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BEAVER COUNTY CORPORATION
For: K&L GATES LLP
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**PARTIAL ASSIGNMENT AND AMENDMENT OF COMMERCIAL SOLAR
EQUIPMENT LEASE AND MEMORANDUM OF AGREEMENT**

Prepared by:

Milford Solar 1, LLC
Attention: General Counsel
230 Park Avenue, Suite 1560
New York, New York 10169

After recording, return to:

Milford Solar 1, LLC
Attention: General Counsel
230 Park Avenue, Suite 1560
New York, New York 10169

THIS PARTIAL ASSIGNMENT AND AMENDMENT OF COMMERCIAL SOLAR EQUIPMENT LEASE AND MEMORANDUM OF AGREEMENT (“**Agreement**”) is made and entered into as of February 8, 2023 (“**Effective Date**”) by and between Murphy-Brown LLC, a Delaware limited liability company (“**Lessee**”), Milford Solar, LLC, a Utah limited liability company, and (“**Milford**”), and Milford Solar 1, LLC, a Utah limited liability company (“**Milford 1**”). Lessee, Milford, and Milford 1 may be referred to herein as the “**Parties**”.

RECITALS

A. Lessee and Milford entered into that certain Commercial Solar Equipment Lease dated May 6, 2022 (“**Lease**”) whereby Lessee leased from Milford two separate solar energy generation projects (the “**Projects**”).

B. One of the Projects, described in the Lease as System 1 - Feed Mill has an approximate size of 6,645.6 kW DC (“**Smithfield 1**”) and is located on that certain real property in Beaver County, Utah described on the attached Exhibit A (the “**System Site**”).

C. Milford wishes to partially assign its rights, duties, and obligations under the Lease related to Smithfield 1 to Milford 1 and Milford 1 wishes to accept and assume Milford's rights, duties, and obligations related to Smithfield 1 under the Lease, on the terms and conditions set forth in this Agreement such that, from and after the Effective Date, Milford 1 will own and operate Smithfield 1 on the System Site, as "Provider" under the Lease.

D. The Parties wish to amend the Lease on the terms and conditions set forth in this Agreement.

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

AGREEMENT

1. **Terms.** From and after the Effective Date, for purposes of this Agreement, the following terms defined in the Lease shall have the meaning set forth herein

a. "**Commercial Operation Date**" means the date Provider gives Lessee written notice and can demonstrate that the Smithfield 1 is mechanically complete and capable of providing electric energy to the Delivery Point.

b. "**Delivery Point**" means the point that energy generated by Smithfield 1 will be delivered to Lessee, which point shall be promptly identified by Provider, in writing.

c. "**Site**" means the System Site.

d. "**System**" means Smithfield 1.

2. **Assignment.** Milford hereby partially assigns, conveys, transfers, and delivers to Milford 1, upon and effective from and after the Effective Date, Milford's right, title, and interest in the Lease with respect to Smithfield 1. Milford 1 hereby accepts Milford's right, title and interest in and to the Lease with respect to Smithfield 1 and assumes all of Milford's duties, obligations, and liabilities arising under the Lease with respect to Smithfield 1.

3. **Consent.** If and to the extent required by the Lease, Lessee hereby consents to the assignment described in Section 2 hereof.

4. **Solar Easement.** The Parties agree that the following shall be added following the last sentence of Section 8 of the Lease:

"Lessee grants to Provider an easement to develop, install, construct, use, own, operate, repair, remove, and maintain the System and any ancillary facilities on the Site. Lessee grants to Provider grants an easement for the free and unobstructed insolation of the solar energy, solar resources and output over the entirety of the

horizontal space and entirety of the vertical air space lying above the Site (“**Solar Easement**”), which includes prohibiting any obstruction to the open and unobstructed access to the sun throughout the entire Site to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any System is or may be located at any time from time to time (each such point referred to as a “**Location**”) and for a distance from each Location to the boundaries of the Site, together vertically through all space located above the surface of the Site, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Site through each Location to each point and on and along such line to the opposite exterior boundary of the Site.”

5. **Notice.**

a. This Agreement is prepared for the purpose of giving notice of the Lease. During the term, Lessee grants Provider with an easement and license on, over, under, and across the Site, for the purposes of Provider developing, installing, constructing, using, owning, operating, repairing, removing, and maintaining a solar energy system on the Site. Lessee grants Provider with an easement for ingress and egress to the System on, over, under, and across the Site and surrounding or nearby property necessary to gain access to the System. Lessee grants Provider with the Solar Easement.

b. The initial term of the Lease begins on the Effective Date and continues for twenty (20) Contract Years after the Commercial Operation Date (“**Initial Term**”). The Lease shall automatically renew for additional one year terms unless one Party notifies the other Party of its intent to terminate this Agreement no less than one hundred (100) days prior to the end of the Initial Term or applicable renewal term.

c. In the event of any inconsistency between the terms of the Lease and this Agreement, the terms of this Agreement shall prevail.

6. **Authority.** All parties executing this Agreement have the right and authority to sign this Agreement and grant the rights herein. Each person signing this Agreement has the full power and authority to do so. Landowner is the owner of the Site and all parties having an ownership interest in the Site are signing this Agreement.

7. **Ratification.** The Parties do hereby adopt, ratify, and confirm the rights granted under the Lease, and any and all amendments and/or memorandums thereto, subject to and in accordance with all terms and provisions thereof and as fully and completely as if they had been named as parties in the Lease and had executed, acknowledged and delivered the same in their own proper persons. The Parties do hereby expressly agree and declare that the Lease and all amendments and or memorandums thereto, including this Agreement, and all terms and

provisions thereof, are binding on the Parties and are valid and subsisting instruments. Except as modified by this Agreement, the Lease remains in full force and unmodified.

8. **Successors and Assigns.** The Lease and this Agreement are covenants running with the land and inure to the benefit of, and are binding upon, the parties and their respective successors and assigns. Each successive owner of the Site or of any portion thereof; and each person having any interest therein derived through any owner thereof, shall be bound by such covenants, conditions, restrictions, and easements for the benefit of the Site.

9. **Counterparts.** This Agreement may be executed in one of more counterparts each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

(Signature Pages Follow)

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

Milford:

Milford Solar, LLC,
a Utah limited liability company

By: [Signature]
Name: Mehul Mehta
Title: Authorized Person

STATE OF New York)
COUNTY OF New York) SS.

Before me, a notary public in and for this state, on this 7th day of February, 2023 personally appeared Mehul Mehta to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Authorized Person of Milford Solar, LLC, a Utah limited liability company and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

[Signature]

Notary Public, STATE OF NEW YORK

Printed Name: KATELYN ESPER

My Commission Expires: 01/09/2027

KINGS COUNTY

Commission #: 01ES6446046

Exhibit A

System Site

Tax ID No. 05-0033-0013
05-0033-0015
05-0033-0016
WCG Project No. 21-124

A parcel of land situate in the NE1/4 and the SE1/4 of Section 8, T.28S., R.10W., S.L.B.&M, located in Beaver County, Utah. The boundaries of said parcel of land are described as follows:

Beginning at a point in the centerline of Feed Mill Road, which point is 2,650.78 feet S.01°19'28"W. along the easterly line of said Section 8 to the east Quarter Corner of said Section 8 and 1,275.35 feet S.01°19'24"W. along said easterly line to said centerline and 135.79 feet N.89°04'03"W. along said centerline from the Northeast Corner of said Section 8; and running thence S.00°55'57"W. 50.00 feet to the existing southerly right of way line of said Feed Mill Road; thence N.89°04'03"W. 561.94 feet; thence N.38°18'16"W. 153.77 feet; thence N.04°41'10"W. 417.43 feet; thence N.27°38'31"W. 127.73 feet; thence N.02°06'23"E. 335.51 feet; thence N.89°55'00"W. 420.41 feet; thence N.00°00'13"E. 1,201.34 feet; thence S.89°59'28"E. 1,101.10 feet; thence S.00°00'49"W. 1,201.27 feet; thence S.89°58'29"W. 630.44 feet;
thence S.02°06'23"W. 324.30 feet; thence S.27°38'31"E. 124.60 feet; thence S.04°41'10"E. 322.17 feet; thence S.38°18'16"E. 166.43 feet; thence S.89°04'03"E. 514.49 feet to the existing northerly right of way line of said Feed Mill Road; thence S.00°55'57"W. 50.00 feet to the point of beginning.

The above described parcel contains 1,434,008 square feet or 32.920 acre in area, more or less.

Partial Assignment and Amendment of Commercial Solar Equipment Lease - Exhibit A