

**ENTRY NO. 00302812**

10/19/2021 04:41:25 PM B: 0614 P: 0701

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DEBRA P. ZIRBES, JUAB COUNTY RECORDER

FEE \$ 40.00 BY PETERSON, MICHAEL



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

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

Juab County, State of Utah

**THIS FIRST AMENDMENT TO SOLAR AND BATTERY STORAGE LEASE AND EASEMENT AGREEMENT** (this "Amendment") is made, dated as of *Oct 19<sup>th</sup>*, 2021, by and between **TRIPLE P BRAND, LLC, successor in interest to THE CARY G. PETERSON FAMILY LLC**, whose address is 432 N 900 E, Nephi, Utah 84648 (together with its transferees, successors and assigns and heirs, comprising "Owner"), and **THIRSTY VALLEY SOLAR ENERGY LLC**, a Delaware limited liability company, whose address is One South Wacker Drive, Suite 1800, Chicago, IL 60606 (together with its transferees, successors and assigns, "Grantee"), and in connection herewith, Owner and Grantee agree, covenant and contract as set forth in this Amendment.

**WITNESSETH:**

A. WHEREAS, Owner and Invenergy Solar Development North America LLC are parties to that certain Solar and Battery Storage Lease and Easement Agreement dated and effective as of April 3, 2017, as evidenced by that Memorandum of Solar and Battery Storage Lease and Easement Agreement recorded on June 7, 2017, as Document #00284260, in the Official Records of Juab County, Utah (collectively, the "Agreement"), which encumbers certain real property described on Exhibit A attached hereto and incorporated herein by this reference.

B. WHEREAS, Invenergy Solar Development North America LLC assigned all of its right, title, and interest in the Agreement to Grantee by that certain Assignment and Assumption Agreement dated October 9, 2020 and recorded October 27, 2020, as Document #00296869, in the official records of Juab County, Utah.

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

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

1. **Renumbering Lease Sections 12 and 13.** The Lease Agreement contains a typographical error as it includes two sections identified as Section 12. The parties desire to clarify and renumber the Lease Agreement as follows:

- a. Section 12, identified as "Termination," shall be designated as Section 13, "Termination."
- b. Section 13, identified as "Miscellaneous," shall be designated as Section 14, "Miscellaneous."

2. **Development Term (Option Phase).** Section 3.1 of the Agreement is hereby deleted in its entirety and replaced with the following language:

3.1 **Development Term (Option Phase).** This Agreement shall be for an initial term (the "**Development Term**") commencing on the Effective Date and continuing until the earlier to occur of: (a) the date on which Grantee begins site construction activities, including but not limited to clearing and grubbing, or (b) the Fifth (5<sup>th</sup>) anniversary of the Effective Date. Provided, however, that so long as this Agreement remains in good standing, and Grantee has not fully surrendered or terminated this Agreement, then on or before the expiration of the Development Term, Grantee may, at its option, extend the Development Term of this Agreement for an additional Three (3) year period (the "**Extended Development Term**"). Grantee may exercise its option to extend this Agreement for the Extended Development Term by giving Owner written notice thereof on or before the date that is thirty (30) days prior to the expiration of the Development Term.

3. **Operations Term.** Section 3.2 of the Agreement is hereby modified by deleting the reference to "the Development Term" and replacing it with "the Development Term or Extended Development Term".

4. **Extended Term.** Section 3.3 of the Agreement is hereby modified by deleting all references to "Extended Term," including the title reference, and replacing it with "Extended Operations Term".

5. **Owner's Right to Terminate.** Renumbered Section 13.2 of the Agreement, designated as Section 12.2 prior to this Amendment, under the header "Termination," is hereby modified by deleting the first sentence, and replacing it with the following:

Subject to Section 12.4, Owner shall have the right to terminate all or any portion of its rights in this Agreement after either: (1) the Fifth (5<sup>th</sup>) anniversary of the Effective Date, in the event Grantee did not exercise its option to extend the Development Term pursuant to Section 3.1; or (2) the Eighth (8<sup>th</sup>) anniversary of the Effective Date, in the event Grantee extended the Development Term pursuant to Section 3.1, so long as, at the time Owner's written termination notice is delivered, Grantee has not commenced construction of any Facilities for the Project on or near the Property.

6. **Memorandum; Recording.** Renumbered Section 14.4 of the Agreement, designated as Section 13.4 prior to this Amendment, under the header "Miscellaneous," is hereby modified by deleting all references to "Extended Term" and replacing it with "Extended Operations Term".

7. **Exhibit B.** Exhibit B of the Agreement shall be replaced in entirety by Exhibit B of this Amendment, attached hereto. **Exhibit B shall not be recorded.**

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

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

**[Signature pages to follow]**

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

**"Owner"**

**"Grantee"**

**Triple P Brand, LLC**

**Thirsty Valley Solar Energy LLC**

By: *Michael C. Peterson*

By: \_\_\_\_\_

Name: Michael C. Peterson

Name: \_\_\_\_\_

Title: Manager

Title: \_\_\_\_\_

ACKNOWLEDGMENT OF OWNER

STATE OF Utah )  
 ) SS.  
COUNTY OF Juab )

On this 19<sup>th</sup> day of October, in the year 2021, before me Michael C. Peterson, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Manager of Triple P Brand, LLC, and that the document was signed by him in said capacity on behalf of the limited liability company.  
Witness my hand and official seal.

Robin Heward

(Notary Signature)



(S E A L)

Name: Robin Heward  
Notary Public, State of Utah  
My Commission Expires: 11/24/2021

ACKNOWLEDGMENT OF GRANTEE

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2021, before me \_\_\_\_\_, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Vice President of Thirsty Valley Solar Energy LLC, and that the document was signed by him/her in said capacity on behalf of the limited liability company.

Witness my hand and official seal.

\_\_\_\_\_

(Notary Signature)

(S E A L)

Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
Description of the Property in Juab County, Utah

The description below delineates a portion of parcels XC00-2743-, XC00-2755-, and XC00-2794- in Juab County, Utah as further described by the survey map on the following page.

BEGINNING AT A POINT ON THE WEST DEED LINE OF THE GARY G PETERSON PARCEL WHICH IS N 88°45'18" E 1308.42 FEET ALONG THE SECTION LINE FROM THE SOUTH WEST CORNER OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN; THENCE N 01°56'47" W ALONG SAID WEST DEED LINE 1317.29 FEET; THENCE N 88°36'06" E ALONG SAID DEED LINE 1311.07 FEET; THENCE N 01°49'47" W ALONG SAID DEED LINE 3922.78 FEET TO A FENCE LINE; THENCE N 88°20'18" E ALONG SAID FENCE LINE 1291.51 FEET; THENCE S 52°20'06" E 251.12 FEET TO ANOTHER FENCE LINE; THENCE ALONG SAID FENCE LINE S 01°00'59" E 974.56 FEET; THENCE AROUND A GROVE OF TREES THE FOLLOWING THREE COURSES; N 89°20'10" W 208.22 FEET; THENCE S 01°00'59" E 100.00 FEET; THENCE S 89°20'10" E 208.22 FEET TO A FENCE LINE; THENCE ALONG SAID FENCE S 01°00'59" E 33.42 FEET; THENCE ALONG SAID FENCE LINE S 44°38'12" W 744.43 FEET TO THE WEST LINE OF A 33 FOOT WIDE COUNTY ROAD; THENCE ALONG SAID EAST LINE THE FOLLOWING TWO COURSES; S 02°09'48" W 419.26 FEET; THENCE S 02°27'30" E 333.55 FEET; THENCE S 33°37'39" W 63.96 FEET TO THE NORTH LINE OF A 33 FOOT COUNTY ROAD; THENCE ALONG SAID NORTH LINE S 89°37'39" W 563.98 FEET; THENCE S 01°49'47" E 1681.41 FEET; THENCE S 88°36'06" W 202.99 FEET TO A FENCE LINE; THENCE ALONG SAID FENCE LINE S 01°11'55" E 3572.46 FEET TO A FENCE LINE ON THE NORTH SIDE OF A COUNTY ROAD; THENCE ALONG SAID FENCE LINE S 88°45'58" W 1239.52; THENCE ALONG SAID FENCE LINE N 44°49'04" W 195.25 FEET TO THE WEST LINE OF THE GARY G PETERSON DEED; THENCE ALONG SAID WEST LINE N 01°45'22" W 2439.87 FEET TO THE POINT OF BEGINNING.

TOTAL ACRES: 208.34

TOTAL USABLE ACRES 201.55