

SOLAR LEASE AND EASEMENT AGREEMENT

_____ County, State of **Nebraska**

THIS SOLAR LEASE AND EASEMENT AGREEMENT (this “**Agreement**”) is made, dated and effective as of _____, (the “**Effective Date**”), by and between _____ together with its successors, assigns and heirs, comprising “**Owner**”), and _____, a political subdivision of the State of Nebraska (together with its transferees, successors and assigns, “**Tenant**”), and in connection herewith, Owner and Tenant agree, covenant and contract as set forth in this Agreement. Owner and Tenant are sometimes referred to in this Agreement as a “**Party**” or collectively as the “**Parties**”. _____ shall be the Tenant’s Third-Party Beneficiary, (“**3rd Party Beneficiary**”), which shall assume certain rights, responsibilities, and liabilities set forth in Sections ___ below.

1. Lease; Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner and Tenant, upon the terms and conditions set forth in this Agreement, Owner hereby grants and conveys to Tenant an exclusive easement and lease to convert, maintain and capture the flux of solar energy over across and through the surface estate of that certain real property, including, but not limited to, the air space thereon, located in _____ County, State of **Nebraska** consisting of _____ (____) acres, as more particularly described in Exhibit A attached hereto and incorporated herein (the “**Property**”) for the purposes set forth below.

1.1 Purposes of the Lease/Easement. This Agreement is solely and exclusively for solar energy generation purposes (as such term is broadly defined, including ancillary rights related thereto and necessary for the development and operation of Solar Facilities (as defined below)), and not for any other purpose, and Tenant shall have the exclusive right to develop and use the Property for solar energy purposes, including but not limited to the following activities (collectively, “**Site Activities**”):

(a) Converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted;

(b) Determining the feasibility of solar energy conversion and other power generation on the Property, including studies of solar energy emitted upon, over and across the Property and other meteorological data, environmental studies and extracting soil samples;

(c) Constructing, laying down, installing, using, replacing, relocating, reconstructing and removing from time to time, and monitoring, maintaining, repairing and operating the following only for the benefit of the Project or Projects (as defined below) (i) solar energy collection and electrical generating equipment of any kind (including, without limitation, any such equipment utilizing photovoltaic and/or solar thermal technology (collectively, “**Solar Generating Equipment**”); (ii) overhead and underground electrical distribution, collection, transmission and communications lines or cables, electric combiners, inverters, transformers, batteries, energy storage facilities, and telecommunications equipment; (iii) roads; (iv) meteorological measurement equipment; and (v) installing, operating, maintaining, repairing and replacing any other improvements, whether accomplished by Tenant or a third party authorized by Tenant, that Tenant reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing (all of the above, including the Solar Generating Equipment, collectively “**Solar Facilities**”). The term “**Project**”, for the purposes of this Agreement, means an integrated solar energy generation system, consisting of Solar Facilities, that is constructed and operated on the Property, by Tenant, or its 3rd Party Beneficiary.

2. Grant of Additional Rights Ancillary to the Easement.

2.1 Owner hereby grants, conveys and warrants to Tenant and its 3rd Party Beneficiary the following additional rights ancillary to the easements upon, over, across and under the Property as of the Effective Date:

(a) **Non-Obstruct.** An exclusive easement to capture, use and convert the unobstructed flux of solar energy over and across the Property from all angles and from sunrise to sunset at the Property during each day of the Term.

(b) **Interference.** An exclusive easement for electromagnetic, audio, visual, view, light, noise, vibration, electrical, radio interference, or other effects attributable to the Solar Generating Equipment, the Project or any Site Activities;

(c) **Access Easement.** A non-exclusive easement for ingress to and egress from the Project over and across the Property by means of roads and lanes thereon if existing or later constructed by Owner, or otherwise by such route or routes as Tenant may construct from time to time;

(d) **Other Easements.** All other easements reasonably necessary to accomplish the activities permitted by this Agreement, including without limitation, generation-tie and transmission line easements, utility easements (including underground and above-ground gas, electricity, water, and telephone), drainage easements, and geotechnical and environmental testing and sampling easements.

3. **Term.** The term of this Agreement shall commence on the Effective Date and continue for the following described periods (collectively, the “**Term**”):

3.1 **Development Term.** This Agreement shall be for an initial term (the “**Development Term**”) commencing on the Effective Date and continuing until the earlier to occur of (a) the second (2nd) anniversary of the Effective Date or (b) the commencement of construction, however, the Development Term shall not expire due to the Limited Construction Activities. Limited Construction Activities shall mean, testing, studying, and other related activities to confirm the suitability of the site.

The terms “commencing construction” and “commencement of construction” as used in this Agreement shall mean that date on which 3rd Party Beneficiary provides the notice of construction to Tenant. Tenant shall provide a copy of the notice of construction within fourteen (14) days of receipt to Owner.

3.2 **Construction Term.** Upon the expiration of the Development Term, the term of this Agreement shall automatically extend and continue (“**Construction Term**”) until the earlier to occur of: (a) the date on which Tenant begins production of electrical energy generated by substantially all of the Solar Generating Equipment to be included in the Project or (b) the fourth (4th) anniversary of the Effective Date. Upon the occurrence of either subsection (a) or (b), that date, as declared by Tenant, is hereunder referred to as the “**Operations Date.**”

3.3 **Operations Term.** Upon the expiration of the Construction Term, the term of this Agreement shall automatically extend for an additional twenty-five (25) year term (the “**Operations Term**”).

3.4 **Extended Term.** Provided that Tenant has not fully surrendered or terminated this Agreement, then on or before the expiration of the Operations Term, Tenant may, at its option, extend the term of this Agreement for two additional five (5) year periods (each an “**Extended Term**”). Tenant may exercise its option to extend this Agreement for each Extended Term by giving Owner written notice thereof on or before the date that is one hundred and eighty (180) days prior to the expiration of the Operations Term and upon satisfactory negotiation of payment for each respective Extended Term.

4. **Payments to Owner.** In consideration of the rights granted hereunder, Tenant will pay Owner the amounts set forth in Exhibit B attached hereto. Exhibit B shall not be recorded without the specific prior written consent of Tenant.

5. **Ownership of Solar Facilities.** Owner shall have no ownership, lien, security or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Tenant may remove or cause to be removed any or all Solar Facilities at any time. Except for those payments described

in this Agreement, including Exhibit B, Owner shall not be entitled to any other payments or benefits accrued by or from the Project, including, but not limited to, renewable energy credits, environmental credits or tax credits. However, such limitation does not include any crop damages that Tenant may cause to Owner.

6. Taxes. Owner shall pay all taxes, assessments, or other governmental charges, general and specific, that shall or may during the Term be imposed on, or arise in connection with the underlying unimproved property; provided, however, during the Term Tenant and its 3rd Party Beneficiary shall be responsible for any incremental increase in such taxes, assessments, or other governmental charges directly resulting from the presence of the Solar Facilities installed upon the Property ("**Tenant Taxes**"). To the extent the applicable taxing authority provides a separate tax bill for the Tenant Taxes to Tenant or its 3rd Party Beneficiary, Tenant or its 3rd Party Beneficiary shall pay such Tenant Taxes directly to the applicable taxing authorities prior to the date such Tenant Taxes become delinquent. If a separate tax bill for the Tenant Taxes is not provided to Tenant, Tenant shall pay the Tenant Taxes within thirty (30) days following receipt of written demand from Owner of the amount of the Tenant 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 plus interest (computed from the date of full payment) at a rate equal to the sum of: (i) two percent (2%) per annum; plus, (ii) the prime lending rate as from time to time may be published by The Wall Street Journal under the "Money Rates" section; provided, that in no event shall such total interest exceed the maximum rate permitted by applicable law. If Tenant pays taxes, assessments, and/or real property taxes on behalf of Owner that are Owner's obligation hereunder, Tenant may offset the amount of such payments against amounts due Owner under this Agreement.

6.1 Tax Contest. Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Agreement with the applicable taxing authority as long as such contest is pursued in good faith and with due diligence and the Party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

7. Indemnity/Liability.

7.1 Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party and such other Party's Related Persons (as defined below)(each, an "**Indemnified Party**") from and against any and all third party (excluding Related Persons) claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including reasonable attorneys', investigators' and consulting fees, court costs and litigation expenses (collectively, "**Claims**") suffered or incurred by such Indemnified Party, arising from the negligence, intentional misconduct, or breach of this Agreement by the Indemnifying Party. Notwithstanding the foregoing to the contrary, Tenant may elect, upon written notice, to control any or all aspects of the defense of any legal action covered by the prior sentence.

7.2 In no event shall either Party be liable to the other Party to the extent any Claim is caused by, arising from or contributed by the negligence or intentional misconduct of such other Party or any Related Person thereof.

7.3 Except for payments expressly required herein (such as crop damage compensation) or direct damages, in no event, whether as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability or otherwise, shall either Party be liable to the other Party for loss of profit or revenues, loss of business opportunities or for any other special, consequential, incidental, indirect or exemplary damages.

7.4 In no event shall Tenant or its Related Persons be liable to Owner for property damage or personal injuries to Owner or its Related Persons attributable to risks of known and unknown dangers

associated with normal day-to-day operation of electrical generating facilities, such as noise, electromagnetic fields, and glare.

7.5 In no event shall either Party or its Related Persons be liable to the Other Party for expenses incurred in such other Party's lawful enforcement of its rights under this Agreement for a default during any applicable cure period.

7.6 As used herein the term "Related Person" shall mean:

(a) With respect to Owner, any principals, employees, servants, guests or invitees of Owner or those third persons over whom Owner exercises actual control; or

(b) With respect to Tenant, any 3rd Party Beneficiaries, assignees, contractors, lessees, and sublessees of Tenant, and each of their respective, principals, officers, employees, servants, agents, representatives, subcontractors, licensees, invitees, and/or guests.

7.7 This Section 7 shall survive the expiration or earlier termination of this Agreement.

8. Tenant's Representations, Warranties, and Covenants. Tenant hereby represents, warrants, and covenants to Owner that:

8.1 Tenant's Authority. Tenant has the unrestricted right and authority to execute this Agreement. Each person signing this Agreement on behalf of Tenant is authorized to do so. Upon execution by all Parties hereto, this Agreement shall constitute a valid and binding agreement enforceable against Tenant in accordance with its terms.

8.2 Minimal Impacts. Tenant agrees to conduct its Site Activities and to locate and operate its Solar Facilities in such a way as to reasonably minimize impacts to the Property and to Owner's activities on the Property, to the extent practical, without negatively impacting the Solar Facilities. Tenant and/or its 3rd Party Beneficiary shall, at all times, maintain the Owner's Property and the Site Activities in a reasonably neat, clean and presentable condition. Tenant and its 3rd Party Beneficiary shall not willfully or negligently damage or destroy the Owner's Property and shall keep the Owner's Property clean and free of debris created by Tenant, its contractors, or others brought on to the Owner's Property by Tenant. Owner's Property shall not be used for storage, except for materials, construction equipment and vehicles directly associated with construction or maintenance of the Improvements on the Owner's Property. Tenant shall require its 3rd Party Beneficiary and Related Persons to comply, in all material respects, with all laws and regulations applicable to weed control and shall be solely responsible for the cost of such maintenance in and around the Solar Facilities.

8.3 Insurance. Tenant and/or its 3rd Party Beneficiary shall, at its expense, be responsible for assuring that insurance coverages, as would be customary and reasonable for similarly situated companies performing the work carried out by Tenant at such time, are maintained, including, without limitation, adequate coverage to cover any personal injuries or accidents that could reasonably be expected as a direct result of the Site Activities conducted by Tenant or its Related Persons on the Property. In addition, Tenant shall be responsible for insuring the Solar Facilities from the Commencing Construction Date with coverage similar to industry standard or as is customary for similarly situated companies.

8.4 Requirements of Governmental Agencies. Tenant or its 3rd Party Beneficiary and/or Related Persons, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the Solar Facilities. Tenant or its 3rd party beneficiary and/or Related Persons, shall have the right, in its sole discretion, to contest by appropriate legal or administrative proceedings, the validity or applicability to Tenant, the Property or Solar 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. Any such contest or proceeding shall be controlled and directed by Tenant.

8.5 Construction Liens. The Property shall be kept 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 in connection with Tenant 's use of the Property pursuant to this Agreement; provided, however, that if Tenant wishes to contest any such lien, Tenant shall, at Tenant 's sole discretion and within sixty (60) days after it receives written notice of the filing of such lien, either (i) provide a bond to Owner for the amount of such lien, or (ii) provide Owner with title insurance insuring Owner's interest in the Property against such lien claim.

8.6 Hazardous Materials. Neither Tenant nor its 3rd Party Beneficiary shall violate any federal, state, or local law, ordinance, or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of asbestos-containing materials, petroleum, explosives or any other 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, on or under the Property. Tenant shall promptly notify Owner if any violation occurs.

9. Owner's Representations, Warranties, and Covenants. Owner hereby represents, warrants, and covenants as follow:

9.1 Owner's Authority. Owner is the sole fee simple owner of the Property including the subsurface estate thereof, and has the unrestricted right and authority to execute this Agreement and to grant to Tenant the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so. Upon execution by all Parties hereto, this Agreement shall constitute a valid and binding agreement enforceable against Owner in accordance with its terms. Each person/entity comprising Owner, as listed in the preamble to this Agreement, owns the fractional interest in the Property set forth below:

Owner:				
Fractional Ownership:				

9.2 No Interference. Owner's activities and any grant of rights Owner makes to any person or entity, shall not, currently or prospectively, disturb or interfere with: the construction, installation, maintenance, or operation of the Solar Facilities, whether located on the Property or elsewhere; access over the Property to such Solar Facilities; any Site Activities; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, Owner shall not erect any structures, plants or other equipment, or enter into any third party agreements or amend or extend any existing agreements ("**Third Party Agreements**") or undertake any other activities on the Property, described in Exhibit A (an "**Owner Action**" or collectively the "**Owner Actions**") that may: (i) interfere with Tenant 's right to install Solar Facilities on any portion of the Property, (ii) potentially cast a shadow onto the Solar Facilities, (iii) cause a decrease in the output or efficiency of any Solar Facilities, (iv) interrupt the flux of solar energy upon, across and over any portion of the Property used or to be used by the Solar Facilities, or (v) otherwise interfere with Tenant 's operations on the Property (each an "**Interference**"). Prior to undertaking an Owner Action, that may cause an Interference, Owner shall consult with Tenant to confirm that such Owner Action will not cause any Interference. If Tenant reasonably determines the Owner Action could cause an Interference, then Owner shall not be permitted to undertake such Owner Action. Owner shall not disturb or permit the disturbance of the subsurface such that may impact in any way the structural integrity or the operations and maintenance of the Solar Facilities. Tenant and its Related Persons shall have the right to trim existing trees to maintain approximately their same height and width as exists as of the date hereof for the purpose of not interfering with the flux of solar energy from any angle upon, across and over the Property.

9.3 Liens and Tenants. Except as may be disclosed in the real property records of the County, or as disclosed by Owner in writing to Tenant on or prior to the Effective Date, Owner represents there are no leases (including oil, gas and/or other mineral interests), easements, licenses, rights of way, mortgages¹, deeds of trust, liens, security interests, mechanic's liens or any other encumbrances encumbering all or any portion of the Property that could interfere with Tenant's operations on the Property, including mechanic's liens. If such Owner representation and warranty is breached and such breach is not caused by Tenant, then Owner shall fully cooperate and assist Tenant in removing or limiting such interference, including, but not limited to, obtaining a subordination and non-disturbance agreement where Tenant deems it necessary, with terms and conditions reasonably requested by Tenant to protect its rights hereunder, from each party that holds such rights (recorded or unrecorded), and in the case of monetary liens such as mechanic's liens, bonding over any such liens in an amount that may be reasonably requested by Tenant.

9.4 Requirements of Governmental Agencies and Setback Waiver. Owner shall assist and fully cooperate with Tenant, at no out-of-pocket expense to Owner, in complying with or obtaining any land use permits and approvals, building permits, environmental impact reviews, tax abatements or any other permits and approvals reasonably necessary for the financing, construction, installation, monitoring, repair, replacement relocation, maintenance, operation or removal of Solar Facilities, including, but not limited to, execution of applications and documents reasonably necessary for such approvals and permits, and participating in any appeals or regulatory proceedings respecting the Solar Facilities. Notwithstanding the preceding sentence, Owner shall not be required to publicly testify on behalf of Tenant in furtherance of the permits or approvals. To the extent permitted by law, Owner hereby waives enforcement of any applicable setback requirements, respecting the Solar Facilities to be placed on the Property that are reasonably necessary, in Tenant's sole and absolute discretion, to carry out Tenant's power-generating activities on or near the Premises.

9.5 Hazardous Materials. Neither Owner nor its Related Persons shall violate any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any Hazardous Material. Owner shall promptly notify Tenant if any such violation occurs. To the best of Owner's knowledge, (i) no underground tanks are now located or at any time in the past have been located on the Property or any portion thereof, (ii) no Hazardous Material has been generated, manufactured, transported, produced, used, treated, stored, released, disposed of or otherwise deposited in or on or allowed to emanate from the Property or any portion thereof other than as permitted by applicable law and (iii) there are no Hazardous Materials in, on or emanating from the Property or any portion thereof which may support a claim or cause of action under any applicable law. Owner certifies it has never received any notice or other communication from any governmental authority alleging that the Property is or was in violation of any applicable law.

9.6 Litigation. No litigation is pending, and, to the best of Owner's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect, the Property. If Owner learns that any such litigation, action, claim or proceeding is threatened or has been instituted, Owner shall promptly deliver notice thereof to Tenant and provide Tenant with periodic updates of the status of said litigation, action, claim or proceeding that is ongoing.

10. Assignment.

10.1 Collateral Assignments. Tenant shall have the absolute right in its sole and exclusive discretion, without obtaining the consent of Owner, to finance, mortgage, encumber, hypothecate, pledge or transfer any and all of the rights granted hereunder, including the easements granted in Section 2, and/or any or all rights or interests of Tenant in the Property or in any or all of the Solar Facilities. However, it is Tenant's expense and obligation not to interfere with existing Owner mortgage recorded in the County real estate records, without first obtaining any required consent or waiver.

10.2 Tenant shall have the right, without the prior consent of Owner, to sell, convey, lease, assign or transfer (including granting co-easements, separate easements, sub-easements) any or all of its rights hereunder provided such transfer is related to a Project (collectively, an “**Assignment**”) to a Permitted Transferee (defined below). Tenant shall be required to limit the term of any co-easement, separate easement, or sub-easement to the duration of this Agreement, unless otherwise agreed to by the Parties. Tenant shall have no right to an Assignment to any party other than a Permitted Transferee (defined below) without the prior written consent of Owner, which consent shall not be unreasonably withheld, conditioned or delayed. Upon an Assignment permitted under this Section, and provided such rights and obligations have been fully assumed by the Permitted Transferee, Tenant shall be relieved of all of its obligations arising under this Agreement, as to all or such portion of its interests in the Property transferred, from and after the effective date of such transfer. As used herein, “Permitted Transferee” means (i) an affiliate, subsidiary, or other entity under common control or directly or indirectly controlled by Tenant ; (ii) political subdivisions, (iii) chartered utilities, or (iv) assignees only for financing purposes, or (v) have previous solar energy ownership or operating experience involving at least 80 megawatts.

11. Default and Remedies.

11.1 If a Party defaults in or otherwise fails to perform an obligation under this Agreement, the non-defaulting Party shall not have the right to exercise any remedies hereunder if the default is cured by the defaulting Party within sixty (60) days of receiving written notice of such default specifying in detail the default and the requested remedy (a “**Notice of Default**”); provided, that if the nature of the default requires, in the exercise of commercially reasonable diligence, more than sixty (60) days to cure, the non- defaulting Party shall not have the right to exercise any remedies hereunder as long as the defaulting Party commences performance of the cure within sixty (60) days of receipt of Notice of Default and thereafter completes such cure with commercially reasonable diligence. Further, if the Parties have a good faith dispute as to whether a payment is due hereunder, the alleged defaulting Party may deposit the amount in controversy (not including claimed consequential, special, exemplary or punitive damages) into escrow with any reputable third party escrowee, or may interplead the same, which amount shall remain undistributed and shall not accrue interest penalties, and no default shall be deemed to have occurred, until final decision by a court of competent jurisdiction or upon agreement by the Parties. No such deposit shall constitute a waiver of the defaulting Party’s right to institute legal action for recovery of such amounts.

11.2 Remedies. Should a default remain uncured beyond the applicable cure periods, the non-defaulting Party shall have the right to exercise any and all remedies available to it at law or in equity, all of which remedies shall be cumulative, including the right to enforce this Agreement by injunction, specific performance or other equitable relief. Notwithstanding anything in this Agreement to the contrary or any rights or remedies Owner might have at law or in equity, if any of Tenant’s Solar Facilities are then located on the Property and Tenant fails to perform any of its obligations hereunder beyond applicable cure periods, Owner shall be limited to pursuing damages.

11.3 No Merger. There shall be no merger of this Agreement, or of the leasehold or easement 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 the easement 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 leasehold estate or in the estate of Owner and Tenant shall join in a written instrument effecting such merger and shall duly record the same.

12. Termination.

12.1 Tenant’s Right to Terminate. Tenant shall have the right to terminate this Agreement as to all or any part of the Property at any time and without cause, effective upon ninety (90) days written notice to Owner from Tenant.

12.2 Owner's Right to Terminate. Owner shall have the right to terminate all or any portion of its rights in this Agreement after the fourth (4th) anniversary of the Effective Date if, at the time Owner's written termination notice is delivered, Tenant has not commenced construction of Solar Facilities for the Project on the Property.

12.3 Effect of Termination. Upon termination of this Agreement, Tenant shall, as soon as practicable thereafter, but not later than one (1) year after the termination, remove above-ground and below-ground (to a depth of four (4) feet below grade) Solar Facilities from the Property, without additional charge or rental beyond those in Exhibit B for such entry and removal, and without such entry constituting a holdover. All Property disturbed by Tenant shall be restored to a condition reasonably similar to its original condition as it existed upon the Effective Date. If Tenant fails to remove such Solar Facilities within twelve (12) months of termination of this Agreement, or such longer period as Owner may provide by extension, Owner shall have the right to restore the Property and remove, or to cause removal of, any property owned by Tenant to the extent required by Tenant under this Section 12.3, and the right to receive reimbursement, less the salvage value of the Solar Facilities, from Tenant for any remaining amounts reasonably incurred for removal and restoration of the Property.

13. Miscellaneous.

13.1 Force Majeure. If performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference, and the Term or any other time periods herein shall be extended for such period of time. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, tornado, flood, or other casualty, condemnation or accident; strikes or labor disputes; war, acts of terrorism, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of a Party hereto. No event of Force Majeure shall prevent Tenant's payment obligation to Owner.

13.2 Confidentiality. To the fullest extent allowed by law, Owner shall maintain in the strictest confidence, and Owner shall require each Related Person of Owner to maintain in the strictest confidence, for the sole benefit of Tenant, all information pertaining to the financial terms of or payments under this Agreement, Tenant's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Tenant 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 Related Person of Owner, or (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. To the fullest extent permitted by law, 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 Tenant. Notwithstanding the foregoing, Owner may disclose such information to any auditor or to Owner's family members, lenders, attorneys, accountants and other personal advisors; any prospective purchaser of or lenders for 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 obtains the agreement of said party not to disclose the information.

13.3 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Owner and Tenant and, to the extent provided in any assignment or other transfer under Section 10 hereof, any transferee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. Additionally, this Agreement shall be acknowledged and certain responsibilities and liabilities assumed by Tenant's 3rd party beneficiary, _____. References to Tenant in this Agreement shall be deemed to include transferees of Tenant actually are exercising rights under this Agreement to the extent consistent with such interest.

13.4 Memorandum; Recording. At Tenant 's option but in strict conformance with Neb. Rev. Stat. 66-911.01: (i) Tenant may record a copy of this Agreement, excluding Exhibit B, or (ii) upon request from Tenant, Owner shall execute in recordable form, and Tenant may then record, a memorandum of this Agreement substantially in the form of Exhibit D attached hereto, incorporating only those non-substantive changes to the form as may be required by the applicable jurisdiction in which recording is sought and to reflect the terms of this Agreement. Owner hereby consents to the recordation of the interest of a transferee of Tenant in the Property. With respect to the Operations Term and Extended Term, upon request from Tenant, Owner shall execute, in recordable form, and Tenant may then record, a memorandum evidencing the Operations Term and Extended Term, as applicable; provided that the execution of such memorandum is not necessary for such Operations Term or Extended Term to be effective.

13.5 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 or Tenant, or the same day if sent via facsimile or email or the next business day if sent via overnight delivery or ten (10) days after deposit in the United States mail, first class, postage prepaid, certified, addressed as follows:

If to Owner:

If to Tenant :

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

13.6 Entire Agreement; Amendments. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between Owner (and its respective successors, heirs, affiliates and assigns) and Tenant (and its respective successors, heirs, affiliates and assigns) respecting its subject matter, and supersedes any and all oral or written agreements. All of the provisions of the Exhibits shall be treated as if such provisions were set forth in the body of this Agreement and shall represent binding obligations of each of the Parties as part of this Agreement. Any agreement, understanding or representation respecting the Property, or any other matter referenced herein not expressly set forth in this Agreement or a previous writing signed by both Parties is null and void. 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 unless in a writing signed by both Parties. Provided that no material default in the performance of Tenant 's obligations under this Agreement shall have occurred and remain uncured, Owner shall cooperate with Tenant in amending this Agreement from time to time to include any provision that may be reasonably requested by Tenant for the purpose of implementing the provisions contained in this Agreement or for the purpose of preserving the security interest of any transferee of Tenant or Mortgagee.

13.7 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of **Nebraska**. 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 in the state courts located in the County. 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 hereby waived.

13.8 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 Term, or the term of any easement granted herein be longer than, respectively, the longest period permitted by applicable law.

13.9 Counterparts. This Agreement 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. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

13.10 Tax and Renewable Energy Credits. All benefits and incentives that result from Tenant 's development and use of the Property for solar energy purposes shall accrue to the benefit of Tenant, or its 3rd Party Beneficiary, including but not limited to any portfolio energy credits, rebates in lieu of portfolio energy credits, any reductions or credits in taxes and/or assessments, rebates, financing, federal, state and local grants, reductions in fees, participation in federal, state or local special programs or tax districts, and special programs of public utilities. If under applicable law, the holder of a leasehold or easement estate becomes ineligible for any tax credit, renewable energy credit or rebate, environmental credit or any other benefit or incentive for renewable energy established by any local, state or federal government, or any public utility, then, at Tenant 's option, Owner and Tenant shall exercise good faith and negotiate an amendment to this Agreement or replace it with a different instrument so as to convert Tenant 's interest in the Property to a substantially similar interest that makes Tenant, or its 3rd Party Beneficiary eligible for such credit, benefit, rebate, or incentive.

13.11 No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more Parties in this Agreement.

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

13.13: Public Officials. Owner acknowledges that its receipt of monetary and other good and valuable consideration hereunder may represent a conflict of interest if Owner is a government employee or otherwise serves on a governmental entity with decision-making authority (a "**Public Official**") as to any rights Tenant may seek, or as to any obligations that may be imposed upon Tenant in order to develop and/or operate the Project ("**Development Rights**"), and Owner hereby agrees to (1) recuse him/herself from all such decisions related to Tenant 's Development Rights unless such recusal is prohibited by law or is not reasonably practicable considering the obligations of such Public Official's position and (2) recuse him/herself from all such decisions related to Tenant 's Development Rights if such recusal is required by law. If Owner is not required pursuant to (1) or (2) above to recuse him/herself from a decision related to Tenant 's Development Rights, Owner shall, in advance of any vote or other official action on the Development Rights, disclose the existence of this Agreement (but not the financial terms therein) at an open meeting of the relevant governmental entity Owner serves on as a Public Official. Additionally, if Owner is a Public Official and any of Owner's spouse, child or other dependent has a financial interest in the Project, Owner shall disclose such relationship (but not the financial terms thereof)

at an open meeting of the relevant governmental entity Owner serves on as a Public Official, prior to participation in any decision related to Tenant 's Development Rights.

[Signatures on Following Page]

IN WITNESS WHEREOF, Owner and Tenant, acting through their duly authorized representatives, have executed this Agreement with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Agreement.

OWNER:

TENANT:

Name:

By: _____
Name: _____
Title: _____

Name:

EXHIBIT B
Payment Terms

In consideration for the rights provided to Tenant under the Agreement, Tenant agrees to make payments to Owner as follows:

1. Development Term Fees. Beginning on the Effective Date and ending upon the start of the Construction Term, Tenant shall pay Owner an annual fee of _____ DOLLARS (\$____.00) per acre (the “**Development Term Fee**”). Payment of the Development Term Fee shall be made annually in advance with the first payment due on or before sixty (60) days following the Effective Date and each subsequent payment shall be due on or before each anniversary of the Effective Date, as applicable.

2. Construction Term Fees. Upon commencement of the Construction Term and ending on the Operations Date, Tenant shall pay Owner an annual fee of _____ Dollars (\$____.00) during the first year of the Construction Term and _____ Dollars (\$____.00) during the remainder of the of the Construction Term per acre of the Property on which construction has commenced, (the “Construction Term Fee”). Payment of the Construction Term Fee shall be made annually in advance with the first payment due on or before sixty (60) days following the commencement of construction and each subsequent payment shall be due on or before each anniversary of the Effective Date, as applicable.

3. Operating Fees. Beginning on the Operations Date and ending on the date on which all Solar Generating Equipment has been removed from the Property, Tenant shall pay to Owner the below annual amounts (collectively “**Operating Fees**”). Notwithstanding the above, Owner acknowledges that Tenant may build the Project in phases and all of the Property may not be included in the initial phase or subsequent phase(s).

(a) Fixed Fee. Tenant shall pay to Owner a fixed fee of _____ per acre (\$____.00) (the “**Fixed Fee**”), escalating at a rate of __ percent (____%) compounded annually, times the number of Net Acres of the “Developed Property” then subject to the Lease at the Operations. The “Developed Property” shall be that portion of the Property on which Solar Generating Equipment is installed on or after the Operations Date for any calendar year. For purposes of this Agreement “Net Acre” or “Net Acreage” means the gross area of the portion of the Property being referred to, including all internal easements and rights-of-way but excluding any and all perimeter easements and dedicated rights-of-way. Net Acreage shall be determined by a survey prepared by a surveyor licensed in the state in which the Property exists. Within ninety (90) days of the Operations Date, Tenant shall have a licensed surveyor complete a survey of the Developed Property and calculate the total acreage of such Developed Property as of such date; and,

3. Late-Removal Fee. If Tenant fails to remove Solar Facilities from the Property within twelve (12) months of termination of this Agreement, or such longer period as Owner may provide by extension, Tenant shall pay Owner a one time payment equal to \$__ per Acre (the “**Late Removal Fee**”). The Late Removal Fee shall escalate at a rate of ____% annually from the Operations Date.

4. Late Payment Penalty. If Tenant fails to make any payment to Owner required of it hereunder when due, interest shall accrue on the overdue amount, from the date of expiration of Tenant ’s

cure period until the date paid, at a rate equal to the sum of: (i) two percent (2%) per annum; plus, (ii) the prime lending rate as from time to time may be published by The Wall Street Journal under the “Money Rates” section; provided, that in no event shall such total interest exceed the maximum rate permitted by law.

5. IRS Form W-9. Notwithstanding anything in this Agreement to the contrary, Tenant shall have no obligation to make any payment to Owner otherwise required under this Agreement until Owner has returned to Tenant a completed Internal Revenue Service Form W-9, such W-9 form to either (i) have been provided by Tenant to Owner prior to execution of this Agreement or (ii) be provided by Tenant to Owner promptly upon execution of this Agreement.

6. Payment Instructions. Unless otherwise indicated in the table below, all payments issued hereunder will be paid to Owner, and if Owner is comprised of more than one person or entity, such payments will be issued by a single check payable to all such persons or entities. If Owner elects to have payments made as set forth in the table below, Owner and each person or entity holding record title to the Property hereby acknowledges and agrees that all payments are legally permitted to be made as set forth in the table below and that no other party shall have any right to such payments or to contest the payments and allocations as set forth below. Each person receiving payment pursuant to the table below hereunder agrees to fully indemnify, defend and hold harmless Tenant against claims and liability by any third party in connection with its payments hereunder to the person/entities set forth herein. **Check one below:**

- A single check should be issued payable to all persons/entities comprising Owner.
- Separate checks should be issued to each Owner as set forth below:

Owner:				
Payment Allocation:	[100]%	[_]%	[_]%	[_]%

7. Crop Compensation. If applicable, Tenant shall pay Owner one-time compensation for any and all portions of the Property where permanent Solar Facilities are not constructed that are either taken out of commercial crop production for a single season because of the construction of the Solar Facilities, or that are removed or damaged as a direct result of Tenant’s construction of the Solar Facilities on the Property (“Crop Damage Compensation”). Portions of the Property shall be deemed to have been taken out of commercial crop production only if the Owner was actually farming such portions of the Property immediately prior to Tenant’s commencing construction of the Solar Facilities on the Property. The Crop Damage Compensation shall be deemed full compensation for any losses of income, rent, business opportunities, profits or other losses arising out of such Tenant construction. Crop Damage Compensation shall be equal to the fair market value of the crops that are damaged per season. The Parties shall attempt, in good faith, to agree upon the extent of damage and amount of acreage affected. If the Parties cannot agree, the Parties shall have the area measured and the extent of damage assessed by an impartial party chosen by mutual agreement of the Parties, such as a crop insurance adjuster.

EXHIBIT C
Special Conditions

1. Removal Assurances. On or by the twentieth (20th) anniversary of the Operation Date, or one year before termination or expiration of a contractual obligation to operate the Facility and sell the electrical output from the Facilities, whichever occurs first in time, Tenant shall have an estimated amount, if any, by which the cost of removing the Solar Facilities exceeds the salvage value of such Solar Facilities (the “**Net Removal Costs**”). To the extent that the Net Removal Costs are zero (or negative), removal security shall not be required on the part of the Tenant. In the event the salvage value is insufficient to pay for the estimated Net Removal Costs, then Tenant shall provide evidence of funds, for the dedicated cost of paying the Net Removal Costs. Tenant will determine the Net Removal Costs through a qualified third-party engineer. Owner shall have the right to contest such Net Removal Costs. Owner shall deliver notice, within thirty (30) days of receiving the written evidence of such Removal Bond, of such contest, upon which Tenant will provide a summary of how the Net Removal Costs were determined. If any requirement or right provided in this section contradicts or opposes any state or local laws, such state or local laws shall take precedence over this provision and such requirement or right shall be invalidated.

2. Utilities. Owner will not pay for any water, electric, telecommunications and any other utility services that are solely used by Tenant or its Solar Facilities on the Property.

EXHIBIT D
Form of Recording Memorandum

After recording return to:

THIS SPACE FOR RECORDERS USE ONLY

MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT (this "**Memorandum**"), is made, dated and effective as of _____, (the "**Effective Date**"), between _____ (together with its successors, assigns and heirs, "**Owner**"), whose address is _____, and _____, a political subdivision of the State of Nebraska (together with its transferees, successors and assigns, "**Tenant**"), whose address is _____, with regards to the following:

1. Owner and Tenant did enter into that certain SOLAR LEASE AND EASEMENT AGREEMENT dated _____ (the "**Agreement**"), which affects the real property located in _____ County, Nebraska 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. The Agreement grants, and Owner hereby grants, Tenant, among other things, (a) the exclusive right to develop and use the Property, including, without limitation, for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted; (b) an exclusive easement to capture, use and convert the unobstructed solar flux over and across the Property from all angles and from sunrise to sunset at the Property during each day of the Term; and (c) an exclusive easement for electromagnetic, audio, visual, glare, electrical or radio interference attributable to the Solar Facilities or Site Activities. The Agreement contains, among other things, certain Owner and third party use and development restrictions on the Property.

3. The Agreement shall be for an initial development term of two (2) years, a two (2) year construction term, an operations term of Twenty- Five (25) years and two possible extended terms each of five (5) years if the terms and conditions of the Agreement are met.

4. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Tenant executed and are recording this Memorandum for the purposes set forth herein and for providing constructive notice of the Agreement and Tenant's rights thereunder and hereunder. The terms, conditions and covenants of the Agreement are set forth at length in the Agreement and are incorporated herein by reference as though fully set forth herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.

5. This Memorandum shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land to the extent consistent with applicable law.

6. Owner shall have no ownership, lien, security or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Tenant may remove any or all Solar Facilities at any time.

7. 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.

[signature page to follow]

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

OWNER:

TENANT:

Name:

By: _____

Name: _____

Title: _____

Name:

ACKNOWLEDGMENT OF OWNER

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2022, _____ who executed the foregoing instrument, and acknowledged the same.

(S E A L)

Name: _____
Notary Public, State of _____
My Commission Expires: _____

ACKNOWLEDGMENT OF OWNER

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2022, _____ who executed the foregoing instrument, and acknowledged the same.

(S E A L)

Name: _____
Notary Public, State of _____
My Commission Expires: _____

ACKNOWLEDGMENT OF TENANT

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2022, _____ who executed the foregoing instrument, as _____ of _____, and acknowledged the same.

(S E A L)

Name: _____
Notary Public, State of _____
My Commission Expires: _____

