

Renewable Energy Lease and Easement Agreement

This Renewable Energy Lease and Easement Agreement (“**Agreement**”) is dated to be effective _____, 2024 (“**Effective Date**”) between **Lynn Polson and Diane Polson**, a married couple, and **GLP HOLDINGS LLC**, a Washington limited liability company (collectively, “**Owner**”) and **LINEA ENERGY LAND HOLDINGS LLC**, a Delaware limited liability company (“**Grantee**”). Owner and Grantee are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**.”

Owner is the owner of approximately 1,754.82 acres of land located in Douglas County, Washington, more fully described and depicted in Exhibit A attached to and made a part of this Agreement (the “**Property**”), together with all solar and air rights on or pertaining to the Property and adjacent property owned by the Owner (the “**Solar Rights**”). Grantee may obtain a survey of the Property and may obtain a more particular legal description for the Property. Upon receipt of a more particular legal description for the Property, Owner hereby agrees to amend Exhibit A to this Agreement and Exhibit A of the Memorandum of this Agreement to include such more particular legal description of the Property. Grantee wishes to conduct certain activities to assess the viability of the Property for solar and/or energy storage development; if Grantee finds the Property is suitable for solar and/or energy storage development it may develop a solar and/or energy storage project on the Property as well as on other lands in the vicinity of the Property, as an integrated energy generating and delivery system (the “**Project**”). Grantee may construct and own multiple solar and/or energy storage projects in the general vicinity of the Property which may or may not include the Property (collectively the “**Renewable Energy Projects**”).

IN CONSIDERATION OF THE AGREEMENTS, COVENANTS AND PROMISES set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged and agreed by the Parties, Owner and Grantee agree to all the terms, provisions and conditions contained in this Agreement.

Section 1. Lease and Grant of Easements. Owner leases to Grantee the Property, and grants (or shall grant, as herein provided) to Grantee the easements specified herein, upon and subject to the terms and conditions in this Agreement. Grantee shall have the quiet use and enjoyment of the Property in accordance with and subject to the terms of this Agreement, without any interference of any kind by Owner or any person claiming through Owner.

Section 2. Purpose and Scope of Agreement. This Agreement is for the uses set forth herein and Grantee will have the exclusive right to use the Property for Solar Energy Purposes and Energy Storage Purposes (each as defined in Schedule 1). The rights granted to Grantee in this Agreement include, without limitation the following easements and related rights:

- (i) the exclusive right to erect, construct, reconstruct, replace, relocate, remove, operate, maintain and use the following from time to time, on, under, over and across the Property, in connection with Project Facilities (as defined in Schedule 1), whether such Project Facilities are located on the Property or elsewhere on one or more Renewable Energy Projects (in such locations as Grantee shall determine from time to time in the exercise of its sole discretion after notice to Owner): (a) Transmission Facilities (as defined in Schedule 1); (b) O&M Facilities (as defined in Schedule 1); (c) a Project Substation (as defined in Schedule 1) and (d) all necessary easements therefore;
- (ii) an exclusive easement and right over and across the Property and any adjacent property owned by Owner but not subject to this Agreement for any audio, visual, view, light, shadow, noise, vibration, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the Project Activities (as defined in Schedule 1), Project Facilities or the Renewable Energy Projects, including but not limited to rights to cast shadows and reflect glare onto all of Owner’s property including any adjoining property, from the Project Facilities and/or any and all other related facilities, wherever located;
- (iii) an exclusive easement and right to capture, use and convert the unobstructed solar resources over and across the Property and any adjacent property owned by Owner; any obstruction to the receipt of and access to sunlight throughout the entire area of the Property is prohibited, whether such obstruction is on the Property or Owner’s property including any adjoining property;

- (iv) an exclusive easement and right for the installation, use, operation, maintenance, repair, replacement and removal of Project Facilities;
- (v) an easement and right on the Property and Owner's adjacent property to prevent measurable diminishment in output due to obstruction of the sunlight across the Property including but not limited to an easement right to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Property which might obstruct receipt of or access to sunlight throughout the Property or interfere with or endanger the Project Facilities or Grantee's operations, as determined by Grantee;
- (vi) the easement and right of subjacent and lateral support on the Property to whatever is necessary for the operation and maintenance of the Renewable Energy Projects, including, without limitation, guy wires and supports; and
- (vii) the easement and right to undertake any such purposes or other activities, whether accomplished by Grantee or a third party authorized by Grantee, that Grantee determines are necessary, useful or appropriate to accomplish any of the purposes or uses set forth in this Agreement or that are compatible with such purposes or uses.

The easement rights granted by Owner under this Agreement constitute **EASEMENTS IN GROSS**, personal to and for the benefit of Grantee, its successors and assigns, as owner of such easements, and the Parties expressly agree that such easement rights shall be transferable in accordance with the assignment provisions of this Agreement. The Parties expressly intend for all easement rights herein to be, and for this Agreement to create **EASEMENTS IN GROSS** in Grantee, and neither such easements nor this Agreement shall be appurtenant to any other property or interest.

Section 3. Uses Reserved by Owner. During the time prior to the Construction Commencement Date (as defined below), Owner's use of the Property shall be limited to only those activities which do not interfere with Grantee's rights under this Agreement. After the Construction Commencement Date, Owner acknowledges that neither Owner nor any of Owner's lessees or grantees (other than Grantee) shall have any right to use the Property until this Agreement terminates or expires. Owner and any of its other lessees or grantees shall immediately cease all activity on the Property as of the Construction Commencement Date. Without limiting the generality of the foregoing, Owner acknowledges and agrees it shall not and shall not allow any other person to use the Property, nor any adjacent property owned by Owner, for solar and/or energy storage development or the installation or use of any facilities related to solar and/or energy storage development, generation or storage (which rights and uses are exclusively granted to Grantee in this Agreement throughout the term of this Agreement).

Section 4. Term of Agreement. The term of this Agreement and the rights and easements contained in this Agreement shall be as follows:

4.1 **Development Term.** This Agreement shall be for an initial term (the "**Development Term**") commencing on the Effective Date and continuing until the earlier of the following to occur: (a) seven (7) years after the Effective Date and (b) the Construction Commencement Date. During the Development Term, Grantee shall have the right to study the feasibility of solar energy conversion and/or energy storage on the Property, to prepare the Property for the installation of the Project and to exercise its other rights under this Agreement.

4.2 **Construction Term.** The Construction Term of this Agreement (the "**Construction Term**") shall commence on the Construction Commencement Date and continue until the earlier to occur of: (a) the second (2nd) anniversary of the Construction Commencement Date and (b) the Operations Date. "**Construction Commencement Date**" means the earlier to occur of: (a) the date that Grantee specifies it will begin construction of the Project in a written notice to Owner and (b) the date on which Grantee begins installation of actual solar panels or mounting equipment for solar panels on any property for the Project. For the avoidance of doubt, the following preliminary due diligence activities shall not cause the Construction Commencement Date to occur: Tax Credit Work, environmental studies, cultural and/or historical studies, interconnection studies, solar studies, habitat or species studies, geotechnical studies, surveys, engineering studies, core sampling, equipment studies, or meteorological studies. "**Tax Credit Work**" means physical groundwork, including constructing roads, related to preserving eligibility of the Project's tax

credits, including either the Investment Tax Credit or the Production Tax Credit. Grantee may notify Owner of the Construction Commencement Date and Owner shall acknowledge such date in writing within fifteen (15) days of Grantee's written request.

4.3 Operations Term. Upon the earlier to occur of: (a) the Operations Date and (b) the expiration of the Construction Term (such date, the "**Operations Term Commencement Date**"), the term of this Agreement shall automatically (and without the need for any additional documentation) be extended to the date that is thirty (30) years after the Operations Term Commencement Date (the "**Initial Operations Term**"). On or before the expiration of the Initial Operations Term, Grantee may elect to extend the Lease Term by up to an additional ten (10) years (the "**First Extended Operations Term**") by notifying Owner in writing of such election. Additionally, on or before the expiration of the First Extended Operations Term, Grantee may further elect to extend the Lease Term by up to an additional ten (10) years (the "**Second Extended Operations Term**" and, together with the First Extended Operations Term, the "**Extended Operations Term**"; the Initial Operations Term and the Extended Operations Term are collectively referred to herein as the "**Operations Term**"). The "**Operations Date**" shall be the date on which Grantee begins selling electricity (other than Test Energy) generated from the Project Facilities to a third-party power purchaser, offtaker, merchant buyer, spot market buyer or other third-party purchaser. "**Test Energy**" means energy produced by any of the Project Facilities in order to test the initial performance of the Project Facilities.

4.4 Lease Term. The Development Term, the Construction Term, and the Operations Term collectively constitute the "**Lease Term**" of this Agreement.

Section 5. Fees and Rent. Grantee will pay Owner the following amounts:

5.1 Development Fees. Grantee shall, during the Development Term, pay or tender to Owner a quarterly payment (each, a "**Development Fee**" and collectively, the "**Development Fees**") in the amount of: (a) Thirty and No/100 Dollars (\$30.00) per acre of the Property then subject to this Agreement during the first (1st) year of the Development Term; (b) Thirty Five and No/100 Dollars (\$35.00) per acre of the Property then subject to this Agreement during the second (2nd) year of the Development Term; (c) Forty and No/100 Dollars (\$40.00) per acre of the Property then subject to this Agreement during the third (3rd) year of the Development Term; (d) Fifty and No/100 Dollars (\$50.00) per acre of the Property then subject to this Agreement during the fourth (4th) year of the Development Term; (e) Sixty and No/100 Dollars (\$60.00) per acre of the Property then subject to this Agreement during the fifth (5th) year of the Development Term; (f) Seventy and No/100 Dollars (\$70.00) per acre of the Property then subject to this Agreement during the sixth (6th) year of the Development Term and (g) Seventy-Five and No/100 Dollars (\$75.00) per acre of the Property then subject to this Agreement during the seventh (7th) year of the Development Term. For the first calendar quarter in which the Effective Date occurs (each calendar quarter during the Development Term being referred to herein as a "**Development Term Quarter**"), the initial Development Fee payment shall be paid or tendered to Owner within forty-five (45) days after the Effective Date and shall be prorated based on a 91-day quarter. Thereafter, Development Fees shall be due and payable on the first day of each successive Development Term Quarter during the Development Term. For the avoidance of doubt, the four Development Term Quarter dates upon which Development Fees are due and payable by Grantee are: January 1, April 1, July 1, and October 1. Grantee shall have no obligation to make any additional payments of Development Fees after the occurrence of the Construction Commencement Date or following the termination or expiration of this Agreement.

5.2 Construction Fees. Grantee shall, during the Construction Term, pay or tender to Owner an annual payment in the amount of One Thousand and No/100 Dollars (\$1,000.00) per acre of the Property then subject to this Agreement as consideration for the Construction Term (the "**Construction Fees**"). The initial Construction Fee payment shall be paid or tendered to Owner within forty-five (45) days after the Construction Commencement Date. Thereafter, Construction Fees shall be due and payable on each successive anniversary of the Construction Commencement Date during the Construction Term. Grantee shall have no obligation to make any additional payments of Construction Fees after the occurrence of the Operations Term Commencement Date or following the termination or expiration of this Agreement.

5.3 Rent. During the Operations Term, if it occurs, Grantee shall pay Owner for each Operations Year the Rent as specified in this paragraph. Within forty-five (45) days after the beginning of the initial Operations Year and continuing on the anniversary of each successive Operations Year during the Operations Term, Grantee shall pay or tender to Owner an annual payment in the amount of One Thousand and No/100 Dollars (\$1,000.00) per acre of

the Property then subject to this Agreement (the “**Rent**”). During the Operations Term, the Rent per acre of the Property shall increase by one and one-half percent (1.5%) per year. Grantee shall have no obligation to make any additional payments of Rent following the termination or expiration of this Agreement. “**Operations Year**” means the period from the Operations Term Commencement Date through the anniversary of such date (which shall be the first Operations Year), each subsequent year during the Operations Term and the period from such anniversary date in the last Operations Year until the expiration of the Operations Term.

5.4 Payment Adjustments; Partial Ownership; Change in Property Ownership. If at any time during the Lease Term the Owner owns less than the full surface estate in all or any part of the Property (as opposed to undivided interests in all of the Property or a portion of all of the Property), payment of all Development Fees, Construction Fees and Rent, as the case may be, shall be reduced to the proportion that Owner’s interest in the Property bears to the full surface estate in the Property, or any portion thereof. All Owners shall provide Grantee with their certified taxpayer identification numbers simultaneously with the execution and delivery of this Agreement via a W-9 Form (or its equivalent). No payments under this Agreement shall be due or payable to Owners if Grantee has not received such taxpayer identification information.

Notwithstanding anything to the contrary in this Agreement or elsewhere, any obligation under this Agreement for Grantee or any Assignee to pay Owner any amount will be completely and unconditionally satisfied by payment of such amount by Grantee or Assignee, as applicable, to Owner at the address for Owner given in this Agreement or such other single address designated by Owner by not less than thirty (30) days’ prior written notice to Grantee and each such Assignee signed by all parties constituting Owner. At Grantee’s election, such payment may be by joint check or checks payable to the Owner parties known to Grantee. The Owners shall be solely responsible to notify Grantee and each Assignee in writing of any change in ownership of the Property or any portion thereof. In accordance with Section 11.5 hereof, Owner shall notify Grantee in writing of any sale, assignment or transfer of any of Owner’s interest in the Property, or any part thereof. Until such notice is received, Grantee shall have no duty to any successor Owner, and Grantee shall not be in default under this Agreement if it continues to make all payments to the original Owner before notice of sale, assignment or transfer is received.

5.5 Interest on Past Due Payments. All Rent, Development Fees, and Construction Fees not paid or tendered when due under this Agreement shall bear interest at a rate equal to the lesser of: (x) the prime rate of interest as quoted by JPMorgan Chase Bank, N.A. or its successor or (y) the maximum rate allowed by applicable law.

5.6 Attorneys’ Fees. If Owner executes this Agreement, Grantee shall reimburse Owner for Owner’s reasonable, documented expenses incurred in the negotiation and review of this Agreement in an amount not to exceed \$1,500 within 30 days of the Effective Date.

5.7 Signing Bonus. If Owner executes this Agreement on or before August 15, 2024, then within 30 days of the Effective Date, Lessee shall pay Lessor a one-time payment of \$10 per acre of the Project Site (“**Signing Bonus**”). For purposes of calculating the amount of the Signing Bonus, the Project Site is stipulated to be the number of acres set forth in Exhibit A.

Section 6. Ownership of Project Facilities. Owner shall have no ownership, lien or other interest in any Project Facilities; and Grantee may remove any or all Project Facilities at any time. No part of the Project Facilities installed by Grantee on the Property shall be considered part of the Property or an improvement to real property; the Project Facilities shall at all times be considered tangible personal property owned exclusively by Grantee. Notwithstanding any provision herein to the contrary, Owner acknowledges that Grantee shall have no obligation to construct any Project Facilities on the Property. Owner acknowledges and agrees that even though portions of the Project Facilities may be affixed to the Property: (i) Grantee, its affiliate or equipment lessor is the exclusive owner of the Project Facilities; (ii) the Project Facilities shall not be construed to be a fixture and (iii) Grantee or its affiliate or transferee is the exclusive owner of the electricity generated by the Project Facilities and the environmental attributes and environmental incentives of the Project Facilities. Owner has no right, title or interest in the Project Facilities, the environmental attributes and the environmental incentives of the Project Facilities and has waived any and all rights it may have to a lien on the Project Facilities, the environmental attributes and the environmental incentives of the Project Facilities; and Owner has waived all rights of distraint and seizure for rent and all other lien rights, claims and demands of every kind against the Project Facilities.

Section 7. Taxes and Assessments. Grantee shall pay all real and personal property taxes, assessments and charges, general and specific, that may be levied or assessed by reason of Grantee's use of the Property, Grantee's leasehold and easement interest under this Agreement or Grantee's use or ownership of the Project Facilities installed on the Property (including rollback real property taxes on the Property to the extent that imposition of such rollback real property taxes are directly and solely attributable to Grantee's installation of Project Facilities on the Property) (collectively, "**Grantee Taxes**"). Owner shall pay when due any taxes attributable to: (i) improvements or facilities installed by Owner or others (excluding Grantee) on the Property; (ii) the underlying value of the Property and (iii) any and all other taxes and assessments pending or levied against the Property; provided, however, that if the taxes against the underlying value of the Property are increased by reason of a change of use determination by a taxing entity or increased assessment of the Property resulting from Grantee's Project Facilities thereon, then Grantee shall pay the entire amount of such increase.

7.1 If any Grantee Taxes are levied or assessed in the name of Owner as part of the real property taxes payable by Owner, then, promptly after Owner timely submits the real property tax bill to Grantee, Grantee shall reimburse Owner for all Grantee Taxes in the amount due without interest or penalties; provided, however, that if penalties and interest are incurred as a result of any failure or omission on Grantee's part, then Grantee shall be responsible for the same. It is a condition to Owner's right to payment or reimbursement of any penalties or interest relating to Grantee Taxes under this Agreement that Owner submit the real property tax bill (and any other communication from any government authority regarding the same) to Grantee at least forty-five (45) days before the tax bill is due.

7.2 Grantee's obligations under this Agreement are subject to Grantee's right to contest the same as hereinafter provided. Grantee shall have the right, in its sole discretion and at its sole expense, to contest by appropriate legal proceedings (which may be brought in the name(s) of Owner and/or Grantee where appropriate or required), the validity or amount of any assessments or taxes for which Grantee is responsible under this Agreement. Owner shall in all respects cooperate with Grantee in any such contest.

Section 8. Indemnities

8.1 Indemnity by Grantee. **GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER AND OWNER'S AFFILIATES (DEFINED BELOW), SUCCESSORS AND ASSIGNS AND ALL SUCH PARTIES' MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, FAMILY MEMBERS, LICENSEES AND INVITEES (COLLECTIVELY, THE "OWNER PARTIES" OR AN "OWNER PARTY") FROM AND AGAINST LOSSES, LIABILITIES, DAMAGES, COSTS, CLAIMS, SUITS AND CAUSES OF ACTION (INCLUDING LOSSES OR CLAIMS FOR PERSONAL INJURIES OR DEATH AND PROPERTY DAMAGE AND INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION) (COLLECTIVELY, "LOSSES"), IN EACH CASE, TO THE EXTENT ARISING OUT OF ANY ACTIONS OF GRANTEE OR GRANTEE'S AFFILIATES, OR SUCH PARTIES' STOCKHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR INVITEES ON, OR USE OR OPERATION OF, THE PROPERTY DURING THE LEASE TERM, INCLUDING ANY CONSTRUCTION OR OPERATION OF THE PROJECT FACILITIES OR OTHER IMPROVEMENTS PLACED ON THE PROPERTY BY GRANTEE (ALL SUCH LOSSES FOR WHICH GRANTEE IS OBLIGATED TO INDEMNIFY THE OWNER PARTIES ARE COLLECTIVELY REFERRED TO AS THE "OWNER LOSSES"). HOWEVER, THE OWNER'S LOSSES EXCLUDE ANY LOSSES TO THE EXTENT CAUSED BY ANY OWNER PARTY'S ACTIONS OR INACTIONS AND ANY LOSSES CAUSED BY, OR ALLEGEDLY CAUSED BY, INTERFERENCE WITH ELECTRICAL GENERATING FACILITIES. NOTWITHSTANDING THE FOREGOING, ANY OWNER LOSSES FOR WHICH GRANTEE IS OBLIGATED TO INDEMNIFY ANY OWNER PARTY UNDER THIS AGREEMENT SHALL BE REDUCED BY ANY INSURANCE PROCEEDS ACTUALLY RECOVERED BY SUCH OWNER PARTY FOR SUCH OWNER LOSSES. GRANTEE SHALL IN NO CASE BE LIABLE FOR LOST BUSINESS OPPORTUNITIES, LOST PROFITS, OR ANY OTHER SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM THE CONDUCT OF GRANTEE'S PROJECT ACTIVITIES OR OTHERWISE AS A RESULT OF ANY EXERCISE BY GRANTEE OF ITS RIGHTS UNDER THIS AGREEMENT.**

“Affiliate” for purposes of this Agreement means any person or entity which directly or indirectly controls, or is under common control with, or is controlled by, Grantee or Owner (as applicable). As used in this definition, “control” (including, “controlled by” and “under common control with”) means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interests, by contract or otherwise); any person or entity which owns directly or indirectly ten percent (10%) or more of the securities having ordinary voting power for the election of directors or other governing body of an entity will be deemed to control such entity.

8.2 Indemnity by Owner. **OWNER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GRANTEE AND GRANTEE’S AFFILIATES, SUCCESSORS AND ASSIGNS AND ALL SUCH PARTIES’ STOCKHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, LICENSEES AND INVITEES (COLLECTIVELY, THE “GRANTEE PARTIES” OR A “GRANTEE PARTY”) FROM AND AGAINST ALL LOSSES TO THE EXTENT ARISING OUT OF ANY OWNER OR OWNER PARTY’S ACTIONS ON, OR USE, OWNERSHIP OR OPERATION OF, THE PROPERTY, BUT EXCLUDING ANY OWNER LOSSES AND ANY LOSSES TO THE EXTENT CAUSED BY ANY GRANTEE PARTY’S ACTIONS OR INACTIONS. NOTWITHSTANDING THE FOREGOING, ANY LOSSES FOR WHICH OWNER IS OBLIGATED TO INDEMNIFY ANY GRANTEE PARTY UNDER THIS AGREEMENT SHALL BE REDUCED BY ANY INSURANCE PROCEEDS ACTUALLY RECOVERED BY SUCH GRANTEE PARTY FOR SUCH LOSSES.**

Section 9. Grantee’s Representations, Warranties and Covenants. Grantee represents, warrants and covenants to Owner that:

9.1 Insurance. Grantee shall, at its expense, obtain and maintain throughout the Lease Term: (i) a broad form comprehensive coverage policy of public liability insurance insuring Grantee and Owner against loss or liability caused by Grantee’s activities on the Property under this Agreement, in an amount not less than One Million Dollars (\$1,000,000) of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible and (ii) commercial auto liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000). Promptly after the occurrence of the Construction Commencement Date, Grantee shall obtain one or more endorsements designating Owner as an additional insured under the policies required by this Section 9.1 and shall provide Owner a certificate of insurance evidencing such endorsements.

9.2 Requirements of Governmental Agencies. Grantee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, rules and regulations of any governmental agency applicable to the Project Facilities. Grantee shall have the right in its sole discretion, to contest by appropriate legal proceedings, brought in the name of Grantee or in the names of both Grantee and Owner, 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. Owner shall fully cooperate in such contest, so long as it is reimbursed for its reasonable and documented out-of-pocket expenses incurred in such contest and cooperation. Any such contest or proceeding, including any maintained in the name of Owner, shall be controlled and directed by Grantee, but Grantee shall protect Owner from Grantee’s failure to observe or comply during the contest with the contested law, ordinance, statute, order, regulation or property assessment.

9.3 Liens. Grantee 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 for Grantee’s use or benefit; provided, however, that if such a lien does arise, Grantee has a right to contest such lien; provided, further, that if Grantee, within sixty (60) days after it receives notice of the filing of such lien, either bonds around such lien, establishes appropriate reserves therefore or otherwise removes such lien from the Property pursuant to applicable law, including, but not limited to, R.C.W. § 60.04.011, et. seq., Grantee shall not be deemed to have breached this Section 9.3. Nothing in this Section 9.3 or this Agreement shall be construed to prohibit Grantee from granting one or more liens on all or any portion of Grantee’s right, title or interest under this Agreement as security for the repayment of any indebtedness and/or the performance of any obligation relating in whole or in part to any of the Renewable Energy Projects.

9.4 Hazardous Materials. Grantee shall not violate, and shall indemnify Owner against any violation by Grantee or any Grantee Party of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations (each such substance, material and waste “**Hazardous Materials**”) in, on, under or about the Property. In conformance with the requirements of applicable law, Grantee shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials by Grantee or any Grantee Parties in, on, under or about the Property.

9.5 Fences and Security Measures. Owner authorizes Grantee to take reasonable safety measures to reduce the risk of damage to the Project Facilities or the risk that the Project Facilities will cause damage, injury or death to people, livestock, other animals and property. Grantee may construct fencing around the entire Property and take other security precautions if it is determined by Grantee, in its sole discretion, that such fencing and/or security measures will reduce such risks of damage, death or injury. The expense for any and all fencing constructed by Grantee, or other security measures taken by Grantee, shall be borne solely by Grantee.

9.6 Crop Damages. If the Construction Commencement Date is on a date that is after the date crops have been planted by Owner on the Property but prior to the harvest or other disposition of any of the crops resulting from such planting, then Grantee shall reimburse Owner in a one-time payment for the fair market value, as established by Multi-Peril Insurance historic yields for the ten (10) previous years, for the damage or displacement of Owner’s crops on the Property for the single applicable harvest. In order to be eligible for the crop damages payment described in the immediately preceding sentence, the claim of such crop damages must occur within twelve (12) months of the date the actual damage occurred.

Section 10. Owner’s Representations, Warranties and Covenants. Owner represents, warrants and covenants as follows:

10.1 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 Grantee the rights granted under this Agreement. Each person signing this Agreement on behalf of Owner is authorized to do so, and all persons having any ownership interest in the Property are signing this Agreement as Owner. When signed by Owner, this Agreement constitutes a valid and binding Agreement enforceable against Owner in accordance with its terms.

10.2 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 Renewable Energy Projects; the Project Facilities, whether located on the Property or elsewhere; access over the Property to the Project Facilities or the Renewable Energy Projects; any Project Activities; or the undertaking of any other activities permitted under this Agreement. Without limiting the generality of the foregoing, Owner shall not interfere with solar resources, solar irradiation, direction of light or sunlight over the Property by engaging in any activity on the Property or elsewhere that might cause a decrease in the output or efficiency of the Project Facilities. Grantee shall have the right to remove any obstructions to the light on the Property that materially and adversely affect its operations if this covenant is violated. Owner further agrees to avoid any activities which would cause the introduction of continuous or commercially unreasonable amounts of dust onto the Project Facilities.

10.3 Ownership and Mineral Estate. Owner owns all of the fee simple interest in the Property. Except as set forth in Exhibit B hereto, Owner owns all of the oil, gas and other minerals in, on, under or that may be produced from the Property howsoever drilled, mined or produced (the “**Mineral Estate**”). If Grantee determines that any part of the Mineral Estate is not owned, leased or controlled by Owner, then Owner shall cooperate with Grantee’s efforts to obtain non-interference and waiver of surface rights agreements from all persons and entities that have any ownership, royalty or leasehold interest in the Mineral Estate (including cooperating to set aside reserved drills sites and access corridors for such mineral parties at no cost to Grantee). Notwithstanding anything else in this Agreement, after the Effective Date, Owner agrees not to, and to the maximum extent of the law hereby waives Owner’s right to, utilize the surface of the Property to explore for, develop, or produce oil, gas or other minerals from the Mineral Estate underlying the Property, nor enter into any agreement permitting a third party to utilize the surface of the Property to explore for, develop, or produce, oil, gas or other minerals from the Mineral Estate underlying the Property.

10.4 Liens. Except as set forth on Exhibit B hereto, as of the Effective Date, there are no liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions (collectively, “**Liens**”) encumbering or affecting all or any portion of the Property. Owner shall not, without the prior written consent of Grantee, create or permit to be created or to remain, any liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions with respect to the Property or any part thereof. Any such rights granted without Grantee's consent are void ab initio.

10.5 No Third Party Rights. Except as set forth on Exhibit B hereto, there are no currently existing options, rights of refusal, sales contracts, mineral rights requiring substantial use of the surface or other rights in favor of any third parties relating to: (x) the Property or any interest therein and (y) any adjacent property in which Owner possesses an interest of any kind (collectively, “**Third Party Rights**”), that could materially interfere with the development, construction, installation, maintenance or operation by Grantee of Renewable Energy Projects or that allow any party other than Grantee to exploit the Solar Rights, develop a solar energy project or energy storage project or that could adversely affect Grantee's use of the Property or obtaining the benefits intended under this Agreement. For the avoidance of doubt, the preceding portions of this paragraph are not intended to apply to situations in which the Mineral Estate is not owned, leased or controlled by Owner.

10.6 Treatment of Liens; Third Party Rights. If at any time during the Lease Term, any Lien or any Third Party Right is found, exists or is claimed to exist against the Property or any portion thereof, that creates rights superior to those of Grantee, and Grantee determines that the existence, use, operation, implementation or exercise of such Lien or such Third Party Right could reasonably be inconsistent with or delay, interfere with, impair or prevent the exercise of any of Grantee's rights under this Agreement or the financing of the Project, Grantee shall be entitled to seek to obtain a Subordination and Non-Disturbance Agreement (as defined below) from the holder of such Lien or such Third Party Right, and Owner shall use best efforts and diligence in helping Grantee obtain the same at no out-of-pocket expense to Owner. Owner agrees that any right, title or interest created by Owner from and after the Effective Date in favor of or granted to any third party shall be subject and subordinate to: (x) this Agreement and all of Grantee's rights, title and interests created in this Agreement and (y) any and all documents executed or to be executed by and between Grantee and Owner in connection with this Agreement. A “**Subordination and Non-Disturbance Agreement**” shall mean an agreement between Grantee and the holder of a Lien or a Third Party Right that provides that the holder of such Lien or such Third Party Right: (i) subordinates such Lien or such Third Party Right to Grantee's interest under this Agreement; (ii) agrees not to disturb Grantee's possession or rights under this Agreement; (iii) agrees to provide notice of defaults under the Lien or Third Party Right documents to Grantee and agrees to allow Grantee and its lenders a reasonable period of time following such notice to cure such defaults on behalf of Owner and (iv) agrees to comply with such other requirements as may be reasonably required by Grantee or its lenders to ensure the interests of Grantee or its lenders are not interfered with. All Subordination and Non-Disturbance Agreements obtained by Owner pursuant to this Section 10.6 shall be in a form reasonably acceptable to Grantee and Grantee's lenders or other financial parties, if any, and shall be in a form that may be recorded following their execution.

10.7 Hazardous Materials. To the best of Owner's knowledge, as of the Effective Date, there are no Hazardous Materials located on the Property and the Property has not been used for the generation, treatment, storage or disposal of Hazardous Materials, and no underground storage tanks have ever been located on the Property nor are any underground storage tanks presently located on the Property. So long as this Agreement is in place, Owner shall not violate, and shall indemnify Grantee against any violation by Owner or any Owner Party of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials, in, on, under or about the Property, including without limitation any such violation which may have occurred by Owner or any other person prior to the Effective Date. Owner's violation of the foregoing prohibition shall constitute a material breach and default under this Agreement and Owner shall indemnify and hold harmless and defend Grantee from and against any claims, damages, penalties, liabilities or costs caused by or arising out of said violation. In conformance with the requirements of applicable law, Owner shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials by Owner or any Owner Party in, on, under or about the Property.

10.8 No Litigation. Owner is not a party to any, and there are no pending or threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Owner: (i) challenging the validity or propriety of this Agreement and/or transactions contemplated in this Agreement or (ii) which could reasonably be expected to have a material adverse effect on the ownership or operation of the Property or any part thereof or interest therein.

10.9 Consents. Owner shall cooperate with Grantee in the execution and delivery of such consents, estoppel certificates and other documents as a Mortgagee (as defined in Section 12.1), hedge provider, power purchaser, tax equity investor, buyer or title insurance company (collectively, “**Requestor**”) may request, including, without limitation, any instruments required to evidence such Requestor’s rights under this Agreement.

10.10 Requirements of Governmental Agencies; Subdivision of Property. Owner shall assist and fully cooperate with Grantee, so long as Owner is reimbursed for its out-of-pocket expenses, in complying with or obtaining any land use permits and approvals, change of zoning, building permits, development permits, construction permits, subdivision and platting permits, environmental impact reviews or any other approvals required for the financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Renewable Energy Projects (collectively, the “**Permits**”), including execution of applications for such approvals. Owner consents to and authorizes Grantee to sign and file Permits on Owner’s behalf so long as Owner is given a copy of the Permits at least ten (10) days prior to such execution and Owner does not give notice within such ten-day period that Owner believes a portion of such Permit is inaccurate. Grantee may elect to cause the Property to be subdivided so that the area to be leased forms a separate legal parcel. Grantee shall bear the costs of preparing and filing the subdivision plan and obtaining any other required approvals and permits for such subdivision. Owner shall cooperate with Grantee in obtaining such subdivision approval including executing any reasonable and necessary documentation required for such process. Upon completion of the subdivision, the newly subdivided parcel on which the Project Facilities are located shall become the leased parcel and the “Property” under this Agreement; in such event, Grantee and Owner shall execute an amendment to this Agreement with a revised Exhibit A and shall execute and record an amended Memorandum in recordable form under State law describing the new Property.

10.11 Estoppel Certificates. Within ten (10) days of receipt from Grantee or from any existing or proposed Requestor, Owner shall execute an estoppel certificate: (i) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement); (ii) certifying that to the best of Owner’s knowledge there are no uncured events of default under this Agreement (or, if any uncured events of default exist, stating with particularity the nature thereof) and (iii) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Grantee or any Requestor. The failure of Owner to deliver such statement within such time shall be conclusive evidence upon Owner that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Grantee under this Agreement.

10.12 Confidentiality. Owner shall maintain in the strictest confidence, for the benefit of Grantee, all solar data, all information pertaining to the financial terms of or payments under this Agreement, Grantee’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 Grantee, 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 any Owner Party 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. 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 Grantee. Notwithstanding the foregoing, Owner may disclose such information to Owner’s lenders, attorneys, accountants and other personal advisors, any prospective purchaser of the Property or pursuant to lawful process, subpoena or court order; provided that Owner in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the agreement of said party not to disclose the information.

10.13 Waivers. Owner waives any and all rights to seek enforcement of any setbacks and setback requirements, whether imposed by law or by any person or entity, including, without limitation, any setback requirements described in the zoning ordinance of the county in which the Property or said land is located or in any governmental entitlement or permit heretofore or hereafter issued to Grantee, its permitted successor, assign or Affiliate (collectively, “**Setback Requirements**”). Owner further waives any Setback Requirements which may apply

to the installation of Project Facilities on the Property. Further, if so requested by Grantee, its permitted successor, assign, or Affiliate, Owner shall promptly, without demanding additional consideration therefore, execute, and if appropriate cause to be acknowledged and recorded, any setback waiver or other document or instrument required by any governmental authority and to generally cooperate with Grantee in obtaining any such waivers. Owner acknowledges that certain aspects inherent to the operation of the solar and/or energy storage facilities may result in some nuisance, such as visual impacts, possible increased noise levels, possible glare, and other possible effects of electrical generation and transmission including without limitation potential interference with radio, television, telephone, mobile telephone or other electronic devices. Without limiting the grant of easements made in Section 2 of this Agreement, Owner understands and has been informed by Grantee that the Project Facilities on the Property may result in some nuisance, and hereby accepts such nuisance, and Owner waives its right to object to such nuisance provided that Grantee complies with its obligations in this Agreement.

10.14 Road Use. Owner acknowledges Grantee shall be entitled to construct roads, culverts, bridges and related improvements on the Property, and to improve and upgrade any roads, culverts, bridges and related improvements from time to time existing on the Property. Grantee shall have the right to remove fences, gates, cattle guards and any other improvements on structures on the Property which interfere with Grantee's operations. In no event shall Grantee be responsible for any acts or omissions, any removal of fences, roads and other improvements, any damage to the Property, any improvements or other property placed thereon, or any nuisance caused by, any third person who is not a Grantee Party or is not otherwise acting on behalf of Grantee, including any Owner Party. In the event Grantee crosses or cuts an existing fence line, Grantee shall install a temporary brace during construction and as appropriate a fence corner, line brace, cattle guard, and/or gate thereafter which meets commercially reasonable industry standards.

10.15 Caliche Pits. With Owner's consent Grantee may utilize the caliche pits or rock quarries currently located on the Property, if any, for the construction of the roads and the rock product needed for construction of Project Facilities on the Project. If Grantee utilizes caliche from the Property, it may use a rock crusher. Grantee shall pay Owner the fair market price for the caliche used from the Property.

10.16 Water. Grantee may utilize water available from existing water wells on the Property. Grantee may also drill such new water wells on the Property as it concludes are necessary for the Project Activities. All water well drilling activities and use must comply with applicable law and permitting requirements. Upon expiration or termination of this Agreement, Grantee shall not remove any water well then existing on the Property.

10.17 No CRP. Except as otherwise indicated on Exhibit C attached hereto, Owner is not a party to a Conservation Reserve Program contract ("CRP Contract") with the U.S. Department of Agriculture pursuant to 7 C.F.R. Part 1410 regarding the Property. Owner shall not enter into any CRP Contract affecting the Property during the Lease Term. If Grantee determines that any portion of the Property is subject to a CRP Contract, upon request from Grantee, Owner shall immediately cause such CRP Contract to be terminated on or before the Construction Commencement Date at Grantee's cost.

10.18 Property Documents/Review. Within ten (10) days after the Effective Date, Owner shall deliver all documents related to the Property in Owner's possession or control to Grantee for Grantee's review, including, without limitation, copies of the following: reports, site plans, surveys, soil studies, phase one environmental reports, other inspection reports, architectural drawings, plans and specifications, studies, and investigations, government notices or agreements, title policies, commitments and reports, rent rolls, insurance policies, instruments and agreements relating to mineral rights, mineral reservations or conveyances, and mineral leases, agreements regarding third party rights and leases, surveys, loan agreements, lien documents, site assessments, ad valorem property tax applications, agreements, notices, invoices and receipts, appraisals, and any and all notices or correspondence from any governmental authority which indicates that the Property is not in compliance with any applicable ordinance or otherwise addresses any pending or threatened condemnation, planned public improvement, special assessment, or zoning or subdivision change which affects the Property. In addition, Grantee shall have the right to obtain, at Grantee's expense, a current title report relating to the Property to determine the condition of Owner's title and all of the recorded rights of way and easements benefiting or encumbering the Property.

Section 11. Assignment; Right to Encumber; Division of Lease.

11.1 Assignment by Grantee. Owner hereby consents and grants to Grantee the right, on an exclusive or non-exclusive basis, to grant, sell, lease, convey or assign all or a portion of Grantee's interest in the Agreement or the Project Facilities or to grant co-leases (including, without limitation, co-tenancy interests), separate leases, subleases, easements, sub-easements, licenses or similar rights to all or a portion of Grantee's interest in the Agreement or the Project Facilities (collectively "**Assignment**") to one or more persons or entities (collectively "**Assignee**"). No Owner consent shall be required for any change in ownership of Grantee. Owner further hereby consents and grants to Grantee the right, on an exclusive or non-exclusive basis, to encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of Grantee's right, title or interest under this Agreement and/or in any Project Facilities to any Mortgagee as security for the repayment of any indebtedness and/or the performance of any Mortgage. If any additional consent is needed, Owner shall not unreasonably withhold, condition, or delay its consent to any assignment that is not allowed by the preceding portions of this Section 11.1. All Assignees will be subject to all of the obligations, covenants and conditions applicable to the Grantee under this Agreement. Upon Grantee's assignment of its entire interest under this Agreement as to all or any portion of the Property, or as may otherwise be provided in the applicable grant, sale, lease, conveyance or assignment document, Owner shall recognize the Assignee as Grantee's proper successor, the Assignee shall have all of the assigned rights, benefits and obligations of Grantee under and pursuant to this Agreement, and Grantee shall be relieved of all of its obligations relating to the assigned interests under this Agreement that relate to acts or omissions which occur or accrue following the effective date of such grant, sale, lease, conveyance or assignment. Owner shall notify Grantee in writing of any sale, assignment or transfer of any of Owner's interest in the Property, or any part thereof. Until Grantee receives such notice, Grantee shall have no duty to any successor Owner, and Grantee shall not be in default under this Agreement if it continues to make all payments to the original Owner before Grantee receives such notice of sale, assignment or transfer.

11.2. Notice to Owner. Following an assignment or the granting of a Mortgage as contemplated by Section 11.1, Grantee or the Mortgagee will give notice of the same (including the address of the Mortgagee for notice purposes) to Owner; provided, however, that the failure to give such notice shall not constitute a default but rather shall only have the effect of not binding Owner hereunder with respect to such Mortgagee until such notice is given. Any Assignment by Grantee of its interests in this Agreement shall release Grantee from all obligations accruing after the date that liability for such obligations is assumed by Assignee. If Grantee ever has one or more tax equity investors (collectively, a "**Tax Equity Investor**") as part of its ownership structure, Grantee may give notice of the Tax Equity Investor and its address to Owner; provided, however, that the failure to give such notice shall not constitute a default but rather shall only have the effect of not binding Owner hereunder with respect to such Tax Equity Investor until such notice is given. As a precondition to exercising any rights or remedies as a result of any alleged default by Grantee or Assignee, Owner shall give written notice of the default to each Tax Equity Investor concurrently with delivery of such notice to Grantee or Assignee, as applicable, specifying in detail the alleged event of default; provided however that Grantee shall have provided Owner with a current address for Tax Equity Investor.

11.3 Cure. Each Assignee that holds a partial interest in, or a sublease under this Agreement, shall have the same amount of time following delivery of written notice of such default, to cure said default as is given to Grantee pursuant to this Agreement. If Grantee or an Assignee holds an interest in less than all of this Agreement, the Property or the Project Facilities, any default under this Agreement shall be deemed remedied, as to Grantee's or such Assignee's partial interest only (and Owner shall not disturb such partial interest), if Grantee or Assignee, as the case may be, shall have cured its pro rata portion of the default by paying the fees attributable to the Agreement, the Property or Project Facilities in which Grantee or the Assignee, as the case may be, holds an interest.

11.4 Division into Separate Agreements. Grantee may divide the Property into two (2) or more separate solar and/or energy storage projects or phases of development if such division becomes necessary to further the development of the Project Facilities. If Grantee elects to divide the Property into two (2) or more solar and/or energy storage projects or phases of development, then Owner shall, within twenty (20) days after written request from Grantee, and without demanding any additional consideration, bifurcate this Agreement by entering into and delivering to Grantee new stand-alone Agreements (as many as are necessary for each division) (which shall supersede and replace this Agreement) that provide Grantee with separate leasehold estates in different portions of the Property, as designated by Grantee. Each of such new Agreements shall: (i) 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)), (ii) contain the same terms and conditions as this Agreement (except for any requirements that have been fulfilled by Grantee, any Assignee, or any other person or entity prior to the execution of such new Agreements, and except for any modifications that may be

required to ensure that Grantee's and Owner's respective combined obligations under such new leases do not exceed their respective obligations under this Agreement) and be in a form reasonably acceptable to Grantee and Owner; (iii) be for a term equal to the then-remaining term of this Agreement; (iv) 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 Grantee may designate (but only to the extent permitted in this Agreement); (v) require payment to Owner of only an acreage-proportionate part of the amounts hereof; and (vi) to the extent permitted by law, enjoy the same priority as this Agreement over any lien, encumbrance or other interest against the Property. If Grantee elects to divide the Property into two or more separate leases, one or both of the new leases may provide for the location of: (x) Battery Facilities and/or (y) a Project Substation. The Battery Facility and/or Project Substation rights may appear in two separate leases or in the same lease.

11.5 **Assignments by Owner.** The burdens of this Agreement and other rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Owner and its successors and assigns. Owner shall notify Grantee in writing of any sale, assignment or transfer of any of Owner's interest in the Property, or any part thereof. Until such notice is received, Grantee shall have no duty to any successor owner, and Grantee shall not be in default under this Agreement if it continues to make all payments to the original Owner before notice of sale, assignment or transfer is received. Owner agrees it will not assign the rights to payments due to Owner under this Agreement except to a successor owner of the Property and, in no case, shall Owner sever or attempt to sever the Property's solar rights or interests from the Property's fee title or otherwise convey, assign or transfer or attempt to convey, assign or transfer this Agreement, except to a successor Owner of the Property.

Section 12. Mortgagee Protection. Any Mortgagee of the Property, or any portion of the Property, shall, for so long as its Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the following protections, upon delivery to Owner of notice of its name and address:

12.1 **Mortgagee's Right to Possession, Right to Acquire and Right to Assign.** A 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 Property or any portion thereof and to perform all obligations to be performed by Grantee or Assignee under this Agreement, 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 (a) the pledge, mortgage or hypothecation of Grantee's rights in the Agreement, the Project Facilities, or Grantee or (b) the acquisition of Grantee's or Assignee's leasehold estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure. As used in this Agreement, (i) the term "**Mortgagee**" means any financial institution or other person or entity that from time to time provides secured financing for or otherwise encumbers some or all of Grantee's or an Assignee's interest in the Agreement or Project Facilities, 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, (ii) the term "**Mortgage**" refers to the mortgage, deed of trust or other security interest in this Agreement and/or the Project Facilities given to a Mortgagee in connection with such financing and (iii) the term "**Mortgaged Interest**" refers to the interest in this Agreement and/or the Project Facilities, that is held by the Mortgagee.

12.2 **Notice of Default: Opportunity to Cure.** As a precondition to exercising any rights or remedies as a result of any alleged default by Grantee or Assignee, Owner shall give written notice of the default to each Mortgagee concurrently with delivery of such notice to Grantee or Assignee, as applicable, specifying in detail the alleged event of default; provided, however, that such Mortgagee shall have provided Owner with its current address. In the event the Owner gives such a written notice of default, the following provisions shall apply:

12.2.1 The Mortgagee shall have the same period after receipt of notice of default to remedy the default, or cause the same to be remedied, as is given to Grantee or Assignee, plus, in each instance, the following additional time periods: (i) sixty (60) days after receipt of the notice of default in the event of any Monetary Default (as defined below) and (ii) ninety (90) days after receipt of the notice of default in the event of any Non-Monetary Default (as defined below); provided that such period shall be extended for the time reasonably required to complete such cure, including the time required for the Mortgagee to perfect its right to cure such Non-Monetary Default by obtaining possession of the Property (including possession by a

receiver) or by instituting foreclosure proceedings; provided, further, that the Mortgagee acts with reasonable and continuous diligence. The Mortgagee shall have the absolute right to substitute itself for Grantee or any Assignee and perform the duties of Grantee or any Assignee under this Agreement for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of the Grantee or any Assignee. Owner shall not terminate this Agreement prior to expiration of the cure periods available to a Mortgagee as set forth above or as provided under Section 11 above.

12.2.2 During any period of possession of the Mortgaged Interest by a Mortgagee (or a receiver requested by such Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Mortgagee, the Mortgagee shall pay or cause to be paid the rent and all other monetary charges payable by Grantee or any Assignee under this Agreement which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Grantee's or any Assignee's Mortgaged Interest by the Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Mortgagee or party acquiring title to the Mortgaged Interest shall, as promptly as reasonably possible, commence the cure of all defaults under this Agreement and thereafter diligently process such cure to completion, whereupon Owner's right to terminate this Agreement based upon such defaults shall be deemed waived; provided, however, the Mortgagee or party acquiring title to the Mortgaged Interest shall not be required to cure those non-monetary defaults which are not capable of being cured or performed by such party (collectively, "**Non-Curable Defaults**"). Non-Curable Defaults shall be deemed waived by Owner upon completion of foreclosure proceedings or acquisition of interest in this Agreement by such party.

12.2.3 Any Mortgagee or other party who acquires the Mortgaged Interest pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Grantee or an Assignee by this Agreement incurred or accruing after such party no longer has ownership of the leasehold estate or possession of the Property.

12.2.4 Neither the bankruptcy nor the insolvency of Grantee or any Assignee shall be grounds for terminating this Agreement as long as the rent and all other monetary charges payable by Grantee or Assignee under this Agreement are paid by the Mortgagee in accordance with the terms of this Agreement.

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

12.3 New Agreement to Mortgagee. If this Agreement terminates because of Grantee's or Assignee's default or if the Mortgaged Interest is foreclosed, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, then Owner shall, upon written request from any Mortgagee, enter into a new lease of the Property, on the following terms and conditions:

12.3.1 The terms of the new agreement shall commence on the date of termination, foreclosure or rejection and shall continue for the remainder of the Lease Term of this Agreement, at the same rent and subject to the same terms and conditions set forth in this Agreement. Such new agreement shall be subject to all existing subleases, provided the subtenants are not then in default.

12.3.2 The new agreement shall be executed within thirty (30) days after receipt by Owner of written notice of the Mortgagee's election to enter a new agreement, provided said Mortgagee: (i) pays to Owner all rent and other monetary charges payable by Grantee or Assignee, as applicable, under the terms of this Agreement up to the date of execution of the new agreement, as if this Agreement had not been terminated, foreclosed, rejected or disaffirmed, less the rent and other income actually collected by Owner from subtenants or other occupants of the Property; (ii) performs all other obligations of Grantee and/or Assignee under the terms of this Agreement, to the extent performance is then due and susceptible of being

cured and performed by the Mortgagee; (iii) agrees in writing to timely perform, or cause to be performed, all non-monetary obligations which have not been performed by Grantee or any Assignee and would have accrued under this Agreement up to the date of commencement of the new agreement, except those obligations which constitute Non-Curable Defaults as defined above and (iv) reimburses Owner for Owner's reasonable attorney fees incurred in reviewing the same. Any new agreement granted to Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrance or other interest created by Owner.

12.3.3 At the option of the Mortgagee, the new agreement may be executed by a designee of such Mortgagee without the Mortgagee assuming the burdens and obligations of the designee thereunder.

12.3.4 If more than one Mortgagee makes a written request for a new agreement pursuant hereto, the new agreement shall be delivered to the Mortgagee requesting such new agreement whose Mortgage is prior in lien, and the written request of any other Mortgagee whose lien is subordinate shall be void and of no further force or effect. Owner shall be reimbursed all reasonable expenses incurred in determining whose Mortgage is prior in lien.

12.4 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 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 or release of this Agreement from Grantee or Assignee prior to expiration of the Lease Term without the prior written consent of the Mortgagee. This provision is for the express benefit of and shall be enforceable by such Mortgagee.

12.5 No Waiver. No payment made to Owner by a Mortgagee shall constitute an agreement that such payment was, in fact, due under the terms of this Agreement; and a Mortgagee having made any payment to Owner pursuant to Owner's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment.

12.6 No Merger. There shall be no merger of this Agreement, or of the leasehold estate created by this Agreement, with the fee estate in the Property by reason of the fact that this Agreement or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Property and all persons (including Mortgagee) having an interest in this Agreement or in the estate of Grantee or Assignee shall join in a written instrument effecting such merger and shall duly record the same.

12.7 Third Party Beneficiary. Each Mortgagee is and shall be an express third party beneficiary of the provisions of this Section, and shall be entitled to compel the performance of the obligations of Owner under this Agreement.

12.8 Further Amendments. Provided that no material default in the performance of Grantee's obligations under this Agreement shall have occurred and remain uncured after the expiration of all applicable notice and cure periods, at Grantee's request, Owner shall: (i) amend this Agreement to include any provision that may reasonably be requested by an existing or proposed Mortgagee, or by any entity that is proposing to directly or indirectly acquire any Project and (ii) execute such additional documents as may reasonably be required to evidence such Mortgagee's or other entity's rights hereunder; provided, however, that such amendment shall not materially impair the rights of Owner under this Agreement, or extend the Lease Term of this Agreement beyond the period of time stated in Section 4. Further, Owner shall, within ten (10) days after written notice from Grantee or any existing or proposed Mortgagee, execute and deliver thereto a certificate to the effect that Owner: (i) recognizes a particular entity as a Mortgagee under this Agreement and (ii) will accord to such entity all the rights and privileges of a Mortgagee hereunder.

12.9 Further Amendments to Property Description and/or Depiction. In the event that it is determined that there are any inaccuracies in or changes required to the legal description and/or depiction of the Property contained in Exhibit A, the validity of this Agreement shall not be affected, and, upon the request of Grantee, Owner shall amend the legal description and/or depiction of the Property contained in Exhibit A of this Agreement and in Exhibit A of the Memorandum to reflect the legal description and/or depiction of the Property contained in a title commitment, other title report or survey obtained by Grantee for the Property.

Section 13. Termination.

13.1 Grantee's Right to Terminate. Grantee shall have the right to terminate this Agreement as to all or any part of the Property at any time, effective upon written notice to Owner and each Mortgagee, if any, that holds an unpaid Mortgage at such time. Grantee shall pay Owner all amounts accrued under this Agreement through the date of such termination. In no event shall Owner have a right to seek damages against Grantee with respect to this Agreement solely by reason of its termination excepting only the amounts accrued through the date of such termination. In the event Grantee terminates this Agreement, neither Owner nor Grantee shall have any further rights, liabilities or obligations under this Agreement except for any of same that expressly survive termination of this Agreement.

13.2 Owner's Right to Terminate. Except as qualified by Section 12, Owner shall have the right to terminate this Agreement if: (i) a Monetary Default shall have occurred and remains uncured after all applicable notice and cure periods, (ii) Owner simultaneously notifies Grantee and all Mortgagees and Assignees in writing of the default, which notice sets forth in detail the facts pertaining to the default and (iii) the default shall not have been remedied within sixty (60) days after Grantee receives the written notice, or, if such cure cannot, with the exercise of commercially reasonable diligence, be completed within such period of time, Grantee, has not begun to diligently undertake the cure within the relevant time period or to thereafter prosecute the cure to completion. Owner shall have all rights and remedies available to Owner at law and in equity (except as limited by this Agreement); **provided, however,** that notwithstanding any other provision of this Agreement or any rights or remedies which Owner might otherwise have at law or in equity, with respect to any Non-Monetary Default under this Agreement that is not remedied within the time provided in this Agreement, Owner shall be limited to seeking damages or specific performance; and Owner shall not (and Owner waives the right to) commence any action or proceeding in which termination, cancellation, rescission or reformation of this Agreement is sought as a remedy due to a Non-Monetary Default.

As used in this Agreement, a “**Monetary Default**” means failure to pay when due any rent or other monetary obligation of Grantee or Assignee to Owner under this Agreement; any other event of default is a “**Non-Monetary Default.**”

13.3 Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Grantee shall execute and record a release or quitclaim deed to Owner of all of Grantee's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated; and shall surrender the Property or such portion thereof back to Owner.

13.4 Restoration. Upon any surrender, termination or expiration of this Agreement, Grantee shall, within one hundred eighty (180) days thereafter, commence decommissioning the Project Facilities, which shall include (collectively, the “**Restoration Requirements**”) the restoration of the surface of the Property to a condition reasonably similar to that existing on the Property as of the Effective Date, including: (i) clearing, cleaning and removing from the surface of the Property all above-ground Project Facilities; (ii) for each foundation supporting the Project Facilities, clearing, cleaning and removing the foundation from the Property to a depth of at least three (3) feet below the surface grade of the Property and ensuring that any hole or cavity created by the removal is filled with soil of the same type or a similar type as the predominant soil found on the Property; (iii) for each underground cable, including electrical transmission and collection and communications lines and cables, clearing, cleaning and removing the cables from the Property to a depth of at least three (3) feet below the surface grade of the Property and ensuring that any hole or cavity created by the removal is filled with soil of the same type or a similar type as the predominant soil found on the Property; (iv) only at the request of Owner made in accordance with this Section 13.4, clearing, cleaning and removing any roads installed by Grantee from the Property and ensuring that any hole or cavity created by the removal is filled with soil of the same type or a similar type as the predominant soil found on the Property and (v) only at the request of Owner made in accordance with this Section 13.4, and only if reasonable under the circumstances, removing from the Property all rocks over twelve (12) inches in diameter excavated during the completion of the Restoration Requirements, returning farmland to a tillable state using appropriate methods or reseeding pastureland with native grasses and ensuring that any hole or cavity created during the completion of the Restoration Requirements is filled with soil of the same type or a similar type as the predominant soil found on the Property. Owner must make the request referred to in clauses (iv) and (v) of the immediately preceding sentence not later than one hundred eighty (180) days after the surrender, termination or expiration of this Agreement; if Owner's request is not made before such

date, the Owner shall not be permitted to require the completion of the tasks described in clauses (iv) and (v) of the immediately preceding sentence. Grantee shall use commercially reasonable efforts to complete the Restoration Requirements within eighteen (18) months after it commences decommissioning the Project Facilities. The Owner acknowledges that a return of the Property's topographical contours will not be economically feasible in all cases, but Grantee shall use commercially reasonable efforts to contour the Property back to the condition in which it existed on the Effective Date. Grantee shall not have any obligation to remove any Project Facilities except as required in this Section 13.4; for example, Grantee shall not have any obligation to remove any cables, lines, or conduit which are buried more than three (3) feet below surface grade. Grantee is not required to restore any borrow pits or quarries. During the eighteen (18) month decommissioning period, for purposes of Grantee being able to meet the Restoration Requirements, Owner shall grant to Grantee or any Affiliate, or any other entity designated thereby that is involved or intends to be involved in meeting the Restoration Requirements, recordable and assignable non-exclusive easements on, under, over and across the Property, for access to and from, and ingress to and egress from, the Renewable Energy Projects and Project Facilities, whether the Renewable Energy Projects and Project Facilities are located on the Property or on any other lands. Among other things, such access easements shall contain all of the rights and privileges for access, ingress, egress and roads as are set forth in this Agreement.

13.5 Release. In addition to the rights granted in Section 13.1 herein, Grantee, in its sole discretion, shall have the right, for any reason, to unilaterally release any part of the Property subject to this Agreement effective upon written notice to Owner describing the portion of the Property so released. It is acknowledged and agreed by the Parties that any such release shall accordingly decrease the payments due to Owner pursuant to Section 5 herein. In no event shall Owner have a right to seek damages or claims against Grantee for release of Property pursuant to this Section 13.5.

13.6 Financial Assurance for Restoration Requirements and Alternative to Removal.

13.6.1 In the event Grantee is not required by any state or local jurisdiction with authority over the Project to post security for the removal of the Project Facilities and remediation of the Property as required under this Agreement, then on or by the tenth (10th) anniversary after the Construction Commencement Date, Grantee shall be obligated to obtain and deliver to Owner a bond, letter of credit, parent company guaranty having a minimum investment grade credit rating for the parent company issued by a major domestic credit rating agency, or another form of financial assurance reasonably acceptable to Owner, in any case, in form and substance reasonably satisfactory to Owner and Grantee (the "**Financial Assurance**") securing the performance of Grantee's Restoration Requirements. The Financial Assurance shall be in an amount equal to the estimated amount, if any, by which the cost of completing the Restoration Requirements exceeds the salvage value of the Project Facilities less any portion of the value of the Project Facilities pledged to secure any outstanding Mortgage (as calculated, the "**Net Removal Costs**"). To the extent that the Net Removal Costs are zero (or negative), the Financial Assurance shall not be required, provided, however, that Grantee shall re-evaluate the need for a Financial Assurance every five (5) years after the tenth (10th) anniversary of the Operations Term. The Net Removal Costs shall be calculated by an independent engineer selected by Grantee, and the decision of such independent engineer as to the Net Removal Costs shall be conclusive under this Agreement and binding upon the parties hereto. The cost incurred for obtaining the Financial Assurance and for the services of the independent engineer shall be paid by Grantee.

13.6.2 Every five (5) years after the date that the Financial Assurance is first delivered, Grantee shall obtain an updated calculation of the Net Removal Costs from the independent engineer. Grantee shall adjust the amount of the Financial Assurance (whether by increasing it or decreasing it) to cause the amount of the Financial Assurance to be no less than each new estimate of the Net Removal Costs.

13.6.3 If Grantee fails to timely comply with the Restoration Requirements and such failure remains uncured after all applicable notice and cure periods, then Owner may draw on the Financial Assurance for the purpose of removing the Project Facilities and completing the Restoration Requirements. If Grantee fails to timely comply with the Restoration Requirements and such failure remains uncured after all applicable notice and cure periods, and in the event the Financial Assurance is inadequate to complete the Restoration Requirements or has not been posted, then Owner shall have the right to restore the Property in accordance with the Restoration Requirements, and Owner will have a right to receive reimbursement from Grantee for the costs of complying with the Restoration Requirements.

13.6.4 Once the Financial Assurance is provided, Grantee may not cancel or withdraw the Financial Assurance until the Restoration Requirements have been completed, except that Grantee may replace the Financial Assurance with another form of Financial Assurance acceptable under this Agreement. Notwithstanding the previous sentence, if Grantee commences the process of replacing, upgrading, repowering or otherwise redeveloping the Generating Units on the Property (any such event being an “**Upgrade**”) prior to the tenth (10th) anniversary of the Construction Commencement Date, then Grantee shall not be required to deliver the Financial Assurance until the thirtieth (30th) anniversary of the Construction Commencement Date. If at any time after Grantee has delivered the Financial Assurance Grantee commences an Upgrade, then Grantee shall be permitted to immediately discontinue and withdraw the Financial Assurance until such time as the Financial Assurance is required by this subsection.

Section 14. Easements.

14.1 Grant of Access Easements. Subject to Section 14.5, and upon the request of Grantee, during the Lease Term or the six (6) month period immediately after the Lease Term as contemplated by Section 13.4 to meet the Restoration Requirements, Owner shall grant to Grantee or any Affiliate, or any other entity designated thereby that is involved or intends to be involved in solar power or energy storage development or operation, one or more separate, stand-alone, recordable and assignable non-exclusive easements on, under, over and across the Property, for access to and from, and ingress to and egress from, the Renewable Energy Projects and Project Facilities, whether the Renewable Energy Projects and Project Facilities are located on the Property or on any other lands (each, an “**Access Easement**”). Among other things, such Access Easements shall contain all of the rights and privileges for access, ingress, egress and roads as are set forth in this Agreement.

14.2 Grant of Transmission Easements. Subject to Section 14.5, and upon the request of Grantee, during the Lease Term, Owner shall grant to Grantee, or any Affiliate, or any other entity designated thereby that is involved or intends to be involved in solar power or energy storage development or operation, one or more separate, stand-alone, recordable and assignable exclusive easements on, under, over and across designated portions of the Property for Transmission Facilities, including, without limitation, for Transmission Facilities that benefit Project Facilities located on any other lands (each, a “**Transmission Easement**”). Among other things, such Transmission Easements shall contain all of the rights and privileges for Transmission Facilities as are set forth in this Agreement, and includes the right of access and ingress to and egress from the Transmission Facilities on, under, over and across the Property by means of roads and lanes thereon existing or by such route or routes as Grantee, such holder or any other person or entity may construct from time to time.

14.3 Grant of Facility Easements. Subject to Section 14.5, and upon the request of Grantee during the Lease Term, Owner shall grant to Grantee or any Affiliate, or any other entity designated thereby that is involved or intends to be involved in solar power or energy storage development or operation, one or more separate, stand-alone, recordable and assignable exclusive easements on, under, over and across designated portions of the Property for Project Substation and/or O&M Facilities, including, without limitation, for Project Substation and/or O&M Facilities that benefit Project Facilities and Transmission Facilities located on any other lands (each, a “**Facility Easement**”). Among other things, such Facility Easements shall contain all of the rights and privileges for Project Substation and O&M Facilities as are set forth in this Agreement, including, without limitation, the right of access and ingress to and egress from the Project Substation and/or O&M Facilities on, under, over and across the Property by means of roads and lanes thereon existing or by such route or routes as Grantee, such holder or any other person or entity may construct from time to time.

14.4 Grant of Solar Easement. Subject to Section 14.5, and upon the request of Grantee during the Lease Term, Owner shall grant to Grantee or any Affiliate thereof, or any other entity designated thereby that is involved or intends to be involved in solar power or energy storage development or operation, one or more separate, stand-alone, recordable and assignable exclusive easements on, over, across and above the Property for the use of the solar resources for solar energy purposes (the “**Solar Easement**”).

14.5 Provisions Applicable to all Easements. The following provisions shall apply to each Access Easement, Transmission Easement, Facility Easement and Solar Easement (each, an “**Easement**”), and to the extent applicable shall be incorporated therein:

14.5.1 Each Easement shall be for a term that is coterminous with the Lease Term. Notwithstanding any other provision of this Agreement, no Easement shall be terminable by Owner upon a default under this Agreement, unless there is also an uncured default by the holder of the Easement under such Easement.

14.5.2 Each Easement shall run with the Property and shall inure to the benefit of and be binding upon Owner and the holder of such Easement, and their respective transferees, successors and assigns, and all persons claiming under them.

14.5.3 The holder of each Easement shall have the right, without the need for Owner's consent, and Owner hereby grants consent to Grantee, to freely hypothecate, mortgage, or finance such Easement on an exclusive or non-exclusive basis (including by mortgage, deed of trust or personal property security instrument) to any Mortgagee as security for the repayment of any indebtedness and/or the performance of any Mortgage, grant co-tenancy interests in such Easement, grant sub-easements under such Easement, or sell, convey, lease, assign, mortgage, encumber or transfer such Easement.

14.6 Project Substation. Grantee shall have the right to construct, install, use, replace, relocate, repower, and remove, from time to time, and maintain and operate on the Property, a Project Substation.

14.7 Substations – Utility and/or Battery Operator. Grantee, in its sole discretion and without further act of Owner, shall have the right to grant to the transmitting utility the right to construct, operate and maintain on the Property an electric substation and interconnection and switching facilities, pursuant to a lease or easement agreement used or proposed by the utility. If requested by such utility or Grantee, Owner shall, for no additional consideration other than the fee set in Section 5 and within fifteen (15) days after such request, grant such lease or easement agreement, directly to or with such utility. Grantee and Owner shall cooperate with the transmitting utility to determine a mutually acceptable location for each substation. Grantee may co-locate the Battery Facilities with the Project Substation(s) on the Property (or elsewhere on the Property). In the event an entity other than Grantee owns or operates the Battery Facilities ("**Battery Operator**"), then such Battery Operator shall independently comply with the insurance provisions provided in Section 9.1 for the area occupied by the Battery Facilities.

14.8 Substations – Utility – Purchase or Easement. Upon Grantee's written request, each of Grantee and Owner hereby agree to execute and deliver a purchase option agreement or an easement option agreement, in each case, in form and substance reasonably acceptable to Grantee and Owner. Any such agreement shall be entered into within thirty (30) days after Grantee's written request therefore and shall provide for the option to purchase or obtain an easement, as the case may be, up to 20 acres of the property ("**Substation Property**") for a purchase price of \$14,000 per acre. Notwithstanding the foregoing Grantee may only exercise the rights described in this paragraph if Grantee's transmission service provider, interconnect company or similar service provider requires Grantee to exercise the rights described in this paragraph; provided, further, that any such agreements entered into pursuant to this paragraph shall include any necessary access, transmission line and collection line easements, including, without limitation, any necessary additional easements, all as reasonably determined by Grantee and in such form as reasonably required by Grantee. If Grantee purchases Substation Property as contemplated by this Section 14.8, and thereafter: (a) this Agreement expires or earlier terminates; (b) at the time of such expiration or earlier termination no substation has been built on the Substation Property; (c) Grantee or its successor in interest does not require use of the Substation Property to build a substation that would support any other part of the Project, and (d) Grantee is still the owner of the Substation Property, then Owner shall have a one-time right of first refusal with respect to the Substation Property in accordance with the terms and provisions set forth herein (a "**ROFR**"). If Owner has a ROFR and Grantee receives a bona fide written proposal from a third party for purchase of the Substation Property that Grantee is willing to accept (an "**Offer**"), then Grantee shall deliver a copy of such Offer to Owner (a "**ROFR Notice**"). Owner will have ten (10) days after the ROFR Notice is received or deemed received by Owner in which to deliver to Grantee a written response to the ROFR Notice. Owner shall specify one of the following elections in its response: (i) Owner's rejection of the Offer set forth in the ROFR Notice (either expressly, or Owner shall be deemed to have rejected the Offer if Owner fails to deliver to Grantee a written response to the ROFR Notice within the specified ten (10) day period); or (ii) Owner's election to purchase the Substation Property on the same economic terms, conditions, and provisions as are set forth in the ROFR Notice. If Owner rejects or is deemed to have rejected the Offer described in a ROFR Notice, then Grantee shall be free to negotiate and enter into a purchase agreement with respect to the

Substation Property with a third party. If Owner elects to purchase the Substation Property in accordance with the ROFR Notice, then pursuant to Owner's ROFR as set forth above, the Parties shall enter into a purchase and sale agreement regarding the Substation Property consistent with the terms set forth in the Offer described in the ROFR Notice, together with such other terms and conditions as the parties may negotiate in good faith. Owner hereby acknowledges and agrees that its purchase, if any, of the Substation Property pursuant to the ROFR shall be subject to any then-existing title exceptions of record. Owner shall not have the right to assign the ROFR rights contemplated herein to any successor-in-interest or otherwise.

Section 15. Miscellaneous Provisions

15.1 Memorandum. Owner and Grantee shall execute in recordable form and Grantee shall then record a memorandum of this Agreement (the "**Memorandum**") in the form attached to this Agreement as Exhibit D. Owner consents to the recordation of the interest of an Assignee in the Property. The Memorandum will be recorded in all counties in which the Property is located.

15.2 Notices. All notices or other communications required or permitted by this Agreement, including payments to Owner shall be in writing and shall be deemed given when personally delivered to Owner, Grantee or an Assignee, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Owner:
GARY POLSON
PO BOX 279
WATERVILLE, WA
98858

LYNN POLSON
770 RD N. 5 NW
Waterville, WA 98858

If to Grantee:
Linea Energy Land Holdings LLC
230 California Street, Ste. 303
San Francisco, CA 94111
Attn: Jonathan Vasdekas

Any party may change its address for purposes of this Section 15.2 by giving written notice of such change to the other parties in the manner provided in this Section 15.2.

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

15.4 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. Venue shall be proper in the County where the Property is located. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state courts located in the County in which the Property is situated. 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 waived. In any lawsuit arising out of or in connection with this Agreement, a party that obtains a judgment from the court substantially the same as the judgment sought therein shall be entitled to payment of its reasonable attorneys' fees in connection with the action.

15.5 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 Lease Term of this Agreement or any Easement be longer than, respectively, the longest period permitted by applicable law.

15.6 Tax Credits. If under applicable law the holder of any interest under this Agreement becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at Grantee's option, Owner and Grantee shall amend this Agreement or replace it with a different instrument so as to convert Grantee's interest in the Property to a substantially similar interest that makes Grantee eligible for such tax credit, benefit or incentive; provided, however, that nothing in this Agreement shall entitle Grantee to a fee interest in the Property, diminish Grantee's payment obligations under this Agreement or extend the Lease Term of this Agreement.

15.7 Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

15.8 Cooperation. Owner shall cooperate with Grantee, and its permitted successor, assign or Affiliate, in the conduct of their operations consisting of the Project Facilities, Easements and/or Transmission Facilities, and in otherwise giving effect to the purpose and intent of this Agreement, including, without limitation, in Grantee's or any permitted successor, assign or Affiliate's efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights necessary or convenient in connection with Grantee's Project Facilities, Access Rights and/or Transmission Facilities; and Owner shall promptly upon request, without demanding additional consideration therefore, execute, and, if appropriate, cause to be acknowledged and recorded, any map, application, document or instrument that is reasonably requested by Grantee, its permitted successor, assign or Affiliate in connection therewith. Without limiting the generality of the foregoing, Owner agrees: (a) if requested by Grantee or its permitted successor, assign or Affiliate, to support such application by filing a letter with the appropriate governmental authority in a form reasonably satisfactory to Grantee or its permitted successor, assign or Affiliate and (b) not to oppose, in any way, whether directly or indirectly, any such valid, accurate application or approval at any administrative, judicial or legislative level. Grantee shall indemnify and hold Owner harmless with respect to any such application.

15.9 Relationship. Neither this Agreement nor any other agreements or transactions contemplated in this Agreement shall in any respect be interpreted, deemed or construed as constituting Owner and Grantee as partners or joint venturers, or as creating any partnership, joint venture, association or other relationship other than of landlord and tenant; and Owner and Grantee agree not to make any contrary assertion, contention, claim or counterclaim in any action, suit or other proceeding involving either Owner and/or Grantee or the subject matter of this Agreement.

15.10 Condemnation. If all or part of the Property is proposed to be taken as a result of any action or proceeding in eminent domain, or is proposed to be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain (collectively, a "**Taking**"), Owner shall provide Grantee with reasonable advance notice of any impending proceeding or meeting related to such Taking and shall not in the absence of Grantee settle with the Taking authority or agree on compensation for such Taking. The Agreement shall terminate as to any portion of the Property so condemned or taken (except in the case of a temporary Taking after the duration of which Grantee desires to continue the Agreement, and the Lease Term shall be extended, in such event, by the duration of such temporary Taking). Subject to any applicable law or regulation, if any, any award or other compensation ("**Award**") payable as a consequence of such Taking shall be paid as follows:

15.10.1 **FIRST**, Owner shall be entitled to receive out of the Award the value of Owner's fee interest in the Property, valued as if no Project Facilities were on the Property;

15.10.2 **SECOND**, Grantee shall be entitled to receive out of the Award: (A) the value of the Project Facilities installed on the Property; (B) any other compensation or benefits payable by law as a consequence of the loss or interruption of Grantee's business and the other costs and expenses incurred by Grantee as consequence of the Taking and (C) the remaining present value of Grantee's interest in the Property (determined at the time of the Taking), including the value of Grantee's interests under this Agreement;

15.10.3 **THIRD**, Owner shall be entitled to receive out of the Award, taking into account the leasehold and easement estates created by this Agreement, the estimated amounts that would have been paid by Grantee hereunder; and

15.10.4 **FOURTH**, Owner shall be entitled to any remainder of the Award.

15.11 Captions. The captions used in this Agreement are for convenience only and do not limit or amplify the provisions hereof.

15.12 Joint and Several Liability. The obligations under this Agreement imposed upon Owner shall be joint and several obligations of the individuals or entities comprising Owner.

15.13 Force Majeure. If performance of this Agreement or of any obligation under this Agreement is prevented or substantially restricted or interfered with by reason of an event of “**Force Majeure**” (defined below), the affected party, upon giving notice to the other party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference and the Lease Term shall be extended for the duration of the Force Majeure event; *provided, however*, that nothing in this Section 15.13 shall relieve Grantee of its obligations to pay Development Fees, Construction Fees, or Rent amounts or other monetary obligations payable to Owner pursuant to this Agreement. The affected party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance under this Agreement whenever such causes are removed. “**Force Majeure**” means flood, drought, earthquake, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; war, sabotage, vandalism, the unauthorized cutting of power, transmission or other lines, wires or cables to any of the improvements of the Project Facilities, civil strife or other violence; strikes or labor disputes; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; a Regulatory Suspension (defined below); litigation challenging the validity or content of any permit or approval necessary for the construction or operation of the Project; litigation by Owner, nearby landowners or third party interest groups challenging the validity or content of this Agreement or any aspect of the Project; or any other act or condition beyond the reasonable control of a party hereto. A “**Regulatory Suspension**” shall mean the application of any local, state or federal law, order, rule or regulation which results in the delay, interruption, or suspension of the: (i) construction of the Project or (ii) transmission, production or sale of electricity from the Project.

[Signatures Appear on Following Page]

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

OWNER:

GLP HOLDINGS LLC,
a Washington limited liability company

By: _____
PRINT NAME: _____
PRINT TITLE: _____

STATE OF WASHINGTON)
) SS:
COUNTY OF DOUGLAS)

 This record was acknowledged before me on _____, 202__, by _____, as
_____ of GLP Holdings LLC, a Washington limited liability company.

Dated: _____

[STAMP]

Title of Office: Notary Public
Printed Name: _____
My Commission Expires: _____

OWNER:

LYNN POLSON

DIANE POLSON

STATE OF WASHINGTON)
) SS:
COUNTY OF DOUGLAS)

This record was acknowledged before me on _____, 202__, by Lynn Polson and Diane Polson, a married couple.

Dated: _____

[STAMP]

Title of Office: Notary Public

Printed Name:_____

My Commission Expires:_____



GRANTEE:

LINEA ENERGY LAND HOLDINGS LLC,
a Delaware limited liability company

By: _____
PRINT NAME: _____
PRINT TITLE: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____ by _____,
_____ of Linea Energy Land Holdings LLC, a Delaware limited liability company, on behalf of such
limited liability company.

Dated: _____

[SEAL]

Notary Public State of _____
My commission expires: _____

Schedule 1

Certain Definitions

“Battery Facilities” means utility scale energy storage facilities including storage facilities utilizing battery technology along with all necessary ancillary improvements and equipment providing support or otherwise associated therewith.

“Energy Storage Purposes” means (i) assessing the feasibility of, and if Grantee, without obligation and within its sole discretion, so elects, (ii) erecting, constructing, reconstructing, replacing, relocating, removing, operating, maintaining and using Battery Facilities; such Battery Facilities may be owned and/or operated by Grantee or any affiliate and each of their respective successors and assigns.

“Generating Units” has the meaning given to such term in the definition of Solar Energy Purposes.

“O&M Facilities” means facilities consisting of an operations and maintenance building, equipment and storage yard for purposes of performing operations and maintenance service on Project Facilities, regardless of where located, together with the right to perform all other ancillary activities normally associated with such an operation, including the installation of a well to provide water to such operations and maintenance building.

“Project Activities” has the meaning given to such term in the definition of Solar Energy Purposes.

“Project Facilities” has the meaning given to such term in the definition of Solar Energy Purposes.

“Project Substation” means facilities consisting of one or more substations for electrical collection, to step up the voltage, interconnect to transmission line or lines, and meter electricity, together with the right to perform all other ancillary activities normally associated with such a facility as may be necessary or appropriate to service Project Facilities, regardless where located.

“Solar Energy Purposes” means any and all uses associated with or related to converting solar energy into electrical energy, storing such electrical energy, energy storage, and collecting and transmitting the electrical energy so converted and/or stored, together with any and all activities related to such uses (**“Project Activities”**), including, without limitation: (a) determining the feasibility of energy storage, solar energy conversion and other power generation on the Property, including studies of solar activity, sunlight, measuring available solar resources, studying solar irradiance, sunlight direction and other meteorological data, conducting environmental studies (which may require the extraction of soil samples), habitat and species studies, interconnection studies, conducting title examinations and surveys, and all other testing, studies or sampling required for developing maintaining and operating the Project; (b) constructing, installing, using, replacing, relocating, repowering and removing from time to time, and maintaining and operating, (1) solar-powered electric generating facilities, including but not limited to modules, inverters, cables, foundations, panels, mounting units and all necessary ancillary improvements and equipment providing support or otherwise associated therewith; (2) photovoltaic solar power generating equipment or such other solar-powered generating equipment as determined in Grantee’s commercially reasonable judgment to be used to capture and convert solar radiation to produce electricity (the **“Generating Units”**); (3) electrical transmission, collection and communications lines and cables, electric transformers, switching stations, substations, energy storage facilities, telecommunications equipment, concrete batch plants, power generation facilities to be operated in conjunction with large solar array installations, roads, control buildings, operation and maintenance buildings and yards, construction laydown and staging areas, and related facilities and equipment necessary and/or convenient for the construction, operation and maintenance of the Project; and (4) Battery Facilities (collectively, **“Project Facilities”**, which includes Transmission Facilities (defined below), Generating Units, Battery Facilities (defined above), Project Substations (defined above), and O&M Facilities (defined above)) on the Property or elsewhere; and (c) undertaking any other activities on the Property whether accomplished by Grantee or a third party authorized by Grantee, that Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing. The rights granted to Grantee in this Agreement include, without limitation the easements and related rights described in Section 2 of this Agreement.

“Transmission Facilities” means a line or lines of towers, with such wires and cables as from time to time are suspended therefrom, wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, wires and cables.

EXHIBIT A

Description and Depiction of Property

[Pursuant to the terms of the Agreement and upon request by Grantee, a more particular legal description of the Property shall be added to this Exhibit A]

The following described land located in Douglas County, Washington, containing 1,754.82 acres, more or less:

Parcel 1

Grantor's undivided one-half interest in the following:

The North half of Section 17, Township 26 North, Range 23 East, W.M., Douglas County, Washington.

Tax Parcel No. 26231710000

Parcel 2

Grantor's undivided one-half interest in the following:

The South half of Section 17, Township 26, Range 23, East, W.M., Douglas County, Washington.

Tax Parcel No. 26231730000

Parcel 3

Grantor's undivided one-half interest in the following:

The Southeast Quarter of Section 18, Township 26 North, Range 23 East, W.M., Douglas County, Washington.

Tax Parcel No. 26231840000

Parcel 4

Grantor's undivided one-half interest in the following:

The South half of the Northwest quarter; North half of the Southwest Quarter; West half of the Southwest Quarter of the Northeast Quarter; West half of the Northwest Quarter of the Southeast Quarter, all in Section 5, Township 25 North, Range 22 East of the Willamette Meridian, Douglas County, Washington.

Parcel No. 25220520002

Parcel 5

Grantor's undivided one-half interest in the following:

The Southeast quarter, except roads, in Section 8, Township 25 North, Range 22, E.W.M., Douglas County, Washington.

Parcel No. 25220840000

Parcel 6

Grantor's undivided one-half interest in the following:

The North half of Section 16, Township 25 North, Range 22, EXCEPT Tax 1 therein which is more particularly described as: Commencing at the Southeast corner of the North half of Section 16, Township 25 North, Range 22, E.W.M., Douglas County, Washington North for a distance of 55 feet to the point of beginning; thence West 350 feet; thence North 350 feet; thence East 350 feet; thence South 350 feet to the true point of beginning.

Parcel No. 25221610001

Parcel 7

Grantor's undivided one-half interest in the following:

The West half of Section 9, Except the Southerly 520 feet of the Easterly 466.69 feet, Township 25 North, Range 22, E.W.M., Douglas County, Washington.

Parcel No. 25220920000

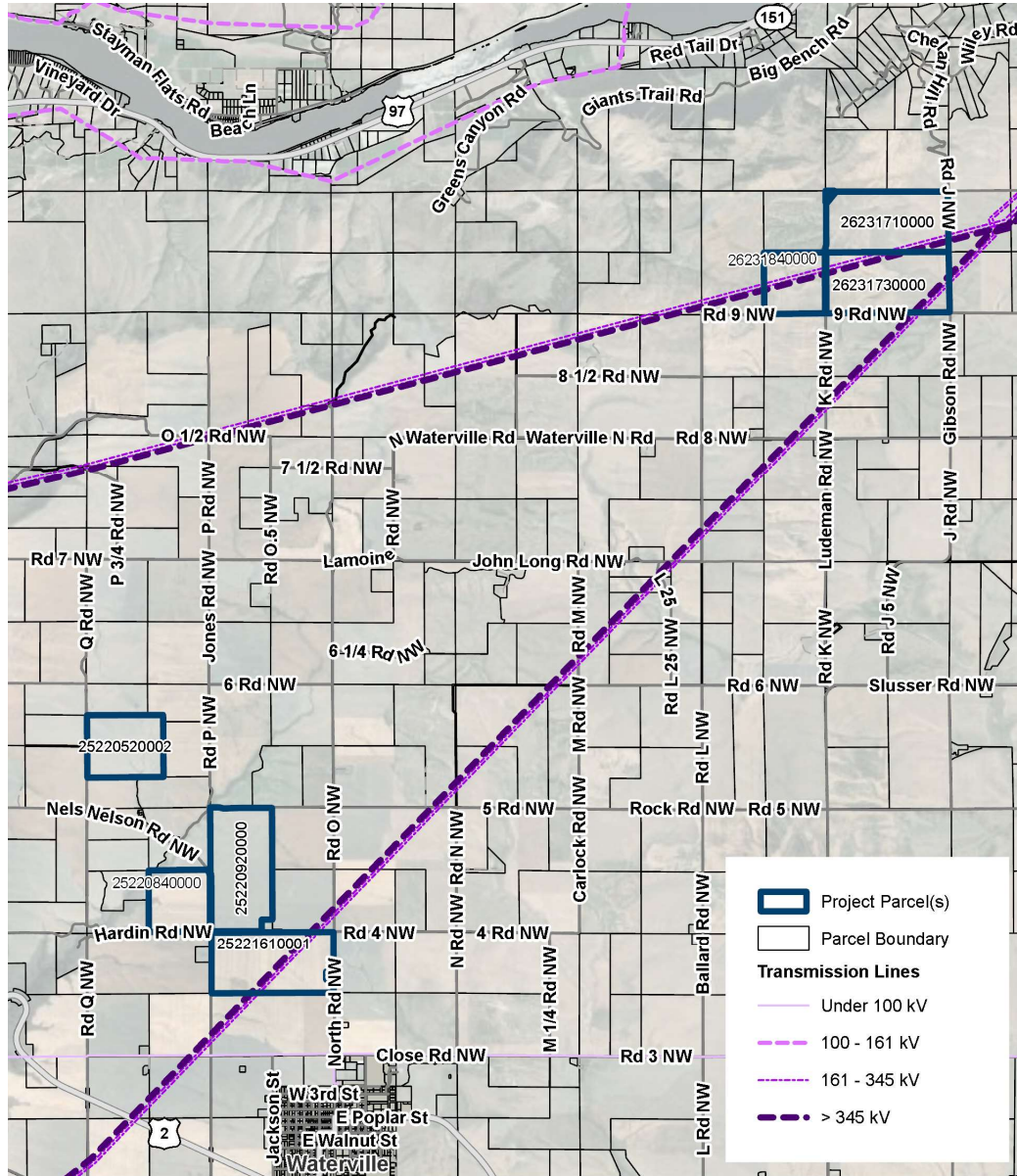


EXHIBIT B

Mineral Interests, Liens and Third Party Rights

If blank, Owner is indicating "none."

1. _____
2. _____
3. _____
4. _____
5. _____

EXHIBIT C

CRP Contracts Affecting the Property

If blank, Owner is indicating “none.”

1. _____
2. _____
3. _____
4. _____
5. _____

EXHIBIT D

Memorandum of Renewable Energy Lease and Easement Agreement

[See Attached]

After Recording Return To:
Linea Energy Land Holdings LLC
230 California Street, Ste. 303
San Francisco, CA 94111
Attn: Jonathan Vasdekas

Space above reserved for Recorder of Deeds Office

Document Title: Memorandum of Renewable Energy Lease and Easement Agreement

Date of Document: _____, 2024

Grantor(s): Lynn and Diane Polson, a married couple, and GLP HOLDINGS LLC, a Washington limited liability company

Grantee(s): LINEA ENERGY LAND HOLDINGS LLC, a Delaware limited liability company

Legal Description: NW ¼ & NE ¼ 17-26-23; SW ¼ & SE ¼ 17-26-23; SW ¼ 27-26-23; Ptn NE ¼ & NW ¼ 16-25-22; SE ¼ 15-25-22; Ptns SE ¼ 24-25-21; SE ¼ 8-25-22 For full legal description, see attached Exhibit A

Assessor's Property Tax Parcel or Account Number: 26231710000, 26231730000, 26231840000, 25221610001, 25220920000, 25220520002, 25220840000

Reference Numbers of Documents Assigned or Released: N/A

MEMORANDUM OF RENEWABLE ENERGY LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF RENEWABLE ENERGY LEASE AND EASEMENT AGREEMENT (this “**Memorandum**”), is made, dated and effective as of _____ (the “**Effective Date**”), between **Lynn Polson and Diane Polson**, a married couple, and **GLP HOLDINGS LLC**, a Washington limited liability company (collectively, “**Owner**”), with an address at PO Box 279 Waterville, WA 98858 and 770 RD N. 5 NW, Waterville, WA 98858 and **LINEA ENERGY LAND HOLDINGS LLC**, a Delaware limited liability company (“**Grantee**”), with an address at 230 California Street, Suite 303, San Francisco, California 94111, with regards to the following:

1. **Renewable Energy Agreement.** Owner and Grantee did enter into that certain Renewable Energy Lease and Easement Agreement of even date herewith (the “**Agreement**”), which affects the real property located in Douglas County, State of Washington, as more particularly described and depicted in Exhibit A attached hereto (the “**Property**”). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

2. **Grant of Rights.** The Agreement grants Grantee an exclusive leasehold interest in the Property, and grants (or shall grant) to Grantee the easements specified; such leasehold and easement rights include, without limitation, (a) the exclusive right to access, relocate and maintain Project Facilities located on the Property; (b) the exclusive right to use the Property for (i) converting solar energy into electrical energy, (ii) storing electricity and (iii) collecting and transmitting the electrical energy so converted or stored; (c) an exclusive easement to capture, use and convert the unobstructed solar resources over and across the Property; (d) an easement and right to prevent measurable diminishment in output due to obstruction of the sunlight across the Property; (e) the right to subjacent and lateral support for the Project Facilities; and (f) the right to undertake any other activities necessary to accomplish the purposes of the Agreement. The Agreement also prohibits Owner from engaging in any activity on the Property that might cause a decrease in the output or efficiency of any of the Project Facilities. Grantee shall have the right to remove any obstructions to the light that materially and adversely affect its operations if this covenant is violated. Owner further agrees to undertake reasonable efforts to prevent, or failing that, to minimize, the introduction of continuous dust onto the Project Facilities.

3. **Term.** The Agreement shall be for an initial Development Term of up to seven (7) years, a subsequent Construction Term of up to two (2) years, a subsequent Initial Operations Term of up to thirty (30) years and two (2) subsequent Extended Operations Terms of up to ten (10) years each. The easements granted pursuant to the Agreement are for a term coterminous with the Agreement.

4. **Rights of Mortgagees.** Pursuant to the Agreement, any Mortgagee of Grantee or Grantee’s assignees has certain rights regarding notice and right to cure any default of Grantee under the Agreement, and the right to take possession of the Property, and to acquire the leasehold estate by foreclosure, as well as other rights as set forth in the Agreement.

5. **Assignment.** Grantee’s rights and obligations under the Agreement shall be assignable without Owner’s prior written consent provided that such assignment is in furtherance of the provisions of the development of the Renewable Energy Project contemplated by the Agreement.

6. **Non-Interference and Setbacks.** To the extent permitted by law Owner has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in the zoning ordinance of the County or in any governmental entitlement or permit heretofore or hereafter issued to Grantee, such Sublessee or such Affiliate. Owner has agreed not to engage in any activity that might cause a decrease in the output or efficiency of any Project Facilities without the prior written consent of Grantee. Owner shall not utilize the surface of the Property to explore for, develop, or produce oil, gas, or other minerals from the Mineral Estate underlying the Property nor enter into any agreement permitting a third party to utilize the surface of the Property to explore for, develop, or produce, oil, gas or other minerals from the Mineral Estate underlying the Property. Grantee shall have the quiet use and enjoyment of the Property in accordance with and subject to the terms of the Agreement, without any interference of any kind by Owner or any person claiming through Owner.

7. No Liens; Subordination. Owner shall not, without the prior written consent of Grantee, create or permit to be created or to remain, any liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions with respect to the Property or any part thereof. Any such rights granted without Grantee's consent are void ab initio. The Agreement provides that from and after its effective date, any right, title or interest created by Owner in favor of or granted to any third party shall be subject and subordinate to (i) the Agreement and all of Grantee's rights, title and interests created thereby, including any and all documents executed or to be executed by and between Grantee and Owner in connection with the Agreement, (ii) any lien of any lender of Grantee's then in existence on the leasehold estate created by the Agreement, and (iii) Grantee's right to create a lien in favor of any lender of Grantee's.

8. Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Grantee executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Grantee's rights thereunder. The terms, conditions and covenants of the Agreement are incorporated in this Memorandum by reference as though fully set forth herein.

9. No Ownership. Owner shall have no ownership, lien, security or other interest in any Project Facilities installed on the Property, or any profits derived therefrom, and Grantee may remove any or all Project Facilities at any time.

10. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[signatures appear on following pages]

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

OWNER:

GLP HOLDINGS LLC,
a Washington limited liability company

By: _____
PRINT NAME: _____
PRINT TITLE: _____

STATE OF WASHINGTON)
) SS:
COUNTY OF DOUGLAS)

 This record was acknowledged before me on _____, 202__, by _____, as
_____ of GLP Holdings LLC, a Washington limited liability company.

Dated: _____

[STAMP]

Title of Office: Notary Public
Printed Name: _____
My Commission Expires: _____

OWNER:

Lynn Polson

Diane Polson

STATE OF WASHINGTON)
) SS:
COUNTY OF DOUGLAS)

This record was acknowledged before me on _____, 202__, by Lynn Polson and Diane Polson, a married couple.

Dated: _____

[STAMP]

Title of Office: Notary Public

Printed Name:_____

My Commission Expires:_____



GRANTEE:

LINEA ENERGY LAND HOLDINGS LLC

By: _____

PRINT NAME: _____

PRINT TITLE: _____

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____ by _____,
_____ of Linea Energy Land Holdings LLC, a Delaware limited liability company, on behalf of such
limited liability company.

Dated: _____

[SEAL]

Notary Public State of _____

My commission expires: _____

Exhibit A to
MEMORANDUM OF RENEWABLE ENERGY LEASE AND EASEMENT AGREEMENT

Description and Depiction of Property

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Parcel No. 25221610001

Parcel 7

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Parcel No. 25220920000

