

Fourth Amendment to Site Lease

This Fourth Amendment to Site Lease (this "**Fourth Amendment**"), dated as of June ____, 2018, (the "**Effective Date**"), is made and entered into by and between SAN LUIS SPEAR POINT SOLAR I, LLC, a Delaware limited liability company (the "**Lessee**"), and the CITY OF SAN LUIS, an Arizona municipality ("**Lessor**") (each a "**Party**" and collectively, the "**Parties**"), with reference to the following:

RECITALS

A. Lessor entered into a Site Lease dated January 30, 2014 with Artemis Sun Institutional Solar, Inc., a Texas corporation ("**Artemis Sun**"), as lessee (the "**Original Lease**") and Lessor entered into a Solar Power Purchase Agreement with Artemis Sun (the "**PPA**"), dated January 30, 2014. Artemis Sun assigned all of its right, title and interest as lessee under the Original Lease and as the power provider under the PPA to Lessee.

B. Subsequent to the assignment of the Original Lease to Lessee, the Original Lease was amended by (i) that certain Amendment and Consent to Assignment dated May 28, 2014 and effective as of June 13, 2014, (ii) that certain First Amendment to Amendment and Consent to Assignment, dated as of December 18, 2014, (iii) that certain Second Amendment to Site Lease, dated as of December 18, 2014, and that certain Third Amendment to Site Lease, dated as of the date hereof (the "**Third Amendment**") (as amended, the "**Site Lease**").

C. The Site Lease currently pertains to three separate parcels of real property located in the City of San Luis, Arizona (the "**Property**"). All three parcels of the Property were obtained by the Lessor by patent from the U.S. Government restricting the use of the land to recreational and public purposes and are subject to the Recreation and Public Purposes Act of 1926, as amended, and all regulations issued in connection therewith the ("**R&PP Laws**").

D. The U.S. Department of Interior, Bureau of Land Management (the "**BLM**") has requested that the Site Lease be amended to specifically state, as to certain provisions, that such provisions are subject to the application of and compliance with the R&PP Laws.

E. Lessee and Lessor desire to so amend the Site Lease as requested by the BLM.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. **Amendments.** Effective concurrent with the effectiveness of the Third Amendment,, the Site Lease is amended as follows:

(a) **Section 5(b).** Section 5(b) of the Site Lease is hereby amended and restated in its entirety to read as follows:

“(b) Lessor’s Title to Property; Lessee’s Quiet Enjoyment/ Lessor represents, warrants and covenants that Lessor has lawful title to the Property pursuant to a patent issued by the U.S. Government that restricts the use of the Property to recreational and public purposes and that Lessee, as long as it uses the Property as provided herein, shall have quiet and peaceful possession of the Premises and the Easement Areas free and clear of any claim of any entity or person of superior title thereto without hindrance to or interference with Lessee’s quiet enjoyment thereof, throughout the Term. Lessor agrees that, subject to the provisions of the U.S. Recreation and Public Purposes Act of 1926, as amended, and all regulations issued pursuant thereto (the “R&PP Laws”), this Agreement shall run with the Property and survive any transfer, assignment, pledge or sale of any portion of the Property. Lessor and Lessee acknowledge that any such transfer, assignment, pledge or sale of any portion of the Property may only occur in accordance with the R&PP Laws. In furtherance of the foregoing, and prior to any such transfer, assignment, pledge or sale of any portion of the Property in accordance with the R&PP Laws, Lessor shall cause any purchaser, lessee, assignee, mortgagee, pledge or party to whom a lien has been granted to execute and deliver to Lessee an assumption of this Lease.”

(b) **Section 5(h).** Section 5(h) of the Site Lease is hereby amended by adding the following sentence to the end of Section 5(h).

“Lessee agrees to use the Property in compliance with all Environmental Laws and not to cause or permit the use or release of any Hazardous Substance on the Property in connection with Lessee’s activities thereon.”

(b) **Section 12.** Section 12 of the Site Lease is hereby amended by adding the following lead-in sentence at the beginning of such Section:

“No assignment or transfer of Lessor’s or Lessee’s rights under this lease may be made unless such assignment or transfer is made in accordance with (i) the R&PP Laws and (ii) the provisions of subsections (a) through (c) below.”

2. **Force and Effect.** As amended hereby, the Site Lease is and shall remain in full force and effect .

3. **Governing Law.** This Fourth Amendment shall be governed and construed in accordance with the laws of the State of Arizona.
4. **Counterpart Execution.** This Fourth Amendment may be executed in one or more counterparts, each of which shall be deemed and original and all of which together shall constitute a single instrument.
5. **Compliance with Arizona Laws.**

(a) **Immigration.** Pursuant to the provisions of A.R.S. §41-4401, Lessee hereby warrants (i) that it and any of its contractors or subcontractors will comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. §23-214, subsection A, (ii) that a breach of this warranty shall be deemed a material breach of the contract that is subject to the penalties of A.R.S. §41-4401.A.2, and (iii) that the Lessor shall have the right to random verification of employment records of Lessee, its contractors, or subcontractors to ensure compliance with this warranty.

(b) **Cancellation of Contracts.** As amended hereby, the Site Lease is subject to the cancelation provisions of A.R.S. §38-511.

(c) **Israel Boycott.** Lessee shall execute a certification regarding whether it is boycotting Israel as provided by A.R.S. §35-393.01.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment on the day and year first above written.

LESSOR:

THE CITY OF SAN LUIS, ARIZONA

By: _____
Name:
Its:

LESSEE:

SAN LUIS SPEAR POINT SOLAR I, LLC

By: _____
Name: Sam Houston
Its: Manager