

FIRST AMENDMENT TO OPTION AGREEMENT FOR LEASE OF REAL PROPERTY

This FIRST AMENDMENT TO OPTION AGREEMENT FOR LEASE OF REAL PROPERTY (this "First Amendment"), dated as of July 8 2022 (the "First Amendment Effective Date") is entered into by Timothy E. Marbot and Brittany Marbot, with an address of 641 Pine Valley Rd., Hoosick Falls, NY 12090 (Timothy E. Marbot and Brittany Marbot, co-owner of, and to the extent of her interest in Tax Lot 46-1-10.11 of the Property, as hereinafter defined, are referred to herein as "Owner") and Granada Solar LLC, (the "Operator"). This First Amendment amends that certain Option Agreement for Lease of Real Property entered into by and between Owner and Operator effective as of May 3rd, 2019 (the "Agreement"). Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Agreement.

RECITALS

WHEREAS, Owners and Operator previously entered into the Agreement, pursuant to which Owners granted Operator an exclusive option to lease certain Property.

WHEREAS, pursuant to Section 19 of the Agreement, Owners and Operator desire to amend the Agreement effective as of the date hereof by duly executing this First Amendment in writing.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owners and Operator, intending to be legally bound, hereby agree as follows:

ARTICLE I

AMENDMENTS TO AGREEMENT TERMS

1.1 Amendment to Section 2 of the Agreement. Section 2 of the Agreement shall be replaced in its entirety with the following:

2. **Term of Option.** The term of this Agreement (the "Option Term") shall commence on the Effective Date and shall expire, unless earlier terminated pursuant to the terms of this Agreement, at 11:59 p.m. E.S.T. on the fifth anniversary of the Effective Date. The Parties may extend the Option Term by mutual agreement.

1.2 Amendment to Section 3 of the Agreement. Section 3 of the Agreement shall be replaced in its entirety with the following:

Option Payments are non-refundable, except in case of Owner's uncured default, as provided in Para 6., Default, (b), below. Option Payments shall be made throughout the Option Term unless and until the Option is exercised, in which case payment for any portion of the Option Term which is less than one year, shall be paid pro rata. Operator expects the lease area and required easements to ultimately amount to approximately one hundred (100) acres.

1.3 Amendment to Section 5 of the Agreement. The last sentence of Section 5(b) of the Agreement which previously read

"The Operator shall have the right to extend the Lease Agreement Term for two (2) additional five (5) year periods."

Shall be replaced in its entirety with the following:

“The Operator shall have the right to extend the Lease Agreement Term for three (3) additional five (5) year periods.”

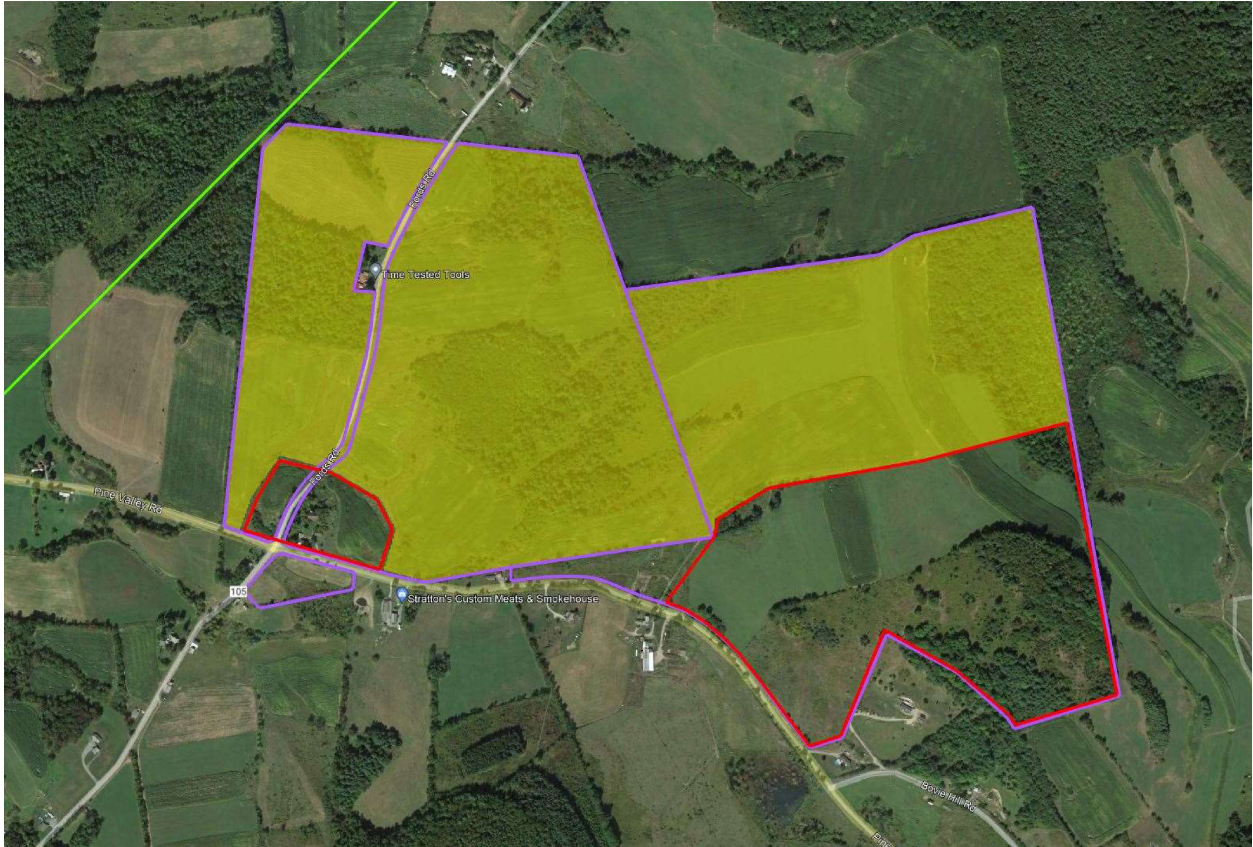
1.1 Amendment to Exhibit 1 of the Agreement. Exhibit 1 of the Agreement shall be replaced in its entirety with the following:

Exhibit 1

DESCRIPTION OF PROPERTY

Owner's Property is approximately 337 acres of land in the Town of Hoosick, Rensselaer County, New York listed as Tax Parcels 36.-1-10.1, 36.-1-11.1, and 46.-1-10.11.

Operator has preliminarily identified an approximately 200 acre portion of this tax parcel for development of the Solar Project and required easements.



Property Boundary



Reserved Property



Potential Solar Lease Areas



National Grid 115 kV Transmission



Operator to define portion of Property in accordance with Exhibit 4 to be utilized for construction and operation of the Solar Facility and any required easements.

ARTICLE II

GENERAL PROVISIONS

- 2.1 Unaffected Terms of the Agreement. Except as specifically set forth in this First Amendment, the terms of the Agreement shall remain unchanged and in full force and effect.
- 2.2 Entire Agreement. The Agreement, as amended by this First Amendment, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.
- 2.3 Governing Law. This First Amendment shall be governed by and construed in accordance with the Laws of the State of New York.
- 2.4 Headings. The section headings contained in this First Amendment are for reference purposes only and shall not be deemed a part of this First Amendment or affect in any way the meaning or interpretation of this First Amendment.
- 2.5 Amendments. No change, amendment or modification of this First Amendment shall be valid or binding upon the Parties unless such change, amendment or modification is in writing and duly executed by both Parties.
- 2.6 Severability. If any provision of this First Amendment is determined to be illegal or unenforceable, such determination will not affect any other provision of this First Amendment, and all other provisions will remain in full force and effect.
- 2.7 Counterparts. This First Amendment may be executed in any number of separate counterparts and delivered by electronic means, each of which when so executed shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.


IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives as of the First Amendment Effective Date.

OWNER


Name: Timothy E. Marbot

To the extent of her interest in

Taxlot 46-1-10.11


Name: Brittany Marbot

OPERATOR

Granada Solar, LLC



Name: Eric Millard

Title: Chief Commercial Officer