

Entry #: 00317920 B: 0635 P: 1765
04/25/2024 09:05 AM FEE: \$40.00
Lease Page: 1 of 6
Debra P. Zirbes, Juab County Recorder
BY: INVENERGY LLC

After recording return to:
Thirsty Valley Solar Energy LLC
c/o Invenegy 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 ~~August 17~~^{September 2}, 2023, by and between **Larry S. Carson, as Trustee of The Hope Trust, dated August 2, 2019**, a Utah Domestic Asset Protection Trust, whose address is 8963 S. 6000 W., Payson, Utah 84651, (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, LSC Real Estate, LLC, a Utah limited liability company ("**LSC**"), and Grantee are parties to that certain Solar and Battery Storage Lease and Easement Agreement dated and effective as of August 16, 2018, as evidenced by that Memorandum of Solar and Battery Storage Lease and Easement Agreement ("**Memorandum**") recorded on November 14, 2018, in Book 585, Page 1940, as Entry No. 00289182, in the Official Records of Juab County, Utah, (the "**Agreement**"), which encumbers certain real property ("**Property**"), more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

B. WHEREAS, LSC conveyed all of its right, title, and interest in the Property to Clarissa Ault, as Trustee of The Hope Trust, dated August 2, 2019, a Utah Domestic Asset Protection Trust, via that certain Warranty Deed dated September 11, 2019, and recorded on October 9, 2019, in Book 592, Page 0398, as Entry No. 00292164, in the Official Records of Juab County, Utah.

C. WHEREAS, the Certification of Trust for The Hope Trust dated August 2, 2019, expressly identifies Clarissa Ault as the Distribution Trustee, and Larry S. Carson and Sandra K. Carson as Investment Trustees, having all the rights, powers, and privileges of an absolute owner, including but not limited to the powers enumerated in Section 75-7-814 of the Utah Code Annotated.

D. 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 is valid between the parties, remains in full force and effect, and shall be amended as follows:

1. **Owner.** Paragraph 1 of the Agreement is hereby modified to define "Owner" as "Larry S. Carson, Trustee of The Hope Trust, dated August 2, 2019, a Utah Domestic Asset Protection Trust," and all other references to Owner in the Agreement, including Sections 9.1, 14.5, and Exhibit "B" of the Agreement, shall accordingly identify Owner as "Larry S. Carson, Trustee of The Hope Trust, dated August 2, 2019, a Utah Domestic Asset Protection Trust."

2. **Development Term.** Section 3.1 of the Agreement is hereby modified by deleting the reference in subpart (a) to "the Fifth (5th) anniversary" and replacing it with "the Eighth (8th) anniversary".

3. **Construction Term.** Section 3.2 of the Agreement is hereby modified by deleting the reference in subpart (b) to "the Seventh (7th) anniversary" and replacing it with "the Tenth (10th) anniversary".

4. **Owner's Right to Terminate.** Section 13.2 of the Agreement is hereby modified by deleting the reference to "the Seventh (7th) anniversary" and replacing it with "the Tenth (10th) anniversary".

5. **Payment Terms.** Owner and Grantee agree that certain payment and other terms set forth in the Agreement shall be modified as set forth in **Exhibit B** attached hereto and made a part of this Amendment. EXHIBIT B SHALL NOT BE RECORDED.

6. **Memorandum.** Section 3 of the Memorandum is hereby modified by deleting the reference to "an initial term of Five (5) years" and replacing it with "an initial term of Eight (8) years".

7. **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.

8. **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 AND ACKNOWLEDGMENT PAGES FOLLOW]

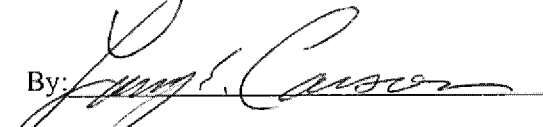
IN WITNESS WHEREOF, Owner and Grantee hereto, having due authorization on behalf of their respective entities, have executed this Amendment as of the day and year set forth above.

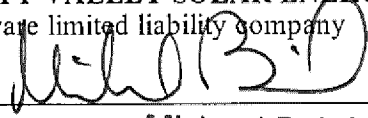
“Owner”

“Grantee”

THE HOPE TRUST, DATED AUGUST 2, 2019,
a Utah Domestic Asset Protection Trust

THIRSTY VALLEY SOLAR ENERGY LLC
a Delaware limited liability company

By: 
Name: Larry S. Carson

By: 
Name: **Michael Baird**
Vice President
Title: _____

Title: Trustee

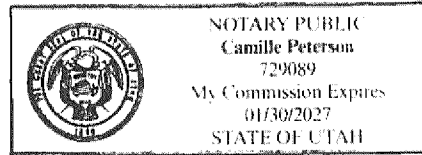
ACKNOWLEDGMENT OF OWNER

STATE OF Utah)
) SS.
COUNTY OF Utah)

On this 17 day of August, in the year 2023, before me Larry S. Carson, 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 Trustee of The Hope Trust, dated August 2, 2019, a Utah Domestic Asset Protection Trust, and that the document was signed by him in said capacity.

Witness my hand and official seal.

Camille Peterson
(Notary Signature)



(S E A L)

Name: Camille Peterson
Notary Public, State of Utah
My Commission Expires: 1/30/27

ACKNOWLEDGMENT OF GRANTEE

STATE OF Illinois)
) SS.
COUNTY OF COOK)

On this 5th day of September, in the year 2023, before me Michael Baird, 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 she is the Vice President of Thirsty Valley Solar Energy LLC, and that the document was signed by her in said capacity on behalf of the limited liability company.

Witness my hand and official seal.

Melanie Marion
(Notary Signature)



(S E A L)

Name: Melanie Marion
Notary Public, State of Illinois
My Commission Expires: 06/08/2027

EXHIBIT A
Description of the Property in Juab County, Utah

XC00-2723-1111

BEGINNING AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING = NORTH 88°10'18" EAST 2671.78 FEET BETWEEN THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 25); THENCE NORTH 0°22'39" WEST 506.14 FEET ALONG THE SECTION LINE; THENCE NORTH 88°28'13" EAST 6015.58 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF A COUNTY ROAD; THENCE SOUTH 19°55'00" EAST 730.60 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 18°00'57" EAST 645.69 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 13°28'51" EAST 110.80 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 09°34'43" EAST 172.78 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 88°24'43" WEST 6496.37 FEET TO THE WEST LINE OF SAID SECTION 25; THENCE NORTH 01°01'01" WEST 1092.53 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING. EMBRACING A PORTION OF SECTIONS 23 AND 25, TOWNSHIP 11 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND EMBRACING A PORTION OF SECTIONS 19 AND 30, TOWNSHIP 11 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

CONTAINS 230.0005 ACRES, LESS AND EXCEPTING THE FOLLOWING 115 ACRES DESCRIBED IN SPECIAL WARRANTY DEED TO "WILLIAM ROBERT BURGESS AND ALEXIS KAY BURGESS", RECORDED ON FEBRUARY 23, 2015, AS ENTRY NO. 00277979, IN BOOK 0564, PAGE 0111, OF OFFICAL RECORDS.

COMMENCING AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE I WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 01°01'01" EAST 309.04 FEET ALONG THE SECTION TO THE TRUE POINT OF BEGINNING; RUNNING THENCE SOUTH 01°01'01" EAST 783.49 FEET ALONG THE SECTION LINE; THENCE NORTH 88°24'43" EAST 6496.37 FEET TO THE WESTERLY RIGHT-OF-WAY THE FOLLOWING THREE COURSES; (1) NORTH 09°34'43" WEST 172.78 FEET; (2) NORTH 13°28'51" WEST 110.80 FEET; (3) NORTH 18°00'57" WEST 522.05 FEET; THENCE SOUTH 88°26'28" WEST 6292.07 FEET TO THE TRUE POINT OF BEGINNING.

LEAVING A BALANCE OF 115.00 ACRES M/L, less 15 acres, more or less, located approximately in the center of the property around the existing structure and access road excluded for landowners personal use.

EXHIBIT B SHALL NOT BE RECORDED.

**EXHIBIT B
TO
FIRST AMENDMENT TO LEASE AND EASMENT AGREEMENT**

PAYMENT TERMS

Section 1 of Exhibit B attached to the Agreement is hereby deleted in its entirety and replaced with the following:

1. Development Term Fees. Beginning on the Effective Date and ending upon the start of Construction Term, Grantee shall pay Owner an annual fee equal to **Ten Thousand and 00/100 Dollars (\$10,000.00)** for Years 1-6, **Fifteen Thousand and 00/100 Dollars (\$15,000.00)** for Year 7, and **Twenty Thousand and 00/100 Dollars (\$20,000.00)** for Year 8 (the "**Development Term Fee**"). Payment of the Development Term Fee shall be made annually in advance with the first payment due on or before sixty (60) days following the Effective Date and each subsequent payment shall be due on or before each anniversary of the Effective Date, as applicable.