

ESTOPPEL CERTIFICATE

Reference is hereby made to that certain Solar Energy and Storage Lease Agreement dated September 18, 2019 (the "Original Lease") by and between City of Pipestone of 119 2nd Ave. SW, Pipestone, MN 56164 (together "Landlord") and Pipestone City Solar LLC ("Tenant") in connection with the lease of land for the installation and operation of a solar photovoltaic electric generating facility and related ancillary equipment with a nameplate capacity of approximately 1276 KW DC located at 1051 North Hiawatha Ave, Pipestone, MN 56164 (the "Facility"). A true and correct copy of the Lease, as amended, modified and supplemented, is attached hereto as Exhibit "A". Terms used herein but not defined herein has the same meanings as in the Lease.

This certificate ("Estoppel Certificate") is made as of _____, 2025 (the "Effective Date") and delivered in connection with Agilitas Energy, Inc. (the "Buyer") intent to purchase REA Investments, LLC's (the "Seller") one hundred percent (100%) membership interests in Pipestone City Solar LLC. As a condition to the sale of such membership interests, Buyer requires the Landlord's confirmation as to certain matters.

Based on the foregoing, and recognizing that the Buyer will rely hereon, Landlord hereby confirms and agrees as follows:

1. Landlord has not transferred or assigned any interest in the Premises.
2. The primary term of the lease commenced on September 24, 2020, and expires 25 years thereafter.
3. The current rent payable under the lease is \$10,824.32 annually and Tenant has paid up through September 24, 2025.
4. Landlord has neither sent nor received any notice of default under the Lease which remains uncured and has no knowledge that either Landlord or Tenant is in default under the Lease.
5. Tenant has not prepaid any rent or other charge under the Lease to Landlord.
6. The Lease is not subordinate, and has not been subordinated by Landlord, to any mortgage, lien or other encumbrance.
7. Tenant's current use and operation of the Premises complies with any use covenants or operating requirements contained in the Lease.
8. No third party has any option or preferential right to purchase all or any part of the Premises.
9. Landlord has not received written notice nor has knowledge of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Landlord's interest in the Premises.
10. Landlord has not received written notice that it is in violation of any government law or regulation applicable to its interest in the Premises and its operation thereon, including, without

limitation, any environmental laws and has no reason to believe that there are grounds for any claim of any such violation.

11. Landlord has no unsatisfied claims for indemnification against Tenant with respect to Tenant's actions on or about the Premises.

12. Landlord confirms that there are no other leases including no oil and gas leases, timber deeds, crop leases or any other agreements, whether oral or written in effect with respect to the Premises.

13. Landlord will provide Buyer with a copy of any notice of breach or default that Landlord provides to Tenant under the Lease at the following address: 401 Edgewater Place, Suite 570, Wakefield, MA 01880. Tenant shall have the right, but not the obligation, to cure any breach or default by Tenant under the Lease. Landlord shall accept a cure of a Tenant's breach or default tendered by the Buyer on the same terms as it would accept a cure tendered by Tenant.

14. This certificate shall have the effect of estopping the undersigned from making any assertions contrary to the contents hereof; and shall serve as a waiver of any claim by the undersigned to the extent that such claim is asserted against any person permitted to rely upon, and who has acted in reliance upon, this certificate.

15. To the extent required under the Lease (if at all), Landlord hereby consents to the acquisition, directly or indirectly, by Buyer of control of the equity interests of Tenant. Landlord further acknowledges that any and all requirements in the Lease with respect to providing notice to Landlord prior to a transfer of the equity interests of Tenant have been satisfied.

The Buyer and its successors and assigns may rely upon the truth and accuracy of the certifications contained herein, and said certifications shall be binding upon Landlord and its successors and assigns, and inure to the benefit of the Buyer and its successors and assigns. This certificate shall not be deemed to alter or modify any of the terms and conditions of the Lease.

IN WITNESS WHEREOF, Landlord has executed this Estoppel Certificate on the Effective
Date.

LANDLORD:

City of Pipestone

By: _____
Title: _____

Exhibit A

Lease Agreement

[see attached]