

SOLAR LEASE AND EASEMENT AGREEMENT

This **SOLAR LEASE AND EASEMENT AGREEMENT** (this “Agreement”), dated and effective on [DATE] (the “Effective Date”), is made by and between [LANDOWNER NAME, ENTITY TYPE] (“Owner”), and Leeward Renewable Energy Development, LLC, a Delaware limited liability company (“Lessee”). Owner and Lessee are sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. Owner is the fee simple title owner of certain real property located in [County], Wisconsin, consisting of approximately [###] acres, as more particularly described in Exhibit B (“Owner’s Property”);
- B. Lessee wishes to develop on Owner’s Property a solar power electrical generation and/or energy storage facility (with all related infrastructure as described herein, the “Project”), and, if it so elects, to construct, operate, and maintain the Project; and
- C. Lessee desires to lease from Owner, and to enjoy associated easements and rights of way over, all or a portion of Owner’s Property, and Owner desires to grant to Lessee the lease and easements rights described in this Agreement.

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

AGREEMENT**1. Defined Terms; Construction.**

- (a) Definitions. Except as otherwise explicitly provided herein, when used in this Agreement, capitalized terms shall have the meanings ascribed to them in Exhibit A, or in the applicable Section of this Agreement to which reference is made in Exhibit A.
- (b) Rules of Construction. For the purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires (i) the meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term and vice versa, and words denoting any gender shall include all genders as the context requires; (ii) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; (iii) the terms “hereof,” “herein,” “hereunder,” “hereby,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement; (iv) when a reference is made to a Section or Exhibit, such reference is to a Section or Exhibit of this Agreement unless otherwise specified; (v) the words “include,” “includes,” and “including” shall be deemed to be modified by the words “without limitation” or “including, but not limited to,” unless otherwise specified; (vi) the use of the word “or” is not intended to be exclusive unless expressly indicated otherwise or the

context so requires; (vii) the word “shall” shall be construed to have the same meaning and effect of the word “will”; (viii) a reference to any Party to this Agreement or a Person party to any other agreement or document shall include such Party’s or Person’s successors and permitted assigns; and (ix) a reference to any Law means such Law as amended, modified, codified, replaced, or reenacted, from time to time, and all rules and regulations promulgated thereunder.

2. **Grant of Lease.** Beginning on the Effective Date and for the Lease and Easement Term, Owner leases to Lessee, and Lessee leases from Owner, Owner’s Property in accordance with the terms and conditions of this Agreement (“Lease”). The Lease grants Lessee and its agents, contractors, and employees the right to use Owner’s Property for the following permitted uses (collectively, the “Lease Rights”):

- (a) **Development Rights.** Lessee and its employees, agents, and contractors shall have the right to enter upon Owner’s Property and the right of ingress and egress over and across Owner’s Property for the purposes of (i) surveying Owner’s Property, (ii) performing such other tests and studies as Lessee may desire in connection with development of the Project, including environmental, avian, and cultural resource assessments, and geotechnical, foundation, and soil tests; provided that such activities do not unreasonably interfere with Owner’s use of Owner’s Property, and (iii) installing, maintaining, operating, inspecting, and removing one or more Weather Instruments (including the fencing of said Weather Instruments) and performing all tests and studies associated therewith. During the Development Term, Owner shall not permit any individual or entity other than Lessee (or its employees, agents, and contractors) to install any Weather Instruments on Owner’s Property or grant to any other party the right to develop any solar generation or energy storage facility on Owner’s Property.
- (b) **Construction Right.** Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove all or any part or component of the Improvements. Lessee may exercise its right to use all or any part of Owner’s Property when, as, and if Lessee deems it necessary or advisable to do so to perform the activities for which this right is granted, including staging areas and parking for Lessee’s employees, irrespective of whether such Improvements or staging areas are located, or are planned to be located, on Owner’s Property, subject to the provisions of Section 6(d) below.
- (c) **Access Right.** Lessee and its employees, agents, and contractors shall have unobstructed vehicular and pedestrian access and ingress to and egress from the Improvements, Owner’s Property, and any public roadways, and the right to construct, maintain, relocate, and utilize Roadway Improvements on Owner’s Property. Owner shall not permit others to obstruct or damage the roads or Roadway Improvements located on Owner’s Property or in any other way interfere with any rights granted in this Agreement. Lessee shall repair any damage done to Roadway Improvements that result from use by Lessee, its employees, agents, and contractors. Lessee shall maintain such roads in the condition necessary for use by Lessee’s

equipment, and in the case of existing roads, in at least the condition that existed prior to Lessee's use suitable for farm and ranch vehicles and equipment.

- (d) Solar Panels Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove Solar Panels and the appurtenant Collection Facilities, together with associated roads and parking areas on Owner's Property.
- (e) Collection Facilities Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove Collection Facilities on and under Owner's Property.
- (f) Substation Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove one or more Substations on Owner's Property.
- (g) Telecommunication Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove Telecommunication Facilities on and under Owner's Property.
- (h) Weather Instrument Right. Lessee shall have the right to construct, operate, maintain, repair, replace, relocate, and remove a Weather Instrument and the appurtenant Collection Facilities on Owner's Property.

3. **Grant of Easements**. Beginning on the Effective Date and for the Lease and Easement Term, Owner grants to Lessee, and Lessee accepts from Owner, the following easements over and across Owner's Property (and if applicable, Owner's Adjacent Property) in accordance with the terms and conditions of this Agreement. The following easements are for the benefit of Lessee and Lessee's agents, contractors, and employees and are collectively referred to as the "Easements," and the associated rights, the "Easement Rights":

- (a) Sun Non-Obstruction Easement. Owner grants to Lessee, and Lessee accepts from Owner, an irrevocable, exclusive easement to the 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 Owner's Property, which constitutes a renewable energy resource easement as defined in Wis. Stat. § 700.35. ("Non-Obstruction Easement"). Owner shall not engage in any activity or construct or permit to be constructed any structure on Owner's Property or any other neighboring property owned or controlled by Owner ("Owner's Adjacent Property") that might interfere with the solar irradiance or insolation over any portion of Owner's Property; cause a decrease in the output or efficiency of any Solar Panel or Weather Instrument; or otherwise interfere with Lessee's operation of the Project or exercise of any rights granted in this Agreement, including, without limitation, by the emission of suspended particulate matter, smoke, fog, steam, or other airborne impediments to insolation (collectively "Interference"). The grant of this Non-Obstruction Easement expressly includes the right of Lessee to enforce Lessee's rights, including the physical removal of trees or structures (except trees and structures existing as of the Effective Date unless otherwise agreed in writing by Owner) located on Owner's Property and Owner's Adjacent Property causing Interference to the Project contemplated by

Lessee. Lessee shall provide reasonable notice to Owner prior to making any such removals and shall remove any trees in a manner that prevents any regrowth.

- (b) Effects Easement. Owner grants to Lessee, and Lessee accepts from Owner, an easement over Owner's Property and Owner's Adjacent Property for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project.
- (c) Waiver of Setbacks. Subject to the other terms and conditions of this Agreement, Owner consents to Lessee's installation and operation of Improvements at any location upon the Owner's Property and Owner Adjacent Property, including at or near the property lines. If any private agreement or restriction, or any law, rule, or ordinance of any governmental agency, imposes setback requirements or otherwise restricts the location of any component of the Improvements on the Owner's Property, on Owner's Adjacent Property, or along or near property lines of the Owner's Property or Owner's Adjacent Property, Owner shall (at no out-of-pocket cost or expense to Owner) cooperate with and assist Lessee in Lessee's efforts to obtain waivers or variances from such requirements and shall execute all further documents evidencing Owner's agreement to the elimination of such setback requirements.

4. **Lease and Easement Term**. The Lease and Easement Term shall commence on the Effective Date.

- (a) Development Term. The "Development Term" component of the Lease and Easement Term shall commence on the Effective Date and shall continue to until (i) Lessee gives notice to Buyer that it is entering the Construction Term (the "Construction Notice"; the date of such notice, if any, the "Construction Notice Date"), and (ii) the fifth anniversary of the Effective Date, whichever occurs first. If Lessee fails to give the Construction Notice prior to the expiration of the Development Term, this Agreement, and all rights of Lessee hereunder, shall automatically terminate.
- (b) Construction Term. The "Construction Term" component of the Lease and Easement Term, if any, shall commence on the Construction Notice Date, and shall continue until the first to occur of (i) Commercial Production, and (ii) the Outside Construction Date.
- (c) Production Term. The "Production Term" component of the Lease and Easement Term, if any, shall commence on the first to occur of (i) the first date of Commercial Production, or (ii) the Outside Construction Date, and shall continue for 35 years thereafter. Lessee shall provide Owner with a courtesy notice of the commencement of Commercial Production, but the failure to provide notice of such date shall not affect Lessee's rights hereunder. For avoidance of doubt, a failure of the Project to achieve Commercial Production prior to the Outside Construction Date shall not be a default hereunder; rather, it shall only serve to inflect the term of this Agreement to the Production Term from the Construction Term.

- (d) Extended Production Terms. Lessee shall have the right to extend the Production Term for two consecutive terms of five years each in accordance with the terms and provisions of this Agreement (each, an “Extended Production Term”) by providing written notice to Owner of Lessee’s intent to so extend the Production Term by no later than 60 days prior to the end of the Production Term, or, if applicable, the initial Extended Production Term. Each Extended Production Term shall begin on the expiration date of the Production Term or the previous Extended Production Term, as applicable.
- (e) Delays During Lease and Easement Term. At Lessee’s option, any component of the Lease and Easement Term and the Outside Construction Date may be extended on a day-for-day basis for any period during which construction or operation of the Project, or the exercise of any other Lease Rights or Easement Rights, is delayed or suspended because of the occurrence of a Regulatory Suspension or Force Majeure. The Parties shall be excused from performing their respective obligations under this Agreement and shall not be liable in damages or otherwise if and to the extent that they are unable to so perform or are prevented from performing by a Force Majeure event, provided that: (i) the non-performing Party, as promptly as practicable after the occurrence of the Force Majeure, but in no event later than 30 days thereafter, gives the other Party written notice describing the particulars of the occurrence; (ii) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure; (iii) the non-performing Party uses good faith and commercially reasonable efforts to remedy its inability to perform; and (iv) as soon as the non-performing Party is able to resume performance of its obligations excused as a result of the occurrence, each Party shall give prompt written notification thereof to the other Party.
- (f) Termination by Lessee. Provided Lessee is not in default under any term of this Agreement beyond any applicable notice and cure period, Lessee, at its option, shall have the right to terminate this Agreement at any time during the Lease and Easement Term, as to all or any part of Lessee Property, which termination shall be effective upon providing written notice of such termination to Owner. If Lessee’s notice is a full termination of this Agreement as to all of Lessee Property, the Parties shall be relieved of all further duties and obligations under this Agreement, except for (i) payment of any accrued and unpaid obligations owed by either Party as of the date of termination; (ii) removal of the Improvements by Lessee pursuant to Section 6(e); and (iii) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Upon any partial termination by Lessee, the Parties shall be relieved of all further duties and obligations under this Agreement with respect to the portion thereof so terminated by Lessee, subject to the obligations and liabilities referenced in items (i) through (iii) above that shall continue to be applicable to the terminated portion of this Agreement. The Parties agree to execute an amendment to this Agreement evidencing such partial termination upon the request of Lessee.

5. **Payments.** Lessee agrees to pay Owner the amounts set forth in Exhibit C as consideration for the Lease, Easements, and Lessee’s other rights and interests in Owner’s Property.

6. **Improvements.**

- (a) **Rights of Lessee.** Lessee shall have the right, at its sole cost and expense, to construct, install, maintain, use, operate, repair, replace, relocate, and remove all facilities, structures, equipment, machinery, wires, conduit, cables, poles, materials, and property of every kind and character necessary or desirable in the reasonable opinion of Lessee for the construction and operation of portions of the Project on Owner's Property, including the Solar Panels, Collection Facilities, Substations, Weather Instruments, Storage Facilities, and Roadway Improvements, together with related appurtenances (collectively, the "Improvements").
- (b) **Ownership of Improvements.** Except as otherwise provided in Section 9(f), all Improvements shall at all times remain the property of Lessee, and Owner shall have no right, title, or interest therein. All Improvements constructed or placed on Owner's Property by Lessee during the Term may be repaired, replaced, relocated, removed, added to, or expanded upon by Lessee at any time during the Term. Owner expressly waives any statutory lien or common law liens on the Improvements to which Owner might be entitled.
- (c) **Construction Liens.** Lessee shall not permit any liens arising out of Lessee's use of Lessee Property under this Agreement to be filed against Owner's Property. Lessee shall, within 60 days after it receives notice of the lien, provide a bond or other security that Owner may reasonably request, or remove such lien from Owner's Property in the manner provided in accordance with Wis. Stat. § 779.01, et seq.
- (d) **Location of Improvements.** The net acreage required from Owner's Property for the Improvements for which the Lease and Easements are being granted (and the ultimate location of such Improvements) cannot be determined until the completion of Lessee's inspection, testing, study, and surveying of Owner's Property during the Development Term. Along with the Construction Notice, Lessee shall deliver to Owner a plan of development showing the contemplated locations of the Improvements and a calculation of the net acreage as determined by the area bounded by a perimeter fence required for the Project, which shall serve as Exhibit D to this Agreement, and shall confer with Owner to minimize any interference with Owner's use of any of Owner's Adjacent Property or any of Owner's Property that is not included in the Project; provided, Lessee shall have discretion as to the ultimate location of the Improvements. During the final development and construction of the Project, such locations may need to be amended in Lessee's discretion. Further, following construction, the Improvements may need to be relocated or rerouted by Lessee, which Lessee may perform at any time during the Term of this Agreement, so long as the nature and extent of any such relocated or rerouted Improvements are not materially different and impose no materially greater burden on Owner's Property than the original locations or routes, and so long as Lessee takes commercially reasonable efforts to minimize disruption or inconvenience to Owner. Within 10 days following the request of Lessee from time to time, Owner shall enter into an amendment of this Agreement and/or any recorded memorandum hereof in order to more particularly describe the Lessee Property.

(e) Removal of Improvements. Upon full or partial termination of any of the Lease Rights or Easements, Lessee shall remove all Improvements and restore the area formerly occupied by the Improvements to substantially the same physical condition that existed immediately before the construction of the Improvements to the extent reasonably practicable (the "Removal Obligations"). At Owner's request, all or any part of the Roadway Improvements may be left for use by Owner. Owner hereby grants Lessee all rights of access, including after full or partial termination of any of the Lease Rights or Easements, to fulfill the Removal Obligations. No later than the 15th anniversary of the commencement of Commercial Production, Lessee shall post a bond or letter of credit with sufficient surety to pay for the cost of removal of the Improvements from Owner's land and to restore Owner's land to its pre-construction condition, net of the salvage value of the equipment to be removed, as determined by an independent equipment appraiser selected to the mutual satisfaction of Owner and Lessee; provided, however, that to the extent that any governmental authority requires a decommissioning or restoration bond, letter of credit, cash deposit, or other security to cover Lessee's removal and restoration obligations under this Agreement, then Lessee shall comply with the requirements of such governmental authority. Lessee's compliance with such governmental decommissioning and restoration requirements is agreed, and shall be deemed, by Owner to fulfill and replace all of Lessee's obligations of this Section 6(e).

7. **Ownership and Title Matters**. Owner warrants and represents to Lessee as follows:

- (a) Authority. Owner represents and warrants that it is the holder of fee simple title and is the sole owner of Owner's Property and has the unrestricted right and authority to sign this Agreement and to grant Lessee the Lease and Easements and other rights granted in this Agreement. If Owner is an individual, Owner represents and warrants that either (i) Owner is unmarried or (ii) Owner's spouse has joined in the execution of this Lease, or (iii) Owner is married but dealing in his/her sole and separate property. When signed by both parties, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.
- (b) Other Agreements. Owner's Property is not subject to any other agreements, options, rights of first refusal or other prior right of any party to purchase, lease or acquire easements in Owner's Property, or create any prior claim or right that would preclude or interfere with Lessee's rights and interests under this Agreement and the Lease and Easements.
- (c) Minerals. To the extent disclosed by Owner to Lessee at the time of the execution of this Agreement by Owner, Owner does not own all of the oil, gas and other minerals, and all rights thereto as on or under Owner's Property. Owner shall use its best efforts to help Lessee, if requested (at no out-of-pocket cost or expense to Owner), obtain from any mineral rights holder existing as of the date hereof (or any lessee or holder of a working interest, if applicable) (collectively, with any future holders of mineral rights, the "Subsurface Rights Holder") a commercially reasonable surface use waiver, surface use accommodation agreement, non-disturbance agreement, or other similar instrument. During the Development Term and Construction Term, Owner shall not grant to any prospective Subsurface Rights Holder any right to use

the surface of Owner's Property without the prior written consent of Lessee, not to be unreasonably withheld, conditioned, or delayed. During the Production Term, Owner may grant to Subsurface Rights Holders the right to use the surface of the Owner's Property (excluding any Lessee Property), provided that such use does not interfere with Lessee's rights hereunder as determined by Lessee in the exercise of its reasonable discretion. In no event shall Owner grant to any future Subsurface Rights Holder any right to use Owner's Property in a manner that could reasonably be expected to result in loss of subjacent support to the Project.

- (d) Owner Mortgage. Except as disclosed by Owner to Lessee in writing at the time of the execution of this Agreement by Owner, there are no mortgages encumbering Owner's Property ("Owner Mortgage").
- (e) Notice and Opportunity to Cure. If there is an Owner Mortgage that encumbers Owner's Property and Owner receives from the holder thereof ("Owner Mortgagee") any notice that payments are overdue, Owner shall notify Lessee and each Lessee Mortgagee by sending a copy of such overdue payment notice to Lessee by the earlier of (i) five days after receipt, or (ii) three business days prior to the date by which a default under or in respect of such Owner Mortgage could occur. If Lessee or any Lessee Mortgagee determines that it would be in Lessee's interest to make such payments to Owner Mortgagee on Owner's behalf, whether as a result of receiving such notice or otherwise, Lessee shall have the right to make such payments and to credit the payments so made against the Annual Installment Payments until Lessee is fully reimbursed.
- (f) Subordination, Non-disturbance, and Attornment Agreement. If there is an Owner Mortgage that encumbers Owner's Property, Owner shall cooperate with Lessee to obtain a Subordination, Non-disturbance and Attornment Agreement ("SNDA") in the form prepared and provided by Lessee, from each Owner Mortgagee, pursuant to which such Owner Mortgagee agrees, among other things, not to disturb Lessee's possession and use of Owner's Property. Lessee shall, at its sole cost and expense, record each such SNDA in the Official Records. If Owner fails to deliver a SNDA from each Owner Mortgagee, Lessee may, at its sole option, either (i) terminate this Agreement immediately upon written notice to Owner, or (ii) take such action as Lessee deems reasonably necessary to effect the rights granted to Lessee hereunder (including, without limitation, paying off Owner's Mortgage in whole or in part), and off-set all amounts expended in such efforts against the Annual Installment Payments and any other amounts due or that may become due hereunder or in respect hereof.

8. **Representations and Warranties of Owner**. Owner hereby makes the following further representations and warranties:

- (a) Physical Condition. Owner has no knowledge of any existing physical conditions of Owner's Property which would prevent, significantly restrict, or make more expensive Lessee's development of Owner's Property for the purposes specified in this Agreement, or that could, with the passage of time, or the giving of notice, constitute a violation of any currently applicable governmental law, ordinance, order, rule or regulation.

- (b) Legal Restrictions. Owner has no knowledge of any law, regulation, ordinance, or order of any local, state, or federal governmental authority that would prohibit or significantly restrict Lessee's development of Owner's Property pursuant to this Agreement. This Agreement does not violate any contract, agreement, instrument, judgment, or order to which Owner is a party or that affects Owner's Property. To the best of Owner's knowledge, Owner's Property is currently in full and complete compliance with all governmental laws, ordinances, orders, rules, and regulations applicable to Owner's Property.
- (c) No Litigation. No litigation is pending, and, to the best of Owner's knowledge, no litigation or administrative actions are proposed, threatened, or anticipated with respect to any matter affecting Owner's Property. If Owner learns of any litigation or administrative action proposed, threatened or instituted with respect to Owner's Property, Owner shall give Lessee notice within 30 days thereof.

9. **Use, Operation, and Maintenance.**

- (a) Exclusive Use by Lessee. Lessee shall have the exclusive right (i) to use and possess Owner's Property in connection with the Project and other similar solar-powered electrical power generation projects; (ii) to investigate, inspect, survey, and conduct tests of Owner's Property, including meteorological, environmental, archeological, and geotechnical tests and studies; (iii) to use and convert all of the sunlight resources on Owner's Property; and (iv) to undertake such other activities on Owner's Property that may be related to the Project, including the storage of Solar Panels, materials, and equipment during the installation and construction of the Improvements; development and operation of communications systems; and site tours of the Project for visitors and other interested parties.
- (b) No Required Installation or Operation. Nothing in this Agreement shall be interpreted as imposing on Lessee any obligation to install Solar Panels or other Improvements on Owner's Property, or to construct, install, or operate the Project on Owner's Property. Lessee shall have the sole discretion to determine if and when any Solar Panels and other Improvements may be constructed on Owner's Property, and if and when to commence the construction or operation of the Project on Owner's Property.
- (c) Permits and Approvals. Lessee shall be responsible, at its sole cost and expense, for obtaining any governmental permits and approvals necessary for the construction and operation of the Project and the construction and operation of the Improvements. Owner shall cooperate, at no out-of-pocket cost or expense to Owner, with Lessee as necessary to obtain any governmental or utility approvals or permits, including signing any applications for such approvals.
- (d) Compliance with Laws. Lessee shall comply in all material respects with laws applicable to its use of Owner's Property and Lessee Property. Lessee shall have the right, in its sole discretion and at its sole expense, in Lessee's name, to contest the validity or applicability to Owner's Property and Lessee Property of any law, ordinance, statute, order, regulation, property assessment, or the like made by any

governmental agency or entity. Lessee shall control any such contest and Owner shall cooperate with Lessee in every reasonable way in such contest at no out-of-pocket cost or expense to Owner.

- (e) Care and Appearance. Lessee, in its exercise of the lease, easement, and other rights granted hereunder, shall, at all times, maintain Owner's Property and the Improvements in a reasonably neat, clean, and presentable condition. Lessee shall not willfully damage or destroy Owner's Property and shall keep Owner's Property clean and free of debris created by Lessee, its contractors, or others brought on to Owner's Property by Lessee. Lessee shall not use Owner's Property for storage, except for materials, construction equipment, and vehicles directly associated with construction or maintenance of the Improvements on Owner's Property or on adjacent or neighboring properties that are part of the Project.
- (f) Fences and Gates. Lessee shall consult with Owner as to the location of all fences, gates, and cattle guards that it intends to construct on Owner's Property outside of the Lessee Property; provided, that Lessee shall have sole discretion as to the ultimate location of any fences, gates, and cattle guards necessary to safeguard the Project. At Owner's request, Lessee shall repair or replace any of Owner's fences, gates, or cattle guards damaged or removed in connection with Lessee's activities on Owner's Property. Fences removed from Owner's Property, if replaced, shall be re-built by Lessee at its expense in mutually agreeable locations. All fence repair and construction of Owner's fences, gates, or cattle guards shall be substantially similar to the construction of fences and cattle guards that exist on Owner's Property as of the Effective Date. Once completed, all replacement fences, gates, and cattle guards shall be owned and maintained by Owner. Upon abandonment or termination of the rights granted to Lessee in this Agreement, any fences, gates, and cattle guards installed by Lessee shall remain and become the property of Owner. To minimize the need for temporary fencing, Owner will cooperate with Lessee to avoid pasturing animals on or near the Improvements during periods of construction, maintenance, or removal activity by Lessee. Owner will discuss with Lessee what temporary fencing is necessary during the periods of construction, maintenance, or removal activity by Lessee.
- (g) Roadway Maintenance and Repairs. Lessee agrees to maintain and repair all Roadway Improvements located on Lessee Property; provided, however, Owner shall repair any damage or perform any special maintenance of the Roadway Improvements caused by Owner or any Person using the Roadway Improvements with Owner's permission, other than Lessee, or if Owner fails to repair such damage or perform such special maintenance within 30 days following written notice from Lessee specifying the damage to be repaired or the special maintenance required then Owner shall reimburse Lessee for any costs and expenses incurred by Lessee to repair any such damage or perform any such special maintenance and if Owner so fails to reimburse Lessee, Lessee shall have the right to setoff such costs and expenses against such amounts as may become due and payable by Lessee hereunder.
- (h) Conservation Reserve Program. If Owner 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, Owner shall provide Lessee with a true and complete copy of such CRP Contract, together with all amendments and modifications, and if applicable, Lessee shall reimburse Owner for the penalties and interest, if any (including for any past payments received by Owner that must be repaid by Owner), assessed by, the U.S. Department of Agriculture as a result of the construction of the Improvements on the Owner's Property. Owner shall cooperate with Lessee in completing and submitting documents to obtain any exemptions allowed under the Conservation Reserve Program for the use of Improvements on the Owner's Property covered by a CRP Contract.

(i) Damage to Landowner's Property.

(i) Crop Damage. The parties anticipate and acknowledge that, in the exercise of Lessee's construction rights granted under Section 2(b), Lessee may damage or destroy crops on Owner's Property. If any of Owner's growing crops are materially damaged or destroyed as a result of such activities of Lessee during the Construction Term, then Lessee shall promptly pay to Owner an amount equal to the greater of (x) the actual out-of-pocket costs theretofore incurred by Owner in planting, irrigating, and fertilizing such growing crops in the applicable calendar year (excluding any and all capital expenditures, including, without limitation, the cost of cattle, farm equipment, or machinery), or (y) the fair market value of such growing crops in their condition prior to such damage, destruction, or removal as established by multiple peril crop insurance historic yields for the immediately preceding 10 years.

(ii) Drain Tile or Irrigation System Damage. Prior to the commencement of the Construction Term, Owner shall provide Lessee with information regarding the location of any tile lines or irrigation systems that may be located on Owner's Property, including GPS coordinates if available. Lessee, in the exercise of its construction rights granted under Section 2(b), will take commercially reasonable steps to avoid damaging any such tile lines or irrigation systems on Owner's Property. Lessee agrees to repair, replace, and/or reroute underground tile lines damaged during construction of the Project. Upon reasonable notice, Owner shall be given the opportunity to inspect the repair, replacement, or rerouting of tile or irrigation systems prior to being covered with topsoil.

10. Taxes.

(a) Owner's Taxes. Owner covenants and agrees to pay prior to delinquency all real and personal property and other taxes, general and special assessments, and other charges of every description ("Taxes") levied or assessed against Owner's Property and all improvements thereon by governmental authorities, other than Lessee's Taxes referenced in Section 10(b) (Taxes, excepting Lessee's Taxes, "Owner's Taxes").

(b) Lessee's Taxes. Subject to timely receipt from Owner and/or appropriate governmental agency of the relevant statement for Taxes pursuant to this Section

10(b), Lessee shall pay prior to delinquency any personal property Taxes on Improvements and/or any Taxes that were directly attributable to solar energy conversion equipment installed by Lessee and all increases (including any increases attributable to a change in the valuation from agricultural use) in the ad valorem property Taxes levied against Owner's Property that are assessed for the period from and after the date of this Agreement until the end of the Term hereof ("Lessee's Taxes"). Lessee shall not be responsible for Taxes attributable to improvements installed by Owner or others on Owner's Property. Owner shall submit the annual statement for Taxes to Lessee within a reasonable time after the date Owner receives the statement from the taxing authority and in any event not less than 30 days prior to the date such Taxes are due and payable. Lessee may elect to have the statement for Taxes sent directly to Lessee. In such event, Lessee shall pay all Lessee's Taxes to the appropriate taxing authority prior to delinquency, and Owner shall pay to Lessee Owner's Taxes prior to delinquency (or Lessee may pay Owner's Taxes and offset such amount against the Annual Installment Payments). If Lessee receives such statement directly, Lessee shall submit a copy of the statement for Taxes to Owner within 30 days after the date Lessee receives the statement from the taxing authority. Any recapture liability associated with the change in use of Owner's Property from agricultural use shall be paid by Lessee.

- (c) Failure to Pay. In the event either Party fails to pay their share of Taxes prior to delinquency, the other Party shall have the right to pay such Taxes and any accrued penalties or interest, which payments shall increase or be offset against other payments due under this Agreement.
- (d) Lessee's Right to Contest. Lessee may contest the legal validity or amount of any Lessee's Taxes for which it is responsible under this Agreement, and may institute such proceedings as it considers necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. With respect to any Taxes which may constitute a lien on Owner's Property, Lessee shall promptly pay such Taxes unless the proceeding in which it contests such Taxes shall operate to prevent or stay the collection of the Taxes so contested or unless Lessee removes any such lien by bonding or otherwise. Owner agrees to render to Lessee all reasonable assistance in contesting the validity or amount of any such Taxes, with the exception of Taxes levied by Owner, including joining in the signing of any reasonable protests or pleading which Lessee may deem advisable to file; provided, however, that Lessee shall reimburse Owner for its reasonable out-of-pocket expenses, including Attorneys' Fees, incurred in connection with providing such assistance.

11. **Mortgage of Lessee Property.**

- (a) Right to Mortgage. Lessee may, without requiring Owner's consent or approval, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement and Lessee Property. These various security interests in all or a part of this Agreement and Lessee Property are collectively referred to as a "Lessee Mortgage" and holder of such security interest, a "Lessee Mortgagee". Any Lessee Mortgagee shall use Lessee Property only for the uses permitted under this Agreement. Whenever Lessee has granted a security interest

under this Section 11, it will give Owner notice of the Lessee Mortgage (including the name and address of the Lessee Mortgagee for notice purposes) to Owner within 30 days; provided that failure to give this notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Owner to provide such Lessee Mortgage notice until the Lessee and its address is given to Owner.

- (b) Notice of Default and Opportunity to Cure. As a precondition to exercising any rights or remedies related to any alleged default by Lessee under this Agreement, Owner shall give written notice of the default to each Lessee Mortgagee at the same time it delivers notice of default to Lessee, specifying in detail the alleged event of default and the required remedy. Each Lessee Mortgagee or its designee shall have the right, but not the obligation, to cure any default as Lessee, and/or the right, but not the obligation, to remove any Improvements or other property owned by Lessee or such Lessee Mortgagee located on Owner's Property to the same extent as Lessee. The cure period for any Lessee Mortgagee shall be the later of (i) the end of the Lessee cure period under Section 16; (ii) 30 days after such Lessee Mortgagee's receipt of the default notice; or (iii) if applicable, the extended cure period provided for in Section 11(c). Failure by Owner to give a Lessee Mortgagee notice of default shall not diminish Owner's rights against Lessee, but shall preserve all rights of the Lessee Mortgagee or its designee to cure any default and to remove any Improvements or other property of Lessee or the Lessee Mortgagee located on Owner's Property.
- (c) Extended Cure Period. If any default by Lessee under this Agreement cannot be cured without the Lessee Mortgagee obtaining possession of all or part of Lessee Property, then any such default shall be deemed remedied if a Lessee Mortgagee: (i) within 60 days after receiving notice from Owner as set forth in Section 11(b), acquires possession of all or part of Lessee Property, or begins appropriate judicial or nonjudicial proceedings to obtain the same; (ii) diligently prosecutes any such proceedings to completion; and (iii) after gaining possession of all or part of Lessee Property performs all other obligations as and when the same are due in accordance with the terms of this Agreement (provided, however, that the Lessee Mortgagee will not be responsible to cure any outstanding defaults by Lessee that are not reasonably susceptible of cure). If a Lessee Mortgagee is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the 60-day period specified above for commencing proceedings shall be extended for the period of such prohibition.
- (d) Lessee Mortgagee Liability. Any Lessee Mortgagee whose interest in Lessee Property is held solely for security purposes, shall have no obligation or liability under this Agreement unless and until the Lessee Mortgagee succeeds to absolute title to Lessee Property and the rights of Lessee under this Agreement. Any Lessee Mortgagee shall be liable to perform obligations under this Agreement only for and during the period it directly holds such absolute title.
- (e) Certificates. Within 20 days of Lessee's request from time to time, Owner shall execute any estoppel certificates (certifying as to truthful matters, including that no default then exists under this Agreement, if such be the case), consents to assignment and non-disturbance agreements as Lessee or any Mortgagee may reasonably

request from time to time. Owner's failure to execute and return any requested estoppel certificate within such 20-day period shall be deemed confirmation by Owner of the truthfulness of the statements contain in such estoppel certificate. The Parties shall negotiate in good faith any amendment to this Agreement from time to time to include any provision that may be reasonably requested by Lessee or any Lessee Mortgagee to implement the provisions contained in this Agreement or to preserve a Lessee Mortgagee's security interest.

(f) Lessee Mortgagee's Right to Enforce Mortgage and Assign. Each Lessee Mortgagee shall have the right, in its sole discretion: (i) to assign its Lessee Mortgage; (ii) to enforce its lien and acquire title to all or any portion of Lessee Property by any lawful means; (iii) to take possession of and operate all or any portion of Lessee Property and to perform all obligations to be performed by Lessee under this Agreement, or to cause a receiver to be appointed to do so; and (iv) to acquire all or any portion of Lessee Property by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer all or any portion of the Lessee rights under this Agreement to a third party in accordance with Section 12(a). Any Lessee Mortgagee or other party who acquires Lessee's interest in all or a portion of Lessee Property pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Lessee by this Agreement.

(g) New Lease and Easement Agreement.

(i) If Lessee Property is foreclosed upon or there is an assignment in lieu of foreclosure, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights, or if this Agreement terminates for any other reason, and, within 90 days after such event, Lessee or any Lessee Mortgagee or other purchaser at a foreclosure sale shall have arranged to the reasonable satisfaction of Owner to cure any material defaults under this Agreement that are reasonably susceptible of cure, and for the payment of all Annual Installment Payments or other charges due and payable by Lessee as of the date of such event, then Owner shall execute and deliver to Lessee or such Lessee Mortgagee or other purchaser at a foreclosure sale, or to a designee of one of these parties, as the case may be, a new lease and easement agreement ("New Agreement") which (A) shall be for a term equal to the remainder of the Term of this Agreement before giving effect to such rejection or termination; (B) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement (except for any requirements that have been fulfilled by Lessee or any Lessee Mortgagee or other purchaser at a foreclosure sale prior to rejection or termination of this Agreement); and (C) shall include that portion of Lessee Property in which Lessee or such other Lessee Mortgagee or other purchaser at a foreclosure sale had an interest on the date of rejection or termination.

(ii) If more than one Lessee Mortgagee makes a written request for a New Agreement pursuant to this provision, the New Agreement shall be delivered to the Lessee Mortgagee requesting such New Agreement whose

Lessee Mortgage is prior in time (unless the priority of such Lessee Mortgages is otherwise altered by any recorded instrument), and the written request of any other Lessee Mortgagee whose lien is subordinate shall be void and of no further force or effect. The provisions of this Section 11 shall survive the termination, rejection or disaffirmation of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 11 were a separate and independent contract made by Owner, Lessee and each Lessee Mortgagee, and, from the effective date of such termination, rejection or disaffirmation of this Agreement to the date of execution and delivery of such New Agreement, such Lessee Mortgagee or other purchaser at a foreclosure sale may use and enjoy Lessee Property without hindrance by Owner or any Person claiming by, through or under Owner; provided that all of the conditions for the New Agreement as set forth above are complied with.

- (h) Lessee Mortgagee's Consent to Amendment, Termination, or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as any Lessee Mortgage remains outstanding, this Agreement shall not be modified or amended, and Owner shall not accept a surrender, cancellation, or release of all or any part of Lessee Property from Lessee, prior to expiration of the Term of this Agreement, without the prior written consent of the Lessee Mortgagee holding such Lessee Mortgage. This provision is for the express benefit of and shall be enforceable by each Lessee Mortgagee as if it were a party named in this Agreement.

12. **Assignment and Sublease; Utility Substation.**

- (a) Generally. Lessee shall have the right, without Owner's consent, to sell, convey, lease, or assign all or any portion of this Agreement or Lessee Property, on either an exclusive or a non-exclusive basis, or to grant sub-easements, co-easements, easements, licenses, or similar rights with respect to Lessee Property (collectively, "Assignment"), to one or more Persons, which may include a Transmission Service Provider (each such Person, an "Assignee"). Each Assignee shall use Lessee Property only for the uses permitted under this Agreement. When Lessee makes any Assignment under this Section 12(a), Lessee shall give written notice to Owner of such Assignment (including the interest conveyed by the Assignment and address of the Assignee for notice purposes) to Owner; provided, Lessee's failure to give such notice shall not constitute a default under this Agreement, but rather shall only have the effect of not binding Owner with respect to such Assignment or conveyance until such notice is given. Owner shall notify Lessee promptly upon Owner's transfer of its fee title interest in and to the Owner's Property, and Lessee shall be entitled to pay any amounts payable to hereunder to the prior title holder until such time as such notice is received. Owner shall not have the right to transfer its interest in and to this Agreement (including, without limitation, its right to receive payment hereunder) separate and apart from its fee interest in and to the Owner's Property and any such transfer or attempted transfer shall be void *ab initio*.

(b) Utility Substation; Purchase Option. Owner hereby grants Lessee the right to grant, assign, or otherwise delegate to Transmission Service Provider the right to construct, operate, and maintain on a portion of Owner's Property of no more than 10 acres a Utility Substation (the "Utility Substation Tract"). Lessee and Owner shall cooperate with Transmission Service Provider to determine a mutually acceptable location for the Utility Substation Tract. If requested or required by Transmission Service Provider or Lessee, Owner shall, within 30 days after such request, directly grant to Transmission Service Provider an easement, or enter into such other agreement with Transmission Service Provider, for the Utility Substation Tract. Additionally, for and in consideration of the fees payable to Owner hereunder, Owner hereby grants to Lessee, exercisable at any time prior to the commencement of Commercial Production, the exclusive right and option to purchase fee simple title to the Utility Substation Tract for a purchase price equal to \$[###] per acre, free and clear of all liens and encumbrances. If requested or required by Transmission Service Provider or Lessee, Owner shall transfer fee title for such parcel directly to Transmission Service Provider. If fee title is so transferred, the Utility Substation Tract shall no longer be considered "Owner's Property" hereunder.

13. **Hazardous Materials; Environmental Laws.**

- (a) Owner's Representations and Warranties. Owner represents and warrants that, to the best of Owner's knowledge, Owner's Property is not and has not been in violation of any Environmental Laws, and Owner has not received any notice or other communication from any governmental authorities alleging that Owner's Property is in violation of any Environmental Laws. To Owner's knowledge, there are no storage or other tanks or containers, or wells or other improvements, below the surface of Owner's Property, nor have any storage or other tanks or containers, or wells or other improvements ever previously been located below the surface of Owner's Property. Owner warrants that Owner has done nothing to contaminate Lessee Property with Hazardous Materials or wastes.
- (b) Owner's Covenants. Owner shall not violate any Environmental Law in, on, or under Owner's Property.
- (c) Owner's Indemnity Regarding Hazardous Materials. Owner shall indemnify, defend, protect, and hold Lessee harmless from any Claims based on (i) any violation of Environmental Laws related to Owner's Property that exists as of the Effective Date, (ii) any violation by Owner or its employees, agents, or contractors of Environmental Laws, including the release of Hazardous Materials in, on, under, or about Owner's Property, that occurs after the Effective Date. The indemnity obligations set forth herein shall survive termination of this Agreement.
- (d) Lessee's Covenants. Lessee shall, at Lessee's sole cost and expense, promptly take removal or remedial action required by Environmental Law regarding any Hazardous Materials brought onto Owner's Property by Lessee or its employees, agents, or contractors. Owner shall cooperate with Lessee regarding any scheduling or access to Owner's Property in connection with any action required hereunder.

- (e) Lessee's Indemnity Regarding Hazardous Materials. Lessee shall indemnify, defend, protect, and hold Owner harmless from any Claims based on (i) the violation by Lessee or its employees, agents, or contractors of any Environmental Law, or (ii) the release of Hazardous Materials in, on, under, or about Owner's Property caused by Lessee or its employees, agents, or contractors. The indemnity obligations set forth herein shall survive termination of this Agreement.

14. **Insurance and Indemnity**.

- (a) Lessee Insurance. At all times during the Term, Lessee shall maintain in effect (i) Commercial General Liability Insurance, including bodily injury and property damage coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and (ii) Umbrella Liability Insurance with minimum limits of \$5,000,000 per occurrence and \$5,000,000 aggregate. Lessee may meet these minimum insurance requirements with any combination of primary, excess, or self-insurance. Upon a written request by Owner, Lessee shall name Owner as additional insured on such insurance policy and provide Owner with a certificate of such insurance or, if applicable, a letter of self-insurance.
- (b) Indemnity by Lessee. Lessee shall defend, indemnify, protect, and hold harmless Owner from and against all third party Claims that may be incurred, or that may be asserted against, Owner or Owner's Property resulting from the negligence, willful misconduct, or breach of this Agreement by Lessee, its agents, contractors or employees, invitees, licensees, and permittees, unless such third party Claims are caused or contributed to by, in whole or in part, the negligence or willful misconduct of Owner, its agents, contractors or employees, invitees, licensees, or permittees.
- (c) Indemnity by Owner. Owner shall defend, indemnify, protect, and hold harmless Lessee from and against all third party Claims that may be incurred, or that may be asserted against, Lessee or Lessee Property resulting from the negligence, willful misconduct, or breach of this Agreement by Owner, its agents, contractors or employees, invitees, licensees, and permittees, unless such third party Claims are caused or contributed to by, in whole or in part, the negligence or willful misconduct of Lessee, its agents, contractors or employees, invitees, licensees, or permittees.
- (d) Survival. The obligations of the Parties under this Section 14 shall survive expiration or other termination of this Agreement.

15. **Confidentiality**. This Agreement includes confidential and proprietary information relating to Lessee and the Project. Owner agrees not to provide copies of this Agreement or disclose the terms of this Agreement to any unauthorized Person. Lessee authorizes Owner to provide copies of this Agreement and disclose its terms to Owner's family (with "family" being deemed to include all devisees or descendants of owner by will or intestacy), attorney, accountant, financial advisor, and any existing or prospective mortgagee, lessee, or purchaser for the sole purpose of evaluating and advising Owner and for no other purpose, so long as such authorized Persons either (a) agree in writing to become subject to the confidentiality provisions hereto and not to provide copies of this Agreement or disclose the terms thereof to any unauthorized Person, or (b) are otherwise required to keep such matters confidential. Owner shall, and shall cause such authorized Persons to, return all material containing any confidential

information to Lessee immediately upon its request. Owner shall, and shall cause such authorized Persons to, destroy immediately upon request by Lessee such analyses, compilation, studies, or other documents, and any oral information will continue to be subject to the terms of this Agreement. Owner agrees that Lessee will have no adequate remedy at law if any Person violates any of the terms of this Agreement. In such event Lessee will have the right, in addition to any other rights Lessee may have, to obtain injunctive relief to restrain any breach or threatened breach by third party or specific enforcement of such terms plus reimbursement of Attorneys' Fees. Except as contemplated by the memorandum of lease described in Section 19(b), neither Party shall publish, file for public record, reproduce, or otherwise disseminate this Agreement or any of the terms and provisions hereof to any party, other than such authorized Persons set forth above, without the prior written consent of Lessee, which consent may be withheld for any reason and in Lessee's sole discretion.

16. **Default and Remedies.**

- (a) Lessee Payment Default. If Lessee shall fail to pay any amounts due as set forth in Exhibit C, which failure continues for more than 30 days from receipt of written notice from Owner that such amount is due, then Lessee shall be in default ("Lessee Payment Default") and Owner shall have the following remedies:
- (i) Collection of Payments. With or without terminating this Agreement, Owner may file a lawsuit against Lessee to collect any unpaid amounts set forth in Exhibit C together with interest thereon that accrues during the continuance of the Lessee Payment Default, calculated at a rate ("Default Rate") equal to the lesser of (i) 10% per annum, or (ii) the maximum lawful rate.
 - (ii) Terminate Agreement. Owner may not terminate this Agreement because of any Lessee Payment Default without first giving Lessee written notice of its intention to terminate this Agreement ("Termination Notice"), to be effective on a date to be specified by Owner that is at least 30 days after the date of the Termination Notice. If, by the date specified in the Termination Notice, Lessee fails to pay the amount required to cure the Lessee Payment Default (including interest at the Default Rate that accrues during the continuance of the Lessee Payment Default), Owner's termination of this Agreement shall become effective on the date specified in the Termination Notice. Upon such termination, the Parties shall be relieved of all further duties and obligations under this Agreement, other than (i) the payment of any accrued and unpaid obligations owed by either Party as of the date of termination (including the amount owed by Lessee with respect to the Lessee Payment Default and interest payable with respect thereto); (ii) the removal of the Improvements by Lessee pursuant to Section 6(e); and (iii) any other obligations and liabilities that are expressly stated in this Agreement to survive such termination. Owner's right to terminate this Agreement pursuant to this Section 16(a)(ii) is subject to and conditioned upon Owner giving any Lessee Mortgagee written notice and opportunity to cure the Lessee Payment Default as provided in Section 11(b).

(iii) Other Lessee Default. Subject to the cure rights of any Lessee Mortgagee under Section 11, Lessee shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement other than a Lessee Payment Default as set forth in Section 16(a) and shall not cure such default within 30 days after receiving notice thereof from Owner (or if such default cannot be cured through the exercise of reasonable diligence within such 30-day period, if Lessee fails to commence corrective action within such 30-day period and thereafter diligently prosecutes same to completion) ("Other Lessee Default"). The occurrence of any Other Lessee Default may only result in a cause of action by Owner under applicable law and, other than as set forth in this Section 16(a), Owner hereby waives all other rights it may have, in law or in equity, to terminate this Agreement prior to the expiration of the Term. In the event of any such Other Lessee Default, Owner shall, at least 30 days prior to commencing any cause of action, give written notice of the cause of such Other Lessee Default to Lessee, and any Lessee Mortgagee (of which it has been notified in writing) concurrently, specifying in detail the alleged event of such Other Lessee Default and the required remedy. If Lessee does not cure or commence curing such Other Lessee Default within 30 days of receipt of notice, the Lessee Mortgagee or its designee shall have the absolute right, but not the obligation, to substitute itself for Lessee and perform the duties of Lessee hereunder for the purposes of curing such Other Lessee Default. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Lessee Mortgagee or its designee (or its employees, agents, representatives or contractors) to enter upon Owner's Property to complete such performance with all the rights, privileges and obligations of Lessee hereunder. Owner may cure any Other Lessee Default after Lessee's cure period has expired. If Owner at any time by reason of any Other Lessee Default, pays any sum or performs any act that requires the payment of any sum, the sum paid by Owner shall be due immediately from Lessee to Owner, together with interest on such sum calculated at the Default Rate.

(b) Owner Default. Owner shall be in default of this Agreement if it shall fail to meet any of its obligations under the terms of this Agreement and shall not cure such default within 30 days after receiving notice thereof from Lessee (or if such default cannot be cured through the exercise of reasonable diligence within such 30-day period, if Owner fails to commence corrective action within such 30-day period and thereafter diligently prosecutes same to completion) ("Owner Default"). Upon the occurrence of an Owner Default, Lessee shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever: (i) the right, but not the obligation, to cure such Owner Default, and the cost expended or incurred by Lessee to cure same shall be offset against the next payment or payments due under this Agreement by Lessee to Owner; (ii) terminate this Agreement without being liable for prosecution or any claim of damages therefor; and (iii) pursue any and all other action or remedies that may be available to Lessee at law or in equity, including all loss or damage which Lessee may suffer by reason of a termination of this Agreement.

17. **Condemnation.**

- (a) **Complete Taking.** If, at any time, any authority having the power of eminent domain shall condemn all or substantially all of Lessee Property, or all of the Improvements thereon, for any public use or otherwise, then the interests and obligations of Lessee under this Agreement in or affecting Lessee Property shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of Lessee Property or the Improvements thereon, (ii) the date that Lessee is, in its sole judgment, no longer able or permitted to operate the Project on Lessee Property in a commercially viable manner, or (iii) the date of the condemnation judgment. Lessee shall continue to pay all amounts payable hereunder to Owner until the earlier of such dates, at which time the Parties shall be relieved of any and all further obligations and conditions to each other under this Agreement. No termination of this Agreement shall occur by reason of the foregoing terms and all right, title, interest, and estate of Lessee in and to Lessee Property shall continue hereunder unless and until terminated by any such exercise of power of eminent domain.
- (b) **Partial Taking.** If, at any time during the term of this Agreement, any authority having the power of eminent domain shall condemn one or more, but not all, of the Solar Panels, or any portion of the Improvements or Lessee Property, then the interest and obligations of Lessee under this Agreement as to those Solar Panels or any portion of the Improvements or Lessee Property so taken shall cease and terminate upon the earlier of (i) the date that the condemning authority takes possession of such Solar Panels or any portion of the Improvements or Lessee Property, (ii) the date that Lessee is, in its reasonable judgment, no longer able or permitted to operate the Project on Lessee Property, or any portion thereof, in a commercially viable manner, or (iii) the date of the condemnation judgment; and, unless this Agreement is terminated as hereinafter provided, this Agreement shall continue in full force and effect as to the remainder of the Solar Panels, Improvements and Lessee Property. If the remainder of the Solar Panels or any other portion of the Improvements or Lessee Property is or becomes insufficient or unsuitable for Lessee's purposes hereunder, as determined by Lessee in its sole discretion, then, subject to the rights of any Lessee Mortgagee under Section 11, Lessee shall have the right to terminate this Agreement as to the portion of Lessee Property to which Lessee continues to hold the rights, at which time the Parties shall be relieved of any further obligations and duties to each other under this Agreement.
- (c) **Apportionment, Distribution of Award.** On any taking, all sums awarded, including damages and interest, shall be paid as follows:
- (i) Any portion of the award by the court on account of (A) the value of the leasehold estate under this Agreement for the remaining Term, assuming the exercise of each Extended Production Term, (B) the value of the Improvements, and (C) any cost or loss that Lessee may sustain in the removal and relocation of Lessee's Improvements, to Lessee;

- (ii) Any portion of the award by the court for Lessee’s anticipated or lost revenues or profits, to Lessee;
- (iii) Any portion of the award by the court for Owner’s lost revenues, to Owner; and
- (iv) All remaining amounts of the award, to Owner or Lessee consistent with applicable law.

18. **Notice.** All notices, demands, or consents required under in this Agreement shall be given in writing, and may be given (a) by hand, in which case the notice shall be deemed effective when so delivered, (b) by certified United States Mail, postage pre-paid, in which case the notice shall be deemed to be effective on the third business day following deposit, (c) by delivery via a nationally recognized, overnight receipted courier service, in which case the notice shall be deemed to be effective on the next business day following delivery to such courier service, or (d) by e-mail transmission, in which case the notice shall be deemed effective on the date of such transmission, in each case delivered to the Parties at their respective addresses listed below (or at such other address as either may specify to the other in notice under this section):

Notice to Owner: _____

 Attn: _____
 e-mail: _____

Notice to Lessee: Leeward Renewable Energy Development, LLC
 6688 N. Central Expressway, Suite 500
 Dallas, Texas 75206
 Attn: Legal Department
 e-mail: legal@LeewardEnergy.com

19. **Miscellaneous Provisions.**

- (a) **Successors and Assigns.** The terms and provisions of this Agreement shall run with the land and be binding on and inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. In accordance with this Agreement, Lessee in its discretion may authorize other Persons to use Lessee Property for the purposes stated in this Agreement.
- (b) **Memorandum.** Simultaneously with the execution of this Agreement, the Parties shall execute and acknowledge a memorandum of solar lease and easement agreement to provide record notice of this Agreement, which shall be recorded by Lessee at Lessee’s expense in the Official Records. At the termination of this Agreement by operation of time or for any other reason, Lessee shall execute, acknowledge, and record in the Official Records a full release of the memorandum so recorded, which shall terminate the memorandum of record.

- (c) Entire Agreement. This Agreement and the attached Exhibits shall constitute the entire agreement between the Parties and supersedes all other prior writings and understandings.
- (d) Amendments. This Agreement shall not be amended or modified in any way except by an instrument signed by the Parties and consented to by any Lessee Mortgagee. The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions hereof.
- (e) Legal Matters. This Agreement shall be governed by and interpreted in accordance with the then existing laws of the State of Wisconsin, and [###] shall be considered the proper forum or jurisdiction for any disputes arising in connection with this Agreement. The parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good-faith negotiation. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity and as provided by this Agreement. **OWNER AND LESSEE HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER IN RESPECT OF ANY MATTER WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT.**
- (f) Waiver of Consequential Damages. NEITHER PARTY, NOR ITS RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, OR EMPLOYEES, SHALL HAVE ANY LIABILITY FOR CLAIMS, SUITS, ACTIONS, OR CAUSES OF ACTION FOR INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT, MULTIPLE, OR CONSEQUENTIAL DAMAGES (INCLUDING CLAIMS FOR LOST PROFITS) CONNECTED WITH OR ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR ANY ACTION TAKEN OR NOT TAKEN IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, INCLUDING ANY SUCH DAMAGES THAT ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND MISREPRESENTATION), BREACH OF WARRANTY, STRICT LIABILITY, STATUTE, OPERATION OF LAW, OR ANY OTHER THEORY OF LIABILITY, EXCEPT TO THE EXTENT INCLUDED IN THIRD PARTY CLAIMS COVERED BY THE INDEMNIFICATION PROVISIONS OF SECTION 13 AND SECTION 14 AND EXCEPT TO THE EXTENT ARISING OUT OF ANY BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 15.
- (g) Severability. If any term or provision of this Agreement, or the application thereof to any Person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to Persons or circumstances other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.
- (h) Tax Credits. If under applicable law Lessee becomes ineligible for any currently existing tax credit, benefit, or incentive for alternative energy expenditure established by any local, state, or federal government, then, at Lessee's option, the Parties shall negotiate in good faith to amend this Agreement or replace it with a

different instrument so as to convert Lessee's interest in Lessee Property to a substantially similar interest that makes Lessee eligible for such tax credit, benefit, or incentive. Such amendment or instrument shall not impair any of Owner's rights or increase the burdens or obligations of Owner under this Agreement.

- (i) Approvals. Whenever in this Agreement the approval or consent of either Party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld, conditioned, or delayed.
- (j) Authority. Each Party warrants that its respective signatory has the authority to execute this Agreement on behalf of such Party and that each such entity has executed this Agreement pursuant to its organizational documents or a resolution or consent of its Board of Directors or other governing body.
- (k) Time of Essence. Time is of the essence of each provision of this Agreement.
- (l) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single agreement.
- (m) Attorneys' Fees and Costs. In the event of any litigation arising between the Parties under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, paralegals' fees, expert fees, and court costs, plus the cost of collection, at all trial and appellate levels (collectively, "Attorneys' Fees"). This paragraph shall survive expiration or termination of this Agreement.
- (n) Brokerage. The Parties hereby each represent and warrant to the other that no broker or finder has been engaged in connection with this Agreement. In the event any claim for any brokerage commission or fee is asserted against Owner or Lessee in connection with this Agreement, the Party at fault shall indemnify, save harmless, and defend the other Party from and against such claim (including Attorneys' Fees). This section shall survive expiration or earlier termination of this Agreement.
- (o) Quiet Enjoyment. Subject to the terms of this Agreement, Lessee shall have the quiet use and enjoyment of the Lessee Property in accordance with the terms of this Agreement without any suit, claim, or interference of any kind by Owner or any other person or entity.
- (p) Further Assurances. Each Party agrees to perform all such acts (including but not limited to, executing and delivering such instruments and documents) as may be reasonably necessary to fully effectuate each and all of the purposes and intent of this Agreement. Without limiting the generality of the foregoing, within 10 days after receipt of a written request made from time to time by Lessee, Owner shall: (i) enter into any reasonable amendment hereto (A) to correct an error in this Agreement, (B) to amend the legal description attached hereto (including by replacing said legal description with a revised description prepared or provided by Lessee's surveyor or title company), or (C) to cause this Agreement to comply with all applicable laws; provided that such amendment shall not materially limit Owner's rights hereunder or

materially increase Owner's obligations hereunder; (ii) execute and deliver to Lessee an owner's affidavit, in form and substance reasonably acceptable to Owner, requested by any title company or attorney reviewing title to the Lessee Property; (iii) join with Lessee in the signing of any protest, petition, appeal, or pleading that Lessee may deem advisable to file or in requesting any and all zoning changes or any waivers, variances, land use permits, and/or approvals, in each case as Lessee may deem necessary or desirable for Lessee's development and use of the Lessee Property as contemplated by this Agreement; and (iv) if because of the nature of this Agreement, Lessee is unable to qualify for any tax credit or similar benefit associated with the Project installed by Lessee on the Lessee Property, amend this Agreement to assure that Lessee will receive such credits and benefits (but only if such amendment does not materially adversely affect Owner's rights or obligations hereunder); and Lessee agrees to pay Owner's reasonable out-of-pocket expenses incurred by Owner in connection with Owner's cooperation pursuant to the foregoing provisions of this paragraph (p).

- (q) State Specific Provisions. Lessee shall comply with all applicable state and local laws and ordinances and Lessor agrees, if reasonably requested by Lessee, to execute amendments to this Agreement, as well as other reasonable consents, permissions, or acknowledgements necessary for Lessee to comply with such laws, including, but not limited to regulations, permits and rules outlined in Wis. Stat. §§ 66.0401 and 66.0403 regulating the construction and operation of solar systems.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective as of the Effective Date.

Owner:

[LANDOWNER NAME]

By: _____

Name: _____

Title: _____

Lessee:

LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

Definitions

“Agreement” has the meaning set forth in the preamble.

“Annual Installment Payment” has the meaning set forth in Exhibit C.

“Assignee” has the meaning set forth in Section 12(a).

“Assignment” has the meaning set forth in Section 12(a).

“Attorneys’ Fees” has the meaning set forth in Section 19(m).

“Claims” means all liabilities, costs, expenses, obligations, losses, damages, and claims, including Attorneys’ Fees.

“Collection Facilities” means all Improvements whose purpose is to deliver electrical power generated by the Solar Panels to an electrical power grid or other system, transformers, overhead and underground electrical collection lines, telecommunication lines, splice boxes, and interconnection facilities, including the Project’s Substation, and such additional similar Improvements necessary to transmit electrical power to the point of interconnection with the Transmission Service Provider.

“Commercial Production” means deliveries to the electrical grid, and the sale in commercial quantities, of electrical energy generated by the Project.

“Construction Notice” has the meaning set forth in Section 4(a).

“Construction Notice Date” has the meaning set forth in Section 4(a).

“Construction Term” has the meaning set forth in Section 4(b).

“Default Rate” has the meaning set forth in Section 16(a)(i).

“Development Term” has the meaning set forth in Section 4(a).

“Easement Rights” has the meaning set forth in Section 3.

“Easements” has the meaning set forth in Section 3.

“Environmental Laws” means any federal, state, or local environmental health or safety law, statute, ordinance, rule, regulation, or requirement

“Effective Date” has the meaning set forth in the preamble.

“Extended Production Term” has the meaning set forth in Section 4(d).

“Force Majeure” means causes beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure, including acts of God, labor unrest (including slowdowns, picketing,

boycotts, or strikes), flood, earthquake, storm, fire, lightning, explosion, power failure or power surge, vandalism, theft, the cutting of power, transmission or other lines, wires, or cables to the Project by Persons other than Lessee's employees or contractors, epidemic, war, revolution, riot, civil disturbance, sabotage, change in law or applicable regulation subsequent to the Effective Date, and action or inaction by any federal, state, or local legislative, executive, administrative judicial agency or body, which, in any of the foregoing cases, by the exercise of due diligence, it is unable to overcome.

"Hazardous Materials" means any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation.

"Improvements" has the meaning set forth in Section 6(a).

"Lease" has the meaning set forth in Section 2.

"Lease and Easement Term" means a subset of the Term comprised of the Development Term, the Construction Term, the Production Term, and any Extended Production Term, in each case if applicable.

"Lease Rights" has the meaning set forth in Section 2.

"Lessee" has the meaning set forth in the preamble.

"Lessee Mortgage" has the meaning set forth in Section 11(a).

"Lessee Mortgagee" has the meaning set forth in Section 11(a).

"Lessee Payment Default" has the meaning set forth in Section 16(a).

"Lessee Property" means, collectively, the Lease, Easements, and Improvements.

"Lessee's Taxes" has the meaning set forth in Section 10(b).

"New Agreement" has the meaning set forth in Section 11(g).

"Non-Obstruction Easement" has the meaning set forth in Section 3.

"Official Records" means the official records of *[Name of County]*, Wisconsin.

"Other Lessee Default" has the meaning set forth in Section 16(a)(iii).

"Outside Construction Date" means the date that is 18 months from the Construction Notice Date, subject to extension as set forth in Section 4(e).

"Owner" has the meaning set forth in the preamble.

"Owner Default" has the meaning set forth in Section 16(b).

"Owner Mortgage" has the meaning set forth in Section 7(d).

“Owner Mortgagee” has the meaning set forth in Section 7(e).

“Owner’s Adjacent Property” has the meaning set forth in Section 3(a)(i).

“Owner’s Property” has the meaning set forth in the Recitals.

“Owner’s Taxes” has the meaning set forth in Section 10(a).

“Party” has the meaning set forth in the preamble.

“Person” means any individual, partnership, limited liability company, association, corporation, trust, or any other form of business or government entity.

“Production Term” has the meaning set forth in Section 4(c).

“Project” has the meaning set forth in the Recitals, which shall include Lessee Property.

“Regulatory Suspension” shall mean the enactment or application of any law, order, rule, or regulation of the Public Service Commission of Wisconsin, Federal Energy Regulatory Commission, or other local, state, or federal government authority having jurisdiction over the Project or Lessee, or the failure of any such governmental authority to issue an approval or permit pursuant to any such law, order, rule, or regulation, which results in the delay, interruption, or suspension of the production, sale or transmission of electricity from the Solar Panels.

“Removal Obligations” has the meaning set forth in Section 6(e).

“Roadway Improvements” means all improvements that may be necessary or desirable to construct, maintain, and repair any new and existing roadways and other means of ingress and egress over, across, and along Owner’s Property, including paving or surfacing of the roadways with asphalt, gravel, or other roadway materials, installation of road signs, and the construction and installation of culverts, bridges, drainage ditches, gates, cattle guards, and similar structures and facilities.

“Solar Panels” means any photovoltaic energy system designed for the generation of electrical power from the collection of sunlight, including the photovoltaic panels, foundations, support structures, braces, and related equipment.

“SNDA” has the meaning set forth in Section 7(f).

“Storage Facilities” means all improvements, equipment, batteries, switches, transformers, and other devices for storage of electrical energy, together with all structures, equipment, enclosures, fencing, security devices, and other ancillary facilities related thereto.

“Substation” means electrical lines, meters, monitoring and control equipment, switches, transformers, batteries and other devices for storage of electrical energy, all structures, equipment, enclosures, fencing, security devices, and other electrical and communications equipment necessary to condition and increase the voltage of electricity generated by the Project to make it suitable for transmission on, and to deliver it to, an electric power grid or other system.

“Taxes” has the meaning set forth in Section 10(a).

“Telecommunication Facilities” means all Improvements whose purpose is to provide telecommunication services relating to the Project or any of Lessee’s solar powered projects, including telephone, closed-circuit television, microwave, internet, computer data, and other telecommunication services.

“Term” means the Lease and Easement Term.

“Termination Notice” has the meaning set forth in Section 16(a)(ii).

“Transmission Service Provider” means the utility that owns or operates the equipment and facilities to transmit electric energy on the electric power grid or other system.

“Utility Substation” shall mean a Substation that may be constructed, owned, operated, and maintained on Owner’s Property by a Transmission Service Provider in accordance with Section 12(b) of this Agreement.

“Utility Substation Tract” has the meaning set forth in Section 12(b).

“Weather Instrument” means instruments used primarily to gather sunlight and meteorological data relating to the Project, and to transmit such data, including such instruments’ foundations, guy wires, sunlight and meteorological data acquisition equipment, power source, and any required data and electrical transmission lines.

EXHIBIT B

Legal Description of Owner's Property

EXHIBIT C

Lease and Easement Compensation

1. Payment for Lease and Easements.

- (a) During the Development Term, Lessee agrees to pay Owner the amounts set forth below, on or before the respective due dates, in each case based on the acreage determined by the calculation stated in Exhibit D (as it may be adjusted in accordance with Section 4(f) of this Agreement):

Amount	Due Date
[\$###]/acre	Within 60 days following Effective Date
[\$###]/acre	Six Months after Effective Date
[\$###]/acre	First Anniversary of Effective Date
[\$###]/acre	Eighteen Months after Effective Date
[\$###]/acre	Second Anniversary of Effective Date
[\$###]/acre	Thirty Months after Effective Date
[\$###]/acre	Third Anniversary of Effective Date
[\$###]/acre	Forty Two-Months after Effective Date
[\$###]/acre	Fourth Anniversary of Effective Date
[\$###]/acre	Fifty Four Months after Effective Date

- (b) During the Construction Term, Lessee agrees to pay Owner \$[###] per acre for the first year of the Construction Term (payable within 30 days following the Construction Notice Date), and thereafter \$[###] per acre per month (payable within 30 days following the end of such month), in each case based on the acreage determined by the calculation stated in Exhibit D.
- (c) During each year of the Production Term and the Extended Production Term, if applicable, Lessee shall pay to Owner \$[###] multiplied by the Applicable Acreage, which amount shall escalate by [###]% compounding annually, as consideration for the Lease and Easements (such annual amount, the “Annual Installment Payment”). “Applicable Acreage” shall mean the amount determined by the calculation stated in Exhibit D.
- (d) The Annual Installment Payment for any partial year shall be prorated based on the number of days in the partial year included in the Term. If any part of the Improvements is removed before the end of the Term, future Annual Installment Payments due from Lessee to Owner for the Lease and Easements shall be reduced by the acreage attributable to the Improvements removed. If any part of the Improvements remains after the end of the Term, Lessee shall continue to make Annual Installment Payments at the rate paid for the last year of the Term until Lessee’s Removal Obligations are fulfilled. However, such payments shall not excuse Lessee from its Removal Obligations, nor extend the time for Lessee to comply with such Removal Obligations.

(e) For the avoidance of doubt, from and after Lessee's delivery of Exhibit D to this Agreement, the Applicable Acreage (as defined in this Exhibit C) shall be calculated by reference to the acreage set forth on Exhibit D.

2. Timing of Payments. The prorated portion of the Annual Installment Payment for the first partial year of the Production Term shall be made within 30 days following commencement of Commercial Production. All subsequent Annual Installment Payments shall be due on or before February 28th of the calendar year or partial calendar year to which they are attributable during the Term. For example, the Annual Installment Payment for the 2019 calendar year would be due on or before February 28, 2020. After Lessee delivers Exhibit D to Owner, any increase to the Annual Installment Payment shall be paid by Lessee within 30 days following delivery of Exhibit D, and any decrease to the Annual Installment Payment shall be credited against the next Annual Installment Payment due from Lessee to Owner.

3. Payment Allocation. All payments to Owner shall be made based on the following allocation:

Percentage	Payee
[]%	Name Address
[]%	Name Address
[]%	Name Address
**%	<i>[replicate as necessary]</i>

Lessee shall not be required to pay any amounts to Owner or any designated payee until it receives a completed and signed Form W-9 from Owner or such payee.

HOLDING PAGE FOR EXHIBIT D

Preliminary Lease and Easement Improvement Plan and Acreage Calculation

[to be delivered by Lessee with Construction Notice]

PURCHASE OPTION AGREEMENT

This **PURCHASE OPTION AGREEMENT** (this “Agreement”), dated and effective on [DATE] (the “Effective Date”), is made by and between [LANDOWNER NAME, ENTITY TYPE] (“Owner”), and **LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC**, a Delaware limited liability company (“Optionee”). Owner and Optionee are sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. Owner is the fee simple title owner of certain real property located in [County] Wisconsin, consisting of approximately [###] acres, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the “Property”).
- B. Optionee desires to obtain from Owner, and Owner desires to grant to Optionee, an option to purchase the Property upon the terms and conditions of this Agreement.

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

AGREEMENT

1. Grant of Option.

1.1. Option. Owner hereby grants to Optionee the exclusive right and option to purchase the Property upon the terms and conditions of this Agreement (the “Option”).

1.2. Option Term. The term of the Option shall commence on the Effective Date and expires on the fifth anniversary of the Effective Date (the “Initial Period”), *provided*, Optionee, in its sole discretion, shall have the right to extend the term by up to two additional successive periods of one year (each, an “Extended Period”), each upon notice to Owner prior to the expiration of the Initial Period or prior Extended Period, as applicable (collectively, the “Option Period”). Optionee shall have the sole and exclusive right to terminate this Agreement at any time upon written notice to Owner and upon any such termination neither party shall have any further liability hereunder.

1.3. Option Payments. As full and sufficient consideration for the Option, Optionee shall pay to Owner, within 30 days of the Effective Date, and on or prior to each annual anniversary of the Effective Date during the Option Period, a payment of \$ _____ (each, an “Option Payment”). In the event that Optionee exercises the Option and the closing arising from such exercise falls on any date other than an annual anniversary of the Effective Date, Optionee shall be entitled to a prorated credit of the most recent Option Payment against the Purchase Price (as hereinafter defined), such proration to be made on the basis of the number of days between the last payment of an Option Payment and the number of days remaining until the next annual anniversary of the Effective Date.

1.4. Option Exercise. Optionee may exercise the Option by providing written notice of exercise to Owner (the “Notice of Exercise”). Optionee shall have the sole right to determine whether to issue the Notice of Exercise. The Option shall terminate upon the first to occur of: (i) Optionee’s delivery of the Notice of Exercise; (ii) Optionee’s provision of written notice to Owner that Optionee has relinquished the Option; or (iii) the expiration of the Option Period; provided, however, that this

Agreement shall not terminate under this Section 1.4 if a Notice of Exercise has been delivered prior to the expiration of the Option Period.

1.5. **Memorandum of Option.** Upon Optionee's written request, Owner and Optionee shall execute a recordable memorandum of this Agreement in a commercially reasonable form typical for the State of Wisconsin, which memorandum may be recorded by Optionee in the official records of _____ County, _____ at any time during the Option Period.

2. **Due Diligence; Grant of License.** Owner hereby grants to Optionee a continuing license at all times during the Option Period (and, if Optionee delivers the Notice of Exercise, continuing until the Closing Date (as hereinafter defined)) for Optionee and its agents and invitees to access and enter upon the Property for the purposes of conducting inspections, surveys, designs of improvements, tests (including environmental, biological, and cultural resource assessments, and geotechnical, hazardous materials, and soil tests), and other actions reasonably related to the investigation by Optionee of the suitability of the Property for utility-scale solar energy and energy storage development. Optionee shall also have the exclusive right to enter into any interconnection studies or requests and power purchase agreements that Optionee chooses to pursue and relating to the Property, and Optionee shall have the right to apply for (in Owner's name, if necessary) any zoning changes, permits, or land use entitlements required to use the site for the construction, financing, and operation of solar energy generating and related energy generation, storage, and transmission improvements. All such activities conducted by Optionee under this Section 2 shall be at Optionee's sole cost and expense. Within 15 days after the Effective Date, Owner shall deliver to Optionee, to the extent any of the following are within Owner's possession or control, copies of all: (i) existing surveys of the Property; (ii) reports (including title reports), analyses, studies, appraisals, and documents relating to the title to, or the physical or environmental condition of, the Property; (iii) permits, approvals, and entitlements issued for the Property; (iv) notices of violations with respect to the Property; (v) documents relating to pending or threatened administrative actions, litigation, or condemnation proceedings affecting the Property; and (vi) other materials that have or reasonably may have any material impact on the use or condition of the Property.

3. **Purchase Price.** If Optionee exercises the Purchase Option, then Optionee shall purchase the Property from Owner for the sum of [_____] Dollars (\$[_____]00) (the "Purchase Price"), payable on the Closing Date (as hereinafter defined) by cash, cashier's or certified check, or wire transfer of immediately available funds, subject to credit for the Option Payments paid as provided in Section 1.3.

4. **Title and Survey.**

4.1. **Title Insurance.** At any time during the term of this Agreement, Optionee may, at Optionee's sole cost and expense, obtain a commitment of title insurance (a "Commitment") issued by a title insurer of Optionee's choice (the "Title Company"), in form acceptable to Optionee.

4.2. **Survey.** At any time during the term of this Agreement, Optionee may, at Optionee's sole cost and expense, obtain a survey of the Property (a "Survey") to be prepared in accordance with Optionee's requirements. If Optionee elects to obtain a Survey, the Survey shall contain a legal description of the Property, which description may be used in the Deed (as hereinafter defined) and in the Commitment and Optionee's title policy.

4.3. **Objections to Title and Survey Matters.** If Optionee elects to obtain a Commitment and/or Survey, and the Commitment and/or Survey discloses any matter adversely affecting

title to the Property to which Optionee objects (other than monetary liens that Owner shall in all cases cause to have satisfied or otherwise released at the Closing) (each, a “Title Objection”), then Optionee shall notify Owner thereof by no later than sixty (60) days following Optionee’s receipt of the Commitment and Survey, and Owner shall have thirty (30) days to cause the subject of each such Title Objection to be removed from the Commitment and/or the Survey, as applicable. In the event that Owner is unable to remove a Title Objection, then Optionee may elect, at its option, to either: (i) terminate this Agreement by written notice to Owner, in which case the Option Payment shall be returned to Optionee, and thereafter neither Owner nor Optionee shall have any further rights or obligations hereunder or liability to the other (except with respect to the provisions of this Agreement that survive termination); or (ii) waive such Title Objection. Notwithstanding any provision of this Agreement to the contrary, prior to or contemporaneously with the Closing, Owner shall be obligated to satisfy or otherwise release or cause to be released any and all monetary liens against the Property.

4.4. **Commitment and Survey Updates.** At any time after its exercise of its Purchase Option and until the Closing Date, Optionee shall have the right to have its Commitment and/or Survey updated, and if any such update discloses any new matter adversely affecting title to the Property to which Optionee objects (each, a “New Title Objection”), then Optionee shall notify Owner thereof within thirty (30) days of its receipt of such update, and Owner shall have fifteen (15) days to cause the subject of such New Title Objection to be removed from the Commitment and/or the Survey, as applicable. In the event that Owner is unable to remove a New Title Objection, then Optionee may elect, at its option, to either: (i) terminate this Agreement by written notice to Owner, in which case (A) the Option Payments shall be returned to Optionee, (B) Owner shall reimburse Optionee for all direct, out-of-pocket costs and expenses incurred by Optionee in connection with this Agreement and its investigations, inspections, and evaluations of the Property, including, but not limited to, costs of title examination, appraisal, surveys, environmental and other property inspections, and attorneys’ fees, which reimbursement shall be paid to Optionee within thirty (30) days of Owner’s receipt of Optionee’s written request therefor (including supporting documentation and invoices, as applicable), and (C) thereafter neither Owner (upon its satisfaction of the obligations in (A) and (B) above) nor Optionee shall have any further rights or obligations hereunder or liability to the other (except with respect to the provisions of this Agreement that survive termination); or (ii) waive such New Title Objection.

4.5. **Permitted Exceptions.** Any matters appearing on Optionee’s Commitment and/or Survey to which Optionee does not object pursuant to Sections 4.3 or 4.4 above together with any Title Objections waived by Optionee pursuant to Section 4.3(ii) above and any New Title Objections waived by Optionee pursuant to Section 4.4(ii) above, shall be deemed to be “Permitted Exceptions” hereunder.

5. **Conditions to Closing.** The parties understand and agree that the obligation of Optionee to purchase the Property following its exercise of the Purchase Option is expressly contingent upon the achievement or satisfaction of each of the following conditions, to the satisfaction of Optionee:

5.1. **Title and Survey.** Title to the Property shall be good and marketable, with valid title of record, and insurable at regular rates by the Title Company, subject only to the Permitted Exceptions and such other matters as are approved in writing by Optionee, in its sole discretion, prior to the Closing.

5.2. **Environmental Matters.** There shall have been no change in the environmental condition of the Property since the date upon which Optionee shall have had a Phase I (and if applicable, Phase II) environmental assessment of the Property performed.

5.3. **Representations and Warranties.** There shall be no breach of the representations and warranties of Owner set forth in this Agreement.

5.4. **Covenants and Agreements.** Owner shall have observed and performed each covenant and agreement to be observed and performed by it under this Agreement.

6. **Closing.** If Optionee exercises the Purchase Option, then settlement of the sale and purchase of the Property (the "Closing") shall be held at such location and on such date as Optionee may determine (the "Closing Date"), subject to the satisfaction of the conditions set forth herein, provided that the Closing Date shall occur no earlier than thirty (30) days following the date on which Optionee shall exercise the Purchase Option and no later than forty-five (45) days following the date on which Optionee shall exercise the Purchase Option. At Closing, Owner shall grant and convey to Optionee, by special warranty deed (the "Deed"), free and clear of all liens and encumbrances except for Permitted Exceptions, good and marketable fee simple title to the Property as such will be insurable by a responsible title insurance company at regular rates. Time shall be of the essence with respect to the Closing.

7. **Proration of Items and Expenses at Closing.** Municipal service fees, including but not limited to water and sewer charges, utility charges, rents and interest, if any, shall be prorated as of the Closing Date. As of the Closing Date, all state and local real estate taxes shall be prorated on the basis of the applicable tax year. Owner shall be responsible for the cost of all matters of title clearance (including the satisfaction and discharge of any liens or encumbrances on the title and the correction of any deficiencies in title), Owner's attorneys' fees, and one-half of the costs of real estate transfer taxes. Optionee shall be responsible for any title examination and insurance costs (except for costs associated with remedial actions to clear title), the costs of any surveys, any recording fees for documents relating to the purchase of the Property, and one-half of the costs of real estate transfer taxes.

8. **Closing Deliveries.**

8.1. **Deliveries by Owner.** At the Closing, Owner shall deliver to Optionee the following:

8.1.1. the Deed, conveying good and marketable fee simple title in and to the Property, free and clear of all liens and encumbrances (other than the Permitted Exceptions), in form subject to the reasonable approval of Optionee, duly executed and acknowledged by Owner [and, if Owner is married, joined by Owner's spouse];

8.1.2. a certificate executed by Owner, confirming that each of the representations and warranties of Owner set forth in this Agreement are true and correct as of the Closing Date, and that Owner has fully performed all of the covenants of Owner set forth in this Agreement;

8.1.3. an affidavit that Owner is not a "foreign person" as such term is defined in Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended, duly executed by Owner;

- 8.1.4. a HUD-1 settlement statement prepared by the Title Company (or, if none, by Optionee), duly executed by Owner; and
- 8.1.5. any other document, affidavit, instrument, or agreement reasonably requested by Optionee, Optionee's counsel, or the Title Company to consummate the transactions contemplated hereby or to certify Optionee's title the Property.

8.2. **Deliveries by Optionee.** At the Closing, Optionee shall deliver to Owner the following:

- 8.2.1. the Purchase Price (provided, however, that the Option Payment shall be credited against the Purchase Price, to the extent described in Section 1.3 of this Agreement), subject to prorations and other adjustments as provided in Section 7 above;
- 8.2.2. a certificate executed by an officer of Optionee, confirming that each of the representations and warranties of Optionee set forth in this Agreement are true and correct as of the Closing Date, and that Optionee has fully performed all of the covenants of Optionee set forth in this Agreement;
- 8.2.3. a HUD-1 settlement statement prepared by the Title Company (or, if none, by Optionee), duly executed by Optionee; and
- 8.2.4. any other document, affidavit, instrument, or agreement reasonably requested by Owner to consummate the transactions contemplated hereby.

9. **Right to Assign.** Optionee shall have the right to assign or transfer its interest pursuant to this Agreement in full or in part without Owner's consent; *provided, however*, that Optionee shall provide notice of any assignment within a reasonable time following such occurrence (each such transaction, an "Assignment"); and, *provided further* that any such Assignment (excluding any collateral assignments in connection with a financing) shall be expressly made subject to all of the terms, covenants, and conditions of this Agreement. An Assignment shall relieve Optionee of its obligations under this Agreement provided that the transferee of the interest assumes in writing Optionee's obligations hereunder. Optionee shall also have the right to collaterally assign or pledge its rights and interest pursuant to this Agreement to a lender without Owner's consent, and Owner agrees to provide any reasonable estoppels or consents in connection with any such financing upon Optionee's request.

10. **Notices.** All notices, demands, or consents required under in this Agreement shall be given in writing, and may be given (i) by hand, in which case the notice shall be deemed effective when so delivered, (ii) by certified United States Mail, postage pre-paid, in which case the notice shall be deemed to be effective on the third business day following deposit, (iii) by delivery via a nationally recognized, overnight receipted courier service, in which case the notice shall be deemed to be effective on the next business day following delivery to such courier service, or (iv) by e-mail transmission, in which case the notice shall be deemed effective on the date of such transmission, in each case delivered to the Parties at their respective addresses listed below (or at such other address as either may specify to the other in notice under this section):

Notice to Owner: _____

Attn: _____
e-mail: _____

Notice to Optionee: Leeward Renewable Energy Development, LLC
6688 N. Central Expressway, Suite 500
Dallas, Texas 75206
Attn: Legal Department
e-mail: legal@LeewardEnergy.com

11. **Representations, Warranties, and Covenants.** Owner hereby makes the following representations and warranties, each of which shall survive the expiration or earlier termination of the Option Period and shall be deemed remade as of the Closing Date:

11.1. **No Litigation; Compliance with Law.** No litigation is pending, and, to the best of Owner’s knowledge, no litigation or administrative actions are proposed, threatened, or anticipated with respect to any matter affecting the Property or this Agreement. If Owner learns of any litigation or administrative action proposed, threatened, or instituted with respect to the Property or this Agreement, Owner shall give Optionee prompt notice thereof, and Owner shall support any efforts by Optionee to intervene in such proceeding. To Owner’s knowledge, the Property is in compliance with all applicable laws, ordinances, rules, statutes, and regulations, including without limitation all local zoning, subdivision, and land use laws, ordinances, rules, statutes, and regulations.

11.2. **Title; Right to Grant Option.** Owner is the sole owner in fee simple of the Property. Owner has all necessary authority to grant the Option to Optionee and perform all of Owner’s obligations under this Agreement without the consent or approval of any other party. There are no options, rights of first refusal, contracts to purchase, leases, easements, licenses, mortgages, deeds of trust, reversionary rights, or similar interests that would prevent, restrict, or interfere with Optionee’s exercise or enjoyment of its rights under this Agreement, including, without limitation, the right to purchase the Property upon the terms and conditions of this Agreement.

11.3. **Encumbrances.** Until the expiration of the Option Period, Owner will not grant or consent to any leases, liens, zoning restrictions, easements, licenses, mortgages, deeds of trust, reversionary rights, or similar interests concerning the Property without obtaining Optionee’s prior written consent, which may be withheld in Optionee’s sole discretion. To the best of Owner’s knowledge, there are no unrecorded encumbrances affecting the Property. There are no adverse or other parties in possession of the Property.

11.4. **Exclusivity.** Until the expiration of the Option Period, Owner shall not offer the Property for sale, lease, or option to any party other than Optionee, and Owner shall not respond to any unsolicited offers to purchase, lease, or grant an option with respect to the Property.

11.5. **No Physical Alterations.** Until the expiration of the Option Period, Owner shall not alter in any material respect the physical condition of the Property (including, without limitation,

grading and drainage patterns) without Optionee's prior written consent, which may be granted or withheld in Optionee's sole and absolute discretion.

11.6. Hazardous Materials. To the best of Owner's knowledge, no substances or materials defined as hazardous or toxic under state, federal, or local laws or regulations (collectively, "Hazardous Materials") have been placed, stored, generated, produced, discharged, disposed of, or released on the Property or transported to or from the Property. Owner has not placed, stored, generated, produced, discharged, disposed of, or released Hazardous Materials on the Property, and Owner has not transported any Hazardous Materials to or from the Property. There are no underground storage tanks located under the Property.

11.7. Legal Parcel. The Property is comprised of a single legal parcel or multiple legal parcels created pursuant to the subdivision map act or similar statutes or regulations, and the Property can be conveyed by Owner to Optionee without the need for any parcel map or similar subdivision approvals.

11.8. Taxes. Owner shall pay when due all property taxes and assessments assessed against the Property during the Option Period. The Property is not subject to any open space or agricultural property tax deferrals, and neither Optionee's potential development of the Property nor the closing of the transaction contemplated by this Agreement will trigger any type of property tax recapture.

11.9. Foreign Person. Owner is not a "foreign person" as defined in Section 1445 of the United States Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.

11.10. No Broker's Commissions. Owner has not entered into any agreement or taken any action that will result in any obligation to pay any brokerage, finder's fee, or similar commission in connection with this Agreement or the potential purchase and sale of the Property as contemplated in this Agreement.

12. Risk of Loss. All risk of loss or damage to the Property prior to Closing, including, but not limited to, loss by fire, windstorm, or other casualty, shall rest with Owner. If, prior to the Closing, the Property is damaged as a result of fire or other casualty or if after the exercise of the Purchase Option and before Closing, all or any portion of the Property is condemned by any legally constituted authority, a notice of intent to condemn is issued for any portion of the Property, or any portion of the Property is sold in lieu of condemnation (all of which actions shall generically be referred to as a condemnation), Optionee shall have the option to: (i) accept title to the Property without any abatement of the Purchase Price whatsoever, in which event at the Closing any insurance or condemnation proceeds payable to the Owner shall be assigned by Owner to Optionee, and any monies theretofore received by Owner in connection with such fire or other casualty or condemnation, shall be paid over to Optionee; or (ii) cancel this Agreement, in which event neither party shall have any further liability or obligation to the other hereunder except for those liabilities or obligations which survive the termination of this Agreement and the Option Payments shall be returned to Optionee. Such option shall be exercised by Optionee by delivering to Owner written notice of such exercise on or before the tenth (10th) day following the date on which Optionee receives notice that such condemnation, fire or other casualty has occurred, but in no event later than the Closing Date. In the event Optionee shall fail to exercise such option within the ten (10) day period, then Optionee shall be deemed to have elected the alternative set forth above to cancel this Agreement.

13. **Defaults and Remedies.**

13.1. **Default by Optionee.** In the event of a default or breach by Optionee hereunder that continues for thirty (30) days following written notice from Owner, Owner's sole remedy shall be to terminate this Agreement and retain the Option Payments, which shall constitute Owner's liquidated damages. Owner hereby waives all other rights and remedies, including, without limitation, any right to specific performance, injunctive relief, or other relief to cause Optionee to perform its obligations under this Agreement, and any right to damages occasioned by Optionee's breach of this Agreement that are in excess of the Option Payments.

13.2. **Default by Owner.** In the event of any default or breach by Owner under this Agreement that continues for thirty (30) days following written notice from Owner (provided, however, that there shall be no such cure period for Owner's breach of its obligation to deliver the items described in Section 8.1 on the Closing Date), Optionee may elect, as Optionee's exclusive remedies, to either:

13.2.1. waive any claim for loss of bargain and consequential damages, in which event (A) all Option Payments shall be returned to Optionee, and (B) Owner shall reimburse Optionee for all direct, out-of-pocket costs and expenses, including, but not limited to, costs of title examination, appraisal, surveys, environmental and other property inspections, and attorneys' fees; or

13.2.2. pursue an action for specific performance.

14. **Miscellaneous Provisions.**

14.1. **Successors and Assigns.** The terms and provisions of this Agreement shall run with the Property and be binding on, and inure to the benefit of, the successors and permitted assigns of the Parties.

14.2. **Entire Agreement; Further Assurances.** This Agreement constitutes the entire agreement between the Parties and supersedes any other prior understandings and agreements. This Agreement shall not be amended or modified in any way except by an instrument signed by the Parties. The Parties shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions hereof, so long as the requesting Party bears any financial cost.

14.3. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

14.4. **Confidentiality.** Owner shall maintain in the strictest confidence, for the benefit of Optionee, all information pertaining to this Agreement and the terms and conditions of this Agreement.

14.5. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances, other than those as to which it is held to be invalid, shall be enforced to the fullest extent permitted by law.

14.6. Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument. Signatures to this Agreement may be delivered by electronic means (e.g., by .pdf or by DocuSign) with the same effect as a physical signature.

[signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective as of the Effective Date.

OWNER:

[LANDOWNER NAME]

By: _____

Name: _____

Title: _____

OPTIONEE:

LEEWARD RENEWABLE ENERGY DEVELOPMENT, LLC

By: _____

Name: _____

Title: _____

Exhibit A

Legal Description of the Property

[see attached]