Tract Purchase Option**”) to purchase a portion of the Property located within the area identified as the “Supporting Tract Area” in Exhibit “A-1” attached hereto, such portion not to exceed ten (10) acres in total (the “**Supporting Tract**”), for use by Lessee for a substation, permanent operations, or maintenance/administration building, including any energy storage facilities associated therewith, for the general



5. Section 5.9. A new Section 5.9 is hereby added after Section 5.8 of the Lease as follows:

“5.9 Option to Purchase Property. Lessee shall have the right and option (the “**Full Purchase Option**”) to purchase the Property, less and except the No Facilities Area (the “**Option Property**”). Lessee shall exercise the Full Purchase Option by giving Lessor sixty (60) days advanced written notice of Lessee’s intent to exercise the Full Purchase



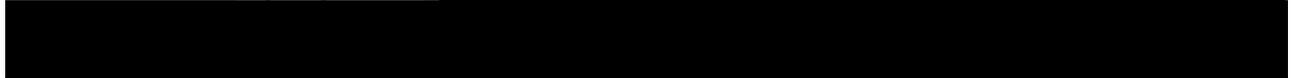
6. Depiction of the Property. Exhibit “A-1” attached to the Lease is hereby deleted and replaced with Exhibit “A-1” attached hereto.

7. Addendum A. [Redacted]

8. Payment. [Redacted]



9. Signing Bonus.



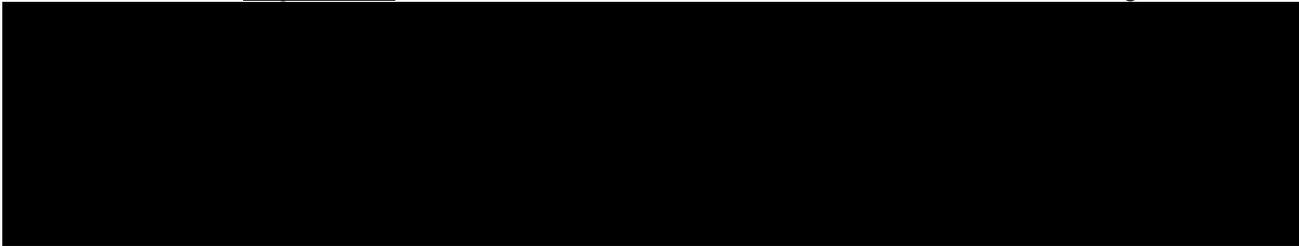
10. Ratification; No Other Changes. Unless expressly amended hereby all other terms and conditions contained in the Lease shall remain unchanged and in full force and effect, and the Lease is hereby ratified and confirmed. To the extent of any conflict between the provisions hereof and the Lease, the provisions of this Amendment shall govern and control. This Amendment shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

11. Defined Terms. Capitalized terms used in this Amendment and not defined herein shall have the meaning as set forth in the Lease.

12. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original and all of which, collectively, shall be deemed to constitute one and the same Amendment. This Amendment may also be executed by facsimile signature.

13. Memorandum of Amendment. Lessor and Lessee shall not record this Amendment. Concurrently with the execution hereof, Lessor and Lessee shall execute and deliver a memorandum of Amendment in the form attached hereto as Exhibit "B", which Lessee may cause to be recorded in the official public records of Marion County, Kentucky.

14. Legal Fees. Lessee shall reimburse Lessor for its reasonable legal fees and



[REST OF PAGE LEFT BLANK; SIGNATURES ON SEPARATE SHEETS]

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment as of the Amendment Date.

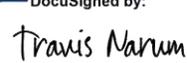
LESSEE:

CRAB RUN SOLAR PROJECT, LLC,
a Delaware limited liability company

By: 

A400E20B8BBA498
Aaron Lipscomb, Authorized Person

Address: 422 Admiral Boulevard
Kansas City, Missouri 64106

By: 

A65A601A79BA49E...

Name: Travis Narum

Title: Authorized Person

Address: 422 Admiral Boulevard
Kansas City, Missouri 64106

LESSOR:

Signed by:

Steven B. Downs

8DD309454E3846A...

Steven B. Downs

Signed by:

Peggy S. Downs

8DD309454E3846A...

Peggy S. Downs

Address: 830 Arthur Mattingly Road
Lebanon, Kentucky 40033

EXHIBIT "A-1"

MAP GENERALLY DEPICTING THE PROPERTY

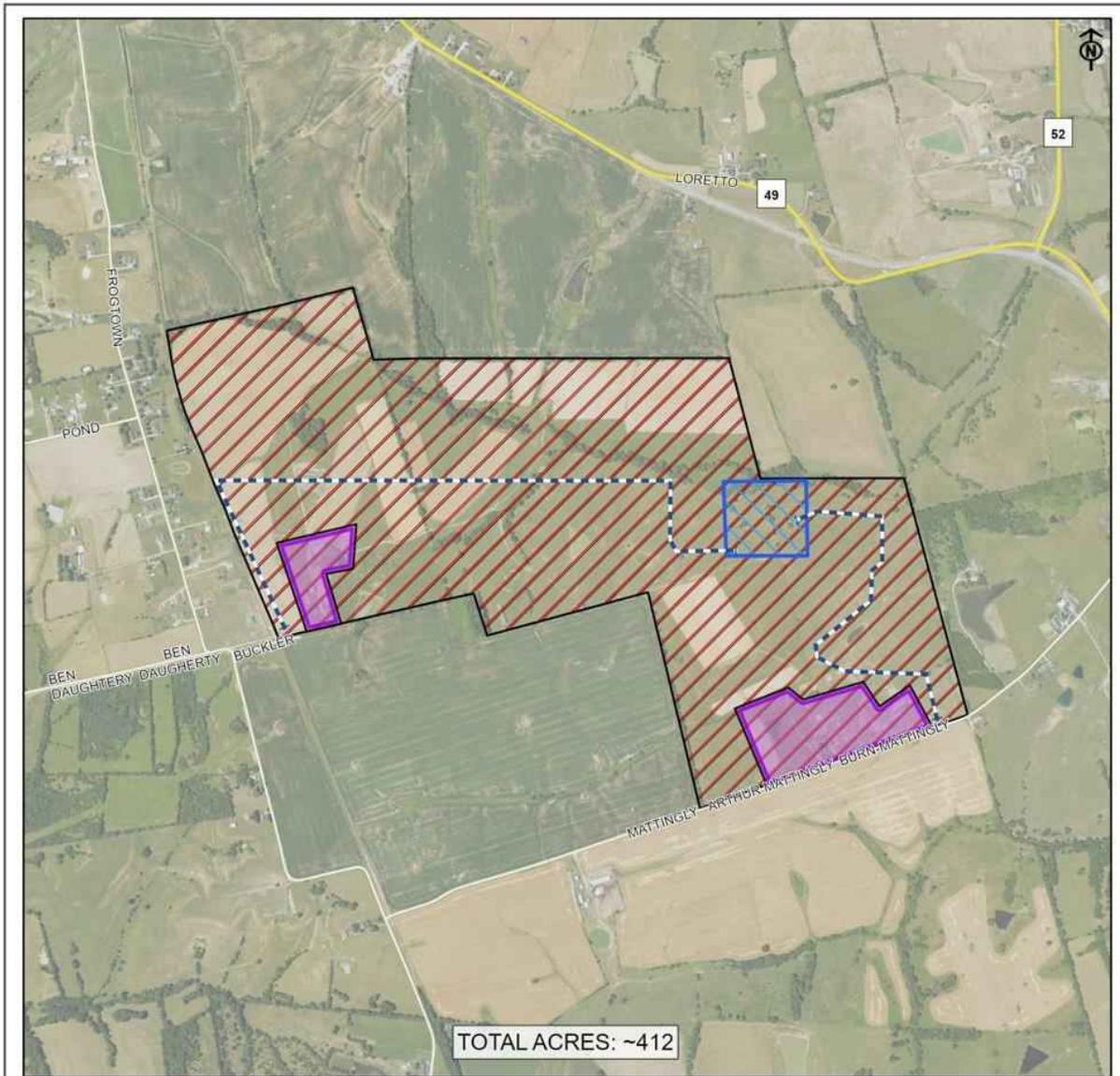


EXHIBIT A-1

Downs, Steven Blaine and Peggy Sue



Scale: 1:15,000

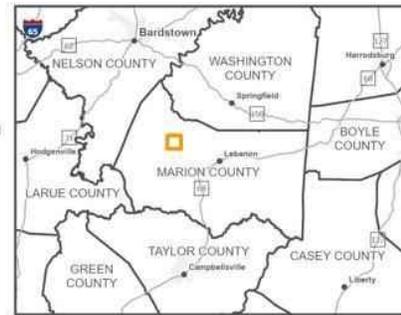
Coordinate System: NAD 1983 StatePlane Kentucky FIPS 1600 Feet

The following companies and organizations provided data that contributed to the production of this map.

- CohLogic, Inc.
- Environmental Systems Research Institute (ESRI)
- ReGrid, Leveland Technologies
- U.S. Department of Agriculture (USDA)
- U.S. Federal Aviation Administration (FAA)
- U.S. Geological Survey (USGS)
- WhiteStar Corporation
- Vertix, Inc., An ABB Company
- Imagery © 2025 Hexagon and data partners.



MARION COUNTY, KENTUCKY



Site Location