

After recording return to:
Thirsty Valley Solar Energy LLC
c/o Invenergy LLC
One South Wacker Drive
Suite 1800
Chicago, Illinois 60606
ATTN: Land Administration

Entry #: 00304375 B: 0617 P: 0133
01/19/2022 03:24 PM FEE: \$40.00
Lease Page: 1 of 6
Debra P. Zirbes, Juab County Recorder
BY: INVENERGY LLC

**FIRST AMENDMENT TO SOLAR AND BATTERY STORAGE LEASE AND EASEMENT
AGREEMENT**

Juab County, State of Utah

THIS FIRST AMENDMENT TO SOLAR AND BATTERY STORAGE LEASE AND EASEMENT AGREEMENT (this "Amendment") is made, dated as of January 17, 2022 by and between **WILLIAM ROBERT BURGESS AND ALEXIS KAY BURGESS (JT)**, whose address is 845 North 240 West, Santaquin, Utah 84655 (together with its transferees, successors and assigns and heirs, comprising "Owner"), and **THIRSTY VALLEY SOLAR ENERGY LLC**, a Delaware limited liability company, whose address is One South Wacker Drive, Suite 1800, Chicago, IL 60606 (together with its transferees, successors and assigns, "Grantee"), and in connection herewith, Owner and Grantee agree, covenant and contract as set forth in this Amendment.

WITNESSETH:

A. WHEREAS, Owner and Invenergy Solar Development North America LLC are parties to that certain Solar and Battery Storage Lease and Easement Agreement dated and effective as of January 12, 2018, as evidenced by that Memorandum of Solar and Battery Storage Lease and Easement Agreement recorded on May 3, 2018, in Book 582, Page 383, as Entry No. 00287443, in the Official Records of Juab County, Utah (collectively, the "Agreement"), which encumbers certain real property described on Exhibit A attached hereto and incorporated herein by this reference.

B. WHEREAS, Invenergy Solar Development North America LLC assigned all of its right, title, and interest in the Agreement to Grantee by that certain Assignment and Assumption Agreement dated June 28, 2018, and recorded July 2, 2018, in Book 583, Page 766, as Entry No. 00287960, in the official records of Juab County, Utah.

C. WHEREAS, Grantee and Owner desire to amend the terms and conditions of the Agreement, as provided below.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantee and Owner agree that the Agreement shall be amended as follows:

1. **Lease; Easement.** Section 1 of the Agreement is hereby modified by deleting the reference to "One Hundred and Fifteen (115) acres" and replacing it with "Eighty-seven and thirty-six hundredths (87.36) acres".

2. **Development Term.** Section 3.1 of the Agreement is hereby modified by deleting the reference to “the Fifth (5th) anniversary” and replacing it with “the Seventh (7th) anniversary”.

3. **Construction Term.** Section 3.2 of the Agreement is hereby modified by deleting the reference to “the Seventh (7th) anniversary” and replacing it with “the Ninth (9th) anniversary”.

4. **Operations Term.** Section 3.3 of the Agreement is hereby modified by deleting the word “Development”.

5. **Owner’s Right to Terminate.** Section 13.2 of the Agreement is hereby modified by deleting the reference to “the Seventh (7th) anniversary” and replacing it with “the Ninth (9th) anniversary”.

6. **Exhibit A.** Exhibit A to the Agreement is hereby deleted in its entirety and replaced with Exhibit A attached hereto. Grantee releases, quitclaims, and reconveys to Owner any and all right, title, and interest in 9.80 acres, designated as Lease Exclusion Area 1 and more particularly described in Exhibit A of this Amendment, and 17.84 acres, designated as Lease Exclusion Area 2 and more particularly described in Exhibit A of this Amendment.

7. **Exhibit B: Operating Fees.** Paragraph 3 of Exhibit B to the Agreement is hereby modified by deleting the reference to “the number of net acres of the Property then subject to the Agreement at the Operations Date for any calendar year” and replacing it with “115 acres”. In addition, Paragraph 3 of Exhibit B is further modified by deleting the last sentence in its entirety.

8. **Exhibit C: Special Conditions.** Owner and Grantee agree that Paragraph 2 of Exhibit C to the Agreement has been satisfied. Exhibit C is hereby modified by deleting said Paragraph 2 in its entirety.

9. **Ratification.** Owner and Grantee ratify, adopt, and accept the Agreement, and agree that all of the terms, covenants, and conditions of the Agreement, and all the rights and obligations of Owner and Grantee, as set forth thereunder, shall remain in full force and effect, and are not otherwise altered, amended, revised, or changed, except as expressly set forth in this Amendment.

10. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto having due authorization on behalf of their respective entities have executed this Amendment as of the day and year set forth above.

“Owner”

“Grantee”

**William Robert Burgess and
Alexis Kay Burgess (JT)**

Thirsty Valley Solar Energy LLC

By: 

By: 

Name: William Robert Burgess

Name: James Williams
Vice President

Title: _____

By: 

Name: Alexis Kay Burgess

DocuSigned by:



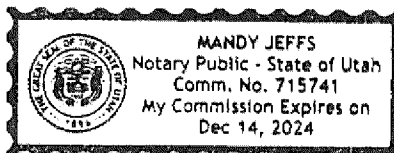
ACKNOWLEDGMENT OF OWNER

STATE OF Utah)
) SS.
COUNTY OF Utah)

Personally came before me this 6 day of Jan, ~~2021~~ ²⁰²², William Robert Burgess who executed the foregoing instrument and acknowledged the same.

Witness my hand and official seal.

Mandy Jeffs
(Notary Signature)



(S E A L)

Name: Mandy Jeffs
Notary Public, State of Utah
My Commission Expires: 12.14.2024

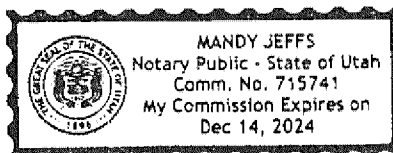
ACKNOWLEDGMENT OF OWNER

STATE OF Utah)
) SS.
COUNTY OF Utah)

Personally came before me this 6 day of Jan, ~~2021~~ ²⁰²², Alexis Kay Burgess who executed the foregoing instrument and acknowledged the same.

Witness my hand and official seal.

Mandy Jeffs
(Notary Signature)



(S E A L)

Name: Mandy Jeffs
Notary Public, State of Utah
My Commission Expires: 12.14.2024

ACKNOWLEDGMENT OF GRANTEE

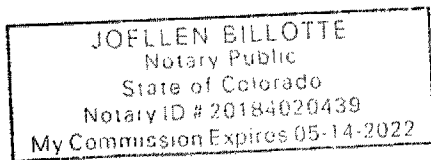
STATE OF Colorado)
) SS.
COUNTY OF Denver)

On this 17 day of January, in the year 2022 before me James Williams, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Vice President of Thirsty Valley Solar Energy LLC, and that the document was signed by him in said capacity on behalf of the limited liability company.

Witness my hand and official seal.

Jo Ellen Billotte

(Notary Signature)



(SEAL)

Name: Jo Ellen Billotte
Notary Public, State of CO
My Commission Expires: 5.14.22

EXHIBIT A
Description of the Property in Juab County, Utah

APN: XC00-2723-1112

Legal Description:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 01°01'01" EAST 309.04 FEET ALONG THE SECTION TO THE TRUE POINT OF BEGINNING; RUNNING THENCE SOUTH 01°01'01" EAST 783.49 FEET ALONG THE SECTION LINE; THENCE NORTH 88°24'43" EAST 6496.37 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF A COUNTY ROAD; THENCE ALONG SAID COUNTY ROAD RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES; (1) NORTH 09°34'43" WEST 172.78 FEET; (2) NORTH 13°28'51" WEST 110.80 FEET; (3) NORTH 18°00'57" WEST 522.05 FEET; THENCE SOUTH 88°26'28" WEST 6294.07 FEET TO THE TRUE POINT OF BEGINNING.

Lease Exclusion Areas Legal Descriptions:

AREA 1

PART OF A PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AS ENTRY NUMBER 277979 IN THE JUAB COUNTY RECORDER'S OFFICE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN IN JUAB COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID ENTRY NUMBER 277979, SAID POINT LOCATED S70°30'54"E 1037.66 FEET MORE OR LESS FROM THE NORTHWEST CORNER OF SAID SECTION 30;

THENCE ALONG THE EAST BOUNDARY OF SAID ENTRY NUMBER 277979 THE FOLLOWING THREE (3) COURSES

1. S17°16'11"E 522.05 FEET
2. S12°44'05"E 110.80 FEET
3. S09°19'56"E 170.64 FEET

THENCE S89°08'15"W ALONG THE SOUTH BOUNDARY OF SAID ENTRY NUMBER 277979 A DISTANCE OF 840.57 FEET;

THENCE NORTH 778.49 FEET TO THE NORTH BOUNDARY OF SAID ENTRY NUMBER 277979;

THENCE N89°11'27"E 433.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.80 ACRES MORE OR LESS.

AREA 2

PART OF A PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AS ENTRY NUMBER 277979 IN THE JUAB COUNTY RECORDER'S OFFICE, LOCATED IN THE NORTH HALF OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN IN JUAB COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH BOUNDARY OF SAID ENTRY NUMBER 277979, SAID POINT BEING LOCATED S40°17'53"W 429.70 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 25;

THENCE N89°11'27"E ALONG THE NORTH BOUNDARY OF SAID ENTRY NUMBER 277979 A DISTANCE OF 994.60 FEET;

THENCE SOUTH 780.81 FEET TO THE SOUTH BOUNDARY OF SAID ENTRY NUMBER 277979;

THENCE S89°08'15"W ALONG THE SOUTH BOUNDARY OF SAID ENTRY NUMBER 277979 A DISTANCE OF 994.61 FEET;

THENCE NORTH 781.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 17.84 ACRES MORE OR LESS.