

AGREEMENT FOR SOLAR ENERGY GROUND LEASE**BASIC TERMS SUMMARY**

Effective Date	The date that this Agreement has been fully executed by both Landlord and Tenant as reflected on the signature page(s).
Landlord	Sameer Gupta & Sanjay Gupta
Tenant	Lanceleaf Solar Project, LLC a Delaware Limited Liability Company registered in Illinois.
Land	The parcel of real property located off Baseline Road in the City of Sugar Grove, Kendall County (the “ County ”), Illinois, Tax ID Number 02-04-100-006.
Premises (<u>Section 2</u>)	Approximately 36.8 acres, consisting of the entirety of the Land, as approximately depicted on <u>Exhibit A</u> attached hereto. The Premises are more particularly described and defined in <u>Section 2</u> .
Initial Diligence Period (<u>Section 3</u>)	Twelve (12) months
Initial Diligence Period Fee (<u>Section 3</u>)	
Extended Diligence Period(s) (<u>Section 3</u>)	One (1) additional 365 day period after the expiration of the Initial Diligence Period (“ First Extended Diligence Period ”); plus one (1) additional 365 day period after the expiration of the First Extended Diligence Period (“ Second Extended Diligence Period ”)
Extended Diligence Period Fee(s) (<u>Section 3</u>)	for the First Extended Diligence Period; for the Second Extended Diligence Period.
Lease Commencement Date (<u>Section 4</u>)	The earlier of: (i) the expiration of the Diligence Period, (ii) the date upon which Tenant begins construction of the System, or (iii) the date upon which Tenant delivers written notice to Landlord electing to commence the Construction Period.
Construction Period (<u>Section 4</u>)	The period commencing on the Lease Commencement Date and expiring at the Operations Date. The Construction Period shall not exceed two (2) years.
Operations Date (<u>Section 4</u>)	The date upon which the System begins generating electrical energy in greater than test quantities.
Initial Term (<u>Section 4</u>)	Twenty (20) years commencing upon the expiration of the Construction Period.

Renewal Terms (<u>Section 4</u>)	Four (4) successive renewal terms of five (5) years each.
Rent (<u>Section 6</u>)	██████████ per Acre (prorated for any fractional Acre) per year, subject to the terms of <u>Section 2</u> .
Rent Escalation Date (<u>Section 6</u>)	The date which is twelve (12) months after the first Rent Payment Date of the Initial Term.
Rent Escalation Percentage (<u>Section 6</u>)	██
Landlord's Notice Address (<u>Section 19</u>)	Sameer Gupta & Sanjay Gupta 3N982 Walt Whitman Road Saint Charles, IL 60175
Tenant's Notice Address (<u>Section 19</u>)	<u>Cultivate Power LLC</u> <u>P.O. Box 14055</u> <u>Chicago, IL 60614</u>

AGREEMENT FOR SOLAR ENERGY GROUND LEASE

THIS AGREEMENT FOR SOLAR ENERGY GROUND LEASE (this “**Agreement**”) is made and entered into by and between Landlord and Tenant, effective as of the Effective Date.

RECITALS

- A. Landlord is the owner of the Land.
- B. Tenant is in the business of developing, siting, operating, and maintaining solar energy generation and transmission facilities and desires to investigate the feasibility of such solar operations on all or a portion of the Land, and to lease the Land following such investigations upon the terms and conditions set out in this Agreement.
- C. Landlord is willing to grant Tenant the right to investigate the feasibility of solar operations on the Land and to lease the Land (or a portion thereof) on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the amounts to be paid to Landlord by Tenant and the other mutual promises and covenants set forth herein, the receipt and sufficiency of which is hereby conclusively established, Landlord and Tenant hereby agree as follows:

1. **Basic Terms Summary.** References in the body of this Agreement to a portion of the Basic Terms Summary (e.g., the defined terms in the left-hand column of the Basic Terms Summary) shall be deemed and construed to incorporate all the terms provided under each such referenced portion of the Basic Terms Summary. References in the Basic Terms Summary to a portion of the body of this Agreement (e.g., Section references in the left-hand column of the Basic Terms Summary) shall be deemed and construed to incorporate all the terms provided under each such referenced portion of the body of this Agreement. Notwithstanding anything set forth above, if there is any inconsistency between the Basic Terms Summary and another portion of this Agreement, the terms of the Basic Terms Summary shall control.

2. Grant by Landlord; Lease; Leased Premises.

(a) Landlord hereby grants to Tenant an exclusive right during the Diligence Period to conduct those activities described in Section 3 below. Landlord hereby agrees to lease the Premises (as defined in Section 2(b) below) to Tenant effective upon the Lease Commencement Date, and Tenant hereby agrees to lease the Premises from Landlord effective upon the Lease Commencement Date, all upon the terms and subject to the conditions set forth herein. The lease of the Premises created by this Agreement (the “Lease”) shall commence immediately upon the Lease Commencement Date. The parties hereby agree that all of the covenants and agreements contained in this Agreement, including, without limitation, the rights, duties, and obligations of the parties during the Diligence Period, touch and concern the Land and are expressly intended to, and shall, be covenants running with the Land. This Agreement shall burden the Land and the Premises and shall run with the Land and the Premises. To the extent any covenant, right, or obligation set out in this Agreement is not enforceable as a covenant running with the land, such provision shall be deemed an equitable servitude.

(b) The “Premises” as used herein shall be an area consisting of the entirety of the Land (such area to be determined in accordance with this Section 2), together with all personal property,

improvements and fixtures located on the Land as of the Effective Date and all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land. The exact size, shape and location of the area of the Land that will comprise the Premises (the "Lease Boundary Line") has not yet been determined, and any maps or depictions which Tenant has shown or will show to Landlord (including, without limitation, Exhibit A attached hereto) are approximations only and are subject to change.

(c) Prior to the expiration of the Construction Period, Tenant shall obtain and deliver to Landlord an ALTA survey consistent with the requirements of Illinois Public Act 100-0781 - 35 ILCS 200/10-740 (the "**Survey**"), which shall set forth and conclusively establish (1) the metes and bounds legal description of the Lease Boundary Line, and (2) the net acreage (the "Acreage", and each such acre, an "Acre") of the Premises, being the total Acreage located within the Lease Boundary Line. The parties agree that (A) the Lease Boundary Line and Acreage set forth in the Survey shall be incorporated into this Agreement as if fully set forth herein without amendment to this Agreement, and (B) the Acreage set forth in the Survey shall be the Acreage used for purposes of computing Rent. Notwithstanding anything to the contrary herein, including the Basic Terms, the Premises and the Acreage shall consist of the entirety of the Land, as determined by the Survey. Landlord acknowledges and agrees that the final Acreage of the Premises as established by the Survey may be less than the approximate acreage of the Premises set forth in the Basic Terms Summary, which would have the effect of reducing the Rent payable under this Agreement. If requested by Tenant, Landlord shall provide written consent to the foregoing or an amendment to this Agreement expressly incorporating the Survey into this Agreement as provided in this Section 2(c).

3. **Diligence Period; Diligence Period Fee.**

(a) The Initial Diligence Period shall commence on the Effective Date. Within thirty (30) days after the Effective Date, Tenant shall pay to Landlord the Initial Diligence Period Fee. Landlord and Tenant acknowledge and agree that the Initial Diligence Period Fee (and the Extended Diligence Period Fees, if applicable) have been bargained for and agreed to as consideration for the Diligence Period (as defined below), Tenant's right to terminate this Agreement pursuant to Section 3(f), and for Landlord's execution and delivery of this Agreement. Such consideration is in addition to and independent of all other consideration provided in this Agreement, and is nonrefundable in all events. If the Lease Commencement Date occurs prior to the end of the Initial Diligence Period, any unamortized portion of the Initial Diligence Period Fee shall be applied against the initial Rent payment. This Section 3(a) shall survive termination of this Agreement.

(b) The Initial Diligence Period shall be automatically extended for each and every Extended Diligence Period (without any action or notice required from Tenant), unless Tenant delivers a Termination Notice (as defined in Section 3(f)) to Landlord prior to the expiration of the Initial Diligence Period or the then applicable Extended Diligence Period. If Tenant has not sent a Termination Notice in accordance with the previous sentence, Tenant shall pay to Landlord the applicable Extended Diligence Period Fee within thirty (30) days after the commencement of each Extended Diligence Period. For the avoidance of doubt, if Tenant delivers a Termination Notice to Landlord prior to expiration of the Initial Diligence Period or any Extended Diligence Period, then no subsequent Extended Diligence Period Fee shall be payable to Landlord for any unexercised Extended Diligence Periods. If the Lease Commencement Date occurs prior to the expiration of any Extended Diligence Period, any unamortized portion of the applicable Extended Diligence Period Fee for such Extended Diligence Period shall be applied against the initial Rent payment. The Initial Diligence Period and the Extended Diligence Periods, if exercised, shall be collectively referred to as the "**Diligence Period**".

(c) During the Diligence Period, Tenant (and its agents, representatives, employees,

contractors, consultants and affiliates) shall be permitted access to the Land, at reasonable times and upon reasonable notice to Landlord, for purposes of conducting (at Tenant's expense) any and all investigations or testing of the Land as Tenant may deem necessary, appropriate or convenient, including without limitation, the surveying or investigation of environmental, soils, biological, cultural, historical, boundary or geotechnical matters. Tenant agrees, at its own expense, to repair any physical damage caused to the Land by Tenant or Tenant's agents, representatives, employees, contractors, consultants or affiliates in connection with such investigations and testing. Tenant is hereby authorized to undertake direct discussions and/or negotiations with any governmental entity or other agency, body or organization that has jurisdiction over the Premises (including, without limitation, any city, county state or federal agency) in regards to the Premises and the Intended Use (as defined in Section 7 below).

(d) Landlord shall provide to Tenant any of the following in Landlord's possession or control, within five (5) days following the Effective Date: (1) any notice of violation of any law or regulation, including zoning laws applicable to the Land, (2) any "Phase I" and other environmental assessment reports regarding the Land, (3) Landlord's most recent survey and title insurance policy relating to the Land, (4) any governmental permits, licenses or approvals for the Land, (5) tax bills, contracts and agreements relating to the Land, and (6) any other surveys, physical condition reports, notices regarding zoning or government action with respect to the Land.

(e) Landlord acknowledges that Tenant may obtain, at Tenant's expense, a title insurance policy insuring Tenant's leasehold interest in the Premises. Landlord agrees to reasonably assist Tenant in obtaining such title policy by supplying any information reasonably requested by the title insurance company in connection with issuing such title policy and to cooperate with Tenant in curing any title defects which may affect Tenant's use of the Premises for the Intended Use.

(f) During the Diligence Period, Tenant may terminate this Agreement and Tenant's right hereunder to lease the Premises, for any reason or no reason, exercisable upon written notice from Tenant to Landlord of its election to terminate (a "**Termination Notice**") delivered on or before the expiration of the Diligence Period (as may be extended pursuant to Section 3(b) above), in which event Landlord and Tenant shall have no further rights or obligations under this Agreement except as otherwise expressly provided in this Agreement.

(g) Landlord shall furnish Tenant with a signed, completed form W-9 on the Effective Date and thereafter within ten (10) days of any event causing a change in any of the information set forth in the previously-delivered W-9, including any transfer or assignment of Landlord's interest in this Agreement. Tenant shall be entitled to delay delivery of Rent or any other payment due under this Agreement, including the Initial Diligence Period Fee, until it receives such W-9.

4. **Lease Term.**

(a) Unless this Agreement is earlier terminated, Tenant's leasehold interest in the Premises shall commence on the Lease Commencement Date and shall continue for the entire Construction Period unless modified or earlier terminated pursuant to the terms hereof. For the avoidance of doubt, the Lease Commencement Date shall not be deemed triggered by: (1) Tenant's due diligence activities on the Premises (including, without limitation, any surveying, soil or environmental testing or similar work) or (2) any work performed by or on behalf of any servicing utility company. Unless the Lease is earlier terminated, the Initial Term shall commence automatically upon the expiration of the Construction Period and shall continue for the entire Initial Term unless modified or earlier terminated pursuant to the terms hereof.

(b) Tenant shall have the option to extend the Initial Term for each of the Renewal Terms by providing Landlord with written notice no later than sixty (60) days prior to the expiration of the Initial Term (or the then-current Renewal Term, as applicable). The Renewal Terms shall be subject to all the terms and provisions of this Agreement. The Construction Period, the Initial Term and any Renewal Terms, if exercised, shall be collectively referred to as the “**Term**”.

5. **Termination of Agreement.**

(a) Without limiting any other termination rights of Tenant as set forth in this Agreement, Tenant shall have the right to terminate this Agreement as to all of the Premises as follows: (i) at any time during the Construction Period, upon Tenant's determination, in Tenant's sole and absolute discretion, that it would not be commercially reasonable to proceed with the construction and operation of the System, or (ii) at any time during the Term pursuant to the failure of any of the following conditions: (i) Tenant's obtaining and maintaining all necessary or required approvals from state, federal and local authorities, (ii) Tenant's obtaining and maintaining any agreement that is necessary for the operation of the System and the sale and delivery of the electricity generated by it, including without limitation an interconnection agreement and power purchase agreement with the applicable utility company, and (iii) Tenant's ability to continuously operate the System and utilize the Premises for the Intended Use. . If this Agreement is terminated as to only a portion of the Premises, this Agreement shall remain in effect as to the remainder of the Premises and the definition of "Premises" shall refer to such remaining acreage.

6. **Rent Commencement; Rent; Payment Schedule; Rent Escalation.**

(a) Tenant's obligation to pay Rent shall commence on the Lease Commencement Date.

(b) Rent shall be payable in advance in semi-annual installments due on each January 15 and July 15 during the Term (each, a “**Rent Payment Date**”); provided, that the first installment of Rent shall be due on the Lease Commencement Date and shall be prorated, on a daily basis, for the period between the Lease Commencement Date and the first Rent Payment Date. If Tenant elects to terminate this Agreement prior to the Lease Commencement Date in accordance with the terms of this Agreement, no Rent shall be due or payable. For the avoidance of doubt, Rent payable for any partial period shall be prorated for the number of days in such partial period.

(c) Beginning on the Rent Escalation Date, and on each anniversary thereafter during the Term, the annual Rent shall increase over the annual Rent payable for the immediately preceding year by the Rent Escalation Percentage.

(d) If any overdue installment of Rent is not received by Landlord within ten (10) days after Landlord provides Tenant written notice of the delinquency, Tenant will pay a late fee to Landlord in the amount of five percent (5%) of the unpaid delinquent Rent amount, and Tenant shall pay interest of one and one-half percent (1.5%) per month on the unpaid balance due from the date of Landlord's notice until the principal and the interest is paid in full.

(e) If the Lease Commencement Date occurs prior to the establishment of the Lease Boundary Line pursuant to Section 2 above, then the Rent payable on and after the Lease Commencement Date until the date that the Lease Boundary Line is established (such period, the “**Interim Rent Period**”) shall be computed based on the approximate acreage of the Premises set forth in the Basic Terms Summary above. Once the Lease Boundary Line is established, the Rent payable on and after such date shall be

computed based on the final Acreage set forth in the Survey (and the Rent shall be increased or decreased accordingly), unless the definition of “Premises” is updated pursuant to Section 5 above. If the Rent is increased as a result of an increase in the final Acreage as set forth in the Survey, Tenant shall make a one-time payment to Landlord on the next Rent Payment Date equal to the difference between (i) the amount of Rent which would have been payable during the Interim Rent Period if computed based on the final Acreage set forth in the Survey, *minus* (ii) the amount of Rent actually paid during the Interim Rent Period. If the Rent is decreased as a result of a decrease in the final Acreage as set forth in the Survey, Tenant shall deduct from the next Rent payment(s) owing to Landlord an amount equal to the difference between (i) the amount of Rent actually paid during the Interim Rent Period, *minus* (ii) the amount of Rent which would have been payable during the Interim Rent Period if computed based on the final Acreage set forth in the Survey.

(f) For purposes of clarification only, Tenant and Landlord acknowledge and agree that Rent shall be determined in accordance with this Section 6 during the entire Term of the Lease, including any Renewal Term, except as updated pursuant to Section 5.

7. **Use and Occupancy.** During the Term, Tenant shall use the Premises for the development, construction, operation, maintenance, repair and replacement of the System (the “**Intended Use**”), including all lawful uses that are incidental or related to, or not inconsistent with, the Intended Use, and/or any other lawful use. The “**System**” shall mean one or more facilities for the generation, collection, conversion, storage, interconnection, transmission and distribution of solar electricity, including, without limitation, solar panels and other components of a solar photovoltaic power array, other facilities for the conversion of solar energy into electricity and the storage of electricity, and related equipment and facilities, including, without limitation, overhead and underground power transmission lines, poles, anchors, support structures, overhead and underground cables (including but not limited to fiber optic cables for communications and data transmission purposes), substations, distribution and interconnection facilities, and associated equipment and appurtenances, and roads, driveways, fences, gates, signage and other security devices, and utility and other improvements, equipment, and facilities servicing or supporting the same. During the Term, Tenant shall comply with all federal, state, county, and municipal laws, ordinances, regulations, and requirements applicable to Tenant’s use of the Premises (collectively, “**Laws**”); provided, however Tenant shall not be responsible for, and Landlord shall retain full responsibility for, any violation of Laws caused by Landlord or by Landlord’s affiliates, officers, employees, agents, contractors, or licensees.

8. **Crops.** During the Diligence Period, but prior to the Lease Commencement Date, Landlord may plant farm crops or enter into a lease for the planting of farm crops on the Premises, subject to the following terms and conditions. Prior to the planting of any farm crops, or commencement of planting activities such as fertilizing, or execution of any farm lease (collectively, “**Farming Activities**”), Landlord shall provide written notice to Tenant thereof, which notice shall include the estimated date(s) for planting and harvesting such crops and the estimated fair market value of the crops once harvested. Tenant shall have sixty (60) days following receipt of such notice to elect one of the following options: (i) cause the Lease Commencement Date to occur at the end of such sixty (60) day period, in which event Landlord shall not commence or permit any Farming Activities, or (ii) allow Landlord to proceed with such Farming Activities, in which event, Tenant shall be entitled to delay the Lease Commencement Date, if necessary, until the date that any crops actually planted on the Premises are harvested; provided, however, Tenant shall at all times have the right to commence construction of the System and pay the owner of any crops actually planted an amount equal to the fair market value of the portion of any harvest-ready crop or agricultural input such as herbicides or fertilizer that cannot reasonably be harvested and sold solely as a result of the construction of the System, less the reasonable cost of harvesting such crops. If Landlord shall fail to comply with the terms of this Section, including, without limitation, by failing to provide written notice to

Tenant prior to commencing any Farming Activities, then Landlord shall be solely responsible and liable for any damage to, or disruption of, such Farming Activities resulting from Tenant's construction of the System, and Tenant shall have no liability for same. In no event shall Landlord (a) plant any farm crops which cannot be fully harvested within one (1) year from the date of planting, and (b) enter into any farm lease which has a term longer than one (1) year. Even if farm crops are planted on the Premises prior to the Lease Commencement Date, Tenant shall nevertheless have the right to enter onto the Premises to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analyses on the Premises as Tenant deems necessary, useful or appropriate. For the avoidance of doubt, this Section 8 shall not apply to timber or timbering activities, which shall be governed exclusively by Section 9 below.

9. **Timber.** During the Diligence Period, but prior to the Lease Commencement Date, if Landlord desires to cut, clear, grub or otherwise remove any timber from the Land (collectively, "**Timbering Activities**"), Landlord shall first send a written request to Tenant, which request shall set forth the area of the Land in which Landlord intends to conduct such proposed Timbering Activities, and Landlord shall provide Tenant with any additional information which Tenant may reasonably request in connection with such proposed Timbering Activities. Landlord shall not proceed with any Timbering Activities unless and until Tenant has provided its prior written approval to such Timbering Activities, and if requested by Tenant, Landlord shall coordinate with Tenant at all times during such Timbering Activities and comply with any procedures, limitations or requirements which Tenant may impose in connection with such Timbering Activities. Following the Lease Commencement Date, Landlord shall not commence any Timbering Activities on or within the Premises and Landlord shall have no right or claim to any timber located therein, it being agreed that Tenant may remove any such timber and retain the proceeds from same.

10. **Tenant's Property.**

(a) The System and its constituent parts, together with any and all improvements or other features constructed on, or personal property installed or placed on the Premises and/or Landlord's adjacent property by or for Tenant, including without limitation, machinery, fixtures, trade fixtures, equipment, racking, inverters, cables, solar panels and other personal property (collectively, "**Tenant's Property**") are personal property within the meaning of Article 9 of the Illinois Uniform Commercial Code found at 810 ILCS 5/9 et seq., or any replacement or successor statute or code (the "**UCC**") regardless of the manner of attachment to the Premises and/or Landlord's adjacent property. Tenant's Property is and shall at all times during the Term be deemed to be the property of Tenant (subject to any Transfer in accordance with Section 26(a)), to be removed at Tenant's expense upon the expiration or earlier termination of the Term in accordance with Section 13. The creation, attachment and perfection of security interests in Tenant's Property shall be governed exclusively by Article 9 of the UCC. For the avoidance of doubt and without limiting the foregoing, Landlord hereby waives any lien, security interest, rights to levy, distraint, possession, landlord's lien and all other claims of any nature that Landlord now has or may hereafter have by statute, rule, regulation, common law, agreement or otherwise, in and to Tenant's Property, if any, and Landlord shall not cause the creation of, or attachment to, Tenant's Property of any liens (including mechanics' and judgment liens) or other encumbrances. For the avoidance of doubt, Landlord is not responsible for payment of any personal property taxes assessed on Tenant's Property. Landlord further agrees to notify any purchaser of the Land and any subsequent mortgagee or other encumbrance holder of the existence of the foregoing waiver of Landlord's lien rights, which shall be binding upon the executors, administrators, successors and transferees of Landlord, and shall inure to the benefit of the successors and assigns of Tenant and any Additional Notice Party (as defined in Section 27).

11. **Utilities; Maintenance.** During the Term, (a) Tenant shall arrange and pay for all public utility services used on the Premises by Tenant, and (b) Tenant shall be responsible for the repair and

maintenance of the entire Premises.

12. **Alterations and Construction Rights.** During the Term, Tenant may, at its expense and without the consent of Landlord, remove and/or alter any existing improvements on the Premises, and make any alterations, additions, improvements and changes to the Premises that Tenant deems reasonably necessary in the operation of its business and the Intended Use, including, without limitation, installation of the System, fencing, security devices and/or signage, and excavating, grading, leveling or otherwise modifying the Premises; provided, that such alterations, additions, improvements and changes are made in compliance with applicable Laws. Landlord shall sign and deliver all applications and other documents, and shall take all such other actions, as are reasonably requested by Tenant in connection with obtaining any re-zonings, variances or other approvals as Tenant shall deem necessary or desirable in connection with Tenant's operations in the Premises.

13. **Effect of Termination.** Within one (1) year after the expiration or earlier termination of the Term, Tenant shall completely remove all of Tenant's Property and vacate the Premises, and Tenant shall be granted such access and other rights in or to the Land as may be reasonably necessary to allow Tenant to complete the same, and Tenant will continue to pay Rent until it has vacated the Premises as provided for herein. For the avoidance of doubt, Tenant shall have no obligation to restore any improvements demolished and removed from the Premises as permitted under Section 12 and shall not be required to replant any trees or farm crops removed in connection with the construction of the System. If Tenant fails to vacate the Premises in accordance with this Section 13, Landlord shall be entitled to holdover rent in the amount equal to one hundred twenty-five percent (125%) of the Rent for the final year of the Term, prorated on a daily basis, for each day that Tenant fails to so vacate the Premises. Any such holdover shall be construed as a tenancy from month-to-month. This Section 13 shall survive the termination of this Agreement.

14. **Taxes.**

(a) During the Diligence Period, Tenant shall have no obligation to pay any taxes pertaining to the Land including, without limitation, all real estate and ad valorem taxes and assessments imposed or levied on the Land or the Premises through the county assessment process (each, a "Tax", and collectively, "Taxes"), all of which shall remain Landlord's responsibility during the Diligence Period. During the Term, Tenant will be responsible for all real estate and ad valorem taxes and assessments imposed or levied on the Land. Pursuant to Illinois Public Act 100-0781 - 35 ILCS 200/10-745 Tenant and Landlord shall submit the Survey and cooperate to sign any form required by the county assessor's office to allow for the Premises to be treated as a separate tax parcel and shall direct the county assessor to send the tax bill for the Premises to Tenant during the Term, in which case Tenant shall pay such tax bill directly to the taxing authority prior to the same becoming delinquent. Notwithstanding the foregoing, if at any time during the Term for whatever reason, the Premises are not a separate tax parcel and still taxed as part of the Land, Landlord shall provide Tenant with copies of all invoices, bills and notices pertaining to Taxes associated with the Land (collectively, "Tax Bills") within thirty (30) days of Landlord's receipt of any such Tax Bill Tenant shall remit payment directly to the taxing authority for the entire amount of any Taxes as reflected in the Tax Bill, In no event shall Tenant be responsible for any interest and/or penalties arising from Landlord's failure to timely provide Tenant with a copy of such Tax Bill.

(b) Without limiting Section 14(a), if, at any time during the Term, the Premises is not separately assessed and Tenant's use of the Premises results in the revocation of a classification of the Premises as "agricultural land", "forestry land" or similar classification, thereby triggering liability for "rollback" taxes, Tenant shall pay Tenant's Portion of such rollback tax liability, together with any related interest or penalties, other than interest and/or penalties arising from Landlord's failure to timely provide

Tenant with a copy of such Tax Bill.

(c) Upon Tenant's reasonable request, Landlord shall cooperate to take such reasonable actions and do such things as are necessary or desirable to facilitate any action by Tenant to contest any Tax Bill or the assessed value of the property on which they are levied, or to otherwise seek the abatement of Taxes applicable to the Premises. Tenant shall have the right, but not the obligation to pursue any such action, and if the Premises is separately assessed, the benefit of such abatement shall be solely for Tenant's benefit.

(d) Notwithstanding anything contained in this Agreement, (1) Tenant shall not be under any obligation to pay any part of any franchise, excise, estate, inheritance, income or similar tax which is or may become payable by Landlord or which may be imposed against Landlord or against the Rent payable pursuant to the Lease or upon the income or profits of Landlord by reason of any law now in force or later enacted, and (2) in the event the Premises are re-assessed for tax purposes because of transfer of ownership of the Land (or any portion thereof) during the Term, Tenant shall not be responsible for payment of any increase in taxes, charges and assessments attributable to such re-assessment, which increase shall be the sole responsibility of Landlord.

15. **Fire or Other Casualty.** If during the Term, all or part of the Premises or Tenant's Property are damaged by fire, wind, flood, earthquake or other casualty, with the result that, in Tenant's sole and absolute discretion, it would not be commercially or economically reasonable or desirable to repair and restore the Premises and/or Tenant's Property, as applicable, then Tenant may terminate this Agreement and the Lease created hereby by providing Landlord with written notice of the same and vacating the Premises in compliance with Section 13 hereof. Tenant, or its successor in interest, shall be entitled to one hundred percent (100%) of any proceeds from casualty insurance policies maintained by Tenant.

16. **Condemnation.**

(a) If all or part of the Premises and/or Tenant's Property shall be subject to condemnation, the exercise of the power of eminent domain, or other governmental taking (the foregoing, collectively, a "**Taking**") with the result that, in Tenant's sole and absolute discretion, the unaffected portion of the Premises is insufficient or otherwise unsuitable for Tenant's continued use of the Premises for the Intended Use or such other use as existed at the time of the Taking (a "**Total Taking**"), then Tenant may terminate this Agreement by providing Landlord with written notice of the Total Taking, this Agreement shall terminate effective as of the date set forth in such notice, and Tenant shall vacate the Premises in accordance with Section 13.

(b) If a part of the Premises and/or Tenant's Property shall be subject to a Taking that, in Tenant's sole and absolute discretion, does not constitute a Total Taking (a "**Partial Taking**") then (i) concurrently with such Taking this Agreement shall terminate with respect to the affected portion of the Premises, which Tenant shall vacate in accordance with Section 13, (ii) this Agreement shall continue in full force and effect with respect to the unaffected portion of the Premises and (iii) the Acreage shall be reduced for each Acre (or portion thereof) subject to the Taking, and the Rent shall be reduced accordingly as of the date of such Taking. For purposes of clarification only, Tenant shall be entitled to remove Tenant's Property from any portion of the Premises that is subject to a Taking.

(c) Tenant shall have the right but not the obligation to participate in any proceedings with respect to a Taking; in such event Landlord shall cooperate with Tenant to facilitate such participation. Neither Landlord nor Tenant shall enter voluntarily into any binding agreement or settlement related to a Taking without the prior consent of the other party, which consent shall not be unreasonably withheld,

conditioned or delayed.

(d) The proceeds of any Taking shall be apportioned as between Landlord and Tenant as follows: Landlord shall receive an amount equal to the fair market value of the Land subject to the Taking and calculated with reference to the value of the Land for its use as of the Effective Date, but not the improvements constructed or placed by Tenant thereon, and Tenant shall receive such amounts as are necessary to compensate Tenant for the loss of use of the Premises affected by the Taking, including any improvements constructed or placed by Tenant on the Land, and the loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such Taking, including consequential losses.

17. **Default; Remedies.** The failure by a party hereto to perform its obligations under this Agreement, if not remedied within thirty (30) calendar days of written notice of such failure from the other party, or if such failure is not capable of being remedied within thirty (30) days, remedial action is not commenced within such thirty (30) day period and thereafter diligently pursued, shall constitute a default hereunder (a "**Default**"). Following an event of Default, the non-defaulting party may pursue any available remedies at law or in equity, subject to Section 27(b). Notwithstanding the foregoing, the non-defaulting party shall take commercially reasonable measures to mitigate damages resulting from such Default. Tenant may, in its sole and absolute discretion, elect to cure a Default on the part of Landlord, in which case Landlord shall reimburse Tenant for the reasonable and documented out-of-pocket expenses incurred by Tenant in pursuing to cure such Default, and if Landlord fails to reimburse such expenses within thirty (30) days after receipt of an invoice therefor Tenant shall be entitled to offset any unreimbursed expenses against future payments of Rent or other amounts due to Landlord hereunder.

18. **Indemnifications.** Landlord shall indemnify, defend and hold Tenant harmless for, from and against any and all damages or claims caused by Landlord's negligence or willful misconduct, or Landlord's breach of this Agreement, that Tenant may be compelled to pay or defend in connection with this Agreement or Tenant's use of the Premises, except to the extent such damages or claims are directly attributable to the negligence or willful misconduct of Tenant or any of Tenant's agents or employees. Tenant shall indemnify, defend and hold Landlord harmless for, from and against any and all damages or claims caused by Tenant's negligence or willful misconduct, or Tenant's breach of this Agreement, that Landlord may be compelled to pay or defend in connection with this Agreement or Tenant's use of the Premises, except to the extent such damages or claims are directly attributable to the negligence or willful misconduct of Landlord or any of Landlord's agents or employees.

19. **Notices.** All notices, elections, demands, requests, and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts or by email transmission, addressed to the party to be served at the address indicated in the Basic Terms Summary above or at such other address as may hereafter be designated in writing by either party hereto, or by any other method if actually received. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given or delivered.

20. **Easements.** Landlord hereby grants to Tenant during the Term:

- (a) an exclusive easement for light, solar energy resources, access (including vehicular and pedestrian ingress and egress) and utility access over, under and across the Land and all other property owned by Landlord which is adjacent to or in the vicinity of the Land for the open and unobstructed access of the sun to any Tenant's Property on

the Premises and to ensure adequate exposure of Tenant's Property to the sun ("**Solar Easement**"). The Solar Easement shall extend to the entire solar estate existing horizontally three hundred and sixty degrees (360°) from any point where any of Tenant's Property is or may be located at any time from time to time (each such point referred to as a "**Site**") and for a distance from each Site to the boundaries of the Land, together vertically through all space located above the surface of the Land, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Land through each Site to each point and on and along such line to the opposite exterior boundary of the Land ("**Solar Estate**");

- (b) an easement for any and all encroachments of Tenant's Property onto the Land or any of Landlord's adjacent property; and
- (c) an easement over, under and across the Land and any of Landlord's adjacent property for audio, visual, view, light, flicker, noise, vibration and any other effects attributable to the Intended Use of the Premises.

Without limiting the foregoing, Landlord agrees to execute and deliver any separate easement agreements for the benefit of Tenant, the Premises or the utility to which the System is interconnected (the "**Utility**") as Tenant or the Utility may reasonably request to facilitate the construction, operation and removal of the System, or otherwise in connection with Tenant's or the Utility's use of the Premises during the Term (collectively, the "**Easements**"). Landlord and Tenant (and the Utility, as applicable) shall in good faith establish the location and terms of such Easements within twenty (20) days of the request therefor, and any such Easements shall be confirmed in writing, signed by the parties and recorded in the County records against the Land and/or any property adjacent to or in the vicinity of the Land and shall run with the Lease and the Land and inure to the benefit of Tenant (or the Utility, as applicable) and its transferees, successors and assigns hereunder, including any Additional Notice Party. Except the Solar Easement, all easements and related rights granted by Landlord in this Agreement to Tenant are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Tenant, and its successors and assigns, as owner of the rights created by such other easements. The easements and other rights granted Tenant by Landlord in this Agreement are independent of any lands or estates or interest in lands, there is no other real property benefiting from such easements and, as between the Premises and other tracts of property on which Tenant may locate the Tenant Property, no tract is considered dominant or servient as to the other.

21. **Non-Disturbance Agreement.** Upon either Party's request, each party shall execute, and shall use commercially reasonable efforts to cause any current beneficiaries of any mortgages/deeds of trust, or any other parties with rights in, or interests secured by Landlord's interest in, the Land or any other property owned by Landlord which is subject to an easement benefiting Tenant (collectively, "**Landlord's Land**"), to enter into an agreement with Tenant confirming that such party will not disturb or extinguish Tenant's interest in Landlord's Land and in this Agreement. Such agreement shall be in form and substance reasonably agreeable to the Parties and any Additional Notice Party (defined in Section 27).

22. **Landlord's Representations and Warranties.**

(a) Landlord hereby represents and warrants to Tenant that: (i) Landlord owns the Land in fee simple, and has all requisite right, power and authority to enter into this Agreement and the Lease, without the consent or joinder of any party not joining in the execution hereof (including spouses);

(ii) the execution of this Agreement and the granting of the Lease to Tenant will not constitute a violation of nor be in conflict with nor constitute a default under any term or provision of any agreement or instrument to which Landlord is a party or by which the Land or any part thereof is bound; (iii) to Landlord's actual knowledge, no hazardous or toxic substances have been released or manufactured, or are present on the Land in amounts in excess of the lawful limit absent a permit, and no underground storage tanks (whether or not abandoned) exist on or under the Land; (iv) Landlord has not received any notice of any pending or threatened Taking, zoning change or legal, regulatory or other noncompliance relating to the Land, or of any possible widening of the streets abutting the Land; (v) to Landlord's actual knowledge, the Land is free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants, and there are no existing liens, mortgages, or deeds of trust encumbering all or any part of the Land; (vi) there are no service or maintenance contracts affecting the Land; (vii) to Landlord's actual knowledge, there are no delinquent or outstanding Taxes, liens or other impositions levied or assessed against the Land; (viii) except for the Lease granted in this Agreement, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Land, whether written or oral, recorded or unrecorded; (ix) Landlord has not made an assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy nor is Landlord a defendant in any ongoing or pending litigation proceedings related to the Land; (x) if Landlord is a limited partnership, trust, limited liability company, corporation or other business entity, Landlord is in good standing under the laws of the state of its incorporation and the state in which the Land is located, and the undersigned representatives of Landlord have full power and authority to execute and deliver this Agreement; (xi) if Landlord is one or more natural persons, except for the spouse identified on the signature page to this Agreement, such natural persons are unmarried, (xii) there is no underground septic system or leach field located upon the Land; (xiii) there are no wells, dry wells, exploration wells or monitoring wells on the Land; (xiv) no person or entity has buried any refuse, construction materials, garbage or any other matter of any kind or nature below the surface of the Land, (xv) the Land does not support or affect any endangered species and is not within an area that is subject to any "environmentally sensitive" or "non-disturbance" designation under any law or zoning ordinance, and (xvi) no portion of the Land includes any archeological site, burial site, artifact or other condition of archeological, tribal or historical significance.

(b) The provisions of this Section 22 will survive the termination or expiration of this Agreement. All of Landlord's representations and warranties contained in this Agreement shall be true as of the Effective Date and shall be subject to any state of facts arising during the duration of this Agreement without the direct or indirect, active or passive, involvement of Landlord.

23. Insurance; Waiver of Claims/Subrogation. During the Term, Tenant shall maintain, or cause to be maintained, insurance on the terms set forth below, at Tenant's cost and expense:

(a) Commercial general liability insurance covering Tenant and System operations, written on "occurrence" policy forms, including coverage for premises/operations, products/completed operations, broad form property damage, blanket contractual liability, and personal injury, with no exclusions for explosion, collapse and underground perils, or fire (including wild fire), with coverage limits of no less than \$1,000,000 for injuries or death to one or more persons or damage to property resulting from any one occurrence, a \$2,000,000 general aggregate, and a products and completed operations liability aggregate limit of not less than \$2,000,000. The commercial general liability policy shall also include a severability of interest clause with no exclusions or limitations on cross liability.

(b) Automobile liability insurance covering Tenant, including coverage for owned, leased, non-owned and hired automobiles for both bodily injury and property damage in accordance with statutory legal requirements, with combined single limits of no less than \$1,000,000 per accident with respect to bodily injury, property damage or death. To the extent Tenant does not own any automobiles,

contingent liability for hired, leased and non-owned automobiles may be obtained through endorsement to the general liability policy required in Section 23(a) above.

(c) Workers' compensation insurance in accordance with statutory requirements at any time in which Tenant has employees, including coverage for employer's liability with a limit of not less than \$1,000,000 and such other forms of insurance which Tenant is required by applicable law to provide for loss resulting from injury, sickness, disability or death of each of their employees.

(d) Umbrella or excess liability insurance with limits of not less than \$5,000,000 per occurrence and annual aggregate (inclusive of the coverage requirements and limits in Sections 23(a), (b) and (c)) covering Tenant and System operations, and with a term concurrent with that of the commercial general liability insurance and automobile liability insurance required in Sections 23(a) and (b) above.

(e) All liability policies required in Sections 23(a), (b), and (d) above that are maintained by Tenant or on behalf of Tenant shall expressly provide that all provisions thereof, except the limits of liability (which shall be applicable to all insureds as a group) shall operate in the same manner as if there were a separate policy covering each such insured and shall not contain an exclusion for cross liability.

(f) Landlord shall be included as additional insureds under the commercial general liability insurance and umbrella/follow form excess insurance required above.

(g) Insurance coverage limits required in this Agreement in no way serve as a limitation of Tenant's insurance carrier(s)' legal liability.

(h) Upon Landlord's request, Tenant will promptly furnish Landlord with certificates of insurance evidencing the insurance required to be maintained under this Section 23.

(i) Landlord and Tenant each hereby waives any right of recovery against the other and the authorized representatives of the other for any loss or damage that is covered or required by this Agreement to be covered by any policy of insurance maintained with respect to the Land, the Premises or any operations therein, even though such loss or damage might have been occasioned by the negligence of such party. Each party shall cause its insurers issuing insurance policies relating to this Agreement, the Land, the Premises or the System to provide that such insurers waive all right of recovery by way of subrogation against the other party in connection with any claim, loss or damage covered by such policies.

24. Landlord Covenants. From and after the Effective Date until the expiration or earlier termination of this Agreement:

(a) Landlord shall not, without the prior written consent of Tenant, (i) institute or consent to any rezoning of the Land; (ii) further encumber or suffer to exist the further encumbrance or Transfer of the Land (except as caused by or on behalf of Tenant) except in accordance with Section 26 of this Agreement; or (iii) grant any option, leasehold, easement or any right of any kind, or cause or permit any activities or conditions, that would interfere with Tenant's rights hereunder or impair operation of the System (including, without limitation, by erecting or permitting to be erected any cell towers, water towers, billboards, silos, trees or any other natural or man-made structures to be placed, constructed, or to otherwise exist on any property owned or controlled by Landlord that may diminish the quantity of sunlight that otherwise would reach the Premises or that may cause shade or shadows upon the Premises or any portion thereof, and Landlord shall not emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to insolation on the Premises, or burn or permit the burning of

garbage, plant, shrub, and yard trimmings or other vegetation that could adversely affect insolation levels on the Premises), and, upon written notice from Tenant, Landlord shall promptly remove any existing uses or improvements on any property adjacent to or in the vicinity of the Premises which Tenant reasonably determines will impair Tenant's use of the Premises; (iv) cause or permit the violation of any laws, rules, regulations or ordinances applicable to the Land; or (v) commence (or have commenced against it) any voluntary or involuntarily proceedings in bankruptcy, insolvency or similar proceedings with respect to Landlord.

(b) Landlord shall promptly give Tenant a copy of any notice of any kind received by Landlord regarding the Land or any Taxes.

(c) Landlord shall comply with and perform all of its covenants, agreements and obligations to third parties, including, but not limited to, payment of government property taxes and assessments (to the extent required under this Agreement), and payment and performance of any mortgage or other financing obligations owed to lenders, which affect or relate to the Land.

(d) Landlord shall not permit the discharge of (and shall not itself discharge) any hazardous or toxic substances or materials on the Land or any property of Landlord adjacent to or in the vicinity of the Land.

25. **Memorandum of Agreement.** This Agreement shall not be recorded; however, within five (5) days following Tenant's request, Landlord and Tenant shall execute a memorandum of this Agreement in recordable form, setting forth the following provisions of this Agreement, including, without limitation: (a) all information required by law, (b) restrictions on Transfers, (c) any unexercised Renewal Term options, (d) rights of first offer of Tenant with respect to the Land, (e) the easement rights granted to Tenant hereunder, and (f) such other provisions of this Agreement as the parties may mutually agree to incorporate therein. Tenant shall cause the memorandum of this Agreement to be recorded in the County records against the Land and any other property of Landlord (if applicable).

26. **Assignments; Transfers.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns; provided, that except as set forth below in Section 27, neither Party may assign this Agreement, in whole or in part without the other Party's prior consent; provided further that Tenant may assign its entire interest in this Agreement to any party without Landlord's prior consent (a "**Permitted Transferee**") that (i) expressly assumes in writing all obligations of Tenant under this Agreement arising after the effective date of the assignment, or (ii) is an affiliate of the Tenant. In the case of an assignment to a Permitted Transferee, Tenant shall be released or discharged from all of its covenants and obligations under this Agreement, except such obligations as shall have accrued prior to the effective date of any such assignment or transfer, and Landlord agrees to look solely to the Permitted Transferee for performance of such obligations.

27. **Third Party Protections.** Tenant may pledge, sell, grant and/or assign, mortgage and otherwise transfer (each, a "**Transfer**") this Agreement or Tenant's leasehold interest in the Premises, in whole or in part, without Landlord's prior consent, in connection with the financing or re-financing of Tenant's Property. If Tenant shall notify Landlord in writing of the existence of, and contact information for, any third party (including, without limitation, any tax-credit equity providers) providing debt, equity or other financing (including, but not limited to, tax equity or sale-leaseback or similar financing) to or for the benefit of Tenant, directly or indirectly, whether secured or unsecured (and if secured, whether via a collateral Transfer, mortgage, deed of trust, or otherwise) (any such third party, an "**Additional Notice Party**"), then the following provisions shall apply until such time as Landlord shall receive written confirmation that such Additional Notice Party's interests in this Agreement, the System or the Premises

are released:

(a) Without limiting Section 31, no assignment, amendment, election to terminate or other modification of this Agreement shall be effective unless approved by the Additional Notice Party in writing. In the event Tenant acquires fee ownership of the Land, or in the event of Tenant's voluntary surrender of the leasehold estate, there shall be no merger of the leasehold estate created by this Agreement with the fee without the prior written consent of the Additional Notice Party, which consent may be granted, conditioned or withheld in the Additional Notice Party's sole and absolute discretion.

(b) If any event of Default by Tenant remains uncured following the applicable cure period under Section 17, Landlord shall send written notice of such uncured Default to each Additional Notice Party at the address provided therefor, whereupon the Additional Notice Party shall have an additional thirty (30) days during which it may, in its sole and absolute discretion, cure such Default on Tenant's behalf. Landlord may not pursue any remedy for such Default unless it remains uncured following the expiration of such Additional Notice Party's thirty (30) day cure period. No notice shall be effective against an Additional Notice Party unless and until actually received by such Additional Notice Party. Notwithstanding the foregoing, the aforesaid thirty (30) day cure period shall be extended for the time reasonably required to complete any such cure (not to exceed 180 days), including the time required for any Additional Notice Party to perfect its right to cure any non-monetary default by obtaining possession of the Premises (including possession by a receiver), provided such Additional Notice Party acts with reasonable and continuous diligence.

(c) Neither the bankruptcy nor the insolvency of Tenant shall be grounds for terminating this Agreement as long as the Rent and all other obligations of Tenant hereunder are paid or performed by or on behalf of Tenant or the Additional Notice Party in accordance with the terms of this Agreement.

(d) If this Agreement is terminated pursuant to a Tenant Default, including, but not limited to, any Default not cured by an Additional Notice Party within the cure period allowed therefor, or if this Agreement is terminated pursuant to a rejection or disaffirmance in bankruptcy or other similar proceeding with respect to Landlord or Tenant, then Landlord, or its successor in interest to the Land, if any, shall enter into a new lease with the Additional Notice Party or its nominee (a "**Successor Tenant**") on the same terms as set forth herein, and for a term equal to the then-unelapsed portion of the Term of this Agreement, with an option to extend for any then-remaining Renewal Term(s). From the effective date of the termination, rejection or disaffirmance of this Agreement, to the date of execution and delivery of the new lease, Successor Tenant may use and enjoy the Premises and any easements granted hereunder without hindrance by Landlord or any party claiming by, through, or under Landlord. Such new lease shall be effective as of the date of termination, rejection or disaffirmance of this Agreement and shall have the same priority as this Agreement. If more than one Additional Notice Party makes a request for a new lease pursuant hereto, then unless all such Additional Notice Parties direct otherwise, the new lease shall be delivered to the Additional Notice Party with a security interest in this Agreement which is prior in lien (or, if no such Additional Notice Party has a security interest in this Agreement, the new lease shall be delivered to the Additional Notice Party whose contact information was sent to Landlord (in accordance with the introduction to this Section 27) earliest in time. This Section will survive any termination, rejection or disaffirmance of this Agreement, as described above.

(e) An Additional Notice Party shall have the right, subject to the terms and conditions of this Agreement: (1) to assign its security interest; (2) to enforce its lien and acquire title to the leasehold estate by any lawful means; (3) to take possession of and operate the Tenant's Property, the leasehold estate or any portion thereof and to perform all obligations to be performed by Tenant hereunder, or to cause a

receiver to be appointed to do so; and (4) 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. Landlord's consent shall not be required for the acquisition of the encumbered leasehold estate or subleasehold estate by a third party who acquires the same by or subsequent to foreclosure or assignment in lieu of foreclosure. During any period of possession of the Premises by an Additional Notice Party (or a receiver requested by such Additional Notice Party) and/or during the pendency of any foreclosure proceedings instituted by an Additional Notice Party, the Additional Notice Party shall pay or cause to be paid all other monetary charges payable by Tenant hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Tenant's leasehold estate by the Additional Notice Party 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 and subject to the provisions of this Section 27(c), this Agreement and the Lease created hereby shall continue in full force and effect and the Additional Notice Party or party acquiring title to Tenant's leasehold estate shall, within thirty (30) days, commence the cure of all defaults hereunder, to the extent reasonably susceptible to cure, and thereafter diligently process such cure to completion.

(f) Without limiting the terms of Section 10 above, Landlord recognizes and acknowledges that any claim or claims that an Additional Notice Party has or may have against Tenant's Property are superior to any lien, security interest, or claim of any nature that Landlord now has or may hereafter have in and to Tenant's Property by statute, rule, regulation, common law, agreement or otherwise. Landlord hereby irrevocably agrees and consents to refrain from taking any action to bar, restrain or otherwise prevent an Additional Notice Party from the Premises for the purpose of inspecting the System, Tenant's Property and the Premises.

(g) Landlord agrees to execute and deliver such documents and instruments as may be reasonably requested by an Additional Notice Party or in furtherance of a Transfer related to the financing or re-financing of the System, to allow such Additional Notice Party reasonable means to protect or preserve the System or its collateral interest in this Agreement and the Lease created hereby; provided, that Landlord shall not be required to amend this Agreement in any way that would alter the Term, decrease the Rent or otherwise in any material respect adversely affect the economic benefits to which Landlord is entitled under this Agreement. Each party shall bear its own expenses, including legal expenses, in connection with any request for the execution and delivery of additional documents and instruments in accordance with this Section 27(d).

28. **Estoppel.** Upon the request of either party (or any Additional Notice Party), the non-requesting party shall deliver to the requesting party a certificate setting forth the material terms of this Agreement, the existence of any Default under this Agreement, the date through which Rent has been paid and any amounts on deposit with Landlord, the current Rent rate, and such other reasonable terms requested by the requesting party. The failure by the non-requesting party to respond to such request within ten (10) days shall constitute an event of Default, and in addition, shall result in the deemed acceptance, approval and confirmation of the truth of the matters set forth in the certificate sent with the original request.

29. **Brokerage Commission.** Except as pursuant to a separate agreement between Tenant and Tenant's broker, if any, Landlord and Tenant each represent and warrant to the other that they have not dealt with any real estate agent or broker in connection with this transaction. Landlord and Tenant each hereby indemnify and save the other harmless for, from and against all losses, costs and expenses incurred by reason of a breach of such representation and warranty.

30. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the state in which the Land is located, and any disputes arising from or relating to this Agreement

shall be construed, governed and interpreted and regulated under the laws of such state.

31. **Interpretation; Amendment.** The terms of this Agreement shall not be amended, restated, changed or otherwise modified except in a writing signed by Landlord, Tenant and any Additional Notice Party. If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

32. **Exclusive Control; Quiet Enjoyment.** Throughout the Term, Tenant shall have exclusive control, possession, occupancy, use and management of the Premises, and Landlord shall warrant and defend Tenant's right to quietly hold and enjoy the Premises. Tenant, and its agents, guests, subtenants and designees, and any Additional Notice Party, shall have access to the Premises at all times during the Term, and neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises except as specifically permitted hereunder. For the avoidance of doubt, this Agreement does not convey any subsurface oil, gas, mineral, liquid or other subsurface rights (collectively, “**Mineral Rights**”) to Tenant; provided, however, that Landlord shall not engage in, and shall not permit, any activity, including, without limitation, the extraction of minerals, oil, gas, liquid or other substances, if such activity could, in Tenant's reasonable discretion, impair or adversely affect Tenant's Property or Tenant's use of the Premises. The foregoing sentence shall be a covenant running with the Land binding upon any party owning any interest in or having rights to develop or use such Mineral Rights. To the best knowledge of Landlord, Landlord is the sole owner of the Mineral Rights and Landlord holds good, indefeasible and insurable title to the Mineral Rights.

33. **Waiver.** The waiver by any party of any instance of a breach of any covenant or agreement herein shall not be deemed to constitute waiver of any subsequent breach of the same or any other covenant or agreement under this Agreement.

34. **Nonrecourse.** The parties' obligations under this Agreement (including any actual or alleged Default by a party) do not constitute personal obligations of the individual partners, members, managers, directors, officers, affiliates or shareholders of either party, and neither party shall seek recourse against the individual partners, members, managers, directors, officers, affiliates or shareholders of the other party, or any of its or their personal assets, for the satisfaction of any liability with respect to this Agreement.

35. **Consents; Further Assurances.** Each party shall execute and deliver such further documents and perform such other acts, as may be reasonably necessary to achieve the parties' intent in entering into this Agreement. The parties further agree that, to the extent the consent or approval of either of them is required, requested or appropriate under this Agreement, such consent or approval shall not be unreasonably or unduly withheld, delayed, or conditioned, and except as may otherwise be expressly provided for herein, each party shall bear its own costs and expenses, including legal costs, in connection with such consent or approval.

36. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original once executed and delivered. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile were an original thereof.

37. **Survival.** Upon the expiration or earlier termination of this Agreement in accordance with its terms, this Agreement shall cease to have force and effect, unless the context requires otherwise to

achieve the parties' intent with respect thereto.

38. **First Offer to Lease.** Without limiting Tenant's rights to renew or extend the Term as set forth in this Agreement, Landlord hereby grants to Tenant a right of first offer to lease the Premises for a term commencing at the expiration or termination of this Agreement, as extended, and/or any premises owned by Landlord located adjacent to the Premises. Tenant shall have twenty (20) days after receipt from Landlord of written notice (i) of such expiration or termination, or (ii) that Landlord intends to lease such premises. Tenant shall exercise such right of first offer by delivery of an offer to Landlord of the proposed terms of such lease. If Landlord accepts such terms, Landlord and Tenant shall enter into an amendment of this Agreement extending the Term and incorporating the other economic terms of the proposed lease. Notwithstanding Tenant's failure to exercise such right of first offer on a single occasion, such right of first offer shall be a continuing right throughout the balance of the Term.

39. **First Offer to Purchase.** Without limiting Tenant's rights to renew or extend the Term as set forth in this Agreement, Landlord hereby grants to Tenant a right of first offer to purchase the Premises, or any land of which the Premises is a part, upon the same terms and conditions as contained in any bona fide purchase offer Landlord, or its successors and assigns, may receive prior to the cancellation or termination of this Agreement, as extended. Tenant shall have twenty (20) days after receipt from Landlord of written notice that Landlord intends to sell the Premises (or any land of which the Premises is a part). Tenant shall exercise such option of first offer by delivery to Landlord of proposed terms of sale. If Landlord agrees to such terms, Landlord and Tenant shall enter into a commercially reasonable sale agreement ("Sale Agreement") upon the economic terms of the proposal and the Sale Agreement shall provide that (a) Landlord shall deliver to Tenant a current commitment for an owners title insurance policy issued by a title company acceptable to Tenant committing to insure Tenant in the amount of the purchase price and showing title to be good and marketable fee simple, free and clear of all liens, reservations, easements encumbrances, restrictions of record and encroachments, except such matters approved by Tenant as part of a the Sale Agreement, (b) transfer of title by Landlord to Tenant shall be effected by warranty deed conveying such title, (c) Landlord shall satisfy and remove from title at closing any and all monetary encumbrances, including any mortgage or trust deed, and (d) Tenant shall have no obligations for payment of any brokerage fee in connection with the purchase and if any such payment is due to any party it shall be paid by Landlord. Notwithstanding Tenant's failure to exercise such right of first offer on a single occasion, such right of first offer shall be a continuing right throughout the balance of the Term

40. **Confidentiality.** Landlord agrees to hold all information of Tenant, including, without limitation, the terms of this Agreement, in strict confidence, and will not disclose the same to any person, other than as required by applicable law, rule, or regulation. Landlord acknowledges and stipulates that Tenant may suffer irreparable harm in the event of a breach of this confidentiality agreement, for which Tenant has no adequate remedy at law. Therefore, in addition to all other remedies available pursuant to the terms of this Agreement or at law, Tenant shall have the right to obtain immediate injunctive or other equitable relief upon a breach of this confidentiality agreement by Landlord, without the necessity of giving any notice of such default or opportunity to cure the same.

41. **Attorneys' Fees.** In the event of any dispute under this Agreement, the party against whom any final judgment is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including attorneys' fees, expended or incurred in connection therewith.

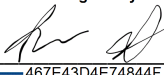
(a) **TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY OTHER**

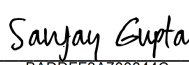
AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

[end of text]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the later of the dates indicated below.

LANDLORD:

DocuSigned by:
By: 
467E43D4E74844F...
Printed Name/Title: Sameer Gupta
Date: 8/21/2023

DocuSigned by:
By: 
BADDF3A700844C...
Printed Name/Title: Sanjay Gupta
Date: 8/21/2023

TENANT:


DocuSigned by:
By: 
1D9BDB5C9F33410...
Printed Name/Title: Noah HYTE
Date: 8/22/2023

Exhibit A

Depiction of the Premises



Parcel number 02-04-100-006