

SOLAR ENERGY LEASE AND EASEMENT AGREEMENT 2022 JAN 25 AM 11:06

This Solar Energy Lease and Easement Agreement (the "**Agreement**") is dated and recorded in Webb County, Texas effective **20th day of December, 2021** (the "**Effective Date**") between the following

BY REH DEPUTY

PARTIES

- **Webb County, Texas**, a political subdivision of the State of Texas, acting through its Webb County Commissioners Court, 1000 Houston Street, Laredo, Texas ("**Owner**") or ("**Landowner**").
- **Gransolar Texas Two, LLC**, a Texas limited liability company ("**Grantee**").

Owner and Grantee are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

- I. Owner is the owner of approximately Two Thousand Two Hundred Ninety-Two (**2,292**) acres of land located in Webb County, Texas, more fully described in Exhibit A attached to and made a part of this Agreement (the "**Property**") for the purposes set forth below, together with all solar and air rights on or pertaining to the Property (the "**Solar Rights**").
- II. Grantee wishes to conduct certain activities to assess the viability of the Property for solar energy development; if Grantee finds the Property is suitable for solar development it may develop a solar project on the Property as well as on other lands in the vicinity of the Property, as an integrated energy generating and delivery system (the "**Project**"). Grantee may construct and own multiple solar energy projects in the general vicinity of the Property which may or may not include the Property (collectively the "**Solar Energy Projects**").
- III. IN CONSIDERATION OF THE AGREEMENTS, COVENANTS AND PROMISES set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged and agreed by the Parties, Owner and Grantee agree to enter into this Agreement, which will be governed by the terms, provisions and conditions contained in this Agreement and in the following.

CLAUSES

1. **Lease and Grant of Use.**

- 1.1. Subject to the Uses Reserved by Owner as set forth in this Agreement, Owner leases to Grantee the surface estate of the Property, and grants (or shall grant, as herein provided) to Grantee the easements specified herein, upon and subject to the terms and conditions in this Agreement. Until this Lease expires or is terminated pursuant to its terms, Grantee shall have, subject to the uses reserved to Owner as set forth in this Agreement, the quiet

use and enjoyment of the Property in accordance with and subject to the terms of this Agreement, without any interference by Owner.

- 1.2. Owner's activities on the Property and any grant of rights Owner makes to any other person will be only as expressly permitted under this Lease and will not interfere or allow interference with any of Grantee's rights or activities pursuant to this Lease.
- 1.3. Owner will not materially interfere or allow material interferences with the solar insolation over the Property, including by construction of tall structures within 200 feet of the Property which casts shade on the Property (it being understood that Grantee, at Grantee's expense, may remove tall vegetation on Owner's land which is within 200 feet of the Property, unless such vegetation has been identified in this Agreement for preservation), or otherwise engage in activities or allow any activities which might impeded or decrease the output or efficiency of the Project Activities as defined herein.

2. Purpose and Scope of Agreement.

- 2.1. This Agreement is for the uses set forth in the Agreement and Grantee will have the exclusive right to use the surface estate of the Property for Solar Energy Purposes. "**Solar Energy Purposes**" means any and all uses associated with or related to converting solar energy into electrical energy, storing such electrical energy, and collecting and transmitting the electrical energy so converted and/or stored, together with any and all activities related to such uses ("**Project Activities**"), including, the following activities:
 - (a) determining the feasibility of energy storage, solar energy conversion and other power generation on the Property, including studies of solar activity, sunlight, measuring available solar resources, studying solar irradiance, sunlight direction and other meteorological data, conducting environmental studies (which may require the extraction of soil samples), habitat and species studies, interconnection studies, conducting title examinations and surveys, and all other testing, studies or sampling required for developing maintaining and operating the Project;
 - (b) constructing, installing, using, replacing, repowering and removing from time to time, and maintaining and operating, (1) solar-powered electric generating facilities, including but not limited to modules, inverters, cables, foundations, panels, mounting units and all necessary ancillary improvements and equipment providing support or otherwise associated therewith; (2) photovoltaic and concentrating solar power generating equipment or such other solar-powered generating equipment as determined in Grantee's commercially reasonable judgment to be used to capture and convert solar radiation to produce electricity (the "**Generating Units**"); and (3) overhead and underground electrical transmission, collection and communications lines and cables, electric transformers, switching stations, substations, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with large solar array installations, roads, control buildings, operation and maintenance buildings and yards, construction laydown and staging areas, and related facilities and equipment necessary and/or convenient for the construction,

operation and maintenance of the Project (collectively, "**Project Facilities**", which includes Transmission Facilities, Generating Units and Operational Facilities, defined below) on the Property or elsewhere; and

- (c) undertaking any other reasonable activities on the Property whether accomplished by Grantee or a third party authorized by Grantee, that Grantee reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing.

Grantee shall not be permitted to use the Property for uses other than Solar Energy Purposes or as otherwise expressly set forth in this Agreement.

The rights granted to Grantee in this Agreement include the following easements and related rights:

- (i) the exclusive right to erect, construct, reconstruct, replace, remove, operate, maintain and use the following from time to time, on, under, over and across the Property, in connection with Project Facilities, whether such Project Facilities are located on the Property or elsewhere on one or more Solar Energy Projects (in such locations as Grantee shall determine from time to time in the exercise of its sole discretion after written notice to Owner):
 - (a) a line or lines of towers in the locations, with such wires and cables as from time to time are suspended therefrom, above ground 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 (collectively "**Transmission Facilities**");
 - (b) facilities consisting of: (A) a transformation system to step up the voltage, interconnect to transmission line or lines, and meter electricity together with the right to perform all other ancillary activities normally associated with such a facility as may be necessary or appropriate to service Project Facilities, and (B) an operations and maintenance building, equipment and storage yard for purposes of performing operations and maintenance service on Project Facilities, together with the right to perform all other ancillary activities normally associated with such an operation, (collectively "**Operational Facilities**"); and
 - (c) with all necessary easements therefore;
- (ii) an exclusive easement and right over and across the Property (and over and across any land which was previously a part of the Property prior to release of such land back to the Owner, pursuant to the terms of this Agreement) for any audio, visual, view, light, shadow, reflection, glare, noise, vibration, electromagnetic or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the Project Activities, Project Facilities or the Solar Energy Projects, including but not limited to rights to cast shadows and reflect glare onto all of Owner's property

(including any land which was previously a part of the Property prior to release of such land back to the Owner) from the Project Facilities;

- (iii) an exclusive easement and right to capture, use and convert the unobstructed solar resources over and across the Property where the Project Facilities are located. Any obstruction to the receipt of and access to sunlight throughout the entire area of the Property where the Project Facilities are located is prohibited (and obstructions to sunlight reaching the Project Facilities are prohibited over and across any land which was previously a part of the Property prior to release of such land back to the Owner, which is within 200 feet of the Property);
- (iv) an exclusive easement and right for the installation, use, operation, maintenance, repair, replacement and removal of Project Facilities;
- (v) an easement and right on the Property where the Project Facilities are located to prevent measurable diminishment in output due to obstruction of the sunlight across the Property including an easement right to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Property where the Project Facilities are located or on Owner's property within 200 feet of the Property where the Project Facilities are located, which might obstruct receipt of or access to sunlight throughout the Property where the Project Facilities are located or interfere with or endanger the Project Facilities or Grantee's operations, as determined by Grantee.

2.2. The easement rights granted by Owner under this Agreement constitute **EASEMENTS IN GROSS**, personal to and for the benefit of Grantee, its successors and assigns, as owner of such easements, and the Parties expressly agree that such easement rights shall be transferable in accordance with the assignment provisions of this Agreement. The Parties expressly intend for all easement rights herein to be, and for this Agreement to create, **EASEMENTS IN GROSS** in Grantee, and neither such easements nor this Agreement shall be appurtenant to any other property or interest.

2.3. Grantee shall make good faith efforts to consult with Owner on its site development plan prior to construction of Project Facilities, including roads and electric power lines, provided that Grantee siting decisions all other Grantee development plans which comply with the provisions of this Agreement and with applicable laws shall be in Grantee's sole and absolute discretion.

3. Uses Reserved by Owner.

3.1. During the time prior to the Construction Commencement Date, Owner's use of the Property shall be limited to only those activities that do not interfere with Grantee's rights under this Agreement. Without limiting the generality of the preceding sentence, it is specifically understood that prior to the Construction Commencement Date, Owner and its lessees (other than Grantee) may conduct mineral development, agricultural and grazing activities, salt water disposal on existing Property, and hunting on the Property provided that adequate precautions will be taken by both the Grantee and Owner (and its

lessees other than Grantee) as are necessary for the protection of Grantee's employees and property, if any, upon the Property. After the Construction Commencement Date, Owner acknowledges that neither Owner nor any of any Owner's lessees or grantees (other than Grantee and, to the extent set forth in Section 3.2 and 10.3 below, Mineral Lessees) shall have any right to use the Property until this Agreement terminates or expires. Owner and any of its other lessees or grantees, except for the Mineral Lessees as described in Section 3.2 below, shall immediately cease all activity on the Property as of the Construction Commencement Date. Without limiting the generality of the foregoing, Owner acknowledges and agrees it shall not and shall not allow any other person to use the Property, for solar energy development or the installation or use of any facilities related to solar energy development or generation (which rights and uses are exclusively granted to Grantee in this Agreement throughout the term of this Agreement), or to undertake any activities which would interfere with Project Activities or the Project.

- 3.2 Mineral Resources. Notwithstanding section 3.1 above, this Agreement is subject to any and all existing mineral reservations and mineral leases granted by Owner or its predecessors-in-interest, to the extent a notice of which is filed of record in the county records as of the Effective Date (the "Mineral Lessees"), which cover some or all of the Property described in Exhibit A. Grantee acknowledges and agrees that Grantee's rights under this Agreement is subservient to the rights of the Mineral Lessees which are in effect as of the Effective Date. In order to permit the simultaneous use of the Property for the Solar Project or projects and mineral resource development by the Mineral Lessees, Landowner and Grantee agree to work cooperatively together to ensure that Mineral Owner(s) and its Mineral Lessees can still benefit from the continued exploitation of the mineral resources on or under the Property and Grantee can undertake development of Project Activities. Prior to the issuance of any new mineral lease or to a sale or exchange of minerals under the Property, Owner will advise and consult with Grantee regarding each such proposed transaction and include in any new lease or sale or exchange documentation, as applicable, a requirement that the buyer, lessee, or other party to the mineral transaction waive and release during the Term herein, any and all rights to enter upon, utilize, or disturb the surface area of the Property for any reason whatsoever, (except for the reserved Mineral Tracts defined below) including, without limitation, the exploration, drilling, or mining of such oil, gas or other minerals; provided, however, that foregoing waiver and release shall not preclude the exploration, mining, development, extraction, and production of oil, gas, sulphur or other minerals from or under the Property (or rights-of-way, lakebeds, waterways, or other strips adjacent or contiguous to the Property) by means of directional or horizontal drilling or utilized or pooled operations with the well and all surface equipment located off the Property, without, in either case, any well bore or mine shaft penetrating any depth beneath the Property above the subsurface depth of five hundred feet (500'); nor shall such well bore or mine shaft impair the subjacent support of the Property or of any improvements now or hereafter situated on the Property. Notwithstanding the foregoing, at Owner's request, which must be provided and specifically identified by location and size prior to the Construction Commencement Date, Grantee shall designate five (5) tracts of ten (10) contiguous acres within the Property wherein Owner, its heirs, successors, assigns, and lessees, shall retain the right of ingress and egress, together with the right to use the surface of the Property for the purpose of exploring, mining, and developing the oil, gas, and minerals (each a

“Reserved Mineral Tract”). Further corridor areas may be reserved at Owner’s request and in locations reasonably coordinated with Grantee, which must be specifically identified as to location and size prior to the Construction Commencement Date; will be reserved to allow for the construction of access roads, electric lines, and pipelines to reach each drill site, provided that such access roads and corridors will allow for concurrent use by the Grantee. In addition, Grantee acknowledges that as of the Effective Date, Owner does not own all of the mineral interest under the Property (such interests not owned by Landowner as of the Effective Date are **“Third Party Mineral Interests”**), and Grantee shall bear the risk that additional measures may need to be taken in order to accommodate such Third-Party Mineral Interests existing as of the Effective Date, and Grantee shall indemnify Owner against such risk. Notwithstanding any other provision of this Agreement, including minimum total rent provisions set forth herein, Grantee shall be permitted to release to Grantor and remove from the Property any Reserved Mineral Tract or other land which is reserved for use by Third Party Mineral Interests. Provided, however, that regardless of the amount of such land which is released out of the Property back to Owner, the 1,900 minimum acreage for which rent shall be payable, as set forth in Section 5.2 above, shall continue to apply. Grantee agrees that any temporary drilling or workover rig located on the Reserved Mineral Tract will not be considered a material interference under this Agreement; provided construction, installation, and ingress and egress to the same is undertaken within the Reserved Mineral Tract, in a manner that does not materially interfere with Grantee’s rights hereunder. Likewise, permanent above-ground pumping units and tank batteries within the Reserved Mineral Tract shall not be considered a material interference. In addition, subject to compliance with Texas law regarding the rights of non-executive mineral and royalty interest owners and upon written request from Grantee, Owner shall (i) cooperate with Grantee in requesting a separate non-disturbance agreement from any existing mineral interest lessee or owner on terms reasonably acceptable to Grantee, and (ii) enforce any rights Owner may have, if any, against any such mineral interest lessee or owner in order to provide reasonable accommodation for Grantee to exercise its rights under this Agreement.

3.3 After the Construction Commencement Date, Grantee shall have exclusive rights to possess and occupy the Property, and Owner may access the Property only upon 48 hours advance notice to Grantee, and only while accompanied by a representative of Grantee.

4. **Duration; Early Termination and Stages of the Agreement.**

4.1. **Term of the Agreement.**

The term of this Agreement and the rights and easements contained in this Agreement shall commence on the Effective Date and continue until the Twentieth (20th) anniversary of the Construction Commencement Date (the **“Initial Lease Term”**).

At any time from the Effective Date and up to thirty (30) days before the end of the Initial Lease Term (or of the first Lease Term Extension (defined below) of the Initial Lease Term, as the case may be), Grantee may at its sole option by written notice to Owner, extend, the term of the Agreement for two (2) additional periods of five (5) years with

respect to the Initial Lease Term (each a “**Lease Term Extension**”) maintaining the same terms and conditions of the Agreement.

For the purposes of this Agreement, the total period of validity of the Agreement, determined in accordance with the provisions above, will be defined as the “**Lease Term**”.

This Agreement may be terminated prior to the expiration of any term of this Lease as further set forth in Section 13 below.

4.2. Stages of the Lease Term

4.2.1. Development Term. The “**Development Term**” will commence on the effective date and will continue until the Construction Commencement Date. In the event the Construction Commencement Date does not occur on or before two (2) years have elapsed from the Effective Date, Grantee will have the right to extend the Development Term for four (4) successive periods of six (6) months until the Construction Commencement Date occurs (each, a “**Development Term Extension**”). During the Development Term, Grantee shall have the right to study the feasibility of solar energy conversion on the Property, to prepare the Property for the installation of the Project and to exercise its other rights under this Agreement, including without limitation, the following preliminary due diligence activities: environmental studies, cultural and/or historical studies, interconnection studies, solar studies, habitat or species studies, geotechnical studies, surveys, engineering studies, core sampling, equipment studies, meteorological studies, creation of two (2) two-track roadways providing access for the foregoing studies at Grantee’s sole cost and expense, and any other activity that does not otherwise materially interfere with Owner’s continued use of the Property.

4.2.2. Construction and Operation Term. The “**Construction and Operation Term**” will commence the day specified by Grantee in a written notice to Owner (“**Construction Notice**”) it will begin construction of the Project (the “**Construction Commencement Date**”), and shall continue until the end of the Lease Term.

During the Construction and Operation Term, Grantee (subject to Owner’s right to inspect the Property with advance notice to Grantee while accompanied by a representative of Grantee), shall have exclusive possession of the Property, the right to do all things necessary to construct a solar energy project on the Property and to exercise its other rights under this Agreement.

5. Fees and Rent.

Grantee will pay Owner the following amounts:

5.1. Development Fee. As consideration for the lease of the Property during the Development Term, Grantee shall pay or tender to Owner an amount per acre of the Property (and partial acre, as applicable) as enumerated in Exhibit "A" and as indicated below:

Development Term	Development Fee
Year 1	\$ 25,000.00
Year 2	\$ 25,000.00
Each Development Term Extension	\$ 25,000.00

The Development Fee payment shall be due within forty-five (45) days of the Effective Date (for Development Term Year 1) and, if applicable, within forty-five (45) days of the anniversary of the Effective Date (for Development Term Year 2). In the event Grantee enters into any Development Term Extension, the corresponding Development Fee shall be due within forty-five (45) days of the date on which Grantee notifies Owner of its intention to extend the Development Term.

Amounts paid during the Development Term are referred to as the "**Development Fee.**" Grantee shall have no obligation to make any additional Development Fee payments after the occurrence of the Construction Commencement Date or following the termination or expiration of this Agreement. Rent during the Development Term shall escalate 1.5% annually.

5.2. Construction and Operation Term Fees. Within forty-five (45) days after the Construction Commencement Date, and thereafter on each successive anniversary of the Construction Commencement Date for so long as this Agreement remains in effect, Grantee shall pay or tender annually to Owner an amount equal to Three Hundred Fifty Dollars (\$350.00) for each acre (and partial acre, as applicable) of the Property (it being understood that at any time prior to completion of construction, Grantee may reduce the acres included within the Property, including a revision to Attachment A hereto, so that it is limited to the land on which Project Facilities are being constructed, provided however that the acres included within the Property for Construction and Operation Term Fee purposes shall not be less than 1,900 acres with said "Rent" escalating 2% annually.

Such amounts paid during the Construction and Operation Term described in the immediately preceding sentence are collectively referred to as the "**Construction and Operation Term Fees.**" Grantee shall have no obligation to make any additional payments of Construction and Operation Term Fees following the termination or expiration of this Agreement.

The Construction and Operation Term Fees shall be prorated for any partial year during the Construction and Operation Term and any Lease Term Extension, as applicable. Therefore, in the event that the Construction and Operation Term begins during any year of the Development Term for which the Grantee has already paid the Development Fee, the excess of the Development Fee that has been paid will be taken into account for the purposes of paying the Construction and Operation Term Fee of the first year of the Construction and Operation Term and Grantee may take a credit and offset such amount

from such Construction and Operation Term Fee. The Parties agree that the Development Fees and the Construction and Operation Term Fees are sometimes collectively referred to herein as the “Rent”.

- 5.3. Payment Adjustments; Partial Ownership; Change in Property Ownership. If at any time during the Lease Term the Owner owns less than the full surface estate in all or any part of the Property (as opposed to undivided interests in all of the Property or a portion of all of the Property), payment of the Development Fee and any Construction and Operation Term Fees, as the case may be, shall be reduced to the proportion that Owner’s interest in the Property bears to the full surface estate in the Property, or any portion thereof. All Owners shall provide Grantee with their certified taxpayer identification numbers simultaneously with the execution and delivery of this Agreement via a W-9 Form (or its equivalent). No payments under this Agreement shall be due or payable to Owners if Grantee has not received such taxpayer identification information.

Notwithstanding anything to the contrary in this Agreement or elsewhere, any obligation under this Agreement for Grantee or any Assignee to pay Owner any amount will be completely and unconditionally satisfied by payment of such amount by Grantee or Assignee, as applicable, to Owner within thirty (30) business days after such payment due date, by transfer to the bank account with the following IBAN/SWIFT:

Falcon Bank
5219 McPherson Road
Laredo, Texas 78041
Contact Name: Jessica Arredondo
Assistant Vice President/Operations
Phone: 956-723-2265 x 1564

ABA# 114915803
SWIFT # FAIOUS41

Beneficiary:
54404
Webb County General Operating Account

The Owners shall be solely responsible to notify Grantee and each Assignee in writing of any change in ownership of the Property or any portion thereof. In accordance with Section 11.3 hereof, Owner shall notify Grantee in writing of any sale, assignment or transfer of any of Owner’s interest in the Property, or any part thereof. Until such notice is received, Grantee shall have no duty to any successor Owner, and Grantee shall not be in default under this Agreement if it continues to make all payments to the original Owner before notice of sale, assignment or transfer is received.

- 5.4. IRS Form W-9. Notwithstanding anything in this Agreement to the contrary, Grantee shall have no obligation to make any payment to Owner otherwise required under this Agreement until Owner has returned to Grantee a completed Internal Revenue Service

Form W-9, such W-9 form to either (a) have been provided by Grantee to Owner prior to execution of this Agreement or (b) be provided by Grantee to Owner promptly upon execution of this Agreement. Grantee's failure to provide a form W-9 shall not discharge the requirement that Owner provide a Form W-9 prior to receiving payment.

5.5. Interest on Past Due Payments. All Rent not paid or tendered when due under this Agreement shall bear interest at a rate equal to the lesser of (i) the prime rate of interest as quoted by JPMorgan Chase Bank, N.A. or its successor or (ii) the maximum rate allowed by applicable law.

6. Ownership of Project Facilities.

6.1. All Project Facilities constructed, installed or placed on the Property by Grantee pursuant to this Agreement will be and remain the sole property of Grantee and Owner shall have no ownership or other interest in any Project Facilities; and Grantee may remove any or all Project Facilities at any time. No part of the Project Facilities installed by Grantee on the Property shall be considered part of the Property or an improvement to real property. Except for ad valorem assessment and ad valorem tax purposes, the Project Facilities shall at all times be considered tangible personal property owned exclusively by Grantee and taxable as to Grantee. Notwithstanding the foregoing, should the Webb County Appraisal District determine the Project Facilities is an improvement to the Property (real property), Grantee shall be responsible for all ad valorem taxes assessed as to the improvement to the Property for ad valorem taxes including any and all rollback taxes due to any change in Property designation brought upon by the improvements (Project Facilities).

6.2. Notwithstanding any provision herein to the contrary, Owner acknowledges that Grantee shall have no obligation to construct any Project Facilities on the Property. Owner acknowledges that even though portions of the Project Facilities may be affixed to the Property, (i) Grantee, its affiliate or equipment lessor is the exclusive owner of the Project Facilities, (ii) the Project Facilities shall not be construed to be a fixture and (iii) Grantee or its affiliate or transferee is the exclusive owner of the electricity generated by the Project Facilities and the environmental attributes and environmental incentives of the Project Facilities.

6.3. Owner acknowledges that it has no right, title or interest in the Project Facilities, the environmental attributes and the environmental incentives of the Project Facilities and has waived any and all rights it may have to a lien on the Project Facilities, the environmental attributes and the environmental incentives of the Project Facilities; and Owner has waived all rights of distraint and seizure for rent and all other lien rights, claims and demands of every kind against the Project Facilities.

7. Taxes and Assessments.

7.1. Except as set forth in Section 7.3 below, Grantee shall be responsible for and shall pay prior to delinquency, subject to terms and conditions of this Section 7.1 the following taxes (collectively "Grantee's Taxes") ((i) from and after the Effective Date and until this Agreement terminates or expires, any and all **real (ad valorem) and personal property**

taxes assessed against Grantee's use and/or improvements to the Property and/or Grantee's ownership of the Project Facilities; and (ii) from and after but including all years prior to the Construction Commencement Date, if roll back taxes are assessed against the Property, and until this Agreement terminates or expires, any penalties and interest assessed on the real and personal property taxes on the Property (to the extent such taxes which caused the penalties and interest are the duty of Grantee hereunder) which such taxes shall be paid by Grantee (collectively **Grantee's Taxes**).

- 7.2. Owner agrees to exercise commercially reasonable efforts to submit to Grantee a copy of all notices, tax bills, and other correspondence Owner receives from any taxing authorities regarding any Grantee's Taxes within thirty (30) days after Owner receives same. Notwithstanding any other provision of this Section 7, if the law expressly permits the payment of any Grantee's Taxes in installments (whether or not interest accrues on the unpaid balance), Grantee may, at its election, utilize the permitted installment method, but shall pay each installment with any interest before delinquency. Grantee shall have the right to contest the correctness or validity of any Grantee's Taxes, so long as such contest does not result in loss of or to the Property. If Grantee fails to pay for any Grantee's Taxes, Owner shall have the right but not the obligation to pay such amounts on Grantee's behalf, and any such amounts paid by Owner, together with interest at the rate set forth for late payments in Section 5.5 above, from the date of Owner's payment thereof to the date of Grantee's payment to Owner shall be immediately due and payable by Grantee upon Owner's demand and shall constitute Rent hereunder.
- 7.3. Owner shall pay when due any taxes solely attributable to (a) improvements or facilities installed by Owner or others (excluding Grantee) on the Property; (b) the underlying value of the Property attributable to subsection (a); and (c) any and all other taxes and assessments pending or levied against the Property due to such improvements owned by Owner; provided, however, that if the taxes against the underlying value of the Property are increased by reason of a change of use determination by a taxing entity or increased assessment of the Property resulting from Grantee's Project Facilities thereon, then Grantee shall pay the entire amount of such increase, which shall include any and all ad valorem roll back taxes. It is understood that Owner may generally continue its uses of the Property up until the Construction Commencement Date, and that Grantee will not make permanent improvements on the Property prior to the Construction Commencement Date, and therefore Owner shall be responsible for all real (ad valorem) and personal property taxes assessed against the Property prior to the Construction Commencement Date.
- 7.4. Grantee and Owner shall cooperate in corresponding with the applicable taxing authority to request that such authority provide a separate tax bill for the Grantee Taxes to Grantee during the Lease Term. To the extent the applicable taxing authority provides a separate tax bill for the Grantee Taxes to Grantee, Grantee shall pay such Grantee Taxes directly to the applicable taxing authorities prior to the date such Grantee Taxes become delinquent. If a separate tax bill for the Grantee Taxes is not provided to Grantee, Grantee shall pay the Grantee Taxes within forty-five (45) days following receipt of written demand from Owner of the amount of the Grantee Taxes with a copy of the applicable tax bill. Both Parties shall pay their respective tax bills when due and if either Party fails

to make such payments when due, then the other Party may, but shall not be obligated to, pay the taxing authorities the entire amount due on the tax bill, including any interest and/or penalties and obtain reimbursement for such amount paid on behalf of such Party with interest or penalties; provided however if penalties and interest are incurred as a result of any failure or omission on Grantee's part, then Grantee shall be responsible for the same. If Grantee pays taxes, assessments, and/or real property taxes on behalf of Owner that are Owner's obligation hereunder, Grantee may offset the amount of such payments against amounts due Owner under this Agreement.

- 7.5. Grantee's obligations under this Agreement are subject to Grantee's right to contest the same as hereinafter provided. Grantee shall have the right, in its sole discretion and at its sole cost and expense, to contest by appropriate legal proceedings (which may be brought in the name(s) of Owner and/or Grantee where appropriate or required), the validity or amount of any assessments or taxes for which Grantee is responsible under this Agreement.

8. Indemnities

- 8.1. Indemnity by Grantee. **GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER AND OWNER'S AFFILIATES (DEFINED BELOW), SUCCESSORS AND ASSIGNS AND ALL SUCH PARTIES' MEMBERS, PARTNERS, ELECTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, FAMILY MEMBERS, LICENSEES AND INVITEES (COLLECTIVELY, THE "OWNER PARTIES" OR AN "OWNER PARTY") FROM AND AGAINST LOSSES, LIABILITIES, DAMAGES, COSTS, CLAIMS, SUITS AND CAUSES OF ACTION (INCLUDING LOSSES OR CLAIMS FOR PERSONAL INJURIES OR DEATH AND PROPERTY DAMAGE AND INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION) (COLLECTIVELY, "LOSSES"), IN EACH CASE, TO THE EXTENT ARISING OUT OF ANY ACTIONS OF GRANTEE OR GRANTEE'S AFFILIATES, OR SUCH PARTIES' STOCKHOLDERS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR INVITEES ON, OR USE OR OPERATION OF, THE PROPERTY DURING THE LEASE TERM, INCLUDING ANY CONSTRUCTION OR OPERATION OF THE PROJECT FACILITIES OR OTHER IMPROVEMENTS PLACED ON THE PROPERTY BY GRANTEE (ALL SUCH LOSSES FOR WHICH GRANTEE IS OBLIGATED TO INDEMNIFY THE OWNER PARTIES ARE COLLECTIVELY REFERRED TO AS THE "OWNER LOSSES"). NOTWITHSTANDING THE FOREGOING, ANY OWNER LOSSES FOR WHICH GRANTEE IS OBLIGATED TO INDEMNIFY ANY OWNER PARTY UNDER THIS AGREEMENT SHALL BE REDUCED BY ANY INSURANCE PROCEEDS ACTUALLY RECOVERED BY SUCH OWNER PARTY FOR SUCH OWNER LOSSES. GRANTEE SHALL IN NO CASE BE LIABLE FOR LOST BUSINESS OPPORTUNITIES, LOST PROFITS, OR ANY OTHER SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM THE CONDUCT OF GRANTEE'S PROJECT ACTIVITIES OR**

OTHERWISE AS A RESULT OF ANY EXERCISE BY GRANTEE OF ITS RIGHTS UNDER THIS AGREEMENT.

“Affiliate” for purposes of this Agreement means any person or entity which directly or indirectly controls, or is under common control with, or is controlled by, Grantee or Owner (as applicable). As used in this definition, “control” (including, “controlled by” and “under common control with”) means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interests, by contract or otherwise); any person or entity which owns directly or indirectly ten percent (10%) or more of the securities having ordinary voting power for the election of directors or other governing body of an entity will be deemed to control such entity.

8.2. INTENTIONALLY DELETED

8.3. No Consequential Damages. NEITHER OWNER NOR GRANTEE SHALL BE ENTITLED TO, AND EACH OF OWNER AND GRANTEE HEREBY WAIVE, ANY AND ALL RIGHTS TO RECOVER (FOR THEMSELVES AND FOR ANY PERSON CLAIMING BY OR THROUGH OWNER OR GRANTEE) ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, INCLUDING LOST PROFITS OR LOSS OF BUSINESS, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT, OR THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, EVEN IF THE PARTIES HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGE(S).

9. Grantee’s Representations, Warranties and Covenants.

Grantee represents, warrants and covenants to Owner that:

9.1. Insurance. Grantee shall maintain or procure to be maintained during the Development, Construction and Operation Term a public liability policy that insures (including Owner as additional insured) against any damages caused to third parties derived from Grantee’s activities. The following insurances shall be procured by Grantee:

(a) General comprehensive liability insurance, written on an occurrence basis, with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, insuring against any damages caused to third parties derived from Grantee Project Activities, including without limitation, coverage for contractual liability and broad form property damage, with respect to the Property. The Owner must be included as an additional insured, with respect to the responsibilities that may be required of them for the Grantee Project Activities under the Agreement, without losing their status as a third party.

(b) During the construction of the Project Facilities, Grantee shall also require the construction manager or general contractor to maintain (i) for the benefit of Grantee and Owner, as additional insured, commercial general liability insurance,

including products and completed operations coverage against any claims for bodily injury, death, property damage occurring upon, in or about the Property for at least One Million Dollars (\$1,000,000.00); (ii) worker's compensation in amounts required by statute; (iii) employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000.00), and (iv) automobile liability insurance, including the ownership, maintenance, and operation of any automotive equipment, owned, hired, or non-owned in an amount not less than One Million (\$1,000,000.00) combined single limit;

The following conditions shall apply to the insurance policies required herein:

Grantee shall provide certificates to Owner evidencing the insurance coverage required to be carried hereunder. The certificate shall include a provision requiring thirty (30) day's written notice to Owner by certified mail of any cancellation, material change, or reduction in coverage.

- (i) All insurance shall be issued by insurers authorized to transact insurance business in the State of Texas and having an A+ or better financial rating from a recognized insurance accreditation institution (such as A.M. Best Company).
- (ii) The coverage amounts set forth above may be met by any combination of underlying and umbrella policies so long as the limits in combination equal or exceed those required herein.
- (iii) Grantee's failure to obtain, procure or maintain the required insurance shall constitute a material breach of this Agreement.
- (iv) Grantee's obligations to hold harmless and indemnify Owner shall not be limited by the requirement for, or existence of, insurance coverage.

9.2. Requirements of Governmental Agencies. Grantee, at its sole cost and expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, rules and regulations of any governmental agency applicable to the Project Facilities. Grantee shall have the right in its sole discretion and cost, to contest by appropriate legal proceedings, brought in the name of Grantee or in the names of both Grantee and Owner, the validity or applicability to the Property or Project Facilities of any law, ordinance, statute, order, regulation, property assessment or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall fully cooperate in such contest, so long as Grantee pays for all of Webb County expenses including attorney fees incurred in such contest and cooperation. Any such contest or proceeding, including any maintained in the name of Owner, shall be controlled and directed by Grantee and at no cost to Owner, but Grantee shall protect Owner from Grantee's failure to observe or comply during the contest with the contested law, ordinance, statute, order, regulation or property assessment.

9.3. Liens. Grantee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to the

Property for Grantee's use or benefit; provided, however, that if such a lien against the Property does arise, Grantee has a right to contest such lien and Grantee, within sixty (60) days after it receives notice of the filing of such lien, either bonds around such lien or establishes appropriate reserves therefore, or, otherwise, removes such lien from the Property pursuant to applicable law, in which case Grantee shall not be deemed to have breached this Section 9.3. In connection with the foregoing, Grantee agrees to indemnify, save, defend, and hold harmless the Owner against, of and from all costs, liabilities, suits penalties, claims and demands, including reasonable counsel fees, resulting therefrom. Nothing in this Section 9.3 or this Agreement shall be construed to prohibit Grantee from granting one or more liens on all or any portion of Grantee's right, title or interest under this Agreement as security for the repayment of any indebtedness and/or the performance of any obligation relating in whole or in part to any of the Solar Energy Projects.

9.4. Hazardous Materials. Grantee shall not violate, and shall indemnify Owner against any violation by Grantee or any Grantee Party, 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 substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations (each such substance, material and waste "**Hazardous Materials**") in, on, under or about the Property. In conformance with the requirements of applicable law, Grantee shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials by Grantee or any Grantee Parties in, on, under, or about the Property.

(a) Indemnity for Hazardous Materials. GRANTEE FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD THE OWNER HARMLESS FROM AND AGAINST ANY AND ALL COST, EXPENSES, LIABILITIES, AND OBLIGATIONS OF ANY KIND ARISING IN ANY MANNER IN CONNECTION WITH: (A) THE PRESENCE OR EXISTENCE IN, ON, AT, OR UNDER THE PROPERTY OF ANY "HAZARDOUS SUBSTANCES" BROUGHT ONTO THE PROPERTY BY GRANTEE, ITS SERVANTS, AGENTS, EMPLOYEES, GUESTS, LICENSEES, INVITEES, OR INDEPENDENT CONTRACTORS ON THE PROPERTY; (B) ANY ACTIVITY OF GRANTEE OR ANYONE ACTING ON BEHALF OF GRANTEE RELATED TO HAZARDOUS MATERIALS, INCLUDING BUT NOT LIMITED TO MANUFACTURING, STORAGE, DISPOSAL, TREATMENT, REMEDIATION, OR ANY ACTUAL OR THREATENED RELEASE, SPILL, OR EMISSION OCCURRING DURING THE TERM OF THIS AGREEMENT; OR (C) THE FAILURE OF GRANTEE OR ANYONE ACTING ON BEHALF OF GRANTEE TO COMPLY WITH ALL LAWS, ORDINANCES, AND REGULATIONS AND WITH ANY AGREEMENTS, JUDGMENTS, ORDERS, AND DECREES THAT GRANTEE MAY BE SUBJECT TO, NOW OR HEREAFTER ENACTED, PROMULGATED, OR AMENDED, HEREINAFTER COLLECTIVELY REFERRED TO AS ENVIRONMENTAL REQUIREMENTS, RELATING TO POLLUTION, THE PROTECTION OF HUMAN HEALTH AND SAFETY, NATURAL RESOURCES, OR THE

ENVIRONMENT, THE REGULATION OF OIL, GAS, OR OTHER MINERAL EXPLORATION, PRODUCTION, OR TRANSMISSION, OR THE REGULATION OR REMEDIATION OF CHEMICALS, CONTAMINANTS, INDUSTRIAL, OR TOXIC MATERIALS AND HAZARDOUS MATERIALS. THIS INDEMNITY SHALL EXPRESSLY SURVIVE THE TERMINATION OF THIS AGREEMENT OR THE EXPIRATION OF THE TERM OF THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE INDEMNIFICATION PROVIDED IN THIS SECTION SHALL SPECIFICALLY COVER COSTS, INCLUDING CAPITAL, OPERATING, AND MAINTENANCE COSTS, INCURRED IN CONNECTION WITH ANY INVESTIGATION OR MONITORING OF SITE CONDITIONS, ANY CLEANUP, CONTAINMENT, REMEDIAL ACTION, REMOVAL, OR RESTORATION WORK REQUIRED OR PERFORMED BY OR FOR ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF THE RELEASE BY GRANTEE OR ANYONE ACTING ON BEHALF OF GRANTEE, OF ANY HAZARDOUS MATERIAL COVERED BY ANY ENVIRONMENTAL LAW IN OR INTO THE AIR, SOIL, GROUND WATER, OR SURFACE WATER AT, ON, ABOUT, UNDER, OR WITHIN THE PROPERTY OR ANY PORTION THEREOF, OR ELSEWHERE CAUSED BY OR ARISING OUT OF OPERATIONS CONDUCTED BY OR FOR GRANTEE ON THE PROPERTY, AND ANY CLAIMS OF THIRD PARTIES FOR LOSS OR DAMAGE DUE TO SUCH HAZARDOUS MATERIALS.

Hazardous Substance as used in this Agreement means any substance, material or waste which is or becomes regulated by the United States government, the State of Texas, or any local or other governmental authority, including any material, substance or waste which is (i) defined as "Hazardous Materials" or "Hazardous Substances" shall include, but not be limited to, substances defined as "extremely hazardous substances", "hazardous substances", "hazardous materials", "hazardous waste" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601, et seq., the Hazardous Materials Transportation Uniform Safety Act of 1990, as amended, 49 U.S.C. sections 5101, et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. sections 6901, et seq.; or (ii) any other substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any governmental requirements is defined as "hazardous" or is harmful to the environment or capable of posing a risk of injury to public health and safety. "Hazardous Substances" do not include materials customarily used in the construction, development, operation or maintenance of real estate, provided such substances are used in accordance with all laws.

- (1) Grantee covenants and agrees during its tenancy under the Agreement to (a) comply with all applicable Environmental Requirements relating to the Property and the use and operation of the Property and not engage in or permit others to engage in any activity in violation of any applicable Environmental Requirements; (b) promptly comply with any Environmental Requirements requiring the remediation, abatement, removal, treatment, or disposal of Hazardous Materials; and (c) cause any party who uses the Property to comply with this paragraph. Grantee further covenants not to allow

the presence on the Property of any Hazardous Materials except in quantity and manner that is consistent with the permitted uses of such Property under this Agreement.

- (2) If the Grantee defaults in the performance of any covenant set forth in this Section 9.4, the Owner shall have the right, but not the obligation, to perform the actions that Grantee has failed to perform, and Grantee hereby grants Owner a license for access to the Property for such purposes.
- (3) All costs incurred or suffered by Owner in enforcing this Section 9.4 or as a result of a default by Grantee under the provisions in this paragraph or in connection with the performance by Owner of the work described in this paragraph shall be payable to Owner by Grantee upon demand.

9.5. Fences and Security Measures. Owner authorizes Grantee to take reasonable safety measures to reduce the risk of damage to the Project Facilities or the risk that the Project Facilities will cause damage, injury or death to people, livestock, other animals and property. Grantee shall construct fencing around the Project Facility (which may encompass the entire Property) and take other security precautions if it is determined by Grantee, in its sole discretion, that such security measures will reduce such risks of damage, death or injury. The expense for any and all fencing constructed by Grantee, or other security measures taken by Grantee, shall be borne solely by Grantee. Further, Grantee shall maintain adequate gates or cattle guards where existing fences are crossed. In the event Grantee shall be required to cut any of the fences of Owner, it is agreed that prior to cutting any such fences, Grantee shall brace the existing fence adequately. In bracing such fence, it is provided that Grantee shall set not less than eight (8) nine-foot (9') posts, with not less than six-inch (6") tops, each buried four feet (4') into the ground with four (4) posts on each side of the proposed cut, the posts to be properly braced with horizontal braces and wired so that when the fence is cut there will be no slackening of the wires. If Grantee shall elect to maintain an opening in any of the fences of Owner, Grantee shall be obligated to install a good and substantial metal gate capable of turning cattle in such opening, and Grantee shall keep such gate securely locked at all times when not in actual use. Grantee shall close all openings and all outside fences and shall restore such fences to their original condition. Notwithstanding anything herein, a) Grantee shall not be required to replace fencing, gates or cattle guards where they would interfere with the Project Facilities and b) where Grantee is required to replace, maintain, or brace any fencing, gates, or cattle guards pursuant to this Section 9.5, Grantee shall not be required to replace or brace to a standard higher than what existed immediately prior to Grantee's action that caused the need for such repair or bracing.

9.6. Grantee shall make good faith efforts to consult with Owner on its site development plan prior to construction of Project Facilities, including roads and electric power lines, provided that Grantee's design, siting decisions, methods of construction, and all other matters related to the Project Facilities on the Property, shall be in Grantee's sole and absolute discretion and may not be prevented or delayed by Owner, provided that such items are in compliance with the terms of this Agreement and otherwise comply with applicable laws and regulations.

- 9.7. Property Condition Upon Construction and During Operation of Project Facilities. When Project Facilities are being constructed, Grantee shall accept the general obligation to construct its facilities (Project Facilities) using erosion control devices, terraces, and detention ponds to the degree necessary to control storm water and erosion, whether occurring within the Project Facility or on surrounding lands. This obligation shall include the institution by Grantee of a Storm Water Pollution Prevention Plan ("SWPPP"). Grantee will indemnify Owner for all property damage caused by construction of Project Facilities that result of real property damage to neighboring lands. After the construction of the Project Facilities, Grantee will remove any construction debris and will restore the portion of the Property which is released to Owner and is therefore no longer a part of the Property, to substantially the same condition that such portions of the Property were in prior to the construction of the Project Facilities. Grantee is prohibited from hunting, carrying firearms, alcohol, or drugs on the leased premises.
- 9.8. No Representation. Other than those representations and warranties expressly set forth in this Section 9, Grantee has neither made, nor makes, any representations or warranties, verbally, in any estimates, in this Agreement or otherwise, concerning the likelihood that Grantee will install Project Facilities on the Property. The decision as to whether or not to install Project Facilities on the Property shall be made by Grantee in Grantee's sole discretion, and Grantee shall have no liability to Owner if Grantee elects not to install Project Facilities on the Property.

10. Owner's Representations, Warranties and Covenants.

Owner represents, warrants and covenants as follows:

- 10.1. Owner's Authority. To the best of Owner's knowledge, Owner is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Grantee the rights granted under this Agreement; to the extent Owner does not have such right, Owner will reimburse to Grantee payments made to Owner hereunder to the extent costs are incurred by Grantee to obtain the necessary approval(s). Each person signing this Agreement on behalf of Owner is authorized to do so, and all persons having any ownership interest in the Property are signing this Agreement as Owner. When signed by Owner, this Agreement constitutes a valid and binding Agreement enforceable against Owner in accordance with its terms.
- 10.2. No Interference. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, impede or interfere with: (a) any Project Activities; and (b) the maintenance or operation of the Project Facilities.

Without limiting the generality of the foregoing, Owner shall not:

- (i) disturb or interfere with the sunshine or solar radiation or sunshine or solar radiation direction over the Property, and shall not construct, or permit to be constructed on any part(s) of the Property within fifty (50) feet from the perimeter

of the fence(s) surrounding Generating Units (“**Protected Area**”) any structure that could adversely affect insolation levels on the Property;

- (ii) prevent Grantee from (at Grantee’s sole cost and expense) preventing the growth of foliage (or removing foliage) within the Protected Area that could adversely affect insolation levels on the Property;
- (iii) emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments from a source owned or controlled by Owner within five hundred (500) feet of the Property;
- (iv) burn garbage, plants, shrubs, or yard trimmings or other vegetation that could adversely affect insolation levels on the Property on land owned by Owner within five hundred (500) feet of the Property;
- (v) in any way challenge the location of any of the Project Facilities during the Lease Term.

Owner shall comply with all warning signs and safety related written instructions published, posted, or disseminated by Grantee and remain at a safe distance from all Project Facilities.

Owner acknowledges that the lease of the Property to Grantee is on an exclusive basis for Solar Project, and after the Construction Commencement Date, Owner shall not have any right to use or enter the part(s) of the Property which is fenced or that will be fenced by Grantee. During the Lease Term, without the prior written consent of Grantee, which consent may be granted or withheld in Grantee’s sole and absolute discretion, Ownershall not grant to any party any rights in the Property that is fenced or will be fenced by Grantee, or waive any right available to Owner related to the use of the Property if such grant or waiver would detrimentally affect the Project Activities. Owner shall give Grantee notice of any claims by any third party claiming an interest or right in the Property and cooperate with Grantee in resisting and disputing such claims.

- 10.3. Ownership and Mineral Estate. This Agreement is subject to any and all existing mineral reservations and mineral leases and easements granted by Landowner or its predecessors-in-interest (to the extent a notice of which is filed of record in the county records as of the Effective Date), which cover some or all of the Property described in Exhibit A as of the Effective Date. To the best of Owner’s knowledge, Owner owns all of the subsurface oil, gas and other minerals in, on, under or that may be produced from the Property below a depth of five hundred (500) feet (collectively, the "**Mineral Rights**"). Except as to all existing mineral reservations and mineral leases and easements granted by Landowner or its predecessors-in-interest (to the extent a notice of which is filed of record in the county records as of the Effective Date), Owner hereby expressly releases and waives, on behalf of itself and its successors and assigns, all rights of ingress and egress to enter upon the surface of the Property, and the area located between the surface and five hundred (500) feet beneath the surface of the Property, for purposes of exploring for, developing, drilling, producing, transporting, or any other purposes incident to the development or

production of the oil, gas or other minerals pursuant to the reservation contained in this Agreement. The foregoing provision shall be a covenant running with the land binding upon any party owing any interest in, or rights to develop or use the Mineral Rights herein reserved by Owner. However, nothing herein contained shall be construed to prevent Owner, its successors and assigns from obtaining the oil, gas and other minerals by directional drilling under the Property from well sites located on tracts outside of the Property (or located on the Reserved Mineral Tract which may be inside or outside of the Property as described in Section 3.2 above) and provided such directional drilling is located at a minimum depth of five hundred (500) feet below the surface of the Property. The provisions hereof shall be binding upon and inure to the benefit of Owner and Grantee and their respective successors and assigns. Subsequent to the execution of this Agreement by the Parties, Owner agrees to execute and deliver to Grantee a recordable document containing the terms of this waiver of rights, in substantially the form attached hereto as Exhibit B, and Grantee shall have the right to record such document in the real property records of the County. Further, to the extent that Owner (and or its predecessor(s) in interest) leased the Mineral Rights before the Effective Date to a lessee(s) (each a "**Mineral Rights Lessee**") and such lease is still in effect, Owner shall cooperate with Grantee but Grantee shall be ultimately responsible in obtaining an accommodation agreement(s) from such Mineral Rights Lessee(s). Further all accommodation agreement(s) shall contain an indemnity provision indemnifying Webb County from any and all claims and/or lawsuits brought about by such Mineral Lessee(s) regarding said accommodation agreement(s). Grantee and Owner shall work together with the Mineral Rights Lessee to (i) locate and define potential drill pad locations, and (ii) enter into a binding agreement (a) limiting Mineral Rights production to such drill pads, (b) providing for ingress and egress to such drill pads by such Mineral Rights Lessee on roads which may go through the Property as identified in advance of the Construction Commencement Date as set forth in Section 3.2 above, (c) providing for the waiver of surface rights contemplated above, and (d) providing for mutual indemnification between such Mineral Rights Lessee(s), Owner, and Grantee in connection with their respective activities.

- 10.4. Liens. Except as set forth on Exhibit C hereto, as of the Effective Date, there are no liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions (collectively, "**Liens**") encumbering or affecting all or any portion of the Property. Owner shall not, without the prior written consent of Grantee, create or permit to be created or to remain, any liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions with respect to the Property or any part thereof. Any such rights granted without Grantee's consent are void ab initio.
- 10.5. No Third Party Rights. To the best of Owner's knowledge and except as set forth on Exhibit C hereto, there are no currently existing options, rights of refusal, sales contracts, mineral rights requiring substantial use of the surface or other rights in favor of any third parties relating to the Property or any interest therein ("**Third Party Rights**"), that could materially interfere with the development, construction, installation, maintenance or operation by Grantee of Solar Energy Projects or that allow any party other than Grantee to exploit the Solar Rights, develop a solar energy project or that could adversely affect Grantee's use of the Property or obtaining the benefits intended under this Agreement. For the avoidance of doubt, the preceding portions of this paragraph are not intended to

apply to situations in which the mineral estate is not owned, leased or controlled by Owner.

- 10.6. Treatment of Liens; Third Party Rights. If at any time during the Lease Term, any Lien or any Third Party Right is found, exists or is claimed to exist against the Property or any portion thereof, that creates rights superior to those of Grantee, and Grantee determines that the existence, use, operation, implementation or exercise of such Lien or such Third Party Right could reasonably be inconsistent with or delay, interfere with, impair or prevent the exercise of any of Grantee's rights under this Agreement or the financing of the Project, Grantee shall be entitled to seek to obtain a Subordination and Non-Disturbance Agreement (defined below) from the holder of such Lien or such Third Party Right, and Owner shall use best efforts in helping Grantee obtain the same at no out of pocket expense to Owner.

Owner agrees that any right, title or interest created by Owner from and after the Effective Date in favor of or granted to any third party shall be subject and subordinate to (i) this Agreement and all of Grantee's rights, title and interests created in this Agreement, and (ii) any and all documents executed or to be executed by and between Grantee and Owner in connection with this Agreement.

A "**Subordination and Non-Disturbance Agreement**" shall mean an agreement between Grantee and the holder of a Lien or a Third Party Right that provides that the holder of such Lien or such Third Party Right (i) subordinates such Lien or such Third Party Right to Grantee's interest under this Agreement, (ii) agrees not to disturb Grantee's possession or rights under this Agreement, (iii) agrees to provide notice of defaults under the Lien or Third Party Right documents to Grantee and agrees to allow Grantee and its lenders a reasonable period of time following such notice to cure such defaults on behalf of Owner, and (iv) agrees to comply with such other requirements as may be reasonably required by Grantee or its lenders to ensure the interests of Grantee or its lenders are not interfered with. All Subordination and Non-Disturbance Agreements obtained pursuant to this Section 10.6 shall be in a form reasonably acceptable to Grantee and Grantee's lenders or other financial parties, if any, and shall be in a form that may be recorded following their execution.

- 10.7. Hazardous Materials. To the best of Owner's knowledge, as of the Effective Date, there are no Hazardous Materials located on the Property and the Property has not been used for the generation, treatment, storage or disposal of Hazardous Materials, no underground storage tanks have ever been located on the Property nor are any underground storage tanks presently located on the Property. So long as this Agreement is in place Owner shall not violate, 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, in, on, or about the Property, including without limitation any such violation which may have occurred by Owner or any other person prior to the Effective Date.
- 10.8. No Litigation. Owner is not a party to any, and there are no pending or threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or

regulatory investigations of any kind or nature whatsoever against Owner (i) challenging the validity or propriety of this Agreement, and/or transactions contemplated in this Agreement or (ii) which could reasonably be expected to have a material adverse effect on the ownership or operation of the Property or any part thereof or interest therein.

- 10.9. Consents. Owner shall reasonably cooperate with Grantee in the execution and delivery of such consents, estoppel certificates and other documents as a Mortgagee (as defined in Section 12.1), power purchaser, tax equity investor, buyer or title insurance company (collectively “Requestor”) may request, including, any instruments required to evidence such Requestor’s rights under this Agreement.
- 10.10. Requirements of Governmental Agencies. Owner shall assist and fully cooperate with Grantee, so long as Owner is reimbursed for its out-of-pocket expenses, in assisting Grantee in complying with or obtaining any land use permits and approvals, change of zoning, building permits, development permits, construction permits, subdivision and platting permits, environmental impact reviews or any other approvals required for the financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Solar Energy Projects (collectively the “Permits”), including execution of applications for such approvals. Owner consents to and authorizes Grantee to sign and file Permits on Owner’s behalf so long as Owner is given a copy of the Permits at least ten days prior to such execution and Owner does not give notice within that ten days that Owner believes a portion of such Permit is inaccurate.
- 10.11. Estoppel Certificates. Within ten (10) days of a written request from Grantee or from any existing or proposed Requestor, Owner shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement); (b) certifying that to the best of Owner’s knowledge there are no uncured events of default under this Agreement (or, if any uncured events of default exist, stating with particularity the nature thereof) and (c) containing any other certifications as may reasonably be requested.
- 10.12. Confidentiality. Owner shall maintain in the strictest confidence, for the benefit of Grantee, all solar data, all information pertaining to the financial terms of or payments under this Agreement, Grantee’s site or product design, methods of operation, methods of construction, power production or availability of the Project Facilities, and the like, whether disclosed by Grantee, or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or any Owner Party, (ii) was already known to Owner at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity, or (iii) is required to be disclosed by Owner pursuant to Texas Government Code Chapter 553 (Public Information Act). Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Grantee. Notwithstanding the foregoing, Owner may disclose such information to Owner’s lenders, attorneys, accountants and other personal advisors; any prospective purchaser of the Property; or pursuant to lawful process, subpoena or court order; provided Owner in making such disclosure advises the party receiving the

information of the confidentiality of the information and makes a reasonable effort to ensure the continuing confidentiality of the information.

- 10.13. Road Use. Grantee may use any existing roads on the Property for all purposes under this Agreement; however, prior to the Construction Commencement Date, Grantee is responsible for any degradation of existing roads by Grantee's use of said roads and agrees to repair said roads at Grantee's sole cost and expense. Further, prior to the Construction Commencement Date, Grantee shall have an obligation to coordinate road maintenance activities with existing road users and existing lessees, tenants, and easement holders. After the Construction Commencement Date, Owner acknowledges Grantee shall, at Grantee's sole cost and expense, be entitled to remove roads, construct roads, culverts, bridges and related improvements on the Property, and to remove, improve and upgrade any roads, culverts, bridges and related improvements from time to time existing on the Property. Grantee shall have the right to remove fences, gates, cattle guards and any other improvements on structures on the Property which interfere with Grantee's operations. If new roads are necessary, any roadway to be built by Grantee on the Property shall be repaired and maintained in good, all-weather condition at all times during the term of this Agreement at Grantee's sole cost except as otherwise provided elsewhere within. Such roads shall be built so as to provide a crown at the center and incorporate appropriate water turnouts and culverts to prevent erosion. Grantee shall, at its expense except as otherwise provided elsewhere herein, maintain dust control measures on roads which are inside the Property as it deems necessary to prevent dusting of its solar panels. Grantee shall be responsible for all damages caused by the stoppage or obstruction of the natural flow of water and drainage on the Property at any time caused or contributed to by Grantee or its agents, representatives, employees, guests, licensees, invitees, or contractors during the existence of this Agreement. Grantee shall be responsible for any roads built on the Property.
- 10.14. Water. Grantee, with Owner's written consent and at an agreed upon fee not to exceed the lowest price paid for commercial users of water in the county for each barrel of water produced, may utilize water available from existing water wells on the Property, only to the extent owned or controlled by Owner, for use related to Project Activities. Grantee may, at Grantee's sole cost and expense, drill such new water wells on the Property (to the extent water rights are held or controlled by Owner) as it concludes are necessary for the Project Activities. Grantee will be responsible for metering, maintenance, and any liability from the drilling of any new water wells. All water well drilling activities and use must comply with applicable law and permitting requirements. Upon expiration or termination of this Agreement, Grantee shall not remove any drilled water wells then existing on the Property and transfer to Owner all associated permits to such water wells.
- 10.15. No CRP. Owner is not a party to (a) a Conservation Reserve Program contract with the U.S. Department of Agriculture pursuant to 7 C.F.R. Part 1410, (b) a Conservation Reserve Enhancement or similar conservation/cost sharing contract with the Soil and Water Conservation Service or Natural Resources Conservation Service, or (c) any correlative state program regarding the Property.

- 10.16. Title Report. Grantee shall have the right to obtain, at Grantee's sole cost and expense, a current title report relating to the Property to determine the condition of Owner's title and all of the recorded rights of way and easements benefiting or encumbering the Property. Owner will cooperate to provide all documents in its possession which may be requested by the Title Company for the purpose of issuing a title policy.
- 10.17. Quiet Enjoyment. Owner covenants and warrants that Grantee shall peacefully hold and enjoy all of the rights granted by this Agreement for the entire Lease Term without hindrance or interruption by Owner or any other person or entity, subject to the terms of this Agreement.
- 10.18. Utilities. Grantee shall be solely responsible for and promptly pay for all electric, telecommunications, and any other utility services used by the Project Facilities or Grantee on the Property. Grantee shall cause all accounts for utilities used or consumed in or about the Property in connection with the Project, if any, to be placed in the name of Grantee. Grantee shall be entitled to take any steps or actions necessary to connect with local or nearby utility companies for the provision of electric, telecommunications, or any other utility services for use related to the Project.

11. Assignment; Right to Encumber.

- 11.1. Assignment by Grantee. Provided no material uncured Event of Default exists in any Grantee obligation under this Agreement, Owner hereby consents and grants to Grantee the right, on an exclusive or non-exclusive basis, to grant, sell, lease, convey or assign all or a portion of Grantee's interest in the Agreement (collectively "**Assignment**") to one or more persons or entities (collectively "**Assignee**"). No Owner consent shall be required for any change in ownership of Grantee however, written notice shall be provided by Grantee as to any change in Ownership of Grantee. Owner further hereby consents and grants to Grantee the right, on an exclusive or non-exclusive basis, to encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion of Grantee's right, title or interest under this Agreement and/or in any Project Facilities to any Mortgagee as security for the repayment of any indebtedness and/or the performance of any Mortgage. If any additional consent is needed, Ownershall not unreasonably withhold, condition, or delay its consent to any assignment that is not allowed by the preceding portions of this Section 11.1. All Assignees shall be subject to all of the obligations, covenants and conditions applicable to the Grantee under this Agreement. Upon Grantee's assignment of its entire interest under this Agreement as to all or any portion of the Property, or as may otherwise be provided in the applicable grant, sale, lease, conveyance or assignment document, Grantee shall promptly notify Owner in writing of any assignment and shall provide Owner with the identity and contact information of the Assignee; Owner shall recognize the Assignee as Grantee's proper successor; the Assignee shall have all of the assigned rights, benefits and obligations of Grantee under and pursuant to this Agreement; and Grantee shall be relieved of all of its obligations relating to the assigned interests under this Agreement that relate to acts or omissions which occur or accrue following the effective date of such grant, sale, lease, conveyance or assignment as long as Grantee is not in default under any payment obligation pursuant to the lease.

- 11.2. Notice to Owner. Following an assignment or the granting of a Mortgage as contemplated by Section 11.1, Grantee or the Mortgagee will give written notice of the same (including the address of the Mortgagee for notice purposes) to Owner; provided, however, that the failure to give such notice shall not constitute a default but rather shall only have the effect of not binding Owner hereunder with respect to such Mortgagee until such written notice is given. Any Assignment by Grantee of its interests in this Agreement shall release Grantee from all obligations accruing after the date that liability for such obligations is assumed by Assignee. If Grantee ever has one or more tax equity investors (“**Tax Equity Investor**”) as part of its ownership structure, Grantee shall give written notice of the Tax Equity Investor and its address to Owner; provided, however, that the failure to give such notice shall not constitute a default but rather shall only have the effect of not binding Owner hereunder with respect to such Tax Equity Investor until such written notice is given. As a precondition to exercising any rights or remedies as a result of any alleged default by Grantee or Assignee, Owner shall give written notice of the default to each Tax Equity Investor concurrently with delivery of such notice to Grantee or Assignee, as applicable, specifying in detail the alleged event of default; provided however that Grantee shall have provided Owner with a current address for Tax Equity Investor notice is given.
- 11.3. Assignments by Owner. The burdens of this Agreement and other rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the duration of this Agreement and shall be binding upon and against Owner and its successors and assigns. Owner shall notify Grantee in writing of any sale, assignment or transfer of any of Owner’s interest in the Property, or any part thereof. Until such notice is received, Grantee shall have no duty to any successor owner, and Grantee shall not be in default under this Agreement if it continues to make all payments to the original Owner before notice of sale, assignment or transfer is received. Owner agrees it will not assign the rights to payments due to Owner under this Agreement except to a successor owner of the Property and, in no case, shall Owner sever or attempt to sever the Property’s solar rights or interests from the Property’s fee title or otherwise convey, assign or transfer or attempt to convey, assign or transfer this Agreement, except to a successor Owner of the Property.

12. **Mortgagee Protection.**

Any Mortgagee of the Property, or any portion of the Property, shall, for so long as its Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the following protections, upon delivery to Owner of notice of its name and address:

- 12.1. Mortgagee’s Right to Possession, Right to Acquire and Right to Assign. A Mortgagee shall have the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the leasehold estate by any lawful means; (c) to take possession of and operate the Property or any portion thereof and to perform all obligations to be performed by Grantee or Assignee under this Agreement, or to cause a receiver to be appointed to do so; and (d) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold estate to a third party. Owner’s consent shall not be required for (a) the pledge, mortgage or hypothecation of

Grantee's rights in the Agreement, the Project Facilities, or Grantee or (b) the acquisition of Grantee's or Assignee's leasehold estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure. As used in this Lease, (i) the term "**Mortgagee**" means any financial institution or other person or entity that from time to time provides secured financing for or otherwise encumbers some or all of Grantee's or an Assignee's interest in the Agreement or Project Facilities, collectively with any security or collateral agent, indenture trustee, loan trustee, tax equity investor or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns, (ii) the term "**Mortgage**" refers to the mortgage, deed of trust or other security interest in this Agreement and/or the Project Facilities given to a Mortgagee in connection with such financing and (iii) the term "**Mortgaged Interest**" refers to the interest in this Agreement and/or the Project Facilities, that is held by the Mortgagee.

12.2. Notice of Default: Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by Grantee or Assignee, Owner shall give written notice of the default to each Mortgagee concurrently with delivery of such notice to Grantee or Assignee, as applicable, specifying the alleged event of default; provided however that such Mortgagee shall have provided Owner with its current address. In the event the Owner gives such a written notice of default, the following provisions shall apply:

12.2.1. A "**Monetary Default**" means failure to pay when due any Rent or other monetary obligation of Grantee or Assignee to Owner under this Agreement; any other event of default is a "**Non-Monetary Default.**"

12.2.2. The Mortgagee shall have the same period after receipt of notice of default to remedy the default, or cause the same to be remedied, as is given to Grantee or Assignee, plus, in each instance, the following additional time periods: (i) sixty (60) days after receipt of the notice of default in the event of any Monetary Default; and (ii) ninety (90) days after receipt of the notice of default in the event of any non-monetary default, provided that such period shall be extended for the time reasonably required to complete such cure, including the time required for the Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Mortgagee acts with reasonable and continuous diligence. The Mortgagee shall have the absolute right to substitute itself for Grantee or any Assignee and perform the duties of Grantee or any Assignee under this Agreement for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of the Grantee or any Assignee. Owner shall not terminate this Agreement prior to expiration of the cure periods available to a Mortgagee as set forth above or as provided under Section 11 above.

- 12.2.3. During any period of possession of the Mortgaged Interest by a Mortgagee (or a receiver requested by such Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Mortgagee, the Mortgagee shall pay or cause to be paid the Rent and all other monetary charges payable by Grantee or any Assignee under this Agreement which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Grantee's or any Assignee's Mortgaged Interest by the Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Mortgagee or party acquiring title to the Mortgaged Interest shall, as promptly as reasonably possible, commence the cure of all defaults under this Agreement and thereafter diligently process such cure to completion, whereupon Owner's right to terminate this Agreement based upon such defaults shall be deemed waived; provided, however, the Mortgagee or party acquiring title to the Mortgaged Interest shall not be required to cure those non-monetary defaults which are not capable of being cured or performed by such party ("**non-curable defaults**"). Non-curable defaults shall be deemed waived by Owner upon completion of foreclosure proceedings or acquisition of interest in this Agreement by such party.
- 12.2.4. Any Mortgagee or other party who acquires the Mortgaged Interest pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Grantee or an Assignee by this Agreement incurred or accruing after such party no longer has ownership of the leasehold estate or possession of the Property.
- 12.2.5. Neither the bankruptcy nor the insolvency of Grantee or any Assignee shall be grounds for terminating this Agreement as long as the Rent and all other monetary charges payable by Grantee or Assignee under this Agreement are paid by the Mortgagee in accordance with the terms of this Agreement.
- 12.2.6. Nothing in this Agreement shall be construed to extend this Agreement beyond the Lease Term or to require a Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Mortgagee discontinues foreclosure proceedings, this Agreement shall continue in full force and effect.
- 12.3. New Agreement to Mortgagee. If this Agreement terminates because of Grantee's or Assignee's default or if the Mortgaged Interest is foreclosed, or if this Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, then Owner shall, upon written request from any Mortgagee, enter into a new lease of the Property, on the following terms and conditions:
- 12.3.1. The terms of the new agreement shall commence on the date of termination, foreclosure, or rejection and shall continue for the remainder of the Lease Term of this Agreement, at the same rent and subject to the same terms and conditions

set forth in this Lease. Such new agreement shall be subject to all existing subleases, provided the subtenants are not then in default.

- 12.3.2. The new agreement shall be executed within thirty (30) days after receipt by Owner of written notice of the Mortgagee's election to enter a new agreement, provided said Mortgagee: (i) pays to Owner all Rent and other monetary charges payable by Grantee or Assignee, as applicable, under the terms of this Agreement up to the date of execution of the new agreement, as if this Agreement had not been terminated, foreclosed, rejected or disaffirmed; and (ii) perform all other obligations of Grantee and/or Assignee under the terms of this Agreement, to the extent performance is then due and susceptible of being cured and performed by the Mortgagee; and (iii) agrees in writing to timely perform, or cause to be performed, all non-monetary obligations which have not been performed by Grantee or any Assignee and would have accrued under this Agreement up to the date of commencement of the new agreement, except those obligations which constitute non-curable defaults as defined above; (iv) reimburses Owner for Owner's reasonable attorney fees incurred in reviewing the same. Any new agreement granted the mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrance or other interest created by Owner. At the option of the Mortgagee, the new agreement may be executed by a designee of such Mortgagee without the Mortgagee assuming the burdens and obligations of the Assignee thereunder.
- 12.3.3. If more than one Mortgagee makes a written request for a new agreement pursuant hereto, the new agreement shall be delivered to the Mortgagee requesting such new lease whose Mortgage is prior in lien, and the written request of any other Mortgagee whose lien is subordinate shall be void and of no further force or effect. Owner shall be reimbursed all reasonable expenses incurred in determining whose Mortgage is prior in lien.
- 12.4. Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the Parties agree that so long as there exists an unpaid Mortgage, this Agreement shall not be modified or amended and Owner shall not accept a surrender of the Property or any part thereof or a cancellation or release of this Agreement from Grantee or Assignee prior to expiration of the Lease Term without the prior written consent of the Mortgagee. This provision is for the express benefit of and shall be enforceable by such Mortgagee.
- 12.5. No Waiver. No payment made to Owner by a Mortgagee shall constitute an agreement that such payment was, in fact, due under the terms of this Agreement; and a Mortgagee having made any payment to Owner pursuant to Owner's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment.
- 12.6. No Merger. There shall be no merger of this Agreement, or of the leasehold estate created by this Agreement, with the fee estate in the Property by reason of the fact that this Agreement or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Property and all persons (including

Mortgagee) having an interest in this Agreement or in the estate of Owner or Assignee shall join in a written instrument effecting such merger and shall duly record the same.

12.7. Certificates and Other Documents. Landowner shall execute any estoppel certificates (certifying as to truthful matters, including without limitation that no default then exists under this Agreement, if such be the case), consents to assignment and non-disturbance agreements as Grantee or any Mortgagee may reasonably request from time to time. Landowner and Grantee shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee or any Mortgagee to implement the provisions contained in this Agreement or to preserve a Mortgagee's security interest. Grantee shall reimburse Landowner for its reasonable out-of-pocket expenses, including reasonable attorneys' fees incurred in connection with Landowner's compliance with this Section 12.7, not to exceed a cumulative total of \$5,000.00.

12.8. Further Amendments. Provided that no material default in the performance of Grantee's obligations under this Agreement shall have occurred and remain uncured after the expiration of all applicable notice and cure periods, at Grantee's request, Owner shall (a) amend this Agreement to include any provision that may reasonably be requested by an existing or proposed Mortgagee, or by any entity that is proposing to directly or indirectly acquire any Project, and (b) shall execute such additional documents as may reasonably be required to evidence such Mortgagee's or other entity's rights hereunder; provided, however, that such amendment shall not materially impair the rights of Owner under this Agreement, or extend the Lease Term of this Agreement beyond the period of time stated in Section 4. Further, Owner shall, within ten (10) days after written notice from Grantee or any existing or proposed Mortgagee, execute and deliver thereto a certificate to the effect that Owner (a) recognizes a particular entity as a Mortgagee under this Agreement and (b) will accord to such entity all the rights and privileges of a Mortgagee hereunder.

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

13. Termination.

13.1. Grantee's Right to Terminate. During the Development Term, Grantee shall have the right to terminate this Agreement as to all or any part of the Property at any time and for any reason, effective upon thirty (30) days written notice to Owner and each Mortgagee, if any, that holds an unpaid Mortgage at such time. Grantee shall pay Owner all amounts accrued under this Agreement through the date of such termination, and shall not be entitled to a reimbursement of pre-paid rent to the extent paid in advance. In the event Grantee terminates this Agreement neither Owner nor Grantee shall have any further rights, liabilities, except for the cancellation fee owned under this section, or obligations

under this Agreement except for any of same that expressly survive termination of this Agreement.

- 13.2. Owner's Right to Terminate. Except as qualified by Section 12, Owner shall have the right to terminate this Agreement if (a) a failure by default in the performance of Grantee's payment obligations under this Agreement shall have occurred and remains uncured after all applicable notice and cure periods, (b) Owner simultaneously notifies Grantee and all Mortgagees and Assignees in writing of the default, which notice sets forth the facts pertaining to the default, and (c) the default shall not have been remedied within sixty (60) days after Grantee receives the written notice, or, if such cure cannot, with the exercise of commercially reasonable diligence, be completed within such period of time, Grantee, has not begun to diligently undertake the cure within the relevant time period or to thereafter prosecute the cure to completion. Owner shall have all rights and remedies available to Owner at law and in equity (except as limited by this Agreement); provided however, that notwithstanding any other provision of this Agreement or any rights or remedies which Owner might otherwise have at law or in equity, after the Construction Commencement Date, with respect to any Non-Monetary Default under this Agreement that is not remedied within the time provided in this Agreement, Owner shall be limited to seeking damages or specific performance; and Owner shall not (and Owner waives the right to) commence any action or proceeding in which termination, cancellation, rescission or reformation of this Agreement is sought as a remedy due to a non-monetary default.).
- 13.3. Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, if so requested by Owner, Grantee shall execute and record, as soon as reasonably possible, a release to Owner of all of Grantee's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated; and shall surrender the Property or such portion thereof back to Owner.
- 13.4. Restoration. Upon any surrender, termination or expiration of this Agreement, Grantee shall, within **twelve (12) months**, decommission the Project Facilities, which shall include (collectively, the "**Restoration Requirements**") the restoration of the surface of the Property to a condition and contour reasonably similar to that existing on the Property as of the Effective Date, including but not limited to: (1) leaving the surface of the Property free from debris caused by Grantee's activities, and (2) removing all of its above-grade and below-grade Project Facilities, including but not limited to buried cables, concrete foundation, footings, located on the Property to not less than six (6) feet below grade, and reseed areas where the pads were located with grasses and/or natural vegetation. The seed shall be distributed at the recommended pure live seed (PLS) rate during a time of year when revegetation will be supported by climate conditions. Grantee shall pay Owner rent at the operational rent rates paid under the lease during the removal of Project Facilities and all reclamation work undertaken under this section. Grantee shall be treated as a holdover for rent rate payments if restoration activities extend beyond the deadline under the lease. Such lease payments shall be prorated on monthly basis and payable in advance. Acceptance of any funds under this section will not act to waive or delay the underlying removal and restoration obligations under this section. Following termination, surrender, or expiration of the Agreement, any access roads constructed by

Grantee may remain on the Property at Owner's sole option. Such notice for removal of Grantee's built roads, on the then leased Property shall be provided not later than sixty (60) days after Owner receives written notice of expiration, surrender, or termination of the Agreement. During such twelve (12) month period for purposes of Grantee being able to meet the Restoration Requirements, Owner shall grant to Grantee or any Affiliate, or any other entity designated thereby that is involved or intends to be involved in meeting the Restoration Requirements, recordable and assignable non-exclusive easements on, under, over and across the Property, for access to and from, and ingress to and egress from, the Solar Energy Projects and Project Facilities. Among other things, such access easements shall contain all of the rights and privileges for access, ingress, egress and roads as are set forth in this Agreement.

- 13.5. Restoration Security. Unless any applicable Law requires Grantee to otherwise provide financial security for the removal of the Project Facilities from the Property in an amount greater than that required pursuant to this Section 13.5, on or by the twelfth (12th) anniversary of the Construction Commencement Date, Grantee shall obtain and deliver to Owner (i) a surety bond, (ii) a corporate guaranty or letter of credit from a creditworthy entity or institution, (iii) a cash deposit to be held in an escrow account with a bank selected by Owner, and approved by Grantee, such approval shall not unreasonably be withheld, or (iv) other security reasonably acceptable to Owner securing performance of Grantee's Restoration Requirements (the "Removal Security"). The Removal Security shall be equal one hundred per cent (100%) of Grantee's reasonable estimate of the cost of removal of the Project Facilities and the estimated cost of restoration and remediation of the Property pursuant to Section 13.4. If the Parties cannot agree on the amount of the Removal Security necessary for Grantee's removal and restoration obligation under this Agreement, or if Owner in good faith disputes the adequacy of the Removal Security, Owner shall select a disinterested unaffiliated third party to determine the amount necessary. The costs of retaining the unaffiliated third party shall be paid by Grantee. The Removal Security amount determined by the third party chosen by Owner, in compliance with this Agreement, shall be binding on Grantee. Once in place, Grantee shall keep such Removal Security in force throughout the remainder of the Lease Term. Interest earnings, if any, on any escrow fund shall be the property of Grantee, and any amounts remaining in any escrow fund after Grantee has complied with the Restoration Requirements shall belong to Grantee. Release. In addition to the rights granted in Section 13.1 herein, Grantee, in its sole discretion, shall have the right, for any reason, to unilaterally release any part of the Property subject to this Agreement effective upon written notice to Owner describing the portion of the Property so released. The per-acre payments set forth in Section 5 above (applicable to rent which is due after Construction Commencement Date, only) will be reduced by the number of acres released back to Owner, subject to the minimum acreage set forth in Section 5 above.

14. Easements.

- 14.1. Grant of Access Easements. Subject to Section 14.6 and upon the request of Grantee during the Lease Term or the **twelve (12) month** period immediately after the Lease Term as contemplated by Section 13.4 to meet the Restoration Requirements, Owner shall grant to Grantee or any Affiliate, or any other entity designated thereby that is involved or

intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable non-exclusive easements on, under, over and across the Property, for access to and from, and ingress to and egress from, the Solar Energy Projects and Project Facilities, whether the Solar Energy Projects and Project Facilities are located on the Property (each, an "Access Easement"). Among other things, such Access Easements shall contain all of the rights and privileges for access, ingress, egress and roads as are set forth in this Agreement.

- 14.2. Grant of Transmission Easement. From and after the Construction Commencement Date, included within the grant of rights to Grantee set forth in this Agreement, is the right to construct transmission lines on the Property which may remain in place for the term of this Agreement, and which will require no further permission or consent from Owner. Grantee does not anticipate the need to obtain additional recordable transmission easements outside of the Property. Subject to Section 14.6 and upon the request of Grantee, during the Lease Term, Owner shall grant to Grantee, or any Affiliate, or any other entity designated thereby that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable exclusive easements on, under, over and across designated portions of the Property for Transmission Facilities, including, without limitation, for Transmission Facilities that benefit Project Facilities located on any other lands (each, a "Transmission Easement"). Grantee, affiliate, or designated entity shall conform to good utility practices in siting the Transmission Easement using commercially reasonable standards and in constructing all footings and lines, and shall consult with Owner on the proposed location of the Transmission Easement before Grantee's or any Affiliate's, or designated entity's final siting outside of the Property; provided, however that Owner acknowledges and agrees that Grantee or affiliate shall otherwise have sole discretion over final siting decisions with respect to the siting of the Transmission Easement. Promptly following detailed siting and construction of the Transmission Facilities, as defined in this Agreement, Grantee, affiliate, or designated entity shall (a) provide to Owner a survey meeting the ALTA/NSPS requirements and containing both a legal description and graphic depiction of the as-built location of the area in which the Transmission Easement is located (the "Transmission Easement Area"), as well additional easement areas adjacent thereto needed for construction and maintenance purposes (the "Construction and Maintenance Easement Areas", as described in Section 14.2 (a) below. The Transmission Easement Area shall be no greater than sixty foot (60') in width, and the Construction and Maintenance Easement Areas shall be no greater than fifty feet (50') in width and shall be located directly adjacent to the Transmission Easement Area, so as to provide access thereto for the purposes of construction and maintenance of the Transmission Facilities. In connection with the easement rights granted herein, Owner acknowledges and agrees that Grantee, affiliate, or designated entity shall both (a) the right to grade, cut and fill all or any portion of the surface of the Transmission Easement Area and maintain slopes created thereby, for the purposes set forth herein, provided that such grading shall not create any erosion or flooding issues which negatively impact the Transmission Easement Area or the Property; and (b) all other rights and privileges necessary to the full use and enjoyment of the Transmission Easement for the purposes permitted under this Agreement.

(a) Construction and Maintenance Easement and other Appurtenant Rights outside the Property. In addition to the foregoing, Owner hereby grants and conveys to Grantee an exclusive easement adjacent to the Transmission Easement Area, hereof (the "Construction and Maintenance Easement"), on, in, along, over, across and under those portions of the Property (the "Construction and Maintenance Easement Areas"), as reasonably necessary solely for the exercise of the following rights:

- (1) vehicular and pedestrian ingress and egress directly to and from the Transmission Facilities (whether located on the Property, on adjacent property or elsewhere), over, along and through portions of the Property reasonably necessary to gain access to such Transmission Facilities for the operation, maintenance, repair and replacement thereof;
- (2) the right to trim to remove brush or other hazards which, in the reasonable judgment of Grantee, may interfere with Grantee's exercise of the right granted hereunder with respect to use of the Transmission Easement Area;
- (3) the right during periods of construction and installation of the Transmission Facilities (and during periods of any maintenance, repair or replacement thereof) to use the Construction and Maintenance Easement Areas as well as the Transmission Easement Area for storage of equipment and materials, the staging of construction work and the construction, installation, maintenance, repair or replacement of the Transmission Facilities, provided that after the use of such Construction and Maintenance Easement Areas and/or Transmission Easement (collectively, the "Easement Areas"), Grantee shall restore such area to the condition in which it existed prior to the use thereof for such purposes;
- (4) all other rights and privileges necessary and incidental to the full use and enjoyment of the Construction and Maintenance Easement for the purposes permitted in this Agreement.

Payment for Transmission Easement. As consideration for the grant of this Transmission Easement, the Construction and Maintenance Easement and appurtenant rights granted hereunder, Grantee shall pay to Owner a one-time payment in an amount equal to the product of (i) Ten Dollars (\$10.00) multiplied by (ii) the number of feet (prorated for fractional miles, where applicable) constituting the length of the Transmission Easement (the "Transmission Easement Payment") it being understood that any such payment shall only apply to such easements that are located outside of the Property.

- 14.3. Among other things, such Transmission Easements shall contain all of the rights and privileges for Transmission Facilities as are set forth in this Agreement, and includes the right of access and ingress to and egress from the Transmission Facilities on, under, over

and across the Property by means of roads thereon existing or by such route or routes as Grantee, such holder or any other person or entity may construct from time to time.

- 14.4. Grant of Facility Easements. Subject to Section 14.6 and upon the request of Grantee during the Lease Term, Owner shall grant to Grantee or any Affiliate, or any other entity designated thereby that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable exclusive easements on, under, over and across designated portions of the Property for Operational Facilities, including, without limitation, for Operational Facilities that benefit Project Facilities and Transmission Facilities (each, a “**Facility Easement**”). Among other things, such Facility Easements shall contain all of the rights and privileges for Operational Facilities as are set forth in this Agreement, including, without limitation the right of access and ingress to and egress from the Operational Facilities on, under, over and across the Property by means of roads and lanes thereon existing or by such route or routes as Grantee, such holder or any other person or entity may construct from time to time.
- 14.5. Grant of Solar Easement. Subject to Section 14.6, and upon the request of Grantee during the Lease Term, Owner shall grant to Grantee or any affiliate thereof, or any other entity designated thereby that is involved or intends to be involved in solar power development or operation, one or more separate, stand-alone, recordable and assignable exclusive easements on, over, across, and above the Property for the use of the solar resources for solar energy purposes (the “**Solar Easement**”).
- 14.6. Provisions Applicable to all Easements. The following provisions shall apply to each Access Easement, Transmission Easement, Facility Easement and Solar Easement (each, an “**Easement**”), and to the extent applicable shall be incorporated therein:
- 14.6.1. Each Easement shall be for a term that is coterminous with the Lease Term. Notwithstanding any other provision of this Agreement, no Easement shall be terminable by Owner upon a default under this Agreement, unless there is also an uncured default by the holder of the Easement under such Easement.
- 14.6.2. Each Easement shall run with the Property, and shall inure to the benefit of and be binding upon Owner and the holder of such Easement, and their respective transferees, successors and assigns, and all persons claiming under them.
- 14.6.3. The holder of each Easement shall have the right, without the need for Owner’s consent, and Owner hereby grants consent to Grantee, to freely hypothecate, mortgage, or finance such Easement on an exclusive or non-exclusive basis (including by mortgage, deed of trust or personal property security instrument) to any Mortgagee as security for the repayment of any indebtedness and/or the performance of any Mortgage, grant co-tenancy interests in such Easement, grant sub-easements under such Easement, or sell, convey, lease, assign, mortgage, encumber or transfer such Easement.

15. Miscellaneous Provisions

- 15.1. Memorandum. Concurrently with execution hereof, Owner and Grantee shall execute in recordable form and Grantee shall then record a memorandum of this Agreement in the form attached to this Agreement as Exhibit D. Owner consents to the recordation of the interest of an Assignee in the Property. The memorandum will be recorded in the Real Property Records of Webb County, Texas in lieu of this Agreement.
- 15.2. Notices. All notices or other communications required or permitted by this Agreement, including payments to Owner shall be in writing and shall be deemed given when personally delivered to Owner, Grantee or an Assignee, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

If to Owner:

WEBB COUNTY
 C/O WEBB COUNTY JUDGE
 1000 HOUSTON STREET
 Laredo, Texas 78040

If to Grantee:

GRANSOLAR TEXAS TWO STEP
 C/O ALBERTO MACÍA
 5900 BALCONES DRIVE, SUITE 100
 AUSTIN, TEXAS 78731

Copy to:

Civil Legal Division
 1000 Houston Street, 2nd Floor
 Laredo, Texas 78040

Any Party may change its address for purposes of this Section by giving written notice of such change to the other Parties in the manner provided in this Section.

- 15.3. Entire Agreement; Amendments. This Agreement, including Exhibits attached hereto, constitutes the entire Agreement between Owner and Grantee respecting its subject matter. Any other agreement, understanding or representation respecting the Property or any other matter not expressly set forth in this Agreement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party.
- 15.4. Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. Venue shall be proper in the county where the Property is located. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved first by non-binding mediation and if no resolution then in the state courts located in the county in which the Property is situated. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be

employed in the interpretation of this Agreement and is waived. In any lawsuit arising out of or in connection with this Agreement, a Party that obtains a judgment from the court substantially the same as the judgment sought therein shall be entitled to payment of its reasonable attorneys' fees in connection with the action.

- 15.5. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the Lease Term of this Agreement or any Easement be longer than, respectively, the longest period permitted by applicable law.
- 15.6. Tax Credits. If under applicable law the holder of any interest under this Agreement becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at Grantee's option, Owner and Grantee shall amend this Agreement or replace it with a different instrument so as to convert Grantee's interest in the Property to a substantially similar interest that makes Grantee eligible for such tax credit, benefit or incentive; provided, however, that nothing in this Agreement shall entitle Grantee to a fee interest in the Property, diminish Grantee's payment obligations under this Agreement or extend the Lease Term of this Agreement.
- 15.7. Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
- 15.8. Cooperation. Owner shall cooperate with Grantee, and its permitted successor, assign or Affiliate, in the conduct of their operations consisting of the Project Facilities, Easements, and/or Transmission Facilities, and in otherwise giving effect to the purpose and intent of this Agreement, including, without limitation, in Grantee's or any permitted successor, assign or Affiliate's efforts to obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights necessary or convenient in connection with Grantee's Project Facilities, Access Rights, and/or Transmission Facilities; and Owner shall promptly upon request, execute, and, if appropriate, cause to be acknowledged and recorded, any map, application, document or instrument that is reasonably requested by Grantee, its permitted successor, assign or Affiliate in connection therewith. Without limiting the generality of the foregoing, Owner agrees (a) if requested by Grantee or its permitted successor, assign or Affiliate to support such application by filing a letter with the appropriate governmental authority in a form reasonably satisfactory to Grantee or its permitted successor, assign or Affiliate, and (b) not to oppose, in any way, whether directly or indirectly, any such valid, accurate application or approval at any administrative, judicial or legislative level. **GRANTEE SHALL INDEMNIFY AND HOLD OWNER HARMLESS WITH RESPECT TO ANY SUCH APPLICATION.**
- 15.9. Relationship. Neither this Agreement nor any other agreements or transactions contemplated in this Agreement shall in any respect be interpreted, deemed or construed

as constituting Owner and Grantee as partners or joint venturers, or as creating any partnership, joint venture, association or other relationship other than of landlord and tenant; and Owner and Grantee agree not to make any contrary assertion, contention, claim or counterclaim in any action, suit or other proceeding involving either Owner and/or Grantee or the subject matter of this Agreement.

15.10. Condemnation. If all or part of the Property is proposed to be taken as a result of any action or proceeding in eminent domain, or is proposed to be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain (collectively, a “Taking”), Owner shall provide Grantee with reasonable advance notice of any impending proceeding or meeting related to such Taking and shall not in the absence of Grantee settle with the Taking authority or agree on compensation for such Taking. The Agreement shall terminate as to any portion of the Property so condemned or taken (except in the case of a temporary Taking after the duration of which Grantee desires to continue the Agreement, and the Lease Term shall be extended, in such event, by the duration of such temporary Taking). Any award or other compensation (“Award”) payable as a consequence of such Taking, whether by agreement or by condemnation award, shall be paid in accordance with Texas law and otherwise as follows:

15.10.1. Owner shall first be entitled to receive out of the Award the value of Owner’s fee interest in the Property, valued as if no Project Facilities were on the Property;

15.10.2. Grantee shall next be entitled to receive out of the Award the remaining present value of (a) the Project Facilities installed on the Property and (b) Grantee’s interest in the Property, including the value of Grantee’s interests under this Agreement, each as determined at the time of the Taking; and

15.10.3. Owner shall be entitled to any remainder of the Award.

15.11. Captions. The captions used in this Agreement are for convenience only and do not limit or amplify the provisions hereof.

15.12. Joint and Several Liability. The obligations under this Agreement imposed upon Owner shall be joint and several obligations of the individuals or entities comprising Owner.

15.13. Force Majeure. If performance of this Agreement or of any obligation under this Agreement is prevented or substantially restricted or interfered with by reason of an event of “Force Majeure” (defined below), the affected party, upon giving written notice to the other party within sixty (60) day of the Force Majeure event, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference as long the duration of the Force Majeure Event does not exceed one year and the Lease Term shall be extended for the duration of the Force Majeure event but not to exceed one year; *provided however* nothing in this Section 15.3 shall relieve Grantee of its obligations to pay Rent amounts or other monetary obligation payable to Owner pursuant to this Agreement. The affected party shall use its reasonable efforts to avoid or remove such causes of nonperformance, and shall continue performance under this


Agreement whenever such causes are removed. "**Force Majeure**" means flood, drought, earthquake, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; war, sabotage, vandalism, the unauthorized cutting of power, transmission or other lines, wires or cables to any of the improvements of the Project Facilities, civil strife or other violence; strikes or labor disputes; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; a Regulatory Suspension (defined below); litigation challenging the validity or content of any permit or approval necessary for the construction or operation of the Project, nearby landowners or third party interest groups challenging the validity or content of this Agreement; or any other act or condition beyond the reasonable control of a party hereto. A "**Regulatory Suspension**" shall mean the application of any local, state or federal law, order, rule or regulation which results in the delay, interruption, or suspension of the: (i) construction of the Project; or (ii) transmission, production or sale of electricity from the Project.

- 15.14. Attorneys' Fees. In the event of any litigation related to the interpretation or enforcement hereof, or which in any other manner relates to the Lease, the Easements, this Agreement, or the Property, the prevailing Party shall be entitled to recover from the other Party all of its attorneys' fees and court and other costs. If a voluntary or involuntary bankruptcy proceeding is commenced by or against Grantee, Landowner shall be entitled to recover from Grantee its attorney's fees and court and other costs incurred as a result of the bankruptcy.

[signatures appear on following page]

Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.


**OWNER:
WEBB COUNTY**

By: 
PRINT NAME: HON. TANO E. TDERINA
PRINT TITLE: Webb County Judge

Date: _____

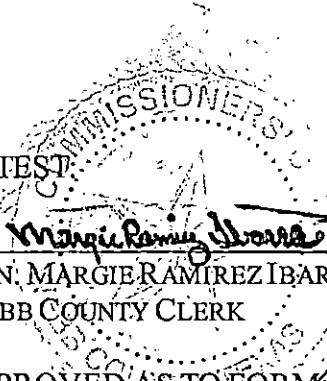

GRANTEE:

Gransolar Texas Two, LLC, a Texas limited liability company

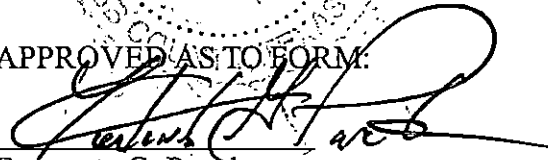
By: 
PRINT NAME: Manuel Alfonso Rodriguez Diaz
PRINT TITLE: Authorized Signatory

DATE: December 31, 2021

ATTEST:



HON. MARGIE RAMIREZ IBARRA
WEBB COUNTY CLERK

APPROVED AS TO FORM:


Fortunato G. Paredes
Assistant General Counsel
Webb County Civil Legal Division

*The General Counsel, Civil Legal Division's Office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval of their own respective attorney(s).

EXHIBIT A

Description of Property

[Pursuant to the terms of the Agreement, Grantee may obtain and attach a more particular legal description of the Property which shall be added to this Exhibit A]

The surface estate of approximately 2,291.55 acres, more or less land located in Webb County, State of Texas, as per Webb County Appraisal District and depicted as follows:

(Reference Tax Parcel Nos. 202162 and 200098)



Also referenced in the tax records as follows:

ABSTRACT 1890 SURVEY NO. 1687 WEBB COUNTY SCHOOL LANDS ABSTRACT 911

SURVEY NO. 577 BS&F WEBB COUNTY SCHOOL LANDS

[TO BE REPLACED BY A METES AND BOUNDS DESCRIPTION WHEN IT IS
LOCATED]

EXHIBIT B
Surface Waiver Form

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

GRANSOLAR TEXAS TWO STEP
C/O ALBERTO MACÍA
5900 BALCONES DRIVE, SUITE 100
AUSTIN, TEXAS 78731

(Space above this line for Recorder's use only)

**SURRENDER AND RELEASE OF SURFACE RIGHTS BY MINERAL RIGHTS
OWNER**

THE STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF WEBB §

This Surrender and Release of Surface Rights (“**Agreement**”) is entered into by and between Gransolar Texas Two, LLC, a Texas Limited Liability Company (“**Developer**”), and Webb County, a political subdivision of the State of Texas, acting through its commissioners court (“**Mineral Rights Owner**”), effective as of the December 20, 2021 (“**Effective Date**”), with respect to that certain real property described on Exhibit A attached to and made part of this Agreement (“**Surface Acreage**”). The term “**Party**” means Developer or Mineral Rights Owner, and “**Parties**” shall mean both of them.

WHEREAS, Mineral Rights Owner is the current owner of an interest in and to the oil, gas and other minerals attributable to and under the Surface Acreage (“**Mineral Rights**”);

WHEREAS, the Developer has plans to develop the surface of the Surface Acreage and has entered into that certain Solar Energy Lease and Easement Agreement dated December 20, 2021, by and between Developer and Webb County (the “**Surface Owner**”), as evidenced by that certain Memorandum of Solar Energy Lease and Easement Agreement dated December 20, 2021 by and between Developer and Surface Owner, recorded on _____, 202____, as Document Number. _____ of the Official Public Records of Webb County, Texas (as amended, assigned and/or restated, the “**Solar Lease**”);

WHEREAS, the Developer has requested Mineral Rights Owner to (i) release and relinquish the surface rights over all of the Surface Acreage associated with the Mineral Rights, subject to the provisions contained herein; and (iii) provide for the orderly and protected development of the Surface Acreage, which is to be used for the development of solar energy generation system(s) and related equipment, facilities and improvements on the Surface Acreage (the “**Solar Project**”);

WHEREAS, the Mineral Rights Owner has agreed to the foregoing, and wishes to enter into this Agreement accordingly;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties agree as follows:

1. **Surrender and Release by Mineral Rights Owner.** Mineral Rights Owner waives, surrenders and releases all of its rights to use the surface of the Surface Acreage, including without limitation the right to enter upon the surface of the Surface Acreage for purposes of exploring for, developing, drilling, producing, treating, storing or transporting oil, gas and other minerals associated with the Mineral Rights and any other rights granted to Mineral Rights Owner pursuant to its Mineral Rights with respect to use of the surface of the Surface Acreage, or for any other purpose incident thereto, subject only to the following exceptions:
 - 1.1. Mineral Rights Owner reserves for itself the rights to explore for, to drill and produce oil, gas, and other minerals underlying or situated beneath the Surface Acreage below a depth of five hundred feet (500') from the surface of the Surface Acreage; provided, all such activities are initiated on lands other than the Surface Acreage in which Mineral Rights Owner or its successors and assigns have rights to do so, and in compliance with applicable laws, regulations and local ordinances in effect at the time the drilling operation is conducted. This Agreement is not intended to impose any limitation or in any way restrict the Mineral Rights Owner's rights to drill a directional or horizontal well or use any drilling method or production technique that may be developed after the Effective Date of this Agreement to produce oil, gas and other minerals underlying the Surface Acreage; *provided that* any directional drilling below the Surface Acreage must be more than five hundred feet (500) feet below the surface of the Surface Acreage and may not use the surface of the Surface Acreage *unless and except* on land that has been reserved in a document signed by the Developer and delivered to Mineral Rights Owner, and kept free of surface development, specifically for use as a drilling pad and for access to such drilling pad.
2. **Legal Description.** In the event that it is determined that there are any inaccuracies in or changes required to the legal description of the Surface Acreage contained in Exhibit A, the validity of this Agreement shall not be affected, and, upon the request of Developer, the Parties shall change the legal description of the Surface Acreage contained in Exhibit A to reflect the legal description of the Surface Acreage contained in a survey, title commitment or other title report obtained by Developer for the Surface Acreage (including without limitation recording an amended Agreement in the real property records of each county in which the Surface Acreage is located).
3. **Damage to Facilities.** The Mineral Rights Owner, its affiliates, successors, assigns, lessees, parties, employees, agents, partners, officers, directors, representatives, contractors, family members, licensees and invitees (collectively "**Mineral Rights Owner Parties**"), and the Developer, its affiliates, successors, assigns, parties, employees, agents, partners, officers, directors, representatives, contractors, family members, licensees and invitees (collectively "**Developer Parties**") each agree to indemnify and hold the others harmless for any physical

damages to the other's equipment, facilities and improvements on the Surface Acreage, and for physical injuries to any person, resulting or arising directly from the indemnifying party's use of or operations on the Surface Acreage. This indemnification shall survive the termination of this Agreement.

4. **Term.** This Agreement shall commence on the Effective Date and shall continue and remain in full force and effect until the expiration or early termination of the Solar Lease, of which occurrence Developer must notify Mineral Rights Owner within five (5) Business Days.
5. **Successors and Assigns.** The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns, and shall be covenants running with the land, the mineral and the surface estates therein owned by the Parties hereto. In the event that the Mineral Rights Owner enters into a sublease, joint operating agreement or otherwise grants or conveys its Mineral Rights, then the covenants, waivers, terms and provisions set forth herein shall apply and attach, with equal force and effect, to any subleasehold or other right, title or interest in the Mineral Rights, and any such subleasehold or other transfer of right, title or interest in the Mineral Rights shall be expressly subject to the terms of this Agreement. Where Mineral Rights Owner enters into said sublease, joint operating agreement or other agreement, it shall provide written notice to Developer within ten (10) days of the effective date of said sublease, joint operating agreement or other agreement. The failure to provide such notice shall not result in the voiding of the sublease or agreement, provided, however, that Developer shall not be held responsible for failure to adhere to its obligations related to the third-party assignee under this Agreement until such notice has been provided. Developer may provide public notice thereof by recording this Agreement.
6. **Mortgage Provisions.** Developer shall have the right at any time to mortgage, pledge, encumber, and/or collaterally assign to any entity (each, a "**Mortgagee**") all or any part of Developer's interest under this Agreement and the rights created by this Agreement without the consent of Mineral Rights Owner. Each Mortgagee shall have the right to do any act or thing required to be performed by Developer under this Agreement, and any such act or thing performed by a Mortgagee shall be as effective to prevent a default under this Agreement and/or a forfeiture of any of Developer's rights under this Agreement as if done by Developer itself.
7. **Right to Assign.** The Mineral Rights Owner and Developer each possess the right to assign, transfer, or otherwise alienate its respective rights, title, and interest under this Agreement, in whole or in part, to a third-party without the necessity of approval from the other Parties to this Agreement. This right to assign, transfer or otherwise alienate shall extend to a change in the ownership of an entity, which also shall not require the approval or consent of the other Parties to this Agreement. Any Party that exercises its right to assign, transfer or otherwise alienate its rights, title, and interest in its respective portion of the Surface Acreage shall assign its rights, title and interest in this Agreement to the third-party recipient, and the third-party recipient must assume the rights and obligations of the assignor or transferor of this Agreement. Where any Party assigns, transfers, or otherwise alienates its rights, title, and interest under this Agreement, it shall provide written notice to the other Party within ten (10) days of the effective date of said assignment, transfer or other agreement.

8. **Recordation.** This Agreement, upon its full and final execution by the Parties hereto, shall be promptly recorded in the proper records of each county in which the Surface Acreage is located. The Agreement shall be recorded by the Developer, and Developer shall be responsible for the costs of such recordation.
9. **Miscellaneous.** The laws of the State of Texas shall govern the interpretation and enforcement of this Agreement, without regard to the State of Texas' choice of law rules. This Agreement may be executed in any number of counterparts all of which when executed shall constitute one instrument. This Agreement is binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto. Each provision of this Agreement is severable and if any provision is determined to be invalid, unenforceable or illegal under any existing or future law by a court, arbitrator of competent jurisdiction or by operation of any applicable law, this invalidity, unenforceability or illegality does not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.
10. **Notices.** All notices or other communications required or permitted by this Agreement, shall be in writing and shall be deemed given when personally delivered to the receiving Party, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party; or on the day of its delivery by email sent with read receipt. Any notice shall be addressed as follows:

If to Mineral Rights Owner:

Webb County

Email: judge_tano@webbcountytx.gov

Attention: Webb County Judge

If to Developer:

Gransolar Texas Two LLC

Address: Avenida de la Transición Española 32, Parque Empresarial Omega, Edificio A
Alcobendas Madrid Spain 28108

Email:

Attention: Mr. Ivan Higuera Riva, Manager

Mr. Domingo Vegas Fernández

Mr. Juan Pedro Alonso Salmerón, Manager

Any Party may change its address for purposes of this Section by giving written notice of such change to the other Parties in the manner provided in this Section.

[signature pages to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

MINERAL RIGHTS OWNER:

WEBB COUNTY


Hon. Tano E. Tijerina
Webb County Judge

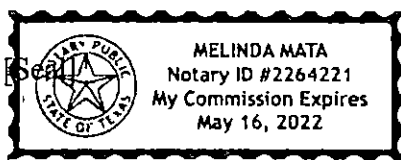
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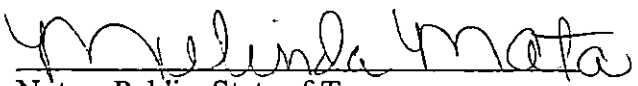
1000 Houston Street
Laredo, Texas 78040

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF WEBB §

This instrument was acknowledged before me on this 18th day of January, 2022 by Hon. Tano E. Tijerina, as Webb County Judge of Webb County.





Notary Public, State of Texas

My commission expires:

May 16, 2022

DEVELOPER:

Gransolar Texas Two, LLC, a Texas limited liability company

By: 

PRINTNAME: Manuel Alfonso Rodriguez Diaz

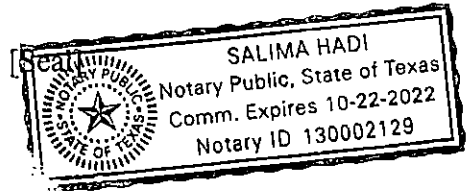
PRINT TITLE: Authorized Signatory

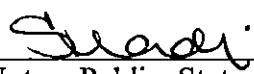
DATE: December 31, 2021

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on this 31 day of December, 2021 by Manuel Alfonso Rodriguez Diaz, as authorized signatory for Gransolar Texas Two, LLC.




Notary Public, State of Texas

My commission expires:

10/22/2022

EXHIBIT A to

**SURRENDER AND RELEASE OF SURFACE RIGHTS
BY MINERAL RIGHTS OWNER**

Description of the Surface Acreage

The following described tract of land, located in Webb County, Texas, consisting of the surface estate of approximately 2,291.55 acres, more or less located in Webb County Texas, as per Webb County Appraisal District and depicted in the tax records as follows: (Reference Tax Parcel Nos. (Webb County Appraisal District Property ID) 202162 and 200098)

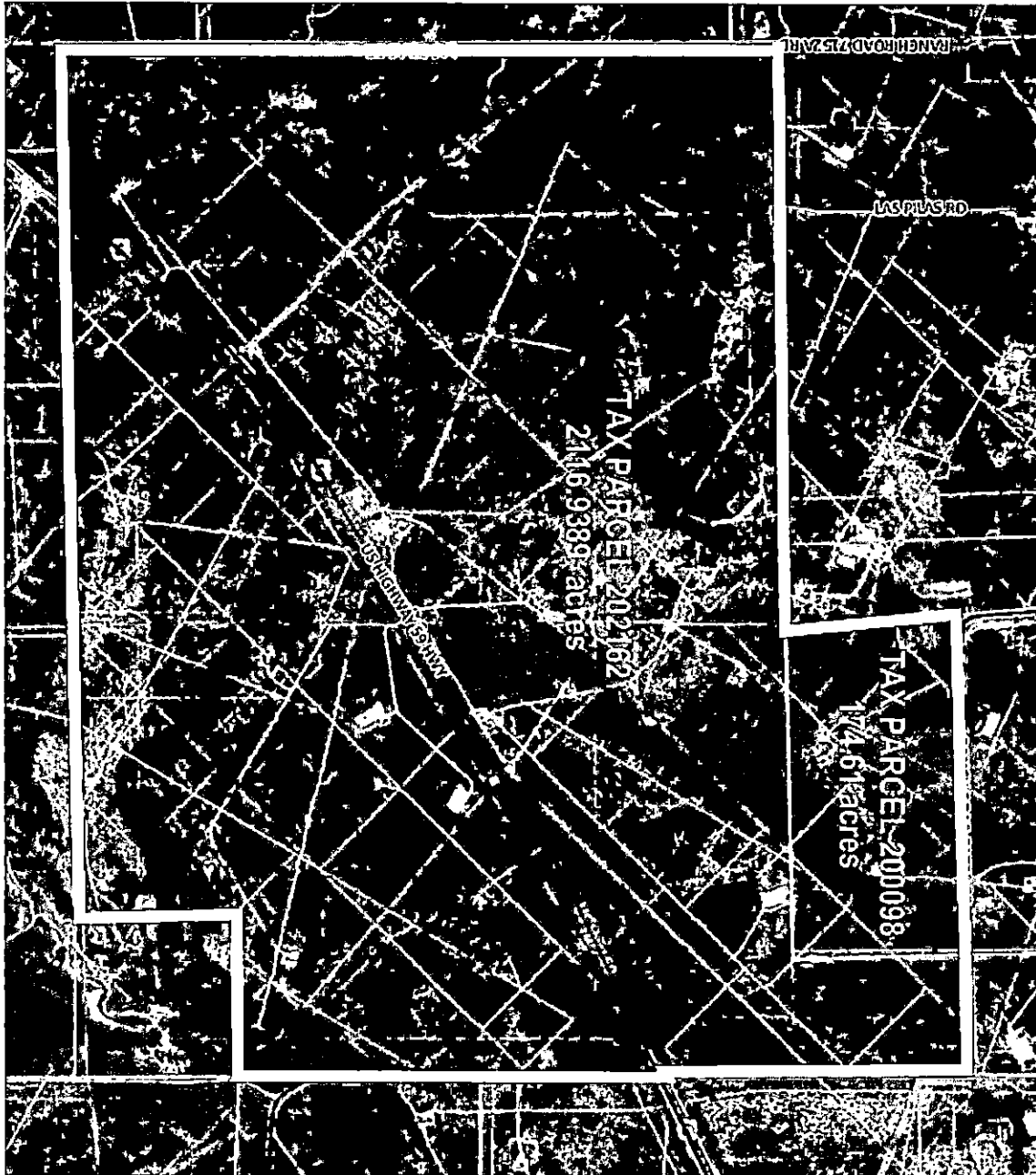


EXHIBIT C

Liens and Third-Party Rights

Permitted Encumbrances

1. Agricultural and Hunting Lease (Surface Lease) (Cuchillas and Lomas II Pastures (Texas School Lands 2,291.55 acre tract): James E. Kainer (Lessee), 549 FM 960 Road, El Campo, Texas 77437). **TO BE TERMINATED ON OR PRIOR TO THE COMMENCEMENT OF CONSTRUCTION WITHOUT COST TO GRANTEE, AS NOTED IN SECTION 3.1 OF THE LEASE.**
2. "Lease of Real Property" (Salt Water Disposal Lease-Surface Lease 3 acres) Tax Parcel 202162: South Texas Disposal, Inc. d/b/a Key Energy Services LLC. Not Recorded.
3. Mineral Lessee: Proline Energy Resources (Formerly Peri Petroleum & Faulconer Resources 2007 Limited Partnership, LLP a/k/a Vernon F. Faulconer); Document #13227703, Webb County Official Public Records Volume 4410 Pages 0709-0721 ("Oil and Gas Mineral Lease" Grantor: Webb County; Grantee A.R. Sanchez: Webb County Real Property Records: Document #131982, Pages 492-493
4. Mineral Lessee: Talco Petroleum LLC (Formerly White Marlin Operating Co. & Petro Harvester).
5. Mineral Lessee: White Oak Operating Co. LLC (Formerly Petro Point Energy Operating LLC)
6. Mineral Lease: Lessor: Webb County; Lessee: Callaghan Land and Pastoral Company; Webb County Deed Records; Volume 259, Pages 398-400.
7. Mineral Lease: Lessor: Webb County; Lessee: Callaghan Land and Pastoral Company; Webb County Deed Records; Volume 267, Pages 516-517.
8. "Pipeline Right-of-Way" Easement: Grantor: Commissioners Court; Grantee: Valero Transmission, L.P. Webb County Real Property Records: Volume 481, Pages 367-382.
9. "Right-of-Way Easement"; Grantor: Webb County; Grantee: United Texas Transmission Company. Webb County Real Property Records: Document #274185, Volume 643, Pages 444-445
10. Right-of-Way Easement: Grantor: Webb County; Grantee: United Texas Transmission Company. Webb County Real Property Records: Document #292076, Volume 695, Pages 355-359.
11. "Roadway Right-of-Way and Public Utility Easement": Grantor: 4R Mineral, Ltd. (Texas Limited Partnership) Grantee: Webb County. Webb County Real Property Records: Document #1278444, Volume 4125, Pages 739-745.

Disclaimer: Grandsolar will need to hire a landman to verify what liens and third-party rights are on file with the Webb County Real Property Records pertaining to the "Property" other than what is listed and enumerated under Exhibit C.

EXHIBIT D

**[SIGN, DETACH, AND FILE ATTACHED MEMORANDUM SIMULTANEOUSLY
WITH EXECUTION OF THE LEASE]**

Memorandum of Solar Energy Lease and Easement Agreement

After Recording, Return To:

GRANSOLAR TEXAS TWO STEP
C/O ALBERTO MACÍA
5900 BALCONES DRIVE, SUITE 100
AUSTIN, TEXAS 78731

MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT

THE STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF WEBB §

THIS MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT (this “**Memorandum**”), is made, dated and effective as of December 20, 2021 (the “**Effective Date**”), between **Webb County**, a political subdivision of the State of Texas, (collectively “**Owner**”), and **Gransolar Texas Two, LLC, a Texas Limited Liability Company** (“**Grantee**”), with regards to the following:

1. Solar Agreement. Owner and Grantee did enter into that certain Solar Energy Lease and Easement Agreement of even date herewith (the “**Agreement**”), which affects the real property located in Webb County, State of Texas, as more particularly described in Exhibit A attached hereto (the “**Property**”). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

2. Grant of Rights. The Agreement grants Grantee an exclusive leasehold interest in the Property, and grants (or shall grant) to Grantee the easements specified; such leasehold and easement rights include, without limitation, (a) the exclusive right to access, relocate and maintain Project Facilities located on the Property; (b) the exclusive right to use the Property for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted; (c) an exclusive easement to capture, use and convert the unobstructed solar resources over and across the Property; (e) an easement and right to prevent measurable diminishment in output due to obstruction of the sunlight across the Property; (f) the right to undertake any other activities necessary to accomplish the purposes of the Agreement. The Agreement also prohibits Owner from engaging in any activity on the Property that might cause a decrease in the output or efficiency of any of the Project Facilities. Grantee shall have the right to remove any obstructions to the light that materially and adversely affect its operations if this covenant is violated.

3. Term. The Agreement shall be for a Development Term of up to two (2) years, a subsequent Development Extension Term of up to two (2) years, a subsequent Construction and Operation Term of up to twenty (20), and two (2) possible subsequent Lease Term Extensions of up to five (5) years each. The easements granted pursuant to the Agreement are for a term coterminous with the Agreement.

4. Rights of Mortgagees. Pursuant to the Agreement, any Mortgagee of Grantee or Grantee’s assignees has certain rights regarding notice and right to cure any default of Grantee

under the Agreement, and the right to take possession of the Property, and to acquire the leasehold estate by foreclosure, as well as other rights as set forth in the Agreement.

5. Assignment. Grantee's rights and obligations under the Agreement shall be assignable without Owner's prior written consent provided that such assignment is in furtherance of the provisions of the development of the Solar Energy Project contemplated by the Agreement.

6. Non-Interference. Owner has agreed not to engage in any activity that might cause a decrease in the output or efficiency of any Project Facilities without the prior written consent of Grantee. Except as provided in the Agreement, Owner shall not utilize the surface of the Property to explore for, develop, or produce oil, gas, or other minerals from the Mineral Estate underlying the Property nor enter into any agreement permitting a third party to utilize the surface of the Property to explore for, develop, or produce, oil, gas or other minerals from the Mineral Estate underlying the Property. Grantee shall have the quiet use and enjoyment of the Property in accordance with and subject to the terms of this Agreement, without any interference of any kind by Owner or any person claiming through Owner.

7. No Liens; Subordination. Owner shall not, without the prior written consent of Grantee, create or permit to be created or to remain, any liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions with respect to the Property or any part thereof. Any such rights granted without Grantee's consent are void ab initio. The Agreement provides that from and after its effective date, any right, title or interest created by Owner in favor of or granted to any third party shall be subject and subordinate to (i) the Agreement and all of Grantee's rights, title and interests created thereby, including any and all documents executed or to be executed by and between Grantee and Owner in connection with this Agreement, (ii) any lien of any lender of Grantee's then in existence on the leasehold estate created by the Agreement, and (iii) Grantee's right to create a lien in favor of any lender of Grantee's.

8. Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Grantee executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Grantee's rights thereunder. The terms, conditions and covenants of the Agreement are incorporated in this Memorandum by reference as though fully set forth herein.

9. No Ownership. Owner shall have no ownership, lien, security or other interest in any Project Facilities installed on the Property, or any profits derived therefrom, and Grantee may remove any or all Project Facilities at any time.

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

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

[signatures appear on following pages]

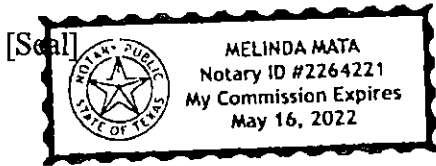
OWNER:
WEBB COUNTY

By: [Signature]
PRINT NAME: Hon. Tano E. Tjerina
PRINT TITLE: Webb County Judge

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF WEBB §

This instrument was acknowledged before me on this 18th day of January, 2022 by Hon. Tano E. Tjerina, as Webb County Judge of Webb County.




Melinda Mata
Notary Public, State of Texas

My commission expires:

May 16, 2022

GRANTEE:

Gransolar Texas Two, LLC, a Texas limited liability company

By: 

PRINT NAME: Manuel Alfonso Rodriguez Diaz

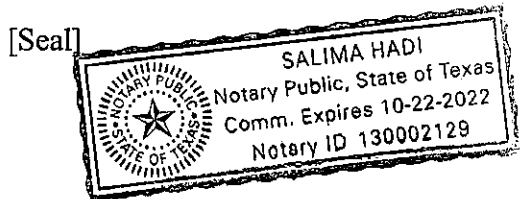
PRINT TITLE: Authorized Signatory


DATE: December 31, 2021

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on this 31 day of December, 2021 by Manuel Alfonso Rodriguez Diaz, as authorized signatory for Gransolar Texas Two, LLC.




Notary Public, State of Texas

My commission expires:

10/22/2022

Exhibit A to

MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT

Description of Property

[Pursuant to the terms of the Agreement, Grantee may obtain and attach a more particular legal description of the Property which shall be added to this Exhibit A]

The following described land located in Webb County, State of Texas, bordered in yellow, containing 2,291.55 acres, more or less: **(Reference Parcel Nos. 202162 and 200098)**

