

VG-18-2082-7578

Nacogdoches County
June Clifton
Nacogdoches County Clerk

Instrument Number: 2022 - 7578

Real Property Recordings

Parties: MAST ENTERPRISES
LTD

Parties: MIDDLEBROOK SOLAR
LLC

Recorded On: August 30, 2022 02:04 PM

Number of Pages: 8

" Examined and Charged as Follows: "

Total Recording: \$50.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2022-7578
Receipt Number: 20220822000054
Recorded Date/Time: August 30, 2022 02:04 PM
User: JENNIFER A
Station: CLERK02

Record and Return To:

SOLAR PROPONENT
9111 JOLLYVILLE ROAD, SUITE 115

AUSTIN TX 78759



STATE OF TEXAS

Nacogdoches County

**I hereby certify that this Instrument was filed in the File Number sequence on the date/time
printed hereon, and was duly recorded in the Official Records of Nacogdoches County, Texas**

June Clifton
Nacogdoches County Clerk
Nacogdoches County, TX

After Recording, Return To:
MIDDLEBROOK SOLAR LLC
9111 JOLLYVILLE RD SUITE 115
AUSTIN, TX 78759

MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF NACOGDOCHES §

THIS MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT (this "Memorandum"), is made, dated and effective as of June 30th, 2022 (the "Effective Date"), between **Mast Enterprises, LTD**, a Texas general partnership ("Owner"), and **Middlebrook Solar LLC**, a Delaware limited liability company ("Lessee"), with regards to the following:

1. Solar Agreement. Owner and Lessee did enter into that certain Solar Energy Lease and Easement Agreement of even date herewith (the "Agreement"), which affects the real property located in **Nacogdoches County**, State of Texas, as more particularly described in Exhibit A attached hereto (the "Property"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement. The "**Mineral Reserve Property**" referenced in the Agreement is described in Exhibit A-1 attached hereto. As used in the Agreement and herein, "**Solar Property**" means the Property **SAVE AND EXCEPT** the Mineral Reserve Property.

2. Grant of Rights. The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants (or shall grant) to Lessee the easements specified; such leasehold and easement rights include, without limitation, (a) the exclusive right to access, relocate, and maintain Project Facilities located on the Solar Property; (b) the exclusive right to use the Property for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted; (c) an exclusive easement to capture, use, and convert the unobstructed solar resources over and across the Property; (d) an easement and right to prevent measurable diminishment in output due to obstruction of the sunlight across the Property; (e) the right to subjacent and lateral support for the Project Facilities; (f) the right to undertake any other activities necessary to accomplish the purposes of the Agreement. The Agreement also prohibits Owner from engaging in any activity on the Property that might cause a decrease in the output or efficiency of any of the Project Facilities. Lessee shall have the right to remove any obstructions to the light that materially and adversely affect its operations if this covenant is violated. Owner further agrees to undertake reasonable efforts to prevent, or failing that, to minimize, the introduction of continuous dust onto the Project Facilities.

3. Term. The Agreement shall be for an initial Development Term of up to **four (4) years**, a subsequent Construction Term of up to **twenty-four (24) months**, a subsequent Construction Extension Term of up to **twelve (12) months**, and a subsequent Operations Term of up to **forty (40) years**. The easements granted pursuant to the Agreement are for a term coterminous with the Agreement.

4. Rights of Mortgagees. Pursuant to the Agreement, any Mortgagee of Lessee or Lessee's assignees has certain rights regarding notice and right to cure any default of Lessee under the Agreement, and the right to take possession of the Property, and to acquire the leasehold estate by foreclosure, as well as other rights as set forth in the Agreement.

5. Assignment. Lessee's rights and obligations under the Agreement shall be assignable without Owner's prior written consent provided that such assignment is in furtherance of the provisions of the development of the Solar Energy Project contemplated by the Agreement, and, provided further, that the assignee is a permissible assignee under the terms of the Agreement.

6. Non-Interference and Setbacks. To the extent permitted by law Owner has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in the zoning ordinance of the County or in any governmental entitlement or permit heretofore or hereafter issued to Lessee, such Sublessee or such Affiliate. Owner has agreed not to engage in any activity that might cause a decrease in the output or efficiency of any Project Facilities without the prior written consent of Lessee.

7. Waiver of Rights to Use the Surface to Develop the Mineral Estate.

(a) Owner agrees it will not utilize, and hereby waives its right to utilize, the surface of the Solar Property to explore for, develop, produce, or extract the oil, gas and other minerals in, on, under or that may be produced from the Property (the “**Mineral Estate**”); further, Owner shall not authorize third parties to utilize the surface of the Solar Property for such purposes. Owner shall not enter into any new oil, gas, or other mineral leases or enter into or permit renewals and/or extensions of existing oil, gas, or other mineral leases, options to lease, seismic permits, or any other agreement with a third party which authorizes the use of the surface of the Solar Property for the development, exploration, or extraction of oil, gas, or minerals from the Mineral Estate.

(b) To allow for future oil and gas exploration of the Mineral Estate, Owner and Lessee have designated and set aside the Mineral Reserve Property for such purposes. Owner, other owners of the Mineral Estate, and mineral lessees with mineral estate rights underlying the Property shall be entitled to use the surface of the Mineral Reserve Property, but no portion of the Solar Property, for oil, gas and mineral exploration and production activities. Owner shall not enter into any new oil, gas, or other mineral leases or enter into or permit renewals and/or extensions of existing oil, gas, or other mineral leases, options to lease, seismic permits, or any other agreement with a third party which authorizes the use of the surface of the Solar Property for the development, exploration, or extraction of oil, gas, or minerals from the Mineral Estate.

(c) Lessee shall be permitted to install above and below ground collection, transmission, and communication lines and related facilities and roads across the Mineral Reserve Property without needing any consent from Owner, provided that such improvements cross the Mineral Reserve Property as close to perpendicular (ninety (90) degrees) as possible and near the boundaries of the Mineral Reserve Property where possible.

8. No Liens; Subordination. Owner shall not, without the prior written consent of Lessee, create or permit to be created or to remain, any liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions with respect to the Property or any part thereof. Any such rights granted without Lessee's consent are void ab initio. The Agreement provides that from and after its effective date, any right, title or interest created by Owner in favor of or granted to any third party shall be subject and subordinate to (i) the Agreement and all of Lessee's rights, title and interests created thereby, including any and all documents executed or to be executed by and between Lessee and Owner in connection with the Agreement, (ii) any lien of any lender of Lessee's then in existence on the leasehold estate created by the Agreement, and (iii) Lessee's right to create a lien in favor of any lender of Lessee's.

9. Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Lessee executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Lessee's rights thereunder. The terms, conditions and covenants of the Agreement are incorporated in this Memorandum by reference as though fully set forth herein.

10. No Ownership. Owner shall have no ownership, lien, security or other interest in any Project Facilities installed on the Property, or any profits derived therefrom, and Lessee may remove any or all Project Facilities at any time.

11. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

[signatures appear on following pages]

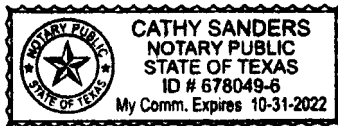
OWNER:
Mast Enterprises, LTD

By: A.T. Mast IV
PRINT NAME: A.T. Mast IV
PRINT TITLE: Manager

STATE OF TEXAS)
)
COUNTY OF Nacogdoches)

This instrument was acknowledged before me on the 28th day of June, 2022 by A.T. Mast, IV
_____ of **Mast Enterprises, LTD**, a Texas general partnership, on behalf of such partnership.

[SEAL]



Cathy Sanders
Notary Public State of TEXAS
My commission expires: 10-31-2022

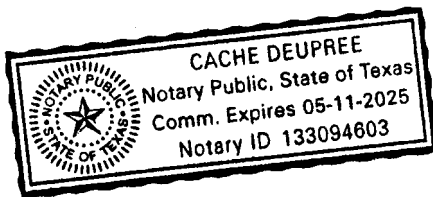
LESSEE:
Middlebrook Solar LLC

By: [Signature]
PRINT NAME: JEFFREY SABINS
PRINT TITLE: CHIEF DEVELOPMENT OFFICER

STATE OF TEXAS)
COUNTY OF HAYS)

This instrument was acknowledged before me on the 30th day of June, 2022 by Jeffrey Sabins of Middlebrook Solar LLC, a Delaware limited liability company, on behalf of Sabins CDG Solar Project LLC, a limited liability company.

[SEAL]



Cache Deupree
Notary Public State of Texas
My commission expires: 5-11-25

After recording return to:

MIDDLEBROOK SOLAR LLC
9111 JOLLYVILLE RD. SUITE 115
AUSTIN, TX 78759

Exhibit A to
MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT

Depiction of Property

Tract 1: 14.713 acres, more or less, being situated in the A. Sanchez Survey, A-501, Nacogdoches County, Texas.
Nacogdoches CAD Property ID: 82540

Tract 2: 1,213.287 acres, more or less, being situated in the A. Sanchez Survey, A-501, the J.M. Esparanza Survey, A-199, and the T.J. Lambert Survey, A-339, Nacogdoches County, Texas.
Nacogdoches CAD Property ID: 82540

Tract 3: 31.00 acres, more or less, being situated in the A. Sanchez Survey, A-501, Nacogdoches County, Texas.
Nacogdoches CAD Property ID: 11580

Exhibit A-1 to
MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT

Depiction of the Mineral Reserve Property

[Pursuant to the terms of the Agreement and upon request by Lessee, a more particular legal description of the Property shall be added to this Exhibit A]

The following depicted land located in Nacogdoches County, State of Texas, containing _____ acres, more or less:

[As of the Effective Date, the Parties have not identified the Mineral Reserve Property. The Parties agree to cooperate in good faith to identify Mineral Reserve Property during the Development Term in accordance with the provisions of the Agreement. The Parties agree to amend the Agreement and this Memorandum to incorporate the final agreed legal descriptions of the Mineral Reserve Property.]