

LAND LEASE AND SOLAR EASEMENT

by and between

Independent School District #256

And

MN CSG 2019-189 LLC

a Minnesota limited liability company

dated as of

November 24, 2020

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LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“**Lease**”) is made on November 24, 2020 (“**Effective Date**”) between Independent School District #256, (“**Owner**”), and MN CSG 2019-89 LLC, a MN limited liability company, its successors and assigns (“**Project Company**”, and together with Owner, each a “**Party**” and collectively, the “**Parties**”). The Parties hereby agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Owner leases to Project Company, and Project Company leases from Owner, a certain portion of Owner’s real property legally described in Exhibit A-1 attached hereto (the “**Property**”) (such leased portion, depicted in Exhibit A-2, being the “**Premises**”) for the sole purpose of monitoring, testing and evaluating the Premises for solar energy generation and of constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, solar energy generating equipment, overhead and/or underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities and substations to be operated in conjunction with solar energy generating equipment installations, roads, and related improvements, facilities and equipment (collectively, “**Solar Facilities**”), including, without limitation, a line or lines of towers with wires and cables, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, wires and cables on, along and in the Premises, together with the appropriate rights of way. Project Company will have the right to relocate existing Solar Facilities during the Term. Project Company will have the exclusive right to use the Premises for solar energy purposes. For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

The general description of the Premises described in Exhibit A-2 attached to this Lease on the Effective Date may not be a precise legal description of the Premises. The Owner and Project Company hereby acknowledge and confirm that, notwithstanding any insufficiency in the legal description attached as Exhibit A-2, the parties desire to enter this Lease and to be fully and legally bound by this Lease. Therefore, Owner and Project Company agree that (i) they are thoroughly familiar with the proposed location of the area comprising the Premises, and (ii) upon Project Company obtaining a Survey (as defined below), the metes and bounds description of the Premises will be substituted for Exhibit A-2 pursuant to an amendment to this Lease and such metes and bounds description will become the final legal description of the Premises. The parties acknowledge and agree that they are legally bound under this Lease pursuant to the depiction of the Premises attached as Exhibit A-2 and both parties will be obligated to perform hereunder based on such depiction of the Premises. Prior to the construction of any Solar Facilities on the

Premises, Project Company, at its expense, will obtain and deliver to Owner a survey of the Property prepared by a Minnesota registered professional land surveyor (the “**Survey**”).

(b) **Access Easement.** Owner hereby grants to Project Company, for the Term (as defined below), an easement (the “**Access Easement**”) over, across and on the Property for ingress to and egress from the Solar Facilities (whether located on the Premises or on the remainder of the Property) by means of any existing roads and lanes, or by such route or routes as Project Company may construct from time to time. The Access Easement will include the right to improve existing roads and lanes, or to build new roads, and will run with and bind the Property, and will inure to the benefit of and be binding upon Owner and Project Company, as applicable, and their respective heirs, personal representatives, transferees, successors and assigns, and all persons claiming under them. The location and dimensions of such access roads will be made by Project Company in its sole discretion, except that: Project Company agrees to comply with all applicable laws, including obtaining all necessary permits, and (i) shall not interrupt Owner’s operations on the Property by such access roads, and (ii) shall install such access roads perpendicular to county roads as allowed by law.

(c) **Transmission Easement.** Owner hereby grants Project Company one or more easements for Transmission Facilities (defined below) (“**Transmission Easements**”) on, over and across the Property, on such portions of the Property as will be notified to Owner by Project Company. Any such Transmission Easement will contain all of the rights and privileges for Transmission Facilities as are set forth in this Lease. Any Transmission Easement will also include the right of ingress to and egress from the Solar Facilities (whether located on the Premises or on the remainder of the Property) over and along the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Project Company or Owner may construct from time to time. The term of the Transmission Easements will be the same as the term of this Lease unless terminated by Project Company by written notice to Owner as set forth herein and will not expire or be terminable by Owner under any circumstances. Project Company will have the right to assign or convey all or any portion of any Transmission Easement to any person on an exclusive or nonexclusive basis. Any Transmission Easement will run with the Property and inure to the benefit of and be binding upon Owner and Project Company and their respective transferees, successors, and assigns, and all persons claiming under them. Project Company will have the right to assign its rights hereunder relating to the construction, operation, repair and/or maintenance of the electric transmission or distribution systems to a third party that owns, operates and/or maintains electric transmission or distribution systems. As used in this Lease, the term “**Transmission Facilities**” means electrical transmission and/or distribution and communications lines and related cables, wires, conduit, circuit breakers and transformers, and any and all necessary and proper facilities, fixtures, and additional equipment any way related to or associated with any of the foregoing for the transmission and delivery of electrical energy. Transmission Facilities will be deemed to be Solar Facilities. At its own expense, Project Company will bury all collector lines that are 138kv or less, provided, however, that upon approval of the local government authority, if necessary, and the Owner, consent not to be unreasonably withheld, Project Company may install said collector lines above ground in a safe manner and location.

(d) **Owner’s Retained Rights.** Owner will retain the right to use the portion of the Property, other than the Premises, to the extent its use does not interfere with Project Company’s

rights under this Lease, for uses such as farming, grazing, recreation, or conservation. Owner will be entitled to use any private road constructed by Project Company on the Premises.

(e) **Location of Solar Facilities.** Project Company will consult with Owner on its site development plan prior to construction of the Solar Facilities, roads, lanes, and electric power and transmission lines and shall attempt to accommodate Owner needs provided that, Project Company will make all such final siting decisions, subject to other requirements of this Agreement.

Section 1.2 Solar Easement

(a) **Open Access to Sun.** Owner hereby grants and conveys to Project Company an exclusive easement on, over and across the Premises for the following: the open and unobstructed access to the sun to any Solar Facilities on any of the Property and to ensure adequate exposure of the Solar Facilities to the sun. In addition, Owner hereby grants and conveys to Project Company an exclusive easement prohibiting any obstruction to the open and unobstructed access to the sun (together with the preceding sentence, the **‘Solar Easement’**) throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any Solar Facility is or may be located at any time from time to time (each such point referred to as a **‘Site’**) and for a distance from each Site to the boundaries of the Property, together vertically through all space located above the surface of the Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) **Owner Improvements.** Trees, buildings, and other improvements located on the Premises as of the date of this Lease will be allowed to remain, and Project Company may not require their removal. Owner may not place or plant any trees, buildings or improvements (an **‘Improvement’**) on the Property after the date of this Lease which may, in Project Company’s sole judgment, impede or materially interfere with the open and unobstructed access to the sun to any Site or Facility, unless Owner has received written approval from Project Company for any such trees, structure or improvement. Subject to the foregoing, Owner may construct an Improvement on the Property if such Improvement meets all of the following requirements:

- (i) Such Improvement poses no interference with any part of the Solar Facilities located on the Premises; and
- (ii) Such Improvement has a Maximum Height = $[(\text{distance to fence line}) + 20'] / 3$, with such Improvements being located at least 20’ from the nearest fence line of the Premises

(an Improvement that complies with all of the foregoing restrictions will be referred to as a **‘Permitted Improvement’**). Owner may construct such Permitted Improvements without the prior consent of Project Company. However, should Owner construct an Improvement that is determined by Project Company to violate or not be in compliance with any of the restrictions of this section, Project Company may provide notice to Owner that said Improvement must to be

removed within thirty (30) days of Owner's receipt of Project Company's notice. Should Owner fail to remove the non-complying Improvement within such thirty (30) day period, and subject to Owner rights to dispute resolution under this Agreement, Project Company may cause the same to be removed and may off-set the cost of the removal against any lease payments due hereunder to Owner.

(c) **No Interference.** Owner will not materially interfere with and will not knowingly allow any third party to materially interfere with, the free, unobstructed, and open and unobstructed access to the sun, solar speed, or solar direction over and across the Premises.

ARTICLE II. Lease Term

Section 2.1 Development Period; Operating Term; Renewal Terms

(a) **Development Period.** Project Company's rights under this Lease will be in effect throughout the Development Period. The "Development Period" commences on the Effective Date of this Lease and expires at the earlier of commencement of the Operating Term and November 24, 2022.

(b) **Development Period Extension.** Project Company will have the right, at its option, to extend the Development Period for up to two years ("Development Period Extension"). To exercise its option to the Development Term Extension, Project Company must deliver a written extension notice to Owner at least thirty (30) days prior to the expiration of the Development Period. Rent for the Development Period Extension shall be the same as the Operating Term.

(b) **Operating Term.** This Lease will automatically enter the Operating Term upon the date when at least one solar generating facility installed on the Premises is producing and transmitting electricity (each a "**Commercially Operational Solar Facility**") (the "**Operation Date**"); The Operating Term of this Lease ("**Operating Term**") will be for a period of twenty-five (25) years from the Operation Date, unless terminated earlier in accordance with the terms of this Lease. The Development Period ends at the time the Operating Term begins, provided that the Operation Date occurs prior to the expiration of the Development Period or Development Period Extension.

(c) ~~**Operating Term Extension.** Project Company will have the right, at its option, to extend the Operating Term for two (2) additional periods of five (5) years each (each a "**Operating Term Extension**" and collectively, "**Operating Term Extensions**"). To exercise its option to renew the Term for the first Operating Term Extension, Project Company must deliver a written extension notice to Owner at least thirty (30) days prior to the expiration of the Operating Term. To exercise its option to extend the Term for the second Operating Term Extension, Project Company must deliver written extension notice to Owner at least thirty (30) days prior to the expiration of the first Operating Term Extension. The Operating Term may be extended only upon the mutual written agreement of Owner and Project Company entered into at least thirty (30) days before the end of the Operating Term ("**Term Extension**") or previously agreed Term Extension. The terms of the Lease during each ~~Operating~~ Term Extension will be the same terms and conditions applicable during the Operating Term, except as specifically~~

provided herein. ~~Project Company will have no right to extend or as may be agreed by the Term beyond Parties in the second Operating Term Extension agreement.~~ If Owner and Project Company ~~fails timely fail to deliver the required extension notice~~ agree on a Term Extension, this Lease will terminate at the end of the Operating Term or ~~first Operating~~ Term Extension as the case may be, and Project Company will have no further ~~options or rights to renew or~~ extend the Term.

(d) **Entire Term.** The “Term” of this Lease collectively will be the Development Period, together with, if Project Company exercises the applicable options, the Operating Term and any elected Development Term Extensions or Operating Term Extensions.

Section 2.2 Termination of Lease

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

- (a) The expiration of this Lease as set forth in Section 2.1 above; or
- (b) The written agreement of the Parties to terminate this Lease; or
- (c) A Breach (hereinafter defined) of this Lease by either party and the election of the non-breaching party to terminate the Lease pursuant to Article IX below; or
- (d) At the option of Project Company, thirty (30) days after Project Company’s execution and delivery of written notice of termination to Owner (as to the entire Premises, or any part thereof at Project Company’s option), in Project Company’s sole and absolute discretion; or
- (e) A condemnation of all or a portion of the Parcel and the election of the Project Company to terminate the Lease pursuant to Article VIII below; or
- (f) A casualty event that materially impairs operation of the Solar Facilities, and where Project Company elects in its sole discretion not to rebuild; or
- (g) Pursuant to applicable law, except that if any such applicable law is amended or terminated after the Effective Date, and the effect of such amendment or termination is to extend the permissible Development Period to or eliminate the requirement that commercial operation or the development of the potential to produce solar energy begin within a specified time period, then this Lease will automatically be amended to incorporate such amendment or termination, as if such amendment or termination was fully incorporated herein.

Section 2.3 Survival of Covenants

The Parties acknowledge that the covenants, conditions, rights and restrictions in favor of Owner or Project Company pursuant to this Lease including, but not limited to, Lease payments, the Access Easement and Solar Easement, and Project Company’s use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of the Solar Facilities and that the covenants, conditions, rights and restrictions in favor of Project Company pursuant to

this Lease will not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Solar Facilities remains operational.

ARTICLE III. Payments and Taxes

Section 3.1 Payments

Project Company will pay Owner according to the Payment Terms set forth in Exhibit D attached hereto and made a part hereof

Section 3.2 Taxes, Assessments and Utilities

(a) **Owner Taxes and Assessments.** Owner will pay, when due, all real property taxes and assessments levied against the Premises, and all personal property taxes and assessments levied against any property and improvements owned by Owner and located on the Premises. If Owner will fail to pay any such taxes or assessments when due, Project Company may, at its option, pay those taxes and assessments and any accrued interest and penalties, and either seek reimbursement from Owner or deduct the amount of its payment from any rent or other amount otherwise due to Owner from Project Company.

(b) **Project Company Taxes and Assessments.** Project Company will pay all personal property taxes and assessments levied against the Solar Facilities when due, including any such taxes based on electricity production. If the real property taxes assessed to the Property increase solely as a result of the installation of the Solar Facilities on the Property, including any reclassification of the Property, Project Company will pay or reimburse Owner during the Term an amount equal to the increase to the extent caused by such installation no later than ten (10) days prior to the date each year on which the applicable real estate taxes are due to be paid, provided that not less than thirty (30) days prior to such due date Owner provides Project Company with copies of the applicable current and past statements of real estate taxes payable for the Property and any related information demonstrating that the installation of the Solar Facilities resulted in the increase in real estate taxes for which Owner is requiring payment or reimbursement from Project Company. Owner and Project Company agree jointly to use commercially reasonable efforts to cause the Premises not to be reclassified from its present agricultural or open space exemption as a result of this Lease.

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

(d) **Project Company Utilities.** Project Company will pay for all water, electric, telecommunications and any other utility services used by the Solar Facilities or Project Company on the Premises.

ARTICLE IV. Project Company's Covenants

Project Company covenants, represents, and warrants to Owner as follows:

Section 4.1 Mechanics Liens

Project Company will keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Project Company or, at the request of Project Company, any Solar Facility on the Premises in connection with Project Company's use of the Premises. Project Company may contest any such lien but will post a bond or utilize other available means to remove any lien that is created during the contested proceeding. Project Company agrees to otherwise remove any lien or encumbrance for which it is responsible pursuant to this paragraph within sixty (60) days of notice to Project Company of the creation of any such lien or encumbrance.

Section 4.2 Permits and Laws

Project Company and its designees will at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority applicable with respect to Project Company's activities pursuant to this Lease and will obtain all permits, licenses and orders required to conduct any and all such activities (collectively, '**Legal Requirements**'). Project Company will have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Project Company or in the names of both Project Company and Owner where appropriate or required, the validity or applicability to the Premises or Solar Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Owner will cooperate in every reasonable way in such contest, provided Project Company reimburses Owner for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Project Company has approved such expense in advance, approval not to be unreasonably withheld. Any such contest or proceeding, including any maintained in the name of Owner, will be controlled and directed by Project Company, but Project Company will protect Owner and hold it harmless from Project Company's failure to observe or comply during the contest with the contested Legal Requirement.

Section 4.3 Project Company's Improvements

All Solar Facilities constructed, installed or placed on the Premises by Project Company pursuant to this Lease will be and remain the sole property of Project Company and Owner will have no ownership or any other interest in any Solar Facilities on the Premises. The Solar Facilities are and will remain personal property of the Project Company, notwithstanding any present or future common ownership of the Solar Facilities and the Premises. Throughout the Term, Project Company will, at its sole cost and expense, maintain Project Company's Solar Facilities in good condition and repair, ordinary wear and tear excepted. After the construction of the Solar Facilities, Project Company will remove any construction debris and will restore the portions of the Premises not occupied by the Solar Facilities to substantially the same condition that such portions of the Premises were in prior to the construction of the Solar Facilities. Subject to applicable law, all Solar Facilities constructed, installed, or placed on the Premises by Project

Company pursuant to this Lease may be moved, removed, replaced, repaired, or refurbished by Project Company at any time. Project Company will pay Owner the fair market value of caliche, gravel, or water from the Premises purchased by Project Company with the consent of Owner.

Section 4.4 Removal of Project Company's Improvements

(a) **Project Company Will Remove Solar Facilities.** At the end of the Term, including upon any early termination of the Lease, or Term Extension, Project Company will remove all its Solar Facilities, including any foundations within twelve (12) months from the date the Term expires or the Lease terminates, whichever is later. Owner grants Project Company an easement for such removal, which easement will survive for such period. Project Company shall continue to pay rent as set forth on Exhibit D for said period on a pro rata basis until such time as the removal of the Solar Facilities from the Premises is complete. During the Lease or any period after Lease termination in which any Solar Facilities or other Project Company Facilities remain on the Premises, Project Company shall defend, indemnify and hold Owner harmless from any and all third party claims arising out of the removal of said Facilities on the Premises. ~~Project Company shall further defend, indemnify and hold Owner harmless from any and all claims, demands, disputes, damages or liabilities as between Project Company, its successors or assigns, and HBC, as lessee of that certain telecommunications tower adjacent to the Premises, or HBC's successors or assigns, and other lessees of the tower, if any.~~

(b) **Owner's Right to Remove Solar Facilities Upon Failure by Project Company.** If Project Company fails to remove any of the Solar Facilities within the required time period set forth in Section 4.4(a) above, such Solar Facilities will be considered abandoned by Project Company and Owner may remove these Solar Facilities from the Premises and dispose of them in its sole discretion without notice or liability to Project Company. In such event, if Owner removes such Solar Facilities at Owner's expense, Project Company will reimburse Owner for all reasonable costs of removing those Solar Facilities as required by the Lease, less any salvage value received by Owner, within thirty (30) days after Project Company's receipt of an invoice from Owner.

(c) **Security for Removal.** Commencing with the first (1st) year of the Operating Term, Project Company will establish security payable to the government Authority Having Jurisdiction (AHJ) to cover Project Company's obligations under Section 4.4(a) above (the "**Restoration Security**") through one of the following means to be selected by Project Company in its sole discretion: (i) by establishing an escrow account with a bank selected by the AHJ, or (ii) by delivering to the AHJ a letter of credit, bond, corporate guarantee from an investment grade company or equivalent security. The amount of the Restoration Security will be equal to the Net Removal Cost (as defined below), which will be determined by the parties in good faith; provided, however, if the parties cannot agree upon the Net Removal Cost within sixty (60) days, then the Net Removal Cost will be determined by an independent engineer mutually selected by the parties. The terms of any escrow fund, letter of credit, corporate guarantee or bond will expressly provide that the AHJ will be entitled to use amounts received from the Restoration Security to remedy any damage to the Premises if Project Company fails to comply with its obligations pursuant to Section 4.4(a), after notice and opportunity to cure as provided herein. Interest earnings, if any, on any escrow fund will be the property of Project Company, and any amounts remaining in any escrow fund after Project Company has complied with its obligations

pursuant to Section 4.4(a) will belong to Project Company. As used herein, the “**Net Removal Cost**” means (1) the cost of performing Project Company’s obligations under Section 4.4(a) minus (2) the salvage value of the Solar Facilities located on the Premises at the time such calculation is made.

Section 4.5 Hazardous Wastes

Project Company will not use, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Project Company’s operations, any substance which is defined as a “hazardous material”, “toxic substance” or “solid waste” in any Legal Requirement except in such quantities as may be required in its normal business operations and only if such use is in full compliance with all Legal Requirements.

Section 4.6 Insurance

Project Company will obtain and maintain in force the following policies of insurance covering the Solar Facilities and Project Company’s activities on the Premises at all times during the Term: comprehensive general liability insurance with minimum coverage of at least \$500,000 for property damage, \$1,000,000 for bodily injury or death to any one person, and a minimum combined occurrence and annual coverage of \$2,000,000. Such insurance coverage for the Solar Facilities and Premises may be provided as part of a blanket policy that covers other Solar Facilities or properties as well. Any such policies will provide for thirty (30) days’ prior written notice to Owner of any cancellation or material change. Project Company will provide Owner with copies of certificates of insurance evidencing this coverage upon written request by Owner. Owner shall be named as an additional insured on all of the foregoing coverages. No coverage will be provided for liability arising out of Owner’s own negligent or intentional act or omission.

Section 4.7 Gates and Fences

If necessary and as mutually agreed by the Parties, Project Company will make such fence cuts, braces, and repairs that will be permanent and remain functional for the remaining life of the Owner’s fence of which they are part (any such cuts will be reinforced with bracer posts on each side of the cut, and the opening will be repaired to the same quality as the existing fence); alternatively, Owner may require Project Company to install a cattle guard in lieu of any external gate used by Project Company. During construction or operation of the Solar Facilities, Project Company will close any gates used by its personnel except when open to permit the passage of vehicular traffic, so that Owner’s livestock, if any, do not stray or escape through such gates. If Owner maintains locks on exterior gates, Owner will provide Project Company with keys or with the combinations to such locks. Upon the termination of this Lease, any cattle guards or gates installed by Project Company will become the property of Owner.

Project Company may erect its own fence around such portions of the Premises on which any portion of the Solar Facilities are located in order to exclude persons other than those authorized by Project Company from accessing such areas.

Section 4.8 Site Rules

While on the Premises, Project Company will use commercially reasonable efforts to comply with the Site Rules attached hereto as Exhibit E and incorporated herein by reference.

ARTICLE V. Owner Covenants

Owner covenants, represents, and warrants to Project Company as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Lease, Owner is the sole owner of the Premises in fee simple and each person or entity signing the Lease on behalf of Owner has the full and unrestricted authority to execute and deliver this Lease and to grant the leasehold, easements and other rights granted to Project Company herein. There are no encumbrances or liens (including farm or other tenancies) against the Premises except those which are listed on Exhibit B attached hereto and incorporated herein by reference (collectively, ‘**Encumbrances**’). Owner agrees to deliver any documents necessary to correct any title defects. All persons having any ownership interest in the Premises (including spouses) are signing this Lease as Owner. When signed by Owner, this Lease constitutes a valid and binding agreement enforceable against Owner in accordance with its terms. Owner expressly waives any and all existing and future statutory, common law and other liens on the Solar Facilities that Owner may have under applicable law. To the extent that any such lien cannot be waived under applicable law, Owner hereby subordinates such lien to all existing and future liens and security interests in favor of Project Company’s creditors.

Section 5.2 Cooperation to Eliminate Lien Interference

Owner will cooperate with Project Company to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, deed of trust, lease or other exception to Owner’s fee title to the Premises to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Project Company under this Lease including, but not limited to, any Wetlands Reserve Program (“**WRP**”) or Conservation Reserve Program (“**CRP**”). Owner will also cooperate with Project Company to obtain and maintain any permits or approvals needed for the Solar Facilities. Owner will also provide Project Company with such further assurances and will execute any estoppel certificates, consents to assignments, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Project Company or any of its lenders.

Section 5.3 Quiet Enjoyment

As long as Project Company is not in Breach of this Lease, Project Company will have the quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Lease, free from any claim of any entity or person of superior title thereto and without any hindrance to, interference of any kind with, or molestation of Project Company’s quiet enjoyment thereof. Neither Owner nor any person claiming by, through or under Owner shall disturb or interfere with Project Company’s quiet and peaceful use, enjoyment, and possession of the Premises, or any of its rights or activities pursuant to this Lease. Additionally,

Owner and its activities on the Premises and any grant of rights Owner makes to any other person will be only as permitted under this Lease and will not interfere with any of Project Company's rights or activities pursuant to this Lease. Owner will not materially interfere nor allow material interference with the solar speed or solar direction over the Premises, or otherwise engage in activities or knowingly allow any activities which might impede or decrease the output or efficiency of the Solar Facilities.

Section 5.4 Exclusivity

Project Company will have the sole and exclusive rights to install and operate Solar Facilities on the Property, to use the Property for solar energy purposes, and to convert all of the solar resources of the Property. In no event during the Term will Owner construct, build or locate or allow others to construct, build or locate any solar energy facility or similar project on the Property.

Section 5.5 Hazardous Materials

Owner will not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Owner's operations, any substance which is defined as a "hazardous substance", "hazardous material", or "solid waste" in any Legal Requirement, except in such quantities as may be required in the operations Owner is permitted to conduct on the Premises and only if such use is in full compliance with all Legal Requirements. Owner represents and warrants to Project Company that, as of the date hereof, there is no "hazardous substance", "hazardous material", or "solid waste" on, in or under the Premises in violation of any Legal Requirements.

Section 5.6 Mineral Rights and Lateral Support

(a) "**Subsurface Interests**" include, but are not limited to oil, gas, coal, cement materials, sodium sulfate, sand and gravel, scoria, road material, building stone, chemical substances, metallic ores, uranium ores, or colloidal or other clays.

(b) If Owner does not own 100% of the Subsurface Interests in and under the Premises, or leases the Subsurface Interests relating to Premises, then Owner will disclose such to Project Company on Exhibit B. This Lease will not be interpreted to prevent Owner from leasing and developing Subsurface Interests on Premises, provided that any future leasing, development, or transfer of the Subsurface Interests will be subject to this Lease. Owner will notify Project Company as soon as Owner knows of Subsurface Interest exploration or production plans. Owner will cooperate with Project Company in the exercise of Owner's Subsurface Interest rights to minimize interference, at no cost to Owner.

(c) If Owner does not own 100% of the Subsurface Interests in and under the Premises, or leases the Subsurface Interests relating to Premises, Owner agrees to cooperate with Project Company's efforts to obtain a cooperation or accommodation agreement relating to the exploring, drilling, or mining for or producing of Subsurface Interests on Premises from the owner or lessee of such Subsurface Interests.

(d) If Owner owns 100% of the Subsurface Interests in and under the Premises and does not lease the Subsurface Interests relating to Premises, Project Company will have and exercise the right of subjacent and lateral support for the Solar Facilities on the Premises to whatever extent is necessary for the safe construction, operation and maintenance on the Solar Facilities. Owner expressly covenants that Owner will not excavate so near the sides of or underneath the Solar Facilities as to undermine or otherwise adversely affect their stability. Neither Owner nor its successors or assigns will be entitled to use, or authorize the use of, any portion of the surface of the Premises located within three hundred (300) feet of any existing or proposed Solar Facility or within one hundred (100) feet of an existing or proposed transmission line (or any other portion of the Parcel that would unreasonably interfere with the use by Project Company of the Premises) for the purpose of exploring, drilling, or mining for or producing Subsurface Interests, without the prior written consent of Project Company, which consent will not be unreasonably withheld, delayed or denied. Owner agrees that the new agreement affecting Subsurface Interests will expressly provide that such holder will not conduct any activities within the areas described in this Section 5.6 and will not otherwise interfere with Project Company's rights under the Agreement.

Section 5.7 Operation of the Solar Facilities

Owner acknowledges and understands that the Solar Facilities to be located on the Premises, or in connection with the Project on adjacent property may impact the view on the Property or on adjacent properties or otherwise cause visual effects. Owner covenants and agrees that provided Project Company reasonably and timely maintains the Solar Facilities, Owner will not assert that the Solar Facilities constitute a nuisance.

ARTICLE VI. Indemnification

Section 6.1 Indemnification

Each Party ("**Indemnifying Party**") agrees to defend, indemnify and hold harmless the other Party and the other Party's officers, directors, employees, representatives and agents (collectively "**Indemnified Party**") against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys' fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Premises, or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party with respect to this Lease or the Premises. This indemnification will not apply to losses, damages, claims, expenses, and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. In addition to the foregoing and except as to any negligence of the Owner, Project Company will protect, indemnify and save harmless the Owner for and against any and all losses, costs, damages and expenses occasioned by, or arising out of, any accident of other occurrence causing or inflicting injury and/or damage to any person or Party, happening or done, in, upon or about the Premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Project Company or any person claiming through or under the Project Company. This indemnification Section will survive the termination of this Lease.

Section 6.2 Damage to Owner's Property

(a) **Crop Damage.** The Parties anticipate and acknowledge that Owner or Owner's lawful tenants may suffer damage to crops on the Premises during Project Company's construction and installation of its Solar Facilities on the Premises. Project Company will compensate Owner for crop loss or destruction due to such activities on the Premises by Project Company. Crop damages will be calculated by the following formula:

$$\text{Unit Price} \times \text{Unit Yield Per Acre} \times \text{Percentage of Acre(s) Damaged} = \text{Crop Damages}$$

Unit price for damaged or destroyed crops will be based on the average of the previous March 1st and September 1st prices for that crop in the county where the Premises is located (or other commonly used yield information available for the area). Unit yield will be the average of the previous two (2) years' yields of the same crop as the damaged crop, according to Owner's records, as received by Project Company from and certified by Owner, for the smallest parcel of land that includes the damaged area. For purposes of the foregoing, "Owner's records" will include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines. If Owner does not have yield records available, the Owner will use FSA records for the county in which the Premises is located (or other commonly used yield information available for the area) for the smallest parcel of land which includes the damaged area.

The Parties will try in good faith to agree to the extent of damage and acreage affected. If the Parties hereto cannot agree, they will have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent. Payment of crop damages and/or compaction damages will be made within thirty (30) days after determining the extent of damage. After the Operation Date, Project Company will not be responsible to pay Owner or Owner's lawful tenants any loss of income, rent, business opportunities, profits or other losses arising out of Owner's inability to grow crops or otherwise use the portion of the Premises occupied by the Solar Facilities. Project Company will not be responsible for paying any compensation to Owner or Owner's lawful tenants arising out of Owner's or Owner's lawful tenants' inability to grow future crops on the Premises or Owner's or Owner's lawful tenants' inability to use the Premises for any other purpose.

(b) **Drain Tile or Irrigation System Damage.** Project Company will take commercially reasonable steps to avoid damaging any tile lines or irrigation systems on the Premises. Project Company agrees to repair, replace and/or reroute underground tile lines damaged during construction or operation of the Solar Facilities. Upon reasonable notice, Owner will be given the opportunity to inspect the repair, replacement or rerouting of tile or irrigation systems prior to being covered with topsoil. If such repair, replacement or rerouting of underground tile lines damages existing roads or lanes on Owner's Parcel, Project Company, at its expense, shall promptly repair the road or lane to a similar or better condition it was immediately before installation of the tile.

Section 6.3 Conservation Reserve Program

If Owner is a party to a Conservation Reserve Program contract ("**CRP Contract**") with the U.S. Department of Agriculture ("**USDA**") pursuant to 7 C.F.R. Part 1410, Owner will provide Project Company with a true and complete copy of such CRP Contract, together with all

amendments and modifications. If applicable, Project Company will reimburse Owner for (a) any rental payments, or portion thereof, Owner would have received from the USDA but for the construction of the Solar Facilities on the Premises; and (b) the penalties and interest, if any (including for any past payments received by Owner that must be repaid by Owner), assessed by, the USDA as a result of the construction of the Solar Facilities on the Premises. Owner will cooperate with Project Company in completing and submitting documents to obtain any exemptions allowed under the Conservation Reserve Program for the use of Solar Facilities on the Premises covered by a CRP Contract.

ARTICLE VII. Assignment; Encumbrance of Lease

Section 7.1 Right to Encumber

(a) **Project Company Right to Mortgage Leasehold Interest.** Project Company may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity (“**Lender**”) without the consent of Owner. Any such Lender will have no obligations under this Lease until such time as it exercises its rights to acquire Project Company’s interests subject to the lien of Lender’s mortgage by foreclosure or Lender otherwise directly assumes the obligations of Project Company. Project Company will undertake reasonable efforts to notify Owner of the identity and notice address for any Lender, but failure to do so will not be considered a default or Breach hereunder unless Owner can show that such failure resulted in material harm to Owner.

(b) **Amendment Requires Lender Consent.** The Parties agree that, once all or any part of Project Company’s interests in the Lease are mortgaged or assigned to a Lender, they will not modify or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Project Company Default.** Owner agrees that any Lender will have the right to make any payment and to do any other act or thing required to be performed by Project Company under this Lease, and any such payment, or act or thing performed by Lender will be effective to prevent a Breach by Project Company and any forfeiture of any of Project Company’s rights under this Lease as if done by Project Company itself.

(d) **Notice from Owner to Lender in Case of Project Company Default.**

(i) Owner agrees to deliver to each Lender a copy of all notices, including any notices of default or Breach, that Owner delivers to Project Company pursuant to this Lease, so long as Owner has proper notice of each Lender’s identity and notice information. Owner shall not exercise any right to terminate or suspend this Lease unless Owner has given such written notice to each Lender of which Owner has notice. Owner’s notice of an intent to terminate or suspend must specify the condition giving rise to such right. Lender has the longer of thirty (30) days and the cure period allowed for a default or Breach of that type under this Lease to cure the condition (“**Cure Period**”); provided that, if the condition cannot be cured within such time but can be cured within an extended period, Lender may

have up to an additional ninety (90) days to cure (“**Extended Cure Period**”) if Lender commences to cure the condition within the Cure Period and diligently pursues the cure thereafter. Owner’s and Project Company’s obligations under this Lease shall otherwise remain in effect, and Owner and Project Company shall be required to fully perform all of their respective obligations under this Lease during any Cure Period or Extended Cure Period.

- (ii) If within such Cure Period or Extended Cure Period, as the case may be, Lender notifies Owner that Lender must foreclose on Project Company’s interest or otherwise take possession of Project Company’s interest under this Lease in order to cure the default or Breach, Owner will not terminate this Lease and will permit Lender a reasonable period of time necessary for Lender, with the exercise of due diligence, to foreclose or acquire Project Company’s interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Project Company. The time within which Lender must foreclose or acquire Project Company’s interest will be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition. If Lender or its assignee acquires title to or control of Project Company’s assets and cures all defaults or Breaches existing as of the date of such change in title or control within the time allowed, then this Lease shall continue in full force and effect.

(e) **Recognition of Lender as Successor.** The acquisition of all or any part of Project Company’s interests in the Lease by any Lender through foreclosure or other judicial or non-judicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, will not require the consent of Owner nor constitute a default or Breach of this Lease by Project Company. Upon the completion of the acquisition or conveyance, Owner will acknowledge and recognize Lender as Project Company’s proper successor under this Lease upon Lender’s cure of any existing Project Company defaults or Breaches and assumption of the obligations of Project Company under this Lease, prospectively.

(f) **New Lease.** In the event this Lease is rejected by a trustee or a debtor-in possession in any bankruptcy or insolvency proceeding, Owner agrees, upon request by any Lender within sixty (60) days after the rejection or termination, to execute and deliver to Project Company or Lender a new lease for the Premises which (i) will be effective as of the date of the rejection or termination of this Lease; (ii) will be for a term equal to the remainder of the Term before giving effect to such rejection or termination; and (iii) will contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Lease (except for any obligations or requirements which have been fulfilled by Project Company or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease, Project Company or Lender will (iv) pay Owner any amounts which are due Owner from Project Company; (v) pay Owner any and all amounts which would have been due under this

Lease but for the rejection or termination from the date of the rejection or termination to the date of the new lease; and (vi) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Project Company under this Lease to the extent Project Company failed to perform them prior to the execution and delivery of the new lease.

Section 7.2 Assignment of Project Company's Interest

Project Company and any successor or assign of Project Company will at all times have the right, with Owner's consent, not to be unreasonably withheld, to do any of the following, conditionally or unconditionally, with respect this Lease or to all or any portion of the Premises: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer this Lease to one or more third parties or to any affiliate of Project Company, or any right or interest in this Lease, or any or all right or interest of Project Company in the Premises or in any or all of the Solar Facilities that Project Company or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance will not be for a period beyond the Term; (ii) the assignee or transferee will be subject to all of the obligations, covenants and conditions applicable to the Project Company; and (iii) Project Company will not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Project Company assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Project Company will have no continuing liability.

Section 7.3 Continuing Nature of Obligations

(a) **Benefits are "In Gross"**. The Solar Easement and all other easements and related rights granted by Owner in this Lease to Project Company are easements "in gross," which means, among other things, that they are interests personal to and for the benefit of Project Company, its successors and assigns, as owner of the rights created by the Solar Easement and such other easements. The Access Easement, the Solar Easement and other rights granted Project Company by Owner in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the Solar Easement and, as between the Premises and other tracts of property on which Project Company may locate solar facilities, no tract is considered dominant or servient as to the other.

(b) **Burdens, Run With and Against the Land**. The burdens of the Solar Easement, the Access Easement and all other rights granted to Project Company in this Lease will run with and against the Premises and will be a charge and burden on the Premises and will be binding upon and against Owner, its personal representatives, heirs, successors, assigns, permittees, licensees, lessees, employees and agents. The Lease, the Access Easement and the Solar Easement will inure to the benefit of Project Company, its successors, assigns, permittees, licensees, and Project lessees.

ARTICLE VIII. Condemnation

Section 8.1 Effect of Condemnation

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

Section 8.2 Condemnation Proceeds

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

ARTICLE IX. Default/Termination

Section 9.1 Events of Default

Each of the following will constitute a "**Breach**" that will permit the non-defaulting Party to terminate this Lease or pursue other remedies available at law or equity:

(i) any failure by Project Company to pay any amounts due under Article III and pursuant to the Prompt Payment of Government of Local Government Bills, Minnesota Statutes, Section 471.425 ("Prompt Payment Act") if the failure to pay continues for thirty (30) days after written notice from Owner;

(ii) any other breach of this Lease by either Party which continues for thirty (30) days after written notice of default from the non-defaulting Party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as the defaulting Party is making diligent efforts to cure during that time.

Section 9.2 Surrender

Upon the termination or expiration of this Lease, Project Company will peaceably surrender the Premises to Owner and remove all Solar Facilities from the Premises at Project Company's expense within 12 months from the date the Lease expires or is terminated, whichever is earlier. For the period between the date of termination or expiration of this Lease and the date on which Project Company completes removal of the Solar Facilities as required under Section 4.4 of this Lease, Project Company will continue to pay Rent as defined in Exhibit D.

Section 9.3 Specific Performance

Owner acknowledges and agrees that should Owner breach any of its obligations hereunder or otherwise fail to permit Project Company to exercise any of the rights and privileges granted herein, damages may be difficult to calculate and money damages may not be sufficient

to compensate Project Company for such breach. Therefore, Owner agrees that Project Company will have the right to seek specific enforcement of this Lease provided, however, that the required elements for specific performance are proven by Project Company.

Section 9.4 Damages

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, NEITHER PARTY WILL BE ENTITLED TO, AND EACH OF OWNER AND PROJECT COMPANY HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS LEASE.

Section 9.5 Waiver of Jury Trial

EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO IN CONNECTION WITH OR ARISING OUT OF THIS LEASE OR SUCH AGREEMENTS. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

Section 9.6 Delinquent Payments

If Project Company fails to pay Owner any sum to be paid by Project Company hereunder within thirty (30) days after such payment is due, interest on the unpaid amount will accrue at a rate of ten percent (10%) per annum or the maximum rate allowed by law, whichever is less, from thirty (30) days after the date such payment was due until the date such payment is made.

ARTICLE X. Miscellaneous

Section 10.1 Notice

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

To Owner: Independent School District #256
2451 Eagle Ridge Drive
Red Wing, MN 55066
Superintendent: Karsten Anderson
(507) 385-4500
klanderson@rwps.org

To Project Company: MN CSG 2019-89 LLC
c/o Innovative Power Systems
2670 Patton Road
Roseville, MN 55113
(651) 789-5305

Section 10.2 Relationship of the Parties; No Third-Party Beneficiaries

The duties, obligations, and liabilities of each of the Parties are intended to be several and not joint or collective. This Lease will not be interpreted or construed to create an association, joint venture, fiduciary relationship, or partnership between the Parties, or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. The Parties will not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party. Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor will it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 10.3 Entire Agreement

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

Section 10.4 Governing Law; Dispute Resolution

This Lease is made in and will be governed by the laws of the State of Minnesota without regard to its conflict of laws principles, and the venue for any dispute will be Goodhue County, Minnesota. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either party will not be employed in the interpretation of this Lease. In interpreting this Lease, time is of the essence.

Section 10.5 Cooperation

Each of the Parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective Parties. If, at any

time during the Term, Project Company deems it to be necessary or desirable to meet legal or regulatory requirements, Project Company may request that Owner re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Owner will execute and enter into the new lease with Project Company or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Premises, this Lease will be amended to correct the inaccuracies or insufficiencies.

Section 10.6 Waiver

Neither Party will be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with respect to any rights arising in connection with this Lease will not be deemed a waiver with respect to any subsequent or other matter. In the event that Project Company makes any overpayments to Owner hereunder, Project Company will offset the amount of such overpayments to Owner against future payments due to Owner from Project Company hereunder.

Section 10.7 Force Majeure

Neither Owner nor Project Company will be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is prevented by a Force Majeure, which will mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided.

Section 10.8 Confidentiality

This Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (“MGDPA”). All data that either Party deems to be confidential or otherwise nonpublic must comply with the “trade secret” requirements of the MGDPA. Notwithstanding the foregoing, Owner may disclose data identified by Project Company as trade secret to Owner’s lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Owner regarding this Lease; any prospective purchaser of the Premises who has made a written offer to Owner to purchase or otherwise acquire the Premises that Owner desires to accept; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided Owner in making such disclosure advises the party receiving the information of the confidentiality of the information and obtains the written agreement of said party not to disclose the information, which agreement will run to the benefit of and be enforceable by Project Company and any assignee or transferee of Project Company. The provisions of this Section 10.8 will survive the termination or expiration of this Lease.

Section 10.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Project Company under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Project Company’s option, Owner and Project Company will amend this Lease or replace

it with a different instrument so as to convert Project Company's interest in the Premises to a substantially similar interest that makes Project Company eligible for such tax credit, benefit or incentive.

Section 10.10 Severability

Each provision hereof will be valid and will be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance will to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby.

Section 10.11 Counterparts

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

Section 10.12 Memorandum of Lease

Owner and Project Company will execute in recordable form and Project Company will then record a memorandum of this Lease in the form attached hereto as Exhibit C. Owner hereby consents to the recordation of the interest of an assignee in the Premises.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed
as of _____.
(date)

PROJECT COMPANY:

MN CSG 2019-89 LLC
a MN limited liability company

By: _____
Name: Jamie Borell
Title: Manager

OWNERS:

Independent School District #256

Signature: _____

Printed Name: _____

Title: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

Goodhue County Tax Parcel ID: 55.241.0410

Deeded Acres: 29.1 Parcel bounds shown below.

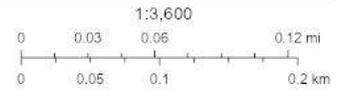
Legal Description: DOC#606626 OUTLOT H

ArcGIS WebMap



November 17, 2020

- Override 1
- ParcelsAGOLBasemap
- Township or Other Roads
- Township or Other Roads
- Township or Other Roads
- Major Roads 4,800
- State Highway



ArcGIS WebApp Builder

EXHIBIT A-1

DESCRIPTION OF PREMISES

Premises Area: approximately 10 acres as outlined below.



EXHIBIT B

ENCUMBRANCES AND OTHER MATTERS

- 1. Is Owner signing this Lease pursuant to a Power of Attorney? Is any Owner under Guardianship? If yes, please provide details.**
Name of Power of Attorney or Guardian: _____
Address/Phone No.: _____
- 2. Is the Premises being rented/used by a tenant, such as a crop tenant?**
Name of Tenant(s): _____
Address/Phone No.: _____
Type of Tenancy: _____
Term of Tenancy: _____
- 3. Is the Premises held pursuant to a life tenancy?**
Name of Life Tenant(s): _____
Address/Phone No.: _____
- 4. Is the Premises under contract for deed or installment sales contract (recorded or unrecorded)? _____**
Name of Contract Seller: _____
Address/Phone No.: _____
Name of Contract Buyer: _____
Address/Phone No.: _____
- 5. Is any interest in the Premises subject to probate? _____**
- 6. Are there any mortgages or other liens against the Premises?**
Name of Lender: _____
Address/Phone No.: _____
Loan Number: _____ Contact Person: _____
Approximate Balance Owed: _____ Payment Status: _____
Name of Lender: _____
Address/Phone No.: _____
Loan Number: _____ Contact Person: _____
Approximate Balance Owed: _____ Payment Status: _____
- 7. Is the Premises currently subject to any easements (recorded or unrecorded)?**
Name of Holder: _____
Address/Phone No.: _____
Type of Easement: _____
- 8. Is the Premises under any Options or Purchase Agreements (recorded or unrecorded)?**

-
9. **Is the Owner subject to any pending actions, such as judgments, tax liens, bankruptcies, divorces? If so, please describe.**
-
10. **Is there drain tile or center point irrigation system on the Premises? If so, please describe.**
-
11. **Does the Premises have any environmental problems? If yes, please describe.**
-
12. **Is the Premises in CRP or WRP Program? _____ If so, please describe.**
13. **Are there any Unpaid Taxes assessed against the Premises? _____**
14. **Is there hunting on the Premises? If so, please describe. _____**
15. **Does Owner own the mineral rights to the Premises (including oil and gas)? _____
If not, who is the owner of the mineral rights? _____**
16. **Is the Premises affected by any agreements relating to the mineral rights on the Premises (including oil and gas)? If so, please describe the agreements. _____**
17. **Is the Premises part of any conservation program, such as CRP or wetlands preservation? If so, please describe.**
18. **Is the Owner aware of any title issues or other encumbrances against the Premises? If so describe.**
-

EXHIBIT C

**FORM OF
MEMORANDUM OF LEASE
MEMORANDUM OF LAND LEASE
AND SOLAR EASEMENT**

This MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this ____ day of _____, 20__ by and between [PROPERTY OWNER(S)], single/married [circle one] ([collectively,] “**Owner**”), and _____, a [STATE] limited liability company, and its successors and assigns (“**Project Company**”).

RECITALS:

A. Owner and Project Company have entered into a certain Land Lease and Solar Easement dated _____, 20__ (“**Lease**”), whereby Owner has agreed to lease to Project Company certain real property, together with access easement rights and a Solar Easement across said real property in the County of [COUNTY], State of [STATE], and being more particularly described in Schedule A attached hereto and made a part hereof (“**Premises**”).

B. The Parties wish to give notice of the existence of such Lease.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. Owner and Project Company have entered into the Lease dated _____, 20__ (“**Effective Date**”), to lease and demise the Premises for solar energy purposes and to grant access and utility easements and Solar Easements. Pursuant to the Lease, Project Company has the exclusive right to use the Premises for solar energy purposes, together with certain related solar, access, utility and other easement rights, and other rights related to the Premises, all as more fully described in the Lease.

2. The initial term of the Lease commences on the Effective Date and expires on [DATE] (“**Development Period**”). The Operating Term of the Lease (“**Operating Term**”) is twenty-five years from the Operation Date unless sooner terminated in accordance with the terms of the Lease. In addition, Project Company has a right to extend the Operating Term for two (2) additional periods of five (5) years each upon written notice to Owner.

3. Owner will have no ownership or any other interest in any solar facilities installed on the Premises by Project Company and Project Company may remove any or all solar facilities at any time.

4. The Lease and the easement and rights granted Project Company therein will burden the Premises and will run with the land. The Lease will inure to the benefit of and be binding upon Owner and Project Company and, to the extent provided in any assignment or other transfer under the Lease, any assignee or Project Company, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the Parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants, and conditions of the Lease.

6. The terms and conditions of the Lease are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease and this Memorandum of Lease, the Lease will control. Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Lease.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

Schedule A

TO MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

Legal Description of Premises

| Payment | Description of Payment | Timing of Payment |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Development Period Rent | Upon execution of this Lease, Project Company shall pay to Owner the one-time sum of two hundred fifty dollars (\$250.00) (“ Development Period Rent ”), to be held by Owner as consideration for the Development Period. Should the Development Period not be satisfied, and this Lease is terminated, then Owner shall retain the Development Period Rent. If, however, through the actions or inactions of Owner, the Lease is terminated, then Owner shall promptly return the Development Period Rent to Project Company. | Project Company shall pay to Owner the Development Period Rent within fifteen (15) days of execution of this Lease. |
| Rent: Development Period Extension, Operating Term, and Operating Term Extension, Access, and Transmission Easements, | Project Company shall pay to Owner, on an annual basis, Rent in an amount of one thousand five hundred dollars (\$1,500.00) per acre of the Premises per year. Rent will escalate annually by 2% on each anniversary of the Operation Date. | Rent shall be due on or before January 1st of each calendar year of the Development Period Extension, Operating Term and Operating Term Extension. Any Rent payments for less than a full calendar year shall be prorated based on the actual number of days of the Operating Term or Renewal Term, as applicable, in such calendar year. |
| Construction Staging Area Rent | During the initial construction of the Project, Project Company shall pay to Owner “ Construction Staging Area Rent ” equal to five hundred dollars (\$500.00) per year for each acre that Project Company uses for temporary storage, lay down, staging and batch-plant areas (collectively, the “ Construction Staging Areas ”); provided, however, that Project Company shall not be required to pay Temporary Storage Rent for any Construction Staging Area used by Project Company for less than thirty (30) consecutive days. | The Construction Staging Area Rent shall be payable within sixty (60) days after commencement of construction of the Construction Staging Areas, as determined when earth-moving equipment breaks ground on the Construction Staging Areas. Any Construction Staging Area Rent for less than a full twelve-month period shall be prorated based on the actual number of days that Project Company used such Construction Staging Areas in the applicable period. |

EXHIBIT D

PAYMENT TERMS

EXHIBIT E

SITE RULES

Project Company will use commercially reasonable efforts to follow and to cause its personnel to follow the following rules while on the Premises. Owner may bar further access to the Premises by any individual who commits repeated, material violations of these rules after such individual has received at least three written warnings of a particular material violation from Owner describing, and including reasonable evidence documenting, such material violation. In addition, any individual violating rules (d)(i), (iv), or (vi) at least three times after receipt of a third written warning with documented evidence of such violation, will be immediately expelled from the Premises and will be banned from the Premises thereafter. The rules are as follows:

a. When not in active use by Project Company, all access gates, as well as all interior gates, will remain closed at all times.

b. Smoking is prohibited except in designated construction areas and in vehicles. Project Company will employ reasonable precautions to prevent fires and will be responsible for all damage caused by Project Company.

c. Project Company will keep the Premises clean and free of debris created by Project Company, its contractors, or others brought on to the Premises by Project Company. Project Company will not use the Premises for storage of items that are not related to, used or to be used in connection with, or for the benefit of all or a portion of the Project.

d. At no time will any of employees of Project Company bring any of the following onto the Premises:

- i. weapons of any type, including but not limited to, guns, bows and arrows, or sling shots;
- ii. animal calling devices;
- iii. fishing equipment or nets;
- iv. dogs, cats, or any other animals;
- v. alcoholic beverages;
- vi. illegal drugs or related paraphernalia.

e. Project Company, its employees, contractors, agents and any individual allowed onto the Premises by Project Company will use reasonable efforts to confine their activities on the Premises to the designated access routes and to the areas upon which operations are then being conducted.

f. No wood, plants, animals (dead or alive), antlers, artifacts or any other item that was not originally brought onto the Premises by Project Company personnel will be removed

from the Premises by such personnel, except that Project Company can burn, remove and clear wood, plants and brush on the Premises.

g. A speed limit of 25 miles per hour (15 miles per hour at night) will be strictly observed while using roads on the Premises.

h. This Agreement does not cover or include any right or privilege of hunting or fishing on the Premises, all such rights being expressly reserved to Owner.

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