

SECOND AMENDMENT TO LAND LEASE AND SOLAR EASEMENT

This **SECOND AMENDMENT TO LAND LEASE AND SOLAR EASEMENT** this “**Amendment 2**”) is made on _____, 2026 but deemed effective as of the Effective Date (defined below), and is entered into by and **CITY OF PIPESTONE** (“Owner”) and **MN CSG 2019-95 LLC**, a Minnesota limited liability company, (“Project Company”), each, a “Party”, and collectively, the “Parties.”

RECITALS

WHEREAS, Owner and Project Company entered into that certain Land Lease and Solar Easement (“**Original Lease**”) dated as of April 27, 2021 (“**Effective Date**”); and

WHEREAS, Owner and Project Company amended the Original Lease pursuant to that certain First Amendment to Land Lease and Solar Easement (“**Amendment 1**” and with the Original Lease, herein collectively the “**Lease**”) dated as of April 15, 2024; and

WHEREAS, the Parties hereto desire to make additional amendments to the Lease as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, on behalf of themselves, their successors and assigns, hereto agree as follows:

I. AMENDMENTS

1. Amendments and Clarifications.

A. Preamble.

- i. Effective Date. The Lease is hereby amended to reflect an Effective Date of April 27, 2021. The Parties acknowledge and agree that the Lease is ratified, confirmed and deemed effective as of April 27, 2021, notwithstanding that the Lease was not originally dated. All documents entered into pursuant to the Lease on or after April 27, 2021 are hereby ratified and confirmed.

B. Article II. Lease Term.

- i. (a) Development Period. This paragraph of the Lease is hereby deleted in its entirety and replaced with the following:

Project Company's rights under this Lease will be in effect throughout the Development Period. The "Development Period" commences on the Effective Date of this Lease and expires on the earlier of (i) December 31, 2028, and (ii) the Operation Date.

(b) Development Period Extension. The last sentence of this paragraph is hereby revised to read as following:

- ii. A one-time payment in the amount of Two Thousand and 00/100 Dollars (\$2,000.00) shall be paid by Tenant to Landlord upon the extension of the Development Period.

C. Exhibit D, Payment Terms.

- i. The Payment Terms attached as Exhibit D of the Lease is hereby deleted in its entirety and replaced with Exhibit D attached hereto.

- 2. Lease Unchanged. Except as amended hereby, the Lease and all terms and conditions thereof shall continue and remain in full force and effect.

II. MISCELLANEOUS

- 1. Counterparts. This Amendment 2 may be executed in one or more counterparts, all of which when so executed and delivered (including by e-mail or other electronic transmission) shall be an original, but all of which together shall constitute one and the same instrument.
- 2. Execution Fee. In consideration of Owner's execution and delivery of this Amendment 2, and not as consideration for any particular amendment or modification to the Lease (including, without limitation, the Development Period), Tenant shall pay Owner the sum of Two Thousand and 00/100 Dollars (\$2,000.00) within fifteen (15) business days of the later of (i) the Tenant's receipt of an executed Amendment 2 from the Owner, and (ii) Tenant's receipt of a fully executed and dated Form W-9 from Owner.
- 3. Governing Law. THIS AMENDMENT 2 SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF.
- 4. Successors and Assigns. This Amendment 2 shall be binding upon, and inure to the benefit of the Parties, and their respective successors and assigns.
- 5. Capitalized Terms. Capitalized terms used in this Amendment 2 but not defined herein shall have the meaning ascribed to such terms in the Lease.
- 6. Ratification. The Lease as amended herein, is hereby ratified and confirmed in all respects and shall remain in full force and effect as amended hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Land Lease and Solar Easement to be duly executed and delivered as of the date set forth above.

PROJECT COMPANY:

MN CSG 2019-95 LLC,
a Minnesota limited liability company

By: _____

Printed Name: _____

Title: _____

OWNER:

CITY OF PIPESTONE

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT D

PAYMENT TERMS

Payment	Description of Payment	Timing of Payment
Development Period Rent	Upon execution of this Lease, Project Company shall pay to Owner the one-time sum of \$250 ("Development Period Rent"), to be held by Owner as consideration for the Development Period. Should the Development Period not be satisfied and this Lease is terminated, then Owner shall retain the Development Period Rent. If, however, through the actions or inactions of Owner, the Lease is terminated, then Owner shall promptly return the Development Period Rent to Project Company.	Project Company shall pay to Owner the Development Period Rent within fifteen (15) days of execution of this Lease. Payment for the Development Period Extension as set forth in Section 2.1(b) shall be paid to Owner with the written extension notice required by this subsection.
Rent: Operating Term, and Operating Term Extension, Access and Transmission Easements,	Project Company shall pay to Owner, on an annual basis, Rent in an amount of \$15,000 per Megawatt AC of the Premises per year. Rent will escalate annually by 2% on each anniversary of the Operation Date.	Rent shall be due on or before January 1st of each calendar year of the Operating Term and Operating Term Extension. Any Rent payments for less than a full calendar year shall be prorated based on the actual number of days of the Operating Term or Renewal Term, as applicable, in such calendar year.
Break Ground Bonus	Project Company shall pay to Owner, a one-time payment, a Break Ground Bonus of five thousand dollars (\$5,000.00) per Megawatt DC of the Premises upon commencement of construction. (Premises is only large enough for a 1 to 1.5 MW array)	Project Company shall pay Owner the Break Ground Bonus within fifteen (15) days of commencement of construction.
Construction Staging Area Rent	During the initial construction of the Project, Project Company shall pay to Owner "Construction Staging Area	The Construction Staging Area Rent shall be payable within sixty (60) days after commencement of construction of the Construction

	Rent” equal to Five Hundred Dollars (\$500.00) per year for each acre that Project Company uses for temporary storage, lay down, staging and batch- plant areas (collectively, the “Construction Staging Areas”); provided, however, that Project Company shall not be required to pay Temporary Storage Rent for any Construction Staging Area used by Project Company for less than thirty (30) consecutive days.	Staging Areas, as determined when earth-moving equipment breaks ground on the Construction Staging Areas. Any Construction Staging Area Rent for less than a full twelve-month period shall be prorated based on the actual number of days that Project Company used such Construction Staging Areas in the
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