

**BROOKESMITH SOLAR PROJECT
SOLAR EASEMENT AGREEMENT
Summary of Terms**

Key Defined Terms	Description
<i>General Terms</i>	
Lease	The Solar Land Easement Agreement.
Lessor	Huntland Properties, LTD and their successors and assigns, including subsequent Lessors of the Premises.
Lessee	BN Wind Project LLC , a Texas limited liability company, and its successors and assigns wholly-owned by NorthRenew Energy LLC, a Massachusetts limited liability company.
Transaction	Lessor leases to Lessee and Lessee leases from Lessor, the Premises for the testing, evaluation, development, construction, and operation of a solar energy project, in which Lessor grants Lessee the exclusive right to use the Premises for solar energy purposes (the " Solar Easement ").
Project	The solar energy generation facilities to be installed, in part, on the Premises and one or more adjacent and contiguous properties with 250 MW of total estimated direct current nameplate capacity (" MWdc ") and 200 MW of total estimated alternate current nameplate capacity (" MWac ").
Premises	The real property located in the Brown County, Texas owned by Lessor and legally described in <u>Exhibit A</u> attached hereto.
Effective Date	The date upon which the last of the Lessee or Lessor executes the Lease.
Term of Lease	<p>The Term shall begin on the Effective Date, defined as the date upon which the last of the Lessee or Lessor executes the Lease, and shall continue until sixty (60) years after the Effective Date, as per the terms specified herein, and shall consist of the following:</p> <ol style="list-style-type: none"> 1. A Pre-Commencement Date Period which shall be the period between the Effective Date of the Lease and the Commencement Date of the Project, (a/k/a the "Development Period"), which period shall not exceed three (3) years unless Lessee commences payment of the Minimum Rent (as described below); and 2. An Operating Period which shall be the period between the Commencement Date and the earlier of termination of Lease or last day of the Term.
Commencement Date	The day on which Lessee's Project commences Commercial Operation.
Commercial Operation	The date on which Lessee begins the sale of electrical output from the Project as a whole in commercial quantities.
<i>Payment Terms</i>	
Effective Date Payment	<p><u>Amount:</u> One Thousand Dollars (\$1,000.00)</p> <p><u>Timing:</u> One-time payment within 10 days of i) execution of this Lease, ii) Lessor delivery to Lessee of a completed and signed W-9, and iii) recordation of the executed memorandum of lease as set forth <u>Exhibit B</u> herein.</p>
Pre-Commencement Date Period Rent	<u>Amount:</u> An amount during the Pre-Commencement Date Period equal

	<p>to Five Thousand Dollars (\$5,000) per year.</p> <p><u>Timing:</u> Annually beginning the First Anniversary of the Effective Date until the Commencement Date with the final payment pro-rata if applicable.</p>						
Minimum Rent	<p><u>Amount:</u> \$3,000 times 70 MW or \$210,000.</p> <p><u>Timing:</u> Payable within thirty (30) days of the third anniversary of the Effective Date and each anniversary thereafter as may be required to extend the Pre-Commencement Date Period up to an additional 10 years.</p>						
Rental Rate	<p><u>Amount:</u> Six Dollars (\$6.00) per acre per year times the number of years between Effective Date and the Commencement Date. In the event Commencement Date occurs more than 5 years after the Effective Date, the Rental Rate will increase to Ten Dollars (\$10.00) per acre per year times the number of years after the 5th year.</p> <p><u>Timing:</u> One-time lump sum payment within 30 days after the Commencement Date.</p>						
Rent Upon Commencement Date	<p><u>Amount:</u> During the Operating Period, Lessee shall pay Lessor annual rent equal to the greater of:</p> <p>(1) royalties ("Royalties") equal to the following percentages of gross revenues from solar power generation by Lessee:</p> <table> <tr> <td>Years 1 to 10:</td> <td>4.50%</td> </tr> <tr> <td>Years 11 to 20:</td> <td>5.50%</td> </tr> <tr> <td>Years 21 & greater:</td> <td>6.50%</td> </tr> </table> <p>And</p> <p>(2) \$3,000 per year per MWac of Alternate Current nameplate capacity of solar panels located on the Premises ("Fixed Rent"), <i>provided however</i>, such amount shall be based on no less than seventy (70) MWac of the total Alternate Current of nameplate capacity on all Premises owned by the Lessor or affiliate;</p> <p><u>Timing:</u> Monthly.</p>	Years 1 to 10:	4.50%	Years 11 to 20:	5.50%	Years 21 & greater:	6.50%
Years 1 to 10:	4.50%						
Years 11 to 20:	5.50%						
Years 21 & greater:	6.50%						
Easement and Setback Rent	<p><u>Amount:</u> If Lessee elects not to construct solar panels on the Premises, Lessor shall receive Four Dollars (\$4) per acre in consideration of a Solar Easement and Setback Waiver.</p> <p><u>Timing:</u> Monthly</p>						
Access Rent	<p><u>Amount:</u> If Lessee elects not to construct solar panels on the Premises but leases the Premises for use of any access road, collection facility or other right-of-way purposes, Lessor shall be paid Two Dollars (\$2.00) per linear foot, not to be less than One Thousand Dollars (\$1,000.00).</p> <p><u>Timing:</u> Monthly</p>						
Road Payments	<p><u>Amount:</u> Eight Thousand Dollars (\$8,000.00) per mile with a minimum payment of Eight Thousand Dollars (\$8,000.00).</p> <p><u>Timing:</u> One-time lump sum payment within 30 days after the completion of the roads.</p>						

Collection Station/Substation	<p><u>Amount:</u> Up to Two Thousand Dollars (\$2,000.00) per acre (prorated to the nearest 1/10 of an acre). Such rent shall be under a separate Collection Station lease.</p> <p><u>Timing:</u> Annually.</p>
Buildings and Distribution and Transmission Lines	<p><u>Amount:</u> Five Thousand (\$5,000) per acre for O&M or power storage buildings</p> <p>Two Dollars (\$2) per linear foot of distribution and transmission lines</p> <p><u>Timing:</u> Lump sum payment due within fifteen (15) days of commencement of construction of each of the structures.</p>
Decommissioning	<p>If no local decommissioning ordinance exists, Lessee shall provide in year 20 of Lease, a Decommissioning Security equal to estimated costs to decommission the Facilities. Lessor shall be provided the right to acquire the Facilities at fair market value at the end of the Term prior to decommissioning by the Lessee.</p>
Information	<p>Lessee shall provide all information as required by Lessor to sufficiently evaluate the Royalties as more fully described herein.</p>

Solar Land Easement

This Solar Land Easement agreement (this "Lease") is made between **Huntland Properties, LTD**, (hereinafter "Lessor"), and **BN Wind Project LLC**, a Texas limited liability company (hereinafter "Lessee"). Lessor and Lessee are referred to individually herein as "Party" and are collectively referred to herein as "Parties."

RECITALS

A. Lessor is the owner of certain real property located in the County of Coleman in the State of Texas more particularly described in Exhibit A attached hereto (the "Premises").

B. Lessee is exploring the possibility of developing, owning and operating a commercial solar energy conversion facility in the County of Coleman, Texas (the "Project").

C. Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee, the Premises for the purposes of investigating, developing, constructing and operating the Project.

D. Lessee desires to obtain certain easements and other rights, and Lessor desires to grant certain easements and other rights, in connection with the lease of the Premises for solar energy purposes.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. Premises

Section 1.1 General.

(a) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises for the sole purpose of evaluating, developing, constructing, installing, replacing, repowering, relocating, operating and maintaining solar panels, supporting structures, foundations and pads, footings, electrical transformers, collection systems and cabling ("**Collection Facilities**"), fixtures, electric distribution and transmission lines, collector lines, communication lines, utility lines, access roads, substations and appurtenant facilities, laydown and related facilities and power storage equipment (collectively, the "**Facilities**") on the Premises to the extent set forth in this Lease and in accordance with applicable law. Lessee shall endeavor to utilize underground electric distribution and transmission lines, collector lines and electric utility lines to the extent underground installations are reasonable, in the sole discretion of Lessee, and in accordance with applicable law, including any applicable local laws.

(b) Lessor hereby grants and conveys to Lessee, for the Term (as defined below), an exclusive, irrevocable easement over, across and on the Premises (the "**Access Easement**") for (i) ingress to and egress from and around the Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time and (ii) evaluating and monitoring solar resources, other metrological and irradiation studies, soil studies, land and environmental surveys and studies and other activities on the Premises related to the evaluation and development of the Facilities or the Project (the "**Development Activities**"). The Access Easement shall

include the right to improve existing roads and lanes, or to build new roads, during the Term (as defined below), and shall inure to the benefit of and be binding upon Lessor and Lessee, as applicable, and their respective heirs, personal representatives, transferees, successors and assigns, and all persons claiming under them. Lessee agrees to minimize disturbances to the Premises, in part by using existing roads, or by making improvements to existing roads whenever reasonably practicable, prior to constructing new roads on the Premises. Lessee agrees that any access roads constructed by Lessee shall not exceed 60 feet in width unless deemed necessary by Lessee; provided, however, should Lessee deem it necessary that a portion of an access road exceed 60 feet in width, for any reason, Lessee will first consult with Lessor before construction of that portion of the access road wider than 60 feet.

(c) Lessee will, in good faith, consult with Lessor on its site development plan and the proposed location of the Facilities prior to construction, and Lessee will consider, in good faith, any suggestions or concerns Lessor may have with the location of the Facilities and shall implement those that, in Lessee's sole discretion, are reasonable and do not negatively impact the Facilities. Lessee shall attempt to minimize any damage to the Premises and minimize any interference with Lessor's activities upon or use of the Premises. Lessee reserves the right to relocate Facilities upon the Premises during the Term (as defined below). Lessee shall restore the original site of the Facilities to a condition reasonably consistent with surrounding geography at the time the site restoration work is undertaken.

(d) Lessor hereby grants and conveys to Lessee an exclusive, irrevocable easement to permit solar panels located on adjacent tracts of land (whether or not owned by Lessor) to overhang the Premises ("**Overhang Easement**").

(e) Lessee shall use good engineering practices to avoid damage to any Lessor's existing drainage tiles on the Premises. Lessee shall, at Lessee's expense, make commercially reasonable repair (including replacement of damaged tile as necessary) of any tile damage on Lessor's Premises caused by Lessee's activities on Lessor's Premises. Lessee's repairs to drainage tiles shall preserve the function of the tile system as it existed prior to Lessee's activities on the Premises.

(f) In the event marketable timber removal would be required for construction of the Facilities, the Lessee and Lessor shall agree on a qualified forester to assess the net value (after any removal, transportation and transaction costs) of the marketable timber to be removed on the Premises (the "**Timber Value**"). Lessee shall pay the Lessor the Timber Value and Lessee shall, at Lessee's expense, be responsible for the removal of timber from the Premises and Lessee shall be entitled to the sale proceeds of such timber.

Section 1.2 Solar Easement.

(a) Lessor hereby grants and conveys to Lessee an exclusive, irrevocable easement on, over, under and across the Premises during the Term (as defined below) for the following purposes (the "**Solar Easement**"): (i) free and unimpeded flow of solar irradiation to any Facilities located on the Premises or on any of the properties utilized by the Lessee for the development, construction, operation or maintenance of the Facilities or the Project and to ensure adequate exposure of the aforementioned Facilities to the free and unimpeded flow of solar irradiation and (ii) prohibiting any obstruction to the free flow of solar irradiation throughout the entire Premises, which shall consist horizontally three hundred and sixty degrees (360°) from any

point where any Solar Facility is or may be located at any time from time to time (each such location referred to as a "Site") and for a distance from each Site to the boundaries of the Premises, together vertically through all space located above the surface of the Premises. Structures and improvements located on the Premises as of the date of this Lease shall be allowed to remain and Lessee may not require their removal. Except as specifically permitted in Section 1.6 herein, Lessor may not place or plant any trees, structures or improvements on the Premises after the date of this Lease which would impede or interfere with the free and unimpeded flow of solar irradiation to any solar panel, unless Lessor has received the prior written approval from Lessee for any such trees, structures or improvements.

(b) As used with respect to the Access Easement, the Solar Easement, the Overhang Easement, and the Collection Facilities Easement, the term "exclusive" shall be deemed to refer to Lessor's agreement not to permit any person other than Lessee, and Lessee's successors and assigns, to use the Premises for solar energy purposes, but shall not be construed as precluding leases and other arrangements that do not conflict or interfere with Lessee's rights under this Lease, including those rights set forth in this Lease.

Section 1.3. Lessee Setback, Setback Waiver and Building Restriction.

(a) Lessee shall meet a setback requirement of i) 200' from any property perimeter line and principal structure, ii) 300' from public road right-of-ways, third-party utility property, communication towers, easement lines and any other structures and iii) 50 feet from all front, rear and side property lines for substations.

(b) Lessor agrees that it will not enforce and hereby waives any rights it may have to enforce any setback requiring any of the Facilities on the Premises or on other property, to be placed beyond a certain distance from property lines of the Premises and/or noise limits requirements applicable to Lessee's installation of any Facilities located on any property, including the Premises, whether leased by the Lessee or otherwise, and whether imposed by permit or by applicable law. Except as provided in the immediately preceding sentence, Lessor acknowledges that it does not waive enforcement of any other applicable laws now or hereafter enacted, with respect to Facilities that are located on Lessor's property or any other Facilities to be placed upon property adjacent to the Premises. Without prior written consent of Lessor, Lessee shall not place any Facilities within (i) one thousand feet (1,000') of any residence existing on the Premises and (ii) two hundred fifty feet (250') of other existing structures on the Premises, including, but not limited to, barns, corrals, or other agricultural-related structures.

(c) Lessor agrees not to construct any dwellings or habitable structures that will be closer than 1,000 feet or more as may be required by applicable law or permit, of any solar panel. Lessor further agrees not to construct any structure that will be closer (in feet) to the solar panel than the product of 20 times the height of the structure proposed by Lessor.

Section 1.4 No Obligation to Construct or Operate Facilities.

Nothing contained in this Lease shall be construed as requiring Lessee to construct or operate the Facilities or continue the operation of the Facilities or any portion thereof, if it is so constructed.

Section 1.5 Release.

Lessee may elect at any time during the Term (as defined below), at its sole discretion, to release any portion of the Premises from the scope of this Lease by executing and delivering to Lessor an amendment to this Lease, quit claim deed, or similar instrument effecting such release. Any such release shall not diminish or otherwise modify the Rent (as defined below) due Lessor without the express written agreement of Lessor and an appropriate amendment to this Lease.

Section 1.6 Lessor Reserved Rights.

(a) Subject to Section 5.2 and Section 6.1 of this Lease, Lessor shall retain the right to use that portion of the Premises not occupied by Facilities, for farming, grazing, timber harvesting, hunting, conservation, recreational activities, residential occupation, or other similar purposes and Lessor shall be entitled to use any private road constructed by Lessee on the Premises for access to the balance of the Premises; provided that Lessor's activities on the Premises shall not adversely impact or interfere with the Facilities as reasonably determined by Lessee.

(b) Notwithstanding the foregoing, if there is any conflict or disagreement between the Parties regarding their respective rights to develop and utilize the Premises, then Lessee's use of the Premises to develop, construct, operate and maintain the Facilities, as permitted in this Lease, shall have first priority.

(c) Subject to Section 1.2 above, Lessee's operation of Facilities shall not unreasonably disturb Lessor's current agricultural use of the Premises. Upon completion of construction, all Premises disturbed by Lessor and not required for continuing operations of the Facilities, shall be restored as best as reasonably possible to a condition reasonably consistent with surrounding geography at the time the site restoration work is undertaken.

(d) Upon notification by Lessee, or anytime thereafter, that no Solar Panels or other supporting facilities will be located on Premises, Lessor may request a full release of the Premises, or any legally divisible portion thereof, from the terms of the Lease, including (i) the Solar Easement restrictions included in Section 1.2 above, and (ii) the Easement and Setback Rent payment obligation specified in Section 3.3(a). Approval of the release of any portion of the Premises from this Lease, shall be at the sole discretion of the Lessee and shall be established through the execution of an amendment to this Lease.

Section 1.7 Collection Facilities

(a) Grant of Collection Facilities Easement. Lessor hereby grants and conveys to Lessee one or more exclusive, irrevocable easements for the construction, operation and maintenance of underground or overhead Collection Facilities including power storage equipment, underground or overhead electric transmission and distribution lines, interconnections and switching stations on, under, over and across designated portions of the Premises ("Collection Facilities Easement"). For the same consideration, Lessor hereby grants to Lessee an option to purchase at the rate of \$2 per linear foot additional Collection Facilities Easements on, under, over and across designated portions of the Premises to serve the Project. Any such additional Collection Facilities Easement shall contain all of the rights and privileges for Facilities as are set forth in this Lease. Collectively, the Access Easement, Solar Easement, Overhang Easement, and Collection Facilities Easement can be referred to herein as "Easement".

(b) Access. Any Collection Facilities Easement shall also include the right of ingress to and egress from the Collection Facilities (whether located on the Premises, on adjacent property or elsewhere), over and along the Premises by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time.

(c) Assignment in Connection with Collection Facilities. In connection with the exercise of the rights of Lessee hereunder and to facilitate Development Activities, Lessee shall have the right to grant to any utility or other duly authorized entity the right to construct, operate and maintain underground or overhead electric transmission and distribution, interconnection and switching facilities on the Premises.

(d) Term; Assignment. The term of any Collection Facilities Easement shall be the same as the Term of the Lease unless terminated by Lessee by written notice to Lessor as set forth herein and shall not expire or be terminable by Lessor under any circumstances, notwithstanding certain termination rights.

During the term of the Lease, Lessee shall have the right to assign or convey all or any portion of any Collection Facilities Easement to any person on an exclusive or nonexclusive basis for solar energy purposes only. Any Collection Facilities Easement shall run with the Premises and inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. At Lessee's option, any Collection Facilities Easement shall survive the assignment of the Lease pursuant to any termination rights herein.

Section 1.8 Hunting

(a) Lessor shall not hunt on the Premises, nor shall Lessor permit any Related Person to hunt on the Premises, during any period during which (i) construction of the Facilities is being undertaken on the Premises or properties adjacent to the Premises, or (ii) construction or improvement of access roads is being undertaken on the Premises, or properties adjacent to the Premises.

(b) Notwithstanding the foregoing, if any member, partner, principal, officer, director, shareholder, predecessor-in-interest, successor-in-interests, employee, agent, heir, representative, contractor, lessee, grantee, licensee, invitee or permittee of Lessor, or any other person or entity that has obtained or hereinafter obtains rights or interest from Lessor (each a "Related Person") wishes to hunt on the Premises, Lessor shall:

(i) waive any and all Claims (as defined below) such Related Person may have against Lessee related to the use of roads constructed on the Premises by Lessee;

(ii) waive any and all Claims such Related Person may have against Lessee not related to roads constructed on this Premises by Lessee, unless such Claims arise out of the gross negligence or intentional act of the Lessee or its agents;

(iii) agree to reimburse Lessee for any and all damage to any of the Facilities;
and

(iv) indemnify and hold Lessee harmless for any loss of or injury to life or limb occurring on the Premises, in each case to the extent caused by the discharge of any firearm or other weapon by such Related Person or by its/their negligence or willful misconduct.

(c) Lessor, and any Related Person desiring to hunt on the Premises, shall provide Lessee no less than one (1) week advance notice of their intention to hunt on the Premises and shall obtain Lessee's consent prior to undertaking hunting activities on the Premises, which consent shall not be unreasonably delayed, conditioned or withheld.

(d) Lessor shall fully cooperate with and assist Lessee in enforcing the foregoing requirements, including (i) notifying each such Related Person of such requirements, and (ii) if any such Related Person fails or refuses to comply with such requirements, taking all such actions reasonably necessary under the circumstances to cause such Related Person to immediately leave the Premises, including notifying Lessee, and at the request of Lessee, lodging complaints with the local authorities and pursuing other legal remedies; provided, however, that any and all costs incurred by Lessor in pursuing such legal remedies shall be paid by Lessee; provided, further, that Lessee shall also have the right to (1) cause any such Related Person to immediately leave the Premises and (2) pursue any legal actions against such Related Person in the name of Lessor.

Section 1.9 Mineral Rights

(a) Definition of Minerals. The term "Minerals" shall mean oil, gas, and other hydrocarbons and non-hydrocarbons produced as components or constituents thereof, coal, asphalt and coalbed gas, and other minerals, including, but not limited to, uranium, thorium, bauxite, iron ore, copper, silver, gold and other types of metallic ores and metallic minerals, granite, limestone, dolomite, sandstone, silica sand, sand, gravel, sand clay gravel, sand and gravel mix, fill sand, flume sand, common and specialty clays and shales.

(b) Third Party Mineral Rights. If Lessor does not own 100% of the Minerals under the Premises, then Lessor will cooperate with Lessee, at no cost to Lessor, in obtaining surface waivers and accommodation agreements from other mineral owners claiming an interest in the Premises. Lessor agrees that to the extent Lessor is capable of doing so, Lessor will require that any new lease or other agreement affecting Minerals on the Premises will expressly provide that the Parties will not conduct any Mineral activities within the areas described in this Section 1.9(c) and will not unreasonably interfere with Lessee's rights under the Lease.

(c) Prohibited Areas. Lessor will not be entitled to use, or authorize the use of, any part of the surface of the Premises located within the greater of any applicable easement or three hundred (300) feet of any existing or proposed solar panel, or within one hundred (100) feet of an existing or proposed collector line, transmission line, or access road for the purpose of exploring, drilling, or mining for Minerals, without the prior written consent of Lessee. For those areas located outside of such prohibited areas, Lessee agrees to cooperate with Lessor to accommodate the exploring, drilling, or mining for Minerals unless such use unreasonably interferes with Lessee's use of the Premises.

ARTICLE II. Lease Term

Section 2.1 Lease Term.

The term of this Lease ("**Term**") shall begin on the Effective Date, defined as the date upon which the last of the Lessee or Lessor executes this Lease, and shall continue until sixty (60) years after the Effective Date. The Term shall consist of i) development period, which shall be the period between the Effective Date and the Commencement Date (as defined below) which period shall not exceed three (3) years unless Lessee commences payment of the Minimum Rent (as described below) (the "**Development Period**"), and ii) operating period, which shall be the period between the Commencement Date and the last day of the Term (the "**Operating Period**") unless terminated earlier or extended by mutual consent of the Parties.

"**Commencement Date**" shall mean the day on which Lessee's Project commences Commercial Operation (as defined below).

"**Commercial Operation**" shall occur on (i) the date on which the commercial operations date is achieved under a power purchase agreement or (ii) if Lessee has not entered into a power purchase agreement, the date on which Lessee begins the sale of electrical output from the Project in commercial quantities exclusive of test energy. Lessee shall provide written notice to Lessor of the commencement of Commercial Operations within thirty (30) days of the occurrence of the Commencement Date.

"**Construction Start Date**" shall occur on the date the final notice to proceed has been issued by the Lessee or sub-contractor thereof as defined in the primary construction contract. For avoidance of doubt, the Construction Start Date shall not be triggered by i) installation of any energy resource assessment devices on the Premises, ii) any pre-construction geotechnical, engineering and design or survey work performed by Lessee or sub-contractor thereof as may be initiated under a limited notice to proceed issuance, or ii) construction activities undertaken on the Premises for the purposes of achieving eligibility to receive Federal investment tax credits.

Section 2.2 Termination of Lease.

The occurrence of any of the following events shall terminate this Lease:

- (a) The expiration of the Term as set forth in Section 2.1;
- (b) The written agreement of the Parties to terminate this Lease;
- (c) An uncured Event of Default by either Party and the election of the non-defaulting Party to terminate the Lease pursuant to Section 9.4;
- (d) Prior to the Commencement Date, Lessee provides Lessor with written notice of its decision to terminate the Lease, or a legally divisible portion thereof, and provides Lessor with an instrument executed by Lessee in recordable form reflecting that termination and Lessee's release of its entire leasehold interest in the Premises (or portion thereof). A partial termination in this manner shall not create liability for costs or payments relating to the terminated portion of the Premises. Termination of Lease pursuant to this Section 2.2(d) shall be effective immediately upon written notice; or

Section 2.3 Survival of Covenants.

The Parties acknowledge that the covenants, conditions, rights and restrictions granted in favor of Lessee pursuant to this Lease including, but not limited to, the Access Easement, Solar Easement, Overhang Easement, Collection Facilities Easement and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger set of facilities serving the Project, with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the Term, and that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease shall not be deemed nominal while any portion of the Facilities or the Project remain operational. Notwithstanding the foregoing, the covenants, conditions, rights and restrictions in favor of Lessee hereunder shall not be deemed to continue, and shall no longer burden Lessor or the Premises, in the event of a rightful termination or expiration of this Lease pursuant to the terms hereof.

ARTICLE III. Rent and Taxes

Section 3.1 Rent Prior to Commencement Date.

(a) Within 10 days of i) the Effective Date, ii) Lessor delivery to Lessee of a completed and signed W-9, and iii) recordation of the executed memorandum of lease as set forth in Exhibit B herein, Lessee shall pay Lessor a one-time payment of One Thousand Dollars (\$1,000.00) ("**Effective Date Payment**") plus;

(b) An amount equal to Five Thousand Dollars (\$5,000.00) per year ("**Pre-Commencement Date Rent**") payable on the first anniversary of the Effective Date and each anniversary thereafter until the Commencement Date plus;

(c) An amount equal to Six Dollars (\$6.00) per acre per year ("**Rental Rate**") between the Effective Date and the Commencement Date payable within thirty (30) days after the Commencement Date.

(d) If Lessee terminates this Lease, Lessee will only be obligated to pay Lessor any amounts due and owing prior to the date of such termination. If Lessee terminates this Lease prior to the date upon which any Pre-Commencement Date Rent would be due and owing, then no such Pre-Commencement Date Rent will be due or owing to Lessor. Upon the occurrence of the Construction Start Date, Lessee shall pay Lessor the prorated amount of the annual Pre-Commencement Date Rent for the time period from the last payment date until the Construction Start Date.

Section 3.2 Rent Upon Commencement Date

(a) Except as provided below, Lessee shall pay Lessor annual rent equal to the greater of:

(1) royalties ("**Royalties**") equal to the following percentages of gross revenues from solar power generation by Lessee:

Years 1 to 10:	4.5%
Years 11 to 20:	5.5%
Years 21 & greater:	6.5%

and

(2) fixed rent ("**Fixed Rent**") equal to Three Thousand Dollars (\$3,000.00) per MWac of Alternate Current nameplate capacity for solar panels located on the Premises, *provided however*, such amount shall be based on no less than seventy (70) MWac of the total Alternate Current of nameplate capacity on all Premises owned by the Lessor or a Lessor affiliate.

"**Gross Revenues**" shall mean the aggregate total revenues received by Lessee during a Lease Year (as defined below) for the sale of the energy and any renewable energy credit, in each case, produced from the solar panels located on the Premises. Gross Revenues shall not include any federal tax, production or other credits received by, or paid to, Lessee by any governmental entity or quasi-governmental entity, or any other federal income tax credits, or any state or local property tax credits or abatements, other than renewable energy credits. In addition, Gross Revenues shall not include i). amounts obtained by Lessee from financing activities, sales, leases, subleases or other dispositions of the Facilities; ii) any proceeds from any lump sum payment or payments to cancel or modify any obligation under any energy or electricity or capacity purchase contract or other contract related to the Project or payment of liquidated or other damages under any energy or electricity or capacity purchase contract related to the Project; iii) any amounts recovered from third parties arising out of the construction, repowering or repair of the Facilities (such as damages for breach of contract or liquidated damages for delays in completion or equipment performance), iv) amounts received as reimbursements or compensation for wheeling costs or other electricity transmission or delivery costs; v) or any proceeds received by Lessee as a result of damage or casualty to the Facilities.

The Royalties or Fixed Rent, as applicable, shall be paid in monthly installments. The first installment of Royalties or Fixed Rent, as applicable, shall be paid by Lessee to Lessor within forty-five (45) days after the next month following the Commencement Date, and subsequent monthly installments of Royalties or Fixed Rent, as may be applicable, shall be due and payable within forty-five (45) days after each successive month during the Term. The period beginning with the Commencement Date and ending on the first following December 31st and each calendar year thereafter during the Term shall each be a "**Lease Year**." The Royalties or Fixed Rent, as may be applicable, for any partial calendar year shall be prorated.

The Lessor shall not be entitled to any form of tax benefits, payments or credits derived from any federal, state or local tax credit or incentive program, including, the Federal Investment Tax Credit.

Section 3.3 Rent Upon Commencement Date – No Solar Panels on Premises

(a) Easement and Setback Rent. If, and only if, Lessee, in its sole discretion, elects not to and does not construct solar panels on the Premises, Lessor shall receive an annual rent of Four Dollars (\$4) per acre in consideration of the Solar Easement, the setback waiver as provided in Section 1.3 hereof and the other rights granted by Lessor to Lessee under this Lease ("**Easement and Setback Rent**").

The Easement and Setback Rent shall be paid in monthly installments. The first pro-rated installment of the Easement and Setback Rent shall be paid by Lessee to Lessor within forty-five (45) days after the first month and subsequent monthly installments shall be due and payable within forty-five (45) days after each successive month during the Term. The Easement and Setback Rent for any partial month shall be prorated, as applicable.

(b) Access Rent. If, and only if, Lessee, in its sole discretion, elects not to and does not construct solar panels on the Premises, but uses the Premises for any access road or other right-of-way or cabling purposes, then Lessee shall pay the Lessor rent in the amount of \$2.00 per linear foot per year, not to be less than One Thousand Dollars (\$1,000.00) per year ("Access Rent"). Such Access Rent shall be calculated on the length in feet of any road, right-of-way and/or cabling easements located on the Premises. In the event the roads, rights-of-way and/or cabling share a right of way, the Access Rent rental calculation shall be made solely on the length of such common right of way, not as two separate fees. The first pro-rated installment of the Access Rent shall be paid by Lessee to Lessor within forty-five (45) days after the next month following the Commencement Date and subsequent installments of Access Rent shall be due and payable within forty-five (45) days after each successive month during the Term. The Access Rent for any partial month shall be prorated, as applicable.

(c) If Lessor receives Royalties or Fixed Rent for the Premises, Lessor shall not be paid Easement and Setback Rent or Access Rent.

Section 3.4 Rent For Substation, Power Storage, O&M Facilities and Distribution and Transmission Lines

(a) For each substation, power storage, or operations and maintenance (O&M) facility to be constructed on the Premises, the Lessor will receive a one-time payment equal to Five Thousand Dollars (\$5,000) per acre for each acre of land used for the substation, O&M building or power storage facility (including any parking lot and fenced area), assuming the total footprint of each substation or power storage facility does not exceed ten (10) acres.

(b) For each Project-related above ground distribution or transmission line within the Project, Lessor will receive annual rent of Two Dollars (\$2) per linear foot.

(c) The rent amounts under this section shall be due within Fifteen (15) days of commencement of construction of each of the facilities.

Section 3.5 Definition of Rent and Late Payments.

"Rent" shall mean Pre-Commencement Date Rent, Royalties or Fixed Rent, Easement and Setback Rent, Access Rent, Rent for Surface and Livestock Damage Rent and/or Rent For Substation, Power Storage, O&M Facilities and Distribution and Transmission Lines. Any payment of Rent due hereunder that is not paid by the tenth (10th) day after it becomes due shall bear interest on such unpaid amount at five percent (5%) per annum (compounded annually) from the date it was due until such amount and the accrued interest thereon is paid in full. This charge shall be in addition to and not in lieu of any other remedy Lessor may have.

Section 3.6 Records.

Lessor shall be entitled to relevant portions of copies of any power purchase or sale agreement regarding the electricity generated by the Facilities located on the Premises, any statements or payment records from the purchasers of that electricity and any invoices, receipts, production records or other information to the extent necessary for Lessor to confirm the compensation and accuracy of Royalties or Fixed Rent; provided, however, that Lessee shall not be required to: (i) retain any such records for more than five (5) years from their expiration (in the case of contracts) or their date (in the case of other records) and (ii) provide copies of any such power purchase or sale agreement that the Lessee deems to be confidential.

Section 3.7 No Representation.

Lessee makes no representation or warranty as to the likelihood that the Facilities will generate sufficient electricity, or that any purchase or sales agreement for such electricity will provide adequate revenues, so as to create any entitlement in Lessor to Royalties or Fixed Rent during any period of time. Lessor acknowledges that the operation of the Facilities is subject to adverse weather, lack of irradiation, equipment failures and other events beyond the control of Lessee which may interrupt or prevent electricity generation, and that receipts for electricity generated may also be affected by the terms of any relevant purchase or sale agreement and performance by any buyer. Any representation by Lessee to Lessor as to the expected production from the Facilities or the amount of expected Royalties or Fixed Rent is purely an estimate based on the information available to Lessee at the time and is not a guarantee that any such production will occur or that such an amount of Royalties or Fixed Rent will become due to Lessor at any time.

Section 3.8 Taxes, Assessments and Utilities.

(a) Lessor shall pay, when due, all real property taxes and assessments levied against the Premises and all personal property taxes and assessments levied against any property and improvements owned by Lessor and located on the Premises including any such taxes as a result of the Premises that may remain in place after decommissioning. Subject to Section 3.8(c), if Lessor shall fail to pay any such taxes or assessments when due, Lessee may, at its option, pay those taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any Rent otherwise due to Lessor from Lessee.

(b) Lessee shall pay all personal property taxes and assessments levied against Lessee's interest in this Lease or the Facilities when due. If the Premises experiences any increase in the amount of real property taxes assessed as a result of the installation of the Facilities on the Premises, including any reclassification of the Premises, Lessee shall pay Lessor an amount equal to such increase no later than ten (10) days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating that the installation of the Facilities is the reason for any increase in real estate taxes for which Lessor is requiring payment or reimbursement from Lessee no less than forty-five (45) days prior to the date on which such real estate taxes become due.

(c) Either Party may contest the validity or amount of any levied taxes, assessments or other charges, for which each is responsible under this Lease, as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

(d) Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Facilities or Lessee on the Premises when due.

Section 3.9 Rent in Case of Sale to Utility or Consuming Owner

If any or all of the ownership of solar panels installed on the Property are sold or transferred by the Lessee to (i) a public utility company (a "Utility"), or (ii) any other entity that is consuming the power generated by the solar panels installed on the Property for such entity's own operations and not re-selling such power on a wholesale basis (a "Consuming Owner"), such that gross revenues will not be produced by the sale of electricity to an offtaker or other entity pursuant to a power purchase agreement, then for purposes of calculating Rent during such period of Utility or Consuming Owner ownership, the annual gross revenues for such solar panels installed on the Property shall be calculated based on the energy generated by such solar panels multiplied by the per kilowatt-hour rate set forth in the power purchase agreement then in effect before such sale of the solar panels to the Utility or Consuming Owner, subject to such adjustments over time as would have been applicable under the power purchase agreement, if any, had it continued in effect. If no power purchase agreement has been entered into at the time of sale to a Utility or Consuming Owner, Lessor and Lessee shall cooperate in good faith to determine the then current power purchase agreement rate for the sale of electricity which would have been obtained by the Lessee had solar panels not been sold to a Utility or Consuming Owner (the "PPA Rate"), taking into consideration the project specifications, then-current local market conditions, and such other factors as a reasonably prudent energy developer would consider in entering into a power purchase agreement. If Lessor and Lessee cannot agree on the PPA Rate within thirty (30) days after Lessee has delivered written notice to Lessor of the sale of the solar panels to a Utility or Consuming Owner (the "Determination Period"), Lessee may: (a) pay Lessor based on the PPA Rate it estimates and proposes in good faith, (b) continue the operation of the solar energy project on the Property, and (c) continue to have the quiet enjoyment of the Property and benefit of this Lease without interruption. Either Party may then, within six months after the expiration of the Determination Period (the "Arbitration Period"), submit the determination of the PPA Rate to binding and final arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any difference in Rent actually paid to Lessor at the PPA Rate determined by Lessee and the Rent due to Lessor at the PPA Rate determined by the arbitrator shall be paid or refunded to the party to whom it is due within ninety (90) days of the arbitrator's final adjudication, with interest at six percent (6%) per annum. If neither Party submits Lessee's determination of the PPA Rate for arbitration prior to the expiration of the Arbitration Period, the PPA Rate, as determined by Lessee, shall be binding upon both Parties. If the acquiring Utility or Consuming Owner shall thereafter sell or transfer the acquired solar panels to an entity that is not a Utility or Consuming Owner, then gross revenues shall again be determined as set forth in Section 3.2 above. Should Lessee exercise its right to sell or transfer, then, in addition to all other terms and conditions set forth in this Section 3.9, in no event shall the compensation due and payable to Lessor fall below that amount as would otherwise be paid under Section 3.2(a)(2).

ARTICLE IV. Lessee's Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Liens.

Except in connection with Section 7.1 and Section 7.2, Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien but shall post a bond or utilize other available means to insure over or remove any lien that is created during the contested proceeding. Lessee agrees to otherwise insure over or remove any lien or encumbrance for which it is responsible pursuant to this paragraph within ninety (90) days of notice to Lessee of the creation of any such lien or encumbrance.

Section 4.2 Permits and Laws.

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority with respect to Lessee's activities under this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "Legal Requirements"). Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee or in the names of both Lessee and Lessor where appropriate or required, the validity or applicability to the Premises or Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity, provided that Lessee does not take positions in Lessor's name that are not reasonable, as determined by Lessee. Lessor shall cooperate in every reasonable way in such contest, provided Lessor shall have no obligation to incur any out-of-pocket expense in connection with such cooperation. Any such contest or proceeding, including any maintained in the name of Lessor, shall be controlled and directed by Lessee, but Lessee shall protect Lessor from Lessee's failure to observe or comply during the contest with the contested Legal Requirement.

Section 4.3 Lessee's Improvements; Decommissioning.

(a) All Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease shall be the sole property of Lessee and Lessor shall have no ownership or other interest in any Facilities on the Premises. Throughout the Term, Lessee shall maintain the Facilities in accordance with the standard and practices generally accepted in the solar energy industry.

(b) All Facilities constructed, installed or placed on the Premises by Lessee pursuant to this Lease may be moved, removed, replaced, repaired or refurbished by Lessee at any time. At the end of the Term, including any termination of the Lease, Lessee shall remove all Facilities, including foundations to a depth of four (4) feet below grade, within (12) twelve months from the date the Term expires or the Lease terminates, and shall otherwise decommission the Facilities, which includes removal of transformers, panels and transformer foundations. Lessee shall fill in and compact all trenches or other borings or excavations made by Lessee on the Premises and shall leave the surface of the Premises free from debris. All access roads will be left in place, in addition to subsurface wiring, except for any roads that Lessor requests in writing be removed. Such notice for road removal shall be provided not later than sixty (60) days after Lessor receives

written notice of expiration or termination of the Lease. Furthermore, all surface and subsurface drainage structures damaged during decommissioning shall be repaired to as close to pre-construction conditions as practical. Lessor grants Lessee a license for the foregoing purposes. The decommissioning activities undertaken by Lessee pursuant to this Section 4.3 shall comply with all laws applicable to such activities at the time Lessee undertakes the decommissioning activities. If the local jurisdiction in which the Facilities are located does not require either a deposit of money or a bond or guarantee relating to the decommissioning of the Facilities ("**Decommissioning Security**"), then at the 20th Lease Year, Lessee shall provide Lessor with Decommissioning Security in an amount equal to the estimated costs to decommission the Facilities for the entire Project in the manner and to the extent described above, discounted to present value at the time at a market-based discount rate, net of any estimated salvage value, as determined by a Texas State-registered independent engineer designated by the Lessee. The Decommissioning Security provided by Lessee pursuant to this Section 4.3 may take the form of one or more, or any combination of the following; corporate security bonds, self bonds, collateral bonds, letters of credit, parent company guarantees, cash escrows or any other form of security reasonably acceptable to Lessor and Lessee. Lessee agrees that a pro-rata portion of the Decommissioning Security shall be held and maintained for the benefit of Lessor to secure Lessee's obligation to remove equipment and restore the Premises as provided in this Section 4.3. The amount of Decommissioning Security shall be reevaluated and adjusted biennially thereafter, and shall remain in effect until two (2) years after the date the Term expires or the Lease terminates, unless (i) the Decommissioning Security is fully drawn upon earlier by Lessor in accordance with its terms, (ii) Lessor provides Lessee with a written notice authorizing the release of the Decommissioning Security or (iii) Lessee has completed its decommissioning obligations under this Lease. The obligations of this Section 4.3 shall survive the expiration or earlier termination of this Lease.

(c) Lessor shall have the right to acquire the Facilities at the end of the Term and prior to decommissioning at the then fair market value of the Facilities as shall be mutually agreed to by the Parties.

Section 4.4 Lessee Covenants Regarding Hazardous Materials.

(a) Lessee will not cause or permit the storage, use, generation, or disposition of any Hazardous Materials in, on, or about the Premises by Lessee, its agents, employees, or contractors, except for any Hazardous Materials that are necessary for the conduct of Lessee's business, which will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Material. As used herein, the term "**Hazardous Materials**" means any hazardous or toxic substance, material or waste, including but not limited to those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. §§ 172-101) or by the Environmental Protection Agency as Hazardous Substances (40 C.F.R. Part 301) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law for the protection of the environment.

(b) Lessee will be solely responsible for and will defend, indemnify and hold Lessor, its agents, and employees harmless from and against all Claims arising out of or in connection with Lessee's breach of its obligations in Section 4.4(a). Lessee will be solely responsible for and will defend, indemnify, and hold Lessor, its agents, and employees harmless from and against any and all Claims arising out of or in connection with the removal, cleanup, and restoration work and materials necessary to return the Premises to their condition existing prior to the appearance

of Lessee's Hazardous Materials on the Premises. Lessee's obligations under this Section 4.4 will survive the expiration or other termination of this Lease.

Section 4.5 Insurance.

Lessee shall, at its expense, maintain a broad form comprehensive coverage policy of public liability insurance protecting the Lessor against loss or liability caused by the Lessee's or Lessee Related Persons' occupation and use of, and activities on, the Premises in a minimum amount of One Million Dollars (\$1,000,000), or such greater amount as may be required by law, of combined single limit coverage per occurrence, accident or incident. The Lessor shall be named as additional insured in such policy. Upon request by the Lessor, the Lessee shall promptly deliver a certificate of such insurance to the Lessor. Lessee shall use commercially reasonable efforts to require the insurance provider to provide at least sixty (60) days' notice to Lessor prior to cancellation of any insurance policy.

Section 4.6 Surface Use Obligations.

Lessee shall comply with the obligations regarding the use of the surface of the Premises as set forth in Exhibit C attached hereto.

Section 4.7 Authority.

Lessee warrants and represents to Lessor that Lessee has all necessary power and authority, and all necessary action has been properly taken under its limited liability company documents to authorize, execute and deliver this Lease and to perform its obligations under this Lease. This Lease has been duly executed and delivered by Lessee, and this Lease is the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms.

ARTICLE V. Lessor Covenants

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority.

(a) Except to the extent otherwise stated in this Lease, Lessor is the sole owner of the Premises in fee simple and each person or entity signing this Lease as Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leasehold, easements and rights granted herein. All persons having any ownership interest in the Premises (including spouses) are signing this Lease as Lessor. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. Upon request by Lessee, Lessor shall provide any information in its possession regarding the Premises. Any reasonable cost to the Lessor associated with providing Lessee information regarding the Premises shall be paid by the Lessee.

(b) To Lessor's knowledge, there are no recorded or unrecorded liens, encumbrances, covenants, conditions, reservations, restrictions, easements, leases, subleases, occupancies, tenancies, mineral rights, water rights, options, rights of first refusal or other matters affecting, relating to or encumbering the Premises or any portion thereof, the existence, use, foreclosure or exercise of which could reasonably be expected to delay, interfere with or impair the

development, construction, operation or maintenance of the Facilities, the exercise of any of Lessee's other rights under this Lease, or the financing of the Facilities.

(c) To Lessor's knowledge, there are no physical conditions of the Premises, nor any other material adverse facts or conditions relating to the Premises or any portion thereof, that could delay, interfere with or impair the development, construction, operation or maintenance of the Facilities, the exercise of any of Lessee's other rights under this Lease, or the financing of the Facilities, or which could, with the passage of time, the giving of notice or both, have such an effect. Lessor will take good care of the Premises, including all snow and ice removal, landscaping and other maintenance, and will be responsible for the repair, maintenance, and replacement of all improvements thereon, other than the Facilities.

Section 5.2 Quiet Enjoyment.

So long as Lessee is not in default under this Lease, Lessee shall have the exclusive quiet use and enjoyment of the Premises in accordance with the terms of this Lease without any interference of any kind by Lessor or any person claiming through Lessor. Subject to the terms of this Lease, Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease or with the solar irradiation over the Premises or otherwise engage in activities on the Premises which might impede or decrease the output or efficiency of the Facilities. Lessee acknowledges that ordinary agricultural, timber harvesting and recreational activities, so long as they are conducted in accordance with the terms of this Lease, and residences on portions of the Premises not occupied by Facilities will not interfere with the operation of the Facilities or violate this covenant.

Neither Lessor's activities nor the exercise of any rights or interests given or granted by Lessor on the Premises, shall, currently or prospectively, interfere with, impair or materially increase the cost of (i) the construction, installation, maintenance or operation of any Facilities, (ii) vehicular or pedestrian access to, or the transmission of energy from, any Facilities, (iii) any operations of Lessee on the Premises or with respect to any Facilities or (iv) the free enjoyment and exercise of any other rights or benefits given to or permitted Lessee hereunder. Without limiting the generality of the foregoing, Lessor shall (1) not interfere with or impair the lateral or subjacent support for the Facilities, (2) alienate any portion of real property on the Premises that would affect or reduce any existing or future setback or other bulk or area requirement applicable to the Facilities, or (3) engage in any other activity on the Premises that will interfere with the development, permitting, construction, operation or maintenance of the Facilities.

Section 5.3 Lessor Covenants Regarding Hazardous Materials.

(a) Lessor represents to its knowledge (i) no Hazardous Materials have been deposited on the Premises in the past, (ii) there are no ongoing activities which might result in the deposit or release of Hazardous Materials on the Premises, and (iii) that no Hazardous Materials exist on or under the Premises. Lessor warrants not to engage in any deposit of Hazardous Materials.

(b) Notwithstanding any other provision in this Lease, Lessor agrees that Lessee is not responsible for (i) any Hazardous Materials on, in, under, or from the Premises, or (ii) any violation of laws, in each case that are not the result of Lessee's violation of Section 4.4(a), and Lessor agrees to indemnify, defend and hold harmless Lessee, its subsidiaries and related companies, and its and their officers, directors, employees, and agents from any and all Claims

arising from or as a result of this Section 5.3. In the event of contamination arising from or as a result of this Section 5.3, at its sole cost and expense, Lessor shall promptly undertake all required cleanup procedures (including provision of any necessary warnings and notices) pursuant to all applicable laws. Lessee shall give to Lessor and its agents and employees access to the Premises for such purposes and Lessor shall take all commercially reasonable steps to avoid any disruption to Lessee's operations on the Premises. The indemnifications in this Section 5.3 shall survive the expiration or earlier termination of this Lease.

Section 5.4 Cooperation.

Lessor shall, at no additional cost to Lessor, cooperate with Lessee to obtain amendments to this Lease, non-disturbance and subordination agreements from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Premises to the extent necessary to eliminate any actual or potential interference by any such person or entity with any rights granted to Lessee under this Lease. Lessor shall cooperate with Lessee to obtain and maintain any governmental permits or approvals needed for the Facilities, provided that such cooperation is at no out-of-pocket cost to Lessor. Lessor shall provide Lessee with such further assurances and shall execute any reasonable estoppel certificates, consents to assignments, non-disturbance and subordination agreements or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its potential or actual debt providers, tax equity investors, investors or purchasers (each a "Lender"). Lessor shall have no obligation to incur any out-of-pocket expenses with respect to such cooperation. Within ten (10) days of receipt from Lessee or from any existing or proposed Lender, Lessor shall execute an estoppel certificate (a) certifying that this Lease is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Lease, (b) certifying to the best of Lessor's knowledge there are no uncured events of default under the Lease (or, if any uncured events of default exist, stating with particularity the nature thereof) and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Lessee or any existing or proposed Lender. The failure of Lessor to deliver such statement within such time shall be conclusive evidence upon Lessor that this Lease is in full force and effect and has not been modified, and there are no uncured events of default by Lessee under this Lease.

Lessee agrees to obtain all necessary permits, authorizations or approvals from all governmental agencies and to comply with all applicable laws. Lessor agrees to provide Lessee with all reasonable assistance necessary to enable Lessee to acquire such permits, authorizations and approvals, provided such assistance is at no cost to Lessor, including the prompt execution of all applications, authorizations or other documents to be executed by Lessor as owner of the Premises and necessary, in the sole opinion of Lessee, to obtain any permit, authorization or approval necessary or beneficial to the Project.

Section 5.5 Exclusivity

Lessee shall have the sole and exclusive rights to install and operate Facilities on the Premises, to use the Premises for solar energy purposes, and to convert all of the solar resources of the Premises. Lessor agrees not to construct, build, or locate or allow others to construct, build, or locate any Facilities on the Premises.

ARTICLE VI. Indemnification

Section 6.1 Indemnification.

(a) Each Party (the "**Indemnifying Party**") to this Lease agrees to defend, indemnify and hold harmless the other Party and the other Party's officers, directors, employees, representatives, mortgagees and agents (the "**Indemnified Party**") against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person or property, including, without limitation, reasonable attorneys' fees (collectively, "**Claims**"), to the extent resulting from or arising out of (i) any physical damage to the Indemnified Party's property resulting from the operations or activities of the Indemnifying Party on the Premises; (ii) physical injuries or death (including by reason of any hunting on the Premises) to or of the Indemnified Party or the public, to the extent caused by the Indemnifying Party or any Related Person thereof; (iii) any breach of this Lease by the Indemnifying Party, or any failure to be true of any representation or warranty made by the Indemnifying Party; or (iv) the violation of environmental law by the Indemnifying Party or any Related Person thereof. This indemnification shall not apply to Claims to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification of Section 6.1(a) shall not apply to loss of revenue due to crop damage for geotechnical studies, which shall be exclusively governed by Section 6.1(c) below. Any loss in revenue due to crop damage occurring after the earlier of the Construction Start Date or Commencement Date shall be exclusively governed by Section 6.1(d) and 6.1(e). This indemnification shall survive the termination or expiration of this Lease.

(b) Lessor understands and has been informed by Lessee that by this Lease, Lessee has the right to cause on, over, across and under the Premises or as an indirect or direct result of Lessee's activities on the Premises and/or on nearby sites including, but not limited to, the construction, operation and maintenance of the Facilities and/or related Facilities on nearby sites, such noise, audio, visual, view, light, vibration, air turbulence, wake, electromagnetic, television reception, weather, shadow flicker or otherwise created hazards including but not limited to ice falling from the presence and operations of the Facilities and/or such other Facilities now known or hereafter designed and used for the generation of electricity and the transmission of such electricity on the Premises (collectively, the "**Effects**"). Lessor, for itself, its heirs, administrators, executors, successors and assigns, does hereby waive, remise and release any right, Claims or cause of action which it may now have or which it may have in the future against Lessee as a direct or indirect result of said Effects during the Term of this Lease. Lessee hereby agrees to defend, indemnify and hold harmless Lessor against any Claims by third parties that the operation or maintenance of the Facilities on the Premises create a nuisance.

(c) Lessee agrees to provide Lessor a copy of any survey conducted on the Premises. Lessee agrees to apply its best reasonable efforts to minimize damage to the Premises and any interference with Lessor's activities upon, or use of, the Premises. If Lessee performs any geotechnical studies on the Premises, Lessee shall pay Lessor Crop Compensation, as defined in (d) below, for any crop damage resulting from geotechnical studies. Upon the completion of any evaluation or monitoring of solar resources, other meteorological or irradiation studies, soil studies, environmental surveys and studies, and other activities ("**Investigation**") required to fully evaluate the suitability of the Premises for Facilities, which alters or affects the physical condition of the Premises and which is not necessary for the construction, installation, operation or maintenance of the Facilities, Lessee shall restore the Premises to substantially the same condition which existed prior to such Investigation.

(d) Crop Compensation. Lessee shall compensate Lessor for damage to crops, pasture, hay and other agricultural products located on the Premises directly caused by Lessee's activities on the Premises ("**Crop Compensation**"); *provided, that*, no Crop Compensation shall be owed to Lessor with respect to crop damage occurring within 10 feet of the outside edge of the permanent access roads or within 20 feet of any solar panel. Crop Compensation will be calculated by the following formula:

$$\text{Unit Price} \times \text{Unit Yield Per Acre} \times \text{Acres Damaged} = \text{Crop Compensation.}$$

The "**Unit Price**" will be based on the average of the March 1st, June 1st and August 1st Chicago Board of Trade closing prices for December contracts for that crop (or November for soybeans) plus any additional subsidy normally applicable to that crop under a Federal Crop Insurance policy and/or the applicable Farm Bill; *provided, that*, if there is no Chicago Board of Trade market for such crop (i.e., hay, pasture, etc.), the Unit Price shall be determined by an impartial party mutually agreed upon by Lessee and Lessor, such as a crop insurance adjuster or extension agent. Premiums for specialty crops (i.e. seed beans, seed corn, etc.) shall be added to the Unit Price of such crop. The "**Unit Yield**" is the yield for the portion of the same field which is not damaged by Lessee's activities during the same crop year according to a yield check or from Lessor's records such as scale tickets, crop insurance reports, FSA reported yields, grain cart records or combine yield monitors. If there is no yield check or if Lessor does not have yield records available, the "Unit Yield" is the average of the previous three (3) seasons' unit yields according to Lessor's records for the smallest parcel of land that includes the damaged area. The "**Acres Damaged**" includes the total number of acres to the nearest one-tenth (1/10) of an acre damaged or destroyed as a consequence of Lessee's activities on the Premises. Crop Compensation owed for damage to crops during any calendar year shall be paid by Lessee by February 15 next following the year during which such crops were damaged or destroyed, so long as Lessor delivers a statement to Lessee prior to December 1 of the year during which the crop damage or destruction occurred, documenting the basis for the amount. Lessee shall not, however, be required to pay more than a single total crop loss in any one crop year in respect of the Premises. Crops damaged by compaction shall be compensated pursuant to Section 6.1(e) and not this Section 6.1(d).

(e) Compaction Compensation. Lessee shall reimburse Lessor for damage due to measurable soil compaction to Lessor's Premises directly caused by Lessee's activities on the Premises ("**Compaction Compensation**"); *provided, that*, no Compaction Compensation shall be owed to Lessor with respect to soil compaction occurring within 10 feet of the outside edge of the permanent access roads or within 20 feet of any solar panel. The Compaction Compensation shall be in an amount equal to quadruple the sum owed or that would have been owed for Crop Compensation for the area compacted (i.e. if crop damage is or would have been Ten dollars (\$10), compaction damages will be Forty dollars (\$40) for that use of the Premises). In consideration of this payment, no additional Compaction Compensation or damages shall be paid in future years for that episode of soil compaction in the area compacted. Compaction Compensation owed during any calendar year shall be paid by Lessee by February 15 next following the year during which such compaction occurred, and shall be accompanied by a statement documenting the basis for the amount.

(f) Dispute Resolution. The Parties shall work together in good faith to agree on the extent and damage and acreage affected by Lessee's activities on the Premises. If Lessor disagrees with Lessee's calculation of the amount of Crop Compensation or Compaction Compensation owed,

Lessor shall deliver to the Lessee supporting documentation and the calculations Lessor believes to be the correct amount owed together with appropriate supporting evidence, within forty-five (45) days following the date of Lessor's receipt of Lessee's documentation; otherwise, Lessor shall be deemed to have accepted Lessee's payment. If the Parties are not able to resolve a dispute about the amount of Crop Compensation or Compaction Compensation owed, they shall have the area measured and the extent of damages assessed by an impartial third party chosen by mutual agreement of the Parties, such as a crop insurance adjuster or extension agent.

(g) Conservation Programs. If Lessor is a party to a Conservation Reserve Program Contract with the U.S. Department of Agriculture pursuant to 7 C.F.R. Part 1410, or to a Conservation Reserve Enhancement or similar conservation/cost sharing contract with the Soil and Water Conservation Service or Natural Resources Conservation Service (collectively "Conservation Programs"), Lessor shall provide Lessee with a true and complete copy of the contract in respect of such Conservation Program, together with all amendments and modifications. If applicable in any year, Lessee shall reimburse Lessor for (a) any rental payments, or portion thereof, Lessor would have received in that year from the U.S. Department of Agriculture, FSA, Soil and Water Conservation Service and/or Natural Resources Conservation Service but for the construction or maintenance of Lessee's Facilities on the Premises and (b) the penalties and interest, if any (including for any past payments received by Lessor that must be repaid by Lessor), assessed by the U.S. Department of Agriculture in that year as a result of the construction or maintenance of Lessee's Facilities on the Premises. Lessor shall cooperate with Lessee in completing and submitting documents to obtain any exemptions allowed under any Conservation Program for the use of Facilities on portions of the Premises covered by an applicable conservation contract.

(h) FSA Payments. Lessee shall have no right to receive any payments made by the Farm Service Agency ("FSA"), a division of the U.S. Department of Agriculture, or similar payments from any other governmental entity arising from or related to agricultural production or limitations on agricultural production or other agricultural activities on the Premises. Lessor and/or Lessor's tenant shall have the exclusive right to receive all such FSA and other similar payments attributable to the Premises, including but not limited to Lessor's land within the areas occupied by the solar panels, access roads, and other Facilities.

(i) Lessor understands and has been informed by Lessee that the Lessor shall exercise, and shall inform and cause, to Lessor's best ability, other persons to exercise extreme caution when in proximity to Facilities.

ARTICLE VII. Assignment; Encumbrance of Lease

Section 7.1 Right to Encumber.

(a) Lessee may at any time encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or other security interest in this Lease and/or the Facilities given to a Lender in connection with any secured or unsecured financing or tax equity investment) ("Mortgage") all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any financial institution, person or other entity that, from time to time, provides secured financing or tax equity for or otherwise encumbers all or part of Lessee's or assignees interest in the Lease or, the Facilities, or the Project 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 or assigns ("Lender") without the consent of Lessor. Any Lender shall have no obligations under this Lease until such time as it acquires Lessee's interests subject to the lien of Lender's mortgage by foreclosure, deed in lieu of foreclosure or otherwise assumes the obligations of Lessee directly.

(b) Lessor and Lessee agree that, once all or any part of Lessee's interests in the Lease are mortgaged or assigned to a Lender, they will not modify or terminate this Lease without prior written consent of the Lender as set forth in this Lease.

(c) Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Lease, and any such payment, act or thing performed by Lender shall be effective to prevent a default under this Lease and any forfeiture of any of Lessee's rights under this Lease as if done by Lessee itself.

(d) During the time all or any part of Lessee's interests in the Lease are mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender simultaneous notice of the default. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease unless it has first given such simultaneous written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least one hundred twenty (120) days from such notice to cure non-monetary defaults and at least ninety (90) days to cure monetary defaults in order to prevent termination of this Lease. If within such specified cure periods the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease and shall permit the Lender a reasonable period of time, not to exceed one hundred twenty (120) days, necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee.

(e) The acquisition of all or any part of Lessee's interests in the Lease by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute a breach or default of this Lease by Lessee provided that Lessee is not otherwise in default of this Lease, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) In the event this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor agrees, upon request by any Lender within ninety (90) days after the rejection or termination, to execute and deliver to Lessee and Lender a new Lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Lease, (ii) shall be for a term equal to the remainder of the term of the Lease before giving effect to such rejection or termination, and (iii) shall contain the exact same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Lease (except for any obligations or requirements which have been fulfilled and completed by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender (to the extent Lessee is unable to perform subparagraphs (i), (ii) or (iii)) shall (i) pay

Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts, including late fees, which would have been due under this Lease but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

(g) Lessor agrees to execute any written documentation reasonably requested by Lender to confirm the rights that are provided to Lender in this Section 7.1.

Section 7.2 Assignment.

(a) Except as set forth in (b) below, the acquisition of all or any portion of Lessee's interest in the Premises or the Project or the Lease by another person shall not require the advance consent of Lessor or constitute a breach of any provision or a default under this Lease, and Lessor shall recognize the person as Lessee's proper successor.

(b) Lessor hereby consents and grants to Lessee and any successor or assign of Lessee and without the need for Lessor's consent, the right, at all times, to conditionally and unconditionally with respect to this Lease or to all or any portion of the Premises, grant, sell, lease, convey or assign all or a portion of Lessee's interest in this Lease or any portion of the Premises and to grant co-leases, separate leases, subleases, easements, sub-easements, licenses or similar rights to Lessee's interest in the Lease or the Premises (collectively "**Assignment**") to a Qualified Assignee, as such term is defined below. In addition, Lessee may make an Assignment to any other party provided that such party shall assume in writing all obligations of Lessee under this Lease with respect to the interest assigned (a "**Consented to Assignee**"). For purposes of this section, a "**Qualified Assignee**" shall be an assignee that meets the following qualifications: (i) any party that controls, is under the control of or is under common control with Lessee, and assumes in writing the obligations of Lessee under this Lease or (ii) any party that is at least as financially capable as Lessee to perform the obligations of Lessee under this Lease and is experienced in the ownership and operation of Facilities (or who has engaged a party that is experienced in the ownership and operation of solar facilities to manage the Facilities) and assumes in writing the obligations of Lessee under this Lease. Lessee shall be relieved of all of its obligations arising under this Lease, as to all or such portion of the Property transferred, from and after the effective date of any such transfer to a Qualified Assignee, provided such rights and obligations have been assumed in writing by any such Qualified Assignee. Lessee shall be relieved of its obligations arising under this Lease, as to all or such portion of the Premises transferred, from and after the effective date of a transfer to a Consented to Assignee. Lessor shall be notified of any such transaction within a reasonable amount of time of its consummation, not to exceed ninety (90) days.

(c) Lessor further hereby consents and grants to Lessee the right to encumber, hypothecate, mortgage or pledge all or any portion of Lessee's right, title or interest under this Lease and/or in any Facilities to any mortgagee as security for the repayment of any indebtedness and/or the performance of any mortgage.

Section 7.3 Continuing Nature of Obligations.

(a) The Access Easement, Solar Easement, Overhang Easement, Collection Facilities Easement, and related rights granted by Lessor in this Lease to Lessee are commercial easements in gross for the benefit of Lessee, its successors and assigns, as owner of the rights created by the Access Easement, Solar Easement, Overhang Easement, and Collection Facilities Easement. The Access Easement, Solar Easement, Overhang Easement, and Collection Facilities Easement and other rights granted by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements granted in this Lease and, as between the Premises and other tracts of property on which Lessee may locate solar facilities, no tract is considered dominant or servient as to the other.

(b) During the Term of this Lease, the burdens of the Access Easement, Solar Easement, Overhang Easement, and Collection Facilities Easement and all other rights granted to Lessee in this Lease touch and concern the land and shall run with and against the Premises and shall be a charge and burden on the Premises and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents until such time as this Lease terminates or otherwise expires. The Lease and Access Easement, Solar Easement, Overhang Easement, and Collection Facilities Easement shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees.

ARTICLE VIII. Condemnation/Force Majeure

Section 8.1 Condemnation.

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's development, construction, installation, operation or maintenance of Facilities on the Premises, the Parties shall either amend this Lease to reflect any necessary relocation of the Facilities on the Premises which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or, at Lessee's option, this Lease shall terminate in which event neither Party shall have any further obligations accruing after the termination date.

Section 8.2 Proceeds.

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Facilities or the loss of any such Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent.

Section 8.3 Force Majeure.

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is delayed or prevented by an Event of Force Majeure. During an Event of Force Majeure the affected party shall use reasonable efforts to overcome the effect of such Event of Force Majeure and shall continue performance under this Lease as soon as the Event of Force Majeure has been overcome. "Events of Force Majeure" shall include, but not be limited to, fire, earthquakes, flood, tornado, or other acts of God and natural disasters; strikes or labor disputes; war, civil

strike, acts of terrorism or other violence; any law, order, proclamation, regulation, ordinance, action demand or requirement of any government agency or utility, or any other act or condition beyond the reasonable control of a Party hereto.

ARTICLE IX. Default/Termination

Section 9.1 Events of Default.

Each of the following shall constitute an event of default (an "Event of Default") that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity.

(i) any failure by Lessee to pay Rent if the failure to pay continues for ninety (90) days after written notice from Lessor;

(ii) any other material breach of this Lease by either Party which continues for ninety (90) days after written notice of default from the non-defaulting Party or, if the cure will take longer than ninety (90) days, the length of time necessary to effect cure as long as the defaulting Party is making diligent efforts to cure during that time.

(iii) this Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Lessee, or are taken upon or subject to any attachment by any creditor of Lessee or claimant against Lessee, and said attachment is not discharged or disposed of within ninety (90) days after its levy;

(iv) Lessee files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; or

(v) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Lessee are instituted against Lessee, or a receiver or trustee is appointed for all or substantially all of the property of Lessee, and such proceeding is not dismissed or such receivership or trusteeship vacated within ninety (90) days after such institution or appointment.

Section 9.2 Surrender.

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Facilities from the Premises at Lessee's expense. Lessee shall have twelve (12) months from the date the Lease expires or is terminated to remove the Facilities. For the period between the date of termination or expiration and the date upon which Lessee completes removal of the Facilities as required under Section 4.3 of this Lease, Lessee shall pay Lessor Rent on a monthly basis, prorated as applicable.

Section 9.3 Specific Performance.

Lessor acknowledges and agrees that should Lessor breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Lessor agrees that Lessee shall have the right

to seek specific enforcement of this Lease. In that event, Lessor agrees that Lessee has no adequate remedy at law and that an order of specific performance may be granted in favor of Lessee.

Section 9.4 Remedies.

(a) If any one or more Events of Default set forth in Section 9.1 occurs then non-defaulting Party has the right, at its election:

(i) to give the defaulting Party ninety (90) days' written notice of the termination of this Lease and upon the giving of such notice and the expiration of such ninety (90) day period, this Lease will be terminated, except as to any continuing liabilities, as if the expiration of the term fixed in such notice were the end of the Term; or

(ii) to give the defaulting Party ninety (90) days' written notice that the non-defaulting Party intends to cure the Event of Default and to charge the defaulting Party for the cost of effecting such cure, including without limitation reasonable attorneys' fees, provided that the non-defaulting Party shall have no obligation to cure any such Event of Default.

(b) Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease now or after the Effective Date existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Lessor of any one or more of the rights or remedies provided for in this Lease now or after the Effective Date existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by a Party of any or all other rights or remedies provided for in this Lease now or after the Effective Date existing at law or in equity or by statute or otherwise. All costs incurred by such Party in collecting any amounts and damages owing by the other Party pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by such Party, will also be recoverable by such Party.

ARTICLE X. Mortgage Protection

(a) In the event that any mortgage, deed of trust or other security interest in this Lease or in any Facilities is entered into by Lessee or any Assignee (an "**Easement Mortgage**"), then any person who is the mortgagee of such mortgage (an "**Easement Mortgagee**") shall, for so long as its Easement Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Section 10. Lessee shall send written notice to Lessor of the name and address of any such Easement Mortgagee.

(b) Easement Mortgagee's Right to Possession, Right to Acquire and Right to Assign. An Easement Mortgagee shall have the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the easement estate by any lawful means; (c) to take possession of and operate the Facilities or any portion thereof and to perform all obligations to be performed by Lessee hereunder, or to cause a receiver to be appointed to do so; and (d) to acquire the easement estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the easement estate to a third party. Lessor's consent shall not be required for the acquisition of the encumbered easement or sub easement estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

(c) Notice of Default: Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by Lessee, Lessor shall give written notice of the default to each Easement Mortgagee concurrently with delivery of such notice to Lessee, specifying in detail the alleged event of default and the required remedy. In the event Lessor gives such a written notice of default, the following provisions shall apply:

(i) A "**monetary default**" means failure to pay when due any fee, payment, real property taxes, insurance premiums or other monetary obligation of Lessee under this Lease. Any other event of default is a "**non-monetary default**."

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

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

(iv) Any Easement Mortgagee or other party who acquires Lessee's easement interest pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to perform the obligations imposed on Lessee by this Lease so long as such Easement Mortgagee or other party has ownership of the easement estate or possession of the Premises.

(v) Neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Lease as long as all material obligations of Lessee under the terms of this Lease are performed by the Easement Mortgagee in accordance with the terms of this Lease.

(vi) Nothing herein shall be construed to extend the Lease beyond the Lease Term or to require an Easement Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Easement Mortgagee discontinues foreclosure proceedings, the Lease shall continue in full force and effect.

(d) New Lease to Mortgagee. If this Lease terminates because of Lessee's default or if the easement is foreclosed, or if the Lease is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, the Lessor shall, upon written request from any Easement Mortgagee within ninety (90) days after such event, enter into a new lease for the Premises, on the following terms and conditions:

(i) The terms of the new lease shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the terms of the Lease, at the same rent and subject to the same terms and conditions set forth in this Lease.

(ii) The new lease shall be executed within thirty (30) days after receipt by Lessor of written notice of the Easement Mortgagee's election to enter a new lease, provided said Easement Mortgagee: (I) pays to Lessor all rent and other monetary charges payable by Lessee under the terms of the Lease up to the date of execution of the new lease, as if the Lease had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Lessee under the terms of the Lease, to the extent performance is then due and susceptible of being cured and performed by the Easement Mortgagee; and (iii) agrees in writing to perform, or cause to be performed, all non-monetary obligations which have not been performed by Lessee and would have accrued under this Lease up to the date of commencement of the new lease, except those obligations which constitute non-curable defaults as defined above. Any new lease granted to the mortgagee shall enjoy the same priority as this Lease over any lien, encumbrances or other interest created by Lessor.

(iii) At the option of the Easement Mortgagee, the new lease may be executed by a designee of such Easement Mortgagee without the Easement Mortgagee assuming the burdens and obligations of Lessee thereunder.

(iv) If more than one Easement Mortgagee makes a written request for a new lease pursuant hereto, the new lease shall be delivered to the Easement Mortgagee requesting such new lease 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.

(iv) The provisions of this Section 10 shall survive the termination, rejection or disaffirmance of the Lease and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by Lessor, Lessee and such Easement Mortgagee, and, from the effective date of such termination, rejection or disaffirmance of the Lease to the date of execution and delivery of such new lease, such Easement Mortgagee may use and enjoy said Premises without hindrance by Lessor or any person claiming by, through or under Lessor, provided that all of the conditions for a new lease as set forth herein are complied with.

(e) Easement Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Lease to the contrary, the Parties agree that so long as there exists an unpaid Easement Mortgage and notice in writing is delivered to Lessor verifying the existence of said Easement Mortgage, this Lease shall not be modified or amended and Lessor

shall not accept a surrender of the Premises or any part thereof or a cancellation, termination or release of this Lease from Lessee prior to expiration of the term without the prior written consent of the Easement Mortgagee. This provision is for the express benefit of and shall be enforceable by such Easement Mortgagee.

(f) No Waiver. No payment made to Lessor by an Easement Mortgagee shall constitute an agreement that such payment was, in fact, due under the terms of the Lease; and an Easement Mortgagee, having made any payment to Lessor pursuant to Lessor's wrongful, improper or mistaken notice or demand, shall be entitled to the return of any such payment.

(g) No Merger. There shall be no merger of the Lease, or of the easement estate created by the Lease, with the fee estate in the Premises by reason of the fact that the Lease or the easement 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 Premises and all persons (including Easement Mortgagee) having an interest in the Lease or in the estate of Lessor and Lessee shall join in a written instrument effecting such merger and shall duly record the same.

(h) Estoppels Certificates, Etc. Lessor shall execute such estoppels certificates (certifying as to such matters as Lessee may reasonably request, including without limitation that no default then exists under this Lease, if such be the case) and/or consents to assignment (whether or not such consent is actually required), subject to the terms of Section 7.2, and/or non-disturbance agreements as Lessee, any Assignee or Easement Mortgagee may reasonably request from time to time.

ARTICLE XI. Miscellaneous

Section 11.1 Notice.

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier, email or certified mail and shall be sent to the respective parties as follows (or at such other address or electronic mail as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the mail if sent by certified mail:

To Lessor:

Huntland Properties, Ltd.
c/o Terry McIver
PO Box 519
Santa Anna, TX 76878-0519
Fax: 325-597-0781
Email: huntland@web-access.net

purposes and intent of this Lease and to fulfill the obligations of the respective Parties, including, without limitation, documents reasonably requested by a Lender or other person providing financing to Lessee. Provided that no material default in the performance of Lessee's obligations under this Lease shall have occurred and remain uncured, Lessor shall cooperate with Lessee in amending this Lease from time to time to include any provisions contained in this Lease or for the purpose of preserving the security interest of any Assignee or Easement Mortgagee.

Section 11.6 Waiver.

Neither Party shall be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any rights arising in connection with this Lease shall not be deemed a waiver with respect to any subsequent or other matter.

Section 11.7 Relationship of Parties.

The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

Section 11.8 Confidentiality.

The Parties acknowledge that during the course of the performance of their respective obligations under this Lease, either Party may need to provide information to the other Party that the disclosing Party deems to be confidential, proprietary or a trade secret. Any such information that is marked confidential shall be treated confidential by the receiving Party and shall not be disclosed to any other person without the prior consent of the disclosing Party. Lessor shall not disclose any of the terms or conditions of this Lease to any third-party, other than Lessor's legal and financial advisors, without the prior written consent of the Lessee.

Section 11.9 Counterparts.

This Lease may be executed in one or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 11.10 Tax Credits.

If under Legal Requirements the holder of a leasehold interest, in the nature of that held by Lessee under this Lease, becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee's option, Lessor and Lessee shall amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest if it would make the Lessee eligible for such tax credit, benefit or incentive, provided that such interest does not jeopardize Lessor's fee ownership of the Premises and that the terms of the

With a copy to:

Fax:

Email:

To Lessee:

BN Wind Project LLC
c/o Garth Klimchuk
31 Rosner Lane, PO Box 588
Becket, MA 01223
Fax: 925-889-8943
Email: gklimchuk@northrenew.com

With a copy to

Seth Ginsberg
236 East Road
Alford, MA 01230
Email: sginsberg@northrenew.com

Either Party may change its notice address by providing notice to the other Party pursuant to the notice procedures herein.

Section 11.2 No Third Party Beneficiaries.

Except for the rights of Lenders set forth herein, no provision of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 11.3 Entire Agreement.

It is mutually understood and agreed that this Lease constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both Parties.

Section 11.4 Governing Law.

This Lease shall be governed by the laws of the State of Texas.

Section 11.5 Cooperation.

Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the

relationship between the Lessor and Lessee otherwise remain as set forth in this Lease. Additionally, such different instrument shall contain covenants, conditions, rights, obligations and other terms and provisions substantially similar to those contained in this Lease, and shall not materially increase any obligation or materially decrease any right of Lessor hereunder. Lessor shall be reimbursed for reasonable, verifiable out of pocket costs incurred with respect thereto, including but not limited to legal fees.

Section 11.11 Memorandum of Lease.

Lessor and Lessee shall execute a memorandum of lease (attached as Exhibit B) in recordable form and Lessee shall then record such memorandum in the public land records for the county in which the Premises is located. Lessor hereby consents to the recordation of the interest of an assignee in the Premises.

Section 11.12 Lessor's Successors and Assigns.

The burden of this Lease and the rights contained in this Lease shall run with and against the Premises, shall be a charge and burden thereon for the Term and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. A sale, conveyance, or assignment of the Premises will operate to release Lessor from liability from and after the effective date of such sale, conveyance, or assignment upon all of the covenants, terms, and conditions of this Lease, express or implied, except those liabilities that arose prior to such effective date of such sale, and, after the effective date of such sale, conveyance, or assignment, Lessee will look solely to Lessor's successor in interest in and to this Lease.

Section 11.13 Partial Invalidity.

If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be held to be illegal, invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those to which it is held illegal, invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Lease shall be legal, valid and enforceable to the fullest extent permitted by law. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Lease a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Section 11.14 Fences.

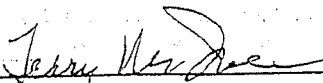
Lessee will construct fencing, sufficient to turn cattle, at its own expense around any Facility so as to allow Lessor to continue grazing cattle on any undeveloped portions of the Project Site greater than five acres in size.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the 25th day of February 2020.

LESSOR

Huntland Properties, LTD, a Texas corporation

By: 
Name: Terry McIver
Title: Owner
Date: 2/11/20

LESSEE

BN Wind Project LLC, a Texas limited liability company

By: NorthRenew Energy LLC, a Massachusetts limited liability company as member


By: 
Name: J. Garth Klimchuk
Title: Managing Member
Date: February 25, 2020

EXHIBIT A

DESCRIPTION OF PREMISES

Tax Parcel ID: _____

Premises description:

~~See Attached~~

Exhibit A

Tract One: (South Tract) An of that certain 493.69 acre tract, or parcel of land of which contains approximately 421.71 acres in Coleman County, and 71.90 acres in Brown County, Texas, and being 18.4409 miles S 43° 50' 02.6" W of the Court House of Brown County, Texas, and being 8.27216 miles N 18° 27' 20.7" E, of the Geographical Center of The State of Texas, of which contain within Coleman County approximately 114.45 acres out of the M.E.P. & P. Survey No. 26, Abstract No. 797, approximately 179.81 acres out of the WM Winnington Survey No. 13, Abstract No. 1294, approximately 127.51 acres out of the B Kuykendall Survey No. 12, Abstract No. 1272, and in Brown County approximately 71.90 acres out of the B Kuykendall Survey No. 12, Abstract No. 585, and being the southerly tract of 11967.38 acre tract and is further described as occupied as follows:

BEGINNING at a 1/2" iron rod set in the westerly line of County Road No. 222, being the SEC of a 412.3 acre tract as described from WD Mathews et ux., to Mt. Guthrie, dated June 27, 1940; being of record in Volume 284, Page 253 of the Deed Records of Brown County, Texas, for the South East Corner of this;

THENCE South 89 degrees 02 minutes 23 seconds West, with southerly line of said 412.3 acre tract passing the County line, and continuing passing the West line of said Survey No. 12, a total distance of 3995.10 feet, (deed call 4005.56 feet), to a 5" steel fence corner post in concrete, being the SWC of said 412.30 acre tract the SEC of a 420 acre tract as conveyed Louis Tongate et ux., to ML Guthrie dated September 8, 1947, being of record in Volume 271, Page 622 of the Deed Records of Coleman County, and continuing with southerly line of said 420 acre tract South 88 degrees 48 minutes 43 seconds West, passing the westerly line of Survey 13, and continuing with a total distance of 2220.50 feet to a 1/2" iron rod set by fence post, and South 88 degrees 30 minutes 15 seconds West, 1198.89 feet to a 1/2" iron rod by a fence corner post, being the SWC of said 420 acre tract, for the South West Corner of this;

THENCE North 01 degrees 02 minutes 54 seconds West, with occupied fence line along the westerly line of said 420 acre tract, passing a new 50 foot wide roadway, and continuing with a total distance of 3656.05 feet to a 1/2" iron rod set, being the SWC of the northerly tract for the North West Corner of this;

THENCE with the new division lines, South 77 degrees 48 minutes 02 seconds East 1272.51 feet to a 1/2" iron rod set, South 01 degrees 02 minutes 54 seconds East, 429.38 feet to a 1/2" iron rod set, South 28 degrees 40 minutes 13 seconds West, crossing creek, a total distance of 119.69 feet to a 1/2" iron rod set, South 03 degrees 54 minutes 54 seconds West, 286.27 feet to a 1/2" iron rod set, South 55 degrees 59 minutes 40 seconds East, passing the westerly line of Survey No. 13, and continuing with a total distance of 800.07 feet to a 1/2" iron rod set; North 63 degrees 49 minutes 15 seconds East, 273.75 feet to a 1/2" iron rod set; North 77 degrees 19 minutes 59 seconds East, 776.06 feet to a 1/2" iron rod set, North 68 degrees 55 minutes, 23 seconds East, passing the westerly line of said 412.3 acre tract and continuing with a total distance of 828.97 feet to a 1/2" iron rod set, North 67 degrees 06 minutes 28 seconds East, passing the westerly line of Survey No. 12 and continuing with a total distance of 1564.51 feet to a 1/2" iron rod set, South 80 degrees 39 minutes 51 seconds East, 1787.61 feet to a 1/2" iron rod set, and North 81 degrees 39 minutes 27 seconds East, 607.34 feet to a 1/2" iron rod set in the Westerly line of Brown County Road No. 222, being the SEC of the Northerly Tract, for the North East Corner of this;

THENCE South 01 degrees, 03 minutes 51 seconds East, with westerly line of said County Road, 3021.10 feet to the Place of Beginning and calculated to contain 493.69 acres of land in area.

EXHIBIT B

Memorandum of Lease

Prepared by:

BN Wind Project LLC

c/o Garth Klimchuk

31 Rosner Lane, PO Box 588

Becket, MA 01223

Return to:

NorthRenew Energy LLC

c/o Garth Klimchuk

31 Rosner Lane, PO Box 588

Becket, MA 01223

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into by **Huntland Properties, LTD** (hereinafter referred to as "Lessor") and **BN Wind Project LLC**, a Texas limited liability company, (hereinafter referred to as "Lessee").

1. Date of Lease: February 25, 2020
2. Legal Description of Premises: See Exhibit 1 attached hereto, together with all easements, rights and privileges appurtenant thereto.
3. Term: Minimum of 60 years
4. Property Address and Parcel number of Premises: See attached

The purpose of this Memorandum of Lease is to give record notice of the lease and of the rights created thereby, all of which are hereby confirmed. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Lease, the terms of which are incorporated herein by reference. This instrument is merely a Memorandum of Lease and is subject to the terms, provisions and conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the 25th day of February 2020.

LESSOR

Huntland Properties, LTD

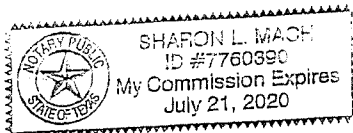
By: Terry McIver
Name: Terry McIver
Title: owner

STATE OF Texas

SS.

COUNTY OF Coleman

On the 11th day of March, in the year 2020 before me, the undersigned, personally appeared Terry McIver personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



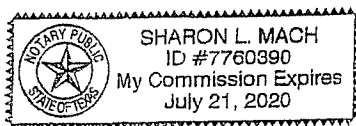
Sharon L. Mach
Notary Public, State of TEXAS
Printed Name: Sharon L. Mach
Commission Expires: July 21, 2020

STATE OF Texas

SS.

COUNTY OF Brown

On the 11th day of March, in the year 2020 before me, the undersigned, personally appeared Terry McIver personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Sharon L. Mach
Notary Public, State of Texas
Printed Name: Sharon L. Mach
Commission Expires: July 21, 2020

LESSEE

BN Wind Project LLC, a Texas limited liability company
By NorthRenew Energy Group LLC, a Massachusetts limited liability company as member

By: _____
Name: J. Garth Klimchuk
Title: Managing Member

STATE OF Massachusetts

ss.

COUNTY OF Berkshire

On the _____ day of _____, in the year 2020 before me, the undersigned, personally appeared J. Garth Klimchuk, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he is the Managing Member of NorthRenew Energy LLC, member of BN Wind Project LLC, a Texas limited liability company ("Member"), and acknowledged to me that he executed the same in his capacity as Manager of the Member and that by his signature on the instrument, the limited liability company on behalf of which the individual acted, executed the instrument.

Notary Public, State of _____
Printed Name: _____
Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Tax Parcel ID: _____

Premises description:
See Attached

Exhibit A

Tract One: (South Tract) An of that certain 493.69 acre tract, or parcel of land or which contains approximately 421.71 acres in Coleman County, and 71.90 acres to Brown County, Texas, and being 18.4409 miles S 43° 50' 02.6" W of the Court House of Brown County, Texas, and being 8.27216 miles N 18° 27' 20.7" E, of the Geographical Center of The State of Texas, of which contain within Coleman County approximately 114.45 acres out of the M.E.P. & P. Survey No. 26, Abstract No. 797, approximately 179.81 acres out of the WM Winnington Survey No. 13, Abstract No. 1294, approximately 127.51 acres out of the B Kuykendall Survey No. 12, Abstract No. 1272, and in Brown County approximately 71.90 acres out of the B Kuykendall Survey No. 12, Abstract No. 585, and being the southerly tract of it 987.38 acre tract and is further described as occupied as follows:

BEGINNING at a 1/2" iron rod set in the westerly line of County Road No. 221, being the SEC of a 412.3 acre tract as described from WD Mathews et ux., to Mt Guthrie, dated June 27, 1940, being of record in Volume 284, Page 253 of the Deed Records of Brown County, Texas, for the South East Corner of this;

THENCE South 89 degrees 02 minutes 23 seconds West, with southerly line of said 412.3 acre tract passing the County Line, and continuing passing the West line of said Survey No. 12, a total distance of 3995.10 feet, (deed call 4005.56 feet), to a 5" steel fence corner post in concrete, being the SWC of said 412.30 acre tract the SEC of a 420 acre tract as conveyed Louis Tongate et ux., to ML Guthrie dated September 8, 1947, being of record in Volume 271, Page 622 of the Deed Records of Coleman County, and continuing with southerly line of said 420 acre tract South 88 degrees 48 minutes 43 seconds West, passing the westerly line of Survey 13, and continuing with a total distance of 2220.50 foot to a 1/4" iron rod set by fence post, and South 88 degrees 30 minutes 15 seconds West, 1198.89 feet to a 3/4" iron rod by a fence corner post, being the SWC of said 420 acre tract, for the South West Corner of this;

THENCE North 01 degrees 02 minutes 54 seconds West, with occupied fence line along the westerly line of said 420 acre tract, passing a new 50 foot wide roadway, and continuing with a total distance of 3656.05 feet to a 1/2" iron rod set, being the SWC of the northerly tract for the North West Corner of this;

THENCE with the new division lines, South 77 degrees 48 minutes 02 seconds East, 1272.51 feet to a 1/2" iron rod set, South 01 degrees 02 minutes 54 seconds East, 429.38 feet to a 1/4" iron rod set, South 28 degrees 40 minutes 13 seconds West, crossing creek, a total distinct of 119.69 feet to a 1/4" iron rod set, South 03 degrees 54 minutes 54 seconds West, 236.27 feet to a 1/4" iron rod set, South 85 degrees 58 minutes 48 seconds East, passing the westerly line of Survey No 13, and continuing with a total distance of 800.07 feet to a 3/4" iron rod set, North 63 degrees 49 minutes 15 seconds East, 178.75 feet to a 1/4" iron rod set, North 77 degrees 19 minutes 59 seconds East, 776.06 feet to a 1/4" iron rod set, North 68 degrees 55 minutes, 23 seconds East, passing the westerly line of said 412.3 acre tract and continuing with a total distance of 828.97 feet to a 1/4" iron rod set, North 67 degrees 06 minutes 28 seconds East, passing the westerly line of Survey No. 12 and continuing with a total distance of 1564.51 feet to a 1/2" iron rod set, South 80 degrees, 39 minutes 51 seconds East, 1787.61 feet to a 1/4" iron rod set, and North 81 degrees 39 minutes 27 seconds East, 607.34 feet to a 1/2" iron rod set in the Westerly line of Brown County Road No. 222, being the SEC of the Northerly Tract, for the North East Corner of this;

THENCE South 01 degrees, 03 minutes 51 seconds East, with westerly line of said County Road, 3021.10 feet to the Place of Beginning and calculated to contain 493.69 acres of land in area.

EXHIBIT C

LESSEE'S OBLIGATIONS

A. Care and Appearance. Lessee shall at all times maintain the Facilities in a neat, clean and presentable condition. Lessee shall keep the Premises clean and free of debris created by Lessee, its contractors, or others entering the Premises at the request of Lessee. Lessee shall not use the Premises for storage except for materials, construction equipment and vehicles directly associated with construction or maintenance of Facilities on the Premises or adjacent lands.

B. Facilities, Fences and Gates. Lessee shall have the right to remove fences, gates and cattle guards, but only as reasonable necessary to accommodate the Project; however, upon Lessor's request, Lessee shall repair or replace any fences, gates or cattle guards damaged or removed in connection with Lessee's activities. Fences removed from locations within the Premises where Lessee has determined removal is necessary to avoid interference with its operations, if replaced, shall be rebuilt by Lessee at its expense in other mutually agreeable locations. Once completed, all replacement fences, gates and cattle guards shall be owned and maintained by Lessor. If Lessee makes a new entrance through any existing fence, Lessee shall install a cattle guard. Lessee will reseed areas cleared by Lessee with the same types of grasses found on adjacent tracts. Any fences, fence corners, gates, or cattle guards repaired, replaced or installed shall be in the same size, quality of materials, quality of construction, and method of construction as the fences, fence corners, gates and cattle guards which are typical of those existing elsewhere on the Premises.

C. Restoration. Upon Lessee's completion of the installation of Facilities, Lessee shall level, re-grade, and reseed the ground disturbed by Lessee's use of the Premises with a sufficient quantity of native seed indigenous to Lessor's adjacent lands to restore vegetation as such existed immediately prior to Lessee's disturbance and to assure vegetation conformity with the surrounding ground to the reasonable satisfaction of Lessor.

D. Operational Restrictions. Lessee and all Lessee's personnel, and all personnel of third parties authorized to enter the Premises by Lessee, shall observe the following rules while on the Premises. Lessor may bar further access to the Premises as to any individual who commits repeated violations of these rules.

- (a) All access gates shall remain padlocked at all times, with keys to each lock provided to Lessor for each gate; all access gates, as well as all interior gates, shall remain closed at all times.
- (b) All personnel shall avoid any contact with any animals on the Premises, and shall avoid causing any unnecessary loud noises on the Premises.
- (c) All personnel shall minimize, to the extent reasonably possible, the creation of dust and the introduction of noxious plants or vegetation to the Premises.
- (d) At no time shall any of employees of Lessee, or any third parties authorized to enter the Premises by Lessee bring any of the following onto the Premises:
 - i. Weapons of any type, including but not limited to, guns, bows and arrows, or sling shots.
 - ii. Animal calling devices.
 - iii. Fishing equipment or nets.

- iv. Alcoholic beverages.
- v. Illegal drugs or related paraphernalia.
- (e) Smoking is prohibited except in designated construction areas and in vehicles. Lessee will employ prudent precautions to prevent fires, including avoiding the build-up of plant material under vehicles. In the event a grass fire is started, Lessor shall be promptly notified. Lessee agrees to pay to Lessor \$15.00 per acre for fire damage to pasture land (whether located on the Premises or adjacent lands owned by Lessor) that is caused by Lessee, its employees, contractors, agents or any individual allowed onto the Premises by Lessee. Such payment shall be due and payable within thirty (30) days of such fire. Such payment shall in no way limit or waive Lessor's right to obtain payment for fire damage to animals, structures, equipment or other things located on the Premises, or lands adjacent to the Premises.
- (f) Lessee shall keep the Premises clean and free of all trash and litter which may emanate from Lessee or its employees, agents, contractors or invitees operations on the Premises, and if Lessee does not do so within ten (10) days' notice from Lessor, Lessee agrees to pay Lessor's costs of picking up such litter and trash either on the Premises or adjacent lands. Under no circumstances will Lessee bury or burn any trash, debris or foreign material of any nature on the Premises.
- (g) Lessee, its employees, contractors, agents and any individual allowed onto the Premises by Lessee will confine their activities on the Premises to the designated access routes and to the areas upon which operations are then being conducted.
- (h) No wood, plants, animals (dead or alive), artifact or any other item that was not originally brought onto the Premises by Lessee's personnel will be removed from the Premises.
- (i) This Lease does not cover or include any right or privilege of hunting or fishing on the Premises, all such rights being expressly reserved to Lessor.
- (j) The following speed limits shall be strictly observed while using roads on the Premises: 45 miles per hour during daylight; 35 miles per hour after dark.
- (k) Use commercially reasonable methods to preserve existing topsoil layers.
- (l) No rocks any larger than six (6) inches in diameter shall be left at surface level if the same were uncovered in construction of tower sites, building roads or installing electric and communication lines.
- (m) All gathering and communication cables shall follow roads to the extent commercially reasonable