

ENT# 279623 Pg 1 of 6
Date: 10-Feb-2023 02:09 PM
Fee: \$40.00 ACH
Filed By: CP
CINDY PETERSON, RECORDER
BEAVER COUNTY CORPORATION
For: K&L GATES LLP
Recorded Electronically by Simplifile

**AMENDMENT OF COMMERCIAL SOLAR EQUIPMENT LEASE AND
MEMORANDUM OF AGREEMENT**

Prepared by:

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

After recording, return to:

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

THIS AMENDMENT OF COMMERCIAL SOLAR EQUIPMENT LEASE AND MEMORANDUM OF AGREEMENT ("**Agreement**") is made and entered into as of February 8, 2023 ("**Effective Date**") by and between Murphy-Brown LLC, a Delaware limited liability company ("**Lessee**") and Milford Solar, LLC, a Utah limited liability company, ("**Milford**"). Lessee and Milford may be referred to herein as the "**Parties**". Terms not defined herein shall have the meanings given to them in the Lease.

RECITALS

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

B. One of the Projects, described in the Lease as System 3 - Well has an approximate size of 2,667.6 kW DC ("**Smithfield 3**") and is located on that certain real property in Beaver County, Utah described on the attached Exhibit A (the "**System Site**").

C. The Parties wish to amend the Lease with respect to Smithfield 3 on the terms and conditions set forth in this Agreement.

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

AGREEMENT

1. **Terms.** From and after the Effective Date, for purposes of this Agreement, the following terms defined in the Lease with respect to Smithfield 3 shall have the meaning set forth herein

a. **“Commercial Operation Date”** means the date Provider gives Lessee written notice and can demonstrate that the Smithfield 3 is mechanically complete and capable of providing electric energy to the Delivery Point.

b. **“Delivery Point”** means the point that energy generated by Smithfield 3 will be delivered to Lessee, which point shall be promptly identified by Provider, in writing.

c. **“Site”** means the System Site.

d. **“System”** means Smithfield 3.

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

“Lessee grants to Provider an easement to develop, install, construct, use, own, operate, repair, remove, and maintain the System and any ancillary facilities on the Site. Lessee grants to Provider grants an easement for the free and unobstructed insolation of the solar energy, solar resources and output over the entirety of the horizontal space and entirety of the vertical air space lying above the Site (**“Solar Easement”**), which includes prohibiting any obstruction to the open and unobstructed access to the sun throughout the entire Site to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any System is or may be located at any time from time to time (each such point referred to as a **“Location”**) and for a distance from each Location to the boundaries of the Site, together vertically through all space located above the surface of the Site, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Site through each Location to each point and on and along such line to the opposite exterior boundary of the Site.”

3. **Notice.**

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

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

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

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

5. **Ratification.** The Parties do hereby adopt, ratify, and confirm the rights granted under the Lease, and any and all amendments and/or memorandums thereto, subject to and in accordance with all terms and provisions thereof and as fully and completely as if they had been named as parties in the Lease and had executed, acknowledged and delivered the same in their own proper persons. The Parties do hereby expressly agree and declare that the Lease and all amendments and or memorandums thereto, including this Agreement, and all terms and provisions thereof, are binding on the Parties and are valid and subsisting instruments. Except as modified by this Agreement, the Lease remains in full force and unmodified.

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

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

(Signature Pages Follow)

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

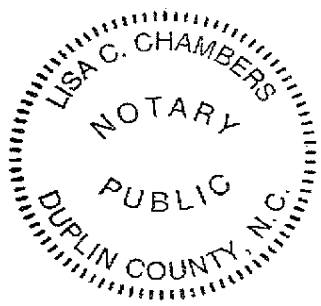
Lessee:

Murphy-Brown LLC,
a Delaware limited liability company

By: _____
Name: John Sargent
Title: ~~Executive Vice President~~

STATE OF North Carolina)
) SS.
COUNTY OF Duplin)

Before me, a notary public in and for this state, on this 23 day of January, ~~2022~~, 2023
personally appeared John Sargent to me known to be the identical person who subscribed the
name of the maker thereof to the foregoing instrument as the ~~Executive Vice~~ President of
Murphy-Brown LLC, a Delaware limited liability company and acknowledged to me that they
executed the same as their free and voluntary act and deed, for the uses and purposes therein set
forth.




Lisa C Chambers
Notary Public
Printed Name: Lisa C Chambers
My Commission Expires: Oct. 15, 2023

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

Milford:

Milford Solar, LLC,
a Utah limited liability company

By: 
Name: Mehul Menta
Title: Authorized Person

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

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


Notary Public, STATE OF NEW YORK

Printed Name: KATELYN ESPER

My Commission Expires: 01/09/2027

KINGS COUNTY
Commission #: 01256446046

Amendment of Commercial Solar Equipment Lease - Milford's Signature Page

Exhibit A

System Site

Beaver County

Tax ID No.
WCG Project No.

02-117-0003
21-124

A parcel of land situate in the SE1/4 of Section 5, T.30S., R.11W., S.L.B.&M in Beaver County, Utah. The boundaries of said parcel of land are described as follows:

Beginning at a point in the northerly right of way line of Thermo Road, which point is 381.72 feet N.01°36'15"E. along the easterly line of said Section 5 and 704.96 feet West from the Southeast Corner of said Section 5; and running thence S.88°37'11"W. 20.05 feet along said northerly right of way line; thence N.02°34'07"E. 709.94 feet; thence N.87°10'05"W. 51.41 feet; thence S.00°09'05"E. 39.61 feet; thence N.89°16'48"W. 22.13 feet; thence N.01°11'47"E. 151.08 feet; thence N.89°58'07"W. 49.63 feet; thence N.00°09'13"W. 55.95 feet; thence N.89°58'02"W. 389.97 feet; thence N.00°02'31"E. 612.77 feet; thence S.89°59'49"E. 873.66 feet; thence S.00°01'17"E. 612.88; thence N.89°57'48"W. 392.95 feet; thence S.00°15'28"W. 56.24 feet; thence N.89°57'23"W. 21.38 feet; thence S.01°11'47"W. 81.74 feet; thence S.87°10'05"E. 73.33 feet; thence S.02°34'07"W. 738.47 feet to the point of beginning.

The above described parcel contains 560,185 square feet or 12.86 acre in area, more or less.

Amendment of Commercial Solar Equipment Lease - Exhibit A