

## FIRST AMENDMENT TO OPTION AND GROUND LEASE

THIS FIRST AMENDMENT TO OPTION AND GROUND LEASE (this "Amendment") is entered into as of the date of last execution below (the "Effective Date") by and between **LARRY BUGBEE**, an individual (the "Landlord"), and **NEXAMP SOLAR, LLC**, a Delaware limited liability company (the "Tenant"). Landlord and Tenant may be referred to herein individually as a "Party" and, collectively, as the "Parties". Capitalized terms used herein but not defined shall have the same meanings given to them in the Lease, as hereinafter defined.

### WITNESSETH:

**WHEREAS**, Landlord is the owner of a parcel of land commonly known as Wilson Hill Road (no number) in the Town of Hoosick, Rensselaer County, New York, being Tax Map Number 26.-1-12.21/1 (the "Property"), as further described in Exhibit A of the Lease; and

**WHEREAS**, Landlord and Tenant entered into that certain Option and Ground Lease, dated September 8, 2020 (the "Lease"), pursuant to which Landlord has leased to Tenant the Property (the "Lease Area"), as further described in Exhibit B of the Lease; and

**WHEREAS**, on March 7, 2021, Tenant exercised its Option under the Lease; and

**WHEREAS**, Landlord and Tenant now desire to amend the Lease as more particularly set forth below.

### AMENDMENT

**NOW, THEREFORE**, for and in consideration of the mutual covenants of the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Section 5(a)(i) of the Lease is amended and restated in its entirety as follows:
  - (i) Development and Construction Period. The Development and Construction Period will begin on the Lease Effective Date and will terminate on the earliest of:
    - (A) Delivery by Tenant of notice of termination in accordance with Section 5(b);
    - (B) 365 days after the commencement of the Development and Construction Period, except that such Development and Construction Period shall automatically extend for up to five (5) additional periods of six (6) months each for permitting and interconnection delays, or for changes in solar market conditions regarding solar programs promulgated by a Government Authority. Additionally, the Development and Construction Period shall be further extended automatically on a monthly basis for delays by the Utility in the completing interconnection upgrades or in interconnecting the Facility. Extensions under this subsection are

contingent upon Tenant providing evidence, at Landlord's reasonable request, that it continues to actively pursue developing the Facility; and

(C) The day after the Commercial Operation Date.

If the Development and Construction Period terminates by passage of time under Subsection (B), this Lease shall terminate by its own terms with no action being required of either Party. Termination of this Lease in accordance with this Section 5(a)(i) shall not release either Party from any obligations arising prior to the effective date of such termination, but neither Party shall have the obligation to perform any obligations hereunder which, but for such termination, would have arisen after the effective date of such termination.

2. Ratification. The Lease, as amended by this Amendment, is hereby ratified by Landlord and Tenant. Except as expressly amended by this Amendment, all terms and conditions of the Lease shall remain unchanged and in full force and effect. In the event of any inconsistency between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment shall control. This Amendment and the Lease cannot be modified in any manner other than by written modification executed by Landlord and Tenant. The Lease, as hereby amended, contains all of the terms agreed upon between Landlord and Tenant with respect to the subject matter hereof.

3. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one agreement. To facilitate execution of this Amendment, the Parties may execute and exchange by email counterparts of the signature pages, which email counterpart shall be binding as if they were originals. No original signatures shall be required for this Amendment to be deemed legally enforceable.

4. Miscellaneous. The Parties have read this Amendment and, on the advice of counsel, each has freely and voluntarily entered into this Amendment. This Amendment shall be binding on and inure to the benefit of the Parties and their heirs, successors and assigns.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment as of the Effective Date.

**LANDLORD:**



**LARRY BUGBEE**

Date: 4/20/2022

**TENANT:**

**NEXAMP SOLAR, LLC**



Name: CHRIS CLARK

Title: SVP

Date: 5/2/2022