

FIRST AMENDMENT TO GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT (this “Amendment”) is entered into as of the last date of execution below (the “Effective Date”), by and between Independent Solar, LLC, a Delaware limited liability company (“Tenant”), and Organic Valley LLC, a New York limited liability company (“Landlord”); Landlord and Tenant, collectively, are hereinafter referred to as the “Parties”.

WITNESSETH:

A. WHEREAS, Landlord and Cypress Creek Land Holdings, LLC, a Delaware limited liability company (“Original Tenant”) entered into that certain Ground Lease Agreement dated January 9, 2019, as assigned by Original Tenant to Tenant by that certain Assignment and Assumption of Ground Lease Agreement dated April 3, 2020 (collectively, the “Lease”), pursuant to which Landlord has leased to Tenant certain real property located along Mahoney Road, in the Town of Marlborough, Ulster County, New York, as more particularly described in the Lease; and

B. WHEREAS, Landlord and Tenant desire to amend the Lease as more particularly set forth below. All of the capitalized terms used in this Amendment, unless otherwise defined herein, shall have the same meaning as assigned to such terms in the Lease.

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. Land. The Land section in the Basic Lease Terms Summary of the Lease is hereby deleted in its entirety and replaced with the following:

“Up to 71 acres, plus or minus, of the real property located along Mahoney Road, in the Town of Marlborough, Ulster County (the “**County**”), New York, Tax ID Number 095.004-0003-007.110-000 and 095.004-0003-007.210-000 as approximately depicted on Exhibit A attached hereto.”

2. Exhibit A. The Parties agree that Exhibit A of the Lease is hereby deleted in its entirety and replaced with Exhibit A attached hereto and incorporated herein by reference. Any and all references to the same in the Lease shall hereafter refer to the attached Exhibit A.

3. 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.

4. 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 originals shall be required.

5. Miscellaneous. The Parties have read this Amendment and on the advice of counsel they have freely and voluntarily entered into this Amendment. This Amendment shall be binding on and inure to the benefit of the parties and their successors.

Signature Pages Follow

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

LANDLORD:

Organic Valley LLC

By: Robert A. Titanic Jr.
Name: Robert A. Titanic Jr.
Title: Owner
Date: 9/8/2020

TENANT:

Independent Solar, LLC

DocuSigned by:
By: Noah Hylte
Name: Noah Hylte
Title: Authorized Person
Date: 9/9/2020

Exhibit A

Depiction of the Land

