

**KEY LEASE TERMS:**

- **Rent:** **\$1,000/Acre**
- **Target Acreage** **Up to 385 Acres**
- **Lease Term** **30 years**
- **Lease Extensions** **2 x 10 years**
- **Diligence Period** **36 months from the Effective Date**
- **Diligence Payments** **\$30/acre paid every 12 months**
- **Optional Diligence Extension** **12 months**
- **Optional Diligence Extension Payment** **\$40/acre**
- **Annual Rent Escalation** **2.5%**
- **Property Description**
  - **See Exhibit A attached hereto.**

## SOLAR GROUND LEASE AGREEMENT

**THIS SOLAR GROUND LEASE AGREEMENT** (this “**Lease**”) is made and entered into by and between the City of Rolla, (“**Landlord**”), and Vichy Solar LLC, a Delaware limited liability company (“**Tenant**”), effective as of the \_\_\_ day of January, 2024 (such date, the “**Effective Date**”). Landlord and Tenant are referred to individually herein as “**Party**” and are collectively referred to as “**Parties**”.

WHEREAS, Tenant and its affiliates wish to build and operate a solar photovoltaic power array (the “**System**”) for the generation, storage, and distribution of electric power (Tenant’s “**Intended Use**”); and

WHEREAS, Tenant desires to lease the Land (as defined below) from Landlord for the purposes and on the terms set forth herein.

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

### AGREEMENT

1. **Purpose.** The foregoing leasehold estate and grant of rents, royalties, credits and profits created by this Lease (collectively, the “**Leasehold Estate**”) is for (i) the production of energy, including solar energy, and for any and all related or ancillary purposes, and Tenant shall have the exclusive right to use the Premises (as defined below) and the unobstructed receipt of and access to sunlight across the Premises for solar energy purposes, to convert all of the solar resources of the Premises and to derive all profits therefrom, and (ii) the development, construction, erection, operation, maintenance, replacement, relocation, and removal of a solar energy project including but not limited to converting solar energy into electrical energy, collecting, storing, and transmitting the electrical energy converted from solar energy, and any and all other activities related to the foregoing collectively, (“**Development Activities**”), including, without limitation:

(a) determining the feasibility of solar energy conversion and power generation on the Premises, including studies of available sunlight and other data and extracting soil samples;

(b) constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and maintaining, repairing, using and operating, any new, existing, additional or repowered (i) buildings and parking areas; (ii) solar power generating equipment, inverters, racking, foundations and concrete pads, mounting and tracking systems, monitoring systems, solar collectors, solar energy conversion systems and other power generation facilities, of any type or technology (the “**Solar Equipment**”); (iii) transmission facilities, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, conduits, foundations, footings, towers, poles, crossarms, guy lines, anchors and wires, and support structures; (iv) overhead and underground control, communications and radio relay systems; (v) substations, power blocks, interconnection and/or switching facilities and electric transformers; (vi) energy storage facilities and batteries of every kind or description; (vii) meteorological and sunlight measurement, research or development equipment; (viii) water pipelines and pumping facilities; (ix) control, maintenance, administration, and security buildings; (x) utility installations; (xi) safety protection facilities; (xii) laydown areas and maintenance yards; (xiii) roads, road-

related structures and erosion control facilities; (xiv) signs and fences; and (xv) other improvements, facilities, machinery and equipment in any way related to or associated with any of the foregoing (collectively, “**Facilities**”);

(c) exercising rights of vehicular and pedestrian ingress and egress upon, over and across the Landlord’s property, for purposes of conducting Development Activities and accessing Facilities (whether such Development Activities are conducted, or Facilities are located, on the Premises, adjacent to the Premises or elsewhere) upon, over and across any and all now existing or hereafter constructed access routes or such new or alternative access routes as Tenant shall determine, including the right to construct, reconstruct, install, improve, replace, relocate and remove from time to time, and maintain, repair, use and operate, new, existing or additional routes, including roads, road-related structures and erosion control facilities, on the Landlord’s property; and

(d) undertaking any other activities, whether accomplished by Tenant or a third party authorized by Tenant, that Tenant reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing purposes.

2. Leased Premises. Landlord hereby agrees to lease to Tenant, and Tenant hereby agrees to lease from Landlord, up to 385 acres of the real property located in Maries County (the “**County**”), Missouri, as more particularly described on Exhibit A attached hereto and made a part hereof (the “**Land**”), together with all personal property, improvements and fixtures located on the Land and all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land (the foregoing, together with the Land, collectively, the “**Premises**”), upon the terms and subject to the conditions set forth herein. Notwithstanding the foregoing, the Premises do not and shall not include Tenant’s Property (defined in Section 12 below).

3. Included Rights and Easements. The following rights and easements shall be included within the Leasehold Estate. Upon Tenant’s request, Landlord shall execute and deliver to Tenant one (1) or more documents in recordable form, reasonably satisfactory in form and substance to Landlord and Tenant, evidencing the rights and easements granted pursuant to this Section 3, and Tenant may cause such documents to be recorded in the official real estate records of the county in which the Premises is located.

(a) Sunlight Easement. An exclusive easement for free and unobstructed collection of solar energy over the entirety of the horizontal space and the entirety of the vertical air space lying above the Premises, prohibiting any obstruction to the open and unobstructed access to the sun. Landlord may not place or plant any trees, structures or improvements on the Premises, or any adjoining property owned by Landlord, that may, in Tenant’s sole judgment, impede or interfere with the collection and conversion of solar energy, unless Landlord has received prior written approval from Tenant for any such trees, structures or improvements. Landlord may submit a letter of request to Tenant, and timely approval or denial of such request shall be in Tenant’s sole discretion.

(b) Power Facility Effects. An easement for any audio, visual, view, light, noise, vibration, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from any Development Activities conducted, or Facilities installed, upon the Premises, including but not limited to rights to cast shadows and reflect glare onto the adjoining premises owned by Landlord, from the Solar Equipment and/or any and all other Facilities, wherever located.

(c) Clearance Rights. An easement to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Premises, or any adjoining or adjacent real property owned by Landlord, which might obstruct receipt of or access to

sunlight throughout the Premises or interfere with or endanger the Facilities or Tenant's Development Activities, as determined by Tenant.

(d) Subjacent and Lateral Support. An easement for subjacent and lateral support on the adjoining premises for Facilities located on the Premises to whatever extent is necessary for the safe construction, operation and maintenance of such Facilities, as reasonably determined by Tenant. Landlord shall not excavate, nor permit excavation, so near the sides of or underneath the Facilities as to undermine or otherwise adversely affect their stability.

(e) Utility Lines. An easement across the Premises and adjoining property owned by Landlord for the installation, maintenance, repair and use of utility lines and equipment, including, without limitation, for water, natural gas and electrical transmission and interconnection.

(f) Signage. An easement to place signs on or proximate to Tenant's Facilities on the Premises.

(g) Access. A non-exclusive easement across the adjoining property owned by Landlord and the Premises for access, ingress and egress to and from the Facilities, by means of existing roads or lanes, which Tenant may improve, or otherwise by such route or routes as Tenant may construct from time to time in such location as reasonably selected by Tenant.

#### 4. Lease Term.

(a) The initial term of this Lease shall commence on the Effective Date and shall end at 11:59 P.M. local time on the last day of the thirtieth (30<sup>th</sup>) full calendar year following the Effective Date or earlier termination of this Lease in accordance with the terms hereof (the "**Initial Term**", and together with any extension pursuant to any Renewal Term, the "**Term**").

(b) Tenant shall have the right, at its option, to extend the Initial Term for up to two (2) additional successive terms of ten (10) years each (each a "**Renewal Term**" and collectively, the "**Renewal Terms**") by providing Landlord with written notice of Tenant's election to extend the Initial Term for the Renewal Term prior to the expiration of the Initial Term (or first Renewal Term, as applicable), *provided, however*, that if Tenant fails to give notice of the exercise of any option to extend, such option shall not lapse unless Landlord gives Tenant written notice requesting that Tenant either exercise or forfeit such option and Tenant, in writing, forfeits such option. The terms of the Lease during each Renewal Term shall be the same terms and conditions applicable during the Initial Term, except as specifically provided herein and references here to the "Initial Term" shall include each effective Renewal Term.

#### 5. Diligence Period.

(a) Starting on the Effective Date and continuing through the earliest to occur of (i) the third anniversary of the Effective Date, (ii) the earlier termination of this Lease, or (iii) the Rent Commencement Date (such period, the "**Diligence Period**"), Tenant (and its agents) shall be permitted access to the Premises at reasonable times and upon commercially reasonable notice to Landlord, for purposes of conducting (at Tenant's expense) any and all investigations or testing of the Premises as Tenant may deem necessary, appropriate or convenient, including without limitation, the surveying or investigation of title, existing or potential use of the Premises, environmental, biological, cultural, historical, tax and appraisal, boundary or geotechnical matters; conducting studies of solar radiation, solar energy and other meteorological data (including the installation and use of meteorological towers and solar energy measurement equipment); conducting soils tests and studies, environmental, endangered/threatened species

and archaeological assessments and surveys; investigating and pursuing land use, permitting and energy development regulatory matters.

(b) Within fourteen (14) business days of the Effective Date Tenant shall make a payment of Thirty Dollars (\$30.00) per acre to Landlord (the “**Diligence Payment**”). Subsequent Diligence Payments which shall be due within fourteen (14) business days of the anniversary of the Effective Date. Tenant may elect to enter into an optional Diligence Period extension (a “**Diligence Extension**”) of twelve (12) months by making a Diligence Extension payment of Forty Dollars (\$40.00) per acre within fourteen (14) business days of the third anniversary of the Effective Date. For the avoidance of doubt, Tenant has the option to terminate the lease at any time during the diligence period. If Tenant chooses to terminate the Lease, no further diligence payments shall be due.

(c) During the Diligence Period, Tenant may obtain an ALTA survey of the Premises, which shall set forth and conclusively establish (i) the metes and bounds legal description of the Land and (ii) the net acreage of the Land (the “**Acreage**”, and each such acre, an “**Acre**”).

(d) Landlord shall provide to Tenant any of the following in Landlord’s possession or control, within five (5) days following the Effective Date: (i) any notice of violation of any law or regulation, including zoning laws applicable to the Premises, (ii) any “Phase I” and other environmental assessment reports regarding the Premises, (iii) Landlord’s most recent survey and title insurance policy relating to the Premises, (iv) any governmental permits for the Premises and (v) any other surveys, physical condition reports, notices regarding zoning or government action with respect to the Premises.

6. Termination of Lease.

During the Diligence Period, Tenant shall have the right to terminate this Lease as to the Premises or any part thereof, for any reason or for no reason, exercisable upon written notice from Tenant to Landlord of Tenant’s election to terminate. Following the Rent Commencement Date, Tenant shall have the right to terminate this Lease: (i) exercisable upon at least thirty (30) days’ advance written notice to Landlord, (ii) pursuant to the failure of any condition described in Section 6(b) below, or (iii) upon Tenant’s determination that it would not be commercially reasonable to proceed with the construction or operation of the System; *provided*, that if Tenant so terminates pursuant to this clause (iii), then such termination shall be effective as of the date that Tenant pays to Landlord a termination fee equal to the unpaid balance of the total Rent that would otherwise be due for the first twelve (12) months following the Rent Commencement Date.

7. Rent Commencement.

(a) Tenant’s obligation to pay Rent (defined in Section 8(a)) and Taxes (as defined in Section 16) shall commence on the earlier of (i) date identified by Tenant in a written notice to Landlord in substantially the form attached hereto as Exhibit C or (ii) the Construction Commencement Date (defined below), as confirmed by written notice from Tenant to Landlord (the earlier of such dates, the “**Rent Commencement Date**”). The “**Construction Commencement Date**” shall mean the date that Tenant moves construction equipment (including road graders, bulldozers or other road construction equipment) onto the Premises and begins clearing roads; *provided*, however, that (x) moving such equipment onto the Premises and clearing of roads in connection with the following preliminary due diligence activities shall not be considered commencement of construction: environmental studies, solar measurement studies, geotechnical studies, surveys, engineering studies, core sampling, installing solar measurement equipment, or transporting materials, or (y) actions taken on the Premises solely for the purpose of qualifying the System for any federal tax production or investment credit or other similar tax credits related to the

production of energy from or installation of System, shall not, for the purposes of this Lease, cause the Construction Commencement Date to occur. For the avoidance of doubt, any work performed by or on behalf of the servicing utility company to upgrade or install electrical equipment in preparation for Tenant's construction of the Premises shall not be considered to be the Construction Commencement Date or to trigger the Rent Commencement Date. If before the expiration of the Diligence Period (including any extension thereof), Landlord has not received notice of Tenant's election to either terminate the Lease or to continue the Lease and proceed with the Rent Commencement Date, then Landlord may send Tenant a written request for confirmation of such election. Thereafter, Tenant shall respond with written confirmation of either (1) the occurrence of Rent Commencement Date or (2) Tenant's election to terminate the Lease in accordance with Section 3(d). Tenant's failure to respond in writing within fifteen (15) days following receipt of Landlord's request shall result in Tenant's deemed election to terminate this Lease.

(b) Landlord shall furnish Tenant with a signed, completed form W-9 within ten (10) days following the Effective Date and thereafter within thirty (30) days of any event causing a change in any of the information set forth in the previously delivered W-9, including any transfer or assignment of the Landlord's interest in the Lease. For convenience, a form W-9 is attached hereto as Exhibit D. Without limiting Tenant's obligation to pay Rent or other amounts due to Landlord hereunder, Tenant shall be entitled to delay making any such payments to Landlord until Landlord has provided such W-9. For clarification only, if a payment is delayed in accordance with this Section 7(b), such delay shall not invalidate or affect an otherwise valid (i) extension of the Diligence Period under Section 5(b) or (ii) commencement of the Term and establishment of the Rent Commencement Date in accordance with Section 7(a).

8. Rent; Payment Schedule; Rent Escalation.

(a) Annual rent ("**Rent**") for each year during the Term shall be One Thousand Dollars (\$1,000.00) per Acre (prorated for any fractional Acre), subject to escalation in accordance with Section 8(c).

(b) Rent shall be payable in advance in semi-annual installments due on each January 15 and July 15 during the Term (each, a "**Rent Payment Date**"); provided, that the first installment of Rent shall be due on the Rent Commencement Date and shall be prorated, on a daily basis, for the period between the Rent Commencement Date and the first Rent Payment Date.

(c) Starting on the first (1<sup>st</sup>) anniversary of the first Rent Payment Date, and for each annual anniversary thereafter, the annual Rent shall be increased by two and one-half percent (2.5%) over the Rent otherwise then in effect.

(d) For purposes of clarification only, Tenant and Landlord acknowledge and agree that Rent shall be determined in accordance with this Section 8 during the entire Term of the Lease, including any Renewal Term.

9. Utilities. During the Term, Tenant shall arrange and pay for all water, electric, telecommunications and any other utility services consumed by the Facilities or Tenant on the Premise. Tenant, at its option and its cost, may install a separate meter for each such water, electric, telecommunications and any other utility services. Landlord agrees to fully cooperate with Tenant and such utility service, as is necessary and required, to permit such utilities on the Premises.

10. Crops. Prior to the Rent Commencement Date, Landlord may plant farm crops or enter into a lease for the planting of farm crops on the Premises; provided, that Landlord shall provide Tenant with

written notice thereof prior to the planting of such crops or execution of any such farm lease, which notice shall include the estimated date(s) for planting and harvesting such crops. Following receipt of such notice, Tenant may, in Tenant's sole discretion, elect to (i) delay the Rent Commencement Date until the earlier of the date that any crops actually planted on the Premises are harvested or one year following the date of such notice, or (ii) commence construction of the System and reimburse Landlord for the actual and reasonable costs incurred up to the Construction Commencement Date in planting and maintaining the crops on the Premises (in which case Tenant shall be entitled to dispose of the crops without further liability to Landlord therefor). The Parties agree that any farm lease entered into after the Effective Date shall be expressly terminable upon thirty (30) days' notice and Landlord shall provide such notice to the farm lessee upon reasonable request from Tenant.

11. Mineral Estate Covenants. Landlord hereby represents and warrants that, to the best of their knowledge the parties listed on Exhibit E own or lease all subsurface oil, gas and other minerals in, on, under the Premises or that may be produced from the Premises ("**Mineral Estate**"). During the Diligence Period, Tenant may conduct further due diligence with respect to the ownership of the Mineral Rights and the parties agree to update Exhibit E based on a third-party mineral ownership report of the Premises. If Landlord does not own all of the Mineral Estate, Landlord shall cooperate with, assist, and facilitate, Tenant's efforts to obtain surface rights waiver instruments or non-interference agreements from the lessees, holders or tenants of the Mineral Estate (such surface rights waivers or non-interference agreements to be in the form required by Tenant) Landlord waives the rights of ingress and egress to enter upon the surface of the Premises and the area located between the surface and five hundred (500) feet beneath the surface of the Premises for purposes of exploring for, developing, drilling, producing, transporting, or any other purposes incident to the development or production of oil, gas, or other minerals on the Premises. On request from Tenant, Landlord shall execute recordable instruments evidencing such waiver of surface rights and non-interference agreements in the form required by Tenant further confirming the provisions of this Section 11.

12. Tenant's Property. The System and its constituent parts, together with any and all improvements or other features constructed on, or personal Premises installed or placed on the Premises by or for Tenant, including without limitation, machinery, fixtures, trade fixtures, equipment, racking, inverters, cables, solar panels, the System, the Facilities, and other personal property (collectively, "**Tenant's Property**") are personal property regardless of the manner of attachment to the Premises. Tenant's Property is and shall at all times during the Term be deemed to be the property of Tenant (subject to any Assignment in accordance with Section 27(a)), to be removed at Tenant's expense upon the expiration or earlier termination of the Term. For the avoidance of doubt and without limiting the foregoing, Landlord hereby waives all rights to distraint, possession or landlord's lien against Tenant's Property, if any, and shall not cause the creation of, or attachment to, Tenant's Property of any liens (including mechanics and judgment liens) or other encumbrances. For the avoidance of doubt, Landlord is not responsible for payment of any Taxes assessed on Tenant's Property. Landlord acknowledges and agrees that Tenant may or may not elect to construct, install, or develop a System or Facilities on the Premises in its sole discretion. Tenant shall have no responsibility or liability to Landlord or any other party in the event Tenant does not construct, install, or develop the System or other Facilities on the Premises.

13. Use and Occupancy. The use of the Premises by Tenant shall be for the Intended Use or any other lawful uses that are incidental to, or not inconsistent with, the Intended Use. Landlord shall deliver sole and exclusive possession of the Premises to Tenant on the Rent Commencement Date. Following the Rent Commencement Date, neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises except as specifically permitted hereunder. Moreover, during the Term, Landlord covenants and agrees that it will not (i) materially interfere with or prohibit the free, uninterrupted and complete use and enjoyment by Tenant of the rights granted by this

Lease; (ii) take any action or permit any condition to exist on the Premises or adjacent property owned or controlled by Landlord which will materially interfere with the availability or accessibility of the solar resource on or to the Premises; (iii) take any action which will in any way materially interfere with the transmission of electric, electromagnetic or other forms of energy to or from the Premises; or (iv) take any action which will materially impair Tenant's access to the Premises for the purposes specified in this Lease, materially obstruct access to the solar resource on, over or across the Premises, or materially impair Tenant's access to any or all of the Facilities.

14. Alterations and Construction Rights. Tenant may, at its expense and without the consent of Landlord, remove and/or alter any existing improvements on the Premises, and make any alterations, additions, improvements and changes to the Premises that Tenant deems reasonably necessary in the operation of its business, including without limitation installation of fencing, security devices and/or signage; provided, that such alterations, additions, improvements and changes are made in compliance with applicable laws Landlord shall sign and deliver all applications and other documents, and shall take all such other actions, as are reasonably requested by Tenant in connection with obtaining any re-zonings, variances or other approvals as Tenant shall deem necessary or desirable in connection with the construction and operation of the Premises.

15. Effect of Termination or Expiration.

(a) Upon the termination or expiration of this Lease, whether as to the entire Premises or only as to part, Tenant shall, as soon as practicable thereafter, unless otherwise mutually agreed upon, (i) remove from the Premises (or applicable portion thereof) all above surface grade Facilities and other personal property owned, located, installed or constructed by or on behalf of Tenant thereon, (ii) remove (from the Premises or applicable portion thereof) concrete footings, foundations and other fixtures of Tenant, (iii) cover up all pit holes, trenches and other borings and excavations made by or on behalf of Tenant on the Premises (or applicable portion thereof), (iv) leave the surface of the Premises (or applicable portion thereof) free from debris arising from the foregoing or from the operations or activities of Tenant and (v) otherwise restore any portion of the Premises (or applicable portion thereof) disturbed by Tenant to a condition reasonably similar to its original condition as of the Construction Commencement Date, consistent with the uses permitted by this Lease. Reclamation shall include, as applicable, repair or replacement of damaged drainage tile, leveling, terracing, mulching and other reasonably necessary measures to prevent soil erosion. Landlord grants Tenant a license for reasonable access to the Premises during the performance of such removal and other work by Tenant for a period of twelve (12) months following the termination or expiration of this Lease. During such period, Tenant will continue to pay Rent pursuant to Section 8.

(b) In the event Tenant is not required by any state or local jurisdiction with authority over the Project to post security for the removal of the Facilities and remediation of the Premises, Lessee agrees to post security or other financial assurances to cover the estimated remediation costs associated with decommissioning and removal of the Facilities on the Premises described in Section 15.(a) (the "**Remediation Requirements**"), less the salvage value of the Facilities (the "**Remediation Security**"). The Remediation Security shall be equal to the estimated amount, if any (the "**Net Removal Costs**"), by which the cost of the removal and remediation of the Facilities exceeds the salvage value of the Facilities, which Net Removal Costs shall be determined as set forth below. To the extent that the Net Removal Costs are zero (or negative), the Remediation Security shall not be required; provided, however, that Tenant shall re-evaluate the need for Remediation Security every five (5) years after the tenth (10<sup>th</sup>) anniversary of the Effective Date. The Remediation Security shall be, at Tenant's option, any of the following: corporate security bonds, a surety bond from an insurance company with a Best's Rating of not less than A-, a guarantee of the decommission obligations from a creditworthy entity, a letter of credit issued by a



creditworthy financial institution, a cash deposit or other security reasonably acceptable to both Parties. The Remediation Security shall be posted no later than the tenth (10<sup>th</sup>) anniversary of the Initial Term Start Date. The Net Removal Costs shall be determined by an independent engineer mutually selected by the Parties. If the Parties cannot agree upon an independent engineer within thirty (30) days, then the independent engineer shall be selected by a state district judge located in the county in which the Premises are located. The decision of such independent engineer (however selected) as to the Net Removal Costs shall be conclusive as between and binding upon the Parties hereto. The cost incurred for the services of the independent engineer shall be borne by the Tenant. If Tenant fails to timely comply with the Remediation Requirements and such failure remains uncured after all applicable notice and cure periods, then Lessor may draw on the Remediation Security for the purpose of removing any of the Facilities and completing the Remediation Requirements.

(c) In the event Tenant is required by any state or local jurisdiction to post security for the removal of the Facilities and remediation of the Premises, Tenant shall not be required to post the Remediation Security, but Tenant shall use commercially reasonable efforts to cause Lessor to be named as a beneficiary of such security to the extent permitted by such jurisdiction.

16. Taxes.

(a) Tenant shall pay Tenant's Portion (calculated in accordance with this Section 16(a)) of the Tax Bill, applicable to each tax year or part thereof which falls within the Term. Landlord shall provide Tenant with copies of all invoices, bills and notices (collectively, "**Tax Bills**") regarding all real estate and ad valorem taxes and assessments imposed or levied on the Premises by any applicable government taxing authority (each, a "**Tax**", and collectively, "**Taxes**"), within five (5) days of Landlord's receipt of any such Tax Bill. Tenant shall remit payment directly to the taxing authority for any Tax Bill that Tenant receives; provided, that if the Premises are comprised of less than 100% of a larger tax parcel ("**Larger Parcel**"), Tenant shall pay the portion of the Tax Bill allocable to the Premises (such portion, "**Tenant's Portion**"), which portion shall bear the same relationship to the total Tax Bill as the Premises bears to the Larger Parcel. The parties shall include and confirm Tenant's Portion in the written acknowledgment of the Rent Commencement Date. Without limiting the foregoing, if Landlord fails to pay the balance of any Tax Bill when due, Tenant shall have the right, but not the obligation, to pay the balance of such Tax Bill on Landlord's behalf and deduct any amounts so paid from future installment payments of Rent.

(b) Without limiting Section 16(a), if Tenant's use of the Premises results in the revocation of a classification of the Premises as "agricultural land", "forestry land" or similar classification, thereby triggering liability for "rollback" taxes, Tenant shall pay Tenant's Portion of the rollback tax liability, together with Tenant's Portion of any related interest or penalties, other than interest and/or penalties arising from Landlord's failure to timely provide Tenant with a copy of such Tax Bill.

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

17. Fire or Other Casualty. If during the Term, all or part of the Premises or Tenant's Property are damaged by fire, wind, flood, earthquake or other casualty, with the result that, in Tenant's sole discretion, it would not be commercially or economically reasonable or desirable to repair and restore the Premises and/or Tenant's Property, as applicable, then Tenant may terminate this Lease by providing Landlord with written notice of the same and vacating the Premises in compliance with Section 15 hereof. Tenant, or its

successor in interest, shall be entitled to 100% of any proceeds from casualty insurance policies maintained by Tenant.

18. Condemnation.

(a) If during the Term, all or part of the Premises and/or Tenant's Property shall be subject to condemnation, the exercise of the power of eminent domain, or other governmental taking (the foregoing, collectively, a "**Taking**") with the result that, in Tenant's sole discretion, the unaffected portion of the Premises is insufficient or otherwise unsuitable for Tenant's continued use of the Premises for the Intended Use or such other use as existed at the time of the Taking (a "**Total Taking**"), then Tenant may terminate this Lease by providing Landlord with written notice of the Total Taking, the Lease shall terminate effective as of the date set forth in such notice, and Tenant shall vacate the Premises in accordance with Section 15.

(b) If during the Term, all or part of the Premises and/or Tenant's Property shall be subject to a Taking that, in Tenant's sole determination, does not constitute a Total Taking (a "**Partial Taking**") then Tenant shall notify Landlord of the occurrence of the Partial Taking and (i) concurrently with such Taking this Lease shall terminate with respect to the affected portion of the Premises, which Tenant shall vacate in accordance with Section 15, (ii) this Lease shall continue in full force and effect with respect to the unaffected portion of the Premises and (iii) the Acreage shall be reduced for each Acre subject to the Taking. For purposes of clarification only, Tenant shall be entitled to remove Tenant's Property from any portion of the Premises that is subject to a Taking.

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

(d) All payments made by a condemnor on account of a taking by eminent domain that are attributable to Landlord's fee interest in the Premises shall be the property of the Landlord, except that Tenant shall be entitled to any award or amount paid pursuant to any condemnation proceedings for the value of Tenant's leasehold and easement interest in the Premises, the value of the Facilities, or 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 this Lease.

19. Default. In the event of any alleged default or failure to perform any obligation under this Lease ("**Default**"), the non-defaulting Party shall give written notice thereof to the alleged defaulting Party and any Mortgagee that has, in writing to the noticing Party, requested Default notice copies, which notice shall include the acts required to cure the same with reasonable specificity ("**Notice of Default**"). The Party given notice of failure to make any monetary payment when due shall have a period of forty-five (45) days after such notice is given within which to make the payment and cure such default. In the event of any other failure, the defaulting Party shall have a period of forty-five (45) days within which to cure such Default, which period shall be extended to the extent reasonably necessary to complete such cure so long as the cure was commenced within forty-five (45) days after such Notice of Default is given and thereafter prosecuted with due diligence. Any prohibited conduct under this Lease may be enjoined and this Lease shall be specifically enforceable. Except as qualified by Section 28 of this Lease, upon an uncured Default by a defaulting Party under this Lease, the non-defaulting Party shall have and shall be entitled to exercise any and all remedies available to it at law or in equity, all of which remedies shall be cumulative; *provided, however*, at all times while there are Facilities located on the Premises, Landlord shall not (and hereby waives the right to) commence any action or proceeding in which termination, cancellation, rescission or

reformation of this Lease is sought as a remedy, and Landlord shall be limited to seeking damages in the event of any failure by Tenant to perform its obligations hereunder; further provided, however, that if Tenant fails to pay to Landlord within the time specified by any court of last resort with jurisdiction any damages awarded Landlord by such court, then Landlord may, after giving a Notice of Default and subject to the provisions of Section 28, terminate this Lease. The Non-Defaulting Party may pay or perform any obligations of the Defaulting Party that have not been paid or performed as required hereunder and to obtain (i) subrogation rights therefor and (ii) prompt reimbursement from the defaulting Party for the actual, reasonable, and verifiable out-of-pocket costs of such payment or performance. Tenant may, in its sole discretion, elect to cure a Default on the part of Landlord, in which case Tenant shall be entitled to offset future payments of Rent or other amounts due to Landlord hereunder with the reasonable and documented out of pocket expenses incurred by Tenant in pursuing to cure such Default.

20. Indemnifications.

(a) Indemnity by Tenant. **SUBJECT TO SECTION 20(B) BELOW AND EXCEPT TO THE EXTENT THAT LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE RESULTS FROM OR ARISE AS A RESULT OF AN ACT OR OMISSION OR FRAUD OR MISREPRESENTATION OR NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR ANY PARTNER, DIRECTOR, OFFICER, MEMBER, SHAREHOLDER, TENANT, LENDER, EMPLOYEE, CONTRACTOR, AGENT, INVITEE, GUEST, SUCCESSOR OR ASSIGN OF LANDLORD (“LANDLORD’S AGENTS”), TENANT SHALL DEFEND, INDEMNIFY AND HOLD LANDLORD, THE PREMISES, AND LANDLORD’S DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS, PARTNERS, AGENTS, SUCCESSORS AND PERMITTED ASSIGNS, FREE AND HARMLESS FROM ANY AND ALL REASONABLE, ACTUAL, OUT-OF-POCKET LIABILITY, CLAIMS, LOSS, DAMAGES, OR EXPENSES (COLLECTIVELY, “CLAIMS”) TO THE EXTENT CAUSED BY TENANT’S OCCUPANCY AND USE OF THE PREMISES, SPECIFICALLY INCLUDING, WITHOUT LIMITATION, ANY CLAIM ARISING BY REASON OF THE FOLLOWING: (1) THE DEATH OR INJURY OF ANY PERSON, UPON THE PREMISES, CAUSED OR ALLEGEDLY CAUSED BY EITHER (A) THE CONDITION OF THE PREMISES OR FACILITY ON THE PREMISES RESULTING FROM TENANT’S ACTIVITIES UPON THE PREMISES, OR (B) A NEGLIGENT ACT OR OMISSION ON THE PREMISES OF TENANT OR ANY PERSON IN, ON, OR ABOUT THE PREMISES WITH THE EXPLICIT PERMISSION AND CONSENT OF TENANT; (2) ANY WORK PERFORMED ON THE PREMISES OR MATERIALS FURNISHED TO THE PREMISES AT THE EXPLICIT REQUEST OF TENANT OR ANY PERSON OR ENTITY ACTING FOR OR ON BEHALF OF TENANT; OR (3) TENANT’S FAILURE TO COMPLY WITH ANY REQUIREMENT OF LAW OR ANY REQUIREMENT IMPOSED ON TENANT OR THE PREMISES BY ANY DULY AUTHORIZED GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION.**

(b) Indemnity by Landlord. **SUBJECT TO AND WITHOUT WAIVING SOVEREIGN IMMUNITY, LANDLORD SHALL DEFEND, INDEMNIFY AND HOLD TENANT, AND TENANT’S DIRECTORS, OFFICERS, MEMBERS, MANAGERS, SHAREHOLDERS, PARTNERS, MORTGAGEES, AFFILIATES, SUBSIDIARIES, EMPLOYEES, CONTRACTORS, AGENTS, INVITEES, GUESTS, SUCCESSORS AND PERMITTED ASSIGNS (“TENANT’S AGENTS”) HARMLESS FROM AND AGAINST ALL DEFAULTS AND MISREPRESENTATIONS BY LANDLORD (SUBJECT TO APPLICABLE CURE PERIODS) AND ALL CLAIMS (INCLUDING, WITHOUT LIMITATION, (X) CLAIMS FOR DAMAGE TO PROPERTY OR DEATH OF OR INJURY TO PERSONS AND (Y) ATTORNEYS’ FEES AND DISBURSEMENTS) RESULTING FROM THE ACTIVITIES OF LANDLORD AND LANDLORD’S AGENTS ON, ABOUT OR WITH RESPECT TO THE PREMISES; EXCEPT TO**

**THE EXTENT THAT SUCH CLAIMS ARE DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT OR TENANT'S AGENTS. NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS SECTION 20(B), LANDLORD SHALL NOT BE RESPONSIBLE FOR INDEMNIFYING TENANT FOR THE IMPACTS OF DUST OR OVERSPRAY OF NUTRIENTS THAT ARE PART OF NORMAL FARMING ACTIVITIES ON LAND OWNED BY TENANT ADJACENT TO THE PREMISES.**

21. Notices. All notices, elections, demands, requests, and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, by national overnight courier service which provides tracking and acknowledgement of receipts or by email. All notices and other communications must be given to a Party at its address as shown below or to such other address as such Party may designate by notice pursuant hereto from time to time to the other Party:

If to Landlord: City of Rolla  
Attention: Rolla City Administrator  
901 N. Elm St.  
Rolla, MO 65401  
Tel: 573-426-6948

If to Tenant: c/o Vesper Energy Development LLC  
125 E. John Carpenter Freeway, Suite 525  
Irving, TX 75062  
Attention: Legal  
Tel: 817-459-7538  
Email: [notices@vesperenergy.com](mailto:notices@vesperenergy.com)

or at such other address as may hereafter be designated in writing by either party hereto, or by any other method if actually received. The time and date on which mail is received shall be the time and date on which such communication is deemed to have been given.

22. Non-Disturbance Agreement. Upon Tenant's request, Landlord shall execute, and take commercially reasonable efforts to cause any current beneficiaries of any mortgages/deeds of trust, or any other parties with an interest secured by Landlord's interest in the Land, to enter into an agreement with Tenant confirming that no such party will disturb or extinguish Tenant's interest in the Land and in this Lease. Such agreement shall be in form and substance reasonably agreeable to Tenant and any Mortgagee.

23. Landlord's Representations and Warranties.

(a) Landlord represents and warrants, that as of the Effective Date, and again as of the Rent Commencement Date:

- (i) Landlord owns the Land in fee simple, and has all requisite right, power and authority to enter into this Lease, without the consent or joinder of any party not joining in the execution hereof;
- (ii) no hazardous or toxic substances have been released or manufactured, or are present on the Premises in amounts in excess of the lawful limit absent a permit;

- (iii) Landlord has not received any notice of any Taking, zoning change or legal noncompliance relating to the Premises;
- (iv) the Premises are free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants;
- (v) there are no service or maintenance contracts affecting the Premises;
- (vi) there are no delinquent or outstanding Taxes, liens or other impositions levied or assessed against the Premises or any larger parcel of Premises of which the Premises is a part;
- (vii) except for this Lease, there are no leases, options to purchase, license agreements or other third-party rights to use or possess the Premises, whether written or oral, recorded or unrecorded, except as set forth on Exhibit B attached hereto and made a part hereof;
- (viii) Landlord is not in the hands of a receiver nor is an application for such a receiver pending, nor has Landlord made an assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy nor is Landlord a defendant in any ongoing or pending litigation proceedings;
- (ix) if Landlord is a limited partnership, trust, limited liability company, corporation or other business entity, the undersigned representatives of Landlord have full power and authority to execute and deliver this Lease; and
- (x) if Landlord is one or more natural persons, except for the spouse identified on the signature page to this Lease, such natural persons are unmarried.

24. Insurance.

(a) During the Term, Tenant shall maintain the following policies of insurance, at Tenant's cost and expense, a policy or policies of insurance providing Commercial General Liability Insurance for Tenant's liability arising out of claims for bodily injury (including death) and property damage, in each case having coverage not less than \$1,000,000.

(b) Upon Landlord's request, Tenant will promptly furnish Landlord with certificates of insurance evidencing the insurance required to be maintained under Section 24(a).

25. Landlord Covenants. From and after the Effective Date until the expiration or earlier termination of the Term,

- (a) Landlord shall not, without the prior written consent of Tenant,
  - (i) institute or consent to any rezoning of the Premises;
  - (ii) further encumber or suffer to exist the further encumbrance or Transfer of the Premises (except as caused by or on behalf of Tenant) except in accordance with Section 27 of this Lease; or

- (iii) cause or permit any activities or conditions that would impair operation of the System (including, without limitation, by erecting or permitting to be erected any cell towers, water towers, billboards, silos, trees or any other natural or man-made structures to be placed, constructed, or to otherwise exist on any real property owned or controlled by Landlord that may diminish the quantity and quantity of sunlight that otherwise would reach the System or any portion thereof).

(b) Landlord shall provide notice to Tenant within fifteen (15) days following the commencement of any proceedings in bankruptcy, insolvency or similar proceedings with respect to Landlord, and

(c) Landlord shall promptly give Tenant a copy of any notice of any kind received by Landlord regarding the Premises or any Taxes during the Term.

26. Memorandum of Lease. Landlord and Tenant shall execute, in recordable form, and Tenant shall then record, a memorandum of this Lease (“Memorandum”) in the form attached hereto as Exhibit F. During the Term, Tenant shall have the right, from time to time, to file an amendment to the Memorandum and this Lease revising the legal description of the Premises with the legal description provided by Tenant’s surveyor, as may be modified from time to time by subsequent surveyors, provided, however, such amended legal description of the Premises does not materially exceed the boundaries of the Premises as originally described in Exhibit A. Landlord hereby grants Tenant the right to execute such amendment to the Memorandum and this Lease without obtaining the prior consent of Landlord and without requiring Landlord’s signature. Tenant shall provide a copy of each such amendment to Landlord within sixty (60) days after the amendment has been filed in the public records of the county where the Premises is located, and the legal description provided shall replace the legal description on the attached Exhibit A. Landlord hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Agreement, at the request of Landlord, Tenant agrees to provide a recordable acknowledgement of such termination to Landlord.

27. Assignment; Right to Encumber; Division of Lease.

(a) Assignment by Tenant; Mortgage by Tenant.

- (i) Landlord hereby consents and grants to Tenant the right, on an exclusive or non-exclusive basis, to grant, sell, lease, convey or assign all or a portion of Tenant’s interest in the Agreement, the Facilities or the Solar Equipment or to grant co-leases (including, without limitation, co-tenancy interests), separate leases, subleases, easements, sub-easements, licenses or similar rights to Tenant’s interest in the Agreement, Premises, the Facilities or the Solar Equipment (collectively “**Assignment**”) to one or more persons or entities that qualify as a Permitted Assignee. A “**Permitted Assignee**” means either (1) an Affiliate or Subsidiary of Tenant or (2) a third party not affiliated with Tenant that has (A) operations of utility scale energy generation facilities that, in the aggregate, total one hundred (100) MW or greater of general capacity, (B) a minimum net worth of Fifty Million Dollars (\$50,000,000.00) and (C) the ability to fulfill the obligations of Tenant under this Agreement. An assignment of Tenant’s interest in the Agreement or Facilities to any other entity other than a Permitted Assignee shall require Landlord’s consent, which shall not be unreasonably withheld. Further, any assignment of Tenant’s interest in the

Agreement or Facilities to an entity that is owned by, or the majority of its stock or other ownership interest is held or controlled by, citizens of or is directly controlled by the government of China, Iran, North Korea or Russia shall require Landlord's prior written consent. No Landlord consent shall be required for any change in ownership of Tenant, provided Tenant shall notify Landlord promptly following to the occurrence of any such Assignment.

- (ii) Landlord further hereby consents and grants to Tenant the right, on an exclusive or non-exclusive basis, to encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of Tenant's right, title or interest under this Lease, Premises, the Facilities and/or in any Solar Equipment to any Mortgagee (defined below) as security for the repayment of any indebtedness and/or the performance of any Mortgage (defined below). If any additional consent is needed, Landlord shall not unreasonably withhold, condition, or delay its consent to any assignment that is not allowed by the preceding portions of this Section 27. All Assignees will be subject to all of the obligations, covenants and conditions applicable to Tenant under this Lease. Upon Tenant's assignment of its entire interest under this Lease as to all or any portion of the Premises, or as may otherwise be provided in the applicable grant, sale, lease, conveyance or assignment document, Landlord shall recognize the Assignee as Tenant's proper successor, the Assignee shall have all of the assigned rights, benefits and obligations of Tenant under and pursuant to this Lease, and Tenant shall be relieved of all of its obligations relating to the assigned interests under this Lease that relate to acts or omissions which occur or accrue following the effective date of such grant, sale, lease, conveyance or assignment. As used in this Lease, (1) the term "Mortgagee" means, collectively, any financial institution or other person or entity that from time to time provides debt or equity financing for or otherwise encumbers some or all of Tenant's or an Assignee's interest in the Agreement, the Facilities or Solar Equipment, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns, (2) the term "Mortgage" refers to the mortgage, deed of trust or other security interest in this Lease, the Facilities and/or the Solar Equipment given to a Mortgagee in connection with such financing and (3) the term "Mortgaged Interest" refers to the interest in this Lease, the Premises, the Facilities and/or the Solar Equipment, that is held by the Mortgagee.

(b) Notice to Landlord. Following an Assignment or the granting of a Mortgage as contemplated by Section 27(a), Tenant, or the Assignee or Mortgagee will give notice of the same (including the address of the Assignee or Mortgagee for notice purposes) to Landlord; provided, however, that the failure to give such notice shall not constitute a default but rather shall only have the effect of not binding Landlord hereunder with respect to such Assignee or Mortgagee until such notice is given. Any Assignment by Tenant of its interests in this Lease shall release Tenant from all obligations accruing after the date that liability for such obligations is assumed by Assignee.

(c) Division into Separate Agreements. Tenant may divide the leasehold and easement rights and interests granted hereunder to accommodate two (2) or more separate Projects or phases of development. If Tenant elects to divide the leasehold and easement rights and interests into two (2) or more

Projects or phases of development, then Landlord shall, within twenty (20) days after written request from Tenant, and without demanding any additional consideration, bifurcate this Lease by entering into and delivering to Tenant two (2) or more stand-alone new agreements (which shall supersede and replace this Lease) that provide Tenant with separate leasehold estates in different portions of the Premises, as designated by Tenant. Each of such new agreements shall: (i) specify the portion(s) of the Premises to be covered thereby (and the term "Premises", as used therein, shall refer only to such portion(s)); (ii) contain the same terms and conditions as this Lease (except for any requirements that have been fulfilled by Tenant, any Assignee, or any other person or entity prior to the execution of such new agreements, and except for any modifications that may be required to ensure that Tenant's and Landlord's respective combined obligations under such new leases do not exceed their respective obligations under this Lease) and be in a form reasonably acceptable to Tenant and Landlord; (iii) be for a term equal to the then-remaining Term; (iv) contain a grant of access, transmission, communications, utility and other easements for the benefit of the bifurcated leasehold estates, covering such portion or portions of the Premises as Tenant may designate (but only to the extent permitted in this Lease); (v) require payment to Landlord of only an acreage-proportionate part of the amounts hereof; and, (vi) to the extent permitted by law, enjoy the same priority as this Lease over any existing lien, encumbrance or other security interest affecting the Premises (a "**Lien**").

(d) Assignments by Landlord. The burdens of this Lease and other rights contained in this Lease shall run with and against the Premises and shall be a charge and burden thereon for the duration of this Lease and shall be binding upon and against Landlord and its personal representatives, executors, administrators, heirs, successors and assigns. Landlord shall notify Tenant in writing of any sale, assignment or transfer of any of Landlord's interest in the Premises, or any part thereof. Until such notice is received, Tenant shall have no duty to any successor Owner, and Tenant shall not be in default under this Lease if it continues to make all payments to the original Landlord before notice of sale, assignment or transfer is received. In the case of Landlord's sale/transfer of the entirety of the Premises, all future Rent will be paid to the assignee/transferee. In the case of Landlord's sale/transfer of part of the Premises: Rent will be apportioned based on the acreage of the Premises sold; Tenant will not be required to apportion Rent for the year of the assignment/transfer; and, if requested by Tenant, Landlord and Landlord's assignee/transferee will execute discrete lease agreements or an acknowledgement (in a form reasonably requested by Tenant) of the transfer causing a creation of separate agreements.

28. Mortgagee Protection. Any Mortgagee shall, for so long as its Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the following protections:

(a) Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Mortgagee shall have the absolute right: (i) to assign its security interest; (ii) to enforce its lien and acquire title to the Leasehold Estate and easement rights by any lawful means; (iii) to take possession of and operate the Facilities or any portion thereof and to perform all obligations to be performed by Tenant or Assignee under this Lease, or to cause a receiver to be appointed to do so; and, (iv) to acquire the Leasehold Estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the Leasehold Estate and easement rights to a third party. Landlord's consent shall not be required for (x) the pledge, mortgage or hypothecation of Tenant's rights in the Agreement, the Facility, or Tenant or (y) the acquisition of Tenant's or Assignee's leasehold estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure. Landlord agrees that any Mortgagee or investor shall have the right to make any payment and to do any other act or thing required to be performed by Tenant under this Lease, and any such payment, act or thing performed by Mortgagee or investor shall be effective to prevent a default under this Agreement and any forfeiture of any of Tenant's rights under this Agreement as if done by Tenant itself.



(b) Notice of Breach: Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by Tenant or Assignee, Landlord shall give written notice of the default to each Mortgagee (for whom Landlord has been provided notice information) concurrently with delivery of such notice to Tenant or Assignee, as applicable, specifying in detail the alleged event of default. For purposes of this Lease:

(i) A “Monetary Default” means failure to pay when due any Rent or other monetary obligation of Tenant or Assignee to Landlord under this Lease; any other event of default is a “Non-Monetary Default.”

(ii) The Mortgagee shall have the same period after receipt of notice of breach to remedy the default, or cause the same to be remedied, as is given to Tenant or Assignee, plus, in each instance, the following additional time periods: (1) sixty (60) days after receipt of the notice of breach in the event of any Monetary Default; and (2) ninety (90) days after receipt of the notice of breach in the event of any Non-Monetary Default, provided that such period shall be extended for the time reasonably required to complete such cure, including the time required for the Mortgagee to perfect its right to cure such Non-Monetary Default by obtaining possession of the Premises (including possession by a receiver) or by instituting foreclosure proceedings, provided the Mortgagee acts with reasonable and continuous diligence. The Mortgagee shall have the absolute right to substitute itself for Tenant or any Assignee and perform the duties of Tenant or any Assignee under this Lease for purposes of curing such defaults. Landlord expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Premises to complete such performance with all the rights, privileges and obligations of Tenant or any Assignee.

(iii) During any period of possession of the Mortgaged Interest by a Mortgagee (or a receiver requested by such Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Mortgagee, the Mortgagee shall pay or cause to be paid the Rent and all other monetary charges payable by Tenant or any Assignee under this Lease which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Tenant’s or any Assignee’s Mortgaged Interest by the Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Lease shall continue in full force and effect and the Mortgagee or party acquiring title to the Mortgaged Interest shall, as promptly as reasonably practicable, commence the cure of all defaults under this Lease and thereafter diligently process such cure to completion; provided, however, the Mortgagee or party acquiring title to the Mortgaged Interest shall not be required to cure those Non-Monetary Defaults incapable of being cured or performed by such party (“**Non-curable Defaults**”). Non-curable Defaults shall be deemed waived by Landlord upon completion of foreclosure proceedings or acquisition of the interest in this Lease by such party.

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

(v) Neither the bankruptcy nor the insolvency of Tenant or any Assignee shall be grounds for terminating this Lease as long as the Rent and all other monetary charges payable by Tenant or Assignee under this Lease are paid by the Mortgagee in accordance with the terms of this Lease.

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

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

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

(ii) The new agreement shall be executed within thirty (30) days after receipt by Landlord of written notice of the Mortgagee's election to enter a new agreement, provided said Mortgagee: (1) pays to Landlord all Rent and other monetary charges payable by (including interest due under Section 8 Tenant or Assignee, as applicable, under the terms of this Lease up to the date of execution of the new agreement, as if this Lease had not been terminated, foreclosed, rejected or disaffirmed, less the rent and other income actually collected by Landlord from subtenants or other occupants of the Premises; and (2) perform all other obligations of Tenant and/or Assignee under the terms of this Lease, to the extent performance is then due and susceptible of being cured and performed by the Mortgagee; and (3) agrees in writing to timely perform, or cause to be performed, all non-monetary obligations which have not been performed by Tenant or any Assignee and would have accrued under this Lease up to the date of commencement of the new agreement, except those obligations which constitute Non-curable Defaults as defined above; and (4) reimburses Landlord for Landlord's reasonable attorney fees incurred in reviewing the same. Any new agreement granted the mortgagee shall enjoy the same priority as this Lease over any Lien created by Landlord.

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

(iv) If more than one Mortgagee makes a written request for a new agreement pursuant hereto, the new agreement shall be delivered to the Mortgagee requesting such new 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. Landlord shall be reimbursed all reasonable expenses incurred in determining whose Mortgage is prior in lien.

(d) 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 Mortgage, this Lease shall not be modified or amended and Landlord shall not accept a surrender of the Premises or any part thereof or a termination, cancellation or release of this Lease from Tenant or an Assignee prior to expiration of the Term without the prior written consent of the Mortgagee. This provision is for the express benefit of and shall be enforceable by such Mortgagee (for whom Landlord has been provided notice information).

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

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

(g) Third Party Beneficiary. Each Mortgagee is and shall be an express third-party beneficiary of the provisions of this Section 28 and shall be entitled to compel the performance of the obligations of Landlord under this Lease.

(h) Further Amendments. Provided that no Monetary Default then remains uncured after the expiration of all applicable notice and cure periods, at Tenant's request, Landlord shall (i) amend this Lease to include any provision that may reasonably be requested by an existing or proposed Assignee or Mortgagee, or by any entity that is proposing to directly or indirectly acquire the Project, and (ii) shall execute such additional documents as may reasonably be required to evidence such Mortgagee's or other entity's rights hereunder; provided, however, that such amendment shall not materially impair the rights of Landlord under this Lease, nor extend the Term. Further, Landlord shall, within ten (10) days after written notice from Tenant or any existing or proposed Mortgagee, execute and deliver thereto a certificate to the effect that Landlord (x) recognizes a particular entity as a Mortgagee under this Lease and (y) will accord to such entity all the rights and privileges of a Mortgagee hereunder.

29. Further Amendments to Property Description. In the event that it is determined that there are any inaccuracies in or changes required to the legal description of the Premises contained in Exhibit A, the validity of this Lease shall not be affected, and, upon the request of Tenant, Landlord shall amend the legal description of the Premises contained in Exhibit A of this Lease and in Exhibit A of the short form of this Lease to reflect the legal description of the Premises contained in a title commitment, other title report or survey obtained by Tenant for the Premises.

30. Estoppel. Upon the request of Tenant or a Mortgagee, Landlord shall deliver to the requesting party a certificate setting forth the material terms of the Lease, the existence of any Default under the Lease, the date through which Rent has been paid and any amounts on deposit with Landlord, the current Rent rate, and such other reasonable terms requested by the requesting party. The failure by Landlord to respond to such request within fifteen (15) business days shall constitute an event of Default, and in addition, shall result in the deemed acceptance, approval and confirmation of the truth of the matters set forth in the certificate sent with the original request.

31. Brokerage Commission. Except as pursuant to a separate agreement between Tenant and Tenant's broker, if any, neither Landlord or Tenant knows of any real estate broker or agents that may be entitled to receive any fees or commission in connection with this Lease. Landlord and Tenant shall

indemnify, defend and hold each other harmless from and against any claim for any brokerage commissions or finder's fees claimed to be due and owing by reason of the indemnifying Party's activities.

32. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of Missouri, and any disputes arising from or relating to this Lease shall be construed, governed and interpreted and regulated under the laws of the State of Missouri.

33. Choice of Forums. The parties stipulate and agree that any cause of action arising out of this lease shall be filed in the circuit court of the county in Missouri where the lease subject property is located.

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

35. Integration; Anti-Merger. This instrument, including the attached Exhibits, contains the complete agreement of the parties regarding the subject matter of this Lease, and there are no oral or written conditions, terms, understandings or other agreements pertaining thereto which have not been incorporated herein. This instrument creates only the relationship of landlord and tenant between the parties as to the Premises; and nothing in this Lease shall in any way be construed to impose upon either party any obligations or restrictions not expressly set forth in this Lease. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership. This Lease shall continue until the expiration or termination of the Lease and Term and shall not be extinguished by operation of law pursuant to the acquisition by a single party of the interests in both Tenant and Landlord hereunder.

36. Exclusive Control; Quiet Enjoyment. Tenant shall have exclusive control, possession, occupancy, use and management of the Premises during the Term, subject to any easements or security instruments existing on the Effective Date, or as caused by Tenant. Landlord shall warrant and defend Tenant's right to quietly hold and enjoy the Premises to the Term. For the avoidance of doubt, this Lease does not convey any subsurface or mineral rights to Tenant; provided, however, that Landlord shall not, and shall not permit, any activity, including without limitation the extraction of minerals, gas or other liquid, if such activity could result, in Tenant's sole discretion, in a failure of subsurface support for the Premises or otherwise impair or adversely affect Tenant's Property or Tenant's use of the Premises.

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

38. Nonrecourse. The performance of this Lease by Landlord and Tenant shall be secured by their respective interests in the Premises. Except for such interests in the Premises, neither Landlord's, nor Tenant's Property or assets (including without limitation Tenant's Property), shall be subject to levy, execution or any other enforcement procedure in connection with the satisfaction of liability under this Lease.

39. Consents; Further Assurances. Each party shall execute and deliver such further documents, and perform such other acts, as may be reasonably necessary to achieve the parties' intent in entering into this Lease. The parties further agree that, to the extent the consent or approval of either of them is required, requested or appropriate under this Lease, such consent or approval shall not be unreasonably or unduly

withheld, delayed, or conditioned, and except as may otherwise be expressly provided for herein, each party shall bear its own costs and expenses, including legal costs, in connection with such consent or approval.

40. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed an original once executed and delivered.

41. Survival. Upon the expiration or earlier termination of this Lease in accordance with its terms, this Lease shall cease to have force and effect, unless the context requires otherwise to achieve the parties' intent with respect thereto.

42. Damages Waiver. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF LANDLORD AND TENANT HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS LEASE.**

43. Confidentiality. Tenant considers all information pertaining to the Development Activities, this Lease, Tenant's business practices and/or the Project (other than those matters set forth in any memorandum of this Lease duly recorded in accordance with the terms hereof) to be confidential and proprietary unless otherwise stated to Landlord in writing and Tenant retains ownership of any copyright, patents, trade secrets and other proprietary rights throughout the world with respect to all such information, together with any improvements thereto and derivatives thereof. Landlord shall not disclose, distribute or, except as explicitly provided herein, use in any way any such information or any derivative works thereof or improvements thereto without Tenant's prior written consent, including any information which is prepared or developed by or through Landlord. If Landlord believes it is required to disclose confidential information to comply with applicable law or the orders of governmental entities, it shall immediately notify Tenant in writing and permit Tenant to make the disclosure or seek a protective order to prevent or reduce such disclosure. Landlord hereby agrees not to use the name of the Project, or any variation thereof, or any logos used by Tenant, in connection with any of Landlord's personal or business promotion activities or operations without Tenant's prior written approval. Landlord and Tenant agree that any breach of any of the foregoing obligations by Landlord would cause injury to Tenant that could not be adequately addressed with money damages or any other remedy at law, and that Tenant is entitled to injunctive or other equitable relief to prevent an anticipated breach from occurring or to prevent a breach from continuing. The provisions of this Section 42 shall survive the expiration or earlier termination of this Lease.

44. Force Majeure. A Party will not be considered to be in breach or default of its obligations under this Lease to the extent that performance of such obligations or its efforts to cure are delayed, hindered, adversely affected, or prevented due to a Force Majeure Event (in each case, whether or not the applicable Force Majeure Event was foreseeable as of the Effective Date). For purposes of this Lease, "**Force Majeure Event**" means: plague, contagion, epidemics, pandemics, outbreaks of infectious disease or any other public health crisis (including, without limitation, any measures of any governmental authority related thereto, including, without limitation, quarantine or other restrictions), fire, earthquake, flood, tornado or other acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or supranational agency, or any other act or condition beyond the reasonable control of a Party.

45. No Merger. There shall be no merger of this Lease with the fee estate in the Premises by reason of the fact that this Lease or any interest in the 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 each Mortgagee) having an interest in this Lease or in the estate of Landlord and Tenant, shall join in a written instrument effecting such merger and shall duly record the same.

46. Permits and Governmental Approvals. Tenant 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 Tenant's activities pursuant to this Lease. Tenant shall be responsible for obtaining at its sole cost and expense from any governmental agency or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights that are necessary in connection with the Project or the Development Activities; and Landlord shall, upon Tenant's request, execute, and, as applicable, cause to be acknowledged and recorded, any application, document or instrument (including, without limitation, any variance, encroachment agreement or setback waiver) that is reasonably requested by Tenant in connection therewith. Such documents shall be in the form required by state or local government(s). Landlord shall use best efforts to promptly cooperate with Tenant in good faith as necessary to obtain any governmental approvals related to use of the Premises, provided that Tenant shall pay, and hold Landlord harmless from, all reasonable, actual, out-of-pocket expenses incurred by Landlord in connection with such cooperation within sixty (60) days after Tenant's receipt of a written request for such payment.

47. Environmental Attributes. Landlord shall have no ownership or other interest in any component of the System, Facilities, or any environmental attributes produced therefrom, including, without limitation, any and all credits (including tax credits, carbon credits, renewable energy credits), rebates, incentives, benefits, emissions reductions, entitlements, offsets and allowances of any kind, howsoever entitled, attributable to the Improvements or the electric energy, capacity or other generator-based products produced therefrom, whether in effect as of the Effective Date or as may come into effect in the future (collectively, "**Environmental Attributes**"). For the avoidance of doubt, Tenant's right to benefit from any such tax credit, existing or in the future, shall always be superior to Landlord's. If, under future laws, Tenant or any other holder of a leasehold interest in this Lease becomes ineligible for any Environmental Attributes resulting from the operation of the Facilities or the energy generated therefrom, Landlord shall use best efforts to promptly assist Tenant in good faith in the amendment of this Lease or replacement of this Lease with a different instrument acceptable to Landlord, in Landlord's commercially reasonable discretion (which discretion shall include but not be limited to Landlord's ability to obtain the approval of any then-current lender to Landlord holding a lien and/or security interest in Landlord's fee interest in the Premises) so as to convert Tenant's interest in the Premises to a substantially similar interest that makes Tenant or any other holder of a leasehold interest in this Lease eligible for such Environmental Attributes; *provided, however,* that, subject to the provisions of this Section 46, such Lease amendment or replacement instrument does not: (i) materially increase Landlord's obligations identified in this Lease; (ii) decrease the Rent paid by Tenant to Landlord hereunder; (iii) decrease the value of the Premises; (iv) materially decrease Landlord's rights under this Lease; (v) limit Landlord's ability to obtain financing in the future for the Premises upon terms that are reasonably acceptable to Landlord; (vi) increase the amount of Landlord's real property taxes; (vii) decrease the value of Landlord's reversionary interest in the Premises following the expiration of the Term, as amended, or at the end of the term of the replacement instrument; and/or (viii) materially affect Landlord's fee interest in the Premises. For purposes of this Section 46 only, the term "Tenant" shall include all direct and indirect owners, affiliates, and subsidiaries of Tenant.

48. CRP Payments. If Landlord is a party to a Conservation Reserve Program contract ("**CRP Contract**") with the U.S. Department of Agriculture pursuant to 7 C.F.R. Part 1410 regarding the Premises, then Landlord shall provide Tenant with a true and complete copy of such CRP Contract, together with all amendments and modifications, and if applicable, Tenant shall reimburse Landlord for (i) any verifiable rental payments, or portion thereof, Landlord would have received from the U.S. Department of Agriculture

but for locating the Facilities on the Premises, and (ii) the verifiable penalties and interest, if any (including for any past payments received by Landlord that must be repaid by Landlord), assessed by, the U.S. Department of Agriculture as a result of the location of the Facilities on the Premises (collectively, “**CRP Payments**”). CRP Payments shall be made within sixty (60) days after the removal of any portion of the property from the CRP program as a result of the installation of any Facilities provided evidence of such amounts has been provided to Tenant’s reasonable satisfaction. Landlord shall cooperate with Tenant in completing and submitting documents to obtain any exemptions allowed under the Conservation Reserve Program for the use of Facilities on the portions of the Premises covered by a CRP Contract.

49. Water. Tenant may utilize groundwater available from existing water wells on the Premises without Landlord’s prior written consent and Tenant may drill any groundwater wells on the Premises without Landlord’s prior written consent. In the event Tenant uses groundwater from the Premises (whether from an existing or Tenant-drilled groundwater well), Tenant shall pay Landlord for the groundwater consumed by Tenant based on then-existing market rates for the immediate vicinity of the Premises. If Tenant drills a new groundwater well on the Premises (at Tenant’s sole cost), Landlord shall be permitted to use such groundwater well so long as Landlord’s shared use does not interfere with the Development Activities. The amount of groundwater consumed by Tenant will be accurately measured by use of metering equipment meeting API specification. Meters shall be read once a month and payment shall be due by the 20<sup>th</sup> day of the following month. All water well drilling activities and use must comply with applicable law and permitting requirements. Upon expiration or termination of this Lease, Tenant shall not remove any water well then existing on the Premises.

50. Setbacks. To the extent that Tenant, its permitted successor, assign or Affiliate (defined below) owns, leases or holds an easement over lands adjacent to the Premises, and has installed or constructed or desires to install or construct any Facilities on said land at and/or near the common boundary between the Premises and said land, Landlord waives any and all setbacks and setback requirements, whether imposed by law or by any person or entity, including, without limitation, any setback requirements described in the zoning ordinance of the county in which the Premises or said land is located or in any governmental entitlement or permit heretofore or hereafter issued to Tenant, its permitted successor, assign or Affiliate (“**Setback Requirements**”). Landlord further waives any Setback Requirements which may apply to the installation of Facilities on the Premises. Further, if so requested by Tenant, its permitted successor, assign or Affiliate, Landlord shall promptly, without demanding additional consideration therefore, execute, and if appropriate cause to be acknowledged and recorded, any setback waiver or other document or instrument required by any governmental authority. Without limiting the grant of easements made in this Lease, Landlord understands and has been informed by Tenant that the Facilities on the Premises may result in some nuisance, and hereby accepts such nuisance, and Landlord waives their/its right to object to such nuisance provided that Tenant complies with its obligations in this Lease. “**Affiliate**” for purposes of this Lease means any person or entity which directly or indirectly controls, or is under common control with, or is controlled by, Tenant. As used in this definition, “control” (including, “controlled by” and “under common control with”) means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interests, by contract or otherwise); any person or entity which owns directly or indirectly ten percent (10%) or more of the securities having ordinary voting power for the election of directors or other governing body of an entity will be deemed to control such entity.

[END OF TEXT. SIGNATURE PAGE FOLLOWS.]

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

LANDLORD:

CITY OF ROLLA

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

Name: Louis J. Magdits IV

Title: Mayor of the City of Rolla

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

TENANT:

VICHY SOLAR LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



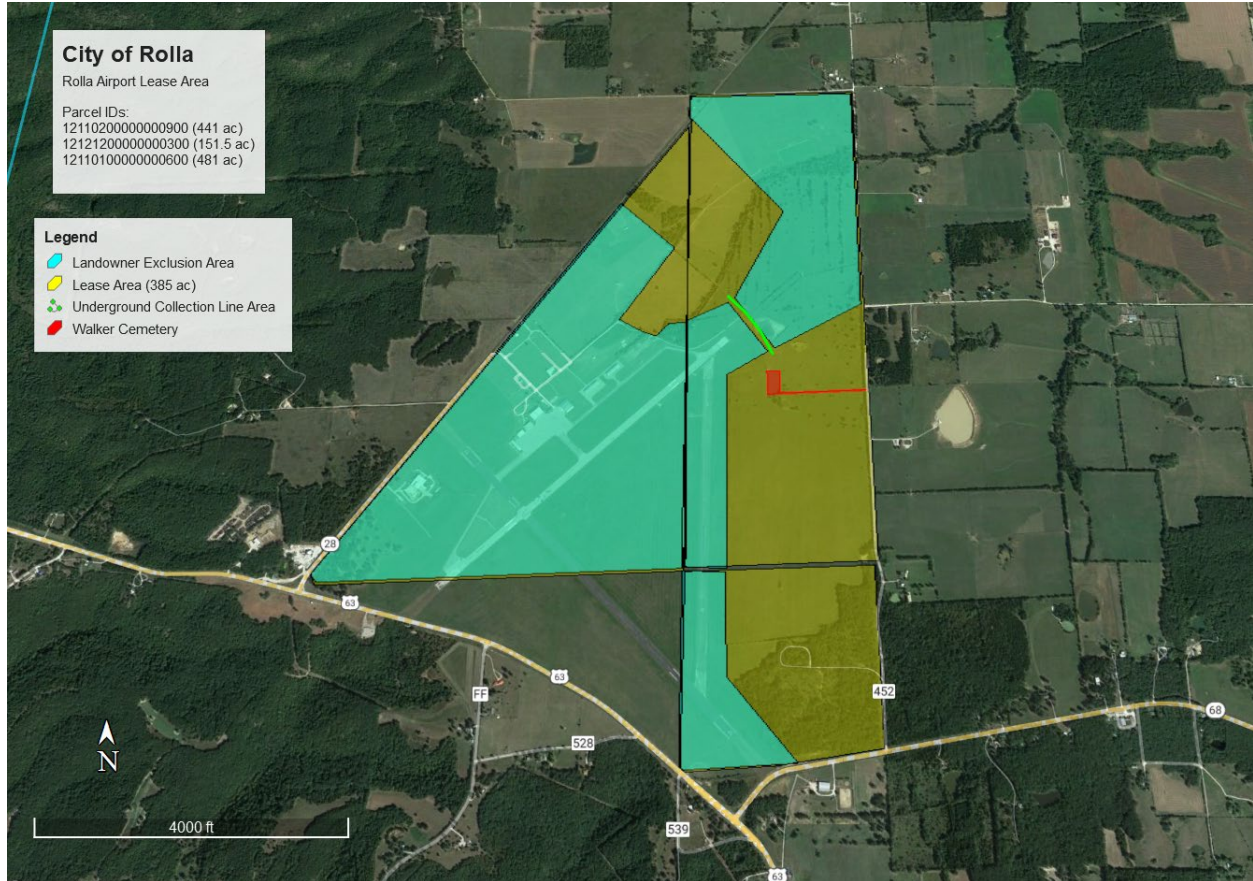
**Exhibit A**

**Legal Description of the Premises**

All that land deeded to the City of Rolla via that certain Deed recorded in Deed Book 81, Page 373 on October 16, 1958, in Maries County, Missouri.

All that land deeded to the City of Rolla via that certain Corporation Quit-Claim Deed recorded in Deed Book 131, Page 608 on April 3, 1981 in Maries County, Missouri.

**Depiction of the Premises**



Area 1: Approximately 120 acres within Hay Lease 1

Area 2: Approximately 265 acres within Hay Lease 1

Subject to survey

**Exhibit B**

**Other Leases, Options and Licenses**

**Exhibit C**

**Form of Notice of Rent Commencement**

[LETTERHEAD]

[DATE][LANDLORD]

***Re: Notice of Rent Commencement of Lease for [PROJECT NAME]***

[LANDLORD],

Reference is hereby made to that certain Ground Lease Agreement between you and [TENANT NAME] (“*Tenant*”), dated as of \_\_\_\_\_ (as amended, restated and supplemented, the “*Lease*”). Capitalized terms used but not defined herein shall have their respective meanings as set forth in the Lease.

Tenant is pleased to inform you that pursuant to the satisfactory completion of all due diligence testing of the Premises, the Term of the Lease [has commenced/will commence] effective as of \_\_\_\_\_, which shall be the Rent Commencement Date under the Lease.

**Rent**

The annual Rent for the current year is equal to \$ \_\_\_\_\_ per Acre, for \_\_\_ acres as shown on the Survey. This first installment of Rent is in the amount of \$ \_\_\_\_\_, representing Rent due from the Rent Commencement Date through the next Rent Payment Date. [Please see the enclosed check number \_\_\_ for payment of the first installment of Rent.]<sup>1</sup> The next payment of Rent shall be made on [July/January 15] and shall be in the amount of \$ \_\_\_\_\_.

**Taxes**

The Premises consist of [a portion of] Tax Parcel ID Number \_\_\_\_\_ (the “*Tax Parcel*”), consisting of \_\_\_\_\_ acres. Therefore, because the Premises contain \_\_\_\_\_ acres, in accordance with Section \_\_\_ of the Lease, Tenant’s Portion is \_\_\_\_%; provided that Tenant’s Portion shall be recalculated as necessary pursuant to a change in the number of Acres comprising the Premises or the Tax Parcel. In accordance with Section \_\_\_ of the Lease, Tenant will remit payment for Tenant’s Portion of Taxes due on the Tax Parcel during the Term directly to the relevant Taxing authority. To facilitate the payment process, kindly forward a copy of each Tax bill you receive for the Tax Parcel during the Term to Tenant at the address below, *immediately* upon receipt of the same. Tenant will forward evidence for your records of any Taxes paid by Tenant in respect of the Tax Parcel. Please note that you are responsible for paying the balance of any real Premises taxes due with respect to the Tax Parcel. In the event of any conflict or ambiguity between this notice and the Lease with respect to Tenant’s obligation to pay Taxes, the Lease shall control.

Please let us know if you have any questions.

Best Regards,

Vichy Solar LLC

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<sup>1</sup> Note that payment for the first installment of Rent may be withheld until Tenant has received a completed form W-9 from Landlord, but that such delay shall not delay the Rent Commencement Date.

**Exhibit D**

**Form W-9**

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>
Or
<b>Employer identification number</b>

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**Exhibit E**

Mineral Estate

Party Name	Percentage of Mineral Ownership	Type of Mineral Ownership

**Exhibit F**

Memorandum of Lease

[attached]

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Space above reserved for Recorder of Deeds Office

Title of Document: Memorandum of Solar Ground Lease Agreement

Date of Document: \_\_\_\_\_

Owner(s)/Landlord(s): City of Rolla, Missouri

Owner(s)/Landlord(s) Address: 901 N. Elm St. Rolla, MO 65401

Tenant: Vichy Solar LLC

Tenant Address: 125 E. John Carpenter Freeway, Suite 525. Irving, TX 75062

Legal Description: See Attached Exhibit A

Reference Book and Page: N/A

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## MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

THIS MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT (“**Memorandum**”) executed as of the \_\_\_ day of \_\_\_\_\_, 2023, by and between The City of Rolla (“**Landlord**”), and Vichy Solar LLC, a Delaware limited liability company (“**Tenant**”), Landlord and Tenant may hereafter be referred to as, together, the “**Parties**”.

### RECITALS

A. Landlord and Tenant have entered into a certain Solar Ground Lease Agreement (“**Lease**”), dated \_\_\_\_\_, 2023 (“**Effective Date**”), whereby Landlord has agreed to lease to Tenant certain real property, together with access easement rights and an easement for the free and unobstructed collection and conversion of solar energy across said premises in Maries County, Missouri, and being more particularly described on the attached Exhibit A (“**Premises**”).

B. The Parties desire to enter into and record this Memorandum so that third parties will have notice of the interests of the Tenant in the Premises. Capitalized terms used in this, but not otherwise defined in this Memorandum shall have the meanings ascribed to them in the Lease.

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

1. Landlord and Tenant have entered into the Lease to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease, Tenant has the exclusive right to use the Premises for solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease.

2. The “**Diligence Period**” commences on the Effective Date and continues for a period of thirty-six (36) months. At Tenant’s option, Tenant may elect to extend the Diligence Period for an additional period of one year by delivering written notice of Tenant’s election. The “**Initial Term**” shall commence on the first to occur of (i) Tenant’s delivery to Lessor of notice of the start of construction of the Facilities or (ii) the Construction Commencement Date (as defined in the Lease) (the “**Initial Term Start Date**”) and shall expire on a date that is thirty (30) years after the Initial Term Start Date. Tenant shall have the right, at its option, to extend the Initial Term for up to two (2) additional successive terms of ten (10) years each (each a “**Renewal Term**” and collectively, the “**Renewal Terms**”) by providing Landlord with written notice of Tenant’s election to extend the Initial Term.

3. Subject in all respects to the terms and conditions of the Lease, Landlord has agreed that, from and after the Effective Date of the Lease, any right, title or interest created by Landlord in favor of or granted to any third party shall be subject to (i) the Lease and all of Tenant’s rights, title and interests created thereby, (ii) any lien of any lender of Tenant’s then in existence on the leasehold estate created by the Lease, and (iii) Tenant’s right to create a lien in favor of any lender of Tenant’s.

4. Tenant and any successor or assign of Tenant has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, with respect to all or any portion of Tenant’s right, title or interest in the Lease: hypothecate, mortgage, grant or pledge, or assign, sublease, transfer, or convey, provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the term of the Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Tenant; and (iii) Tenant shall be fully relieved from liability as to the rights, title and interest and obligations so assigned.



5. Landlord's activities and any grant of rights Landlord makes to any person or entity, whether located on the Premises or elsewhere, shall not, currently or prospectively, interfere with the Facilities, Tenant's facilities or the Tenant's activities permitted pursuant to the Lease, whether located on the Premises or elsewhere; or the undertaking of any other activities permitted under this Agreement. Landlord shall not create or permit to be created or to remain, any third party right or lien with respect to the Premises except as specifically permitted in the Lease. Landlord shall not utilize the surface of the Premises and 500 feet beneath the surface of the Premises to explore for, develop, or produce oil, gas, or other minerals from the mineral estate underlying the Premises nor enter into any agreement permitting a third party to utilize the surface of the Premises or 500 feet beneath the surface of the Premises to explore for, develop, or produce, oil, gas or other minerals from the mineral estate underlying the Premises.

6. The Premises shall be held, conveyed, assigned, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in this Memorandum and in the Lease, which covenants, terms and provisions shall run with the Premises, and shall be binding upon and inure to the benefit of the Parties, and the Parties' respective heirs, executors, administrators, successors and assigns.

7. The terms and conditions of the Lease are incorporated by reference into this Memorandum as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease and this Memorandum, the Lease shall control.

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

*[signatures on following page]*

IN WITNESS WHEREOF, each of the Parties hereto has caused this Memorandum to be duly executed as of the day and year first above written.

**LANDLORD:**

CITY OF ROLLA

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

Name: Louis J. Magdits IV

Title: Mayor for the City of Rolla, MO

**Acknowledgment**

STATE OF MISSOURI §

§

COUNTY OF \_\_\_\_\_ §

On this \_\_\_\_ day of \_\_\_\_\_ in the year 2023, before the undersigned, a Notary Public in and for said state, personally appeared Louis J. Magdits IV, known to me to be the person who executed the within Memorandum of Solar Option and Land Lease on behalf of said City of Rolla, MO, a city of the third class, and acknowledged to me that he executed the same for the purposes therein stated.

\_\_\_\_\_  
Printed Notary Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, each of the Parties hereto has caused this Memorandum to be duly executed as of the day and year first above written.

**TENANT:**

**VICHY SOLAR LLC,**  
a Delaware limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, a Notary Public in and for said state, on this day personally appeared before me \_\_\_\_\_, known or proved on acceptable evidence to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

## Exhibit A

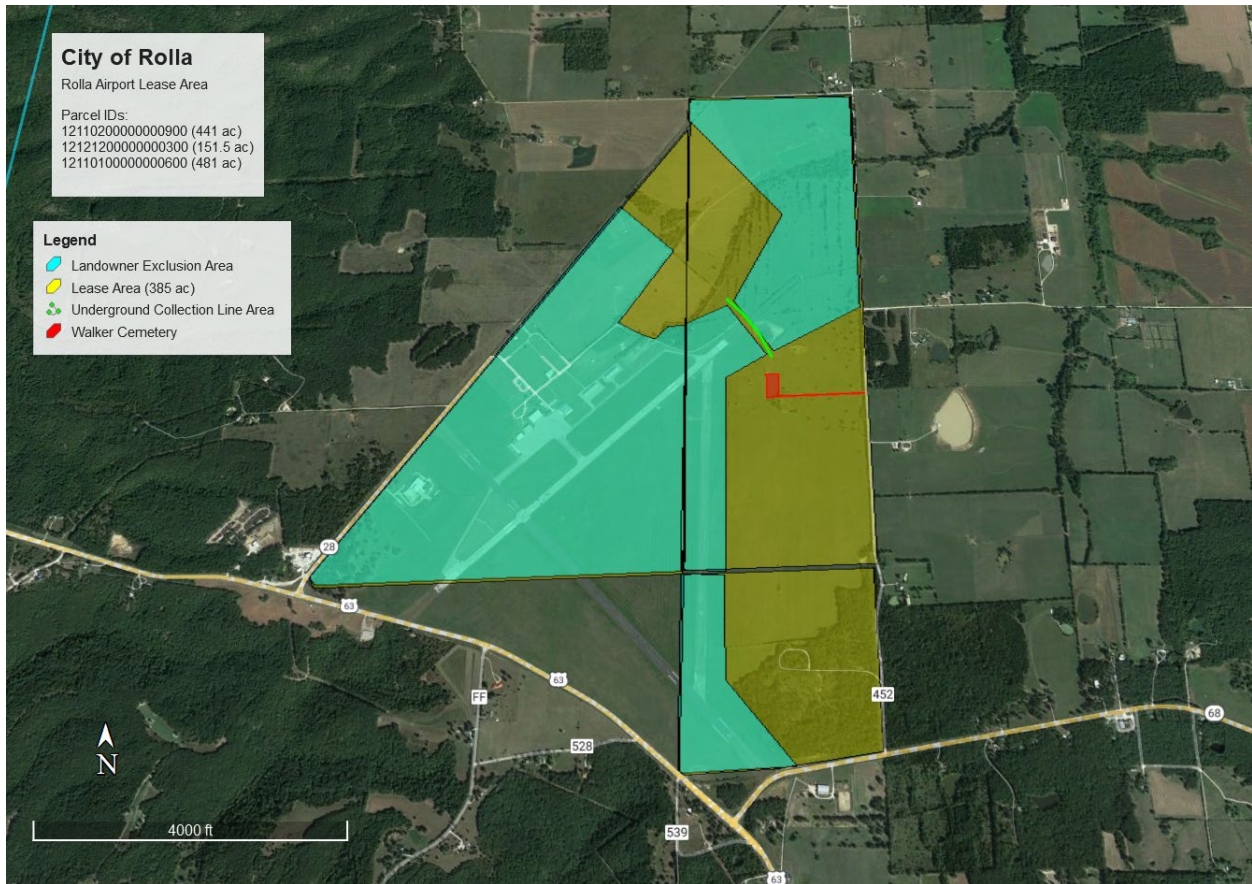
### **Legal Description**

#### Legal Description of the Premises

All that land deeded to the City of Rolla via that certain Deed recorded in Deed Book 81, Page 373 on October 16, 1958, in Maries County, Missouri.

All that land deeded to the City of Rolla via that certain Corporation Quit-Claim Deed recorded in Deed Book 131, Page 608 on April 3, 1981 in Maries County, Missouri.

#### Depiction of the Premises



Area 1: Approximately 120 acres within Hay Lease 1

Area 2: Approximately 265 acres within Hay Lease 1

Subject to survey