

Prepared by and after recording return to:

NewEnergy Equity LLC
2530 Riva Road
Suite 200
Annapolis, MD 21401
Attn: Legal Department

PIN: 18.101.0100

**FIRST AMENDMENT TO
MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT**

This FIRST AMENDMENT TO MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**MOL Amendment 1**”) is entered into this ____ day of _____ 2026 by and between CITY OF PIPESTONE (“Owner”), and MN CSG 2019-95 LLC, a Minnesota limited liability company, its successors and assigns (“Project Company”), each individually herein a “Party,” and collectively the “Parties.”

RECITALS:

A. Owner and Project Company are parties to that certain Land Lease and Solar Easement dated April 27, 2021 (“**Original Lease**”), whereby Owner leased to Project Company certain real property, together with access and utility easement rights and a Solar Easement across said real property in the County of Pipestone, State of Minnesota, and being more particularly described in Exhibit A attached hereto and made a part hereof (“**Premises**”).

B. Owner and Project Company amended the Original Lease pursuant to that certain First Amendment to Land Lease and Solar Easement dated April 15, 2024 (“**Amendment 1**”), and Second Amendment to Land Lease and Solar Easement of even date herewith (“**Amendment 2**,” and with the Original Lease and Amendment 1, herein collectively the “**Lease**”).

C. Owner and Project Company memorialized the Original Lease by that certain Memorandum of Land Lease and Solar Easement, dated April 15, 2024, recorded on June 6, 2024 in the Office of County Recorder, Pipestone County, Minnesota, as Document Number 234352

(“MOL”).

D. The Parties wish to amend the MOL for the purposes of amending the date shown therein as the expiration of the Development Period.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The first sentence of paragraph numbered 2 of the MOL is hereby revised to read as follows:

The initial term of the Lease commences on the Effective Date and expires on December 31, 2028 (“**Development Period.**”)

3. This MOL Amendment 1 has been executed and delivered by the Parties for the purpose of recording and giving notice of the amendment to the expiration of the Development Period..

4. Counterparts. This MOL Amendment 1 may be executed in one or more counterparts, all of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

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By: _____
Printed Name: _____
Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF PIPESTONE)

 The foregoing instrument was acknowledged before me this _____ day of
_____ 2026, by
_____,
_____ of the CITY OF PIPESTONE, a public corporation of the State of Minnesota, on behalf of said
public corporation .

Notary Public

My Commission expires:

PROJECT COMPANY:

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

By: _____

Printed Name: _____

Its:

STATE OF MARYLAND)
) SS.
COUNTY OF ANNE ARUNDEL)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, _____ of MN CSG 2019-95 LLC, a Minnesota limited liability company, on behalf of said limited liability company.

Notary Public

My Commission expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

A lease for solar purposes and easements appurtenant thereto, including a Solar Easement, lying over, under and across a portion of the following described Property:

LEGAL DESCRIPTION:

A tract of land in the Southeast Quarter of Section 1, Township 106 North, Range 46 West, in the City of Pipestone, Pipestone County, Minnesota described as follows:

Commencing at the Northwest corner of the Southeast Quarter (Center) of said Section 1; thence South 88 degrees 55 minutes 03 seconds East, along the north line of the Southeast Quarter of said Section 1, a distance of 1585.15 feet; thence South 00 degrees 17 minutes 56 seconds East, a distance of 89.00 feet, to the point of beginning of the tract to be described; thence continuing South 00 degrees 17 minutes 56 seconds East, a distance of 1287.38 feet, to the north line of a tract of land deeded to Leroy Gorter and recorded and described in the Office of the County Recorder in Document Number 215337; thence North 83 degrees 17 minutes 48 seconds West, along said north line, a distance of 215.00 feet; thence North 00 degrees 43 minutes 24 seconds West, a distance of 394.00 feet; thence North 05 degrees 11 minutes 53 seconds West, a distance of 513.00 feet; thence North 48 degrees 57 minutes 43 seconds West, a distance of 545.56 feet; thence South 89 degrees 55 minutes 58 seconds East, a distance of 669.77 feet, to the point of beginning.

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As may be later updated by Project Company based upon a final survey of the Premises as referenced in Section 1.1(a) of the Lease.