

## LANDOWNER ESTOPPEL CERTIFICATE

This LANDOWNER ESTOPPEL CERTIFICATE (this “Certificate”) is made as of \_\_\_\_\_, 2021, by and between the City of Grand Rapids, a Minnesota municipal corporation, as 100% fee owner of Parcel No. 1, the City of Grand Rapids, a Minnesota municipal corporation, and County of Itasca, Minnesota, as equal tenants in common of Parcel No. 2, the Grand Rapids / Itasca County Joint Airport Commission, as 100% fee owner of Parcel No. 3, and the Grand Rapids – Itasca County Airport Commission, as 100% fee owner of Parcel No. 4 (collectively, “Lessor”), for the benefit of USS MN VII MT LLC, a Delaware limited liability company (“Company”) and USS Itasca Clean Energy LLC, a Delaware limited liability company (“Lessee”).

### RECITALS

A. Lessor is the sole record owner of the fee interest in that certain real property described on Exhibit A attached hereto and made a part hereof (the “Lessor’s Property”).

B. Pursuant to that certain Option and Lease Agreement, dated as of February 23, 2021, as amended, modified, and/or assigned (collectively referred to herein as the “Lease”), by and between Lessor and Lessee, successor-in-interest to \_\_\_USS Itasca Clean Energy LLC, Lessor has leased to Lessee certain real property described on Exhibit B attached hereto (together with all rights of way, easements and appurtenances relating thereto, the “Leased Property”, and collectively with the Lessor’s Property, the “Property”).

C. The Company intends to enter into a separate lease transaction with Lessee related to the solar project located on the Property for the benefit of Lessee (the “Transaction”), pursuant to that certain Lease Agreement (together with all other documents executed in connection therewith are collectively referred to herein as the “Transaction Documents”).

D. Lessor is delivering this Certificate with the knowledge that the Company and Lessee are relying on the statements set forth herein as a material inducement to entering into the Transaction Documents and completing the Transaction.

NOW, THEREFORE, to induce Company to enter into the Transaction and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor, intending to be legally bound, agrees as follows:

1. Recitals. The Recitals set forth above are incorporated into and made a part of this Certificate.

2. Lessor’s Representations, Warranties, and Certificate. Lessor hereby represents, warrants, covenants, agrees, and certifies to Company and Lessee as follows:

a. Lease. The Lease has not been amended, modified, supplemented, assigned or otherwise revised except as follows: First Amendment to Option and Lease Agreement, dated as of July \_\_, 2021. The Lease is in full force and effect and constitutes the entire agreement between Lessor and Lessee with respect to the Leased Property and the Lease. The Lease constitutes the legal, valid and binding obligation of Lessor, enforceable against

Lessor in accordance with its terms. Lessor has not assigned, conveyed, transferred, sold, encumbered, or mortgaged its interest in the Lease or its interest in the Property, and there are no other leases (except for the Lease), options to lease, mortgages, deeds of trust or other security interests encumbering the Lessor's interest in the Property.

b. Ownership. Lessor is the sole record owner of the fee interest in the Lessor's Property and the Leased Property, and holder of the Lessor's interest in, to and under the Lease. Lessee is the sole record owner of the leasehold estate in the Leased Property, and holder of the Lessee's interest in, to and under the Lease.

c. Rent. The minimum rent payable under the Lease currently is \$250 per acre per annum, payable quarterly in advance, and such rent has been paid through September 30, 2021.

d. Option. If the Lease contains an option to lease to be exercised by Lessee, such option was exercised on April 5, 2021. No party, except for Lessee, has any options to lease any portions of the Leased Premises.

e. Construction Date. The Construction Date (as that term is defined in the Lease) is April 16, 2021.

f. Term. The current term of the Lease commenced on April 16, 2018 and expires on the 25<sup>th</sup> anniversary of the Commercial Operation Date (as defined in the Lease) (as the same may be extended pursuant to the terms of the Lease).

g. Defaults; Offsets. Neither Lessor nor, to the best knowledge of Lessor, Lessee is in default under the Lease. Lessor has no knowledge of the existence of any event which, with the giving of notice, the passage of time, or both, would constitute a default by Lessor or, to the best knowledge of Lessor, Lessee under the Lease. To the best knowledge of Lessor, Lessee has no offsets, counterclaims, defenses, deductions or credits with respect to the Lease. All monetary obligations due under the Lease to date have been fully and currently paid. To the best knowledge of Lessor, Lessee has no claim against Lessor for indemnity or any security, rental or other deposits. No controversy presently exists between Lessor and Lessee, including any litigation or arbitration, with respect to the Lease or the Property. Lessor has not commenced any action or sent any notice to Lessee (or received any notices from Lessee) for the purpose of terminating, cancelling or surrendering the Lease.

h. No Purchase Options or Rights. Neither Lessee nor any third party has any option, preferential right or right of first refusal to purchase all or any portion of the fee interest in the Property. No consent or approval of any third party is required in order for Lessor to deliver this Certificate and to fully perform Lessor's obligations hereunder.

i. Eminent Domain. Lessor has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Lessee's or Lessor's interest in the Leased Property or Lessor's Property.

j. No Bankruptcy. No Bankruptcy proceedings, whether voluntary or otherwise, are pending, or to the best knowledge of Lessor, threatened, against Lessor.

k. No Assignment. The interests of Lessor in and to the Lease have not been assigned.

l. Lessor Lease Representations. All representations made by Lessor in the Lease were and remain true and correct in all material respects.

m. Compliance with Applicable Laws. The Property is in full compliance with all federal, state, and local laws, ordinances, rules, and regulations.

n. Conditional Use Permit. No conditional use permit has been applied for by the Lessee.

3. Notice and Opportunity to Cure. Lessor, on giving Lessee any notice of default pursuant to the terms of the Lease, shall also give a copy of such notice to Company at the last address which Lessor has been given by Company. Company's address as of the date of the execution of this Certificate is set forth herein. Company, its successors or assigns, may, within the period given to Lessee in the Lease, remedy such default or cause such default to be remedied, and Lessor shall accept such performance by or at the instance of Company, its successors or assigns, as if such performance had been made by Lessee. Lessor shall accept performance by Company, its successor or assigns, or any purchaser at a foreclosure sale, of any term covenant, condition, or agreement to be performed by Lessee under the Lease with the same force and effect as though performed by Lessee, specifically including, but without limitation, any payment of rent under the Lease.

4. Non-Disturbance. Lessor agrees, and to cause all lienholders of the Leased Property to agree in a form acceptable to Company, not to disturb the possession of, use and enjoyment of, and access to the Leased Premises, of Lessee, Company, its successors and assigns, and/or any purchaser at a foreclosure sale, under the Lease. Lessor agrees to perform and be bound by all of the obligations imposed on Lessor by the Lease for the balance of the term of the Lease, and any extension or renewals of the Lease, as long as no event of default has occurred under the Lease which has continued to exist for such period of time, after notice and opportunity to cure, if any, required by the Lease, as would entitle Lessor under the Lease to terminate the Lease, or would cause, without any further action of Lessor the termination of the Lease or would entitle Lessor to dispossess Lessee under the Lease.

5. No Liens. Lessor agrees that it will not grant any liens on or otherwise grant any rights in the Leased Property, unless such party to which the lien or interest is granted first grants to Company notice, a right to cure, and a non-disturbance covenant, similar to the covenant set forth in this Certificate, acceptable to Company.

6. No Liability of Company. Nothing in this Certificate or any other agreement is intended to constitute an agreement by Company to perform any obligation of Lessee under the Lease.

7. Future Estoppel Certificates. Lessor agrees to execute and deliver to Company, within ten (10) days of request by Company, estoppel certificates in a form similar to this Certificate regarding such matters as Company requests. Lessor shall not be obligated to deliver

an estoppel certificate more often than one time per calendar year, unless Company determines, in its reasonable discretion, that an estoppel certificate is required more often.

8. Notices. All notices shall be in writing and shall be deemed to have been sufficiently given or served when personally delivered or when deposited in the United States mail, by registered or certified mail, addressed as follows:

Company: USS MN V MT LLC  
c/o United States Solar Corporation  
2150 Post Road, Suite 505  
Fairfield, CT 06824  
Attention: Asset Management Services  
Email: assets@us-solar.com

with copy to:

Sol TEP 3, LLC  
c/o Sol Systems, LLC  
1101 Connecticut Avenue NW, Second Floor  
Washington, DC 20036  
Attention: General Counsel  
Email: General.Counsel@solsystems.com

Lessor: City of Grand Rapids  
Attn: City Administrator  
420 No. Pokegama Ave  
Grand Rapids, MN 55744

Itasca County  
Attn: County Administrator  
123 NE 4<sup>th</sup> St.  
Grand Rapids, MN 55744

Lessee: USS Danube Solar LLC  
c/o United States Solar Corporation  
2150 Post Road, Suite 505  
Fairfield, CT 06824  
Attention: Asset Management Services  
Email: assets@us-solar.com

Such addresses may be changed by notice to the other parties given in the same manner provided in this Section.

9. Attorneys' Fees. Upon the occurrence of a default under this Certificate, Company may employ an attorney or attorneys to protect Company's rights under this Certificate, and Lessor shall pay Company reasonable attorneys' fees and costs actually incurred by Company.

10. Reliance. Lessor agrees that this Certificate may be relied upon by Company and Lessee and their respective successors, and assigns and acknowledges that the Company and Lessee, respectively, are relying on the statements set forth herein as a material inducement to entering in to the Transaction Documents and completing the Transaction. This Certificate shall inure to the benefit of Company and Lessee and their respective successors and assigns and shall be binding on Lessor, its heirs, legal representatives, successors and assigns.

11. Waiver. Company may, without affecting the validity of this Certificate, alter the terms and conditions of any agreement between Lessee and Company, including, but not limited to, the Transaction Documents, without the consent of, or notice to, Lessor and without in any manner impairing or otherwise affecting Company's rights under this Certificate.

12. Miscellaneous. This Certificate shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State in which the Property is located (without giving effect to such state's principles of conflicts of law). This Certificate shall be binding upon and shall inure to the benefit of Lessor, Company and Lessee and each of their respective successors and assigns. At Company's option, this Certificate (or a memorandum hereof) shall be recorded in the public land records of the jurisdiction in which the Property is located. All agreements and covenants contained herein are severable, and if any one of them is held to be invalid, then this Certificate shall be interpreted as if such invalid provisions were not contained herein. To the extent terms in this Certificate conflict with the terms of the Lease, the terms of this Certificate shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned caused this Certificate to be duly executed and delivered as of the day and year first written above.

**LESSOR**

As to Parcel No. 1:

**City of Grand Rapids, a Minnesota municipal corporation**

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

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

Its: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021  
by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

**LESSOR**

As to Parcel No. 2:

**City of Grand Rapids, a Minnesota municipal corporation**

as 50% tenant in common

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

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

Its: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021  
by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

**LESSOR**  
As to Parcel No. 2:  
**County of Itasca, Minnesota**  
as 50% tenant in common

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021  
by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires:



**LESSOR**

As to Parcel No. 3:

**Grand Rapids / Itasca County Joint Airport Commission,**

By the County of Itasca, Minnesota,  
Its authorized signatory

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

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

Its: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021  
by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

**LESSOR**

As to Parcel No. 4:

**Grand Rapids - Itasca County Airport Commission,**

By the County of Itasca, Minnesota,  
Its authorized signatory

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

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

Its: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021  
by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

**LESSEE:**

**USS Itasca Clean Energy LLC, a Delaware  
limited liability company**

By: \_\_\_\_\_  
Name: Reed Richerson  
Title: Vice President

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021 by Reed Richerson, the Vice President of USS Itasca Clean Energy LLC, a Delaware limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT DRAFTED BY:**

Bruce Bedwell  
United States Solar Corporation  
100 N 6<sup>th</sup> St., Suite 410B  
Minneapolis, MN 55403  
612.260.2230

## EXHIBIT A

### Legal Description of the Lessor's Property

#### 1. Lessor Property

Four tract(s) in Itasca County, Minnesota described as follows:

Property ID: 91-033-1309 (Parcel No. 1)

That part of the South one-half of the North one-half of the Southwest Quarter of the Northeast Quarter, Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota lying westerly of the following described line:

Commencing at the northwest corner of said Southwest Quarter of the Northeast Quarter; thence South 01 degrees 24 minutes 51 seconds East, assigned bearing, along the west line of said Southwest Quarter of the Northeast Quarter, 658.39 feet to the south line of the North one-half of said Southwest Quarter of the Northeast Quarter; thence North 89 degrees 42 minutes 25 seconds East, along said south line, 927.27 feet to the point beginning of the line to be herein described; thence North 38 degrees 37 minutes 42 seconds East 423.40 feet to the north line of said south one-half of the north one-half of the Southwest Quarter of the Northeast Quarter and said described line there terminating.

Property ID: 91-033-1306 (Parcel No. 2)

The North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 of NE1/4), of Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25), West of the 4th P.M., LESS the East Four Hundred Ten feet (E 410') thereof; Itasca County, Minnesota.

Property ID: 91-033-1201 (Parcel No. 3)

South One Quarter of the Northwest Quarter of the Northeast Quarter (S1/4 of NW1/4 NE1/4), Section Thirty-three (33), Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.

Property ID: 91-033-1301 (Parcel No. 4)

The East Four Hundred Ten feet (E. 410') of the North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section Thirty-three (33), Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.