



VG-133-3023-3595

**Nacogdoches County
Sandra "Sandy" Yates
Nacogdoches County Clerk**

Instrument Number: 2023 - 3595

Real Property Recordings

Parties: 714 RANCH LP

Parties: MIDDLEBROOK
SOLAR LLC

Recorded On: May 16, 2023 12:56 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: 2023-3595
Receipt Number: 20230512000024
Recorded Date/Time: May 16, 2023 12:56 PM
User: Jennifer A
Station: CLERK02

Record and Return To:

CACHE DEUPREE SR. SOLARPROPONENT
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

Sandra "Sandy" Yates
Nacogdoches County Clerk
Nacogdoches County, TX

Sandra "Sandy" Yates

Memorandum of Solar Energy Lease and Easement Agreement

After Recording, Return To:
Middlebrook Solar, LLC
9111 Jollyville Road, Suite 115
Austin, Texas 78759

MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT

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

THIS MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT (this "Memorandum"), is made, dated and effective as of May 1st, 2023 (the "Effective Date"), between 714 Ranch, LP, a Texas limited partnership (collectively "Owner"), and Middlebrook Solar, LLC ("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 a leasehold interest and easement interest in the Property, and grants (or shall grant) to Lessee the easements specified therein.

NOTE: Notwithstanding anything herein to the contrary, this Agreement shall not grant any rights to Lessee to enter the Property (except for the limited purposes in Section 4.1), use the Property for vehicular or pedestrian ingress or egress, or construct any Project Facilities or Transmission Facilities on, over, above, or below the surface of the Property.

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 five (45) 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. In all circumstances Lessee's right to assign Lessee's rights under the Agreement is subject to the terms of Section 4.5 of the Agreement. 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. 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.

8. 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.

9. 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.

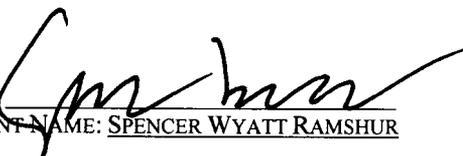
10. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

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

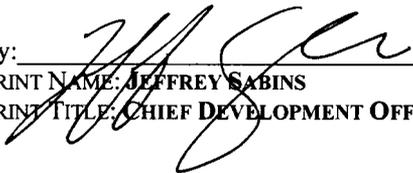
[signatures appear on following pages]

The following parties hereby consent and acknowledge the existence and terms of the Agreement in their individual capacities.

By: 
PRINT NAME: CAROLINE GRACE RAMSHUR

By: 
PRINT NAME: SPENCER WYATT RAMSHUR

LESSEE:
Middlebrook Solar, LLC

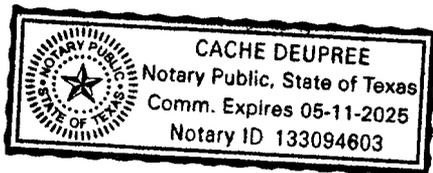
By: 
PRINT NAME: **JEFFREY SABINS**
PRINT TITLE: **CHIEF DEVELOPMENT OFFICER**

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me on the 1st day of May, 2023 by **Jeffrey Sabins, Chief Development Officer** of **Middlebrook Solar, LLC**, a Delaware limited liability company, on behalf of such company.

[SEAL]


Notary Public State of Texas
My commission expires: 5/11/2025



After recording return to:

Middlebrook Solar, LLC
9111 Jollyville Road, Suite 115
Austin, Texas 78759

Exhibit A to
MEMORANDUM OF SOLAR ENERGY LEASE AND EASEMENT AGREEMENT

Depiction of 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 159.36 acres, more or less:

Tract 1: 159.36 acres, more or less, being part of a 202.47 acre tract, situated in the J.L. Pettyjohn Survey, A-430, Nacogdoches County, Texas.

Part of Nacogdoches CAD Property ID: 60097