

**LEASE AND EASEMENT AGREEMENT
FOR SOLAR ENERGY SYSTEM**

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This Lease and Easement Agreement for Solar Energy System (this “**Lease**”) is entered into to be effective as of the date fully executed by all parties hereto (“**Effective Date**”) by and between [REDACTED] (“**Lessor**”) and SE Municipal Solar, LLC, a Nebraska limited liability company (“**Lessee**”). Lessee and Lessor are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

BACKGROUND

- A. Lessor is the owner of fee title to that real property located in [REDACTED] County, Nebraska, described and identified in Exhibit “1” attached hereto and incorporated herein by this reference (“**Leased Premises**”).
- B. Lessee desires to lease the Leased Premises for the location and operations of solar energy generation and transmission and related facilities thereon (“**Solar Operations**”) and Lessor desires to lease the Leased Premises to Lessee for that use.
- C. Lessor further desires to grant Lessee, and Lessee desires to accept from Lessor, various easements over, under and across the Leased Premises in relation to the Solar Operations.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Grant of Lease.** Lessor does hereby grant to Lessee, and Lessee does hereby accept, a lease for exclusive use by Lessee of the Leased Premises, on the terms and conditions hereinafter set forth.

2. **Use of Leased Premises by Lessee.**

2.1 **Permitted Uses.** This Lease is for use of the Leased Premises for solar energy collection and conversion, for generation and transmission of electric power and for all related and incidental purposes and activities (collectively, “**Operations**”), in accordance with all of the terms of this Lease, with Lessee deriving all profit therefrom, and including, without limitation:

(a) conducting studies of solar radiation, solar energy, soils, and other meteorological and geotechnical data;

(b) constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and maintaining, using, monitoring and operating, existing, additional or new (i) individual units or arrays of solar energy collection cells, panels, mirrors, lenses and related facilities necessary to harness sunlight for photovoltaic electric energy generation, including without limitation, existing and/or future technologies used or useful in connection with photovoltaic energy conversion and generation of electricity from sunlight, and associated support structure, braces, wiring, plumbing, and related equipment (“**Solar Energy Facilities**”), (ii) electrical transmission and distribution

facilities, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, towers, poles, cross-arms, guy lines, anchors, cabling and wires, (iii) overhead and underground control, communications and radio relay systems, (iv) interconnection and/or switching facilities and electric transformers and transformer pads, (v) energy storage facilities, (vi) meteorological towers and solar energy measurement equipment, (vii) control buildings, control boxes and computer monitoring hardware, (viii) utility installation, (ix) safety protection facilities, (x) maintenance yards, (xi) roads and erosion control facilities, (xii) signs and fences, and (xiii) other improvements, fixtures, facilities, machinery and equipment associated or connected with the generation, conversion, storage, switching, metering, step-up, step-down, transmission, distribution, conducting, wheeling, sale or other use or conveyance of electricity generated on the Leased Premises or on adjacent property (all of the foregoing, including the Solar Energy Facilities, collectively the “**Improvements**”);

(c) subject to Section 3.1 and Section 20.2 herein, removing, trimming, pruning, topping or otherwise controlling the growth of any tree, shrub, plant or other vegetation; dismantling, demolishing, and removing any improvement, structure, embankment, impediment, berm, wall, fence or other object constructed subsequent to the Effective Date of this Lease, on or that intrudes (or upon maturity could intrude) into the Leased Premises that could obstruct, interfere with or impair the Improvements or the use of the Leased Premises intended by Lessee hereunder; and excavating, grading, leveling and otherwise modifying the land; and undertaking any other lawful activities, whether accomplished by Lessee or a third party authorized by Lessee, that are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes.

2.2 Additional Uses. The Parties acknowledge and agree:

(a) that solar energy technologies are improving at a rapid rate and that it is probable that Lessee may (although Lessee shall not be required to) replace from time to time existing Solar Energy Facilities on the Leased Premises, entirely or in part, with newer model or design Solar Energy Facilities, in Lessee’s sole discretion and at Lessee’s sole cost and expense.

(b) Lessor acknowledges and agrees that it is solely responsible for maintaining or transferring certified groundwater irrigated acres, if any are allocated to the Leased Premises by the Natural Resources District with jurisdiction over the Leased Premises, during the Term of this Agreement. Lessee shall cooperate with Lessor's efforts to maintain such acres, or to accomplish such transfer during the Term, including signing and returning any documents reasonably necessary to facilitate such maintenance or transfer. Lessor shall hold Lessee harmless from any failure to maintain or transfer certified groundwater irrigated acres on the Leased Premises, providing Lessee has cooperated as set forth in this paragraph.

2.3 Exclusive Use. Lessee shall have the sole and exclusive right to collect and convert all of the solar resources of, and to conduct Operations on, the Leased Premises. Lessor shall not grant any rights in the Leased Premises purporting to permit others to conduct Operations or any activity or use that may interfere with the Lessee's Operations on the Leased Premises in derogation of Lessee’s sole and exclusive rights on the Leased Premises.

2.4 Operations Date. Lessee intends to install Solar Power Facilities on the Leased Premises consisting of such facilities, equipment and related improvements permitted under this Lease. The precise location on the Leased Premises and timing of such installation shall be determined by Lessee. The date of commencement of Operations as measured by the date the Project is interconnected to the electric utility grid at its fully rated capacity and transmits energy to the grid for commercial sale (not including test energy) shall be referred to herein as the “**Operations Date.**”

2.5 Lessor's Access. If Lessee's Operations result in the complete inability of Lessor to access (from any existing public right-of-way or private roadway to which Lessor has legal access) a part of the Leased Premises or land owned by Lessor adjacent to the Leased Premises, Lessee shall, at its sole cost and expense, provide Lessor reasonable access to such land in a timely manner. Lessee and Lessor agree to cooperate with each other in good faith to establish the location of any such replacement access roads, and under no circumstance shall the replacement access roads diminish or interfere with Lessee's rights under this Lease.

3. Grant of Easements. Lessor grants to Lessee, and Lessee accepts from Lessor, for the Term referenced in Section 4, the following easements over and across the Leased Premises in accordance with the terms and conditions of this Lease. The following easements are for the benefit of Lessee and Lessee's agents, contractors, employees and assigns; are located on the Leased Premises; and are collectively referred to as the "**Easements**".

3.1 Sun Non-Obstruction Easement. Lessor grants Lessee an irrevocable, exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Leased Premises. Lessor shall not engage in any activity on the Leased Premises or any other neighboring property owned by Lessor that interferes with the sunlight direction over any portion of Leased Premises; cause a decrease in the output or efficiency of any Solar Energy Facilities; or otherwise materially interfere with Lessee's operation of the Project or exercise of any rights granted in this Lease (collectively "**Interference**"). Normal farm operations on neighboring properties that do not obstruct sunlight on a continuous basis shall not constitute Interference. Existing man-made improvements on the Leased Premises or on neighboring or adjoining properties owned by Lessor have been reviewed by Lessee prior to the Effective Date and the Parties agree that such improvements do not constitute Interference. Lessor retains the right to remove and replace any of such improvements if the replacement does not change the obstruction of sunlight caused by the existing improvements.

3.2 Effects Easement. Lessor grants to Lessee an easement over the Leased Premises for visual, view, light, flicker, noise, shadow, vibration, electromagnetic, electrical and radio frequency interference, and any other effects attributable to the Project located on the Leased Premises.

3.3 Access Easement. Lessor grants to Lessee an easement for ingress to and egress from the Solar Energy Facilities over, under, and along the Leased Premises by means of any existing roads and lanes thereon, and by such other route or routes as Lessee may construct on the Leased Premises from time to time, for the benefit of and for purposes incidental to Operations on the Leased Premises and to the Improvements and/or to any other projects owned or operated by Lessee or an affiliate of Lessee.

3.4 Transmission Easement. Subject to Lessee's compliance with all zoning and permitting requirements, Lessor grants Lessee an easement for the right to (i) install and maintain on the Leased Premises transmission lines and facilities, both overhead and underground, which carry electricity to and/or from lands other than the Leased Premises, and (ii) install and maintain on the Leased Premises communication lines and facilities, both overhead and underground, which carry communications to and/or from lands other than the Leased Premises.

The Improvements and Lessee's uses of the Leased Premises permitted under Section 2 and Section 3 of this Lease are hereinafter sometimes referred to as the "Project."

4. Lease and Easement Term.

4.1 Development Term. The initial period of this Lease, during which Lessee shall conduct development and construction activities shall commence on the Effective Date and shall continue until the "Commercial Operations Date", as defined under the power purchase agreement (the "PPA") entered into between Lessor and Lessee, such term and related provisions of the PPA being incorporated herein by this reference, unless sooner terminated in accordance with the provisions hereof, and subject to extension based on Force Majeure ("Development Term"). For purposes of this Lease, "Force Majeure" means: fire, earthquake, flood, tornado or other acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency that goes into effect after the Effective Date and materially alters the Operations, or any other act or condition beyond the reasonable control of a Party.

4.2 Operations Term. The second period of this Lease, if any, during which Lessee may complete development and shall conduct Solar Operations, shall commence upon the expiration of the Development Term and shall continue for a period of twenty five (25) years ("Operations Term") unless sooner terminated or extended in accordance with the provisions hereof. Lessee shall have the exclusive right to extend the Operations Term of this Lease for two (2) consecutive terms of five (5) years each in accordance with the terms and provisions of this Lease (singularly, the "Extended Operations Term" and collectively, the "Extended Operations Terms") by providing written notice to Lessor of Lessee's intent to extend the Operations Term at least one hundred eighty (180) days prior to the end of the initial Operations Term; provided that Lessee shall only have the right to extend the Operations Term, as provided above, if the Improvements remain operational with respect to photovoltaic energy conversion and generation of electricity from sunlight, at the time of such election(s). Each Extended Operations Term shall begin on the expiration date of the initial Operations Term or previous Extended Operations Term, as the case may be. The Development Term, the Operations Term, and the Extended Operations Terms (if applicable) are collectively referred to herein as the "Term". Each one year period commencing on the Effective Date (hereinafter defined) and on each anniversary of the Effective Date during the Term shall be referred to herein as a "Lease Year".

4.3 Limitations on Term. Notwithstanding anything to the contrary in this Lease, in the event the PPA is terminated due solely to Lessee's uncured and uncontested default thereunder, the Term of this Lease shall end automatically on the date of the PPA's termination. Further, notwithstanding anything to the contrary in the Lease, in no event shall the Term of this Lease be longer than the longest period permitted by applicable law; accordingly, Lessor and Lessee agree that with respect to the time

limitations set forth in Nebraska Revised Statute section 66-912.01, the length of the Development Term, the Operations Term, and the Extended Operations Terms shall each be treated and measured independent of each other; it being the intent of the Parties that the Development Term, the Operations Term, and the Extended Operations Terms are in compliance with the prescribed statutory time limitations for a "solar agreement" as set forth in section 66-912.01.

5. **Ownership and Operation of the Improvements.**

5.1 **Title.** Title to the Improvements has been and is reserved to Lessee and remains the sole property of Lessee. Lessee may add or remove all or any portion of the Improvements at any time during the Term, irrespective of the manner or method of attachment of the same to the Leased Premises, provided same is accomplished in accordance with applicable laws. During the Term, Lessor shall have no ownership or other interest in any component of the Improvements or any tax credits attributable to the Improvements or the electric energy, capacity or other generator-based products produced therefrom, whether in effect as of the Effective Date or as may come into effect in the future. For the avoidance of doubt, Lessee's right to benefit from any such tax credit relating to Lessee's Improvements, existing or in the future, shall be superior to Lessor's. If, under future laws, Lessee or any other holder of a leasehold interest in this Lease becomes ineligible for any tax credits resulting from the operation of the Improvements or the solar energy generated therefrom, Lessor shall use commercially reasonable efforts to assist Lessee in the amendment of this Lease or replacement of this Lease with a different instrument acceptable to Lessor, in Lessor's commercially reasonable discretion (which discretion shall include but not be limited to Lessor's ability to obtain the approval of any lender of Lessor with a security interest in the Leased Premises), so as to convert Lessee's interest in the Leased Premises to a substantially similar interest that makes Lessee or any other holder of a leasehold interest in this Lease eligible for such tax credits; *provided, however*, that such Lease amendment or replacement instrument does not: (a) directly or indirectly increase Lessor's obligations identified in this Lease; (b) decrease the value of the Leased Premises; (c) decrease Lessor's rights under this Lease; (d) limit Lessor's ability to obtain financing in the future for the Leased Premises upon terms that are reasonably acceptable to Lessor; (e) increase the amount of Lessor's real property taxes; (f) otherwise decrease the value of the benefits received by Lessor under this Lease; and/or (g) decrease the value of Lessor's reversionary interest in the Leased Premises following the expiration of the Term, as amended, or at the end of the term of the replacement instrument. Lessee shall reimburse Lessor for all reasonable and documented out-of-pocket expenses up to Fifteen Hundred Dollars (\$1,500.00) incurred by Lessor in assisting Lessee in obtaining the Lease amendment or replacement instrument, including, but not limited to, attorneys' fees. For purposes of this Section 5.1 only, the term "Lessee" shall include all direct and indirect owners and affiliates of Lessee. Notwithstanding the terms of this Section 5.1, the Parties acknowledge that Lessor may be entitled to certain other interests and attributes of the Project, as may be set forth in the PPA, or such other agreements concerning the Project (the PPA and such other agreements collectively being referred to herein as the "**Project Agreements**"), entered into between Lessor and Lessee. In accordance therewith, this Section 5.1 shall not be construed to prohibit, limit, cancel or reduce Lessor's rights and entitlements under the Project Agreements; provided the same does not conflict with or diminish Lessee's rights as to the ownership of the Improvements and tax credits under this Section 5.1, unless agreed to by Lessee in writing.

5.2 **Operation of Improvements.** The manner of operation of the Improvements, including, but not limited to, decisions on when to conduct maintenance, is within the sole discretion of

Lessee. Notwithstanding the foregoing, Lessee at all times and at its sole cost and expense shall ensure that the Leased Premises and the Improvements are maintained and operated in accordance with prudent industry practices in place from time to time and in compliance with all applicable laws, governmental authorities, insurance underwriters, mortgages, deeds of trust, and covenants, conditions, and restrictions pertaining to the Leased Premises and the Improvements. During the construction and operation of the Improvements, Lessee shall take reasonably prudent measures to control and mitigate soil erosion on the Leased Premises.

6. **Permits and Governmental Approvals.** Lessee shall be responsible for obtaining at its sole cost and expense from any governmental agency or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights that are necessary in connection with the Project or the Operations; and Lessor shall, upon Lessee's request, execute, and, if appropriate, cause to be acknowledged and recorded, any application, document or instrument (including any variance, encroachment agreement or setback waiver) that is reasonably requested by Lessee in connection therewith. Such documents shall be in the form required by state or local government(s). Lessor shall cooperate with Lessee as necessary to obtain any governmental approvals related to use of Leased Premises for the purposes stated in this Lease at no cost or expense to Lessor. Lessee shall reimburse Lessor for its out-of-pocket expenses incurred in connection with such cooperation within ten (10) days after Lessee's receipt of a written request for such payment.

7. **No Rent.** Except as otherwise explicitly set forth in this Lease, Lessee shall have no obligations with respect to the payment of rent or other amounts to Lessor in exchange for Lessee's use and/or occupancy of the Leased Premises as provided under this Lease. The Parties acknowledge and agree that this Lease is entered into in consideration of the benefits to the Parties derived from the Project, as more specifically set forth in the PPA, the receipt and sufficiency of which is hereby acknowledged by the Parties.

8. **Payment of Taxes.** Lessee shall pay any and all general real property taxes or personal property taxes levied on the Leased Premises and the Improvements that are directly attributable to the Operations and any solar energy conversion equipment installed by Lessee on the Leased Premises, including any increases in the ad valorem property taxes levied against the Leased Premises that are assessed for the period from and after the Effective Date until the end of the Term hereof and are directly attributable to Improvements installed by Lessor and the change in Property's use prior to the Effective Date; provided, however, such obligation shall not include any recaptured taxes attributable to any period prior to the Effective Date or any interest or penalties thereon ("**Lessee's Taxes**"). Such Lessee's Taxes shall include any increase in taxes (or decrease in state property tax credits) due to: (i) a change in zoning classification of the Leased Premises or any other portion of the Lessor's real estate as a result of the Lessee's operations; and (ii) a change in the classification of the Leased Premises or any other portion of the Lessor's real estate as agricultural or horticultural land for state property tax purposes. Lessee's responsibility for payment of taxes shall apply even if the Improvements, or a portion thereof, become subject to a nameplate capacity tax pursuant to Nebraska Revised Statute section 77-6203, as amended. Lessee shall have the right, at its sole expense, to appeal or contest any such increase it could be responsible to pay under this Lease and to compromise and settle the same, and Lessor shall execute such petitions and agreements and otherwise cooperate with Lessee to the extent reasonably necessary for Lessor to do so. Lessor shall deliver to Lessee copies of all real property tax bills within thirty (30) days after receipt of the

bill by Lessor from the taxing authority and Lessee shall pay Lessee's Taxes on or before the date payment is delinquent. Lessee shall be responsible for any penalties and/or interest that may be due on the Lessee's Taxes as a result of the failure of Lessee to timely make such payments. If the Leased Premises is currently eligible, or becomes eligible, for an exemption from property taxes under applicable law, Lessor agrees that it will take such actions necessary to maintain, renew or obtain such exempt status.

9. **Utilities.** Lessee shall be solely responsible for obtaining and paying for all utilities needed or used by Lessee on the Leased Premises, including any costs associated with establishing utility service. Lessor will not be liable for damages for any interruption in the availability of any utility or service. Such unavailability will not constitute an eviction or a disturbance of Lessee's use and possession of the Leased Premises or relieve Lessee from performing any of Lessee's obligations under this Lease. Lessor shall use commercially reasonable efforts to cooperate with Lessee in Lessee's efforts to obtain utility service to and from the Leased Premises.

10. **Liens.** Lessor and Lessee shall keep the other's interest in the Leased Premises free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies and equipment furnished in connection with Lessor's or Lessee's (as applicable) ownership or use of the Leased Premises, subject to Lessor's and Lessee's (as applicable) right to contest such liens and claims. If Lessor or Lessee (as applicable) wishes to contest any such liens or claims, such Party shall, within forty-five (45) days after it receives notice of such lien or claim, provide a bond or other security as the other Party may reasonably request, or remove any such liens from the Leased Premises pursuant to applicable law.

11. **Maintenance of Leased Premises; Liability Waiver.**

11.1 **Maintenance.** Throughout the term of this Lease, Lessee shall, at Lessee's sole cost and expense, maintain the Improvements and all of the Leased Premises in good and clean condition and in accordance with all applicable laws, rules, ordinances, orders, and regulations of all governmental agencies. Lessee shall not unreasonably clutter the Leased Premises and shall collect and dispose of any and all of Lessee's refuse and trash. If Lessor or Lessee discovers noxious weeds on the Leased Premises during the Term or receives notice by the [REDACTED] County Weed Authority that noxious weeds are present on the Leased Premises, Lessee will undertake all reasonable measures to control such weeds and comply with all directives of the [REDACTED] County Weed Authority.

11.2 **Failure to Comply.** If Lessee fails to comply with any obligation of Lessee under this Section 11, after Lessor has given Lessee at least forty-five (45) days prior written notice of such failure (except in event of emergency need for immediate action), Lessor shall have the right but not the obligation to take such measures to correct the noticed failure as Lessor deems necessary, in its reasonable discretion, and charge the reasonable cost and expense thereof to Lessee within forty-five (45) days.

12. **Security; Lessor's Access.** All security measures reasonably necessary to protect against damage or destruction of Lessee's Improvements, or injury or damage to persons or property on the Leased Premises, or the Operations, shall be provided by Lessee on the Leased Premises, including, if reasonably necessary, warning signs, closed and locked gates, and other measures appropriate and reasonable. Lessor may access any part of the Leased Premises that is within Lessee's secured areas for the purpose of inspection of activities thereon upon twenty-four (24) hours' notice to Lessee, except in case of emergency,

when no advance notice shall be required, provided that such access shall comply with Lessee's safety requirements and shall not in any manner interfere with Lessee's Operations nor violate applicable laws or governmental regulations.

13. **Insurance.** At all times during which Lessee is conducting any activities on the Leased Premises, and at all times during the Term of this Lease, Lessee shall, at its own cost and expense, obtain and maintain in effect coverage limits attributable to the Leased Premises under (a) commercial general liability insurance, with bodily injury and property damage coverage of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, (b) workers' compensation / employers' liability insurance in the amount required by Nebraska law and (c) automobile liability insurance of at least Five Hundred Thousand Dollars (\$500,000) per accident, and upon written request from Lessor to Lessee, Lessor shall be provided with additional insured status on all policies of such insurance. Lessee shall provide to Lessor a certificate evidencing such coverage. The foregoing requirements may be satisfied by combination of general liability and umbrella/excess liability policies. The insurance provided by Lessee shall be primary and non-contributing for Lessee's activities on the Leased Premises with respect to Lessor's insurance.

14. **Lessor's Representations, Warranties and Covenants.** In addition to all other representations, warranties or covenants set forth in this Lease, express or implied, Lessor hereby represents, warrants and covenants to Lessee as follows:

14.1 **Lessor's Authority.** Lessor is the sole owner of the Leased Premises and has the unrestricted right and authority to execute this Lease and to grant to Lessee the rights granted hereunder. Each person signing this Lease on behalf of Lessor is authorized to do so, and all persons having any ownership or possessory interest in the Leased Premises are signing this Lease as Lessor. When signed, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. No consent or other approval, authorization or action by, or filing with, any person is required to be made or obtained by such party for Lessor's lawful execution, delivery and performance of this Lease.

14.2 **Liens and Tenants.** To the best of Lessor's actual knowledge, there are no liens, encumbrances, leases, fractional interests, mineral rights or oil and gas rights, or other exceptions to Lessor's fee title ownership of the Leased Premises or otherwise burdening the surface estate of Lessor in the Leased Premises which would prevent or inhibit Lessee's use and occupancy of the Leased Premises as contemplated under this Lease. Lessor has not received any notice (orally or in writing) from any third-party of any adverse claim or encumbrance burdening the Leased Premises. There are no tenants on the Leased Premises or leases encumbering the Leased Premises as of the Effective Date. If applicable, Lessor will cause Lessor's tenant(s) under such leases to vacate the Leased Premises as of the Effective Date to allow for Lessee's exclusive use and quiet enjoyment thereof, without liability to Lessee.

14.3 **No Interference.** On or after the Effective Date, Lessor shall not grant any rights to any person or entity, which would, currently or in the future, impede or interfere with: (a) Lessee's surface access to the Project and the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Project; (b) the flow of solar radiation, or direction of exposure to the sun over the Leased Premises; or (c) the undertaking of any other activities of Lessee permitted under this

Lease. Provided, however, the foregoing provision shall not apply to any utility easement that Lessor is required to execute pursuant to applicable law.

14.4 Title Review and Cooperation. Lessor, at no cost to Lessor, shall cooperate with Lessee to obtain non-disturbance, subordination and other title curative agreements as reasonably requested by Lessee from any person with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Leased Premises to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Lessee under this Lease. Lessor shall also provide Lessee with any further assurances and shall execute any truthfully accurate estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or otherwise reasonably requested by Lessee.

14.5 Requirements of Governmental Agencies/Lenders. During the Term, Lessor, at no cost to Lessor, shall use commercially reasonable efforts to cooperate with Lessee in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Lessee in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Improvements, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Lessee shall reimburse Lessor for its actual, reasonable out of pocket expenses incurred in connection with such cooperation.

14.6 Hazardous Materials. To the best of Lessor's actual knowledge, Lessor is in material compliance with all environmental laws as the same are applicable to the Leased Premises, and is not subject to any environmental proceedings with respect to the Leased Premises, nor is there any environmental proceeding with respect to the Leased Premises to which any other person is subject. Lessor has not received any written notice of any violation, and to the actual knowledge of Lessor, no other person has received any written notice of any violation, that, as of the date hereof, remains uncured, and no writs, injunctions, decrees, orders or judgments outstanding, no suits, claims, actions, proceedings or investigations have been instituted or filed, and none are pending or, to the knowledge of Lessor, threatened, under any environmental laws with respect to the ownership, use or occupation of the Leased Premises. "**Hazardous Materials**" shall mean 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; provided, however, that normal agricultural use of agricultural pesticides and other chemicals commonly used on crops in conformance with generally accepted agricultural practices shall not be included as a Hazardous Material for purposes of this Lease. As of the Effective Date, to the best of Lessor's knowledge: (a) no Hazardous Materials have ever been produced on the Leased Premises or disposed of thereon or therein, (b) no release has occurred on the Leased Premises, and (c) no Hazardous Materials have migrated to the Leased Premises. Lessor shall not violate, and shall indemnify Lessee for, from and against any violation (past, present or future) by Lessor or Lessor's Agents (hereinafter defined), or by Lessor's predecessors-in-interest and known by Lessor as of the Effective Date, of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials which were or are introduced, released, or brought onto the Leased Premises by Lessor, Lessor's Agents or Lessor's predecessors-in-interest.

15. **Lessee's Representations, Warranties and Covenants.** In addition to all other representations, warranties or covenants set forth in this Lease, express or implied, Lessee hereby represents, warrants and covenants to Lessor as follows:

15.1 **Lessee's Authority.** Lessee is a Nebraska limited liability company, is not in violation of any provisions of its Articles of Organization or operating agreement(s), is authorized and financially capable to enter into and perform its obligations under this Lease and, to the best of the knowledge of Lessee, is not in violation of the laws of the State of Nebraska. Each person signing this Lease on behalf of Lessee is authorized to do so. When signed, this Lease constitutes a valid and binding agreement enforceable against Lessee in accordance with its terms. No consent or other approval, authorization or action by, or filing with, any person is required to be made or obtained by such party for Lessee's lawful execution, delivery and performance of this Lease.

15.2 **Mechanic's Liens.** Lessee shall at all times keep and maintain the Leased Premises free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for the benefit of Lessee in connection with the Leased Premises. The interest of Lessor in the Leased Premises shall not be subject to liens for improvements made by or on behalf of Lessee, and nothing contained in this Lease shall be construed as a consent on the part of Lessor to subject Lessor's estate in the Leased Premises to any lien or liability under applicable law. Lessee will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work by Lessee on the Leased Premises and will hold Lessor harmless from all losses, costs, or expenses based on or arising out of asserted claims or liens with respect to such work against the leasehold estate or against the interest of Lessor in the Leased Premises or under this Lease. Lessee will give Lessor immediate notice of any lien or encumbrance against the Leased Premises as a result of work by Lessee and cause such lien or encumbrance to be discharged within thirty (30) days of the filing or recording thereof; provided Lessee may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Lessee causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Lessor within such thirty (30)-day period.

16. **Indemnity.**

16.1 **Indemnity by Lessee.** Lessee shall defend, indemnify and hold Lessor, and Lessor's elected and appointed officials, employees, agents, contractors, tenants, heirs and successors harmless from and against all Defaults (subject to applicable cure periods) and all actions, claims, demands, losses, expenses, (including attorney fees), liabilities and claims of liability, for damage to property or injury to persons resulting from the Operations or the Project or any actions, inaction or activities of Lessee, its agents, contractors, employees, guests, invitees, licensees and permittees (collectively, "**Lessee's Agents**") on or about the Leased Premises, except to the extent that such liability or loss is due to the negligence or willful misconduct of Lessor or its agents, employees, contractors, guests, invitees, licensees and permittees (collectively, "**Lessor's Agents**").

16.2 **Indemnity by Lessor.** To the extent allowed by law, Lessor shall defend, indemnify and hold Lessee, and Lessee's directors, officers, members, shareholders, partners, tenants, heirs and successors harmless from and against all Defaults (subject to applicable cure periods) and all liability and claims of liability, for damage to property or injury to persons resulting from actions or activities of

Lessor's Agents on the Leased Premises, except to the extent that such liability or loss is due to the negligence or willful misconduct of Lessee or Lessee's Agents.

16.3 Hazardous Materials. Lessee shall not violate, and shall indemnify Lessor against, any claims, costs, damages, fees or penalties arising from a violation by Lessee or Lessee's Agents of any federal, state or local law, ordinance, order, or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials, on or under the Leased Premises, except for any such violation in existence on or under the Leased Premises as of the Effective Date of this Lease.

16.4 Survival of Provision. The obligations of the Parties under this Section 16 shall survive the expiration or earlier termination of this Lease.

17. Assignment; Right to Mortgage and Assign.

17.1 Terms. As used in this Lease, the term "Sublessee" means any person that receives an interest from Lessee of less than all of the right, title or interest under this Lease and the term "Sublease" means the grant or assignment of such rights from Lessee to a Sublessee.

17.2 Encumbrances, Security Interests, and Mortgages.

(a) Lessee or a Sublessee may, without Lessor's consent, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Lease, the leasehold estate and/or easement estate(s) created by this Lease (collectively, the "Leasehold Estate"), any Sublease, and the Project (collectively, the "Solar Assets") in connection with the financing of all or any portion of the Project, which security interests (including any deeds of trusts) in all or a part of the Solar Assets are collectively referred to in this Lease as "Mortgages" and the holders of the Mortgages, their designees and assigns are each referred to in this Lease as a "Mortgagee". Under no circumstances shall any Mortgagee or Sublessee have any greater rights of ownership or use of the Leasehold Estate than the rights granted to Lessee in this Lease, and under no circumstance shall any Mortgagee or Sublessee have any greater rights or lesser responsibilities than Lessee under the terms of this Lease. Notwithstanding anything in this Lease to the contrary any Sublessee shall be bound by the terms of this Lease to the extent of such Sublessee's interest in and to the Leased Premises or Solar Assets. Lessor shall provide Lessee with written notice of any Mortgage(s) within ninety (90) days after such Mortgage(s) becomes legally binding.

(b) Subject to Section 14.4 of this Lease, Lessor may, upon prior written notice from Lessor to Lessee, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Leased Premises so long as such conveyances do not interfere with Lessee's rights and interests under this Lease. Notwithstanding the foregoing, Lessor may sell, devise or otherwise transfer fee title to the Leased Premises without Lessee's consent so long as any subsequent owner is bound by the terms of this Lease and so long as such conveyances do not interfere with Lessee's rights and interests under this Lease.

17.3 Assignments. Without the prior written consent of Lessor, Lessee and each Sublessee shall also have the right to sell, convey, transfer, lease, or assign its interest in this Lease or

Sublease, as the case may be, or any portion thereof, and all or any portion of the Solar Assets on either an exclusive or non-exclusive basis, or to apportion, grant sub-easements, co-easements, separate easements, leases, subleases, co-leases, co-tenancy rights, licenses or similar rights, however denominated (collectively, "**Assignments**") to any third party; provided that the assignee assumes all duties and obligations of Lessee under this Lease. The terms of such Assignment(s) shall not expand, or alter in any way, the rights and obligations of the Parties under this Lease. Upon the effective date of any Assignment under which all of the interest of Lessee or any Sublessee (or the interest of their respective successors or assigns) in the Solar Assets is assigned, Lessee or Sublessee, as the case may be, shall be released from any liability under this Lease or Sublease, as applicable, accruing on or after the effective date of the Assignment, provided that the assignee assumes in writing the obligations of the assigning party. Notwithstanding the foregoing, in the event of any Assignment under which less than all of the interest of Lessee or any Sublessee (or the interest of their respective successors or assigns) in the Solar Assets is assigned, Lessee or Sublessee, as the case may be, shall not be relieved of its obligations under the Lease or Sublease, as applicable, and Lessee or Sublessee shall continue to be primarily liable to the same extent as though no Assignment has been made, unless otherwise agreed to in writing by Lessor. Lessee shall provide written notice to Lessor of any Assignment(s) within ninety (90) days after such Assignment(s) becomes legally binding; provided, however, that failure to give such notice shall not constitute a default under this Lease, but rather shall only have the effect of: (a) not binding Lessor with respect to such Assignment(s) until such notice is given, and (b) not releasing the assignor from liability under this Lease until such notice is given. Any member of Lessee or a Sublessee shall have the right from time to time without Lessor's consent to transfer any partnership, membership or other ownership interest in Lessee or a Sublessee to one or more persons or entities.

18. **Default.** Each of the following events shall constitute an event of default ("**Default**") by the Parties and shall permit the non-defaulting Party to terminate this Agreement and pursue all other appropriate remedies.

(a) The failure or omission by Lessee to pay any amount required to be paid hereunder when due, and such failure or omission has continued for thirty (30) days after the date Lessee receives written notice from Lessor of such failure or omission to pay;

(b) The failure or omission by any Party to observe, keep, or perform any of the other terms, agreements, or conditions set forth in this Agreement (except payment obligations), and such failure or omission has continued for thirty (30) days (or such longer period required to cure such failure or omission, not to exceed ninety (90) days, if such failure or omission cannot reasonably be cured within such thirty (30)-day period) after written notice from the other Party; or

(c) A Party files for protection or liquidation under the bankruptcy laws of the United States or any other jurisdiction or has an involuntary petition in bankruptcy or a request for the appointment of a receiver filed against it and such involuntary petition or request is not dismissed within thirty (30) days after filing.

In the event of any Default, the non-defaulting Party shall give written notice thereof to the alleged defaulting Party and any Mortgagee that has, in writing to the noticing Party, requested Default notice copies, which notice shall include the acts required to cure the same with reasonable specificity. Delinquent

payments shall bear interest from their respective due dates until paid at the rate of eight percent (8%) per annum. Any prohibited conduct under this Lease may be enjoined and this Lease shall be specifically enforceable. Subject to the other terms and conditions of this Lease, each Party shall have all rights and remedies available at law and in equity for any Default by the other Party. The obligations of the Parties under this Section 18 shall survive the expiration or earlier termination of this Lease.

19. **Termination by Lessee.** Provided Lessee is not in default under any term of this Lease, Lessee, at its option, shall have the right to terminate this Lease at any time during the Term of the Lease, as to all or any part of the Leased Premises. Termination shall be effective on the date when Lessee has fulfilled its obligations under Section 20 of this Lease. If Lessee's notice is a full termination of all the Leased Premises, the Parties shall be relieved of all further duties and obligations under this Lease, other than (i) the payment of any accrued and unpaid obligations or liabilities owed by either Party as of the date of termination; (ii) the removal of the Improvements by Lessee pursuant to Section 20.2; and (iii) any other obligations and liabilities that are expressly stated in this Lease to survive such termination. Upon any such partial termination by Lessee, the Parties shall be relieved of all further duties and obligations under this Lease with respect to the portion thereof 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 Lease. The Parties agree to execute an amendment to this Lease evidencing such partial termination at the sole cost and expense of the Lessee and the Lessor shall be reimbursed for its reasonable and documented out-of-pocket costs up to Fifteen Hundred Dollars (\$1,500.00), including, but not limited to attorneys' fees, incurred as a direct result of obtaining such amendment.

20. **Surrender and Restoration.**

20.1 **Surrender.** Upon any termination, surrender, or expiration of this Lease, Lessee shall remove all of Lessee's Improvements and shall peaceably deliver up to Lessor possession of the Leased Premises or any part thereof, and other rights granted by this Lease, and shall execute, at Lessor's request, any and all documents needed to record or evidence such termination with the appropriate governmental agency.

20.2 **Restoration.** Within six (6) months after any termination, surrender, or expiration of this Lease, Lessee at its sole cost and expense, shall decommission the Solar Energy Facilities, which shall include the removal of all Improvements including, but not limited to all improvements, structures, and sub-stations. Lessee shall restore the Leased Premises to the condition as it existed at the inception of this Lease, and shall repair any damage to the Leased Premises as a result of any removal of Lessee's Improvements under this Section 20.2 ("**Restoration**"). Beginning on the Operations Date, and for the remainder of the Term under this Lease, Lessee shall maintain a performance bond or comparable financial security (the "**Restoration Security**") in an amount equal to the expected cost to complete the Restoration, less the salvage value of all the Improvements, as determined by a qualified third-party engineer, and as shall be updated at least every five (5) years. Notwithstanding the foregoing, Lessee's Restoration obligations shall not include the removal of below ground electric lines and cables buried at a depth of four (4) feet or more measured from the topsoil directly above such electric lines and cables, and such Improvements may remain on the Leased Premises without liability to Lessee beyond termination, surrender or expiration of this Lease. Upon the written consent of Lessor, Lessee may leave all roads and grading in their condition existing at the time this Lease terminates. Lessor shall have the opportunity to

reasonably inspect the Restoration completed by the Lessee hereunder and, if Lessor does not believe Lessee has satisfied its Restoration obligations, Lessor shall notify Lessee in writing of any incomplete Restoration Obligations within seven (7) months after any termination, surrender, or expiration of this Lease. Upon receipt of such notice, Lessor and Lessee agree to cooperate with each other in good faith to resolve any disputes with regard to completion of Restoration, and if resolved, the deadline for Restoration shall be tolled until completion. If, following Lessor's notice to Lessee, Lessee is unable or unwilling to complete Restoration, then Lessor shall be entitled to apply the proceeds of the Restoration Security toward the cost to complete Lessee's outstanding Restoration obligations. If Lessor fails to notify Lessee in writing of any incomplete Restoration Obligations within seven (7) months after any termination, surrender, or expiration of this Lease, it shall be conclusively deemed that Lessee satisfied all obligations with respect to Restoration hereunder.

21. **Condemnation.**

21.1 **Complete Taking.** If, at any time, any authority having the power of eminent domain shall condemn all or substantially all of the Leased Premises, or the Improvements thereon, for any public use or otherwise, then the interests and obligations of Lessee under this Lease in or affecting the Leased Premises shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of the Leased Premises or the Project thereon, (ii) the date that Lessee determines it is no longer able or permitted to operate the Project on the Leased Premises in a commercially viable manner, or (iii) the date of the condemnation judgment; at which time this Lease shall terminate and Lessor and Lessee shall be relieved of any and all further obligations and conditions to each other under this Lease except the obligations that survive the expiration or earlier termination of this Lease.

21.2 **Partial Taking.** If, at any time during the Term, any authority having the power of eminent domain shall condemn any portion, less than substantially all, of the Leased Premises, then the interest and obligations of Lessee under this Lease as to those Improvements or the Leased Premises so taken shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of the Leased Premises, (ii) the date that Lessee determines it is no longer able or permitted to operate portion of the Project so taken on the Leased Premises, in a commercially viable manner, or (iii) the date of the condemnation judgment, and, unless this Lease is terminated as herein provided, this Lease shall continue in full force and effect as to the remainder of the Leased Premises; provided, however, that if Lessee, in its sole discretion, determines that such partial taking would cause the continued operation of the entire Project not to be commercially viable, Lessee shall have the right to terminate this Lease.

21.3 **Condemnation Award.** In the event of a complete or partial taking of the Solar Assets, Lessee shall be entitled to receive all compensation and damages paid by the condemning authority arising from such taking and payable on account of Lessee's Improvements, loss of revenue, relocation costs, inability to relocate, and loss of interest in and to the Leased Premises provided under this Lease; Lessor shall be entitled to all other amounts of the award. If allowed under the law, Grantee may separately pursue a claim against the condemnor for such damages.

22. **Certain Protective Covenants.**

22.1 **Noninterference.** Subject to Section 3.1 of this Lease, during the term of this Lease, Lessor covenants and agrees that it will not (i) materially interfere with or prohibit the free and complete use and enjoyment by Lessee of its rights granted by this Lease; (ii) take any action or permit any condition to exist on the Leased Premises which will materially interfere with the availability or accessibility of sunlight on or to the Leased Premises; (iii) take any action which will in any way materially interfere with the transmission of electric, electromagnetic or other forms of energy to or from the Leased Premises; or (iv) take any action which will materially impair Lessee's access to the Leased Premises for the purposes specified in this Lease, materially obstruct access to sunlight on, over or across the Leased Premises or materially impair Lessee's access to any or all of the Improvements. Notwithstanding the foregoing, Lessor shall have no obligation under this Lease to provide, obtain or maintain any easement for sunlight on, over or above any real property not owned or controlled by Lessor.

22.2 **Quiet Enjoyment.** Provided Lessee observes the terms and conditions of this Lease, Lessor warrants that Lessee shall peaceably hold and enjoy the Leased Premises, and any and all other rights granted by this Lease for its entire term without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under Lessor except as expressly provided in this Lease.

22.3 **Observance of Laws and Covenants; Safety.** Lessee shall use the Leased Premises granted by this Lease only for the purposes stated herein and shall conduct all of its operations on the Leased Premises in a lawful manner after obtaining all necessary permits and government approvals.

23. **Consequential Damages Waiver.** Except as provided in Section 16, the Parties shall have no liability for any special, consequential or exemplary damages or losses of any kind, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including, but not limited to, losses of use, profits, business, reputation, or financing.

24. **Mortgagee Protection.** Any Mortgagee, upon delivery to Lessor of notice of its name and address, for so long as its Mortgage is in existence shall be entitled to the following protections which shall be in addition to those granted elsewhere in this Lease or a Sublease as the case may be:

(a) **Right to Cure Defaults/Notice of Defaults.** To prevent termination of this Lease or any partial interest in this Lease, each Mortgagee shall have the right, but not the obligation, at any time prior to termination of this Lease, to perform any act necessary to cure any Default by Lessee and to prevent the termination of this Lease or any partial interest in this Lease. As a precondition to exercising any rights or remedies as a result of any alleged Default by Lessee, Lessor shall give written notice of such Default to each Mortgagee that has delivered to Lessor notice of its name and address and who has requested to receive copies of a Default notice concurrently with delivery of such notice to Lessee, specifying in detail the alleged Default and the required remedy. Each such Mortgagee shall have the same amount of time to cure the Default as is given to Lessee. The cure period for each Mortgagee shall begin to run upon receipt of written notice from Lessor to Mortgagee.

(b) **Extended Cure Period.** If any Default by Lessee under this Lease cannot be cured without the Mortgagee obtaining possession of all or part of the Leased Premises and/or all or part of the Improvements and/or all or part of Lessee's interest in this Lease, then any such Default shall be deemed remedied if: (i) Mortgagee or its assignee cures any outstanding monetary Default within the cure periods provided in Section 18; (ii) within the cure period granted to Mortgagee in Section 18 above, either Mortgagee or its assignee shall have acquired possession of all or part of the Leased Premises and/or all or part of the Improvements and/or all or part of such interest in this Lease, or shall have commenced appropriate judicial or non-judicial proceedings to obtain the same; (iii) the Mortgagee or its assignee, as the case may be, shall be in the process of diligently prosecuting any such proceedings to completion; and (iv) after gaining possession of all or part of the Leased Premises and/or all or part of the Improvements and/or all or part of such interest in this Lease, the Mortgagee or its assignee cures all Defaults under the Lease to the extent required in Section 18, and performs all other obligations as and when the same are due in accordance with the terms of this Lease. If a Mortgagee or its assignee is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction over any bankruptcy or insolvency proceeding involving Lessee or any defaulting assignee, as the case may be, from commencing or prosecuting the proceedings described above, the period specified above for commencing such proceeding shall be extended for the period of such prohibition.

(c) **Acquisition of Title.** Following acquisition of all or a portion of the Solar Assets by the Mortgagee, its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Lease or a Sublease, as the case may be, shall continue in full force and effect, and the party acquiring title to the Solar Assets shall cure all monetary Defaults within thirty (30) days of acquiring title, and as promptly as reasonably possible, commence the cure of all other Defaults under this Lease or a Sublease, as the case may be, and thereafter diligently process such cure to completion within ninety (90) days after title is acquired, whereupon Lessor's right to terminate this Lease based upon such Defaults shall be deemed waived, providing all Defaults are cured. Any Mortgagee or other party who acquires Lessee's leasehold interest, pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Lessee by this Lease incurred or accruing after such Mortgagee or acquiring party no longer has ownership of the Lease and possession of the Leased Premises.

(d) **Mortgagee's Right to Possession, Right to Acquire and Right to Assign.** A Mortgagee shall have the absolute right (i) to assign its Mortgage; (ii) to enforce its lien and acquire title to all or any portion of the Solar Assets by any lawful means; (iii) to take possession of and operate all or any portion of the Solar Assets and to perform all obligations to be performed by Lessee or a Sublessee under this Lease or a Sublease as the case may be, or to cause a receiver to be appointed to do so; and (iv) to acquire all or any portion of the Solar Assets by foreclosure or by an assignment in lieu of foreclosure and thereafter without Lessor's consent to assign or transfer all or any portion of the Solar Assets to a third-party so long as such assignee or transferee is financially capable of carrying out Lessee's obligations under this Lease, and Lessor's consent, which shall not be unreasonably withheld, conditioned or delayed, shall be required for any other assignment or transfer. Upon acquisition of the interests of all or any portion of the Solar Assets by a Mortgagee or any other third-party which acquires the interests, from or on behalf of the Mortgagee, in accordance with the terms of this Lease, Lessor shall recognize the Mortgagee or such other party (as the case may be) as Lessee's

or a Sublessee's proper successor, and this Lease and any such Sublease shall remain in full force and effect.

(e) **Liability.** Any Mortgagee that does not directly hold an interest in the Solar Assets, or whose interest is held solely for security purposes, shall have no obligation or liability under this Lease or a Sublease as the case may be prior to the time the Mortgagee directly holds an interest in the Solar Assets, or succeeds to absolute title to Lessee's or a Sublessee's interest therein. A Mortgagee shall be liable to perform Lessee's or a Sublessee's obligations under this Lease or a Sublease as the case may be only for and during the period it directly holds such interest or title. Furthermore, if Mortgagee elects to (i) perform Lessee's or a Sublessee's obligations under this Lease or the Sublease as the case may be, (ii) continue Operations on the Leased Premises, (iii) acquire any portion of Lessee's or a Sublessee's right, title or interest in all or any of the Solar Assets or (iv) enter into a new Lease or a Sublease as the case may be as provided in Section 24(g), then the Mortgagee shall not have any personal liability to Lessor, and Lessor's sole recourse against Mortgagee shall be to execute against the Mortgagee's interest in the Solar Assets. Moreover, any Mortgagee or other party which acquires the Solar Assets by foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations under this Lease or a Sublease, as the case may be, to the extent the obligations are incurred or accrue after that Mortgagee or other party no longer has ownership of the Solar Assets and possession of the Leased Premises.

(f) **Termination.** Neither the bankruptcy nor the insolvency of Lessee or a Sublessee shall be grounds for terminating this Lease or a Sublease so long as all payments and all other monetary charges payable by Lessee or Sublessee under this Lease or a Sublease, as the case may be, are paid by the Mortgagee in accordance with the terms of this Lease or a Sublease, as the case may be.

(g) **New Lease.** If this Lease or a Sublease, as the case may be, terminates for any reason, including, without limitation, because of Lessee's or a Sublessee's uncured Default or because it is rejected or disaffirmed under bankruptcy law or any other law affecting creditors' rights, then, so long as a Mortgagee has cured any monetary and/or insurance Default prior to expiration of the Mortgagee cure period identified in Section 18 and is making commercially reasonable efforts to cure any non-monetary Default, Lessor will, immediately upon written request from the Mortgagee received within ninety (90) days after the termination, rejection, or disaffirmance, without demanding additional consideration therefor, enter into a new Lease or a new Sublease as the case may be in favor of the Mortgagee, which new Lease or new Sublease shall (i) contain the same covenants, agreements, terms, provisions and limitations as this Lease or the Sublease, as the case may be (except for any requirements that have been fulfilled by Lessee or a Sublessee prior to the termination, rejection, or disaffirmance), (ii) be for a term commencing on the date of the termination, rejection, or disaffirmance and continuing for the remaining Term or the term of the Sublease, as the case may be, before giving effect to the termination, rejection, or disaffirmance, (iii) contain a lease or sublease as the case may be on, over, under, upon along and across the Leased Premises or such portion thereof as to which the Mortgagee held a lien on the date of the termination, rejection, or disaffirmance, (iv) contain a grant to the Mortgagee of access, transmission, communications, utility, and other easements covering such portion or portions of the Leased Premises as Lessee held under this Lease prior to its termination and (v) enjoy the same priority as this Lease or a replaced Sublease, as the case may be, has over any lien, encumbrance or other interest created by Lessor, and, until such time as the new Lease or Sublease as the case may be is executed and delivered, the Mortgagee may enter, use and enjoy the Leased Premises and conduct Operations on the Leased

Premises as if this Lease or the Sublease, as the case may be, were still in effect at the option of the Mortgagee, the new Lease or Sublease, as the case may be, may be executed by a designee of the Mortgagee, with the Mortgagee assuming the burdens and obligations of Lessee or a Sublessee thereunder. If more than one Mortgagee makes a written request for a new Lease or Sublease, as the case may be, under this Section 24(g), then the new Lease or Sublease shall be delivered to the Mortgagee whose lien is senior in priority.

(h) **Mortgagee Consent.** Lessor shall not agree to any material amendment, mutual termination or modification or accept any surrender of this Lease, nor shall any such amendment, termination, modification or surrender be effective, without the written consent of the Mortgagee.

(i) **Amendments.** Lessor and Lessee shall cooperate in amending this Lease from time to time to include any provision that may reasonably be requested by any Mortgagee for the purpose of preserving the Mortgagee's interest in the Leased Premises, provided that neither Lessor's rights nor Lessee's obligations under this Lease are diminished thereby.

24.1 Estoppel Certificates and Cooperation. Lessor will, within ten (10) business days following receipt of written request, execute estoppel certificates (certifying as to truthful matters, including that no default then exists under this Lease or a Sublease, if such be the case), consents to assignment and non-disturbance agreements provided for in this Lease as Lessee, a Sublessee or any Mortgagee may reasonably request at any time and from time to time. Lessor, Lessee and Sublessee (if applicable) will cooperate in (a) amending this Lease or a Sublease, as the case may be, from time to time to include any provision that may be reasonably requested by Lessee or a Sublessee or any Mortgagee to implement the provisions contained in this Lease or a Sublease as the case may be, or to preserve a Mortgagee's security interest, and does not materially prejudice Lessor's rights under, or interest in, this Lease, and (b) execute any documents that may reasonably be required by Lessee, a Sublessee, or a Mortgagee to implement the provisions of this Section 24.1. Lessor will request any of Lessor's lenders to execute an agreement of non-disturbance furnished by any Mortgagee with respect to Lessee's or a Sublessee's interest in the Lease. Lessor's cooperation with Lessee under this provision shall be at the sole cost and expense of the Lessee and the Lessor shall be reimbursed for its reasonable and documented out-of-pocket costs up to Fifteen Hundred Dollars (\$1,500.00), including, but not limited to attorneys' fees, incurred as a direct result of Lessor's cooperation.

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

24.3 Damage/Condemnation. Notwithstanding anything to the contrary in this Lease, the disposition of any condemnation award and/or casualty insurance proceeds shall be governed by the terms of any first priority Mortgage encumbering Lessee's interest in the Solar Assets.

25. **Notice.**

25.1 **Writing.** All notices given or permitted to be given hereunder shall be in writing.

25.2 **Delivery.** Notice is considered given either (a) when delivered in person to the recipient named below, or (b) when delivered by courier service which certifies in writing the date of delivery, or five (5) business days after deposit in the United States mail as certified or registered mail (return receipt requested), in a sealed envelope or container, postage and postal charges prepaid, addressed by name and addressed to the Party or person intended as follows:

Notice to Lessor:

[REDACTED]

Notice to Lessee:

Sandhills Energy LLC
Michael Knapp
300 E Nebraska Ave, PO Box 113
Cody, NE 69211
michael@sandhillsenergyco.com

With copy to:

Michael D. Sands
Baird Holm LLP
1700 Farnam Street, Suite 1500
Omaha, NE 68102
msands@bairdholm.com

25.3 **Change of Recipient or Address.** Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

26. **Expenses of Enforcement.** To the extent permitted under Nebraska law, if any Party hereto brings any action or proceeding to interpret or enforce any of the terms, covenants or conditions hereof, the prevailing Party in such action or proceeding shall be entitled to recover from the other Party or parties thereto reimbursement for all reasonable expenses, costs and fees incurred in connection with the action or proceeding, including such expenses, costs and fees incurred due to any appeal.

27. **Further Assurances.** 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 Lease and to give full force and effect to each and all of the provisions thereof.

28. **Amendments.** This Lease shall not be amended or modified in any way except by an instrument signed by Lessor and Lessee.

29. **Severability.** If any term or provision of this Lease, 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 Lease or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby.

30. **Governing Law and Dispute Resolution.**

30.1 This Lease shall be governed by the laws of the State of Nebraska. Any action to enforce or interpret any provision of this Lease shall be filed in any state or federal court having jurisdiction and which is a proper venue in the matter.

30.2 The Parties agree to first attempt to settle any dispute arising out of or in connection with this Lease by good-faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, each shall have all remedies available at law or in equity and as provided by this Lease. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Lease shall be to the court of competent jurisdiction.**

31. **Article and Paragraph Headings.** The Section headings herein are inserted only for convenience of reference and shall in no way define, limit or describe the scope or intent of a provision of this Lease.

32. **Entire Agreement.** This Lease shall constitute the entire agreement between the Parties with respect to the subject matter of this Lease and supersedes all other prior writings, negotiations and understandings.

33. **Effect of Termination.** Any termination of this Lease pursuant to the terms hereof shall not relieve either Party from any liabilities, obligations or indemnities arising prior to the effective date of such termination.

34. **Time of Essence.** Time is of the essence regarding each provision of this Lease.

35. **No Waiver.** No waiver by either Party of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by the other Party.

36. **Counterparts.** This Lease may be executed in counterparts.

37. **Ownership of Improvements.** The Improvements shall not be deemed to be permanent fixtures (event if permanently affixed to the Leased Premises) and shall be and remain the sole property of Lessee. Within the ninety (90) day period after receipt by Mortgagee of a notice that the Lease has been terminated prior to the expiration date (or such longer time as may be reasonably necessary to remove the Improvements from the Leased Premises), Mortgagee, may remove the Improvements from the Leased Premises, provided that Mortgagee complies with all requirements of Lessee set forth in the Lease related to Restoration.

38. **Recording of Memorandum.** Concurrent with the execution of this Lease, the Parties shall execute, acknowledge and record in the land records office for [REDACTED] County, Nebraska, a memorandum of this Lease in the form attached as Exhibit 2, hereto.

39. **No Partnership.** Nothing contained in this Lease shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, or any other association between Lessor and Lessee, other than the relationship of lessor and lessee.

40. **Brokerage Commissions.** Lessor and Lessee each represent that such Party has not incurred, directly or indirectly, any liability on behalf of the other Party for the payment by the other Party of any real estate brokerage commission or finder's fee in connection with this Lease. Lessor and Lessee shall indemnify, defend and hold the other Party harmless from and against any claim for any brokerage commissions or finder's fees claimed to be due and owing by reason of the indemnifying Party's activities.

41. **Taxes on Lease.** If any governmental authority levies, assesses, and/or imposes on Lessor a transfer tax as a result of this Lease, Lessor shall timely pay such tax and Lessee shall reimburse the same to Lessor.

42. **Forfeiture of Leased Premises.** If at any time the Leased Premises or any part thereof shall then be subject to forfeiture, or if Lessor shall be subject to any liability arising out of the nonpayment of real property or personal property taxes that are the responsibility of Lessor hereunder, Lessee may, in its sole and absolute discretion, following the expiration of ten (10) business days' advance notice to Lessor and Lessor's failure to remedy the outstanding tax liability within such ten (10) business day period, notwithstanding any pending contest or review, elect to either pay such taxes or post such bonds as the taxing authority may require to prevent such forfeiture or liability and may offset the amount of such payments from amounts due Lessor under this Lease. Notwithstanding the foregoing, in the event Lessee pays such taxes or posts such bonds during a pending contest or review and Lessor subsequently prevails over the taxing authority, Lessee shall pay Lessor any amounts previously offset under the foregoing sentence if such amounts have been reimbursed to Lessee by the taxing authority.

(Signatures on Following Page)

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

LESSOR

LESSEE

[Redacted]

SE MUNICIPAL SOLAR, LLC,
a Nebraska limited liability company

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Print name: _____

Title: _____

Date: _____

DRAFT

EXHIBIT 1 TO LEASE AND EASEMENT AGREEMENT
DESCRIPTION OF THE LEASED PREMISES

The land referred to herein below is situated in [REDACTED] County, Nebraska:

[Insert legal description]

DRAFT

EXHIBIT 2 TO LEASE AND EASEMENT AGREEMENT
FORM OF MEMORANDUM OF LEASE

[Follows this page.]

DRAFT

(Space above line for Recorder's use only)

REQUESTED BY AND
WHEN RECORDED RETURN TO:

Sandhills Energy LLC
Michael Knapp
300 E Nebraska Ave, PO Box 113
Cody, NE 69211
michael@sandhillsenergyco.com

**MEMORANDUM OF LEASE AND EASEMENT AGREEMENT
FOR SOLAR ENERGY SYSTEM**

This Memorandum of Lease and Easement Agreement for Solar Energy System (“**Memorandum**”) is made and dated as of _____, 20__ (“**Effective Date**”) by and _____ (“**Lessor**”) and SE Municipal Solar, LLC, a Nebraska limited liability company (“**Lessee**”), in light of the following facts and circumstances:

Lessor and Lessee entered in that certain Lease and Easement Agreement for Solar Energy System, of even date herewith (the “**Lease**”), pursuant to which Lessor has leased to Lessee certain real property of Lessor (“**Leased Premises**”) located in _____ County, Nebraska, as more particularly described on the attached Exhibit A and which said Exhibit A is hereby incorporated herein. Lessor and Lessee have executed and acknowledged this Memorandum for the purpose of complying with Section 66-911.01 of the Nebraska Revised Statutes and to provide constructive notice of the Lease. Capitalized terms not otherwise defined in this Memorandum shall have the meanings provided in the Lease.

NOW THEREFORE, Lessor and Lessee hereby agree as follows:

1. Lease of Leased Premises; Easements. Lessor has granted and leased the Leased Premises to Lessee on the terms, covenants and conditions stated in the Lease. The Lease is solely and exclusively for the development and operation of a solar energy project, and Lessee shall have the exclusive

right to use the Leased Premises for such purposes, together with certain related sun non-obstruction, effects, access, and transmission easements, as more fully granted and described in the Lease. Reference is hereby made to the Lease for a complete description of the respective rights and obligations of the parties regarding the Leased Premises and the covenants, conditions, restrictions and easements affecting the Leased Premises pursuant to the Lease.

2. Term.

Development Term. The initial period of this Lease, during which Lessee shall conduct development and construction activities shall commence on the Effective Date and shall continue until the until the “Commercial Operations Date”, as defined under the power purchase agreement (the “**PPA**”) entered into between Lessor and Lessee, such term and related provisions of the PPA being incorporated herein by this reference, unless sooner terminated in accordance with the Lease (“**Development Term**”). The Development Term shall not exceed twenty-four (24) months, subject to extension based on Force Majeure.

Operations Term. The second period of this Lease, if any, during which Lessee shall conduct Solar Operations, shall commence upon the expiration of the Development Term following the Operations Date and shall continue for a period of twenty-five (25) years (“**Operations Term**”) unless sooner terminated in accordance with the provisions hereof, with two (2) options to extend held by Lessee for five (5) years each; provided that Lessee shall only have the right to extend the Operations Term, as provided above, if the Improvements remain operational with respect to photovoltaic energy conversion and generation of electricity from sunlight, at the time of such election(s).

3. Ownership. Lessor shall have no ownership or other interest in any Improvements (as defined in the Lease) installed on the Leased Premises.

4. Assignment. The Lease provides, among other things, that Lessee and any Assignee shall have the right to sell, convey, lease, assign, mortgage, encumber or transfer to one or more assignees or mortgagees the Lease, or any right or interest in the Lease, or any or all right or interest of Lessee in the Leased Premises, or any portion thereof, or in any or all of the Improvements that Lessee or any other party may now or hereafter install on the Leased Premises.

5. Successors and Assigns. This Memorandum and the Lease shall burden the Leased Premises and shall run with the land. The Lease and this Memorandum shall inure to the benefit of and be binding upon Lessor and Lessee and, to the extent provided in any assignment or other transfer under the Lease, any assignee or Mortgagee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

6. No Conflict. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. Nothing in this Memorandum shall be deemed to amend, modify, change, alter, amplify, limit, interpret or supersede any provision of the Lease or otherwise limit or expand the rights and obligations of the parties under the Lease and the Lease shall control over this Memorandum in all events.

7. **Multiple Counterparts.** This Memorandum may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

LESSOR:

[Redacted Signature Line]

By: _____
Name: _____
Its: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

Before me, _____ in and for this state, on this ___ day of ___, _____ personally appeared [Redacted], as [Redacted] of [Redacted], to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same on behalf of said [Redacted] and that he/she was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

LESSEE:

SE MUNICIPAL SOLAR, LLC,
a Nebraska limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, as _____ of SE Municipal Solar, LLC, a Nebraska limited liability company, personally known to me to be the person who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

EXHIBIT A TO MEMORANDUM OF LEASE
DESCRIPTION OF LEASED PREMISES

The land referred to herein below is situated in [REDACTED] County, Nebraska:

[Insert legal description]

DRAFT