

APPENDIX B – LEGAL DOCUMENTS

GROUND LEASE FOR SOLAR ENERGY SYSTEM

This Ground Lease for Solar Energy System agreement (this "Lease") is entered into to be effective as of June 29, 2015 ("Effective Date") by and between Weitz & Company, Inc., an Idaho Corporation and Idaho Farmway, Inc. and Idaho Corporation ("Landlord") and Mt. Home Solar 1, LLC, an Idaho limited liability company, ("Tenant"). Tenant and Landlord are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH

A. Landlord is the owner of fee simple title to that real property located in Elmore County, Idaho, described and identified in Exhibit A and Exhibit B attached hereto and incorporated herein by this reference ("Property").

B. Tenant desires to lease the Property and to develop and operate a photovoltaic solar energy generation and related facilities thereon, and Landlord desires to lease the Property to Tenant for that specific purpose and use;

NOW THEREFORE, in consideration of the payments and covenants herein contained, the Parties do hereby agree as follows:

1. **Lease.** Landlord does hereby grant to Tenant, and Tenant does hereby accept, a lease for exclusive use and possession by Tenant of the Property, on the terms and conditions hereinafter set forth.

2. **Lease Term.**

2.1 The Lease Term will be comprised of three parts, the Interim Term, the Construction Term and the Primary Term;

(a) **The Interim Term.** The Interim Term of this Lease shall commence upon the Effective Date herein, and shall continue for an interim term ("Interim Term") commencing on the Effective Date and continue for a period of no more than six (6) months and said Interim Term shall terminate when the Project receives approval from Elmore County and the issuance of the Conditional Use Permit and the Idaho Power Generation Interconnection Agreement.

(b) **The Construction Term.** The Construction Term shall thereafter commence following the Interim Term, and shall continue for the construction term ("Construction Term") commencing on the termination of the Interim Term and continue for a period of no more than twelve (12) months and said Construction Term shall terminate when the Project receives approval from Idaho Power Company and begins producing electrical energy ("Energy Date") pursuant to the Energy Sales Agreement dated October 13, 2014 between Mt. Home Solar 1, LLC and Idaho Power Company.

(c) **The Primary Term.** The Primary Term shall thereafter commence following the Construction Term, and this Primary Term ("Primary Term") shall then run for a period of twenty (20) consecutive years commencing on the Commencement Date identified

herein and shall terminate on the completion of the twentieth (20th) anniversary of Commencement Date.

2.2 As used in this Lease, the reference to "Commencement Date" means the date that is thirty (30) days after such date that the Project (as defined below) is commissioned and accepted as operational by the purchaser under any power purchase agreement of Tenant.

2.3 Tenant, by giving Landlord at least sixty (60) days' written notice before the expiration of the Primary Term or Option Term then in effect, may extend the term of this Lease by three (3) consecutive periods of five (5) years each (each an "Option Term") on the same terms and conditions, as the Primary Term.

2.4 As used in this Lease, "Term" means, collectively, the Interim Term, the Construction Term, the Primary Term and any Option Term, as the circumstance in reference thereto may apply.

3. Use of Property by Tenant.

3.1 Permitted Uses. This Lease is for use of the Property for a photovoltaic solar energy collection and conversion, for generation, storage and transmission of electric power and for related and incidental purposes and activities (collectively, "Operations"), including, without limitation:

(a) conducting studies of solar radiation, solar energy, soils, and other meteorological and geotechnical data;

(b) constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and maintaining, using, monitoring and operating, existing, additional or new (i) individual units or arrays of solar energy collection cells, panels, mirrors, lenses and related facilities to harness sunlight for photovoltaic electric energy generation, including without limitation, existing and/or future technologies used or useful in connection with photovoltaic energy conversion and generation of electricity from sunlight, and associated support structure, braces, wiring, plumbing, and related equipment ("Solar Energy Facilities"),(ii) electrical transmission and distribution facilities, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, towers, poles, crossarms, guy lines, anchors, cabling and wires, (iii) overhead and underground control, communications and radio relay systems, (iv) interconnection and/or switching facilities and electric transformers and transformer pads, (v) energy storage facilities, (vi) meteorological towers and solar energy measurement equipment, (vii) control buildings, control boxes and computer monitoring hardware, (viii) utility installations, (ix) safety protection facilities, security cameras and surveillance equipment, (x) maintenance yards, (xi) roads, (xii) erosion control facilities, (xiii) signs, (xiv) fences, and (xv) other improvements, fixtures, facilities, machinery and equipment associated or connected with the generation, conversion, storage, switching, metering, step-up, step-down, transmission, distribution, conducting, wheeling, sale or other use or conveyance of electricity generated on the Property (all of the foregoing, including the Solar Energy Facilities, collectively "Improvements"); that all such installations and "Improvements" shall at all times be regarded for tax purposes as personal

property, and shall never be regarded as fixtures to the real property, unless hereafter consented to in writing by Landlord, as such installations and "Improvements" could impact the existing dry land grazing assessments currently in place with respect to the real property taxes and assessments levied against the real property.

(c) with Landlord's prior written consent, which consent may be reasonably withheld, removing, trimming, pruning, topping or otherwise controlling the growth of any tree, shrub, plant or other vegetation; dismantling, demolishing, and removing any improvement, structure, embankment, impediment, berm, wall, fence or other object, on or that intrudes (or upon maturity could intrude) into the Property that could obstruct, interfere with or impair the Solar Energy Facilities, the other Improvements or the use of the Property intended by Tenant hereunder; and excavating, grading, leveling and otherwise modifying the land; and

(d) undertaking any other lawful activities, whether accomplished by Tenant or a third party authorized by Tenant, that are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes.

3.2 Additional Uses. The Parties acknowledge and agree:

(a) that solar energy technologies are improving at a rapid rate and that it is probable that Tenant may (although Tenant shall not be required to) replace from time to time existing Solar Energy Facilities on the Property with newer model or design Solar Energy Facilities which are, in Tenant's sole opinion, superior to the facilities or equipment replaced;

(b) this Lease includes the right of ingress to and egress from the Solar Energy Facilities and other Improvements over, under, and along the Property by means of any existing roads and lanes thereon, and by such other route or routes as Tenant may, with Landlord's prior written consent, construct on the Property from time to time, for the benefit of and for purposes incidental to Operations on the Property and, perhaps, other land and Improvements that are developed, installed, constructed and/or operated on the Property as all or part of a single solar energy system or multiple solar energy systems located on the Property and, perhaps, other land to generate and deliver electrical power to purchasers of such power (the "Project");

(c) this Lease includes the right to conduct any and all Operations on the Property for the benefit of and for purposes incidental to the Project, including the right to (i) install and maintain on the Property transmission lines and facilities, both overhead and underground, which carry electricity to and/or from lands other than the Property, and (ii) install and maintain on the Property communication lines and facilities, both overhead and underground, which carry communications to and/or from lands other than the Property.

(d) this Lease does not extend to, effect or prevent any rights of Landlord to (a) make any use of the Property that is at least fifty (50) feet below the land surface of the Property, including, Landlord's right, without limitation, i) to conduct any prospecting for, drilling, mining, or removing from the Property (A) oil, gas, and other hydrocarbon substances; (B) hot water, steam, steam power, geothermal steam, waters, thermal energy, and mineral byproducts therefrom for conversion into electrical power or processing byproducts therefrom;

or (C) any other minerals or substances (collectively, "Subsurface Rights"), or (b) surface or subsurface water or any other water rights relating to the Property ("Water Rights"). The Subsurface Rights and the Water Rights, if any, are specifically reserved unto Landlord, and Tenant has no interest in or has any right of control over same. In exercising any Subsurface Rights or Water Rights, Landlord shall not interfere with Tenant's Operations and Improvements.

3.3 Construction. Except in instances where Landlord's consent or approval is expressly required herein, the location, design and the timing regarding the installation of Improvements shall be determined by Tenant.

4. Permits and Approvals. Tenant shall be responsible for obtaining at its sole cost and expense from any governmental agency or any other person or entity, any permit, entitlement, approval, authorization, agreement or other rights that are necessary in connection with the Project or the Operations (collectively, "Permits and Approvals"); and Landlord shall, upon Tenant's request, cooperate in good faith to execute, and, if appropriate, cause to be acknowledged and recorded, any application, instrument or other document (including, without limitation, any variance, encroachment agreement or setback waiver) that is reasonably need by Tenant and is timely requested by Tenant in connection therewith. Such documentation shall be in the form required by such governmental agency or other person or entity. Landlord shall cooperate in good faith with Tenant to obtain any Permits and Approvals related to use of the Property, at no cost or expense to Landlord. Tenant shall reimburse Landlord for its out-of-pocket expenses incurred in connection with such cooperation, within ten (10) days after Tenant's receipt of a request for such payment.

5. Rent.

5.1 Amount. Tenant shall pay to Landlord as annual rent for the Property, during the Construction Term and Primary Term, the following amounts ("Rent"): Following the Commencement Date, \$420.00 per acre per year. Rent for any partial years before or after the Commencement Date shall be prorated. Except for the Rent and any expenses which Tenant is obligated to pay under the express terms of this Lease, Tenant shall be entitled to all revenues deriving from its Operations and Improvements.

5.2 Escalation of Rent.

(a) Beginning on the first (1st) anniversary of the Commencement Date, and on the same date of each and every year thereafter during the Primary Term of this Lease, the Rent due under this Lease shall be increased by the additional sum of two percent (2%) annually, and such percentage increase shall be taken upon the prior year's rent payment for the year immediately prior to the annual increase.

(b) Beginning after the expiration of the Primary Term, being the 21st anniversary of the Commencement Date, and starting with the first of the series of the Option Terms, and on the same date each and every year thereafter during each of the Option Terms(s), the Rent due under this Lease shall be increased by that year's current Consumer Price Index

("CPI") percent of the amount in effect for the year immediately prior to such increase for the Option Terms.

5.3 Payment of Rent. Rent shall be payable annually, and in advance, commencing on the Effective Date, and on each anniversary of the Effective Date thereafter during the various Term; provided, however, that with respect to any increase in Rent resulting from occurrence of the Commencement Date, it shall be due within ten days following the Commencement Date. Rent payments shall be delivered to Landlord at,

Daniel P. Weitz
Weitz & Company, Inc. & Idaho Farmway, Inc.
1900 West Main Street
Boise, Idaho 83702
Email: vkslaw@live.com
Phone: 208-345-1125
Fax: 208-345-1129

unless such address is changed by Landlord by notice given pursuant to Section 21, below.

6. Payment of Taxes. That from and after the Commencement Date until the end of all of the available Terms herein, Tenant shall pay all personal property taxes on the personal property installations and Improvements that are assessed during the Term, and Landlord shall pay the real property taxes and assessments levied against the Property that are consistent with and not to exceed the dry land grazing assessments that are currently being levied and assessed against the property, prior to this Lease, by Elmore County Assessor's Office, Elmore County, Idaho. Any increase in the real property taxes, brought about as a result of Tenant's presence on the property, shall be the obligation of Tenant herein, and shall immediately be paid and discharged by Tenant, when required to be paid, as indicated in the tax notices issued by said Elmore County Assessor's Office; provided, however, Tenant shall have the right, at its sole expense, to timely apply for exemptions from, and to timely appeal or timely contest, any taxes it could be responsible to pay under this Lease, and reserves the right to compromise and settle any such appeals or contests, and in the pursuit of any such process Landlord does agree to cooperate in good faith to address such exemptions, appeals and contested proceedings, and shall execute any applications, petitions and compromise agreements, and otherwise cooperate with Tenant to the extent reasonably necessary for Tenant to do so.

7. Utilities. Tenant shall be solely responsible for obtaining and paying for all utilities needed or used by Tenant on the Property, including any costs associated with establishing utility service. Landlord will not be liable for damages, by any abatement of Rent or otherwise, for any interruption in the availability of any utility service. Such unavailability of any utility service will not constitute an basis for termination, eviction or a disturbance of Tenant's use and possession of the Property, or relieve Tenant from paying Rent or performing any of Tenant's obligations under this Lease.

8. LIENS. Landlord and Tenant shall each conduct their activities so as not to cause any liens or claims to be filed or asserted against the interests of the other, and each Party shall conduct their activities so as to keep the respective interests of the other, in and to their

respective real and personal Property interests, to be free and clear of any and all liens and claims of liens of any kind, including but not limited to liens for labor and services performed on, and materials, supplies and equipment furnished in connection with that of either the Landlord's or Tenant's ownership and use of their Property interests, subject to Landlord's and Tenant's right to contest such liens and claims. If Landlord or Tenant wish to contest any such liens or claims caused by the actions or activity of the other, such Party having caused such lien to occur shall, within sixty (60) days after it receives notice of such lien or claim, provide a bond or other security as the other Party may reasonably request, and in good faith either resolve or remove any such liens from the Property pursuant to applicable law.

9. **Maintenance of Property.**

9.1 **Maintenance.** Throughout the term of this Lease, Tenant shall, at Tenant's sole cost and expense, maintain the personal property Improvements and all of the Property in good and clean condition and in accordance with all applicable laws, rules, ordinances, orders, and regulations of all governmental agencies. Tenant shall not unreasonably clutter the Property and shall collect and dispose of any and all of Tenant's refuse and trash.

9.2 **Failure to Comply.** If Tenant fails to comply with any obligation of Tenant under this Section 9, after Landlord has given Tenant at least thirty (30) days prior written notice of such failure, Landlord shall have the right but not the obligation to take such measures to correct the noticed failure as Landlord deems necessary, in its reasonable discretion, and charge the reasonable cost and expense thereof to Tenant and become subject to payment as additional rent due with the next installment of Rent, together with statutory pre-judgment interest as provided for under Idaho law..

10. **Security; Landlord's Access.** All security measures reasonably necessary to protect against damage or destruction of Tenant's Improvements, or injury or damage to persons or property on the Property, may be provided by Tenant on the Property, including, if reasonably necessary, warning signs, closed and locked gates, and other measures appropriate and reasonable. Upon not less than 24 hours prior written notice, Landlord may access any part of the Property during the hours of 8:00 AM to 5:00 PM, any day of the week, except national holidays, for the purpose of inspection to determine Tenant's compliance with this Lease, provided that Landlord complies with Tenant's standard safety procedures and During such inspection, Landlord shall not unreasonably interfere with Tenant's Operations. Tenant shall have the right to accompany Landlord during such access.

11. **Insurance.** At all times during which Tenant is conducting any activities on the Property, and at all times during the Term(s) of this Lease, Tenant shall, at its own cost and expense, obtain and maintain in effect commercial general liability insurance, with bodily injury and property damage coverage of at least One Million Dollars (\$1,000,000), and Landlord shall be named as an additional insured on all policies of such insurance. Upon reasonable written request, Tenant shall provide to Landlord a certificate evidencing such coverage.

12. **Indemnity.**

12.1 **Indemnity by Tenant.** Tenant shall defend, indemnify and hold Landlord harmless from and against all liability and claims of liability, to and including, but not limited to any claims for damage to property or death or injury to persons resulting from the negligent or intentional activities of Tenant, its agents, contractors, employees, guests, invitees, licensees and permittees (collectively, "**Tenant's Agents**") and any conditions existing on or about the Property, except to any extent that such claim of liability or loss is due to any activity of Landlord or its agents, employees, contractors, guests, invitees, licensees and permittees (collectively, "**Landlord's Agents**") or as to the conditions of the Property.

12.2 **Indemnity by Landlord.** Landlord shall defend, indemnify and hold Tenant, and Tenant's members, managers and employees, harmless from and against all liability and claims of liability, to and including, but not limited to any claims for damage to property or death or injury to persons resulting from the direct activities of Landlord and Landlord's Agents. This indemnity to such claims for damage are in relation to activity on or about the Property only, and not the result of any claim regarding the condition of the property, as Tenant has the exclusive possession and control of the Property, and would be responsible for the conditions existing thereon; except to any extent that such claim of liability or loss is due to any activity of Tenant or Tenant's Agents.

12.3 **Hazardous Materials.** Tenant shall not violate, and shall indemnify Landlord against any claims, costs, damages, fees or penalties arising from a violation by Tenant or Tenant's Agents of, any federal, state or local law, ordinance, order, or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property, except for any such violation which is the result of the existence on or under the Property of hazardous substances on the Effective Date of this Lease.

13. **Assignment.** Tenant may not assign this Lease, in whole or in part, to anyone for any purpose, without the prior express written consent of Landlord, which consent may be withheld for any reason, in the sole discretion of Landlord; provided, however, Tenant may, without the consent of Landlord, transfer, encumber, convey or otherwise assign any or all of Tenant's rights and interests in their personal property and their Improvements installed thereon, as said installments and Improvements are deemed by the terms of this Agreement to never be regarded as fixtures to the Property. Said personal property and Improvements may be pledged as security by Tenant, but there shall never be any interest pledged against the Property, and no encumbrance in any form, be it in the form of a mortgage, deed of trust or take the form of a lien interest, ever be recorded by Tenant against the Property identified in this Agreement.

14. **Default.** In the event of any alleged failure of a Party to perform any obligation under this Lease ("**Default**"), the other Party shall give written notice thereof to the alleged defaulting Party in writing.. To be effective, any such notice must include a description of the acts required to be cured, and the nature of the alleged failure in performance, with reasonable specificity. The Party given notice of an alleged failure to make any monetary payment when due

shall have a period of ten (10) days after such notice is given within which to make the payment and cure such alleged failure. In the event of any other alleged failure, the Party given notice of an alleged failure shall have a period of thirty (30) days within which to cure such alleged failure, which period may be extended if reasonable good faith efforts were being made within said thirty (30) days after such notice was given to address such alleged failure and efforts were commenced to cure the alleged default thereafter prosecuted with due diligence. Delinquent payments shall bear interest from their respective due dates until paid at the statutory rate of pre-judgment interest under Idaho law. Any prohibited conduct under this Lease may be enjoined and this Lease shall be specifically enforceable. Subject to the other terms and conditions of this Lease, each Party shall have all rights and remedies available at law and in equity for any breach of this Lease by the other Party which continues beyond the applicable notice and cure requirements.

15. **Termination by Landlord; Holdover.** Landlord shall have the right to terminate this Lease if (a) a material Default in the performance of Tenant's obligations under this Lease shall have occurred and remains uncured beyond the applicable notice and cure period as provided for in Section 14. In the event this Lease is terminated by Landlord in accordance with this paragraph, Landlord and Tenant shall thereafter execute and record a notice of termination evidencing such termination. Should Tenant remain in possession of the Property after termination of this Lease without the express written permission of Landlord, Tenant shall then be regarded as a tenant at sufferance only, at a rental rate of 150% of the Rent in effect during the year of the Term in which the termination occurs (prorated on a daily basis), and otherwise subject to all of the terms and conditions of this Lease, until vacating the Property. Acceptance of Rent by Landlord after the Lease termination shall not constitute Landlord's consent to a holdover tenancy or result in a renewal of this Lease. The foregoing provisions of this Section are in addition to, and do not affect Landlord's right to re-entry, or any rights of Landlord hereunder or as otherwise provided by law.

16. **Surrender and Restoration.**

16.1 **Surrender.** Upon any termination, surrender, or expiration of this Lease, except as otherwise provided in Section 16.2 below, Tenant shall remove all of Tenant's installations and Improvements, and shall peaceably deliver up to Landlord possession of the Property and surrender any other rights associated with or granted by the effects of this Lease, and shall execute, at Landlord's request, any and all documents needed to record or evidence such termination with the appropriate governmental agency or agencies.

16.2 **Restoration.** Except as expressly provided in this Section 16.2, within six (6) months after any termination, surrender, or expiration of this Lease, Tenant shall perform the following work on the Property (collectively, "Restoration"): (a) restore the surface and subsurface of the Property, except that, with respect to the subsurface, Tenant's restoration obligation shall be to remove all installations and Improvements Tenant had caused to have installed or made on the Property, to a depth of ten (10) feet below the surface of the Property; and (b) Tenant shall restore the surface and grade of the Property to its original condition as the same existed at the inception of this Lease and shall repair any damage to the Property as a result of any removal of Tenant's installations and Improvements under this Section 16.2. Notwithstanding the foregoing, Landlord shall have the right (in Landlord's sole discretion) to

waive Tenant's obligation to perform the Restoration as provided in this Section 16.2. Landlord shall exercise this waiver, if at all, by giving Tenant written notice of any waiver no later than thirty (30) days after any termination, surrender or expiration of this Lease. No such waiver by Landlord shall prevent Tenant from removing any installations and Improvements that Tenant desires to remove.

17. **Condemnation.**

17.1 **Complete Taking.** If, at any time, any authority having the power of eminent domain shall condemn all or substantially all of the Property, or the installations and Improvements thereon, for any public use or otherwise, then the interests and obligations of Tenant under this Lease in or affecting the Property shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of the Property or the installations and Improvements thereon, (ii) the date that Tenant is no longer able or permitted to operate the installations and Improvements on the Property in a commercially viable manner, or (iii) the date of the tender of funds, if it is processed as a "quick take" allowing the condemning agency to take immediate possession of the subject matter before judgment, or upon entry of any condemnation judgment or decree of the court. Tenant shall continue to pay all amounts required, due and payable under this Agreement to Landlord, until the earlier of such dates, at which time Landlord and Tenant shall be relieved of any and all further obligations and conditions to each other under this Lease, and Tenant shall vacate the Property forthwith.

17.2 **Partial Taking.** If, at any time during the term of this Lease, any such authority having the power of eminent domain shall condemn any portion of the installations and Improvements, or that of the Property, then the interest and obligations of Tenant under this Lease as to those installations and Improvements or that of the Property so taken shall cease and terminate upon the earlier of those identified events set forth above and unless this Lease is terminated as herein provided, this Lease shall continue in full force and effect as to the remainder of the Installations and Improvements and that of the Property. Rent and other amounts due and payable hereunder shall be equitably abated in proportion to the extent of the effects of the taking.

17.3 **Condemnation Award.** In the event a complete or partial taking of the Property or the installations and Improvements is sought by the condemning agency, Tenant shall be entitled to assert a claim in regard thereto, and may seek to advance its own claim for damages and compensation in such proceedings, and may seek to recover and receive an allocation of any compensation and damages that is specifically attributable to the take on account of Tenants' installations and Improvements, and those allocations proven to be specifically attributable to Tenant's loss and right to recover any claimed losses of revenue that otherwise were being generated under the effects of this Agreement, and seek to recover relocation costs or damages as a result of its inability to relocate, and the Parties shall advance their claims and be entitled to receive their respective shares attributable to their respective losses in any recovery that is obtained in that eminent domain proceedings..

18. **Certain Protective Covenants.**

18.1 Noninterference. During the term of this Lease, Landlord covenants and agrees that it will not (i) materially interfere with or prohibit the free and complete use and enjoyment by Tenant of its rights granted by this Lease; (ii) take any action or permit any condition to exist on the Property which will materially interfere with the availability or accessibility of sunlight to the Property; (iii) take any action which will in any way materially interfere with the transmission of electric, electromagnetic or other forms of energy to or from the Property; or (iv) take any action which will materially impair Tenant's access to the Property for the purposes specified in this Agreement or materially impair Tenant's access to any of the installations and Improvements. Notwithstanding the foregoing, Landlord shall have no obligation under this Lease to provide, obtain or maintain any easement for sunlight on, over or above any real property not identified in this Agreement.

18.2 Quiet Enjoyment. As long as Tenant observes, keeps and maintains the terms and conditions of this Lease, Tenant shall peaceably hold and enjoy the Property, and any and all other rights granted by this Lease for its entire term(s), without interruption by Landlord or any other person acting on Landlord's behalf, except as expressly provided in this Lease.

18.3 Observance of Laws and Covenants; Safety. Tenant shall use the Property granted by this Lease only for the purposes stated herein and shall conduct all of its operations on the Property in a lawful manner after obtaining all necessary Permits and Approvals. Tenant will carry out the Operations and its responsibilities, and exercise any rights which it possesses, under this Lease in a manner which is consistent with all applicable laws, rules, ordinances, orders and regulations of governmental agencies.

19. PERSONAL PROPERTY ENCUMBRANCE.

19.1 Consent. Tenant may from time to time, without the prior written consent of Landlord, encumber Tenant's interest in its installations and Improvements, as such matters of interest are its own personal property, and shall never be deemed to be a fixture or constitute any attachment to the Property. Tenant may encumber its personal property by the execution of a security instrument, but at no time, under any circumstances shall there be any encumbrance created, filed, or recorded against the Property or any encumbrance upon any interest created under this Agreement. That Tenant shall promptly, upon the execution of any such encumbrance of its personal property deliver a true copy thereof to Landlord. Nothing contained in any such encumbrance of Tenant's personal property shall release or be deemed to relieve Tenant from full and faithful observance and performance of the terms, covenants and conditions herein contained to be observed and performed by Tenant or from any liability for the non-observance or non-performance of any of the terms and conditions hereof, nor be deemed to constitute a waiver of any rights of Landlord under this Agreement.

20. Notice.

20.1 Writing. All notices given or permitted to be given hereunder shall be in writing; provided, however, that no writing other than the check or other instrument representing the Rent payment itself need accompany the payment of Rent.

20.2 Delivery. Notice is considered given either (a) when delivered in person to the recipient named below, or (b) when delivered by courier service which certifies in writing the date of delivery, or three (3) business days after deposit in the United States mail, in a sealed envelope or container, postage and postal charges prepaid, addressed by name and addressed to the Party or person intended as follows:

Notice to Landlord:

Daniel P. Weitz
Weitz & Company, Inc. and Idaho Farmway, Inc.
1900 West Main Street
Boise, Idaho 83702
Email: vkslaw@live.com
Phone: 208-345-1125
Fax: 208-345-1129

Notice to Tenant:

Mt. Home Solar 1, LLC
PO Box 7354
Boise, Idaho 83707
Attention: Mark van Gulik

Copies to:

Kris Ormseth
Stoel Rives, LLP
101 South Capital Blvd.
Suite 1900
Boise, Idaho 83702

20.3 Change of Recipient or Address. Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another person or to a different address. Notices given before actual receipt of notice of change shall not be invalidated by the change.

21. **Expenses of Enforcement**. If any Party hereto brings any action or proceeding to interpret or enforce any of the terms, covenants or conditions of this Lease, the prevailing Party in such action or proceeding shall be entitled to recover from the other Party or Parties thereto reimbursement for all reasonable expenses and costs, including without limitation all reasonable attorneys' fees incurred in connection with the action or proceeding, including such fees incurred due to any appeal.

22. **Further Assurances.** The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Lease and to give full force and effect to each and all of the provisions thereof.
23. **Amendments.** This Lease shall not be amended or modified in any way except by an instrument signed by Landlord and Tenant, or their authorized agents.
24. **Severability.** If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances, other than those as to which it is held to be invalid or unenforceable, shall not be affected thereby.
25. **Governing Law.** This Lease shall be governed by the laws of the State of Idaho without regard to principals of conflicts of law.
26. **Headings.** The Section headings herein are inserted only for convenience of reference and shall in no way define, limit or describe the scope or intent of a provision of this Lease.
27. **Entire Lease.** This Lease shall constitute the entire agreement between the Parties with respect to the subject matter of this Lease, and supersedes all other prior writings, negotiations and understandings that may have taken place in the discussions and negotiations between these Parties and representatives regarding the subject matter and the preparation of this final Lease.
28. **Effect of Termination.** Any termination of this Lease pursuant to the terms hereof shall not relieve either Party from any liabilities, obligations or indemnities arising prior to the effective date of such termination.
29. **Time of Essence.** Time is of the essence regarding each provision of this Lease.
30. **No Waiver.** No waiver by either Party of any provision of this Lease shall be deemed to be a waiver of any provision hereof or of any subsequent breach by the other Party.
31. **Counterparts.** This Lease may be executed in counterparts.
32. **Ownership of Improvements.** The installations and Improvements shall not be deemed to be permanent fixtures (even if permanently affixed to the Property) and shall be and remain at all times the sole personal property of Tenant, unless, in writing, agreed to be otherwise.
33. **Successors and Assigns.** This Agreement shall not be assigned for any purpose whatsoever, unless, in writing, to be otherwise. Should this Agreement ever be allowed to be assigned, then the Lease hereunder shall burden the Property and shall run with the land. This Lease, in the event of a written agreement for the assignment thereof, shall then inure to the benefit of said assigns, to the same effect that it is binding upon Landlord and Tenant and their respective heirs claiming under them.

34. **Recording of Memorandum.** Concurrent with the execution of this Lease, the Parties shall execute, acknowledge and record in the Official Records a memorandum of this Agreement, reflecting the Lease created hereunder, in the form attached as Exhibit B, hereto.

35. **No Partnership.** Nothing contained in this Lease shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, or any other association between Landlord and Tenant, other than the relationship of landlord and tenant.

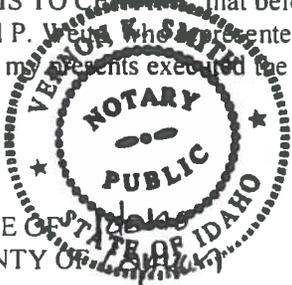
36. **Brokerage Commissions.** Landlord and Tenant each represent that such Party has not incurred, directly or indirectly, any liability on behalf of the other Party for the payment by the other Party of any real estate brokerage commission or finder's fee in connection with this Agreement or the Lease created hereunder. Landlord and Tenant shall indemnify, defend and hold the other Party harmless from and against any claim for any brokerage commissions or finder's fees claimed to be due and owing by reason of the indemnifying Party's activities.

{signatures on following page}

LANDLORD IDAHO FARMWAY, INC. By: _____ Printed Name: <u>Daniel P. Weitz</u> Title: <u>President</u> Date: <u>06/29/2015</u> By: _____ Printed Name: <u>David M. Weitz</u> Title: <u>Secretary Treasurer</u> Date: <u>06/29/2015</u>	TENANT MT. HOME SOLAR 1, LLC By: _____ Printed Name: <u>Mark van Gulik</u> Title: <u>Manager</u> Date: <u>6.29.15</u>
--	--

STATE OF IDAHO)
 COUNTY OF ADA)

THIS IS TO CERTIFY, that before me, a Notary Public in the State of Idaho, did personally appear, Daniel P. Weitz, who represented to me that he is the President of Idaho Farmway, Inc., and before me, and in my presents executed the before mentioned Lease Agreement at his own free will.



 NOTARY PUBLIC FOR IDAHO
 My Commission Expires: 12-20-18

STATE OF IDAHO)
 COUNTY OF ADA)

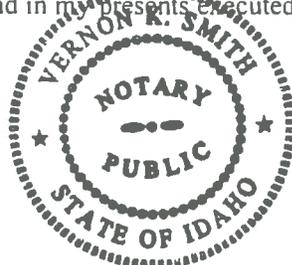
THIS IS TO CERTIFY, that before me, a Notary Public in the State of Idaho, did personally appear, David M. Weitz, who represented to me that she is the Secretary Treasurer of Idaho Farmway, Inc., before me, and in my presents executed the before mentioned Lease Agreement at his own free will.



 NOTARY PUBLIC FOR IDAHO
 My Commission Expires: 9-20-19

STATE OF IDAHO)
 COUNTY OF ADA)

THIS IS TO CERTIFY, that before me, a Notary Public in the State of Idaho, did personally appear, Mark van Gulik, who represented to me that he is the President of Mt. Home Solar 1, LLC and before me, and in my presents executed the before mentioned Lease Agreement at his own free will.



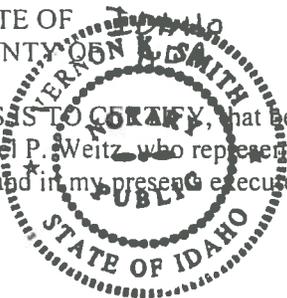
 NOTARY PUBLIC FOR IDAHO
 My Commission Expires: 12-20-18

IN WITNESS WHEREOF, the Parties have executed this Lease to be effective as of the Effective Date.

<p>LANDLORD</p> <p>WEITZ & COMPANY, INC.</p> <p>By: <u>[Signature]</u></p> <p>Printed Name: <u>Daniel P. Weitz</u></p> <p>Title: <u>President</u></p> <p>Date: <u>06/29/2015</u></p> <p>By: <u>[Signature]</u></p> <p>Printed Name: <u>Cheryl A. Weitz</u></p> <p>Title: <u>Secretary Treasurer</u></p> <p>Date: <u>6-29-15</u></p>	<p>TENANT</p> <p>MT. HOME SOLAR 1, LLC</p> <p>By: <u>[Signature]</u></p> <p>Printed Name: <u>Mark van Gulik</u></p> <p>Title: <u>Manager</u></p> <p>Date: <u>6.29.15</u></p>
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STATE OF IDAHO)
COUNTY OF ADA)

THIS IS TO CERTIFY that before me, a Notary Public in the State of Idaho, did personally appear, Daniel P. Weitz, who represented to me that he is the President of Weitz & Company, Inc., and before me, and in my presence executed the before mentioned Lease Agreement at his own free will.



[Signature]
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 12-20-18

[Signature]
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 12-20-18

[Signature]
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 12-20-18

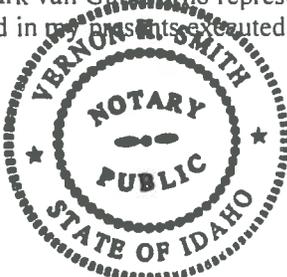
STATE OF IDAHO)
COUNTY OF ADA)

THIS IS TO CERTIFY that before me, a Notary Public in the State of Idaho, did personally appear, Cheryl A. Weitz, who represented to me that she is the Secretary Treasurer of Weitz & Company, Inc., before me, and in my presence executed the before mentioned Lease Agreement at his own free will.



STATE OF IDAHO)
COUNTY OF ADA)

THIS IS TO CERTIFY, that before me, a Notary Public in the State of Idaho, did personally appear, Mark van Gulik, who represented to me that he is the President of Mt. Home Solar 1, LLC and before me, and in my presence executed the before mentioned Lease Agreement at his own free will.



**EXHIBIT A
TO GROUND LEASE
FOR PHOTOVOLTAIC SOLAR ENERGY SYSTEM**

LEGAL DESCRIPTION OF THE PROPERTY

Parcel #1 – 113.80 acres

Weitz & Company, Inc.

SE $\frac{1}{4}$ NE $\frac{1}{4}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ Less Tax 26, Section 22 T3S R6E (less a 30 foot future access road along the southern property line, western property line for approximately 1 mile, northeastern property line and along the northern property line). See Exhibit B for Property Map Description.

Parcel #2 – 38.28 acres

Idaho Farmway, Inc.

SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 22 T3S R6E (less a 30 foot future access road along the northern property line and western property line). See Exhibit B for Property Map Description.

Parcel #3 – 8.92 acres

Idaho Farmway, Inc.

The north 285 feet of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 22 T3S R6E (less a 30 foot future access road along the western property line). See Exhibit B for Property Map Description.



Parcel 2
Idaho Farmway, Inc

Parcel 3
Idaho Farmway, Inc

Parcel 1
Weitz &
Company, Inc

30' Road Access



Mt Home Solar 1, LLC

**EXHIBIT B
TO GROUND LEASE
FOR PHOTOVOLTAIC SOLAR ENERGY SYSTEM
FORM OF MEMORANDUM OF LEASE**

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

MT. HOME SOLAR 1, LLC
PO BOX 7354
BOISE, IDAHO 83707
ATTN: MARK VAN GULIK

Space above line for Recorder's use only

This Memorandum of Ground Lease Agreement for a Photovoltaic Solar Energy System ("Memorandum") is made and dated as of June 27, 2013 ("Effective Date") by and between Weitz & Company, Inc. and Idaho Farmway, Inc. ("Landlord") and Mt. Home Solar 1, LLC ("Tenant"), in light of the following facts and circumstances:

Landlord and Tenant entered in that certain Ground Lease Agreement for Solar Energy System, of even date herewith (the "Lease"), pursuant to which Landlord has leased to Tenant certain real property of Landlord ("Property") located in Elmore County, Idaho, as more particularly described on Exhibit A attached to this Memorandum, which Lease is hereby incorporated herein as if fully set forth in this Memorandum. Landlord and Tenant have executed and acknowledged this Memorandum for the purpose of providing notice of the Lease. Capitalized terms not otherwise defined in this Memorandum shall have the meanings provided in the Lease.

NOW THEREFORE, Landlord and Tenant hereby agree as follows:

1. Lease of Property; Easements. Landlord has granted and leased the Property to Tenant on the terms, covenants and conditions stated in the Lease Agreement. Reference is hereby made to the Lease for a complete description of the respective rights and obligations of the parties regarding the Property and the covenants, conditions, restrictions and easements affecting the Property pursuant to the Lease Agreement.

2. Term. The term of the Lease Agreement ("Term") begins on the Effective Date and continues for twenty (20) consecutive years.

3. Ownership of Improvements. Landlord shall have no ownership interest in or to any of the installations and Improvements (as defined in the Lease Agreement) installed and placed upon the Property pursuant to the Lease Agreement.

4. Assignment. The Lease Agreement provides, among other things, that Tenant has no right, subject to written approval from the Landlord, to sell, convey, lease, assign,

mortgage, encumber or transfer to anyone any right or interest in the Lease Agreement or the Property, but Tenant may encumber any or all of the installations and Improvements that may be placed upon the Property pursuant to the Lease Agreement.

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

7. **Multiple Counterparts.** This Memorandum may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

LANDLORD:

TENANT:

WEITZ & COMPANY, INC. & IDAHO FARMWAY, INC

MT. HOME SOLAR 1, LLC

By: [Signature]
Name: Daniel Weitz
Its: President

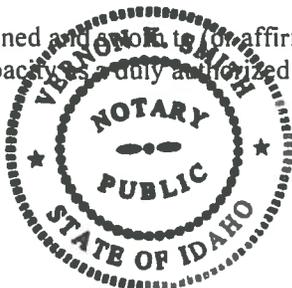
By: [Signature]
Name: Mark van Gulik
Its: Manager

STATE OF IDAHO)
COUNTY OF ADA)

Signed and sworn to (or affirmed) before me on this 29th day of June, 2015 by Daniel Weitz, in their capacity as a duly authorized representative and on behalf of Weitz & Company, Inc.

STATE OF IDAHO)
COUNTY OF ADA)

Signed and sworn to (or affirmed) before me on this 29th day of June, 2015 by Mark van Gulik, in their capacity as a duly authorized representative and on behalf of Mt. Home Solar 1, LLC.



[Signature]
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 12-20-18

[Signature]
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 12-20-18

**EXHIBIT A
TO GROUND LEASE
FOR PHOTOVOLTAIC SOLAR ENERGY SYSTEM**

LEGAL DESCRIPTION OF THE PROPERTY

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SE $\frac{1}{4}$ NE $\frac{1}{4}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ Less Tax 26, Section 22 T3S R6E (less a 30 foot future access road along the southern property line, western property line for approximately 1 mile, northeastern property line and along the northern property line). See Exhibit B for Property Map Description.

Parcel #2 – 38.28 acres

Idaho Farmway, Inc.

SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 22 T3S R6E (less a 30 foot future access road along the northern property line and western property line). See Exhibit B for Property Map Description.

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The north 285 feet of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 22 T3S R6E (less a 30 foot future access road along the western property line). See Exhibit B for Property Map Description.