SOLAR ENERGY LEASE AGREEMENT

THIS SOLAR ENERGY LEASE AGREEMENT (this "Lease") is made effective as of APRIL 5, 2023 (the "Effective Date"), by and between Arlyn J. Grussing, with an address of 6100 AUTO CLUB RD APT 314, MINNEAPOLIS MN 55438 ("Landlord"), and MN LAND ACQUISITIONS LLC, a Colorado limited liability company, with an address at 1724 Gilpin Street, Denver, CO 80218 ("Tenant").

A. Landlord is the owner of certain real property located in Chippewa County, Minnesota, commonly known as Parcel ID 14-015-1100 ("Landlord's Property").

B. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord a portion of Landlord's Property.

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

1. Basic Lease Terms.

1.1 Leased Premises. Up to 16 acres of real property, as more particularly described on Exhibit A attached hereto.

1.2 Commercial Operations Date. The first day that the Solar Energy System (as defined herein) delivers electricity to the electric grid in commercial quantities

1.3 Development Term. Commencing on the Effective Date and ending on the sooner to occur of (a) 4 years after the Effective Date, or (b) the date or dates on which the Operations Term (as defined below) commences.

1.4 Operations Term. Commencing on the Commercial Operations Date and ending on 25 years after the Commercial Operations Date (the "Initial Operations Term"). Tenant may extend the Initial Operations Term for 3 successive and continuous 5 year periods (each, a "Renewal Term") by giving written notice to the Landlord at any time more than six months before the expiration of the Operations Term. The Initial Operations Term and any Renewal Term are referred to herein as the "Operations Term".

1.5 Rent.

(a) Development Fee of $3,200 per year; and

(b) Operations Fee of $1,250 per acre per year, escalating at 2% annually, beginning on the first anniversary of the Commercial Operations Date.

2. Lease. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises, including all air space thereof.

3. Permitted Use. Tenant will have possession of the Leased Premises for the exclusive right for solar energy conversion, for the collection and transmission of electric power, and for related and incidental purposes and activities ("Solar Operations"), to be conducted in such locations on the Leased Premises as Tenant may determine, and whether accomplished by Tenant or a third party authorized by Tenant, including, without limitation:

3.1 Determining the feasibility of solar energy conversion on the Leased Premises or on neighboring lands, including conducting studies of solar radiation, soils, environmental conditions, and other meteorological and geotechnical data;

3.2 Developing, constructing, reconstructing, erecting, enlarging, installing, improving, replacing, relocating and removing from time to time, and maintaining, using, monitoring and operating, existing, additional or new (i) individual units or arrays of solar energy collection cells/panels and related facilities necessary to harness sunlight for energy generation and storage, including without limitation, existing and/or future technologies used or useful in connection with the generation and storage of electricity from sunlight, and associated support structure, braces, wiring, plumbing, and related equipment ("Solar Energy Facilities"), (ii) facilities for the storage, collection, distribution, step-up, step-down, wheeling, transmission and sale of electricity and for communications in connection with the Solar Energy Facilities, including, without limitation, the following, at such locations as Tenant will determine that are developed, constructed and/or operated on the Leased Premises: underground and/or overhead distribution, collection and transmission lines; underground and/or overhead control, communications and radio relay systems and telecommunications equipment; energy storage facilities; interconnection and/or switching facilities, circuit breakers, transformers; cables, wires, fiber, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, and any related or associated improvements, fixtures, facilities, appliances, machinery and equipment ("Transmission Facilities"), (iii) meteorological masts and solar energy measurement equipment, (iv) control buildings, control boxes and computer monitoring hardware, (v) utility lines and installations, (vi) safety protection facilities, (vii) laydown areas and maintenance yards, (viii) roads, bridges, culverts, and erosion control facilities, (ix) signs, fences, and gates, (x) maintenance, operations and administration buildings, and (xi) individual units or arrays of solar energy collection cells/panels and related facilities necessary to harness sunlight for energy generation, including without limitation, existing and/or future technologies used or useful in connection with the generation of electricity from sunlight, and associated support structure, braces, wiring, plumbing, and related equipment;

3.3 Using any existing water well or drilling, digging and excavating one or more wells on the Leased Premises for the purposes of servicing, operating and maintaining the Solar Energy Facilities, Transmission Facilities, and such other improvements and facilities for a Phase (collectively, the "Solar Energy System") that is located on the Leased Premises, including the right to tap into (at Tenant's sole cost and expense under a separate meter) any municipal, township, county, or other public water service;

3.4 Removing, trimming, pruning, topping, clearing or otherwise controlling the growth of any tree, shrub, crop, plant, or other vegetation; dismantling, demolishing, and removing any improvement, structure, embankment, impediment, berm, wall, fence, engineering works, or other object, on or that intrudes (or upon maturity could intrude) into the Leased Premises that could obstruct, interfere with or impair the Solar Energy System or the use of the Leased Premises intended by Tenant hereunder, provided, however, that the overall drainage off the property remain materially unaffected if any portion of the Leased Premises is utilized for agricultural purposes, and provided further that, Tenant's removal of any such improvements or structures having salvage value (as reasonably determined by Tenant) will be coordinated with Landlord, and if so elected by Landlord in writing within ten days after written notice from Tenant that any such improvement or structure must be removed, Landlord will have a 15 day period to remove any such improvement or structure at Landlord's expense. In the event Landlord fails to respond in writing to Tenant within such ten day period, or Landlord elects not to remove or fails to remove any such vegetation, improvements, or structures within such 15 day period, Tenant may remove and dispose of such vegetation, improvements, or structures at Tenant's expense, and Tenant will have no liability to Landlord relating to the removal and disposal thereof; and

3.5 Undertaking any other lawful activities, whether accomplished by Tenant or a third party authorized by Tenant, that Tenant determines are necessary, helpful, appropriate, convenient or cost-effective in connection with, incidental to or to accomplish any of the foregoing purposes, including agriculture, performing surveys, and conducting soils, environmental, biological, cultural, and other tests and studies.

4. Term and Termination.

4.1 Term. This Lease will initially be for the Development Term. On the Commercial Operation Date, the portion or portions of the Leased Premises upon which such Phase's Solar Energy System is located will automatically be subject to the Operations Term. "Phase" means each distinct Solar Energy System construction cycle that achieves Commercial Operation Date and has its own separate and distinct interconnection with the utility. A Phase does not include the replacement or repowering of any Solar Energy Facilities.

4.2 Termination. Tenant will have the right to terminate the Lease as to all or portions of the Leased Premises (a) immediately upon written notice to Landlord during the Development Term, and (b) upon at least 30 days prior written notice to Landlord during the Operations Term.

5. Payments. Tenant will pay or tender the following to Landlord:

5.1 Development Fee. Within 30 days after the later of (a) the Effective Date, or (b) Tenant's receipt of the Lease Closing Documents (as defined below), Tenant will pay Landlord the Development Fee for both the first calendar month period and the entire second calendar month period. Thereafter, on or before the first day of each month, Tenant will pay a monthly installment of the Development Fee in advance during, and for portions of the Leased Premises subject to, the Development Term. The first calendar month begins on the Effective Date of the Lease and ends on the last day of that month. The Development Fee for any partial month period, including the first calendar month of the Development Term, if applicable, will be prorated based on the number of days elapsed during that month period on the basis of a 365-day year, and Tenant may offset any unused portion of such Development Fee against any future payments payable by Tenant to Landlord under this Lease.

5.2 Operations Fee. Within 30 days after the Commercial Operation Date of the first Phase, Tenant will pay Landlord the Operations Fee for the first calendar month of the Operations Term and the entire second calendar month period of the Operations Term. Thereafter, on or before the first day of each month, Tenant will pay a monthly installment of the Operations Fee in advance during the Operation Term. The Operations Fee for any partial month period, including the first calendar month of the Operations Term, if applicable, will be prorated based on the number of days elapsed during that month period on the basis of a 365-day year.

5.3 Lease Closing Documents. "Lease Closing Documents" means executed, and if applicable, acknowledged copies of the following (a) this Lease; (b) the Memorandum of Solar Energy Development and Operations Lease Agreement; (c) a payment certification form, (d) a completed landowner consent form, and (e) a completed IRS W-9 form. Landlord acknowledges that Tenant will have no obligation to make any payments until all Lease Closing Documents have been delivered by Landlord to Tenant.

5.4 Reimbursement for Damage or Loss. Except as provided in Section 3.4, if any of Landlord's structures or improvements existing as of the Effective Date are materially damaged or destroyed as a result of Solar Operations, then Tenant will promptly repair or replace such structures or

improvements. Tenant will pay to Landlord the full amount of any damages to or loss of vegetation, including crops, on property adjacent to the Leased Premises caused by Tenant. The parties will utilize the Chicago Board of Trade, or other equivalent trading market, price data and U.S. Department of Agriculture's Farm Service Agency records, or other commonly used yield data, to determine a reasonable payment amount for crop damages or loss.

5.5 Method of Payments. All payments may be made by electronic funds transfer or wire transfer to a financial institution account provided by Landlord or made by check hand delivered, sent by overnight courier, or deposited in the United States mail, first-class postage prepaid, addressed to Landlord at Landlord's address for notice purposes set forth in Section 16.1.

5.6 Payment Tender and Distribution. If sent as described above by United States mail, payment will be deemed tendered to Landlord three days after such check is so mailed. Within 15 days of any change in the composition of the person or persons who comprise Landlord, including any change in Leased Premises ownership percentages, Landlord will provide Tenant written notice describing the change and an updated payment certification form.

6. Easements. Landlord hereby grants to Tenant:

6.1 Solar Easement. The exclusive right and easement on, over and across the Leased Premises for the free and unobstructed flow of sunlight resources, together with the exclusive right to (a) develop, use, convert, maintain and capture such sunlight, (b) convert solar energy into electrical energy, and (c) derive and keep all credits and income therefrom. Without limiting the generality of the preceding sentence, the parties intend by this Lease to create a "solar easement" pursuant to Minnesota Statute 500.30, for the benefit of the Leased Premises, burdening all of the real property described and depicted in Exhibit A. The Solar Easement is measured at angles of 360 degrees horizontally and 360 degrees vertically from the Leased Premises boundaries. Except for any obstructions existing on Landlord's Property adjacent to the Leased Premises as of the Effective Date, Landlord agrees that it will not obstruct direct sunlight to the Leased Premises from structures, buildings, improvements, fixtures, trees, brush or any other object located on Landlord's Property. Notwithstanding the foregoing general limitations, specifically, no obstructions will be installed after the Effective Date which cast a shadow on the Leased Premises as measured by a ratio of 1:2.5 (i.e. a 1-foot vertical obstruction at 90 degrees from the origin will be placed at a distance 2.5-feet or greater horizontally from the origin around the perimeter of the Leased Premises). This easement will be effective until the earlier of full termination or expiration of this Lease or its non-use for solar energy generation purposes continuously for two consecutive years during the Operations Term. In the event of interference with Tenant's enjoyment of the easement, Landlord will compensate Tenant for all damages caused to Tenant by said interference.

6.2 Access Easement. A non-exclusive easement grant for vehicular and pedestrian access, ingress and egress to and from the Leased Premises (including rights of ingress and egress for Transmission Facilities) over the Leased Premises, over Landlord's Property and over any property owned or controlled by Landlord that is adjacent to Landlord's Property (the "Adjacent Property"), at such locations as Tenant will determine, for purposes related to or associated with the Solar Energy System installed or to be installed on the Leased Premises, which, without limiting the generality of the foregoing, will entitle Tenant to use, improve and widen any existing and future roads and access routes or construct such roads as Tenant may determine reasonably necessary from time to time located on or providing access to the Leased Premises, across Landlord's Property and/or Adjacent Property; provided that, and notwithstanding anything in this Lease to the contrary, if Tenant requires any easement to be memorialized in a recordable form, Landlord will not require payment of any additional consideration.

7. Representations, Warranties and Covenants of Tenant.

7.1 No Interference. Tenant will take reasonable efforts, when conducting feasibility studies and constructing Solar Energy Systems, not to interfere with Landlord's agricultural activities on property adjacent to the Leased Premises.

7.2 No Construction Liens. Tenant will keep the Leased Premises free and clear of all liens and claims of lien for labor and materials resulting from its Solar Operations; provided, however, that Tenant will have the right to contest any such liens and claims by legal proceedings, which may be brought in the name of Landlord and/or Tenant where appropriate or required. Landlord will cooperate with Tenant in such contest and will be reimbursed for Landlord's reasonable documented out-of-pocket costs incurred in connection with such cooperation.

7.3 Tenant's Obligation to Pay Taxes. Tenant will pay when due all real and personal property taxes and assessments levied against Tenant's Solar Energy System on the Leased Premises or against Tenant's leasehold estate in the Leased Premises. Tenant will also be responsible for any increase in real or personal property taxes levied against the Leased Premises during the term of this Lease as a direct result of Tenant's Solar Operations on the Leased Premises. However, Tenant will not be liable for taxes or assessments attributable to improvements or facilities installed by Landlord or others on the Leased Premises, or to the underlying value of the Leased Premises itself, which taxes and assessments will be paid by Landlord. Tenant will have the right to contest by legal proceedings (which may be brought in the name(s) of Landlord and/or Tenant where appropriate or required), the validity or amount of any taxes or assessments for which it is responsible hereunder. Landlord will in all respects cooperate with Tenant in such contest and will be reimbursed for Landlord's reasonable documented out-of-pocket costs incurred in connection with such cooperation.

7.4 Tenant's Obligation to Carry Insurance. Prior to commencing Solar Operations on the Leased Premises, Tenant will obtain, and thereafter keep in force during the term of this Lease, (a) a policy of commercial general liability insurance covering property damage and liability for personal injury or death on or about the Leased Premises, with limits in the amount of $1,000,000 per occurrence and in the aggregate and (b) an umbrella or excess liability policy in the amount of Four Million Dollars $4,000,000; provided, however, that such coverage may be provided as part of a blanket policy that also covers other properties.

7.5 Tenant's Obligation to Restore the Leased Premises. Tenant will do the following with respect to any portions of the Leased Premises disturbed by Tenant in the course of Solar Operations: (a) within six months after completion of construction of each Phase, Tenant will restore such portions of the Leased Premises to a condition reasonably similar to its condition as of the Effective Date, except for any parts of the Leased Premises that Tenant determines it needs for continuing Solar Operations, and (b) within 12 months after the expiration, surrender, or termination of this Lease, Tenant will (i) decommission and remove from such portions of the Leased Premises any Solar Energy System owned or installed by Tenant thereon, and (ii) restore such portions of the Leased Premises to a condition reasonably similar to its condition as of the Effective Date, including without limitation, exercising commercially reasonable efforts to de-compact any substantially compacted soil and, if applicable, reseed disturbed soil with seed consistent with grass types in the vicinity of the Leased Premises. Tenant will have a continuing easement to enter the Leased Premises for such purpose during such 12 month period.

7.6 Tenant's Obligation to Comply with Law. Tenant will comply in all material respects with all laws, statutes, ordinances, regulations, decrees, orders and decisions of or issued by any governmental authority that are applicable to Tenant's Solar Operations on the Leased Premises

("Applicable Laws"). Tenant will have the right to contest by legal proceedings (which may be brought in the name(s) of Landlord and/or Tenant where appropriate or required), the validity or applicability of any such Applicable Law. Landlord will cooperate with Tenant in such contest and will be reimbursed for Landlord's reasonable documented out-of-pocket costs incurred in connection with such cooperation.

7.7 Hazardous Materials. Without limiting the generality of Section 7.6, in conducting its Solar Operations on the Leased Premises, Tenant will comply in all material respects with all laws governing the generation, manufacture, production, use, storage, release, discharge, transportation, or presence of Hazardous Material ("Environmental Law"). Further, Tenant will promptly clean up, remove or take other legally-authorized remedial action as required by Environmental Law with regard to any contamination or damage to soil or ground water on or in the Leased Premises caused by any Hazardous Material brought onto the Leased Premises by Tenant, and for which clean up, removal or remedial action is required. For purposes of this lease "Hazardous Materials" means any substance, material or waste which is now or hereafter classified by any such Environmental Law as hazardous or toxic.

7.8 Indemnification of Landlord. Only to the extent proximately caused by Tenant's Solar Operations on the Leased Premises, and except to the extent such any claims, liability, losses, damages, costs and/or expenses ("Claims") is caused or contributed to by Landlord or Landlord's employees, agents, contractors or invitees, Tenant will indemnify, defend and hold harmless Landlord against any Claims arising out of (a) physical damage to property and physical injuries or death to Landlord, Landlord's property or the public, (b) the presence or release of Hazardous Materials in, under, on or about the Leased Premises, or (c) the violation of any Environmental Law; in each case.

7.9 Tenant's Liability. Notwithstanding the foregoing, (a) Tenant's liability for any damage or destruction of structures, improvements, livestock, and crops will be governed by Section 5.4, and not by this Section 7.9, and (b) Tenant's liability under this Section 7.9 will not include losses of income, rent, business opportunities, profits or the like that may result from Landlord's loss of use of portions of the Leased Premises by reason of Tenant's Solar Operations. Tenant's obligations set forth in this Section 7.9 will survive the expiration or earlier termination of this Lease.

8. Representations, Warranties and Covenants of Landlord.

8.1 Ownership and Encumbrances. Landlord is the sole owner of the Leased Premises, in fee simple. The Leased Premises is not subject to any federal, state, or local conservation program or any recorded or unrecorded lien, encumbrance, covenant, condition, reservation, restriction, easement, lease, sublease, occupancy, tenancy, mineral right, option, right of first refusal, or other matter (an "Encumbrance") that could materially interfere with Tenant's use of the Leased Premises.

8.2 Quiet Enjoyment. To Landlord's knowledge, no actions, arbitrations, lawsuits, or regulatory proceedings are pending or anticipated or threatened with respect to any matter affecting the Leased Premises. To Landlord's knowledge, the Leased Premises is not, and has not been, in violation of any local, state, or federal laws or regulations that would materially impact Tenant's use. During the term of this Lease, (a) Tenant will have peaceful and quiet enjoyment of the Leased Premises, without hindrance or interruption by Landlord or any other person or entities, and (b) Landlord will protect and defend the right, title and interest of Tenant hereunder from any other rights, interests, title and claims of or by any person or entity.

8.3 No Representation Regarding Solar Energy System. Landlord acknowledges that (a) Tenant has made no representation or warranty as to the likelihood that a Solar Energy System will be constructed on the Leased Premises, or, if constructed, that it will not be removed from the Leased Premises,

and (b) any expression by Tenant to Landlord as to the expected number or type of Solar Energy Systems to be constructed on the Leased Premises, is and was purely an estimate based on the information available to Tenant at the time and is not a covenant or guarantee that any such construction will occur.

8.4 Permitting; Cooperation; Further Assurances. Tenant may process and obtain any permits, entitlements, approvals, licenses, variances, or other rights (including any zoning change, conditional use permit and tax-incentive or tax-abatement program approval) from any governmental authority or other Person in connection with Solar Operations (collectively, "Approvals"). Landlord will fully support and cooperate with Tenant in the conduct of Solar Operations and the exercise of Tenant's rights hereunder, in providing any further assurances requested by Tenant, and in carrying out and otherwise giving full force and effect to the purpose and intent of this Lease, including in Tenant's efforts to obtain any Approvals or financing; and Landlord will (a) execute any map, application, waiver, estoppel certificate, consent and other document that is reasonably requested by Tenant in connection herewith or therewith and (b) return the same to Tenant within ten days after Landlord's receipt thereof. Without limiting the generality of the foregoing, (i) if requested by Tenant, Landlord will participate, in support of Tenant, in any appeals or regulatory proceedings respecting the Solar Energy System and (ii) in the event that the location of any Solar Energy System to be installed or constructed, on the Leased Premises or any adjacent properties along or near property lines is limited or restricted by any private agreements, Encumbrances or Applicable Law (including any setback requirements), Landlord (1) hereby waives enforcement of such agreements, Encumbrances and Applicable Law, (2) will assist Tenant in obtaining waivers or variances from the same, and (3) will execute all documents evidencing Landlord's agreement to the waiver or elimination of such requirements. Tenant agrees to reimburse Landlord for Landlord's reasonable out-of-pocket expenses incurred in providing such cooperation to Tenant.

8.5 No Interference. Neither Landlord nor any of its tenants, licensees, contractors, invitees, agents, assigns, or anyone else obtaining rights from Landlord (collectively, "Landlord parties") will, currently or prospectively, interfere with, impair, delay or materially increase the cost of any of Tenant's Solar Operations (whether conducted on the Leased Premises or adjacent or nearby property), or the undertaking of any other activities or the free enjoyment or exercise of any other rights or benefits given to or permitted Tenant hereunder. Without limiting the generality of the foregoing, neither Landlord nor any Landlord parties will (a) interfere with or impair the free, unobstructed and natural availability of sunlight over or across the Leased Premises (whether by planting trees, constructing structures, or otherwise), or the lateral or subjacent support for the Solar Energy System or (b) engage in any other activity on the Leased Premises or adjacent or nearby property that might cause a decrease in the output, efficiency or longevity of the Solar Energy System. Notwithstanding the foregoing general limitations, specifically, no obstructions will be installed which cast a shadow on the Leased Premises as measured by a ratio of 1:2.5 (i.e. a one (1) foot vertical obstruction at 90 degrees from the origin will be placed at a distance two and a half (2.5) feet or greater horizontally from the origin around the perimeter of the Leased Premises). (For example, if a future structure is twenty (20) feet tall then it must be placed at a distance of fifty (50) feet or more from the perimeter of the Leased Premises).

8.6 Indemnification of Tenant. Landlord will indemnify, defend and hold harmless Tenant against Claims arising out of (a) the presence or release of Hazardous Materials in, under, on or about the Leased Premises, or (b) the violation of any Environmental Law; in each case only to the extent proximately caused by Landlord or any of the Landlord parties, and except to the extent such Claims are caused or contributed to by the negligence or willful misconduct of Tenant or Tenant's employees, agents, contractors or invitees. Landlord's obligations set forth in this Section 8.6 will survive the expiration or earlier termination of this Lease.

9. **Assignment and Financing.** Tenant and any sublessee or assign of Tenant will have the absolute right at any time and from time to time, without obtaining Landlord's consent, to: (a) sell, convey, assign, sublease or otherwise transfer to any person all or any portion of its right, title or interest under this Lease, in the Leased Premises, and/or in any Solar Energy System; and/or (b) grant an encumbrance, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) of all or any portion of Tenant's right, title or interest under this Lease, in the Leased Premises, and/or in any Solar Energy System to any lender as security for the repayment of any indebtedness and/or the performance of any obligation ("Lender's Lien"). No such sale, conveyance, assignment, sublease, or other transfer will relieve Tenant of its obligations under this Lease unless Tenant assigns its entire interest hereunder, in which event Tenant will have no continuing liability.

10. **Condemnation.** If Leased Premises or the Solar Energy System, or any part thereof, is taken by eminent domain, by inverse condemnation, by severance or for any public or quasi-public use occurs (a "Taking"), then the compensation payable therefor, whether pursuant to a judgment, by agreement or otherwise, including any damages and interest, will be distributed as follows: (a) any portion of such compensation attributable to the Taking of this Lease or the Solar Energy System, any cost or loss that Tenant may sustain in the removal and/or relocation of the Solar Energy System, or Tenant's anticipated or lost profits, will be paid to Tenant; and (b) any portion of such compensation attributable to the Taking of the fee title, and all remaining amounts of such compensation, will be paid to Landlord.

11. **Division into Separate Leases.** Tenant may use the Leased Premises for one Phase, or Tenant may divide the Leased Premises into two or more separate Phases. If Tenant elects to divide the Leased Premises into two or more Phases, upon Tenant's election and written notice to Landlord, Landlord will, within 20 days after written notice from Tenant, and without demanding any additional consideration, bifurcate this Lease by entering in new leases (which will supersede and replace this Lease) that provide Tenant with separate leasehold estates in different portions of the Leased Premises, as designated by Tenant. Each of such new leases will: (a) specify the portion of the Leased Premises to be covered thereby (and the term "Leased Premises", as used therein, will refer only to such portion), (b) contain the same terms and conditions as this Lease (except for any requirements that have been fulfilled by Tenant, any sublessee or any other person or entity prior to the execution of such new leases, and except for any modifications that may be required to ensure that each party's combined obligations under such new leases do not exceed such party's obligations under this Lease) and be in a form reasonably acceptable to Tenant; (c) be for a term equal to the then remaining term of this Lease; (d) contain a grant of access, transmission, communications, utility and other easements for the benefit of the bifurcated leasehold estates, covering such portion or portions of the Leased Premises as Tenant may designate; (e) require payment to Landlord of only an acreage-proportionate part of the payments under this Lease (which under all such new leases will in the aggregate equal the amounts that are due under this Lease); and (f) to the extent permitted by law, enjoy the same priority as this Lease over any lien, encumbrance or other interest against the Leased Premises. Further, notwithstanding any other provision of this Lease, in the event of any uncured Event of Default under any such new lease, such default will not affect, or cause a termination of, any other such new lease or any rights or interests granted under any other such new lease.

12. **Security; Landlord's Access.** Tenant, in its discretion, may install and maintain any security measures to protect the Solar Energy System, including, without limitation, warning signs, fences, closed or locked gates, and other measures appropriate to reasonably protect the Solar Energy System from damage or destruction. Landlord may obtain access to any such fenced portion of the Leased Premises for the purpose of inspection of activities thereon up to two times per calendar year upon 20 days prior written notice to Tenant, provided that such access will not unreasonably interfere with Tenant's Solar Operations and Landlord will be accompanied by a representative of Tenant at all times and will abide by any and all safety precautions.

13. Default; Remedies.

13.1 Default. Either party will be in breach or default of this Lease if such party defaults in the performance of any of its obligations under this Lease and such default continues for 30 days after receipt by the non-defaulting party of written notice thereof, unless such breach or default will be of such a nature that the same cannot be completely remedied or cured within such 30 day period, then such default will not be a breach of this Lease for the purposes of this Section if the defaulting party will have commenced curing such default within such 30 day period and will proceed with reasonable diligence and in good faith to remedy the default.

13.2 Remedies. If a defaulting party fails to cure the default in accordance with Section 13.1, the non-defaulting party will be entitled to exercise any and all remedies available to it hereunder, at law or in equity, which remedies will be cumulative. Such remedies will include the right in the non-defaulting party to pay or perform any obligations of the defaulting party that have not been paid or performed as required herein. If Landlord is the don-Defaulting party, then, subject to Section 15, its remedies will include the right to terminate this Lease by giving written notice of such termination to Tenant and to each lender. If Landlord is the defaulting party, then Tenant may (but need not) offset such costs against any payments due to Landlord hereunder.

14. Estoppel Certificates and SNDA.

14.1 Estoppel Certificates. Landlord will, within ten days after written request made from time to time by Tenant or any existing or proposed lender, execute and deliver to the requesting person an instrument (a) certifying that this Lease is in full force and effect and has not been modified (or if modified stating with particularity the nature thereof), (b) certifying the dates to which payments have been paid, (c) certifying that there are no uncured Events of Default hereunder (or, if any uncured Events of Default exist, stating with particularity the nature thereof) and (d) containing any other certifications as may reasonably be requested. Any such certificates may be conclusively relied upon by Tenant, such lender and any person that is proposing to invest in Tenant or in one or more Phases.

14.2 SNDA. At any time that the Leased Premises is made subject to any mortgage or deed of trust (including, without limitation, prior to the date hereof), Landlord will use commercially reasonable good faith efforts to cause the mortgagee to deliver to Tenant a Subordination, Non-Disturbance and Attornment Agreement ("SNDA"), providing in part that so long as Tenant is not in default under this Lease after the expiration of any applicable notice and cure periods, Tenant may remain in possession of the Leased Premises under the terms of this Lease, even if the mortgagee or its successor should acquire Landlord's title to the Leased Premises. The foregoing obligation will apply if the Leased Premises is currently subject to any mortgage or deed of trust, and Landlord will use commercially reasonable efforts to cause the mortgagee and any lessor (whether under a ground or master lease) to deliver to Tenant an SNDA prior to the Commencement Date. Notwithstanding anything herein to the contrary, the subordination of this Lease to any Encumbrance hereafter placed upon the Leased Premises and Tenant's agreement to attorn to the holder will be conditioned upon the holder entering into an SNDA.

15. Protection of Lenders.

15.1 Lender's Rights Upon Default. As a precondition to exercising any rights or remedies as a result of any Event of Default by Tenant, Landlord will deliver a duplicate copy of the applicable Notice of Default to each lender concurrently with delivery of such notice to Tenant, specifying in detail the Event of Default and the required remedy, to each lender that has previously provided written notice, including contact information, to Landlord of its lender status. Each lender will have the same

period of time after receipt of a Notice of Default to cure an Event of Default as is given to Tenant under this Lease, plus, in each instance, an additional 60 days; provided, however, that such 60 day period will be extended for the time reasonably required by the lender to complete such cure, including the time required for the lender to obtain possession of the Leased Premises, institute foreclosure proceedings or otherwise perfect their right and ability to effect such cure. Landlord will not terminate this Lease prior to expiration of the cure periods available to the lender as set forth above. Further, neither the bankruptcy nor the insolvency of Tenant will be grounds for terminating this Lease as long as the payments are paid by a lender in accordance with the terms hereof. If any Event of Default by Tenant under this Lease cannot be cured without obtaining possession of all or part of the Leased Premises, the Solar Energy System and/or the leasehold estate, then any such Event of Default will nonetheless be deemed remedied if: (a) within 60 days after receiving a Notice of Default from Landlord as set forth in Section 11.2, a lender acquires possession thereof, or commences appropriate judicial or nonjudicial proceedings to obtain the same; (b) lender prosecutes any such proceedings to completion with commercially reasonable diligence; and (c) after gaining possession thereof, lender performs all of Tenant's other obligations hereunder as and when the same are due. If a lender is prohibited from commencing or prosecuting the proceedings described above by law or by any process, injunction of decision of any court, then such 60 day period will be extended for the period of such prohibition. If this Lease is rejected or otherwise terminated pursuant to bankruptcy law or any other law affecting creditors' rights, then, so long as a lender cures any monetary Event of Default by Tenant, Landlord will, immediately upon written request from a lender given within 90 days after any such rejection or termination, enter into a new lease in favor of the lender, which new lease will contain the same representations and warranties, agreements, terms, provisions and limitations as this Lease (except for any requirements that have been fulfilled by Tenant or any other Person prior to such rejection or termination). At the option of the lender, the new lease may be executed by a designee of such lender, without the lender assuming the burdens and obligations of Tenant thereunder. If more than one lender makes a written request for a new lease pursuant hereto, then the same will be delivered to the lender whose Lender's Lien is senior in priority.

15.2 Amendment. At Tenant's request, Landlord will amend this Lease to include any provision that may reasonably be requested by any existing or proposed lender, and will execute such additional documents as may reasonably be requested to evidence such lender's rights under this Lease; provided, however, that without Landlord's consent, such amendment will not materially impair the rights of Landlord under this Lease or extend the term of this Lease beyond the period of time stated in Section 1.4. Further, Landlord will, within ten days after written notice from Tenant or any existing or proposed lender, execute and deliver thereto a certificate (a) that Landlord will accord to such lender all the rights and privileges of a lender hereunder and (b) containing such other provisions and consents as such lender may reasonably request.

16. Miscellaneous Provisions.

16.1 Notices. Notices will be in writing and will be given (a) personally, (b) by electronic mail, (c) by certified or registered mail, postage prepaid, return receipt requested, or (d) by overnight delivery service, freight prepaid to the addresses as set forth below. Notices delivered by hand or electronic will be deemed received when delivered. Notices sent by certified or registered mail or by overnight delivery service will be deemed received upon (i) acceptance of delivery by the recipient or (ii) rejection of delivery by the recipient. Each party may change its address for notice purposes by giving written notice of such change to the other party in the manner provided in this Section 16.1.

16.2 Tenant's Right to Surrender. Upon any Lease termination by Tenant, the parties' respective rights and obligations hereunder will cease as to the Leased Premises (or such part or parts thereof, as applicable) as to which such termination applies; but this Lease will remain in full force and

effect as to any remaining parts of the Leased Premises. The portion of the Leased Premises remaining after any partial termination of this Lease will thereafter be the "Leased Premises" for purposes of this Lease and all payment amounts based on acreage will be adjusted accordingly. In the event of any such partial termination, Landlord and Tenant will cooperate to preserve and provide for reasonable means of access to and from the Leased Premises and partially terminated portions thereof, as reasonably necessary for Landlord's operations on such terminated property and Tenant's operations on the Leased Premises. Further, upon any expiration or termination of this Lease for any reason, Tenant will execute and record in the county records a termination or release of all of Tenant's right, title, or interest under this Lease as to all or the applicable portions of the Leased Premises.

16.3 Ownership of Solar Energy System. The parties acknowledge and agree that (a) any Solar Energy System constructed on the Leased Premises will at all times remain the property of Tenant and will not be deemed to be fixtures, and (b) Landlord will have no ownership, lien, security or other interest (including any lien that might otherwise be implied by law) in any Solar Energy System installed on the Leased Premises, or in any profits or income derived therefrom.

16.4 Force Majeure. Tenant's obligations under this Lease will be suspended and excused, and the time periods set forth herein will be extended, while Tenant is prevented or substantially hindered or restricted, by an Event of Force Majeure, from conducting Solar Operations or performing its obligations hereunder. "Event of Force Majeure" means any of the following, whether actual or potential: strikes, lock outs, or other labor disturbances; delays in transportation; the inability to secure labor or materials in the open market; acts of God or the elements; pandemics; conditions attributable to acts of war, terrorism, or civil disturbances; acts or failures to act of Landlord; the effect of any Laws; the failure of a governmental authority to issue any permit, entitlement, approval, or authorization within sixty (60) days after Tenant submits an application for the same; or any other matter or condition beyond the reasonable control of Tenant.

16.5 Successors and Assigns. The terms, covenants, and conditions contained in this Lease will bind and inure to the benefit of Landlord and Tenant and, except as otherwise expressly provided herein, their respective personal representatives and successors and assigns. Except with respect to the rights conferred upon lenders hereunder (which lenders and their successors and assigns will be third party beneficiaries hereof to the extent of the lenders' rights hereunder), the representations and warranties contained herein are made solely for the benefit of the parties and their respective successors and assigns.

16.6 Dispute Resolution. The parties will attempt amicable resolution of any disputes arising out of or related to this Lease. If amicable resolution fails, as either party determines in its sole discretion, then the parties will submit the dispute to binding arbitration before a single arbitrator through JAMS Resolution Center in Minneapolis, Minnesota. Notwithstanding the foregoing, the parties acknowledge and agree that at any time either party may seek injunctive relief in a court with jurisdiction and venue regarding such matter.

16.7 Attorney's Fees. In the event of any arbitration or litigation for the interpretation, enforcement or termination hereof, or for damages for a Default hereunder, or which in any other manner relates to this Lease, Solar Operations or the Leased Premises, the prevailing party will be entitled to recover from the other party its actual and reasonable costs and attorney's fees incurred in connection therewith.

16.8 Entire Agreement. This Lease, including any Exhibits attached hereto, contains the entire agreement between the parties in connection with any matter mentioned herein, and all prior or contemporaneous agreements, understandings and representations are merged herein and superseded hereby.

16.9 Invalidity. Should any provision of this Lease be held to be invalid, void or unenforceable, the remaining provisions hereof will remain in full force and effect, unimpaired by such holding.

16.10 No Partnership. This Lease will not be interpreted as creating any partnership or other relationship between the parties, other than that of landlord and tenant.

16.11 Construction. Any rule of construction to the effect that ambiguities are to be resolved in favor of either party will not be employed in the interpretation of this Lease and is hereby waived.

16.12 Waiver. No waiver by a party of any term or provision hereof will be deemed a waiver of any other term or provision, and any waiver of rights hereunder must be in writing to be effective.

16.13 Captions and Headings. Captions and headings used herein are for convenience of reference only and do not affect the scope, meaning or intent hereof.

16.14 Counterparts; Electronic Signatures. This Lease may be executed with counterpart signature pages and in duplicate originals, each of which will be deemed an original, and all of which will collectively constitute a single instrument. Documents executed, scanned and transmitted electronically and electronic signatures will be deemed original signatures for purposes of this Lease, with such scanned and electronic signatures having the same legal effect as original signatures and binding on the parties hereto.

16.15 Independent Legal Counsel. Each party acknowledges that, in executing this Lease, such party has had the opportunity to seek the advice of independent legal counsel and has read and understands all of the terms and provisions of this Lease. This Lease will not be construed against any party by reason of the drafting or preparation thereof.

16.16 Amendment. This Lease may only be amended, modified, or supplemented by an agreement in writing duly executed by both Landlord and Tenant.

16.17 Consent. Wherever the consent of a party is required or requested hereunder, such consent will not be unreasonably withheld, conditioned or delayed.

16.18 Memorandum of Lease. Upon receipt of a title commitment or other evidence of the ownership and legal description of the Leased Premises, the parties will execute and deliver a memorandum of this Lease in the form attached as Exhibit B, which Tenant may record in the county records.

16.19 Liability; Waiver of Certain Damages. If Landlord consists of more than one Person, then the liability of each such Person will be joint and several. Notwithstanding anything to the contrary in this Lease, neither party will be entitled to, and each party hereby waives, any rights to recover consequential, incidental, punitive or exemplary damages, however arising, under or with respect to any action or inaction taken in connection with this Lease.

16.20 Applicable Law. The Laws of the State of Minnesota will govern the validity, performance, and enforcement of this Lease.

16.21 Confidentiality. During term of this Lease and for three years after the termination or expiration of this Lease in its entirety, the terms and conditions of this Lease are confidential between the parties and will not be disclosed to anyone else except (a) as necessary to effectuate its terms, (b) as required by a governmental entity, (c) as ordered by a court of competent jurisdiction, (d) to immediate family members, professional advisors, and parties with a bona fide interest in a transaction involving the Leased Premises, provided such persons pre-disclosure agree to the confidentiality requirement of this Section 16.211, or (e) as otherwise mutually agreed to in writing by the parties.

[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGE TO SOLAR ENERGY LEASE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first set forth above.

LANDLORD:

Arlyn J Grussing

By: _____
Name:
Its: ARLYN GRUSSING

TENANT:

MN LAND ACQUISITIONS LLC, a Colorado limited liability company

By: SunShare Company Holdings LLC, a Delaware limited liability company
Its: Manager

By: _____
Name: Corrina Kumpe
Its: Chief Operating Officer

EXHIBIT A
TO SOLAR ENERGY LEASE AGREEMENT

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF CHIPPEWA, STATE OF MINNESOTA:

LEGAL DESCRIPTION AND MAP OF THE PROPERTY
SUBJECT TO THE LEASEHOLD ESTATE

Address: 8080 HWY 7 SE, CLARA CITY, MN 56222

Legal Description:

Parcel Number: 14-015-1100

Map:

Total Acres Leased: Up to 16 acres as outlined in red on the Map.

Access lanes not less than 80 feet wide will remain open on both the east and west sides of the Leased Premises for farm equipment to access the property.

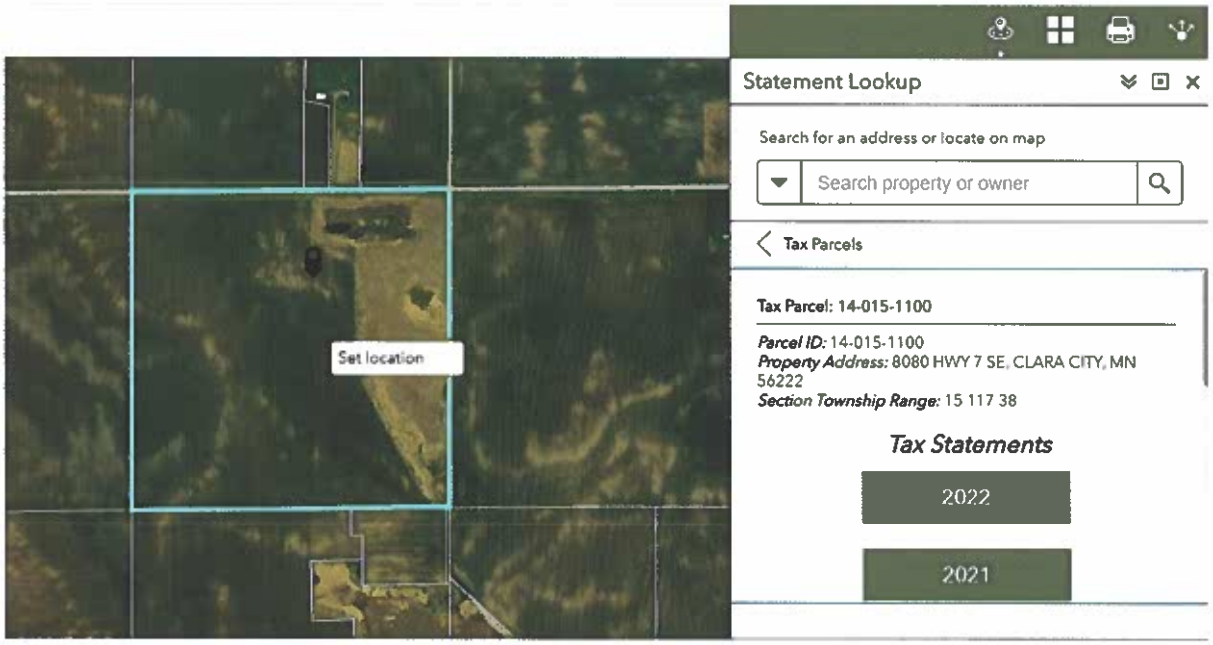
LEGAL DESCRIPTION AND MAP OF THE PROPERTY
SUBJECT TO THE SOLAR EASEMENT

Address: 8080 HWY 7 SE, CLARA CITY, MN 56222

Legal Description:

Parcel Number: 14-015-1100

Map:



Total Acres Leased: Up to 16 acres

MEMORANDUM OF SOLAR ENERGY LEASE AGREEMENT

THIS MEMORANDUM OF SOLAR ENERGY LEASE AGREEMENT (this "Memorandum") is made May 2, 2023 (the "Effective Date") by and between Arlyn J. Grussing, with an address of 6100 AUTO CLUB RD APT 314, MINNEAPOLIS MN 55438 ("Landlord"), and **MN LAND ACQUISITIONS LLC**, a Colorado limited liability company, with an address at 1724 Gilpin Street, Denver, CO 80218 ("Tenant").

1. **Lease.** Landlord and Tenant have executed a Solar Energy Lease Agreement (the "Lease") dated as of the Effective Date, by which Landlord leases to Tenant and Tenant leases from Landlord, the real property (the "Leased Premises") located in Chippewa County, Minnesota, and more particularly described on Exhibit A attached hereto and incorporated by reference.

2. **Permitted Use.** Tenant will have possession of the Leased Premises for the exclusive right for solar energy conversion, for the collection and transmission of electric power, and for related and incidental purposes and activities ("Solar Operations"), to be conducted in such locations on the Leased Premises as Tenant may determine, and whether accomplished by Tenant or a third party authorized by Tenant, including, without limitation:

(a) Determining the feasibility of solar energy conversion on the Leased Premises or on neighboring lands, including conducting studies of solar radiation, soils, environmental conditions, and other meteorological and geotechnical data;

(b) Developing, constructing, reconstructing, erecting, enlarging, installing, improving, replacing, relocating and removing from time to time, and maintaining, using, monitoring and operating, existing, additional or new (i) individual units or arrays of solar energy collection cells/panels and related facilities necessary to harness sunlight for energy generation and storage, including without limitation, existing and/or future technologies used or useful in connection with the generation and storage of electricity from sunlight, and associated support structure, braces, wiring, plumbing, and related equipment ("Solar Energy Facilities"), (ii) facilities for the storage, collection, distribution, step-up, step-down, wheeling, transmission and sale of electricity and for communications in connection with the Solar Energy Facilities, including, without limitation, the following, at such locations as Tenant will determine that are developed, constructed and/or operated on the Leased Premises: underground and/or overhead distribution, collection and transmission lines; underground and/or overhead control, communications and radio relay systems and telecommunications equipment; energy storage facilities; interconnection and/or switching facilities, circuit breakers, transformers; cables, wires, fiber, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, and any related or associated improvements, fixtures, facilities, appliances, machinery and equipment ("Transmission Facilities"), (iii) meteorological masts and solar energy measurement equipment, (iv) control buildings, control boxes and computer monitoring hardware, (v) utility lines and installations, (vi) safety protection facilities, (vii) laydown areas and maintenance yards, (viii) roads, bridges, culverts, and erosion control facilities, (ix) signs, fences, and gates, (x) maintenance, operations and administration buildings, and (xi) individual units or arrays of solar energy collection cells/panels and related facilities necessary to harness sunlight for energy generation, including without limitation, existing and/or future technologies used or useful in connection with the generation of electricity from sunlight, and associated support structure, braces, wiring, plumbing, and related equipment;

(c) Using any existing water well or drilling, digging and excavating one or more wells on the Leased Premises for the purposes of servicing, operating and maintaining the Solar Energy Facilities, Transmission Facilities, and such other improvements and facilities for a Phase (collectively, the "Solar Energy System") that is located on the Leased Premises, including the right to tap into (at Tenant's sole cost and expense under a separate meter) any municipal, township, county, or other public water service;

(d) Removing, trimming, pruning, topping, clearing or otherwise controlling the growth of any tree, shrub, crop, plant, or other vegetation; dismantling, demolishing, and removing any improvement, structure, embankment, impediment, berm, wall, fence, engineering works, or other object, on or that intrudes (or upon maturity could intrude) into the Leased Premises that could obstruct, interfere with or impair the Solar Energy System or the use of the Leased Premises intended by Tenant; and

(e) Undertaking any other lawful activities, whether accomplished by Tenant or a third party authorized by Tenant, that Tenant determines are necessary, helpful, appropriate, convenient or cost-effective in connection with, incidental to or to accomplish any of the foregoing purposes, including agriculture, performing surveys, and conducting soils, environmental, biological, cultural, and other tests and studies.

3. **Solar Easement**. Pursuant to the Lease, Landlord granted to Tenant the exclusive right and easement on, over and across the Leased Premises for the free and unobstructed flow of sunlight resources, together with the exclusive right to (a) develop, use, convert, maintain and capture such sunlight, (b) convert solar energy into electrical energy, and (c) derive and keep all credits and income therefrom. Without limiting the generality of the preceding sentence, the parties intend to create a "solar easement" pursuant to Minnesota Statute Section 500.30, for the benefit of the Leased Premises, burdening the real property described and depicted in Exhibit A. The Solar Easement is measured at angles of 360 degrees horizontally and 360 degrees vertically from the Leased Premises boundaries. Except for any obstructions existing on Landlord's property adjacent to the Leased Premises as of the Effective Date, Landlord agrees that it will not obstruct direct sunlight to the Leased Premises from structures, buildings, improvements, fixtures, trees, brush or any other object located on Landlord's Property. Notwithstanding the foregoing general limitations, specifically, no obstructions will be installed after the Effective Date which cast a shadow on the Leased Premises as measured by a ratio of 1:2.5 (i.e. a 1-foot vertical obstruction at 90 degrees from the origin will be placed at a distance 2.5-feet or greater horizontally from the origin around the perimeter of the Leased Premises). This easement will be effective until the earlier of full termination or expiration of this Lease or its non-use for solar energy generation purposes continuously for two consecutive years during the Operations Term. In the event of interference with Tenant's enjoyment of the easement, Landlord will compensate Tenant for all damages caused to Tenant by said interference.

4. **Access Easement**. Pursuant to the Lease, Landlord granted to Tenant a non-exclusive easement grant for vehicular and pedestrian access, ingress and egress to and from the Leased Premises (including rights of ingress and egress for Transmission Facilities) over the Leased Premises, and over Landlord's adjacent property, at such locations as Tenant will determine, for purposes related to or associated with the Solar Energy System installed or to be installed on the Leased Premises, which, without limiting the generality of the foregoing, will entitle Tenant to use, improve and widen any existing and future roads and access routes or construct such roads as Tenant may determine reasonably necessary from time to time located on or providing access to the Leased Premises, across Landlord's adjacent property.

5. **Term**. The Lease consists of two term periods, described as follows:

(a) The "Development Term" commences on the Effective Date and ends on the sooner to occur of (i) 4 Years after the Effective Date, or (ii) the date on which the Operations Term (defined below) commences for any portion or portions of the Leased Premises for each Solar Energy System construction cycle that achieves a commercial operations date and increases the generation capacity by more than one-hundred (100) kW on the Leased Premises and any contiguous parcels.

(b) The "Operations Term" is a 25-year term for the portion or portions of the Leased Premises that automatically commences on the commercial operations date for each phase. For each phase, Tenant will have the option and right to extend the Operations Term for up to three continuous 5 year periods.

6. **Termination**. Tenant, in Tenant's sole and absolute discretion, will have the right to terminate the Lease as to all or portions of the Leased Premises (a) immediately upon written notice to Landlord during the Development Term, and (b) upon at least 30 days written notice to Landlord during any Operations Term.

7. **Surface Use Relinquishment**. To the extent that Landlord holds any mineral estate interests connected to the Leased Property at any time during either the Development Term or the Operations Term, Landlord hereby grants to Tenant a surface use relinquishment of Landlord's mineral estate interest related surface rights over the Leased Premises such that neither Landlord, nor any of its tenants, licensees, contractors, invitees, agents or assigns, will use the surface of the Leased Premises for mining, drilling, exploration, production, or other related purposes so long as the Lease is effective.

8. **Owner Activities.** Neither Landlord nor any of its tenants, licensees, contractors, invitees, agents or assigns, currently or prospectively, interfere with, impair, delay or materially increase the cost of Tenant's Solar Operations, or the undertaking of any other activities or the free enjoyment or exercise of any other rights or benefits given to or permitted Tenant under the Lease. Without limiting the generality of the foregoing, neither Landlord nor anyone obtaining rights from or acting with the permission of Landlord will (a) interfere with or impair the free, unobstructed and natural availability of sunlight over or across the Leased Premises (whether by planting trees, constructing structures, or otherwise), or the lateral or subjacent support for the Solar Energy System, or (b) engage in any other activity on the Leased Premises that might cause a decrease in the output, efficiency or longevity of the Solar Energy System.

9. **Construction With Lease**. All of the terms, covenants, representations, warranties and conditions regarding the Lease and rights and obligations of Landlord and Tenant are more particularly set forth in the Lease, which is incorporated by this reference. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or representations and warranties of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease will control. It is not intended that this Memorandum constitute an amendment to the Lease, and the Lease will control in the event of any inconsistency between it and this Memorandum.

[Remainder of page intentionally left blank; signature pages to follow]

SIGNATURE PAGE TO MEMORANDUM OF SOLAR ENERGY LEASE

IN WITNESS WHEREOF, Landlord has executed this Memorandum of Solar Energy Lease as of the date first set forth above.

LANDLORD:

_____
[_____]

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This Memorandum of Solar Energy Lease Agreement was acknowledged before me on _____, 20__, by _____.

WITNESS my hand and official seal:

_____
Notary Public

Commission Expires:_____

SIGNATURE PAGE TO MEMORANDUM OF SOLAR ENERGY LEASE

IN WITNESS WHEREOF, Tenant has executed this Memorandum of Solar Energy Lease as of the date first set forth above.

TENANT:

MN LAND ACQUISITIONS LLC,
a Colorado limited liability company

By: SunShare Company Holdings LLC,
a Delaware limited liability company
Its: Manager

By: _____
Name: Corrina Kumpe
Its: Chief Operating Officer

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

This Memorandum of Solar Energy Lease Agreement was acknowledged before me on May 2, 2023, by Corrina Kumpe, Chief Operating Officer of SunShare Company Holdings LLC, Manager of MN Land Acquisitions LLC.

WITNESS my hand and official seal:

_____
Notary Public

Commission Expires: 11/28/2026

MACKENZIE MARIE MILLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224044820
MY COMMISSION EXPIRES NOVEMBER 28, 2026

EXHIBIT A
TO MEMORANDUM OF SOLAR ENERGY LEASE AGREEMENT

LEGAL DESCRIPTION AND MAP OF THE PROPERTY
SUBJECT TO THE LEASEHOLD ESTATE

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Parcel Number: 14-015-1100

Map:

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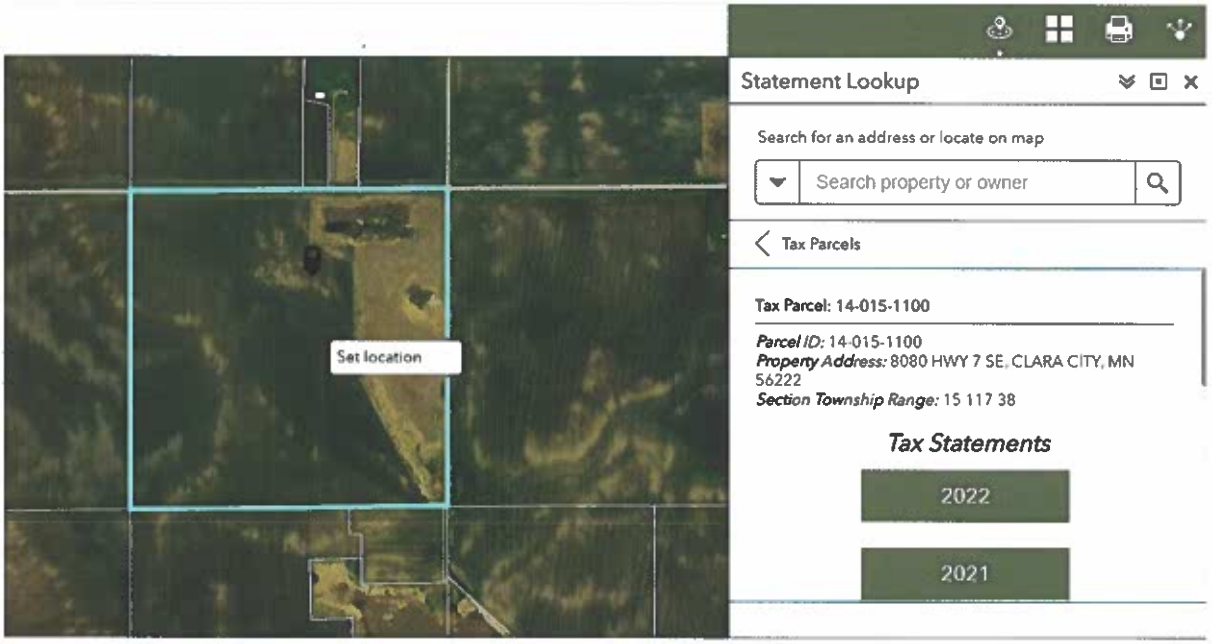

Total Acres Leased: Up to 16 acres