

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

**IN THE MATTER OF THE
APPLICATION OF LOOKOUT SOLAR
PARK I, LLC FOR A PERMIT OF A
SOLAR ENERGY FACILITY IN
OGLALA LAKOTA COUNTY**

* **RESPONSE TO STAFF’S THIRD SET**
* **OF DATA REQUESTS**
*
* **EL18-059**
*
* **November 19, 2019**
*

Below, please find Lookout Solar Park I, LLC’s (“Lookout Solar” or “Company”) responses to the Staff’s Third Set of Data Requests regarding the Lookout Solar Project (the “Project”). Christian Bohn is responding to each of the interrogatories on behalf of Lookout Solar. Lookout Solar will supplement responses for which it currently does not have complete information.

3-1) Referring to Lookout’s response to Data Request 2-4, please provide an update on the county permit.

Custer County issued a permit authorizing the Project to locate transmission lines the County right of way in roads on May 23, 2019. Custer County issued a floodplain development permit and a grading permit for the Project on May 28, 2019. See attached approvals.

3-2) Referring to Lookout’s response to Data Request 2-5, please provide an update on the status of the Oglala Sioux Tribe ordinance.

Lookout Solar is currently in discussion with the Oglala Sioux Tribe regarding the tribal ordinance.

3-3) Referring to Lookout’s response to Data Request 2-6, please provide an update on the status of building permits from Oglala Sioux Tribe and Custer County.

See response to question 3-1. Lookout Solar is currently in discussion with the Oglala Sioux Tribe regarding the tribal business license.

3-5) Referring to Lookout’s response to Data Request 2-23, how far away is the closest residence to the edge of the solar array?

The closest residence, the Rapp Ranch, is located approximately 1.25 miles from the solar array. See attached map. There are two other residences located approximately 1.5 miles from the solar array: The Abraham Romero-Perez residence (HC 57 Box 6, Buffalo Gap, Gap SD) and the Jeremiah Whitcher residence (15250 Riverside Road, Buffalo Gap, SD).

3-6) Please provide an update on the Definitive Interconnection System Impact Study being completed by SPP. If the study is complete, please identify if Lookout has the ability to interconnect to the transmission system.

SPP currently anticipates completing Phase I of the Definitive Interconnection System Impact Study in Spring of 2020.

3-7) Please provide an engineering analysis to support the expected decommissioning cost of \$1,000,000.

Lookout Solar is finalizing the engineering analysis and will submit the analysis once it is finalized.

Dated this 19 day of November 2019.

/s/ Christian Bohn

Christian Bohn
CFO Lookout Solar Park I, LLC

APPLICATION FOR OCCUPANCY
ON
THE RIGHT OF WAY OF COUNTY HIGHWAYS

TO: The Board of Custer County Commissioners Custer, South Dakota

Application is made by Lookout Solar Park I, LLC for a Right of Occupancy for underground power lines on Riverside Road, beginning from the East, from Section 36, Township 6 South, Range 9 East of the Black Hills Meridian, Custer County, South Dakota at the Oglala Lakota County and Custer County border proceeding West for approximately 6.7 miles to 148th Avenue, then proceeding North along 148th Avenue for approximately 2.0 miles to Cottonwood Cutoff, then proceeding West along Cottonwood Cutoff approximately 2.0 miles to the NE¼ of Section 15, Township 6 South, Range 8 East of the Black Hills Meridian, Custer County, South Dakota. The line will end on Myron Lehr owned property in the SW¼ of the NW¼ of Section 14, Township 6 South, Range 8 East of the Black Hills Meridian, Custer County, South Dakota where it will connect to the Western Area Power Administration's (WAPA) New Underwood to Wayside 230 kv Transmission Line.

A map showing the location and supporting documents are attached.

The following information is pertinent to the proposed installation:

1. Intended Use – The intended use is for installation, operation, and maintenance of underground 34.5kV electrical transmission lines from the Lookout Solar Park, a 110 MW solar project located on the Rapp family land, on the Pine Ridge Indian Reservation in Oglala Lakota County to the transmission supply lines of WAPA.
2. Pipe size / type of installation – There will be up to eighteen 34.5 kV cables bundled together running from the Lookout Solar Park to the substation. The cable bundle will be approximately 9-10ft total width and each cable approximately 0.98in and at a depth of approximately 5ft, as depicted in the supporting documents.
3. Depth installed – The transmission line will be installed at a depth of at least 5ft in depth along the right-of-way and up to 16 ½ feet, or as required by the South Dakota Commissioner of School and Public Lands and the Bureau of Reclamation, at the horizontal directional drilling (HDD) sites.
4. Method of installation – The method of installation will be trenching, plowing, and HDD as terrain dictates, HDD at the Cheyenne River and Angostura Canals.

The highway ditch will be properly restored and necessary safety precautions shall be taken during construction work. All road cuts shall be sleeved. Pipe will be moved or rearranged if required in the future at no expense to the County. This installation will comply with all applicable safety codes and governmental regulations. Marker signs will be installed where appropriate.

Recommended for Approval

Submitted: _____

CR

By: Darry Woodford
County Highway Superintendent

Approved 5-23-19

By: [Signature]
Board of County Commissioners
Custer, South Dakota

By: Lookout Solar Park I, LLC

[Signature]

Address _____

Commission: The following is a potential motion. You can add, delete, modify any of the conditions that are set forth below for your to consider.

Potential Motion: To approve the application to occupy the right of way by Lookout Solar Park I, LLC upon the following conditions:

- 1) posting of a bond equal to 10% of the total project cost within Custer County;
- 2) bond shall remain in place and be warranted for not less than 2 years after completion of the construction, unless officially cancelled, in writing, by the County prior expiration of the 2 years;
- 3) engineering plans and project construction schedule shall be provided to Custer County for approval by the Custer County Highway Superintendent at least 90 days in advance of any work commencing;
- 4) reimburse Custer County for reasonable costs incurred by County to retain and have a professional engineer review the plans and project construction schedule, County to provide permittee cost estimate in advance of review;
- 5) Provide engineering plans and project construction schedule to all existing utilities in the area at least 90 days in advance of commencement of work;
- 6) Acquire interconnect agreement and all other governmental approvals necessary for project;
- 7) Lookout Solar Park I, LLC shall remain in good standing with the State of South Dakota;
- 8) Must establish and identify a contact person;
- 9) Must comply with SDCL Chapter 31-26 and all applicable local, state and national laws and codes and comply with any and all administrative rules, legal rulings and standards;
- 10) Approval is conditioned upon completion of construction within 2 years of the date of approval;
- 11) At completion of permitted construction, the public right-of-way shall be restored to its original or better condition than existed prior to the occupancy in the right-of-way, as accepted by the County Highway Superintendent;
- 12) The County Highway Superintendent, or his representative, shall be permitted to make investigations of the work in progress and require such reasonable changes in procedure as may be deemed necessary to best serve the interests of the County and the public;
- 13) The backfilling of ditches or other excavation shall be performed in such a manner as not to permit any settling, erosion, or other damages to the public road or right-of-way. In the event of any settling occurring in the right-of-way or under the road surface within 2 years following completion of the permitted activity, the County Highway Superintendent will send a written notice by certified

or registered mail to the person, firm, or corporation having obtained the permit for said construction. The permittee shall have 30 days upon receipt of the notification to correct the deficiencies or the County shall cause to have the work done and permittee shall be assessed an additional fee for the County's costs to have the work done. Such permittee shall pay any such fees within 30 days of receipt of written notice;

- 14) Permittee shall indemnify and hold the County, its officers, employees, agents and representatives harmless from and against any and all actions, suits, claims, demands, liabilities, obligations, damages, costs, and other proceedings of any kind or nature arising out of any injuries and damage received or sustained by any person or property on account of the use or occupancy of right-of-way;
- 15) Permittee shall maintain liability insurance, naming County as an additional insured, with said policy being in effect prior to commencement of construction and continuing in effect for 2 years following completion, with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate.
- 16) Construction must be planned with full regard to safety of the highway users and utility employees, and interference with highway traffic should be kept to an absolute minimum;
- 17) Permittee shall provide any and all necessary flag persons, barricades, and traffic controls/signs for the safety and guidance of highway traffic, and must conform to applicable traffic control standards;
- 18) Permittee shall be responsible for any and all contractors and/or subcontractors secured to provide work on or participate in the project.
- 19) All road crossing be at 90 degrees and shall be directional bored with no gravel disturbance;
- 20) Permittee shall have an onsite inspector, at their cost, to inspect and insure that compaction and reclamation is properly completed;
- 21) Maintain adequate distance from other utilities structure, poles, wires, etc.. situated within the right-of-way to avoid compromising the integrity of any existing structure, poles, wires, etc. (5' has been a suggested distance); and
- 22) Permittee shall survey the ROW prior to commencement of construction.

Permit #: 10793**Permit Date:** 05/28/19**Permit Type:****Applications:** Other**PIN:** 0**Receipt Number:** 65952**Type of Structure:****Land Use:****Applicant Name:** Lookout Solar Project**Applicant Address:****Applicant City/State/Zip:****Applicant Phone:** 202-999-5459**2nd Applicant:****Parcel #:****Legal Description:****Comments:** Floodplain developement**Firm Panel #:** 46033C**Number of Bedrooms:** 0**Number of Bathrooms:** 0**Residence Square Feet:** 0**Attached Garage Square Footage:** 0**Detached Garage/Outbuilding Square Footage:** 0**Commercial Square Footage:** 0**Cost of Materials:** 0**Cost of Labor:** 0**Detached Garage/Outbuilding sq ft w/o \$75:** 0**Property**

Parcel #	Address	Legal Description	Owner Name	Owner Phone	Zoning
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Fees

Fee	Description	Notes	Amount
Floodplain Development Permit			\$100.00
Total			\$100.00

Payments

Date	Paid By	Description	Payment Type	Accepted By	Amount
05/28/2019	Lookout Solar Project	#2270	Check	Terri Kester	\$100.00
Outstanding Balance					\$0.00

FLOODPLAIN DEVELOPMENT PERMIT APPLICATION

1. Applicant:

Lookout Solar Park I, LLC

(Name)

c/o Shani Harmon, Orrick LLP, 1152 15th St NW

(Street or PO Box)

Washington, DC 20005

(City)

(State)

(Zip)

(202) 339-8617

(202) 999-5459

(home phone)

(cell phone)

2. Project Location:

Name of Stream/water body at location of activity Cheyenne River; Cottonwood Creek

Legal description A transmission line will be placed underground in the County right of way in roads

(Riverside Rd, 148th Ave & Cottonwood Cutoff) in T6SR8E and T6SR9E. See attached maps.

Project address _____ PIN NO. _____

3. The proposed development is in the ____ Floodway ____ Floodway Fringe

X Floodplain with no elevations

4. The Base Flood Elevation at the project site is N/A

____ NAVD88 ____ NGVD29

5. Source Documents: reports/floodplain maps _____

6. Proposed elevation information:

Proposed lowest floor elevation for structures as defined in Custer County Flood Damage Prevention Ordinance #6 N/A

or

Proposed elevation to which structure is to be flood proofed: N/A

Vertical Datum if other than NAVD88 _____

FLOODPLAIN DEVELOPMENT PERMIT (To be completed by Planning Dept.)

Checklist

- ☒ Site Development plan is complete and depicts flood hazard
 - ☒ Engineering data is provided for proposed map and floodway revisions
 - ☒ Floodway Certification and data document no increase in flood heights
 - ☒ Subdivision proposal minimizes flood damage and protects utilities
 - ☒ Lowest floor elevation is proposed at or above the BFEs
 - ☒ Manufactured homes meet elevation and anchoring requirements
 - ☒ Are utilities (furnace, water heater, air condition unit, etc.) at or above the BFEs
 - ☒ A floodproofing certificate certifies floodproofing designs.
 - ☐ Other: *Permit to Construction Developer must obtain all other permits from SD DE NR (storm water Discharge)*
- To be provided further into the project*

Action Taken:

☐ **Permit is approved.** The plan and materials submitted in support of the proposed development are in compliance with applicable Floodplain Management Standards.

☒ **Permit is approved with conditions.** Based on the plan and materials submitted along with the conditions and items delineated on the attached page, the permit is approved.

☐ **Application is denied.** The proposed development is not in conformation with the applicable Floodplain Management Standards. See attached letter of explanation.

☐ **Variance Granted:** A variance was granted from the base flood elevation established by FEMA consistent with variance requirements of NFIP regulations Part 60.6 (variance action documentation is on file and sent to FEMA and State.)

Umbrey M. Niekirk
Floodplain Administrator

5/28/19
Date

IF NECESSARY: Additional action by the Planning Commission and/or County Commission is only necessary if the Floodplain Administrator refers the Application the Commissions or the Applicant appeals the Administrators decision to the Board of Adjustment.

Planning Commission Approval ____ Approved ____ Denied Date: ____

County Commission Approval ____ Approved ____ Denied Date: ____

(Chairman, County Commissioner)

In accepting this permit, the applicant understands that all conditions of the permit must be met, all other regulatory permits must be obtained, an elevation certificate must be provided once project is completed, and agrees to allow on-site inspections as needed during or after construction to determine compliance with this permit.

UNDERSTOOD AND ACCEPTED THIS ____ DAY OF ____ YEAR ____

(Applicant)

(Date)

Permit #: 10792**Permit Date:** 05/28/19**Permit Type:** Grading**Applications:****PIN:** 0**Receipt Number:** 65951**Type of Structure:****Land Use:****Applicant Name:** lookout solar project**Applicant Address:****Applicant City/State/Zip:****Applicant Phone:** 202-339-8617**2nd Applicant:****Parcel #:****Legal Description:****Comments:****Firm Panel #:** 46033C0800F**Number of Bedrooms:** 0**Number of Bathrooms:** 0**Residence Square Feet:** 0**Attached Garage Square Footage:** 0**Detached Garage/Outbuilding Square Footage:** 0**Commercial Square Footage:** 0**Cost of Materials:** 0**Cost of Labor:** 0**Detached Garage/Outbuilding sq ft w/o \$75:** 0**Property**

Parcel #	Address	Legal Description	Owner Name	Owner Phone	Zoning
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Fees

Fee	Description	Notes	Amount
Grading Permit			\$200.00
Total			\$200.00

Payments

Date	Paid By	Description	Payment Type	Accepted By	Amount
05/28/2019	Lookout solar project	#2269	Check	Terri Kester	\$200.00
Outstanding Balance					\$0.00

GRADING PERMIT APPLICATION
Custer County, South Dakota

Applicant/Property Owner:

Name(s) Lookout Solar Project I, LLC

Mail Address c/o Shani Harmon, Orrick LLP

City, State, Zip Washington, DC 20005

Phone Number(s) (202) 339-8617

Grading Contractor:

Name(s) TBD

Mail Address _____

City, St, Zip _____

Phone Number(s) _____

Legal Description of Grading Site:

See attached map.

Type of Grading (check all that apply):

- ☐ Driveway
- ☐ Septic System
- ☐ Residence
- ☐ Commercial/Industrial Bldg.
- ☐ Other Structure
- ☐ Subdivision/Public Roads
- ☐ Adjacent to/or Within Flood Hazard Area
- ☒ Other areas greater than 1 acre

Estimated Area to be Graded:


Length by Width (in feet) 53,000 feet (~ 10 miles) x 10 feet = 530,000 square feet

Date Grading to Begin Summer 2020

Estimated Completion Date Summer 2020

Grading Site Plan: Please attach a site map of the areas to be graded (see attached).

I hereby certify that the information provided above and attached is accurate and that, if an area greater than one acre is to be graded, proof of an application to SDDENR for an NPDES Permit may also be required before grading begins. I am aware that commencement of grading before Custer County Planning Department approval of my Grading Permit Application may result in the imposition of a Late Application Fee(s) and/or civil and criminal penalties for violation of *Custer County Ordinance Number 2*. I also authorize the Custer County Planning Department staff, or their designee(s), to enter onto and inspect the above-described property.


Applicant Signature 5/3/19
Date


Accepting Officer Signature 5/28/19
Date

Grading Permit Number _____

Permit Fee \$ _____

Planning Department Use Only:

FIRM Panel #46033C 0800F & 46033C 075F

Date 5/26

Will a Floodplain Development Permit be required? X

DOE Record # See attached map

The Transmission Line

- Approximately 11 miles.



LONGHORN RD

BEAVER VALLEY RD

S FAIRBURN RD

144TH AVE

COTTONWOOD CLIFF

S FORK RD

WILLIAMS PL

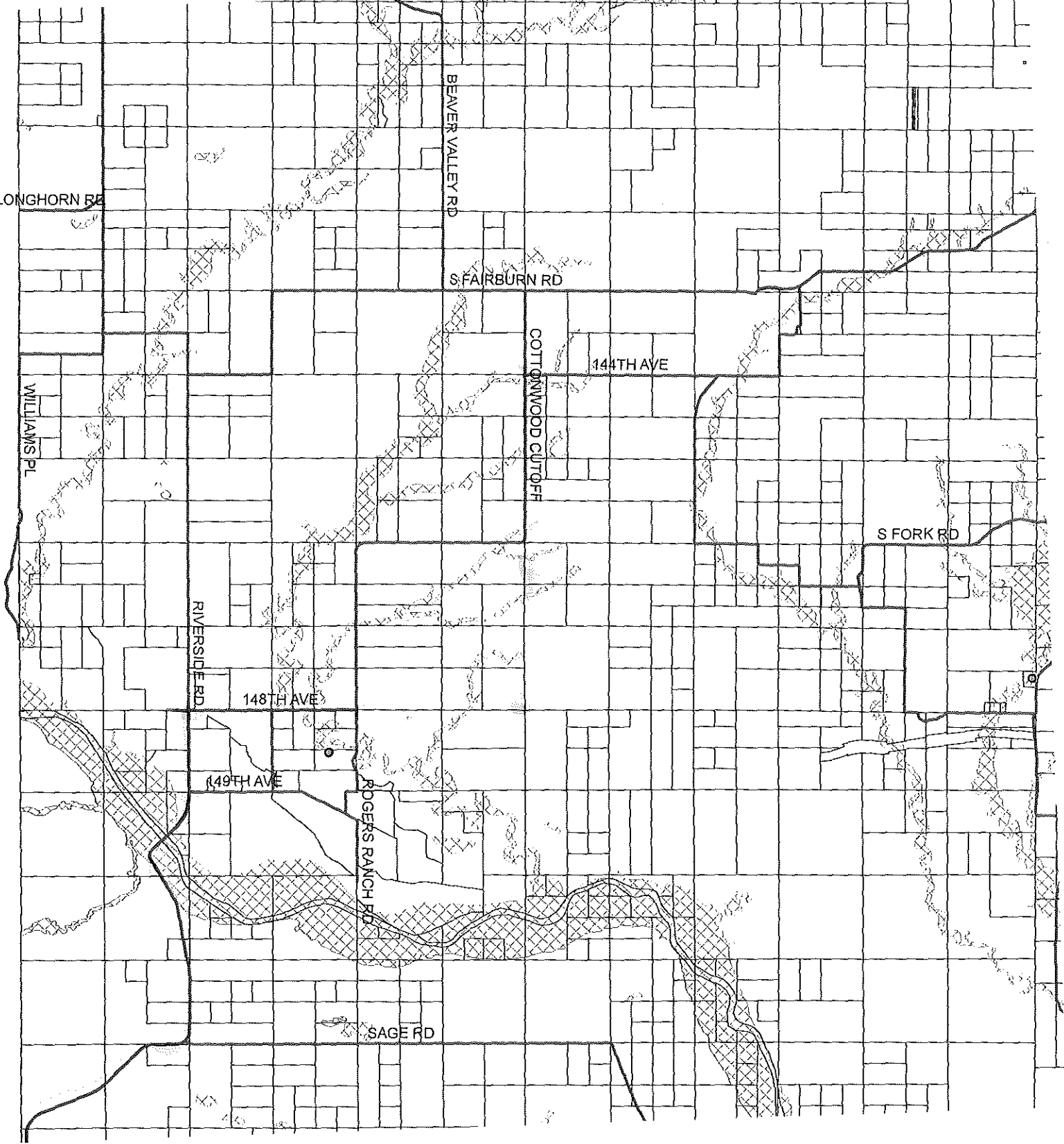
RIVERSIDE RD

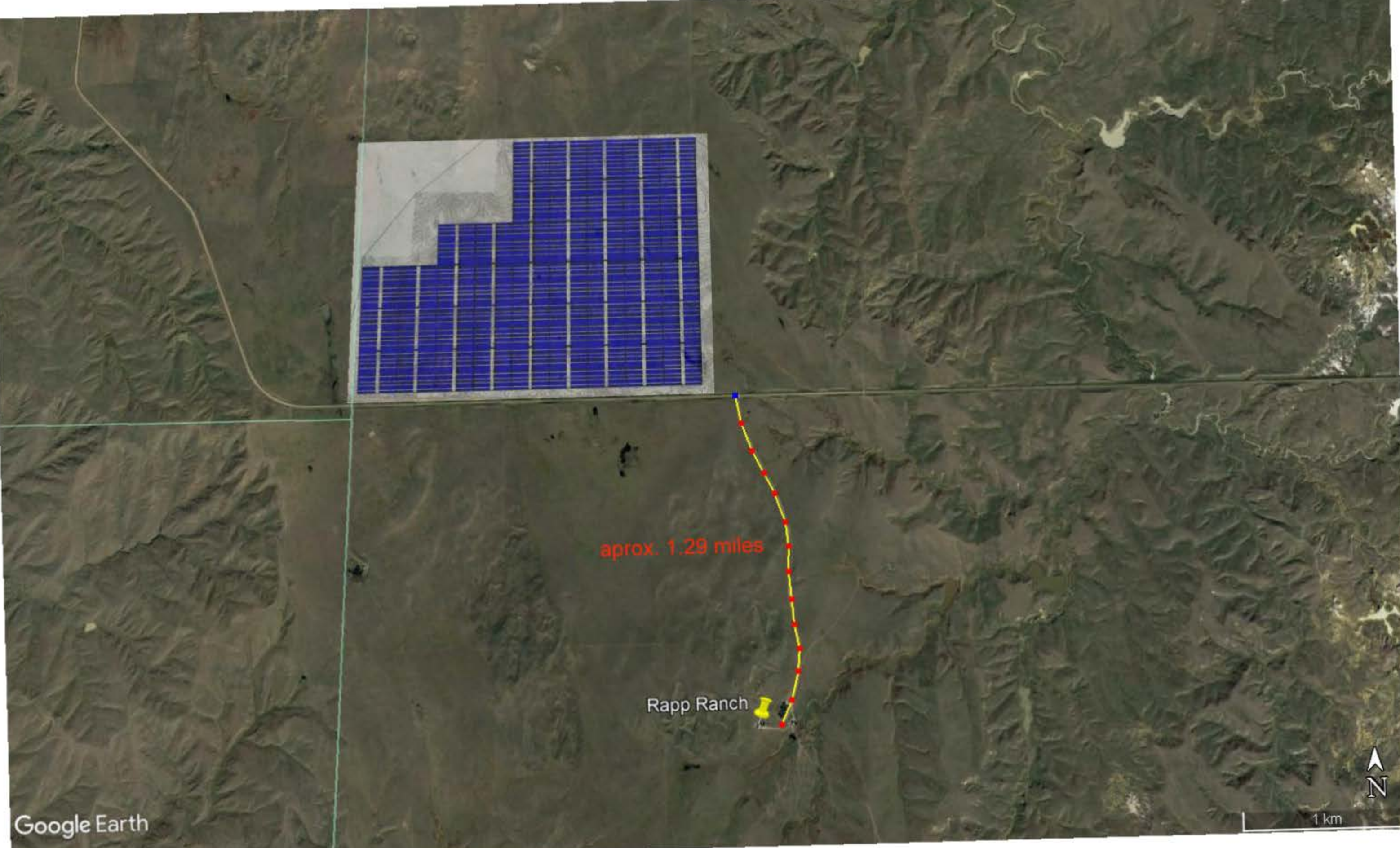
148TH AVE

149TH AVE

ROGERS RANCH RD

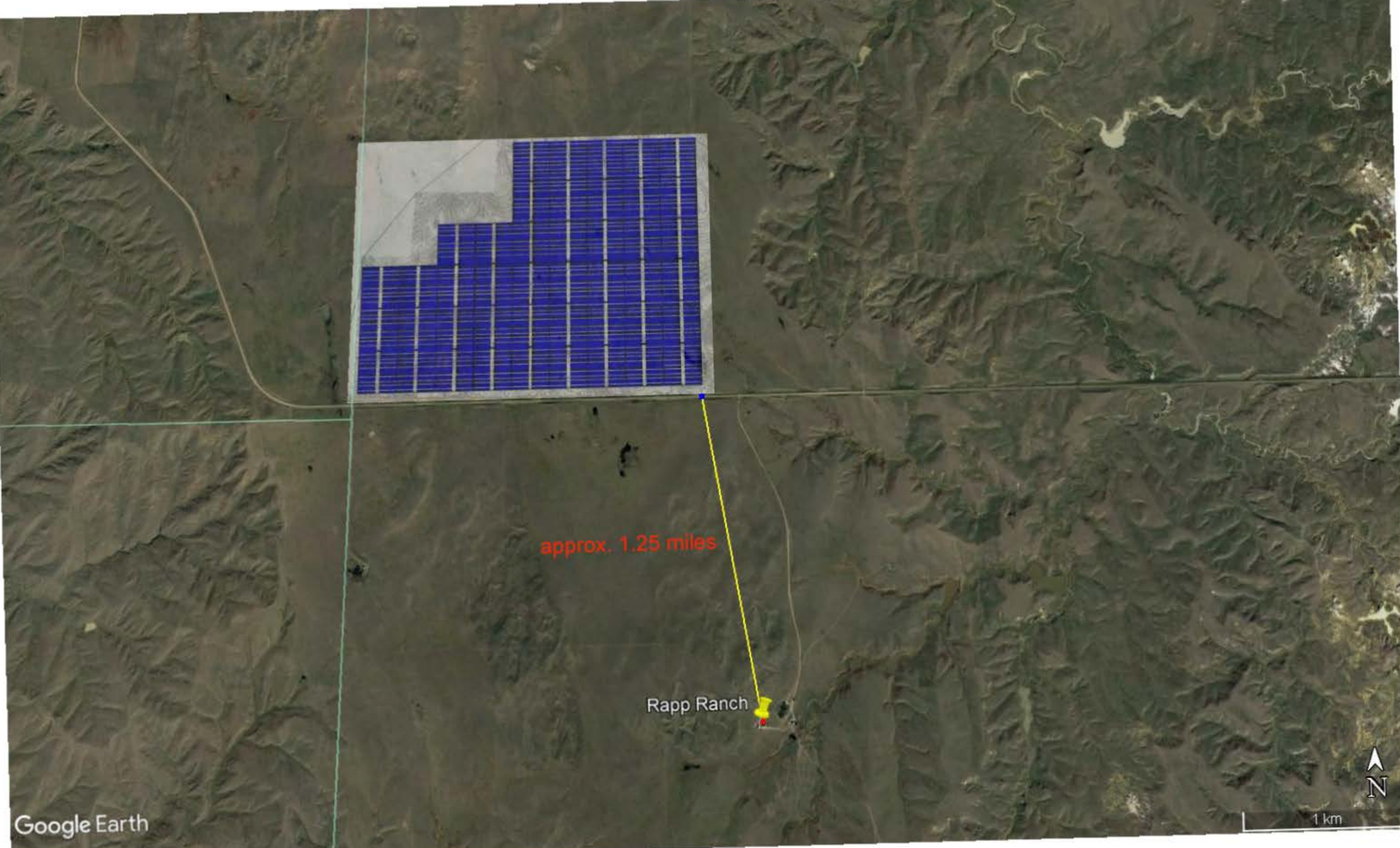
SAGE RD





aprox. 1.29 miles

Rapp Ranch



approx. 1.25 miles

Rapp Ranch

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

**IN THE MATTER OF THE
APPLICATION OF LOOKOUT SOLAR
PARK I, LLC FOR A PERMIT OF A
SOLAR ENERGY FACILITY IN
OGLALA LAKOTA COUNTY**

* **RESPONSE TO STAFF'S THIRD SET**
* **OF DATA REQUESTS**
*
* **EL18-059**
*
* **November 25, 2019**
*

Below, please find Lookout Solar Park I, LLC's ("Lookout Solar" or "Company") supplemental responses to the Staff's Third Set of Data Requests regarding the Lookout Solar Project (the "Project"). Christian Bohn is responding to each of the interrogatories on behalf of Lookout Solar. Lookout Solar will supplement responses for which it currently does not have complete information.

3-7) Please provide an engineering analysis to support the expected decommissioning cost of \$1,000,000.

An assessment of the decommissioning costs for the Project is attached. Lookout Solar's cost estimates for decommissioning have accounted for the salvage value of the equipment upon decommissioning.

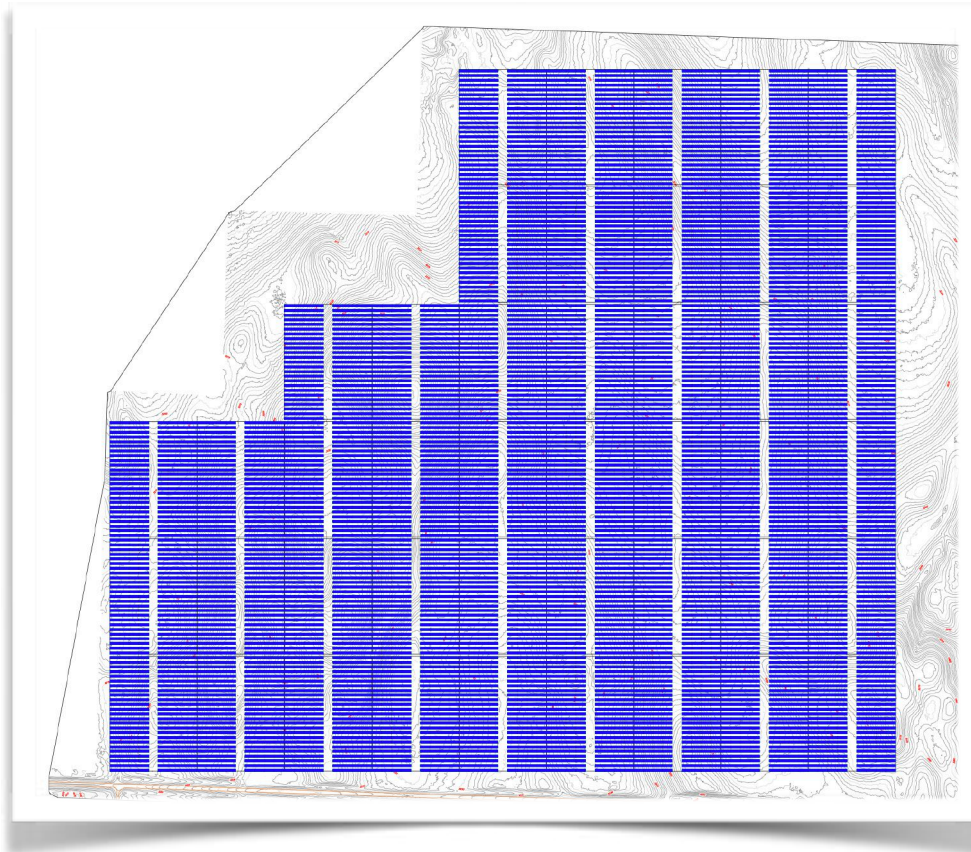
Dated this 25 day of November 2019.

/s/ Christian Bohn

Christian Bohn
CFO Lookout Solar Park I, LLC

Dismantling analysis report

Solar park **Lookout**



Client:
Lookout Solar Park I, LLC

Report No.
[K&S_Dismantling_Lookout_201900136_02](#)

Datum
24.11.2019

K&S Ingenieurpartnerschaft
Krug & Schram
Radtkoferstraße 2
81373 Munich, Germany

office@krugundschräm.de
+49 (89) 741185174
Dr.-Ing. Florian Krug
Dipl.-Ing. Christian Schram

Scope of work:

The K&S Ingenieurpartnerschaft Krug & Schram was commissioned to prepare a dismantling report.

Client:

Lookout Solar Park I, LLC
8215 El Rio
Houston TX 77054
USA

Contractor:

K&S Ingenieurpartnerschaft Krug & Schram
Radlkoferstraße 2
81373 Munich, Germany

Authors:

Dipl.-Ing. Christian Schram, Dr.-Ing. Florian Krug

Report No.:

[K&S_Dismantling_Lookout_201900136_02](#)

Revisions

No.	Changes
00	1st draft report
01	Final, implemented cost break down
02	Final
03	

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1. Executive Summary

The K&S Ingenieurpartnerschaft Krug & Schram in Munich/Germany was commissioned to prepare a dismantling cost estimate report for the solar park [Lookout/USA](#).

The 140 MWp plant is planned to be built in 2022.

For this purpose, a cost assessment for the deconstruction of an open-space photovoltaic system in 2050 is prepared (30 years of operation of the main plant). The scope of testing includes the comparison of the costs incurred for the dismantling and the evaluation of the proceeds from the utilization of the demolition material.

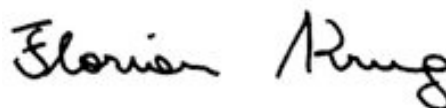
If the photovoltaic ground-mounted system is dismantled in today's typical construction method at the present time, then the costs and revenues from raw material recycling would result in a cost shortfall of approx. [1,414,331 \\$](#).

In 30 years, at the end of the planned operating period of the plant, there would be a cost shortfall of approx. [1,760,627 \\$](#)

It is expected that the price trends for raw materials and scrap will continue to grow over the next few years. It can therefore be assumed that the balance sheet of costs and income will increasingly develop in favor of earnings.



Dipl.-Ing. Christian Schram
Senior Inspector



Dr.-Ing. Florian Krug
Senior Inspector

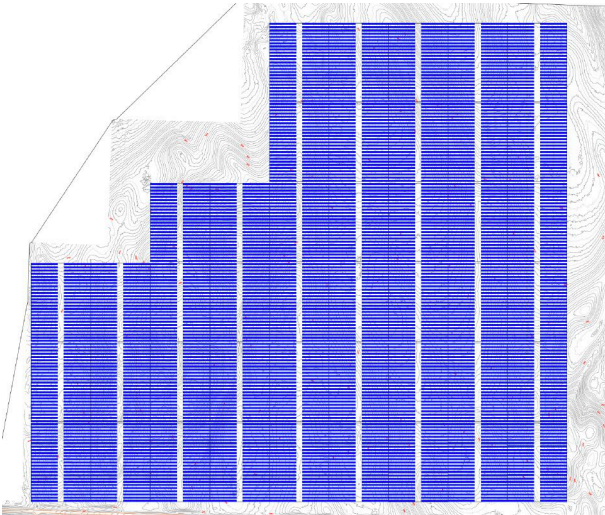


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2. List of abbreviations

a	Year
AC	Alternating voltage
CE	Conformité Européenne -
DC	Direct voltage
DIN	Deutsches Institut für Normung
EN	European Standard
h	Hour
I	Electrical current
A	Ampere
IEC	International Electrotechnical Commission
ISO	International Organization for Standardization
kV	Kilovolt
kVA / MVA	Kilovolt Ampere / MegaVolt Ampere
kW	Kilowatt
kWh	Kilowatt hour
kWp	Kilowatt peak
MWp	Megawatt peak
O&M	Operations and Maintenance
OHS	Occupational Health and Safety
PR	Performance Ratio
PV	Photovoltaic
TA	Technical Adviser
TC	Technical Consultant
U	Electrical voltage
V	Volt

3. Project data

Beschreibung	Werte
Location	Lookout, South Dakota, USA
Layout	
Module supplier / type	Suntech STP400S-A72/Vfh
Module power in Wp	400
No. of modules	349.920
Inverter supplier / type	SMA SC 2750-EV-US
Inverter AC power in kW	2.750
No. of inverters	48
Transformer AC power in kVA	5.500
No. of transformers	24
Total module DC power in kWp	139.968,00
Total inverter AC power in kW	132.000,00
Total transformer AC power in kVA	132.000,00
Substructure	Piles

4. Dismantling report

4.1. General comments

In ground mounted PV systems, various components are installed in larger quantities above and below ground. These include solar modules, cables, metal racks, inverters and transformer stations.

A majority of these components can be reused after demolition at the end of service life. So the interesting questions are, what will be the costs and income at the time of dismantling.

For the consideration of the dismantling costs, it is assumed that all materials used for the solar park will be removed after the end of operational life time.

The dismantling cost estimate includes the demolition of the solar modules, the dismantling of the racks, the removal of the cables above and below ground, dismantling of the fence and the paths and all transformer station buildings.

As the topic of solar park decommissioning is not yet day-to-day business for the relevant service providers, there are no concrete market experiences and figures yet. Alternatively, the costs for comparable services were used.

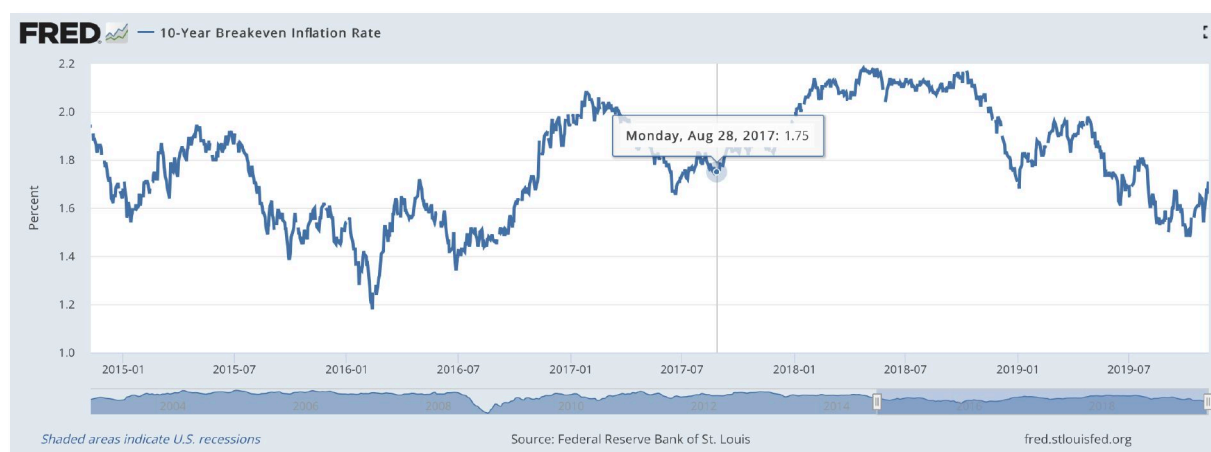
Almost all materials to be recovered represent valuable raw materials in terms of recycling. Raw material cost development can only be predicted very vaguely over the next decades. With overall rising prices, the price development in the past has been subject to very large fluctuations.

4.2. Inflation

Some of the data used are not adjusted for inflation. These still have to be charged with an inflation correction.

For the US market, the inflation figure is as follows:

Trend **Inflation** 2014-2018 (Source: <https://fred.stlouisfed.org/series/T10YIE>)



This results in a mean inflation value of **1.6 %**. In the further considerations this is used for the historical as well as for the future values.

4.3. Cost and income determination

All of the following considerations and assumptions apply to large multi-megawatt class ground-mounted systems.

Looking at the costs of dismantling a PV system results in both fixed (equipment costs) and variable costs (working time); on the other hand, only variable returns can be expected from recycling from the park decommissioning. The variable costs and revenues (specific to asset performance) typically develop non-linearly with increasing park size. Basically, the larger the solar park, the smaller the specific cost of dismantling and the higher the specific yield.

For the values in this report a conservative approach was chosen. The costs were assumed based on a current robust offer for today's solar park size and projected for the expected value in 30 years (2050) with an inflation index. [When accepting the costs, it was assumed that the total park would be dismantled at once.](#)

Consideration of the costs

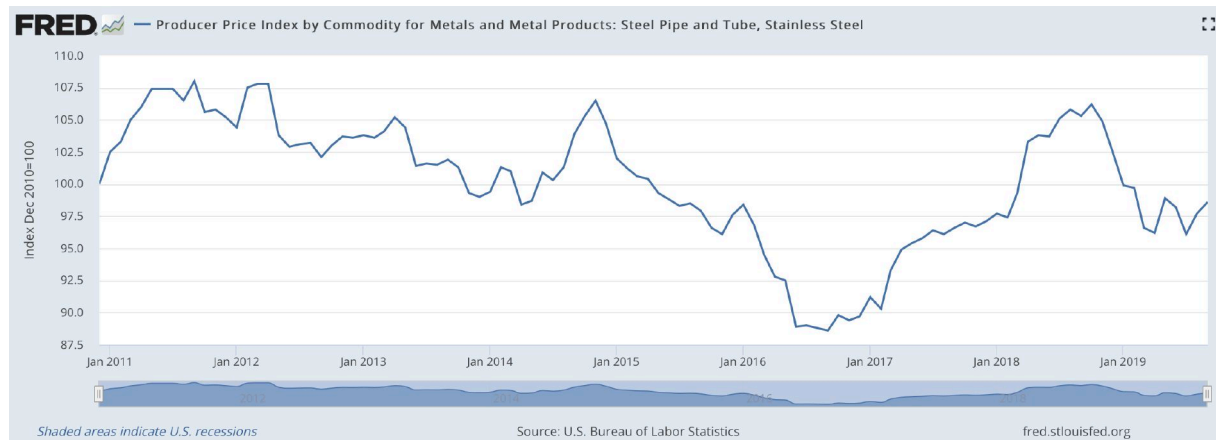
In the construction business, performance prices have remained relatively stable in recent years. This applies to new construction as well as to demolition. The reason for this is the increasing substitution of manpower by machines. Rising labor costs were compensated. The cost of constructing solar parks is now similar. For the dismantling of solar parks in the future, therefore, the same developments are assumed. This dismantling report therefore assumes that the cost of benefits calculated for today will remain stable over the long term. Only an inflation-related inflation rate of **1.6 %** per annum is estimated.

Consideration of the income

When decommissioning a solar park, large quantities of pure raw materials are produced. Both metals and gravel / concrete already have a high resale value as a raw material from recycling.

However, a forecast on the scrap value at the time of dismantling after about 30 years is only possible with great uncertainty. The price development on the commodity exchanges has shown strong fluctuations in the past. Overall, however, the trend is pointing upwards. The following charts are intended to illustrate only volatility and trends in price performance. The scrap prices that are relevant for the determination of the value fluctuate daily and between different sources very strongly, but show comparable trends.

Trend **steel index** 2010-2018 (Source: <https://fred.stlouisfed.org/series/WPU10170674>)



As the steel price fluctuation in the past 8 years was so high, there is no trend to be identified in either direction. Hence we would not use any index increase or decrease value, respectively.

Trend **aluminum index** 2004-2018 (Source: <https://fred.stlouisfed.org/series/WPU10250105>)



Based on the index stated above, the index for aluminium is considered to be around + 1,8 %. As a conservative approach, the further price increase for copper is assumed to be 1.5 % plus 1.6 % per annum inflation.

Trend **copper price** 1988-2018 (Source: <https://fred.stlouisfed.org/series/WPU10260314>)



The development for the copper values shows an inflation-related increase over the last 30 years by about 4.0 %. As a conservative approach, the further price increase for copper is assumed to be 3.5 % plus 1.6 % per annum inflation.

Due to the global economic development, it can currently be assumed that these trends will continue in the future. When dismantling a solar farm, copper accumulates in large quantities in the cables and is not as pure as, for example, the frame material.

For the values in the form of aluminum and steel bound in the racks, the current scrapping value of 1 tonne of the single-grade substances was assumed as the assumption.

Changes due to any missing variety purity or quantity decreases are not taken into account here and are likely to cancel out. For the future value analysis, we assume a constant trend in the price development of commodities according to the illustrated 3 year trends of the past.

Recyclables prices and trends

Today's prices for the raw materials from the solar park are given in the table below:

Scrap price		Steel	Aluminium	Copper cable	Electro
Source	lb/ton	\$/t	\$/t	\$/t	\$/t
http://de.buying-up.com/index.php?cc=USA	2204,62	40	440	3618	
https://iscrapapp.com/prices/		Steel	Aluminium	Copper cable	Electro
\$/lb			0,23	0,48	0,05
\$/t		85	507,1	1058,2	110,2

Price table of materials (decimal comma separated)

Parallel to the detailed research, established and experienced project developers were asked about the demolition of solar parks after the end of their useful life of typically 30 years.

For the most part, the statements were that costs and revenues will be offset against each other. The general tenor was that the costs for the dismantling would be compensated by the utilization of the deconstruction material and thus more likely to be due to revenues than with costs. This statement can only be made if the price indexation for the scrap prices corresponds to the raw material prices of recent years.

As a conservative approach, the price indexation of commodity prices has been more weighted towards the lower index value.

In addition, the inflation indexation of 1.6 % will be applied to all prices and costs.

List of costs

The following list of cost are based on experience of existing cost offers on single mechanical and electrical demolition works at PV power plants above 100 MWp.

The single values depend on the fact that the disassembly and transport is not under restrictions of special care to reuse any of the parts.

Once a reuse of the parts is under consideration, there is an extra value behind and this can then be compensating extra disassembly cost if arising.

Removal cost	Cost per Unit in \$	Units	Total Cost in \$
Removal panels	1 \$	349.920	349.920 \$
Removal combi-ner Box	10 \$	864	8.640 \$
Removal inverter/transformer station	2.000 \$	48	96.000 \$
Removing DC cables	0,1 \$	1.728.00	172.800 \$
Removing underground AC cables	0,5 \$	188.960	94.480 \$
De-assamble table	100 \$	4.320	432.000 \$
Pullout piles	12 \$	60.480	725.760 \$
Roads site restoration	300.000 \$	1	300.000 \$
Summ			2.179.600 \$

Removal cost estimations (decimal comma separated)

Comparison of revenues

The following material count results for the present solar park design:

Inverter	No.	Steel	Electro
Pcs.	48	22	4,3
Weight[t] Electro		1.056,0	206,4

String combiner	Pcs	Weight	Sum
Pcs.	864	33	28,512
Weight [t]			28,512

Modules	Inverter	Power [Wp]	MWp
Pcs.	349.920	400	140,0
Weight [kg]/Pcs	23,2		
Total weight [t]	8.118		

Counting	Material	Length [m] / pcs. / Unit	Spec. weight [kg/km] o. [kg/Stk.]	Weight total [t] cooper	Weight total [t] aluminium	Weight total [t] steel
String cable PV1-F	Copper	1.728.000	80,0	138,2	-	-
NA2XY 1x300mm ²	ALU	120.960	1.250,0	-	151,2	-
NA2XS(F)2Y 3x1x150mm ²	Alu	40.000	1.950,0	-	78,0	-
Round wire [Eart-hing] V4A, 8mm	Steel	28.000	400,0	-	-	11,2
Tables	Steel	4.320	950.000,0	-	-	4.104,0
Tables total steel	Steel	10	40.000,0	-	-	400,0
Mesh [m]	Steel	6.300	1.900,0	-	-	12,0
Piles I [Stk.]	Steel	2.520	10,0	-	-	25,2
Corner piles [Stk.]	Steel	70	12,0	-	-	0,8
Gates [Stk.]	Steel	4	250,0	-	-	1,0
Sum				138,2	229,2	4.554,2

Material counting tables (decimal comma separated)

The following table is based on the above material counts and offers from companies specialized in earthmoving and demolition.

Remark: As the central inverter station of SMA is a steel based solution, no concrete demolition is to be considered. Further on, we have considered, that from the total weight of the stations, 22 tonnes will be counted as steel, and 4,3 tonnes as electro scrap.

Installed material	Weight [t]	Spec. revenue (Scrap price) [\$ / t]	Revenue/ Cost 2019	Revenue/ cost per Megawatt 2020	Index	Inflation	Revenue/ cost per Megawatt 2050	Revenue/ cost / Kilowatt 2020
Steel	4.554,2	85,0	387.107,85 \$	2.765,69 \$	0,0 %	1,6 %	4.452,61 \$	2,77 \$
Aluminium	229,2	507,1	116.218,75 \$	830,32 \$	1,5 %	1,6 %	2.074,95 \$	0,83 \$
Copper	138,2	1.058,2	146.288 \$	1.045,15 \$	3,5 %	1,6 %	4.647,95 \$	1,05 \$
Modules	8.118,1	0,0	0 \$	0 \$		1,6 %	0 \$	0 \$
Inverter electro	206,4	110,2	22.751,68 \$	162,55 \$	0,0 %	1,6 %	261,7 \$	0,16 \$
Inverter steel	1.056	85,0	89.760 \$	641,29 \$	0,0 %	1,6 %	1.032,44 \$	0,64 \$
String combiner electro	28,512	110,2	3.142,91 \$	22,45 \$	0,0 %	1,6 %	36,15 \$	0,02 \$
Total revenue			765.269,18 \$	5.467,46 \$			12.505,79 \$	5,47 \$
Cost								
Construction measures			-2.179.600 \$	-15.572,13 \$	0,0 %	1,6 %	-25.070,29 \$	-15,57 \$
Total cost			-2.179.600 \$	-15.572,13 \$			-25.070,29 \$	-15,57 \$
Total value / Megawatt				-10.105 \$			-12.564 \$	
Total value				-1.414.331 \$			-1.758.627 \$	

Result of cost and revenue (decimal comma separated)

For module it is considered to have the modules delivered under the PV-cycle conditions (<http://www.pvcycle.org/usa/>) with the signed contract to have the modules recycled after life time.

5. Annex - Data sheets

SOLAR ENERGY GROUND LEASE AND GRANT OF EASEMENTS

Between

Lynn Dee Rapp, Frank D. Rapp, Julia Rapp Trevillyan and Deborah Rapp Wammen

as Lessor

and

**Lookout Solar Park I, LLC
a Delaware limited liability company
as Lessee**

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Basic Lease Information Sheet

Lessor:	Lynn Dee Rapp, Frank D. Rapp, Deborah Rapp Wammen, and Julia Rapp Trevillyan (collectively, "Lessor")
Notice Address for Lessor:	"Lessor Agent" Frank Rapp 157 BIA 2 Buffalo Gap, SD, 57722
Lessee:	Lookout Solar Park I, LLC, a Delaware limited liability company ("Lessee")
Notice Address for Lessee:	Lookout Solar Park I, LLC 8215 El Rio Houston, TX 77054
Execution Date	December <u>5</u> 2018
Effective Date	The date upon which Lessee receives written notice that this Lease has been approved in writing by the Bureau of Indian Affairs as provided in <u>Section 12.14.3</u> of this Lease
Leased Property	Portions of an approximately 810-acre area comprised of Parcels 6368, 3395 and 3395-A leased for an Initial Term or a Renewal Term and described in Exhibit B hereto
Development Term: (Article 2)	From the Execution Date to the earlier of (a) five (5) years after the Effective Date, or (b) the date on which the Initial Term commences.
Initial Term: (Section 3.1)	One (1) option for a twenty five (25) year period beginning on the date that the Lessee gives notice of its election to commence the Initial Term with respect to the Leased Property.
Renewal Options: (Section 3.3)	Two (2) options for an additional ten (10) year period beginning from the end of the Initial Term.

SOLAR ENERGY GROUND LEASE AND GRANT OF EASEMENTS

THIS SOLAR ENERGY GROUND LEASE AND GRANT OF EASEMENTS (this "Lease") is entered into as of December 5, 2018 ("Execution Date") by and among Lynn Dee Rapp, Frank D. Rapp, Deborah Rapp Wammen, and Julia Rapp Trevillyan (each a "Lessor," and collectively, the "Lessors") and Lookout Solar Park I, LLC, a Delaware limited liability company (the "Lessee"). Lessor and Lessee are sometimes herein together referred to as the "Parties" and individually as a "Party".

RECITALS

A. WHEREAS, Lois Wilson Rapp and Lookouts Alternative Energy, LLC ("LAE") entered into a certain lease (the "Original Lease") dated January 30, 2017, covering approximately four thousand three hundred thirty two acres of real property, identified as parcels 3883, 364, 3386-B, 3385, 6368, 3395, 3395-A, 3522, 3522-A, 3523, 3455 and 3406, on the Pine Ridge Reservation in Oglala Lakota, South Dakota.

B. WHEREAS, on August 30, 2017, Lois Wilson Rapp conveyed approximately 810 acres, of real property, generally described on **Exhibit A** attached hereto and consisting of parcels identified by parcel numbers 6368, 3395 and 3395-A, to Frank D. Rapp, Lynn Dee Rapp, Julia Rapp Trevillyan, and Deborah Rapp Wammen as allotted, unrestricted, individual Indian trust land on the Oglala Sioux Pine Ridge Reservation in South Dakota (the "Leased Property").

C. WHEREAS, LAE partially assigned to Lessee its rights and interest in the Original Lease with respect to the Leased Property, and Lessee agreed to assume LAE's obligations under the Original Lease with respect to the Leased Property, pursuant to that certain Partial Assignment of Lease (the "Assignment Agreement") dated as of December 5, 2018, in order to permit Lessee to develop a 110 MW solar energy generation project, including related facilities and equipment, which the Lessee intends to finance, construct, own and operate on the Property (the "Project").

D. WHEREAS, each Lessor is, and the Lessors are collectively, the successors to Lois Wilson Rapp under the Original Lease with respect to the Leased Property, and agree to bifurcate the Original Lease, as provided in Section 5.09 of the Original Lease, to lease the Leased Property to Lookout Solar Park I, LLC (the "Project Company") to facilitate the financing, construction, ownership and operation of a the Project.

E. WHEREAS, Lessor is willing to lease to Lessee, and Lessee is willing to lease from Lessor for the development, construction and operation of the Project on the Leased Property consisting of approximately 810 acres as set forth on **Exhibit B**.

F. WHEREAS, the Parties hereto desire to bifurcate, amend and restate the Original Lease in its entirety and enter into this Lease which shall constitute an amendment and restatement of the Original Lease.

G. WHEREAS, in connection with Lessee's lease of the Leased Property, Lessor is willing to grant Lessee the sole and exclusive right to convert all of the Solar Energy Resources (as defined herein) on, about or at the Leased Property, all as more particularly set forth herein. All of the uses and purposes permitted Lessee under this Lease, including, without limitation, use of the Leased Property, shall be referred to herein collectively as "Solar Development Operations."

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants herein contained, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions herein contained, the Parties do hereby agree that notwithstanding anything to the contrary in the Original Lease, the Original Lease is hereby amended and restated by this Lease with respect to the Leased Property as follows:

1. **Grant of Leasehold Estate; Exclusive Rights.** Lessor, hereby leases to Lessee, and Lessee hereby leases from Lessor, the Leased Property. Such Lease shall run with the Leased Property and inure the benefit of and be binding upon Lessor and their respective heirs, successors, assigns, and all persons claiming under them. In connection with the foregoing lease, Lessor hereby grants and conveys to Lessee the leasehold estate of the Leased Property for the Term (as the same may be extended pursuant to the terms hereof), together with the following rights:

1.1. **Exclusive Rights.** During the Term (as the same may be extended pursuant to the terms hereof), Lessee shall have the exclusive right to use and occupy the Leased Property, including, without limitation, the sole and exclusive right to evaluate, develop and use solar energy resources found on, about, or at the Leased Property (such energy resources collectively referred to as the "Solar Energy Resources") and the exclusive right to the free and unobstructed insolation and flow of the Solar Energy Resources on, about, over and across the Leased Property. Without limiting the generality of the foregoing, Lessee shall have the sole and exclusive right to use the Leased Property for (a) using, converting, maintaining, and capturing the Solar Energy Resources on, about, above, over, through and across the Leased Property ("Solar Energy"); (b) developing the Solar Energy; (c) collecting, distributing, transmitting, and selling the energy output from the Solar Energy; (d) excavating, grading, leveling and otherwise modifying the Leased Property in connection with the Solar Development Operations, and (e) engaging in any other uses related to the development of the Solar Energy, as Lessee determines necessary or desirable.

1.2. **Agreement to Cooperate.** Lessor shall fully support and cooperate with Lessee in the development of the Energy Facilities (as defined below) and the exercise of its rights hereunder (including with Lessee's efforts to (a) obtain from any governmental authority or any other person or entity any amendment, review, permit, entitlement, approval, consent, authorization or other rights, or (b) assign or otherwise transfer all or any part of or interest under this Lease, and Lessor shall perform all such acts (including executing and/or delivering maps, instruments and documents within ten (10) days after receipt of a written request made from time to time by Lessee) as Lessee may reasonably specify to fully effectuate each and all of the purposes and intent of this Lease. Without limiting the generality of the foregoing, within ten (10) days after receipt of a written request made from time to time by Lessee, Lessor shall: (i) enter into any reasonable amendment to this Lease (1) to correct an error in this Lease, (2) to amend the legal description attached to this Lease (including by replacing said legal description with a revised description prepared or provided by Lessee's surveyor or title company), (3) that may be required by any party providing financing or any mortgagee in connection with this Lease or the Energy Facilities, or (4) to cause this Lease to comply with applicable law; (ii) execute and deliver to Lessee the Designation of Lessor Agent attached hereto as **Exhibit C** and the Authorization for Development attached as **Exhibit D** and any additional affidavit reasonably requested by any title company or attorney reviewing title to all or any portion of the Property; (iii) join in any grants for rights-of-way and leases for electric and other public utilities and facilities and any other electric power purpose (including any power transmission line) as Lessee may deem necessary or desirable for its development and use of the Property as contemplated by this Lease; (iv) join with Lessee in the signing of any protest, petition, appeal or pleading that Lessee may deem advisable to file or in requesting any and all zoning changes or any waivers, variances, land use permits and/or approvals, in each case as Lessee may deem necessary or desirable for Lessee's development and use of the Property as contemplated by this Lease; (v) enter into an amendment to this Lease to bifurcate the provisions herein in connection with any assignment by

Lessee of partial interest in the Property to fully effectuate any such partial assignment, and (vi) if, because of the nature of this Lease, Lessee is unable to qualify for any tax credit or similar benefit associated with the Energy Facilities, amend this Lease to assure that Lessee will receive such credits and benefits (but only if such amendment does not materially adversely affect Lessor's rights or obligations hereunder); and Lessee agrees to pay Lessor's reasonable out of pocket expenses incurred by Lessor in connection with Lessor's cooperation pursuant to the foregoing provisions of this Section 1.2. Without limiting the generality of the foregoing, Lessor shall not oppose, in any way, whether directly or indirectly, any application by Lessee for any permit, entitlement, approval, consent or authorization required in connection with the Energy Facilities, or any other action by Lessee under this Section 1.2.

1.3. Access. During the Development Period, Lessee and Lessee's designated agents shall have access to and the right to enter upon all or a portion of the Property at all reasonable times for purposes of conducting due diligence inspections, environmental audits or surveys, studies and tests of all or any portion of the Property including, without limitation, tests of the soil, installation of roads and monitoring equipment, and other improvements. Such inspection may include, without limitation, (i) wildlife surveys, (ii) investigation of the water table, (iii) geotechnical analyses, (iv) environmental and engineering tests, and (v) other necessary investigations. Lessee shall have the right to take samples of soil and water from the surface and subsurface of the Property. Lessee agrees: (a) to not allow any liens to be recorded against the Property in connection with such entry, (b) to indemnify, defend and hold Lessor harmless from any and all liens, damages, liabilities, losses, claims, and causes of action incurred by Lessor and arising out of any such entry by Lessee or its agents, and (c) restore the Property to substantially the condition existing prior to any testing or sampling of any soil or water or installation of any equipment following completion of such sampling or removal of such equipment.

1.4. Energy Facilities. During the Term hereof, Lessee shall have the right to develop, erect, install, construct, improve, reconstruct, enlarge, remove, relocate, replace and repower, use, maintain, repair and operate the following (collectively, herein, the "**Energy Facilities**"): (a) anemometers, meteorological towers, solar radiation and solar energy monitoring devices and other weather measurement devices, monitoring and recording equipment and facilities with respect to the Solar Energy Resources, including, without limitation, the establishment at Lessee's sole discretion of a land-based or satellite-based high speed internet connection and/or a meter for the load at the Leased Property (collectively, "**Monitoring Equipment**"); (b) solar energy collection cells, photovoltaic panels, trackers and other facilities related to the harnessing of sunlight for photovoltaic electric generation, together with mounting substrates or supports and their associated structure and foundations (each such solar power generating facility being referred to herein as a "**Solar Energy System**"); (c) power generation facilities, inverters, transformers and other facilities to be operated in conjunction with Solar Energy System installations; (d) transmission facilities related to any Solar Energy System; and (e) any other improvements, fixtures, facilities, appliances, machinery and equipment (whether temporary or permanent) related to or associated with any of the foregoing items. Notwithstanding anything to the contrary herein, Lessee shall be entitled to determine the size, type, manufacturer and exact location of the Energy Facilities to be located upon the Leased Property in its sole discretion.

2. Grant of Easements. In addition to the leasehold interests and other rights granted to Lessee pursuant to Section 1 above, Lessor hereby grants and conveys to Lessee the following easements (collectively, the "**Easements**"). Such Easements shall run with the Leased Property and inure the benefit of and be binding upon Lessor and the holder of the Easement and their respective heirs, successors, assigns, and all persons claiming under them.

2.1. Exclusive Easements.

2.1.1. An exclusive easement to use, convert, maintain and capture the free unobstructed and natural availability of sunlight and solar energy over and on the Leased Property;

2.1.2. An exclusive easement for the right and privilege to construct, install, maintain, use, operate, repair, replace, relocate and remove Energy Facilities for electricity generated by solar power, or both on, over, across, along and under the Leased Property and other parcels of land owned by the Lessor, including the easements depicted in **Exhibit E** attached hereto; provided, however, that the Easements shall only be for purposes related to one or more Projects located on the Leased Property.

2.2. Non-Exclusive Easements.

2.2.1. A non-exclusive easement for audio, visual, view, glare, light, flicker, noise, shadow, vibration, air turbulence, wake, electromagnetic, electrical and radio frequency interference, and any other effects attributable to any Energy Facilities located on the Leased Property and any other land owned by one or more of the Lessors;

2.2.2. A non-exclusive easement for vehicular and pedestrian ingress, egress, and access to and from the Energy Facilities over and across the Leased Property and any other land owned by one or more of the Lessors by means of roads thereon if existing or which Lessee may construct from time to time.

2.2.3. The right of subjacent and lateral support for Energy Facilities to whatever extent is necessary for the safe construction, operation and maintenance of the Energy Facilities. In connection with the foregoing, Lessor expressly covenants that Lessor shall not excavate, nor permit others to excavate, so near to any Energy Facilities as to affect their stability.

2.3. With Respect to Each Easement:

2.3.1. To the extent permissible by Law, such Easements shall be appurtenant to the applicable leasehold estate and the Leased Property.

2.3.2. No act or failure to act on the part of the Lessee shall be deemed to constitute an abandonment, surrender, or termination thereof, except upon recordation by such holder of a quit claim deed specifically conveying the Easement back to Lessor.

2.3.3. Nonuse of the Easement shall not prevent future use of the entire scope thereof.

2.3.4. No use of or improvement of the Leased Property or any lands benefitted by the Easement and no transfer shall, separately or in the aggregate, constitute an overburdening of the Easement. The Lessor and Lessee agree that neither the Lease nor the granting of the Easements cause a merger of the same.

3. Term.

3.1. Development Term. The Leased Area is leased for a development period (the "Development Term") commencing on the Execution Date and ending the earlier of (a) five (5) years after the Effective Date; or (b) the date on which the Initial Term commences.

3.2. Initial Term. The Lessee shall have one (1) option to extend the Lease for a period of twenty five (25) years from the end of the Development Term (the "**Initial Term**"). The Initial Term shall commence on the date that the Lessee provides written notice to the Lessor. The Initial Term must be exercised, if at all, by written notice from Lessee to Lessor executed in substantially the form attached hereto as **Exhibit F** (the "**Election Notice**") prior to the end of the Development Term.

3.3. Renewal Option. Lessee shall have two (2) options (each as "**Renewal Option**") to extend the Lease for a consecutive additional periods of ten (10) years from the end of the Initial Term for the Leased Property and again at the end of the first Renewal Option term. The Renewal Option must be exercised, if at all, by the Lessee giving written notice in substantially the form of the Election Notice to the Lessor prior to the end of the Initial Term for the Leased Property or the end of the Renewal Option term. The "**Term**" of this Lease shall be the Development Term, and the Initial Term plus any applicable Renewal Option terms.

3.4. Term Limit. In no event shall the Initial Term and duration of any exercised Renewal Options under this Lease together exceed fifty (50) years for all or any portion of the Leased Property.

3.5. No Obligation to Develop. Notwithstanding the exclusive nature of this Lease and certain of the Easements, nothing expressly stated or implied in this Lease or represented to Lessor shall be construed as (A) requiring Lessee to: (1) undertake construction, installation or operation of any Energy Facilities on the Leased Property or elsewhere; (2) generate or sell any minimum or maximum amount of Solar Energy from the Leased Property; or (3) continue operations of any Energy Facilities from time to time located on the Leased Property or elsewhere; or (B) prohibiting the Lessee from removing Energy Facilities from the Leased Property.

3.6. Termination. Lessee shall have the right to terminate the Lease as to all or any part or parts of the Leased Property at any time, effective upon ninety (90) days' written notice to Lessor and the payment to Lessor of One Hundred Dollars (\$100.00). Upon any such termination by Lessee, the Parties' respective rights and obligations hereunder shall cease as to the Leased Property (or such part or parts thereof, as applicable) as to which such termination applies; but this Lease shall remain in full force and effect as to any remaining parts of the Leased Property. Further, upon expiration or complete termination of this Lease for any reason, Lessee shall execute and record with the Pine Ridge Agency Superintendent's Office of the Bureau of Indian Affairs and in the county records a quitclaim deed or release of all of Lessee's right, title or interest under this Lease.

4. Rent.

4.1. Development Term Rent. Development Term Rent shall be the sum of one thousand dollars (\$1,000) per year, payable annually on the Effective Date and each subsequent anniversary of the Effective Date, until the Termination Date or commencement of the Initial Term, whichever is earlier.

4.2. Initial Term Rent. During the Initial Term, Lessee shall pay to Lessor an annual amount equal to \$ 40.00 per acre (the "**Initial Term Rent**") of the Leased Property in quarterly installments. Not more than 30 days prior to the end of each calendar quarter (quarters ending March 31, June 30, September 30 and December 31), the Lessor shall render an invoice for one-quarter of the Initial Term Rent to Lessee. Each payment of Initial Term Rent shall be made within thirty (30) days after receipt of such invoice. Notwithstanding the foregoing, the Initial Term Rent for the first quarter (or part thereof) occurring after the Effective Date shall be made within thirty (30) days after the Effective Date prorated for the actual number of days from the Effective Date to the end of the calendar quarter in which the Effective Date occurs. The final payment of Initial Term Rent shall also be prorated for the number of

days of the Initial Term actually occurring within the last whole or partial calendar quarter in which the end of the Initial Term occurs.

4.3. Renewal Term Rent. If Lessee exercises its option to renew the Lease with respect to the Leased Property, Lessee shall pay to Lessor, an annual amount equal to \$ 40.00 per acre of the Leased Property (the "**Renewal Term Rent**"), To be invoiced and paid in the same manner as the Initial Term Rent. The first payment of Renewal Term Rent shall be made within thirty (30) days after commencement of the Renewal Option term.

4.4. General Terms. Lessor Agent shall submit invoices for Development Term Rent, the Initial Term Rent and the Renewal Term Rent ("**Rent**") to the following address:

Lookout Solar Park I, LLC
8215 El Rio
Houston, TX 77054
Attention: Christian Bohn

All Rent due to Lessor under this Lease for the Initial Term and any Renewal Terms shall be paid quarterly to the Lessor Agent, upon submission of an invoice, on the first day of the calendar month of the calendar quarter (i.e, January 1, April 1, July 1, and October 1). If either the Effective Date or the Term Expiration Date occurs on other than the first day of a calendar quarter, then Rent provided for such partial calendar quarter shall be prorated and the prorated amount shall be paid on the first day of the calendar month following the Effective Date, or the first day of the calendar month preceding the Term Expiration Date, as applicable. No late payment charges or special fees shall apply.

5. Lessor Agent. On the Effective Date, the Lessor and Lessee shall execute and deliver to Lessee the Designation of Lessor Agent attached hereto as **Exhibit C** to provide for the appointment of an administrator of the Lease (the "**Lessor Agent**") to act as Lessor's agent in the administration of the Lease on behalf of the Lessor. The Lessor Agent shall solely represent the Lessor in all matters relating to and arising under the Lease. Lessee's performance of all obligations under this Lease, including payment of Rent, shall be tendered solely to the Lessor Agent. Lessee shall be authorized to rely upon communications to and from the Lessor Agent for all purposes hereunder.

6. Utilities. At all times during the Term, Lessee shall procure at its sole cost and expense all utilities required by Lessee for the Solar Development Activities, including establishing electrical interconnections and other services which may be necessary or desirable in connection with the use and occupation of the Leased Property and development of the Energy Facilities, including hook-ups or taps as necessary for the operation of the Energy Facilities.

7. Covenants by Lessee.

7.1. No Construction Liens. Lessee shall keep the Leased Property free and clear of any pledge, lien, security interest, mortgage, deed of trust or other charge or encumbrance of any kind, or any other type of preferential arrangement (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature of a security instrument and the filing of or agreement to file any financing statement under the applicable State's Uniform Commercial Code) ("**Liens**") and claims of Lien for labor and materials resulting from its Solar Development Operations; provided, however, that Lessee shall have the right to contest any such liens and claims by legal proceedings, which may be brought in the name(s) of Lessor and/or Lessee where appropriate or required.

7.2. Lessee's Obligation to Pay Taxes.

7.2.1. Taxes. In the event that taxes are levied by any governmental authority with respect to the value of the real property constituting the Leased Property, Lessee shall not be responsible for the payment of such taxes, and Lessor shall pay such taxes. Taxes levied by any governmental authority with respect to the Energy Facilities or with respect to revenues received from the sale of electricity generated by the Project will be paid by the Project Company and/or the Project Company's members in accordance with applicable Laws.

7.3. Lessee's Obligation to Carry Insurance. Prior to commencing Solar Development Operations on the Leased Property, Lessee shall obtain, and thereafter keep in force during the term of this Lease, (a) a policy of commercial general liability insurance covering Leased Property damage and liability for personal injury or death on or about the Leased Property, with limits in the amount of One Million Dollars (\$1,000,000 per occurrence and in the aggregate and (b) an umbrella or excess liability policy in the amount of Five Million Dollars (\$5,000,000); provided, however, that such coverage may be provided as part of a blanket policy that also covers other properties. Lessor and the Bureau of Indian Affairs will be named as an additional insured in above described policies. No performance bond is required.

7.4. Lessee's Obligation to Restore the Leased Property. Lessee shall do the following with respect to any portions of the Leased Property disturbed by Lessee in the course of Solar Development Operations: (a) within six (6) months after completion of construction of Lessee's Energy Facilities, Lessee shall restore the surface of such portions of the Leased Property to a condition reasonably similar to its condition as of the Effective Date, except for any parts of the Leased Property that Lessee determines it needs for continuing Solar Development Operations and (b) within twelve (12) months after the expiration, surrender or termination of this Lease, Lessee shall (i) remove from the surface of such portions of the Leased Property any Energy Facilities owned or installed by Lessee thereon and (ii) restore the surface of such portions of the Leased Property to a condition reasonably similar to its condition as of the Effective Date, as reasonably approved by the Bureau of Indian Affairs; provided, however, that with regard to any Energy Facilities located beneath the surface of the Leased Property, including footings and foundations, Lessee shall only be required to remove the same to a depth of four (4) feet below the surface. Lessee shall have a continuing easement to enter the Leased Property for such purpose during such twelve (12) month period. The Parties agree that the scrap value of the Energy Facilities is likely to exceed the cost of demolition and restoration required under this Section 7.4, and the Lessor therefore waives any requirement or obligation of the Lessee to provide a bond or other security.

7.5. Lessee's Obligation to Comply with the Law. Lessee shall 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 Lessee's Solar Development Operations ("Laws"), including requirements legal requirements under 25 CFR § 162.014. The Lessee will not engage in any unlawful conduct, creation of a nuisance, illegal activity, or negligent use or waste of the Leased Property. Lessee shall have the right to contest by legal proceedings (which may be brought in the name(s) of Lessor and/or Lessee where appropriate or required), the validity or applicability of any such Law.

7.6. Hazardous Materials. Lessee shall comply in all material respects with any Law governing the generation, manufacture, production, use, storage, release, discharge, transportation or presence of any substance, material or waste which is now or hereafter classified by any such Law as hazardous or toxic (each, a "Hazardous Material"). Further, Lessee shall promptly clean up, remove or take other legally authorized remedial action as required by applicable Law with regard to any contamination or damage to soil or ground water on, in or under the Leased Property caused by any

Hazardous Material brought onto the Leased Property by Lessee, and for which clean up, removal or remedial action is required pursuant to applicable Law.

7.7. Registration; Business License. Lessee register with Secretary of the State and obtain a business license with the Oglala Sioux Tribe, if applicable to the Energy Facilities, no later than sixty (60) days after the commencement of the Initial Term.

7.8. Indemnification of Lessor. Lessee shall indemnify, defend and hold harmless United States and Lessor against claims, liability, losses, damages, costs and expenses (collectively, "Liability") arising out of (a) physical damage to Leased Property and physical injuries or death to Lessor, Lessor's employees, representatives and authorized agents pursuant to this Lease, or the public, (b) the presence or release of Hazardous Materials in, under, on or about the Leased Property, and (c) the violation of any applicable Law; in each case only to the extent proximately caused by Lessee's Solar Development Operations on the Leased Property, and arising from the breach of this Lease or the negligence of the Lessee or Lessee's officers, directors, contractors, employees and agents, and except to the extent such Liability is caused or contributed to by the negligence or willful misconduct of any person seeking indemnity hereunder or the Lessor or Lessor's employees, agents, contractors or invitees.

7.9. Ownership of Development Reports and Surveys. Copies of all environmental and archeological reports, surveys, site assessments and studies of solar insolation prepared by Lessee prior to the execution of this Lease shall be provided to Lessor, at no cost to Lessor (other than reasonable costs of copies) upon the request of Lessor. In the event that Lessee does not construct a Project on the Leased Property, Lessee shall transfer ownership of all such data and reports relating to such Project and the Leased Property to Lessor at no cost to Lessor

8. Covenants by Lessor.

8.1. Representations and Warranties. Lessor hereby represents and warrants to Lessee that: (a) Lessor is the sole owner of the Leased Property, subject to the Leased Property being held in trust by the Secretary for the benefit of Lessor, (b) each person or entity signing this Lease on behalf of the Lessor is authorized to do so, (c) Lessor has the unrestricted right, power and authority to enter into and perform its obligations under this Lease and to grant the rights granted to Lessee hereunder, (d) no other person (including any spouse) is required to execute this Lease in order for it to be fully enforceable as against all interest in the Leased Property, (e) this Lease constitutes a valid and binding agreement, enforceable against Lessor in accordance with its terms, and (f) Lessor is not the subject of any bankruptcy, insolvency or probate proceeding.

8.2. Quiet Environment. During the entire term of this Lease, (a) Lessee shall have peaceful and quiet enjoyment of the Leased Property and the Easements, without hindrance or interruption by Lessor or any other person and (b) Lessor shall protect and defend the right, title and interest of Lessee hereunder from any other rights, interests, title and claims of or by any person. Without limiting the generality of the foregoing, if any Encumbrance, as defined below (including any mortgage against the Leased Property or the lien of Leased Property taxes) provides for payment or performance of any obligations by Lessor, then Lessor shall, prior to delinquency, make such payment and perform such obligations.

8.3. Encumbrances. If 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 (each, an "Encumbrance") is found or claimed to exist against the Leased Property or any portion thereof (regardless whether such Encumbrance existed as of the Effective Date or was created thereafter), and Lessee determines that such Encumbrance might delay, interfere with or

impair Solar Development Operations, the exercise of any of Lessee's other rights under this Lease or the financing of any project, then Lessee shall be entitled to obtain a subordination, nondisturbance agreement, consent or other agreement (in a form and containing provisions reasonably requested by Lessee) from the holder of such Encumbrance. Lessor shall fully and promptly cooperate with Lessee's efforts to obtain the same. Lessor represents and warrants to Lessee that there are no unrecorded Encumbrances against the Leased Property or any portion thereof that have not been disclosed to Lessee in writing prior to the Effective Date, including any unrecorded agricultural, grazing or mineral leases or commitments for specific uses or preservation made to any governmental authority, other than agricultural grazing leases that can be terminated upon notice. Lessors agree that any grazing lease rights held by any of them shall, upon receipt of notice from the Project Company, be terminated, and on and after the date of receipt of such notice, will not be used or exercised by any of the Lessors.

8.4. Permitting; Cooperation; Further Assurances. Lessee 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 Development Operations ("Permits"). Lessor shall fully support and cooperate with Lessee in the conduct of Solar Development Operations and the exercise of Lessee's rights hereunder, in providing any further assurances requested by Lessee, and in carrying out and otherwise giving full force and effect to the purpose and intent of this Lease, including in Lessee's efforts to obtain any Permit or financing; and Lessor shall, without demanding additional consideration therefor, (a) execute any map, application, waiver, estoppel certificate, consent and other document that is reasonably requested by Lessee in connection herewith or therewith and (b) return the same to Lessee within ten (10) days after Lessor's receipt thereof. Without limiting the generality of the foregoing, (i) if requested by Lessee, Lessor shall participate, in support of Lessee, in any appeals or regulatory proceedings respecting the Energy Facilities and (ii) in the event that the location of any Energy Facilities to be installed or constructed on the Leased Property or any adjacent properties along or near Leased Property boundary lines is limited or restricted by any private agreements, Encumbrances or Laws (including any setback requirements), Lessor (1) hereby waives enforcement of such agreements, Encumbrances and Laws, (2) shall assist Lessee in obtaining waivers or variances from the same and (3) shall execute all documents evidencing Lessor's agreement to the waiver or elimination of such requirements.

8.5. No Interference. Neither Lessor nor any of its officers, directors, employees, tenants, licensees, contractors, invitees, agents, assigns or anyone else obtaining rights from Lessor (collectively, "Lessor Parties") shall, currently or prospectively, interfere with, impair, delay or materially increase the cost of any of Lessee's Solar Development Operations (whether conducted on the Leased Property, the Easements or elsewhere), or the undertaking of any other activities or the free enjoyment or exercise of any other rights or benefits given to or permitted Lessee hereunder. Without limiting the generality of the foregoing, neither Lessor nor anyone obtaining rights from or acting with the permission of Lessor shall (a) interfere with or impair the free, unobstructed and natural availability of sunlight over or upon the Leased Property and the Easements (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 Property or elsewhere that might cause a decrease in the output, efficiency or longevity of the Energy Facilities.

8.6. Indemnification of Lessee. Lessor shall indemnify, defend and hold harmless Lessee against Liability arising out of (a) the presence or release of Hazardous Materials in, under, on or about the Leased Property existing or occurring on or prior to the Effective Date with respect to the Leased Property or prior to the Initial Term with respect to the Leased Property, (b) the violation of any Law by the Lessor or any Lessor Party; (c) the breach of a representation, warranty or covenant of Lessor contained herein; and (d) fraud, gross negligence, or willful misconduct, in each case only to the extent

proximately caused by Lessor or any of the Lessor Parties, and except to the extent such Liability is caused or contributed to by the negligence or willful misconduct of Lessee or Lessee's officers, directors, employees, agents, contractors or invitees. Lessor's obligations set forth in this Section 8.6 shall survive the expiration or earlier termination of this Lease.

8.7. Taxes. Lessor shall pay when due any property taxes levied or assessed by any governmental authority upon the Leased Property, and any other monetary obligations imposed by a governmental authority and associated with ownership, acreage or use of the Leased Property; subject to Lessor's right to contest the same in a manner that does not jeopardize Lessee's rights hereunder. Notwithstanding the foregoing, Lessor and Lessee acknowledge and agree that it is their intention that the Energy Facilities be separately assessed as personal property belonging to Lessee and, from and after the date that the Energy Facilities commence operation, Lessee shall be responsible for: (a) the real property taxes directly attributable to the Leased Area (if the Leased Area is not separately assessed, then Lessee's obligation shall be limited to a proportionate share of such taxes based upon the acreage of the Leased Area as a portion of the acreage of the larger assessed parcel(s) of the Leased Property), (b) any real or personal property taxes, assessments, levies, licenses or permit fees levied against the Energy Facilities; and (c) any increase in real property taxes levied against the Leased Property as a result of Lessee's installation of Energy Facilities on the Leased Property; provided, however, that (x) Lessee shall have the right, at its own expense, to contest the amount or validity of any tax or assessment by appropriate proceedings diligently conducted in good faith, and (y) with the exception of any transfer taxes or increase in or reassessment of real estate taxes imposed as a result of any change in the ownership of all or any portion of the Energy Facilities and/or Lessee's leasehold interest in this Lease, Lessee shall have no obligation to pay any transfer taxes or increase in or reassessment of real estate taxes imposed as a result of any change in the ownership of the whole or any portion of the Leased Property. Lessor shall reasonably cooperate with Lessee in any such contest; provided, however, that Lessor shall not be required to incur any third party costs and expenses in connection with such cooperation. In connection with the foregoing, Lessor and Lessee shall fully cooperate with each other to have a bill issued to the Lessee for the taxes, assessments, levies, licenses or permit fees attributable to the Energy Facilities and the Leased Area, and/or the ownership, operation and maintenance of such Energy Facilities that is separate from any bill applicable to the taxes or other monetary obligations of the Lessor.

9. Defaults; Remedies; Estoppel Certificates

9.1. Default.

9.1.1. If a the Lessee or Lessor (the "Defaulting Party") fails to perform its obligations under this Lease in any material respect (an "Event of Default"), then it shall not be in Default if it cures such Event of Default within sixty (60) days after receiving written notice from the other party (the "Non-Defaulting Party") stating with particularity the nature and extent of such Event of Default and specifying the method of cure (a "Notice of Default"); provided, however, that if the nature or extent of the obligation or obligations is such that more than sixty (60) days are required, in the exercise of commercially reasonable diligence, for performance of such obligation(s), then the Defaulting Party shall not be in Default if it commences such performance within such sixty (60) day period and thereafter pursues the same to completion with commercially reasonable diligence.

9.1.2. As used in this Lease, the term "Default" means an Event of Default that (a) has not been cured within the time provided herein or (b) as to which the Defaulting Party has not commenced performance of its obligations within the time provided or thereafter has failed to pursue the same to completion with commercially reasonable diligence as provided above.

9.2. Remedies. Subject to Section 9, upon a Default (but not sooner), the Non-Defaulting Party shall be entitled to exercise any and all remedies available to it hereunder, at law or in equity, which remedies shall be cumulative. Such remedies shall 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, and to obtain (a) subrogation rights therefor and (b) immediate reimbursement from the Defaulting Party for the costs of such payment or performance. If Lessor is the Non-Defaulting Party, then, subject to Section 9, its remedies shall include the right to terminate this Lease by giving written notice of such termination to Lessee and to each bank or financial institution, or any other person that has provided a commitment to underwrite or provide Lessee debt or any guaranty (excluding any guaranty of Lessee debt provided by the Lessee or an affiliate thereof) or credit enhancement in respect thereof, together with their respective successors and assigns ("**Lender**"). If Lessor is the Defaulting Party, then Lessee may (but need not) offset such costs against the Rent or any other amounts due to Lessor hereunder.

10. Assignment.

10.1. Lessee and any sublessee of Lessee shall have the absolute right at any time and from time to time, without obtaining Lessor's consent, to 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 Energy Facilities, or any combination of the foregoing.

11. Protection of Lenders.

11.1. Lender's Rights.

11.1.1. Each Lender shall have the absolute right (but not the obligation) to do the following activities: (a) assign its Lender's Lien; (b) enforce its Lender's Lien; (c) acquire title (whether by foreclosure, assignment in lieu of foreclosure or other means) to the leasehold estate created by this Lease (the "**Leasehold Estate**"); (d) take possession of and operate the Leased Property and the Energy Facilities, or any portion thereof; (e) perform any obligations and exercise any rights of Lessee hereunder; (f) assign or transfer this Lease and the Leasehold Estate to any person after obtaining the same; and (g) cause a receiver to be appointed to do any of the foregoing. Lessor's consent shall not be required for any of the foregoing; and, upon acquisition of the Leasehold Estate or this Lease by a Lender or any person who acquires the same from or on behalf of a Lender, Lessor shall recognize the same as Lessee's proper successor, and this Lease shall remain in full force and effect. No Lender shall have the right to place a lien upon the Leased Property other than the Leasehold Estate and the Energy Facilities.

11.1.2. If requested by Lessee or any Lender, Lessor shall enter into a direct agreement with the Lender to perform the activities referenced in this Section 11 and other reasonable accommodations requested by the Lender. Lessor shall act in good faith and without undue delay to negotiate and enter into such a direct agreement where reasonably requested by the Lessee.

11.1.3. The Lenders shall collectively have the same period of time after receipt of a Notice of Default to cure an Event of Default as is given to Lessee under this Lease, plus, in each instance, an additional sixty (60) days; provided, however, that such sixty (60)-day period shall be extended for the time reasonably required by the Lenders to complete such cure, institute foreclosure proceedings or otherwise perfect their right and ability to effect such cure. Each Lender shall have the absolute right to substitute itself for Lessee and perform the duties of Lessee hereunder for purposes of curing any Event of Default. Lessor expressly consents to such substitution, agrees to accept such performance, and authorizes each Lender and its employees, agents, representatives and contractors to enter upon the Leased Property to complete such performance with all of the rights and privileges of Lessee hereunder. Lessor shall not terminate this Lease prior to expiration of the cure periods available to

the Lenders as set forth above. Further, neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Lease as long as the Rent is paid by a Lender in accordance with the terms hereof.

11.2. Copies of Notices of Default. As a precondition to exercising any rights or remedies as a result of any Event of Default by Lessee, Lessor shall deliver a duplicate copy of the applicable Notice of Default to each Lender concurrently with delivery of such notice to Lessee, specifying in detail the Event of Default and the required remedy.

11.3. Effect of Proceedings. If any Event of Default by Lessee under this Lease cannot be cured without obtaining possession of the Leased Property, the Energy Facilities, or any combination of the foregoing, then any such Event of Default shall nonetheless be deemed remedied if: (a) within sixty (60) days after receiving a Notice of Default from Lessor as set forth in Section 9, a Lender acquires possession thereof, or commences appropriate judicial or nonjudicial proceedings to obtain the same; (b) the Lender prosecutes any such proceedings to completion with commercially reasonable diligence; and (c) after gaining possession thereof, the Lender performs all of Lessee'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 or decision of any court, then such sixty (60)-day period shall be extended for the period of such prohibition commencing or prosecuting the proceedings described above by Law or by any process, injunction or decision of any court, then such sixty (60)-day period shall be extended for the period of such prohibition.

11.4. Performance by Lender. Any Lender that does not directly hold an interest in this Lease, or that holds a Lender's Lien, shall not have any obligation under this Lease prior to the time that such Lender succeeds to absolute title to the Leasehold Estate; and if such Lender succeeds to such absolute title, then such Lender shall be liable to perform obligations under this Lease only for and during the period of time that such Lender directly holds such absolute title.

11.5. Rejection: New Lease. 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 Lessee, Lessor shall, immediately upon written request from a Lender given within ninety (90) days after any such rejection or termination, enter into a new lease in favor of the Lender, which new lease shall (a) contain the same covenants, agreements, terms, provisions and limitations as this Lease (except for any requirements that have been fulfilled by Lessee or any other person prior to such rejection or termination), (b) be for a term commencing on the date of such rejection or termination, and continuing for the remaining term of this Lease before giving effect to such rejection or termination and (c) contain a grant of a leasehold estate in the Leased Property or such portion thereof as to which the Lender held a Lender's Lien on the date of such rejection or termination; and, until such time as such new lease is executed and delivered, the Lender may enter and use the Leased Property and conduct Solar Development Operations thereon as if this Lease were still in effect. 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 the lessee thereunder. If more than one Lender makes a written request for a new lease pursuant hereto, then the same shall be delivered to the Lender whose Lender's Lien is senior in priority.

11.6. Modifications of Lessee's Obligations. Lessor shall not agree to a modification or amendment of this Lease if the same could reasonably be expected to materially reduce the rights or remedies of a Lender or impair or reduce the security for its Lender's Lien, nor shall Lessor accept a surrender of the Leased Property or any part thereof or a termination by Lessee of this Lease; in each such case without the prior written consent of each Lender.

11.7. Amendment. Lessor shall not agree to a modification or amendment of this Lease if the same could reasonably be expected to materially reduce the rights or remedies of a Lender or impair or reduce the security for its Lender's Lien, nor shall Lessor accept a surrender of the Leased Property or any part thereof or a termination by Lessee of this Lease; in each such case without the prior written consent of each Lender.

11.8. Third Party Beneficiary. Each Lender shall be an express third party beneficiary of this Lease and shall be entitled to rely upon and enforce the provisions of this Section 11.

11.9. Estoppel Certificates and Consent. Lessor shall, within thirty (30) days after written request made from time to time by Lessee 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 the Rent has 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 Lessee, such Lender and any person that is proposing to invest in Lessee or in Lessee's solar project.

12. Miscellaneous.

12.1. Governing Law; Venue.

12.1.1. The terms and provisions of this Lease shall be interpreted in accordance with the Laws of the State South Dakota applicable to contracts made and to be performed within the State of South Dakota and without reference to the choice of law principles of any state. The Parties agree that the law of the Oglala Sioux Tribe shall not apply to the interpretation or the enforceability of this Lease, and shall not limit or expand the rights and remedies of the Lessor or Lessee, provided however that no provision of this Lease shall be interpreted as a waiver of the sovereign immunity of the Oglala Sioux Tribe..

12.1.2. Venue for any action arising out of this Lease shall be the United States District Court of South Dakota, Western Division. If federal jurisdiction is not applicable, then the venue shall be the Delaware Superior Court.

12.1.3. The obligations of the lessee and its sureties to the Lessees are also enforceable by the United States, so long as the land remains in trust or restricted status. The United States may treat any provision the Lease that violates federal law as a violation of the Lease.

12.2. Runs With the Land. The terms of this Lease, including, without limitation, the creation of the leasehold interest, the Easements and the covenants and restrictions contained herein, shall run with the Leased Property and shall be binding on, and inure to the benefit of, Lessor and Lessee, mortgagees, assignees, and their respective successors and assigns, heirs, personal representatives, Lessees, or persons claiming through them. In connection with the foregoing, Lessor hereby acknowledges and agrees that the leasehold interest, Easements and the other rights of Lessee hereunder shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees, employees and agents.

12.3. No Severance of Solar Rights. Except as otherwise provided in this Lease, no interest in any resource located on the Leased Property and associated with the production or potential production of energy from solar power on the Leased Property has been or will be severed from the surface estate.

12.4. Notices. All notices or other communications required or permitted hereunder, including notices to mortgagees, shall, unless otherwise provided herein, be in writing, and shall be personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested and postage prepaid, addressed to Lessor at Lessor's Address, to Lessee at Lessee's Address and to a mortgagee at such mortgagee's address as from time to time provided to Lessor. Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the mailing date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Lessor and Lessee 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 12.4, and each Lender may do the same by giving such notice to Lessor.

12.5. Further Assurances; Cooperation. Lessor shall fully support and cooperate with Lessee in the conduct of the Solar Development Operations and the exercise of its rights hereunder (including with Lessee's efforts to (a) obtain from any governmental authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights, or (b) sell any Energy Facilities, assign or otherwise transfer all or any part of or interest under this Lease or any of the Easements granted herein or obtain any financing), and Lessor shall perform all such acts (including executing and/or delivering maps, instruments and documents within ten (10) days after receipt of a written request made from time to time by Lessee) as Lessee may reasonably specify to fully effectuate each and all of the purposes and intent of this Lease. Without limiting the generality of the foregoing, within ten (10) days after receipt of a written request made from time to time by Lessee, Lessor shall: (i) enter into any reasonable amendment to this Lease (1) to correct an error in this Lease, (2) to amend the legal description attached to this Lease (including by replacing said legal description with a revised description prepared or provided by Lessee's surveyor or title company), (3) that may be required by any mortgagee or in connection with the transfer by Lessee of its rights under this Lease, or (4) to cause this Lease to comply with Law; (ii) execute and deliver to Lessee any Lessor's affidavit reasonably requested by any title company or attorney reviewing title to all or any portion of the Leased Property; (iii) join in any grants for rights-of-way and leases for electric and other public utilities and facilities and any other electric power purpose (including any power transmission line) as Lessee may deem necessary or desirable for its development and use of the Leased Property as contemplated by this Lease; (iv) join with Lessee in the signing of any protest, petition, appeal or pleading that Lessee may deem advisable to file or in requesting any and all zoning changes or any waivers, variances, land use permits and/or approvals, in each case as Lessee may deem necessary or desirable for Lessee's development and use of the Leased Property as contemplated by this Lease; (v) enter into an amendment to this Lease to bifurcate the provisions herein in connection with any assignment by Lessee of partial interest in the Leased Property and/or any of the Easements granted herein to fully effectuate any such partial assignment, and (vi) if because of the nature of this Lease Lessee is unable to qualify for any tax credit or similar benefit associated with the Energy Facilities, amend this Lease to assure that Lessee will receive such credits and benefits (but only if such amendment does not materially adversely affect Lessor's rights or obligations hereunder); and Lessee agrees to pay Lessor's reasonable out of pocket expenses incurred by Lessor in connection with Lessor's cooperation pursuant to the foregoing provisions of this Section 12.5. Without limiting the generality of the foregoing, Lessor shall not oppose, in any way, whether directly or indirectly, any application by Lessee for any permit, approval or entitlement at any administrative, judicial, legislative or other level.

12.6. No Waiver; No Abandonment. No waiver of any right under this Lease shall be effective for any purpose unless it is in writing and is signed by the Party possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Lease. Further, (a) no act or failure to act on the part of Lessee shall be deemed to constitute an abandonment, surrender or termination of this Lease or any of the Easements or other rights granted herein, except upon recordation by Lessee of a quitclaim deed or release specifically conveying this Lease back to Lessor,

(b) nonuse of the Leased Property and/or the Easements shall not prevent the future use of the entire scope of the rights granted under this Lease, and (c) no use of or improvement to the Leased Property, and no transfer under Section 10 above or otherwise, shall, separately or in the aggregate, constitute an overburdening of the Leased Property or any Easements or leasehold rights granted to Lessee under this Lease.

12.7. Condemnation. If a Taking (as defined below) occurs, then the compensation payable therefor, whether pursuant to a judgment, by agreement or otherwise, including any damages and interest, shall be distributed as follows: (a) any portion of such compensation attributable to the Taking of this Lease or the Energy Facilities, any cost or loss that Lessee may sustain in the removal and relocation of the Energy Facilities or Lessee's anticipated or lost profits, shall be paid to Lessee; and (b) any portion of such compensation attributable to the Taking of the fee title, and all remaining amounts of such compensation, shall be paid to Lessor. The term "Taking" means the taking of the Leased Property, the Energy Facilities, the Easements, this Lease or any part thereof, by eminent domain, by inverse condemnation, by severance or for any public or quasi-public use.

12.8. Attorneys' Fees. The prevailing party in any action or proceeding for the enforcement, protection, or establishment of any right or remedy under this Lease or for the interpretation of this Lease shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party.

12.9. Force Majeure; Delays. Lessee's obligations under this Lease (exclusive of the obligation to pay Rent) shall be suspended and excused, and the time periods set forth herein shall be extended, while Lessee is prevented or substantially hindered or restricted, by an Event of Force Majeure, from conducting Solar Development Operations or performing its obligations hereunder. The term "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; conditions attributable to acts of war, terrorism or civil disturbances; acts or failures to act of Lessor; the effect of any Laws; the failure of a governmental authority to issue any permit, entitlement, approval or authorization within sixty (60) days after Lessee submits an application for the same; or any other matter or condition beyond the reasonable control of Lessee.

12.10. Interpretation. The Parties agree that the terms and provisions of this Lease embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor of, or more strictly against, either Party.

12.11. Partial Invalidity. Should any term or provision of this Lease, or the application thereof to any person or circumstance, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by Law.

12.12. Limitation of Liability. Notwithstanding anything to the contrary herein, the liability of each Party to the other Party under the Lease shall be limited to the amount of direct Damages and in no event shall either Party be liable to the other Party for any indirect, special, consequential or punitive Damages. No constituent member, partner, shareholder or other beneficial direct or indirect owner of Lessee, nor any advisor, trustee, beneficiary, officer, member, employee, representative or agent of Lessee shall have any personal liability, directly or indirectly, under or in connection with this Lease or any agreement made or entered into under or pursuant to the provisions of this Lease.

12.13. No Joint Venture and Other General Provisions. Neither this Lease nor any agreements or transactions contemplated hereby shall be interpreted as creating any partnership, joint venture, association or other relationship between the Parties, other than that of Lessor and Lessee with respect to this Lease and grantor and grantee with respect to the Easements. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms "include", "includes" and "including", as used herein, are without limitation. Captions and headings used herein are for convenience of reference only and do not define, limit or otherwise affect the scope, meaning or intent hereof. If Lessor consists of more than one person or entity, then (a) each reference herein to "Lessor" shall include each person and entity signing this Lease as or on behalf of Lessor, and (b) the liability of each such person and entity shall be joint and several. If this Lease is not executed by one or more of the persons or entities comprising the Lessor herein, or by one or more persons or entities holding an interest in the Leased Property, then this Lease shall nonetheless be effective, and shall bind all those persons and entities who have signed this Lease. Lessee's shareholders, directors, officers, partners and members shall not have any personal liability for any Damages arising out of or in connection with this Lease.

12.14. Special Indian Tribe Provisions.

12.14.1. Termination of Federal Trust Responsibilities. Nothing contained in this Lease shall operate to delay or prevent a termination of federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of the Lease; however, such termination shall not serve to abrogate this Lease. Lessor shall notify Lessee of any such change in the status of the land.

12.14.2. Preservation of Antiquities. In accordance with applicable federal and tribal laws, the Parties hereto agree that any areas within the exterior boundaries of the Leased Property containing graves, ruins, or other antiquities known to Lessee shall be undisturbed and plainly marked by Lessee and reported immediately to Lessor and the Secretary of the Interior, or his or her authorized representative (the "Secretary") for appropriate disposition and action. Any areas designated as antiquities shall be placed under reasonable use restrictions as determined by the Bureau of Indian Affairs and the discretion of Lessor and Lessee agrees to comply with such restrictions. During all phases of site development and construction, a Tribal representative may be on site to verify compliance with this Section 12.14. Lessee shall provide the Tribes with ten (10) days written notice prior to commencement of any initial excavation or significant construction on the Leased Property. It will be the responsibility of the Lessee to obtain necessary archaeological clearance in accordance with the Antiquities Act of June 8, 1906 (34 Stat. 225) and Archaeological Resources Protection Act of 1979 (P.L. 96-95) which forbid the disturbance, destruction or removal of any specimens of archaeological interest without an approved permit to excavate or remove any archeological resources. The Lessee shall immediately notify the Pine Ridge Agency Superintendent who will notify the Staff Archaeologist, Bureau of Indian Affairs Region Office upon discovery of any specimens of archaeological interest describing the location.

12.14.3. Bureau of Indian Affairs Approval and Inspection.

(a) This Lease shall not be valid or binding upon either Party hereto until approved by the Bureau of Indian Affairs ("BIA").

(b) Lessee will provide the BIA with environmental and archeological reports, surveys, and site assessments as needed to demonstrate compliance with applicable federal and tribal environmental and land use requirements. If historic properties, archeological resources, human remains, or other cultural items, not previously reported are encountered during the course of any activity associated with this lease, all activity in the immediate vicinity of the properties, resources, remains, or

items will cease, and the lessee will contact BIA and the tribe with jurisdiction to determine how to proceed and appropriate disposition

(c) The BIA has the right to inspect the Leased Property and the project at any reasonable time during the term of the lease, and upon reasonable notice.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Execution Date referred to above.

LESSEE:
Lookout Solar Park I, LLC

By: _____
Christian Bohn
President

LESSOR:

Lynn Dee Rapp

A handwritten signature in black ink, appearing to read "Lynn Dee Rapp", written over a horizontal line.

Frank D. Rapp

A handwritten signature in blue ink, appearing to read "Frank D. Rapp", written over a horizontal line.

Julia Rapp Trevillyan

A handwritten signature in black ink, appearing to read "Julia Rapp Trevillyan", written over a horizontal line.

Deborah Rapp Wammen

A handwritten signature in blue ink, appearing to read "Deborah Rapp Wammen", written over a horizontal line.A small, stylized handwritten mark or signature in the bottom right corner of the page.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Execution Date referred to above.

LESSEE:

Lookout Solar Park I, LLC

By: 
Christian Bohn
President

LESSOR:

Lynn Dee Rapp

Frank D. Rapp

Julia Rapp Trevillyan

Deborah Rapp Wammen

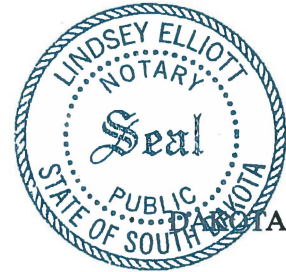
STATE OF SOUTH DAKOTA
COUNTY OF Fall River } S.S.

On December 17th 2018 before me, Lynn Dee Rupp,
personally appeared _____ who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of South Dakota that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lindsey Elliott exp 5-5-2020



STATE _____ OF _____ SOUTH
COUNTY OF Fall River } S.S.

On December 17th 2018 before me, Frank D Rupp,
personally appeared _____ who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of South Dakota that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lindsey Elliott exp 5-5-2020



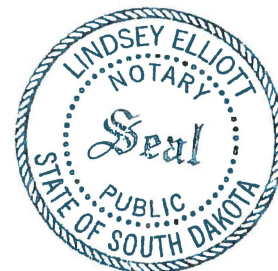
STATE OF SOUTH DAKOTA
COUNTY OF Fall River } S.S.

On December 17th 2018 before me, Julia Rapp Trevillyan
personally appeared _____ who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of South Dakota that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lindsey Elliott exp 5-5-2020



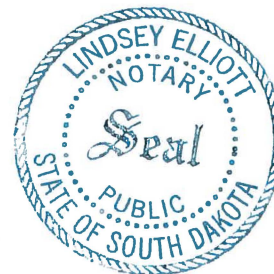
STATE OF SOUTH DAKOTA
COUNTY OF Fall River } S.S.

On December 17th 2018 before me, Deborah Rapp Wammer
personally appeared _____ who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of South Dakota that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lindsey Elliott exp 5-5-2020



England & Wales
City of London



STATE OF SOUTH DAKOTA
COUNTY OF _____ } S.S.

On 5 DECEMBER 2018 before me, JEREMY BROOKER BURGESS
personally appeared CHRISTIAN HANS WOLF BOHN who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of South Dakota that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Notary Public London, England
(J. B. BURGESS)
My Commission Expires with Life

STATE _____ OF _____ SOUTH DAKOTA
COUNTY OF _____ } S.S.

On _____ before me, _____,
personally appeared _____ who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of South Dakota that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



Exhibit A

Property Description and Title Status Report from the U.S. Bureau of Indian Affairs

Individual/Tribal Interests Report from the U.S. Bureau of Indian Affairs for parcel numbers 3395 and 3395-A, and 6368 of the Oglala Sioux (Pine Ridge) Reservation, dated September 28, 2017.



Exhibit B

Leased Property

1. Parcel 3395: 320 acres located at Section 36, Township 41N, Range 48W in Oglala Lakota County, South Dakota.
2. Parcel 3395A: 320 acres located at Section 36, Township 41N, Range 48W in Oglala Lakota County, South Dakota.
3. Parcel 6368: 170.620 acres located at Section 36, Township 41N, Range 48W in Oglala Lakota County, South Dakota.

OR

Exhibit C

Designation of Lessor Agent

We, the undersigned Julia Rapp Trevillyan and Deborah Rapp Wammen, have appointed Frank D. Rapp and Lynn Dee Rapp, individually and collective, as our authorized representative(s) for any and all matters related to and arising under the Lease Agreement dated as of December ____, 2018, between Frank D. Rapp, Lynn Dee Rapp, Julia Rapp Trevillyan, and Deborah Rapp Wammen, as Lessors, and **Lookout Solar Park I, LLC**, a Delaware limited liability company, as Lessee to be effective immediately upon execution of this form. I willingly execute this Designation of Lessor Agent and I am of sound mind and under no constraint or undue influence.



Julia Rapp Trevillyan

12/18/18

Date



Deborah Rapp Wammen

12/18/18

Date

Acknowledged:



Frank D. Rapp

12/18/18

Date



Lynn Dee Rapp

12/18/18

Date



STATE OF SOUTH DAKOTA
COUNTY OF Fall River } S.S.

On December 17th 2018 before me, Julia Rapp Trevillyan
personally appeared _____ who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of South Dakota that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lindsey Elliott exp 5-5-2020



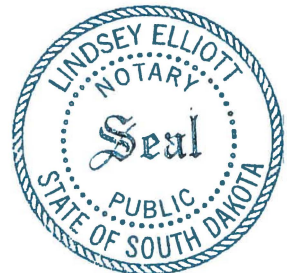
STATE _____ OF _____ SOUTH
COUNTY OF Fall River } S.S.

On December 17th 2018 before me, Frank D. Rapp
personally appeared _____ who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
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paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lindsey Elliott exp 5-5-2020



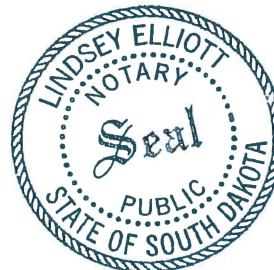
STATE OF SOUTH DAKOTA
COUNTY OF Fall River } S.S.

On December 17th 2018 before me, Deborah Rapp Wammen
personally appeared _____ who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
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paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lindsey Elliott exp 5-5-2020



STATE OF SOUTH DAKOTA
COUNTY OF Fall River } S.S.

On December 17th 2018 before me, Lynn Dee Rapp,
personally appeared _____ who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
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paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lindsey Elliott exp 5-5-2020

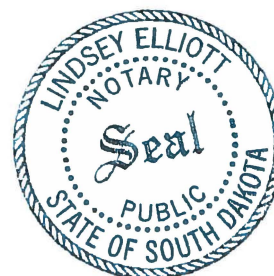


Exhibit D

Authorization for Development

Permission is hereby granted by the undersigned owners of Parcel Numbers 6368, 3395 and 3395-A to Lookout Solar Park I, LLC (and its affiliated companies Lookout Solar Investment Holdings I, LLC and Wircon USA, Inc.) to apply for, obtain, and hold all permits, entitlements, modifications, subdivisions, and other land use permissions and consents in connection with the energy facilities to be located at the Leased Property identified by Parcel Numbers 6368, 3395 and 3395-A.



Julia Rapp Trevillyan

12/18/18

Date



Frank D. Rapp

12/18/18

Date



Deborah Rapp Wammen

12/18/18

Date



Lynn Dee Rapp

12/18/18

Date



STATE OF SOUTH DAKOTA
COUNTY OF Fall River } S.S.

On December 17th 2018 before me, Julia Rapp Trevillyan
personally appeared _____ who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
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behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of South Dakota that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lindsey Elliott exp 5-5-2020

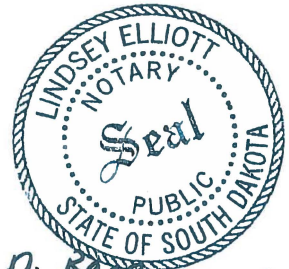
STATE OF SOUTH DAKOTA
COUNTY OF Fall River } S.S.

On December 17th 2018 before me, Frank D. Rapp,
personally appeared _____ who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
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behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of South Dakota that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lindsey Elliott exp 5-5-2020



STATE OF SOUTH DAKOTA
COUNTY OF Fall River } S.S.

On December 17th 2018 before me, Deborah Rapp Wammen
personally appeared _____ who proved to me on
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paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lindsey Elliott exp 5-5-2020



STATE OF SOUTH DAKOTA
COUNTY OF Fall River } S.S.

On December 17th 2018 before me, Lynn Dee Rapp
personally appeared _____ who proved to me on
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I certify under PENALTY OF PERJURY under the laws of the State of South Dakota that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lindsey Elliott exp 5-5-2020



Exhibit E

Easements

A handwritten signature in black ink, consisting of a stylized 'R' with a horizontal line extending to the right.

Exhibit F

Exercise Notice

Date: _____, 20__

From: Lookout Solar Park I, LLC

To: Lessor's Agent

Please be advised that Lessee under the Lease executed on _____, 20__ between Lookout Solar Park I, LLC and Frank D. Rapp, Lynn Dee Rapp, Julia Rapp Trevillyan, and Deborah Rapp Wammen (collectively, the Lessor), does hereby exercise its option to commence the Initial Term in accordance with the Lease for the purpose of developing, constructing and operating solar or wind generating facilities and associated equipment on the terms and conditions in the Lease. The exercise of this option to lease shall become effective as of the date of this notice.

Lookout Solar Park I, LLC

Christian Bohn

Title: President

Date: _____



LEASE ADDENDUM

This Lease Addendum (the “**Addendum**”) is made and entered into as of April __, 2019, by and among Lynn Dee Rapp, Frank D. Rapp, Deborah Rapp Wammen, and Julia Trevillyan (each a “**Lessor**,” and collectively, the “**Lessors**”) and Lookout Solar Park I, LLC, a Delaware limited liability company (the “**Lessee**”) with respect to the Solar Energy Ground Lease and Grant of Easements dated December 5, 2018 by and among the Lessors and Lessee (the “**Lease**”). Lessor and Lessee are sometimes herein together referred to as the “**Parties**” and individually as a “**Party**.” The promises, covenants, agreements and declarations made and set forth herein are intended to and shall have the same force and effect as if set forth at length in the body of the Lease. To the extent that the provisions of this Addendum are inconsistent or conflict with the terms and conditions of the Lease, the terms and conditions of this Addendum shall control. Capitalized terms used herein and not otherwise defined shall have the meanings given those terms in the Lease.

1. Interest on Late Payments.

Section 4.4 of the Lease is modified by amending the last sentence in the paragraph, which currently states “No late payment charges or special fees shall apply” to read “If Lessor has not received payment of Rent on or before thirty (30) days after the date the payment is due, the Lessee shall pay to the Lessor a late charge equal to four percent (4%) of the overdue amount of Rent. No other special fees or penalties shall apply.”

2. Direct Payment to Lessor and Copy of Payment to the Bureau of Indian Affairs.

Section 5 of the Lease is modified by amending the second to the last sentence in the paragraph, stating “Lessee’s performance of all obligations under this Lease, including payment of Rent, shall be tendered solely to the Lessor Agent” to read “Lessee’s performance of all obligations under this Lease shall be tendered solely to the Lessor Agent. Lessee shall make direct payment of Rent to the Lessor Agent with a copy of the form of payment sent to the U.S. Bureau of Indian Affairs Pine Ridge Agency at the following address: Bureau of Indian Affairs, P.O. Box 1203 Pine Ridge, South Dakota 57770.”

3. Addition of Exhibit G Regarding Determination of Rent Amounts.

EXHIBIT G. The Lease is modified to include Exhibit G as follows:

Exhibit G

The Initial Term Rent and the Renewal Term Rent of \$40 per acre was set in reference to the grazing program fees for the Leased Property as of 2018. The Development Term Rent of \$1,000 per year was set in consideration of the grazing program fees for the Leased Property as of 2018, the fact that no interference with the grazing will occur during the Development Term and the prospective nature of the proposed solar project during the Development Term. Documentation of the grazing program fees for the Leased Property as of 2018 is attached hereto.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Execution Date referred to above.

LESSEE:

Lookout Solar Park I, LLC

By: _____



Christian Bohn
President

LESSOR:

Lynn Dee Rapp

Frank D. Rapp

Julia Rapp Trevillyan

Deborah Rapp Wammen

STATE OF SOUTH DAKOTA
COUNTY OF Washington, D.C. } S.S.

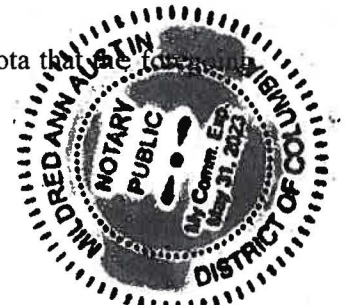
On September 26, 2019 before me, M. A. Aust
personally appeared Christian Boh who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of South Dakota that the foregoing
paragraph is true and correct.

Notary
WITNESS my hand and official seal.

Signature

M. A. Aust



STATE _____ OF _____ SOUTH
COUNTY OF _____ } S.S.

On _____ before me, _____,
personally appeared _____ who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of South Dakota that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

STATE OF SOUTH DAKOTA

COUNTY OF _____ } S.S.

On _____ before me, _____,
personally appeared _____ who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of South Dakota that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

STATE OF SOUTH DAKOTA

COUNTY OF _____ } S.S.

On _____ before me, _____,
personally appeared _____ who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
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paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____