

Recording Requested by,
and After Recording, Return to:

LX Sun, LLC
165 Rountree Drive
Cedar City, Utah 84720
Attn: Corinne S. Williams

00734868

B: 1460 P: 1648 Fee \$40.00
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(Space Above this Line for Recorder's Use Only)

MEMORANDUM OF OPTION AGREEMENT TO LEASE REAL ESTATE

THIS MEMORANDUM OF OPTION AGREEMENT TO LEASE REAL ESTATE (this "Memorandum") is dated as of 11 OCTOBER, 2019 (the "Effective Date"), by and between LX SUN, LLC, a Utah Limited Liability Company ("Optionor"), and APPALOOSA SOLAR II, LLC, a Utah limited liability company ("Optionee").

RECITALS

A. Optionee and Optionor entered into that certain Option Agreement to Lease Real Estate dated of even date herewith (the "Agreement"), which by its terms grants to Optionee an option to lease the land more particularly described on the attached Exhibit A and incorporated herein by this reference (the "Property").

B. Optionee and Optionor have executed and acknowledged this Memorandum for the purpose of providing constructive notice of the Agreement.

C. Capitalized terms used but not otherwise defined in this Memorandum shall have the meanings assigned to them in the Agreement.

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, Optionor and Optionee provide record notice of the following:

1. **Grant of Option and Option Term.** In the Agreement, Optionor grants to Optionee an exclusive, irrevocable option to lease the Property for power plant purposes. The rights granted in the Agreement begin on the Effective Date, and the lease option may be exercised at any time on or prior to the fifth (5th) anniversary of the Effective Date (the "**Option Term**").

2. **Manner of Exercise.** Optionee may exercise its lease option at any time during the Option Term by signing, notarizing and recording in the real property records of the County where the Property is located (the "**Records**") a notice of exercise of option (a "**Notice of Exercise**"). Upon such recording in the Records of a Notice of Exercise by Optionee, the Power Plant Ground Lease shall become immediately effective and binding upon the Property, Optionor and Optionee without any further act or action of either Party.

3. **Lapse of Option.** If Optionee does not exercise its lease option by 5:00 p.m. local time (where the Property is located) on the fifth (5th) anniversary of the Effective Date, then in accordance with the terms of the Agreement, the Agreement shall automatically terminate, without further action by any Party or the necessity of recording any further documentation, and the rights granted by Optionor to Optionee in the Agreement shall be of no further force or effect.

4. **Feasibility Studies.** During the Option Term, and at Optionee' sole cost, Optionee shall be entitled to make such investigations, examinations and studies of the Property as Optionee deems necessary or desirable (the "**Feasibility Studies**"), including without limitation, review and approval of the condition of title, any lease or sublease affecting the Property, any contract or other commitment with respect to the Property, tax and appraisal issues, preliminary construction issues, soils tests and studies, environmental site assessments, surveys, performing drilling, excavation, push-pull tests and other geotechnical activities and studies on, in, and under the Property, and land use and energy development regulatory issues. Optionor shall provide Optionee with such cooperation, at no out-of-pocket cost to Optionor, as Optionee may reasonably require in connection with the Feasibility Studies for the Property.

5. **Covenant by Optionor.** Optionor hereby covenants to and for the benefit of Optionee that neither Optionor nor any of its agents (including without limitation employees, directors, officers, shareholders or any other representatives of Optionor) shall contract with any other party to lease, sublease, grant any option rights with respect to, or encumber in any way all or any portion of the Property in a manner that would adversely affect the rights of Optionee under the Agreement.

6. **No Conflict.** In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. Nothing in this Memorandum shall be deemed to amend, modify, change, alter, amplify, limit, interpret or supersede any provision of the Agreement or otherwise limit or expand the rights and obligations of the parties under the Agreement.

7. **Counterparts.** This Memorandum may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Optionee and Optionor have caused this Memorandum to be executed and delivered by their duly authorized representatives as of the Effective Date.

OPTIONEE:

APPALOOSA SOLAR II,
a Utah limited liability company

By: rPlus Energies, LLC, its Sole Member

By: Luigi Resta
Printed Name: Luigi Resta
Title: Authorized Officer

CORPORATE ACKNOWLEDGMENT

State of Utah

County of Salt Lake

On this 8 day of OCTOBER in the year 2019, personally appeared before me
LUIGI RESTA, whose identity is personally known to me (or proven on
the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the
AUTHORIZED OFFICER of APPALOOSA SOLAR II and that said document was
signed by him/her on behalf of said Corporation by Authority of its Bylaws, or (Resolution of its
Board of Directors), and said LUIGI RESTA acknowledged to me that said
Corporation executed the same.

Witness my hand and official seal.



[Signature]
Notary Public

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OPTIONOR:

LX SUN, LLC,
a Utah Limited Liability Company

By: Corinne S. Williams
Printed Name: Corinne S. Williams
Title: Manager

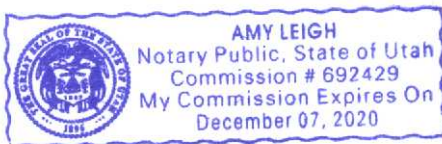
CORPORATE ACKNOWLEDGMENT

State of Utah

County of Iron

On this 3rd day of October in the year 2019, personally appeared before me
Corinne S. Williams, whose identity is personally known to me (or proven on
the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the
Manager of LX Sun, LLC and that said document was
signed by him/her on behalf of said Corporation by Authority of its Bylaws, or (Resolution of its
Board of Directors), and said Manager acknowledged to me that said
Corporation executed the same.

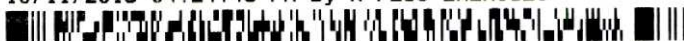
Witness my hand and official seal.



Amy Leigh
Notary Public

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**EXHIBIT A
TO
MEMORANDUM OF OPTION AGREEMENT TO LEASE REAL ESTATE**

Description of the Property

All that real property located in Iron County, Utah, more particularly described as follows:

PARCEL 6; (E-65-3) (LX SUN, LLC)

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 10, T34S-R12W, S.L.B.&M., SAID POINT BEING A FOUND GLO BC, RUNNING THENCE N00°04'08"E 2668.91 FEET TO THE WEST QUARTER CORNER SAID SECTION 10, SAID POINT ALSO BEING A FOUND GLO BC; THENCE N00°12'51"E 2652.25 FEET TO NORTHWEST CORNER SAID SECTION 10, SAID POINT ALSO BEING A FOUND GLO BC; THENCE S89°17'15"E 2655.35 FEET TO THE NORTH QUARTER CORNER SAID SECTION 10, SAID POINT ALSO BEING A FOUND GLO BC; THENCE S89°56'12"E 1621.21 FEET TO THE WEST LINE OF LUND HIGHWAY; THENCE S31°34'56"E ALONG SAID WEST LINE, 1976.34 FEET; THENCE DEPARTING SAID WEST LINE RUNNING S00°02'19"W 974.53 FEET TO THE EAST QUARTER CORNER SAID SECTION 10, SAID POINT BEING A GLO BC; THENCE S00°04'01"W 2655.82 FEET TO THE SOUTHEAST CORNER SAID SECTION 10, SAID POINT BEING A GLO BC; THENCE N89°31'42"W 2658.40 FEET TO THE SOUTH QUARTER CORNER SAID SECTION 10, SAID POINT BEING A GLO BC; THENCE N89°52'34"W 2662.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 627.79 ACRES.

APN: E-0065-0003-0000

PARCEL 7 (E-67-1) (LX SUN, LLC)

BEGINNING AT THE NORTHWEST CORNER OF SECTION 15, T34S-R12W, S.L.B.&M., SAID POINT BEING A FOUND GLO BC, RUNNING THENCE S89°52'34"E 2662.47 FEET TO THE NORTH QUARTER CORNER SAID SECTION 15, SAID POINT BEING A GLO BC; THENCE S89°31'42"E 2658.40 FEET TO THE NORTHEAST CORNER SAID SECTION 15, SAID POINT BEING A GLO BC; THENCE LEAVING SAID SECTION 15, ENTERING SECTION 14, SAID TOWNSHIP AND RANGE, RUNNING S89°41'58"E 2242.89 FEET TO THE WEST LINE OF LUND HIGHWAY; THENCE S31°34'56"E ALONG SAID WEST LINE 3129.46 FEET TO A POINT ON THE EASTWEST QUARTER SECTION LINE SAID SECTION 14; THENCE N89°35'49"W ALONG SAID EASTWEST QUARTER SECTION, 3884.49 FEET TO THE WEST QUARTER CORNER SAID SECTION 14, SAID POINT BEING A GLO BC; THENCE LEAVING SAID SECTION 14, ENTERING SECTION 15 RUNNING N89°49'57"W 5317.95 FEET TO THE WEST QUARTER CORNER SAID SECTION 15, SAID POINT BEING A GLO BC; THENCE N00°00'22"W 2662.48 FEET TO THE POINT OF BEGINNING AND CONTAINING 511.47 ACRES.

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PORTION OF PARCEL 8 (E-66-2) (LX SUN, LLC)
BEGINNING AT THE WEST QUARTER CORNER OF SECTION 14, T34S-R12W,
S.L.B.&M., SAID POINT BEING A FOUND GLO BC, THENCE S89°35'49"E 3884.49 TO A
POINT ON THE WEST LINE OF LUND HIGHWAY; THENCE S31°34'56"E ALONG SAID
WEST LINE 1503.24; THENCE DEPARTING SAID WEST LINE RUNNING N89°35'49"W
4672.52 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 14; RUNNING
THENCE N00°01'59"E ALONG SAID WEST LINE 1275.05 FEET TO THE POINT OF
BEGINNING AND CONTAINING 125.23 ACRES.

APN: E-0066-0002-0000

(Approximately 1,264.49 acres total)

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