

Renardo L. Hicks
717.237.6081
rhicks@eckertseamans.com

April 9, 2025

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Office of the Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

RE: *Petition for Declaratory Order of CH Renewables Acquisitions, LLC*
Docket No. P-2025-

Dear Secretary Chiavetta:

Enclosed for electronic filing in the above matter please find CH Renewables Acquisitions, LLC's Petition for Declaratory Order. **Please note that CH Renewables is requesting expedited consideration of this Petition.**

Copies will be served in accordance with the attached Certificate of Service.

Thank you for your attention to this matter.

Sincerely,

/s/ Renardo L. Hicks

Renardo L. Hicks

RLH/jls
Enclosures

cc: Certificate of Service (w/encs)

CERTIFICATE OF SERVICE

I hereby certify that this day I served a copy of the **Petition for Declaratory Order of CH Renewables Acquisitions, LLC** upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

Via Email Only

Tori L. Giesler, Esquire
First Energy
2800 Pottsville Pike
PO Box 16001
Reading PA 19612-6001
tgiesler@firstenergycorp.com

Office of Small Business Advocate
555 Walnut St.,
1st Floor, Forum Place
Harrisburg, PA 17101
ra-sba@pa.gov

Allison Kaster, Esquire
PA Public Utility Commission
Bureau of Investigation & Enforcement
Second Floor West
400 North Street
Harrisburg PA 17120
akaster@pa.gov

Office of Consumer Advocate
555 Walnut St.
5th Floor, Forum Place
Harrisburg, PA 17101
ra-oca@paoca.org

Date: April 9, 2025

/s/ Lauren M. Burge
Lauren M. Burge, Esq.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition for Declaratory Order of CH Renewables : Docket No. P-2025-_____
Acquisitions, LLC :

**PETITION FOR DECLARATORY ORDER
OF CH RENEWABLES ACQUISITIONS, LLC**

Pursuant to Section 331(f) of the Public Utility Code¹ and Section 5.42 Pennsylvania Public Utility Commission’s (“Commission” or “PUC”) regulations,² CH Renewables Acquisitions, LLC, and its subsidiaries REPA Clement Run Solar, LLC, REPA Wayside Church Solar, LLC, and REPA Brook Hollow Solar, LLC (collectively, “CH Renewables”), file this Petition requesting that the Commission issue a declaratory order to terminate a controversy and remove uncertainty. Through this Petition, CH Renewables respectfully requests that the Commission issue a Declaratory Order finding that Option to Lease Agreements are “other legally binding contracts” that provide sufficient evidence of site control necessary to meet the interconnection requirements at 52 Pa. Code § 75.36(7). As further discussed below, **CH Renewables requests that the Commission consider this matter on an expedited basis and issue a Declaratory Order as expeditiously as possible.**

In support of this Petition, CH Renewables avers as follows:

¹ 66 Pa. C.S. § 331(f).

² 52 Pa. Code § 5.42.

I. INTRODUCTION AND BACKGROUND

1. CH Renewables develops solar and other renewable energy projects across the United States. Within Pennsylvania, CH Renewables has developed or is in the process of developing a number of solar projects, particularly within the FirstEnergy Pennsylvania Electric Company's ("FirstEnergy") service territory.

2. CH Renewables has entered into Option to Lease Agreements with property owners. CH Renewables or its assignees have provided these Option to Lease Agreements to FirstEnergy as a legally binding agreement establishing proof of site control as required by Section 75.36(7) of the Commission's regulations.³

3. FirstEnergy has previously accepted Option to Lease Agreements as "proof of site control" required by Section 75.36(7).⁴ For example, Penelec accepted these agreements as proof of site control for the Townline Road site,⁵ and Penn Power has accepted these agreements for the Crooked Creek site.⁶ See Attachments A and B. By way of further example, Met-Ed has accepted these agreements as proof of site control for the Kreutz Creek project⁷ and West Penn Power has accepted these agreements for the Keister Road project.⁸

4. However, part of FirstEnergy has changed course and is now rejecting other CH Renewables interconnection applications, claiming that Option to Lease Agreements do not provide sufficient evidence to establish site control under Section 75.36(7). Specifically, Penelec

³ 52 Pa. Code § 75.36(7).

⁴ 52 Pa. Code § 75.36(7).

⁵ The Interconnection Application for the Townline Road site was submitted by REPA Townline Road Solar, LLC, a CH Renewables subsidiary.

⁶ The Interconnection Application for the Crooked Creek site was submitted by REPA Crooked Creek Solar, LLC, a CH Renewables subsidiary.

⁷ The Interconnection Application for the Kreutz Creek site was submitted by REPA Kreutz Creek Solar, LLC, a CH Renewables subsidiary.

⁸ The Interconnection Application for the Kiester Road site was submitted by REPA Kiester Road Solar, LLC, a CH Renewables subsidiary.

recently rejected CH Renewables' interconnection application for its Clement Run site⁹ on this basis, Penn Power similarly rejected the interconnection application for CH Renewables' Wayside Church location,¹⁰ and West Penn Power rejected the interconnection application for CH Renewables' Brook Hollow location.¹¹ See Attachments C, D and E, respectively.

5. FirstEnergy's changed position is based on an impermissibly narrow reading of Section 75.36(7) that is not supported by its past practice or the plain language of the regulation. This incorrect and arbitrary interpretation of the regulation causes direct harm to CH Renewables, as it prevents CH Renewables from timely completing interconnections to the grid, which in turn negatively affects the project's place in the interconnection queue and creates the potential for CH Renewables to lose a unique business opportunity to control land and property which cannot be fully compensated by money damages. Further, FirstEnergy's new interpretation of CH Renewables' Option to Lease Agreements constitutes unfair competition¹² which damages the reputation of CH Renewables and cannot be fully compensated by money damages, and which will invariably increase the overall cost of the project.

6. CH Renewables now submits this Petition requesting that the Commission terminate this controversy and remove uncertainty by issuing a Declaratory Order confirming

⁹ The Interconnection Application for the Clement Run site was submitted by REPA Clement Run Solar, LLC, a CH Renewables subsidiary.

¹⁰ The Interconnection Application for the Wayside Church site was submitted by REPA Wayside Church Solar, LLC, a CH Renewables subsidiary.

¹¹ The Interconnection Application for the Brook Hollow site was submitted by REPA Brook Hollow Solar, LLC, a CH Renewables subsidiary.

¹² The regulation at issue here is related to the implementation of Pennsylvania's Alternative Energy Portfolio Standards Act, 73 P.S. §§ 1648.1-1648.8 ("AEPS Act"), which incentivizes the use of electricity generated by renewables resources such as wind, solar, and biomass. The Commonwealth Court's ruling in *David N. Hommrich v. Pa. Pub. Util. Comm'n*, 231 A.3d 1027 (Pa. Cmwlth. 2020), held that other PUC regulations added criteria that restricted eligibility for net metering and inhibited the development of alternative energy. Here, FirstEnergy's interpretation of the Commission's regulation at Section 75.36(7) is also in conflict with the AEPS Act's goal of incentivizing the use of electricity generated by renewable energy.

that such Option to Lease Agreements are, in fact, “other legally binding contracts” that provide sufficient evidence of site control to meet the requirements of Section 75.36(7).

II. LEGAL STANDARDS

7. Section 331(f) of the Public Utility Code provides that the Commission “in its sound discretion, may issue a declaratory order to terminate a controversy or remove uncertainty.”¹³ The Commission’s regulations likewise provide that a party may seek a declaratory order from the Commission to terminate a controversy or remove uncertainty.¹⁴

8. The Commission’s regulations require that a petition for declaratory order must state clearly and concisely the controversy or uncertainty which is the subject of the petition; cite the statutory provision or other authority involved; include a complete statement of the facts and grounds prompting the petition; and include a full disclosure of the interest of the petitioner.¹⁵

9. The Commission may issue a declaratory order without an evidentiary hearing.¹⁶ For purposes of petitions for declaratory orders, the Commission assumes the facts as alleged are true and issues a decision on the issues accordingly.¹⁷

III. CONTROVERSY TO BE DECIDED

10. Section 75.36 of the Commission’s regulations provides additional requirements for interconnection requests.¹⁸ Specifically, Section 75.36(7) provides that “[w]hen an

¹³ 66 Pa. C.S. § 331(f). *See also Borough of Olyphant v. Pa. PUC*, 861 A.2d 337 (2004).

¹⁴ 52 Pa. Code § 5.42.

¹⁵ 52 Pa. Code § 5.42.

¹⁶ *See, e.g., In re Petition of Pennsylvania Electric Company for Declaratory Order Regarding Electric Service in the Borough of Jennerstown, Somerset County, Pennsylvania*, Docket No. P-910518, 1992 Pa. PUC LEXIS 150, 1992 WL 687123 (1992) (although no evidentiary hearing had been held, the Commission issued a declaratory order on the basis of the “pleadings in the record”); *Re Newtown Artesian Water Company*, Docket No. P-830449, 57 Pa. PUC 515, 1983 Pa. PUC LEXIS 30, 0083 WL 824706 (1983) (“While no hearing has been held to determine if the facts alleged in Newtown’s Petition are true, the Petition is duly verified and Middletown has filed no response to refute those facts.”)

¹⁷ *Id.* *See also Petition of Pennsylvania American Water Company for a Declaratory Order Regarding Service Territory in Westfall Township, Pike County, Pennsylvania*, P-2022-3033109, Opinion and Order entered December 21, 2023 (reliance upon pleadings and data responses in the record).

¹⁸ 52 Pa. Code § 75.36.

interconnection customer is not currently a customer of the EDC, upon request from the EDC, the interconnection customer shall provide proof of site control evidenced by a property tax bill, deed, lease agreement *or other legally binding contract.*” (emphasis added).¹⁹

11. The Commission’s regulations do not define “site control.” Site control generally is the right to develop a site for the purpose of constructing a project. The Commission has recognized site control in an Opinion and Order as dominion over real property to the extent necessary to develop a project. *See Petition of West Penn Power Company*, PUC Docket No. P-880286, Opinion and Order entered December 1, 1994, 1994 WL 932218 (Pa.P.U.C.) (Site control refers to the developer’s obligation to secure an appropriate site for the proposed facilities).

12. The question presented here is whether Option to Lease Agreements are “other legally binding contracts” that provide evidence of site control as required by 52 Pa. Code § 75.36(7), such that CH Renewables’ interconnection request must be approved by FirstEnergy.

13. The inclusion of the phrase “other legally binding contracts” after reference to examples of a “property tax bill, deed or lease agreement” means that other evidence is contemplated and can be used to demonstrate site control. Site control can include, but does not require, a demonstration of ownership (via a property tax bill or deed) or a leasehold interest (via a lease agreement) in a property. Site control can also be satisfied by a demonstration of an exclusive option to purchase or acquire a leasehold site for the purpose of developing a project. Site control can also be satisfied by other legally binding contracts which reflect an exclusivity or other business relationship between the developer and the property owner so that the developer has the right to possess or occupy a site for the purpose of developing a project.

¹⁹ 52 Pa. Code § 75.36(7).

14. FirstEnergy has stated that now and going forward, it will only accept a tax bill, deed, or lease agreement as evidence of site control. *See* Attachment C at 1-2; Attachment D at 2 and 4; Attachment E at 1. FirstEnergy’s position is premised on a baseless and overly narrow reading of Section 75.36(7), which entirely ignores the regulation’s plain language providing that “other legally binding agreements” are acceptable to provide evidence of site control.

15. CH Renewables complied with Section 75.36(7)’s site control requirement by supplying legally enforceable written Option Agreements. The Option Agreements give CH Renewables dominion over real property to the extent necessary to design and construct the project.

16. The Option Agreement is exclusive and binding in nature, and unconditionally exercisable by the proponent or its assignee.

17. CH Renewables urges the Commission to expeditiously issue a Declaratory Order to terminate this controversy and remove uncertainty by confirming that option agreements and/or letters of intent provide sufficient evidence of site control to meet the requirement of Section 75.26(7).

IV. ARGUMENT

A. Option Agreements and Letters of Intent Are Legally Binding Agreements that Show Evidence of Site Control as Required by 52 Pa. Code § 75.36(7).

18. The Options Agreements that CH Renewables provided to FirstEnergy as part of its interconnection applications are clearly legally binding agreements that provide evidence of site control for interconnection purposes. Both the overall purpose of the agreements and the plain language of the agreements demonstrate that these documents are legally binding contracts that are evidence of CH Renewables’ control of the sites.

19. Regarding the Wayside Church site, CH Renewables submitted Exhibit D to the Option Agreement as evidence of site control required by Section 75.26(7). *See* Attachment D. This agreement states that the property owner and CH Renewables have agreed that CH Renewables has “an exclusive option to lease the site,” and upon exercise of that option, the property owner agrees to lease the site to CH Renewables and grant any easements as may be necessary. The parties also explicitly acknowledge that this is a binding agreement.

20. In rejecting CH Renewables’ interconnection application for the Wayside Church site, Penn Power entirely ignores the binding nature of this agreement, which clearly gives CH Renewables the exclusive option to lease the site, and the property owner is obligated to lease the site to CH Renewables if the option is exercised. The contract terms clearly show that CH Renewables has the site control necessary for interconnection purposes, as provided by this “other legally binding agreement” consistent with Section 75.36(7).

21. Regarding the Clement Run site, CH Renewables also submitted Exhibit D to the Option Agreement as evidence of site control required by Section 75.26(7). *See* Attachment C. This agreement states that the property owner and CH Renewables have agreed that CH Renewables has “an exclusive option to lease” a portion of the property and “to acquire easements over certain portions of the Property for access and transmission lines and for any other improvements as may be necessary for the construction, ownership, operation and maintenance of the Project.” Upon exercise of the option, the property owner agrees to lease the site to CH Renewables and grant such easements as may be necessary. The parties also explicitly acknowledge that this is a binding agreement.

22. In rejecting CH Renewables’ interconnection application for the Clement Run site, Penelec also ignores the binding nature of this agreement, which clearly gives CH

Renewables the exclusive option to lease the site, and which obligates the property owner to lease the site to CH Renewables if the option is exercised. The contract terms clearly show that CH Renewables has the site control necessary for interconnection purposes, as provided by this “other legally binding agreement” consistent with Section 75.36(7).

23. Finally, regarding the Brook Hollow site, CH Renewables similarly submitted Exhibit D to the Option Agreement as evidence of site control as required by Section 75.26(7). *See* Attachment E. This agreement states that the property owner and CH Renewables have agreed that CH Renewables has “an exclusive option to lease the site,” and upon exercise of that option, the property owner agrees to lease the site to CH Renewables and grant any easements as may be necessary. The parties also explicitly acknowledge that this is a binding agreement.

24. As with the Clement Run and Wayside Church sites, West Penn’s rejection of the Brook Hollow application ignores the binding nature of Option Agreement, which clearly gives CH Renewables the exclusive option to lease the site, and the property owner is obligated to lease the site to CH Renewables if the option is exercised. The contract terms clearly show that CH Renewables has the site control necessary for interconnection purposes, as provided by this “other legally binding agreement” consistent with Section 75.36(7).

25. FirstEnergy’s position that it will now only accept a tax bill, deed, or lease agreement as evidence of site control²⁰ is blatantly contrary to the Commission’s regulation. FirstEnergy’s position is premised on an incomplete and incorrect reading of Section 75.36(7), which entirely ignores the regulation’s plain language providing that “other legally binding agreements” are acceptable to provide evidence of site control.

²⁰ *See* Attachment C at 1-2; Attachment D at 2 and 4; Attachment E at 1.

26. As such, CH Renewables respectfully requests that the Commission issue a Declaratory Order finding that Option to Lease Agreements are “other legally binding contracts” that provide sufficient evidence of site control necessary to meet the interconnection requirements at 52 Pa. Code § 75.36(7).

B. Request for Expedited Treatment

27. Further, CH Renewables respectfully requests that the Commission consider and address this Petition on an expedited basis.

28. FirstEnergy’s incorrect and arbitrary interpretation of the regulation is anticompetitive and is causing direct and irreparable harm to CH Renewables, as it prevents CH Renewables from timely completing its pending projects and interconnecting those projects to the grid. This incorrect and arbitrary interpretation of the regulation creates the potential for CH Renewables to lose a unique business opportunity to control land and property which cannot be fully compensated by money damages. FirstEnergy’s arbitrary and incorrect interpretation of CH Renewables Option to Lease Agreements constitutes an unfair method of competition, which damages the reputation of CH Renewables and cannot be fully compensated by money damages. FirstEnergy’s new interpretation will also invariably increase the overall cost of the project.

29. FirstEnergy’s rejection of CH Renewables’ Option to Lease Agreements may cause CH Renewables to lose its place in the interconnection queue. Given that there is a limited amount of capacity available on the grid, if CH Renewables loses its place in the queue, it could result in the loss of a significant opportunity or, even losing the ability to interconnect to the grid at all. This would jeopardize the projects’ existence and would cause irreparable harm to CH Renewables, which cannot be remedied by monetary damages. Further, even if the project is

ultimately able to interconnect to the grid, delays in interconnection may significantly damage CH Renewables' business reputation and increase the overall cost of the project.

30. To avoid or limit the irreparable harm caused by First Energy's incorrect interpretation and recent anticompetitive practice and, given the clear and discrete nature of the legal issue here, CH Renewables respectfully requests that the Commission consider this matter on an expedited basis and issue a Declaratory Order as expeditiously as possible.

V. CONCLUSION

WHEREFORE, based on the foregoing, CH Renewables respectfully requests that the Commission issue an Order declaring that option agreements and/or letters of intent are “other legally binding contracts” that provide sufficient evidence of site control necessary to meet the interconnection requirements at 52 Pa. Code § 75.36(7). CH Renewables further requests that the Commission consider this matter on an expedited basis.

Respectfully submitted,

/s/ Renardo L. Hicks

Renardo L. Hicks, Esquire (I.D. No. 40404)
Carl R. Shultz, Esquire (I.D. No. 70328)
Eckert Seamans Cherin & Mellott, LLC
213 Market St., 8th Floor
Harrisburg, PA 17101
(717) 237-6000 (phone)
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600 Grant Street, 44th Floor
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(412) 566-6000 (phone)
(412) 566-6099 (fax)
lburge@eckertseamans.com

Date: April 9, 2025

*Counsel for CH Renewables Development
Management I, L.L.C.*

VERIFICATION

I, Laurence Pelosi, am Vice President of CH Renewables Acquisitions, LLC (“CH Renewables”), and I hereby state that the facts set forth in the foregoing **Petition** are true and correct to the best of my knowledge, information and belief and that I expect CH Renewables to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

/s/ Laurence Pelosi

Dated: April 9, 2025

Laurence Pelosi
Vice President
CH Renewables Acquisitions, LLC

ATTACHMENT A

From: [Riean Norman](#)
To: [PN_Interconnection](#)
Cc: [Tim Marvich](#); [Mary-Margaret Hertz](#); [Allen, Weston \(Trout, Neil A\)](#)
Subject: RE: PN-GENIC-4578 REPA Townline Rd Application CLERICALLY COMPLETE
Date: Wednesday, March 12, 2025 1:21:00 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.jpg](#)

Weston,

Thank you for the update. We're available the week of 03/31 Monday through Thursday from 11am to 1:30pm ET for a scoping call.

We look forward to speaking with you soon.



Riean Norman

Vice President

3715 Northside Parkway, Building 200, Suite 800 | Atlanta, GA 30327

rnorman@crowholdings.com

C: 404.932.6397

From: PN_Interconnection <pn_interconnection@firstenergycorp.com>
Sent: Wednesday, March 12, 2025 1:15 PM
To: Riean Norman <rnorman@crowholdings.com>; PN_Interconnection <pn_interconnection@firstenergycorp.com>
Cc: Tim Marvich <tmarvich@crowholdings.com>; Mary-Margaret Hertz <mhertz@crowholdings.com>; Allen, Weston (Trout, Neil A) <allenw@firstenergycorp.com>
Subject: PN-GENIC-4578 REPA Townline Rd Application CLERICALLY COMPLETE

External Email

Hello,

This application has been deemed complete and is moving forward to our Regulatory department for review. They have 20 business days to review the application and file it with the PUC. If revisions are necessary, they'll reach out to PN Interconnection. The PUC has 10 business days to issue their formal ruling. A notice from the PUC is emailed to us and to the email address listed on the application once determination has been made. The next step is to schedule a scoping call to discuss a high-level overview of your project with our planner(s).

Please provide a time frame during the week of March 31st, 2025 to set up this call. Additionally, please add any team members you would like to attend this call in the reply to this email and a teams call will be scheduled.

Kind regards,



Weston A.
Penelec Interconnection
Email: pn_interconnection@firstenergycorp.com

From: Riean Norman <rnorman@crowholdings.com>
Sent: Friday, February 28, 2025 11:36 AM
To: PN_Interconnection <pn_interconnection@firstenergycorp.com>
Cc: Tim Marvich <tmavich@crowholdings.com>; Mary-Margaret Hertz <mhertz@crowholdings.com>
Subject: [EXTERNAL] RE: PN-GENIC-4578 REPA Townline Rd Application REVISIONS REQUESTED

External Sender, use caution with links/attachments. Click 'Report Message' in Outlook if suspicious.

Penelec Interconnection Department:

Thank you for the feedback. The attached application (previously provided) includes the lat./lon. coordinates for the new Service Point Address. Please let us know if additional information is needed.

Additionally, as requested, please see the attached Battery Addendum.

Thank you,



Riean Norman
Vice President
3715 Northside Parkway, Building 200, Suite 800 | Atlanta, GA 30327
rnorman@crowholdings.com
C: 404.932.6397

From: PN_Interconnection <pn_interconnection@firstenergycorp.com>
Sent: Friday, February 21, 2025 9:08 AM
To: Riean Norman <rnorman@crowholdings.com>; PN_Interconnection <pn_interconnection@firstenergycorp.com>
Cc: Tim Marvich <tmavich@crowholdings.com>; Mary-Margaret Hertz

<mhertz@crowholdings.com>

Subject: PN-GENIC-4578 REPA Townline Rd Application REVISIONS REQUESTED

External Email

Hello,

We have completed the review of **PN-GENIC-4578 REAP Townline Rd**, and the following will need to be corrected to move forward with the application:

- **NEMR**
 - Service Point Address
 - Please add GPS
- **Battery Addendum**
 - Please fill out and attach the following document
 - [PN Level 2 3 Interconnection Application Agreement \(firstenergycorp.com\)](#)
 - If there is no battery storage, please indicate N/A and sign
 - This is a recent change, previously no document or an empty document was acceptable. Apologies for the inconvenience

Kind regards,



Penelec Interconnection

Email: pn_interconnection@firstenergycorp.com

From: Riean Norman <rnorman@crowholdings.com>

Sent: Tuesday, February 11, 2025 9:30 AM

To: PN_Interconnection <pn_interconnection@firstenergycorp.com>

Cc: Tim Marvich <tmarvich@crowholdings.com>; Mary-Margaret Hertz <mhertz@crowholdings.com>

Subject: [EXTERNAL] RE: PN-GENIC-4578 REPA Townline Rd Application REVISIONS REQUESTED

External Sender, use caution with links/attachments. Click 'Report Message' in Outlook if suspicious.

Penelec Interconnection Department:

As requested, attached please find:

- An updated level 3 interconnection application with a Current Annual Energy Consumption of 111,427 kWh per the load sheet

- A revised site plan that indicates the PCC location (see p.12 of attached application)
- A certification for UL 1741-SB and IEEE 1547 for the CPS 125 kW Inverter
- An updated load sheet

Thank you and please let if you need additional information.



Riean Norman

Vice President

3715 Northside Parkway, Building 200, Suite 800 | Atlanta, GA 30327

rnorman@crowholdings.com

C: 404.932.6397

From: Riean Norman

Sent: Monday, February 3, 2025 4:47 PM

To: PN_Interconnection <pn_interconnection@firstenergycorp.com>

Subject: RE: PN-GENIC-4578 REPA Townline Rd Application REVISIONS REQUESTED

Thank you for the feedback. We're working on this and will respond as soon as possible.



Riean Norman

Vice President

3715 Northside Parkway, Building 200, Suite 800 | Atlanta, GA 30327

rnorman@crowholdings.com

C: 404.932.6397

From: PN_Interconnection <pn_interconnection@firstenergycorp.com>

Sent: Monday, February 3, 2025 12:00 PM

To: Riean Norman <rnorman@crowholdings.com>; PN_Interconnection

<pn_interconnection@firstenergycorp.com>

Subject: PN-GENIC-4578 REPA Townline Rd Application REVISIONS REQUESTED

External Email

Hello,

We have completed the review of **PN-GENIC-4578 REAP Townline Rd**, and the following will need to be corrected to move forward with the application:

- **FirstEnergy Interconnection Application**
 - Current Annual Energy Consumption Field.
 - This value is determined by the load sheet

Per your calculations, this value should be 111,481 kWh

- **Site Plan**
 - Please indicate the PCC location on the site plan
- **Spec Sheets**
 - Please attach a certification for UL 1741-SB and IEEE 1547 for the CPS 125 kW Inverter.
 - This certification is a different document from the attached spec sheet
- **Load Sheet**
 - The typical load sheet used is attached to this email
 - If you find filling in this information brings a new value, please update the application to reflect this value

Kind regards,



Penelec Interconnection

Email: pn_interconnection@firstenergycorp.com

From: Riean Norman <rnorman@crowholdings.com>

Sent: Thursday, November 14, 2024 1:05 PM

To: PN_Interconnection <pn_interconnection@firstenergycorp.com>

Subject: [EXTERNAL] RE: PN-GENIC-4578 REAP Townline Rd Application Review

External Sender, use caution with links/attachments. Click 'Report Message' in Outlook if suspicious.

Penelec Interconnection Department:

Thank you for the email. Please see attached and our notes below in red.



Riean Norman

Vice President

3715 Northside Parkway, Building 200, Suite 800 | Atlanta, GA 30327

rnorman@crowholdings.com

C: 404.932.6397

From: Bohorquez, Oliver <obohorquez@firstenergycorp.com> **On Behalf Of** PN_Interconnection

Sent: Thursday, November 7, 2024 12:55 PM

To: Riean Norman <rnorman@crowholdings.com>; PN_Interconnection

<pn_interconnection@firstenergycorp.com>

Subject: PN-GENIC-4578 REAP Townline Rd Application Review

External Email

Hello,

We have completed the review of **PN-GENIC-4578 REAP Townline Rd**, and the following will need to be corrected to move forward with the application:

- **FirstEnergy Interconnection Application** *See Attached.*
 - Please add coordinates to the Facility address
 - Estimated In-Service Date is cut off
 - Please fill in the Current Annual Energy Consumption Field.
- **FirstEnergy Net Energy Metering Rider**
 - No Comment.
- **Site Plan**
 - Please ensure elements of One Line Drawing are shown in the site plan. *I confirmed with our engineers that all elements from SLD are shown on the site plan.*
- **One Line Drawing**
 - No Comments.
- **Spec Sheets**
 - Please attach a certification for UL 1741-SB and IEEE 1547 for the CPS 125 kW Inverter. *Attached.*
- **Load Sheet**
 - Please complete attached Load sheet to the best of your knowledge. *Please provide additional direction on the building service load form. For this project, all loads would be 0. Is the intent to evaluate our “parasitic load estimates”? Our engineers have been asked to provide this information for other PPL projects (see attached). We are happy to fill out the load sheet with 0 but just want to confirm.*
- **Site Control**
 - No Comment.

If you have any questions, please let us know. Thanks!

Kind regards,



Penelec Interconnection

Email: pn_interconnection@firstenergycorp.com

From: Riean Norman <rnorman@crowholdings.com>

Sent: Monday, September 23, 2024 1:50 PM

To: PN_Interconnection <pn_interconnection@firstenergycorp.com>

Subject: [EXTERNAL] RE: Level 3 Interconnection application - REAP Townline Solar

External Sender, use caution with links/attachments. Click 'Report Message' in Outlook if suspicious.

Hello,

In addition to the interconnection application we sent last week, I've attached proof of site control and an assignment document showing the affiliation between the lease and REAP Townline Solar.

Please let me know if you need additional information.

Thank you,



Riean Norman

Vice President

3715 Northside Parkway, Building 200, Suite 800 | Atlanta, GA 30327

rnorman@crowholdings.com

C: 404.932.6397

From: Riean Norman

Sent: Friday, September 20, 2024 4:44 PM

To: PN_Interconnection <pn_interconnection@firstenergycorp.com>

Cc: Tim Marvich <tmavich@crowholdings.com>

Subject: RE: Level 3 Interconnection application - REAP Townline Solar

Penelec Interconnection Department:

Attached, please find our interconnection application and associated documents for a 3MW NEM project. Additionally, we're processing a check in the amount of \$6,350 to be mailed to your office. I'll send you the tracking number as soon as it's generated.

Once received, please let us know the next steps in the interconnection application process.

Thank you,



Riean Norman

Vice President

3715 Northside Parkway, Building 200, Suite 800 | Atlanta, GA 30327

rnorman@crowholdings.com

C: 404.932.6397

From: PN_Interconnection <pn_interconnection@firstenergycorp.com>
Sent: Monday, September 16, 2024 11:51 AM
To: Riean Norman <rnorman@crowholdings.com>
Subject: RE: RE: PA Interconnection application - W9 request

External Email

See attached.



DISTRIBUTED ENERGY RESOURCES
5404 EVANS ROAD
ERIE, PA 16509
FAX 330-245-5665
PN_INTERCONNECTION@FIRSTENERGYCORP.COM

From: Riean Norman <rnorman@crowholdings.com>
Sent: Thursday, August 22, 2024 12:49 PM
To: PN_Interconnection <pn_interconnection@firstenergycorp.com>
Cc: Tim Marvich <tmarvich@crowholdings.com>
Subject: [EXTERNAL] RE: PA Interconnection application - W9 request

External Sender, use caution with links/attachments. Click 'Report Message' in Outlook if suspicious.

Penelec Interconnection Department:

Our accounting team needs a W9 before we can generate a check to submit with our interconnection application. Can you please provide?

Thank you



Riean Norman
Vice President
3715 Northside Parkway, Building 200, Suite 800 | Atlanta, GA 30327
rnorman@crowholdings.com
C: 404.932.6397

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DocuSign Envelope ID: D4EC2E0B-4A89-43C6-A8D5-0817A28CC040

EXHIBIT D TO OPTION AGREEMENT

DOCUMENT PREPARED BY AND
AFTER RECORDING, PLEASE RETURN TO:

3819 Maple Avenue
Dallas, Texas 75219
Attn: Legal Department

Parcel ID Numbers: 37034132002800, 37034132002801, 37034132002802 and 37034132002803

Space above this line for Recorder's use

MEMORANDUM OF OPTION TO GROUND LEASE AGREEMENT

This MEMORANDUM OF OPTION TO GROUND LEASE AGREEMENT (the "Memorandum") is made and entered into as of Sept 9, 2024 by and between Debora Chiz Novakowski and Stephen G. Novakowski ("Owner") with an address of 107 Ascot Ct, Harmony, PA 16037, and CH Renewables Acquisitions, LLC ("Optionee") with an address of 3819 Maple Avenue, Dallas, Texas 75218.

RECITALS

A. Owner is the owner of the real property located in the Municipality of North East, County of Erie, Commonwealth of Pennsylvania, more particularly described in Exhibit A attached hereto and made a part hereof (the "Property").

B. Pursuant to that certain Option to Ground Lease Agreement dated as of Sept 9, 2024 (the "Agreement"), Owner has granted Optionee the exclusive option to lease a portion of the Property ("Site") and to acquire easements over certain portions of the Property for access and transmission lines and for any other improvements as may be necessary for the construction, ownership, operation and maintenance of the Project.

C. The parties are executing and recording this Memorandum so that third parties shall have notice of Optionee's exclusive option to lease the Site, and of the rights and obligations of Owner and Optionee under the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Owner has granted to Optionee an exclusive option to lease the Site and, upon the exercise of the option, Owner agrees to lease the Site to Optionee and to grant easements over the Property as may be necessary, in accordance with the terms and provisions of the Agreement.

2. The Agreement provides for an Option Period of four (4) years commencing upon the Effective Date of the Agreement, which Optionee may extend for an additional period of one (1) year.

Exhibit D to Option Agreement

DocuSign Envelope ID: D4EC2E0B-4A89-43C6-A8D5-0817A28CC040

3. All of the terms, conditions and agreements contained within the Agreement are fully incorporated herein by reference as if fully set forth herein. This Memorandum is not intended to change the terms of the Agreement and, in the event of a conflict between the terms and conditions of this Memorandum and the Agreement, the terms and conditions of the Agreement shall control. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

4. This Memorandum shall be governed by the laws of the Commonwealth of Pennsylvania.

5. The parties agree that this Memorandum may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

6. Copies of the Agreement are on file at the Optionee's address set forth above.

[Signature pages follow]

Commonwealth of Pennsylvania
County of _____

This instrument was acknowledged before me as _____ of _____
_____ (name) of _____ (person)
_____ (type of authority, e.g., officer, broker, etc.) of
_____ (name of party in behalf of whom instrument was
acknowledged)

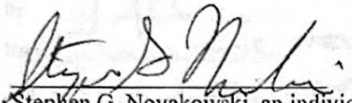


Docusign Envelope ID: D4EC2E0B-4A89-43C6-A8D5-0817A28CC040

IN WITNESS WHEREOF, the parties have caused this Memorandum to be duly executed under seal and delivered as of the date first written above.

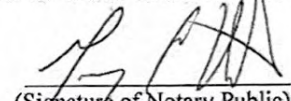
OWNER:


Debora Chiz Novakowski, an individual


Stephen G. Novakowski, an individual

Commonwealth of Pennsylvania :
County of Erie :

This instrument was acknowledged before me on August 30, 2017 (date) by Debora Chiz Novakowski; Stephen G. Novakowski (name/s) of person/s as themselves / Individuals (type of authority, e.g., officer, trustee, etc.) of themselves / Individuals (name of party on behalf of whom instrument was executed).


(Signature of Notary Public)

(Seal)

Commonwealth of Pennsylvania - Notary Seal
GUY C. ORTON - Notary Public
Erie County
My Commission Expires September 10, 2025
Commission Number 1191291

OPTIONEE:

CH Renewables Acquisitions, LLC,
a Delaware limited liability company

By:

Name:

LR
Laurence Pelosi

Title:

VICE PRESIDENT

Washington DC
Commonwealth of Pennsylvania
County of Erie Washington DC

This instrument was acknowledged before me on 09/12/2024 (date) by
Laurence Pelosi (name/s) of CH Renewables (person/s) as
Vice president (type of authority, e.g., officer, trustee, etc.) of
CH Renewables (name of party on behalf of whom instrument was
executed).

Donita Whorley
(Signature of Notary Public)



Exhibit D to Option Agreement

Docusign Envelope ID: D4EC2E0B-4A89-43C6-A8D5-0817A28CC040

Exhibit A to Option Agreement

Legal Description of Property

TOWNLIN RD LOT 1 12.01 AC

TOWNLIN RD LOT 2 10.92 AC

TOWNLIN RD LOT 3 10.92 AC

TOWNLIN RD LOT 4 10.91 AC NET
11.13 AC GROSS

Exhibit A to Option Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** is dated as of September 17, 2024 and entered into between CH Renewables Acquisitions, LLC, a Delaware limited liability company (“Assignor”), and REPA Townline Road Solar, L.L.C., a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor and Debora Chiz Novakowski & Stephen G. Novakowski are parties to that certain Option to Ground Lease Agreement made and entered into as of September 9, 2024 (the “Assigned Agreement”); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept and assume from Assignor, all rights and obligations of Assignor under the Assigned Agreement.

NOW, THEREFORE, Assignor and Assignee agree as follows.

1. Sale and Assignment. For good and valuable consideration, Assignor hereby assigns, conveys, sells, delivers, sets over and transfers to Assignee, all of Assignor’s rights, title and interest in, under and to all of Assignor’s rights and obligations under the Assigned Agreement.

2. Assumption. Assignee hereby accepts the sale and assignment contained in Section 1 hereof and assumes all obligations of Assignor accruing on or after the date hereof under, and agrees to be bound to the same extent as Assignor by, all the terms of the Assigned Agreement assigned hereby.

3. Successors and Assigns. This Assignment and Assumption Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. Further Assurances. Assignor agrees to execute and deliver to the Assignee such further instruments as the Assignee may deem necessary to make effective this Assignment and Assumption Agreement and the covenants contained herein.

5. Governing Law. This Assignment and Assumption Agreement shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment and Assumption Agreement as of the date first set forth above.

ASSIGNOR

CH Renewables Acquisitions, LLC

By: Laurence Pelosi
Name: Laurence Pelosi
Title: Vice President

ASSIGNEE

REPA Townline Road Solar, L.L.C.

By: Laurence Pelosi
Name: Laurence Pelosi
Title: Vice President

ATTACHMENT B

From: [PP_Interconnection](#)
To: [Riean Norman](#)
Cc: [Tim Marvich](#)
Subject: RE: PP-GENIC 1719 - REPA Crooked Creek
Date: Monday, November 4, 2024 3:26:35 PM
Attachments: [image002.png](#)
[image003.png](#)
[Crooked Creek Scoping Call Template.docx](#)

External Email

Good afternoon,

Please see the scoping call summary attached. Please advise if you have any questions. Thanks!

Kind regards,



Penn Power Interconnection

Email: pp_interconnection@firstenergycorp.com

From: Riean Norman <rnorman@crowholdings.com>
Sent: Monday, November 4, 2024 1:46 PM
To: PP_Interconnection <pp_interconnection@firstenergycorp.com>
Cc: Tim Marvich <tmarvich@crowholdings.com>
Subject: [EXTERNAL] RE: PP-GENIC 1719 - REPA Crooked Creek

External Sender, use caution with links/attachments. Click 'Report Message' in Outlook if suspicious.

Hello,

Will you please provide the scoping call summary document discussed during our call? We've received the combined application from your attorney and the PUC approval, but we don't have the scoping call summary with initial estimates.

Thank you,



Riean Norman

Vice President

3715 Northside Parkway, Building 200, Suite 800 | Atlanta, GA 30327

rnorman@crowholdings.com

C: 404.932.6397

From: Riean Norman
Sent: Monday, September 23, 2024 1:01 PM
To: PP_Interconnection <pp_interconnection@firstenergycorp.com>
Cc: Tim Marvich <tmarvich@crowholdings.com>
Subject: RE: PP-GENIC 1719 - REPA Crooked Creek

Received. Looking forward to the call.

Thank you!



Riean Norman
Vice President
3715 Northside Parkway, Building 200, Suite 800 | Atlanta, GA 30327
rnorman@crowholdings.com
C: 404.932.6397

From: PP_Interconnection <pp_interconnection@firstenergycorp.com>
Sent: Monday, September 23, 2024 10:16 AM
To: Riean Norman <rnorman@crowholdings.com>
Cc: Tim Marvich <tmarvich@crowholdings.com>
Subject: RE: PP-GENIC 1719 - REPA Crooked Creek

External Email

Good morning,

I sent an invite from my personal email. Please forward the meeting invite to anyone that you believe should be invited. Thanks!

Kind regards,



Penn Power Interconnection
Email: pp_interconnection@firstenergycorp.com

From: Riean Norman <rnorman@crowholdings.com>
Sent: Friday, September 20, 2024 1:07 PM
To: PP_Interconnection <pp_interconnection@firstenergycorp.com>
Cc: Tim Marvich <tmarvich@crowholdings.com>
Subject: [EXTERNAL] RE: PP-GENIC 1719 - REPA Crooked Creek

External Sender, use caution with links/attachments. Click 'Report Message' in Outlook if suspicious.

Received, thank you.

We are available 10/7 – 10/11 anytime between 11am – 5pm ET. Please let us know what works best for you.



Riean Norman
Vice President
3715 Northside Parkway, Building 200, Suite 800 | Atlanta, GA 30327
rnorman@crowholdings.com
C: 404.932.6397

From: PP_Interconnection <pp_interconnection@firstenergycorp.com>
Sent: Friday, September 20, 2024 12:18 PM
To: Riean Norman <rnorman@crowholdings.com>
Cc: Tim Marvich <tmarvich@crowholdings.com>
Subject: PP-GENIC 1719 - REPA Crooked Creek

External Email

Hello,

This application has been deemed complete and is moving forward to our Regulatory department for review. They have 20 business days to review the application and file it with the PUC. If revisions are necessary, they'll reach out to PP Interconnection. The PUC has 10 business days to issue their formal ruling. A notice from the PUC is emailed to us and to the email address listed on the application once determination has been made. The next step is to schedule a scoping call to discuss a high-level overview of your project with our planner(s). Please provide availability during the week of 10/7 for a meeting. Thanks!

Kind regards,



Penn Power Interconnection

Email: pp_interconnection@firstenergycorp.com

From: Riean Norman <rnorman@crowholdings.com>
Sent: Friday, September 20, 2024 11:20 AM
To: PP_Interconnection <pp_interconnection@firstenergycorp.com>
Cc: Tim Marvich <tmarvich@crowholdings.com>
Subject: [EXTERNAL] RE: PP-GENIC 1719 - REPA Crooked Creek application review

External Sender, use caution with links/attachments. Click 'Report Message' in Outlook if suspicious.

Hello,

The correct project name is Crooked Creek Solar LLC. I've attached the correct assignment agreement.

Please excuse the confusion.

Thank you,



Riean Norman
Vice President
3715 Northside Parkway, Building 200, Suite 800 | Atlanta, GA 30327
rnorman@crowholdings.com
C: 404.932.6397

From: PP_Interconnection <pp_interconnection@firstenergycorp.com>
Sent: Friday, September 20, 2024 11:10 AM
To: Riean Norman <rnorman@crowholdings.com>
Cc: Tim Marvich <tmarvich@crowholdings.com>
Subject: RE: PP-GENIC 1719 - REPA Crooked Creek application review

External Email

Good morning,

The application is in the legal name of REPA Crooked Creek Solar LLC. This assignment is in the name of REPA Townline Road Solar LLC.

Please advise which is the correct legal name. Thanks!

Kind regards,



Penn Power Interconnection

Email: pp_interconnection@firstenergycorp.com

From: Riean Norman <rnorman@crowholdings.com>

Sent: Tuesday, September 17, 2024 1:22 PM

To: PP_Interconnection <pp_interconnection@firstenergycorp.com>

Cc: Tim Marvich <tmarvich@crowholdings.com>

Subject: [EXTERNAL] RE: PP-GENIC 1719 - REPA Crooked Creek application review

External Sender, use caution with links/attachments. Click 'Report Message' in Outlook if suspicious.

Hello,

As requested, please see attached. Please let us know what the next stage is and timing.

Thank you!



Riean Norman

Vice President

3715 Northside Parkway, Building 200, Suite 800 | Atlanta, GA 30327

rnorman@crowholdings.com

C: 404.932.6397

From: PP_Interconnection <pp_interconnection@firstenergycorp.com>

Sent: Thursday, September 12, 2024 10:08 AM

To: Riean Norman <rnorman@crowholdings.com>

Cc: Tim Marvich <tmarvich@crowholdings.com>

Subject: RE: PP-GENIC 1719 - REPA Crooked Creek application review

External Email

Good morning,

Please provide an assignment document showing relationship between CH Renewables and REPA Crooked Creek. Once received, I can push the application onto the next stage. Thanks!

Kind regards,



Penn Power Interconnection

Email: pp_interconnection@firstenergycorp.com

From: Riean Norman <rnorman@crowholdings.com>

Sent: Tuesday, August 20, 2024 6:07 PM

To: PP_Interconnection <pp_interconnection@firstenergycorp.com>

Cc: Tim Marvich <tmavich@crowholdings.com>

Subject: [EXTERNAL] RE: PP-GENIC 1719 - REPA Crooked Creek application review

External Sender, use caution with links/attachments. Click 'Report Message' in Outlook if suspicious.

Hello,

Thank you for the feedback. As requested, please see attached. Additionally, we've updated the project name to the entity that will own the project.

Thank you and please let me know if you need additional information.



Riean Norman

Vice President

3715 Northside Parkway, Building 200, Suite 800 | Atlanta, GA 30327

rnorman@crowholdings.com

C: 404.932.6397

From: PP_Interconnection <pp_interconnection@firstenergycorp.com>

Sent: Thursday, August 15, 2024 10:51 AM

To: Riean Norman <rnorman@crowholdings.com>
Cc: Tim Marvich <tmavich@crowholdings.com>
Subject: PP-GENIC 1719 - Crooked Creek application review

External Email

Good morning,

Please adjust your single line diagram to match the configuration show in Figure 3. The set up should start with switch->utility meter->switch->recloser->customer meter. Also, the transformer should be grounded-wye to grounded-wye. Please advise if you have any questions. Thanks!

Kind regards,



Penn Power Interconnection

Email: pp_interconnection@firstenergycorp.com

From: Riean Norman <rnorman@crowholdings.com>
Sent: Tuesday, July 23, 2024 11:51 AM
To: PP_Interconnection <pp_interconnection@firstenergycorp.com>
Cc: Tim Marvich <tmavich@crowholdings.com>
Subject: PP-GENIC 1719 - Crooked Creek appl

External Sender, use caution with links/attachments. Click 'Report Message' in Outlook if suspicious.

Penn Power Interconnection Department:

Per the email below, attached please find our interconnection application and associated documents for a 3MW NEM project. Additionally, I've attached evidence of a check in the amount of \$6,350 that was mailed to the address provided below.

Please let me know what the next steps are once you receive this information.

Thank you,

Riean Norman
Vice President
3715 Northside Parkway, Building 200, Suite 800 | Atlanta, GA 30327



rnorman@crowholdings.com
C: 404.932.6397

From: PP_Interconnection <pp_interconnection@firstenergycorp.com>
Sent: Thursday, June 20, 2024 2:24 PM
To: Riean Norman <rnorman@crowholdings.com>
Cc: Tim Marvich <tmavich@crowholdings.com>
Subject: RE: PA Interconnection application - larger than 2MW

External Email

Good afternoon,

For projects larger than 2MW please complete the Level 2 application, selecting Level 3 in the available drop down on page 1. I've included the application fee breakdown below; please mail a check to the address listed. You may submit all corresponding documents to this email address. Please be sure to include the application, NEMR, site plans, single line diagram, spec sheets and site control documents. Please reach out with any questions. Thanks!

[Pennsylvania Interconnection \(firstenergycorp.com\)](https://www.firstenergycorp.com/pennsylvania-interconnection)

Application Fees:

- Level 1 (up to 10kW) - \$100.00
- Level 2 (up to 2MW) - \$250.00 + \$1.00 per kW
- Level 3 (up to 3MW) - \$350.00 + \$2.00 per kW

Penn Power

Attn: Regional Engineering – Interconnection
800 Cabin Hill Drive
Greensburg, PA 15601

Kind regards,



Penn Power Interconnection

Email: pp_interconnection@firstenergycorp.com

From: Riean Norman <rnorman@crowholdings.com>
Sent: Thursday, June 20, 2024 12:47 PM
To: PP_Interconnection <pp_interconnection@firstenergycorp.com>
Cc: Tim Marvich <tmavich@crowholdings.com>
Subject: [EXTERNAL] RE: PA Interconnection application - larger than 2MW

External Sender, use caution with links/attachments. Click 'Report Message' in Outlook if suspicious.

Penn Power Interconnection Department:

The attached PA interconnection application directed me to contact Penn Power directly for the appropriate application/procedures to interconnect a net metering project greater than 2,000 kW.

Please let us know where we can access this application/information.

Thank you,



Riean Norman
Vice President
3715 Northside Parkway, Building 200, Suite 800 | Atlanta, GA 30327
rnorman@crowholdings.com
C: 404.932.6397

From: Riean Norman
Sent: Wednesday, June 19, 2024 4:15 PM
To: PP_interconnection@firstenergycorp.com
Subject: Interconnection larger than 2MW

Hello,

Will you please direct me to the rules for interconnecting a solar project larger than 2MWac?

Thank you,



Riean Norman
Vice President
3715 Northside Parkway, Building 200, Suite 800 | Atlanta, GA 30327
rnorman@crowholdings.com
C: 404.932.6397

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EXHIBIT D TO OPTION AGREEMENT

DOCUMENT PREPARED BY AND
AFTER RECORDING, PLEASE RETURN TO:

3819 Maple Avenue
Dallas, Texas 75219
Attn: Legal Department

Parcel ID No: _____

Space above this line for Recorder's use

MEMORANDUM OF OPTION TO GROUND LEASE AGREEMENT

This MEMORANDUM OF OPTION TO GROUND LEASE AGREEMENT (the "**Memorandum**") is made and entered into as of 7-1-24, 2024, by and between Raymond A. & Virginia Ellis ("**Optionor**") with an address of 5875 B Main Street, Hartstown, PA 16131, and CH Renewables Acquisitions, LLC ("**Optionee**") with an address of 3819 Maple Avenue, Dallas, TX 75218.

RECITALS

A. Owner is the owner of the real property located in West Fallowfield Township, County of Crawford, Commonwealth of Pennsylvania, more particularly described in Exhibit A attached hereto and made a part hereof (the "**Property**").

B. Pursuant to that certain Option to Ground Lease Agreement dated as of _____, (the "**Agreement**"), Optionor has granted Optionee the exclusive option to lease a portion of the Property ("**Site**") and to acquire easements over certain portions of the Property for access and transmission lines and for any other improvements as may be necessary for the construction, ownership, operation and maintenance of the Project.

C. The parties are executing and recording this Memorandum so that third parties shall have notice of Optionee's exclusive option to lease the Site, and of the rights and obligations of Optionor and Optionee under the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Optionor has granted to Optionee an exclusive option to lease the Site and, upon the exercise of the option, Optionor agrees to lease the Site to Optionee and to grant easements over the Property as may be necessary, in accordance with the terms and provisions of the Agreement.

2. The Agreement provides for an Option Period of three (3) years commencing upon the Effective Date of the Agreement, which Optionee may extend for an additional period of one (1) year.

3. All of the terms, conditions and agreements contained within the Agreement are fully incorporated herein by reference as if fully set forth herein. This Memorandum is not intended to change the terms of the Agreement and, in the event of a conflict between the terms and conditions of this Memorandum and the Agreement, the terms and conditions of the Agreement shall control. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

4. This Memorandum shall be governed by the laws of the Commonwealth of Pennsylvania.

5. The parties agree that this Memorandum may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

6. Copies of the Agreement are on file at the Optionee's address set forth above.

[Signature pages follow]

Exhibit A to Option Agreement

Legal Description of Property

ALL that certain piece or parcel of land situate in the West Fallowfield Township, Crawford County, Pennsylvania, bounded and described as follows, to-wit:

ON the North by lands now or formerly of L. D. Ellis and Harry Ellis, formerly Mitchell; on the East by a public road leading from Hartstown to Adamsville; on the South by lands now or formerly of James Andrews, now or formerly the McQuiston Farm; and on the West by land now or formerly of James McGranahan, said land containing 53 acres, be the same more or less.

CRAWFORD COUNTY ASSESSMENT NUMBER 2504-008

[Signature Page Continued]

OWNER:

By: Raymond A Ellis
Name: RAYMOND A ELLIS
Title: Owner

Commonwealth of Pennsylvania :
County of Crawford :

This instrument was acknowledged before me on 7-14-24 (date) by
RAYMOND A ELLIS (name/s of person/s) as

(type of authority, e.g., officer, trustee, etc.) of
(name of party on behalf of whom instrument was
executed).

Gene R Hunter
(Signature of Notary Public)

(Seal)

Commonwealth of Pennsylvania - Notary Seal
Gene R. Hunter, Notary Public
Crawford County
My commission expires November 30, 2026
Commission number 1076321
Member, Pennsylvania Association of Notaries

IN WITNESS WHEREOF, the parties have caused this Memorandum to be duly executed under seal and delivered as of the date first written above.

OWNER:

By: *Virginia M Ellis*
Name: VIRGINIA M ELLIS
Title: LIFE ESTATE OWNER

Commonwealth of Pennsylvania :
County of Crawford :

This instrument was acknowledged before me on 7-14-24 (date) by VIRGINIA M. ELLIS (name/s of person/s) as _____ (type of authority, e.g., officer, trustee, etc.) of _____ (name of party on behalf of whom instrument was executed).

Gene R. Hunter
(Signature of Notary Public)

(Seal)

Commonwealth of Pennsylvania - Notary Seal
Gene R. Hunter, Notary Public
Crawford County
My commission expires November 30, 2026
Commission number 1076321
Member, Pennsylvania Association of Notaries

[Signature Page Continued]

OPTIONEE:

CH Renewables Acquisitions, LLC,
a Delaware limited liability company

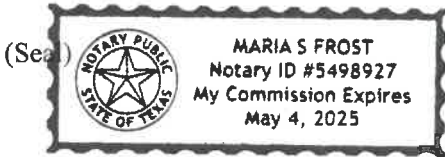
By:

Name: Laurence Pelosi
Title: Vice President

State of Texas
~~Commonwealth of Pennsylvania~~ :
County of Dallas :

This instrument was acknowledged before me on July 9, 2024 (date) by
Laurence Pelosi (name/s of person/s) as
Officer (type of authority, e.g., officer, trustee, etc.) of
CH Renewables (name of party on behalf of whom instrument was
executed).

Maria S. Frost
(Signature of Notary Public)



ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** is dated as of September 17, 2024 and entered into between CH Renewables Acquisitions, LLC, a Delaware limited liability company (“Assignor”), and REPA Townline Road Solar, L.L.C., a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor and Debora Chiz Novakowski & Stephen G. Novakowski are parties to that certain Option to Ground Lease Agreement made and entered into as of September 9, 2024 (the “Assigned Agreement”); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept and assume from Assignor, all rights and obligations of Assignor under the Assigned Agreement.

NOW, THEREFORE, Assignor and Assignee agree as follows.

1. Sale and Assignment. For good and valuable consideration, Assignor hereby assigns, conveys, sells, delivers, sets over and transfers to Assignee, all of Assignor’s rights, title and interest in, under and to all of Assignor’s rights and obligations under the Assigned Agreement.

2. Assumption. Assignee hereby accepts the sale and assignment contained in Section 1 hereof and assumes all obligations of Assignor accruing on or after the date hereof under, and agrees to be bound to the same extent as Assignor by, all the terms of the Assigned Agreement assigned hereby.

3. Successors and Assigns. This Assignment and Assumption Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. Further Assurances. Assignor agrees to execute and deliver to the Assignee such further instruments as the Assignee may deem necessary to make effective this Assignment and Assumption Agreement and the covenants contained herein.

5. Governing Law. This Assignment and Assumption Agreement shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment and Assumption Agreement as of the date first set forth above.

ASSIGNOR

CH Renewables Acquisitions, LLC

By: Laurence Pelosi
Name: Laurence Pelosi
Title: Vice President

ASSIGNEE

REPA Townline Road Solar, L.L.C.

By: Laurence Pelosi
Name: Laurence Pelosi
Title: Vice President

ATTACHMENT C

From: [Mary-Margaret Hertz](#)
To: [PN Interconnection](#)
Cc: [Riean Norman](#); [Tim Marvich](#)
Subject: Re: PN-GENIC-4799 REPA Clement Run Solar LLC REVISIONS REQUESTED
Date: Wednesday, March 19, 2025 4:48:45 PM
Attachments: [image001.png](#)
[image002.png](#)
[PA-Battery Addendum Clement Run.pdf](#)
[UPDATED Assignment & Site Control.pdf](#)
[UPDATED 3.PA-Level-3 Interconnection Application \(Clement Run\).pdf](#)
[Outlook-A picture .png](#)

Good afternoon,

My comments below are in response to the requested updates.

- **FirstEnergy Interconnection Application**
 - Please confirm Current Annual Energy Consumption.
 - It should match the parasitic load calculations.
 - Load sheet provided shows 117,638 kWh

RESPONSE: This has been updated in the attached IR application to match the calculations from the load sheet (also now included in the application file). Since lat/lon coordinates have been requested amendments on other Penelec interconnection applications, I have also updated this application and the NEM Rider Application to include those in the Facility Address to prevent further delay.

- **Battery Addendum**
 - Please fill out and attach the following document
 - [PN Level 2 3 Interconnection Application Agreement \(firstenergycorp.com\)](#)
 - If there is no battery storage, please indicate N/A, sign, and submit as well

RESPONSE: This has been completed and is attached to this email.

- **Site Control**
 - Please provide appropriate lease agreement documentation to **REPA Clement Run Solar, LLC**
 - Note: We are not able to accept an LOI or an Option Agreement as a valid form of site control, as it is not a legally binding contract or any of the other mentioned document as defined in 52 Pa. Code §75.36 (7). In the past we have accepted LOIs, we will still honor them for applications that have already received PUC approval. Starting now and moving forward we are following the regulations more strictly and not accepting

LOIs and Option agreements as site control.

RESPONSE: The Assignment & Assumption Agreement is now included which assigns the rights of site control to REPA Clement Run Solar, LLC. Our option to lease agreement with the landowner is an exclusive, legally binding contract between two parties (tenant and landlord) that gives us REPA Clement Run Solar, LLC the right, but not the obligation, to enter into a lease agreement for the landlord's property within a specific timeframe. The option to lease clearly meets the legally binding intent of the statute and obviously did so until this recent FE legal guidance. Please provide further clarification as to why Penelec/FE does not agree.

Thank you,



Mary-Margaret Hertz

Director

1530 Wilson Boulevard, Suite 330 | Arlington, VA 22209 (Remote)

mhertz@crowholdings.com

M: 945.341.2564

From: PN_Interconnection

Sent: Tuesday, March 18, 2025 9:13 PM

To: Mary-Margaret Hertz; PN_Interconnection

Cc: Riean Norman; Tim Marvich

Subject: PN-GENIC-4799 REPA Clement Run Solar LLC REVISIONS REQUESTED

External Email

Hello,

We have completed the review of **PN-GENIC-4799 REPA Clement Run Solar LLC**, and the following will need to be corrected to move forward with the application:

- **FirstEnergy Interconnection Application**
 - Please confirm Current Annual Energy Consumption.
 - It should match the parasitic load calculations.
 - Load sheet provided shows 117,638 kWh
- **Battery Addendum**
 - Please fill out and attach the following document
 - [PN Level 2 3 Interconnection Application Agreement \(firstenergycorp.com\)](#)

If there is no battery storage, please indicate N/A, sign, and submit as well

- **Site Control**
 - Please provide appropriate lease agreement documentation to **REPA Clement Run Solar, LLC**
 - Note: We are not able to accept an LOI or an Option Agreement as a valid form of site control, as it is not a legally binding contract or any of the other mentioned document as defined in 52 Pa. Code §75.36 (7). In the past we have accepted LOIs, we will still honor them for applications that have already received PUC approval. Starting now and moving forward we are following the regulations more strictly and not accepting LOIs and Option agreements as site control.

If you have any questions, please let us know. Thanks!

Kind regards,



Weston A.
Penelec Interconnection
Email: pn_interconnection@firstenergycorp.com

From: Mary-Margaret Hertz <mhertz@crowholdings.com>
Sent: Tuesday, March 11, 2025 1:56 PM
To: PN_Interconnection <pn_interconnection@firstenergycorp.com>
Cc: Riean Norman <rnorman@crowholdings.com>; Tim Marvich <tmarvich@crowholdings.com>
Subject: [EXTERNAL] Re: PN-GENIC-4799 REPA Clement Run Solar LLC Interconnection application

External Sender, use caution with links/attachments. Click 'Report Message' in Outlook if suspicious.

Penelec,

Please find attached our Proof of Site Control. If there is anything further that will be needed to deem our application complete, please let me know.

Thank you,



Mary-Margaret Hertz
Director
1530 Wilson Boulevard, Suite 330 | Arlington, VA 22209 (Remote)
mhertz@crowholdings.com

M: 945.341.2564

From: Mary-Margaret Hertz
Sent: Thursday, February 27, 2025 6:26 PM
To: pn_interconnection@firstenergycorp.com <pn_interconnection@firstenergycorp.com>
Cc: Riean Norman <rnorman@crowholdings.com>; Tim Marvich <tmarvich@crowholdings.com>
Subject: RE: PN-GENIC-4799 REPA Clement Run Solar LLC Interconnection application

Penelec,

This is in response to an email you sent my colleague, Riean Norman, on 2/19/25 at 4:36pm. Apologies for the delay in response to your request for corrections to the REPA *Clement* Run Solar LLC Interconnection application. Please note the project name is "REPA Clement Run Solar, LLC" not Cement Run.

1. Confirming that the Current Annual Energy Consumption is 117,638 kWh, as stated on the parasitic load calculations sheet
2. Spec Sheets
 1. Inverter Datasheet verifying UL-1741SB Certification is attached
 2. Certificate of Compliance for UL Certification of Inverters is attached
3. Site Control
 1. We have executed an agreement to evidence site control and are gathering documents. I will respond with that information once ready.

Thank you,



Mary-Margaret Hertz

Director

1530 Wilson Boulevard, Suite 330 | Arlington, VA 22209 (Remote)

mhertz@crowholdings.com

M: 945.341.2564

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original message.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** is dated as of November 25, 2024 and entered into between CH Renewables Acquisitions, LLC, a Delaware limited liability company ("Assignor"), and REPA Clement Run Solar, L.L.C., a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Nancy L. Diener, an individual, are parties to that certain Option to Ground Lease Agreement made and entered into as of November 18, 2024 (the "Assigned Agreement"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept and assume from Assignor, all rights and obligations of Assignor under the Assigned Agreement.

NOW, THEREFORE, Assignor and Assignee agree as follows.

1. Sale and Assignment. For good and valuable consideration, Assignor hereby assigns, conveys, sells, delivers, sets over and transfers to Assignee, all of Assignor's rights, title and interest in, under and to all of Assignor's rights and obligations under the Assigned Agreement.

2. Assumption. Assignee hereby accepts the sale and assignment contained in Section 1 hereof and assumes all obligations of Assignor accruing on or after the date hereof under, and agrees to be bound to the same extent as Assignor by, all the terms of the Assigned Agreement assigned hereby.

3. Successors and Assigns. This Assignment and Assumption Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. Further Assurances. Assignor agrees to execute and deliver to the Assignee such further instruments as the Assignee may deem necessary to make effective this Assignment and Assumption Agreement and the covenants contained herein.

5. Governing Law. This Assignment and Assumption Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment and Assumption Agreement as of the date first set forth above.

ASSIGNOR

CH Renewables Acquisitions, LLC

By: Laurence Pelosi
Name: Laurence Pelosi
Title: Vice President

ASSIGNEE

REPA Clement Run Solar, L.L.C.

By: Laurence Pelosi
Name: Laurence Pelosi
Title: Vice President

OPTION TO GROUND LEASE AGREEMENT

This OPTION TO GROUND LEASE AGREEMENT (this “**Agreement**”) is entered into as of the Effective Date by and between Owner and Optionee. In consideration of the mutual promises of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Optionee and Owner hereby agree as follows:

BASIC OPTION PROVISIONS

EFFECTIVE DATE 11/18/2024, 2024.

OWNER
Nancy L. Diener

OPTIONEE **CH Renewables Acquisitions, LLC**, a Delaware limited liability company.

PROPERTY That real property consisting of the parcel(s) located in Rose Township, County of Jefferson, Commonwealth of Pennsylvania as more particularly described on **Exhibit A**, together with any improvements located thereon and rights, benefits and easements appurtenant to the parcel(s).

LAND Approximately One Hundred Ninety-One and Three Hundred Forty Thousandths (191.340) acres of the Property as depicted on **Exhibit B**, together with all appurtenant rights and easements.

OPTION PERIOD Four (4) years from the Effective Date, which Optionee may extend for an additional period of one (1) year pursuant to Section 2(a).

OPTION PAYMENT An annual amount equal to [REDACTED] to be paid in advance in annual installments of the total annual amount pursuant to Section 2(b) below (each an “**Option Payment**”, and collectively, the “**Option Payments**”).

THIRD PARTY INTERESTS (List Section 7(f) items or “None”) None

LIST OF EXHIBITS

- EXHIBIT A – Legal Description of the Property
- EXHIBIT B – Depiction of the Land
- EXHIBIT C – Form of Ground Lease
- EXHIBIT D – Form of Memorandum of Option

1. **Grant of Option.** Owner hereby grants to Optionee the exclusive option (the “**Option**”) to lease all or any portion of the Land and obtain any easements upon other portions of the

Property reasonably required for access and transmission lines (the “**Easements**” and together with the Land, the “**Premises**”) that Optionee deems necessary for the Project (defined below),

in accordance with this Agreement. If Optionee exercises the Option in accordance with Section 3 below, the parties shall enter into the ground lease agreement (the “**Lease**”) in the form attached hereto as Exhibit C and incorporated herein by this reference. “**Project**” shall mean the solar electric generating facility, and any related facilities to be constructed and operated on the Premises.

2. **Option Period and Payment.**

(a) **Option Period.** The period during which the Option may be exercised shall commence on the Effective Date and continue until the expiration of the Option Period as described in the Basic Option Provisions above. Optionee shall have the right to extend the Option Period for one (1) additional one (1) year period, provided that Optionee delivers notice to Owner of its intent to extend the Option Period at least thirty (30) days prior to the original expiration of the Option Period. Notwithstanding the foregoing, the Option Period shall automatically terminate upon the earlier of (i) execution of the Lease by Owner and Optionee; (ii) Optionee providing written notice of its election to cancel this Agreement (in Optionee’s sole and absolute discretion); or (iii) 5:00 p.m. where the Property is located on the date of expiration of the Option Period.

(b) **Option Payment.** Within sixty (60) days after the Effective Date, Optionee shall pay to Owner the first annual installment of the Option Payment and shall make each subsequent installment of the Option Payment on an annual basis thereafter.

3. **Notice of Exercise of Option.** Optionee may exercise the Option at any time during the Option Period by delivering to Owner a written proposed plan of development and a written notice exercising the Option (collectively, the “**Option Notice**”).

4. **Closing.** Upon delivery of the Option Notice to Owner in accordance with Section 3 above, the execution of the Lease by Owner and Optionee (the “**Closing**”) shall take place on the date designated by Optionee.

5. **Due Diligence; Title.**

(a) **Due Diligence.** Within ten (10) days following the Effective Date, Owner will provide Optionee with copies of all leases, contracts, studies, reports (including all environmental reports), maps, surveys, litigation documentation, correspondence and any other materials in Owner’s possession or reasonable control that are material to evaluating the Property.

(b) **Title.** Optionee, at Optionee’s cost, may obtain a preliminary title report (the “**Title Report**”) and/or survey (the “**Survey**”) for the Property. If Optionee, in its sole discretion, determines that the existence, use, operation, implementation or exercise of any matters identified by the Title Report or Survey could materially delay, interfere with, impair or prevent Optionee’s development, operation or financing of the Project, then Optionee may notify Owner of such issues and Owner shall cooperate with Optionee in efforts to obtain a release, subordination, non-disturbance agreement, consent or other agreement (in a form reasonably acceptable to Optionee) from the holder(s) of such rights.

6. **Right of Entry**

(a) **Investigations.** Beginning on the Effective Date and throughout the Option Period, Owner shall provide to Optionee, its employees, agents, contractors, and current or potential lenders or investors, reasonable access to the Property to conduct the Survey, evaluate, conduct and perform inspections, including soil and water testing, environmental assessments (Phase I and/or Phase II), engineering surveys, topographical, structural and geo-technical tests, and such other tests and inspections (collectively, the “**Investigations**”) that Optionee may deem necessary or advisable in its sole discretion, upon Optionee providing at least twenty-four (24) hours’ prior notice to Owner. Optionee shall keep the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Optionee in connection with the Investigations. Optionee shall remove, or cause the removal of, any such

lien by bond or otherwise within sixty (60) days after Optionee becomes aware of the existence of such lien and if Optionee shall fail to do so, Owner may pay the amount necessary to remove such lien, without being responsible for investigating the validity thereof.

(b) **Optionee Indemnification of Owner.** Optionee shall indemnify, defend and hold Owner harmless from and against all claims, losses, liabilities, damages, losses, costs or expenses (including, without limitation, reasonable attorneys' fees) (collectively, "**Claims**") caused by entry onto the Property or portions thereof by Optionee, its agents or contractors during the Option Period; provided, however, that Optionee shall have no obligation or duty to indemnify, defend or hold Owner harmless from Claims (including, without limitation, Claims that the Property has declined in value) (i) arising out of, resulting from or incurred in connection with the results or findings of Optionee's Investigations, or (ii) to the extent such Claims are due to the negligence or willful misconduct of Owner or its employees, agents or contractors. Notwithstanding the foregoing, Optionee's indemnification obligations shall not extend to any conditions on, at or under the Property in existence as of the Effective Date, except and to the extent such conditions are aggravated by the gross negligence or willful misconduct of Optionee or its employees, agents or contractors. Optionee's obligations hereunder shall survive the termination or expiration of the Option Period for one (1) year.

7. **Owner's Representations and Warranties.** Owner makes the following representations and warranties, which shall be true as of the Effective Date, the date the Option is exercised by Optionee, and shall survive the expiration or termination of this Agreement:

(a) **Authority.** Owner has the full legal right, power and authority, without the consent of any additional party or parties, to enter into this Agreement and to perform, its obligations hereunder. The execution and delivery of this Agreement and the consummation of all transactions and performance of all obligations contemplated

hereby have been duly authorized and will not conflict with, or result in a breach of any of the terms or provisions of, or constitute a default under, any document or instrument to which Owner is a party.

(b) **Binding on Owner.** The person executing this Agreement on behalf of Owner has full power and authority to bind Owner to the obligations set forth herein, and upon execution and delivery of the same, this Agreement will constitute a valid and binding instrument enforceable in accordance with its terms.

(c) **Claims or Actions.** There are no current, pending or contemplated actions, administrative inquiries or proceedings, suits, arbitrations, claims or proceedings commenced by any person or governmental entity affecting Owner, the Property or any portion thereof.

(d) **No Violation of Laws.** To the best of Owner's knowledge, the Property is not in violation of any applicable federal, state, local or other laws, regulations or codes (the "**Laws**") and Owner has not received notice pertaining to the violation of any Laws affecting the Property or any portion thereof, and Owner has no knowledge of any facts which might be a basis for any such notice.

(e) **Bankruptcy.** Owner has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any voluntary petition by its creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of its assets; or (iv) suffered the attachment or other judicial seizure of all or substantially all of its assets.

(f) **Fee Owner; Liens.** Owner holds the entire fee simple interest in the Property. Except as previously disclosed by Owner to Optionee in writing or as disclosed in the Title Report or Survey, Owner represents that there are no liens upon Owner's right, title or interest in the Property other than liens for monetary obligations for which Owner shall obtain a SNDA pursuant to Section 8(a). Except as otherwise listed in the Basic Option

Provisions, Owner has not granted or entered into any other options, rights of first refusal, offers to purchase or lease or agreements to sell or lease all or any part of the Property (“**Third Party Interests**”) other than with Optionee pursuant hereto.

(g) **Environmental Laws.** To the best of Owner’s knowledge, the Property, including, but not limited to, all improvements, facilities, structures and equipment thereon, and the soil and groundwater thereunder, is not in violation of any Environmental Laws (as defined in the Lease). No release or threatened release of any Hazardous Substance (as defined in the Lease) has occurred, or is occurring, at, on, under, from or to the Property, and no Hazardous Substance is present in, on, under or about, or migrating to or from the Property that could give rise to a claim under any Environmental Laws. Neither Owner nor, to the best of Owner’s knowledge, any third party has used, generated, manufactured, produced, stored or disposed of on, under or about the Property, or transported to or from the Property any Hazardous Substances in violation of Environmental Laws. To the best of Owner’s knowledge there are not now and never have been any underground storage tanks, containers or wells located on or under the Property and there is no asbestos contained in, forming part of, or contaminating any part of the Property or improvements thereon.

During the Option Period, Owner shall timely notify Optionee in writing of any changes affecting any of the foregoing representations and warranties.

(h) **OFAC.** Owner is in compliance with the regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), or other governmental action relating thereto.

(i) **Land Conservation Program.** No portion of the Property is enrolled in any federal, state or local land conservation program, including, without limitation, the “Clean and Green” program implemented by the Pennsylvania Department of Agriculture (any such program being a “**Land Conservation Program**”).

8. **Owner’s Covenants.** Owner hereby covenants and agrees that, from and after the Effective Date, though the Option Period and, if the Option is exercised, thereafter during the period up to and including the Closing:

(a) **Owner Mortgages.** Owner shall use commercially reasonable efforts to deliver to Optionee a subordination, non-disturbance and attornment agreement(s), in form and substance reasonably acceptable to Optionee (each, a “**SNDA**”) from the current holder(s) of any deed of trust, mortgage or other lien encumbering the Property. Owner shall make all payments required under any loan secured by a mortgage or deed of trust encumbering the Property and pay all real property taxes and assessments levied or imposed against the Property and before any of the same become delinquent. During the Option Period, Owner shall not mortgage or otherwise encumber its interest in the Property without providing Optionee with fifteen (15) days prior written notice thereof and an SNDA reasonably acceptable to Optionee from such holder(s) of any deed of trust, mortgage or other lien encumbering the Property.

(b) **Mortgage of Optionee’s Interest.** Optionee shall have the right to obtain financing from one or more Financing Parties (as defined in the Lease) by way of a direct or collateral assignment of this Agreement to a Financing Party. Notwithstanding the fact that the parties to this Agreement have not yet executed the Lease, Owner agrees that the provisions of Section 14 (Mortgage of Tenant’s Interest) of the Lease shall apply to any such financing related to this Agreement by any Financing Party.

(c) **Permits; Cooperation with Development.** Optionee shall have the right to

apply for, at Optionee's expense, applications for land use entitlements, environmental approvals and permits, site plans, and subdivision or minor land division requests and parcel maps. Owner shall cooperate with Optionee in Optionee's efforts to obtain such approvals by executing such documents as are reasonably necessary.

(d) **Use of the Property.** Owner will not commit waste on the Property or otherwise materially change the Property, nor will Owner agree to grant or permit any easement, lease, license, right of access or other possessory right in the Premises to any third party without the prior written consent of Optionee. Owner shall materially comply with all Laws applicable to the Property. Owner shall not enroll the Property in any Land Conservation Program.

9. **Insurance.** Effective as of the date Optionee enters the Property for the Investigations, and continuing through the Option Period, Optionee shall obtain and maintain liability insurance for its activities on the Property. Such insurance will be in the amount of One Million Dollars (\$1,000,000) per occurrence and will name Owner as an additional insured but only for liability arising out of Optionee's operations on the Property.

10. **Assignment.** Optionee shall have the right to assign its rights and obligations under this Agreement to any Optionee affiliate, third party, and/or party providing financing to Optionee without the prior consent of Owner. Owner shall not have any right to assign its rights and obligations under this Agreement without Optionee's prior written consent, not to be unreasonably withheld, conditioned or delayed.

11. **Termination.**

(a) **Default.** Each of the following events shall constitute an event of default by the applicable party and shall permit the non-defaulting party to terminate this Agreement and pursue the remedies described below, which, as to Owner, shall consist solely of the remedies described in Section 11(b) below, and, as to Optionee, shall consist of all other appropriate remedies including specific performance of Owner's obligations under this Agreement and

the Lease (provided the Option is exercised by Optionee) or to terminate this Agreement and recover all Option Payments paid to Owner in addition to Optionee's other damages.

(i) The failure of Optionee to pay amounts required to be paid hereunder when due, where such failure continues for thirty (30) days after Optionee has received written notice of such failure from Owner;

(ii) The failure of either party to perform any of the other terms, agreements or conditions set forth in this Agreement, where such failure continues for forty-five (45) days (or such longer period required to cure such failure, not to exceed ninety (90) days), after receipt of written notice from the other party; or

(iii) A party files for bankruptcy or has an involuntary petition in bankruptcy or a request for appointment of a receiver filed against it, where such involuntary petition or request is not dismissed within ninety (90) days after filing.

(b) **Owner Remedies – Liquidated Damages.** EXCEPT FOR (I) OPTIONEE'S INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT, AND (II) OWNER'S ABILITY TO SEEK DAMAGES OR ANY OTHER REMEDY AT LAW OR IN EQUITY FOR PERSONAL INJURIES OR PROPERTY DAMAGE CAUSED BY OPTIONEE WHILE ON THE PROPERTY, OWNER'S SOLE REMEDY UPON AN EVENT OF DEFAULT BY OPTIONEE SHALL BE TO RETAIN THE OPTION PAYMENTS IT HAS THEN RECEIVED AS LIQUIDATED DAMAGES FOR SUCH DEFAULT OF OPTIONEE, AND IN SUCH EVENT, OPTIONEE SHALL HAVE NO FURTHER RIGHT WHATSOEVER TO LEASE THE PREMISES AND OWNER SHALL HAVE NO RIGHT TO SEEK ANY FURTHER DAMAGES OR REMEDY, AT LAW OR IN EQUITY. THE PARTIES AGREE THAT IT WOULD BE IMPRACTICAL AND/OR EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES THAT WOULD BE SUFFERED

OPTIONEE. SUCH RETENTION OF THE OPTION PAYMENTS BY OWNER IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO OWNER AND SHALL NOT BE DEEMED TO CONSTITUTE A FORFEITURE OR PENALTY. OPTIONEE AND OWNER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION 11 AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

ND
Owner's Initials

UP
Optionee's Initials

(c) **Termination by Optionee Absent Default by Owner.** If Optionee determines, in its sole and absolute discretion, that the Land is unsuitable or undesirable for leasing by Optionee, Optionee shall have the right to terminate this Agreement by giving written notice thereof to Owner and this Agreement shall terminate on the date specified in Optionee's written notice. If the Agreement is terminated during the Option Period pursuant to the preceding sentence, then neither party shall have any further rights or obligations hereunder, provided, however, that Owner shall retain all Option Payments it shall have received hereunder prior to the date of termination of the Option Agreement and any provisions hereof that expressly survive termination of this Agreement shall remain in effect.

12. **Arbitration.** The parties agree that any dispute, controversy, claim or disagreement between or among them arising out of, concerning or relating to this Agreement will be settled by arbitration administered by the American Arbitration Association. The arbitrator will be, to the fullest extent available, either a retired judge or selected from a panel of persons trained and expert in the subject area of the asserted claims. All claims will be decided by one arbitrator, to be selected in accordance with the rules of the American Arbitration Association. An award may be entered against a party who fails to appear at a duly noticed hearing. The decision of the arbitrator may be entered and enforced as a final judgment in any court of competent jurisdiction.

(a) **Place of Arbitration.** The place of arbitration will be the city of Brookville, Pennsylvania, unless the American Arbitration Association has no offices in that location, in such case the place of arbitration shall be the closest American Arbitration Association office.

(b) **No Consolidation.** It is the intent of both parties that they will only apply for dispute resolution under this Section 12 in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding, or in a private attorney general capacity. Accordingly, the arbitrator is not empowered to consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

(c) **Findings and Reasons Required.** The arbitrator will prepare in writing and provide to the parties, an award including factual findings and the reasons on which their decision is based.

(d) **No Power to Commit Errors.** The arbitrator will not have the power to commit errors of law or legal reasoning, and the award is subject to review for legal error, confirmation, correction, or vacatur in a state court of competent jurisdiction.

(e) **Provisional Remedies.** This Section 12 will not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

(f) **Confidentiality.** The parties will maintain the confidential nature of the arbitration proceeding and the arbitration award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

(g) **Punitive or Exemplary Damages.** In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where mandated by statute, and

prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

(g) **Punitive or Exemplary Damages**. In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where mandated by statute, and the parties waive any right to recover any such damages. This Section 12 will survive the termination or expiration of this Agreement.

(h) **Fees**. The parties will share equally the arbitrator's fees and other costs of the arbitration, and costs of appeal. If any party fails or refused to pay its share of the cost of arbitration, the other party may, at its option, (i) elect to pay the entire cost of the arbitration, in which case the obligation of the nonpaying party to otherwise participate in the arbitration is not excused; or (ii) immediately proceed to litigation. Regardless of which party ultimately prevails, the court, if litigation is elected, or the arbitrator, if arbitration is elected, will award costs and expenses incurred as a result of such failure or refusal to the party who paid the costs of arbitration.

13. **Miscellaneous**.

(a) **Attorneys' Fees**. In the event of any action between the parties hereto for enforcement or interpretation of any of the terms or conditions of this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees actually incurred, together with its other reasonable out-of-pocket costs and expenses, including expert witness fees, accounting and other professional fees.

(b) **Waiver of Jury Trial**. EACH PARTY HERETO WAIVES, TO THE FULL EXTENT PERMITTED BY LAW, THE RIGHT TO A JURY TRIAL IN ANY LITIGATION CONCERNING THIS AGREEMENT OR ANY DEFENSE, CLAIM, COUNTERCLAIM,

CLAIM OF SET-OFF OR SIMILAR CLAIM OF ANY NATURE.

(c) **Confidentiality**. Other than as set forth in the Memorandum of Option, Owner will maintain in strict confidence, for the sole benefit of Optionee, the existence and the terms of this Agreement, any confidential information provided by or on behalf of Optionee and the transactions contemplated herein, provided, however, Owner may disclose this Agreement and the transactions contemplated herein to Owner's affiliates, subsidiaries, attorneys, consultants, professional advisors, lenders, investors or other agents or professional advisors, or as required by law.

(d) **Counterparts**. This Agreement may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby agree signatures transmitted by email shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered and hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

(e) **Time Periods**. If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or holiday, the time for performance will be extended to the next business day.

(f) **No Waiver**. The failure of either party to require strict performance by the other party of any provision of this Agreement will not be considered a waiver of any other provision, nor prevent any party from enforcing that or any other performance at any time thereafter.

(g) **Further Assurances**. The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

(h) **Governing Law.** This Agreement is made pursuant to, and shall be construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to choice or conflicts of laws rules. The exclusive jurisdiction for litigation of any dispute relating to this Agreement will be the Common Pleas Court of Jefferson County, Pennsylvania.

(i) **Amendments; Entire Agreement.** This Agreement contains the entire agreement between the parties and is intended by the parties to set forth their entire agreement with respect to the subject matter hereof, and any agreement hereafter made shall be ineffective to change, modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. Owner and Optionee agree that all prior or contemporaneous oral or written agreements between or amongst themselves or their agents are merged in or revoked by this Agreement.

(j) **Partial Invalidity.** If any term or provision of this Agreement is, to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(k) **Successors and Assigns.** This Agreement, and the rights and obligations of the parties hereto, shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, executors, administrators and permitted assigns.

(l) **Interpretation.** Each party acknowledges that it has been represented by or had the opportunity to be represented by legal counsel in its review of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

(m) **Survival of Terms.** All covenants, representations and warranties contained in this Agreement shall survive Closing. Those provisions in this Agreement which by their terms are intended to be or must be performed in whole or in part after the Closing or after termination of this Agreement shall survive Closing and the termination of this Agreement.

(n) **Headings.** The headings herein are inserted only for convenience and shall have no effect in interpreting the meaning of any provision.

(o) **Time is of the Essence.** Time is of the essence in this Agreement and each and every provision of this Agreement.

(p) **Memorandum of Option.** Contemporaneously with the execution of this Agreement, the parties shall execute and acknowledge a Memorandum of Option to Lease Agreement to be recorded in the official records of the county where the Property is located (the “**Memorandum**”) in the form attached as **Exhibit D.** Optionee may record the Memorandum at any time after the Effective Date.

(q) **Publicity.** Except as required by law and tax purposes, Owner shall not use the name or logo of Optionee or affiliates for any purpose without the prior written consent of Optionee.

(r) **Notices.** All notices, approvals, disapprovals or elections required or permitted to be given under this Agreement shall be in writing and shall be (i) delivered personally; (ii) mailed by certified or registered mail, return receipt requested; (iii) sent by email transmission; or (iv) sent by Federal Express or other professional carrier, to the parties at the addresses listed below or at such other addresses as shall be designated by Optionee or Owner in writing. Except as expressly set forth in this Agreement, notices shall be deemed given upon delivery or tender of delivery to the intended recipient; provided, however, that (x) notice sent by email or facsimile

shall only be deemed received when both (A) the sender has electronic confirmation that it was sent to all parties (and has retained a confirmation of the delivery) and (B) at least one addressee entitled to notice for the applicable party has acknowledged receipt of the transmission; and (y) if a post office box is provided as the notice address, notice shall be deemed to have been given or made five (5) days after being deposited in the United States mail with appropriate postage prepaid. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

Owner Address

Nancy L. Diener
1287 Woodruff Place
Morgantown, WV 26505
Attn: _____
Phone: (304) 599-4027
E-mail: NancyLDiener@gmail.com

Optionee Address

General Counsel
M. Kevin Bryant
kbryant@crowholdings
3819 Maple Avenue, Dallas, Texas 75218

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be duly executed under seal and delivered as of the date first written above.

OWNER:

Nancy L. Diener
Nancy L. Diener

State of West Virginia
County of monongalia

This instrument was acknowledged before me on November 1st, 2024 by Nancy L. Diener.

(Seal)



[Signature]
(Signature of Notary Public)

OPTIONEE:

CH Renewables Acquisitions, LLC
a Delaware limited liability company

By: Laurence Pelosi
Name: Laurence Pelosi
Title: Vice President

Commonwealth of Pennsylvania
County of _____

This instrument was acknowledged before me on _____, 2024 by _____ as _____ of CH Renewables Acquisitions, LLC a Delaware limited liability company.

(Seal)

(Signature of Notary Public)

Exhibit A to Option Agreement**Legal Description of Property****32-322-0110**

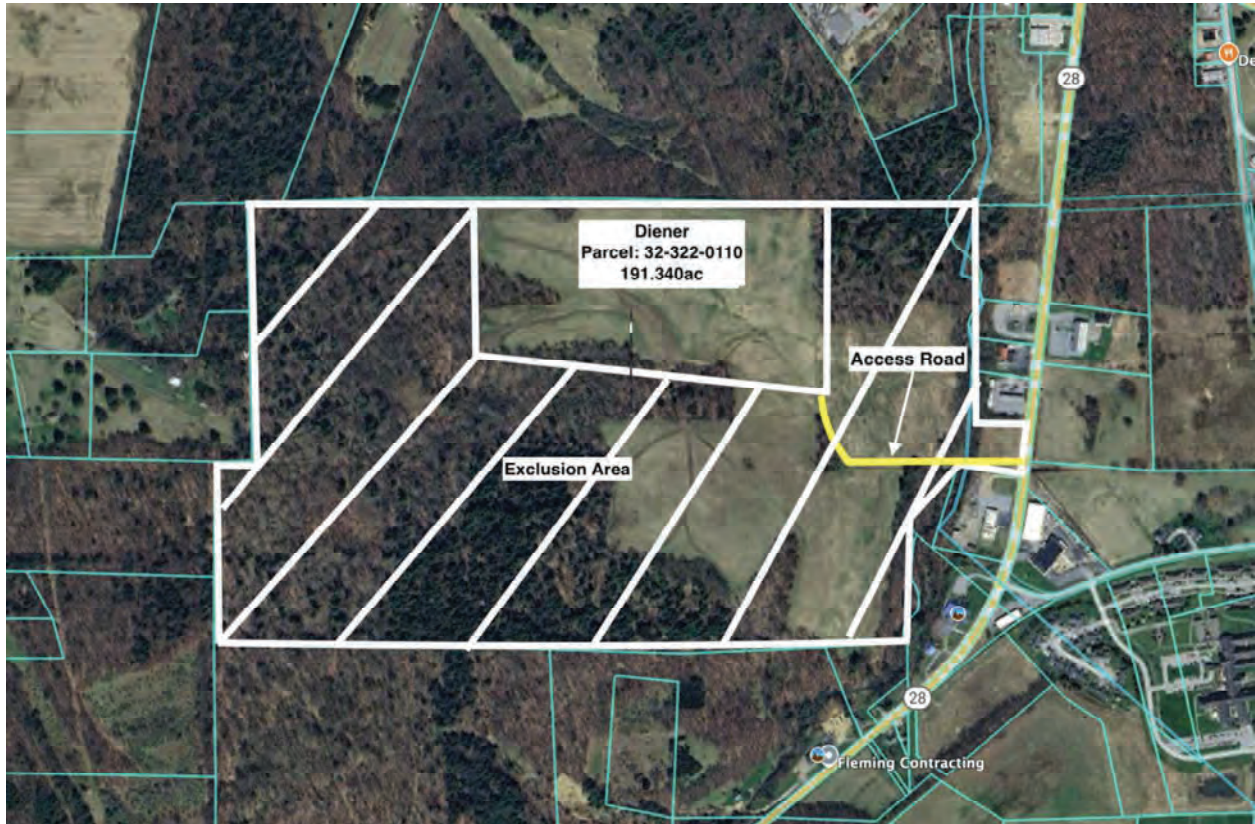
TRACT NUMBER 3: ALL that certain tract of land situate in Rose Township, Jefferson County, Pennsylvania, bounded and described as follows: BEGINNING at the northwest corner of a 6.9 acre parcel conveyed to George Diener by Robert Diener, by Deed dated July 26, 1983; thence in a southerly direction along the centerline of Clement Run, said centerline forming the westerly boundary line of said property being conveyed to George Diener, Leo Mayo, Walter Sandt, and a 5.2 acre parcel to a point on the south side of a farm road now existing; thence in an Easterly direction along the south side of said farm road to the northwest corner of land now or formerly of Oscar A. Imber; thence along the Westerly boundary line of said lands now or formerly of Imber, South 9° 51' 30" West, a distance of 390.32 feet; thence North 71° 58' West, a distance of 156.3 feet to the centerline of said Clement Run; thence along the centerline of said Clement Run and the westerly boundary line of said 5.2 acre parcel above described, to the northerly boundary line of land now or formerly of Francis Keim; thence in a Westerly direction along the north boundary line of said lands now or formerly of Francis Keim and Mildred McGarey, a distance of 3,505 feet, more or less, to lands now or formerly of W. McAfoos; thence in a Northerly direction along the easterly boundary line of lands now or formerly of W. McAfoos and E. DiDonna, a distance of 809 feet, more or less; thence in an Easterly direction along the south boundary line of land now or formerly of R. McElhinney, a distance of 132 feet, more or less; thence in a Northerly direction along the eastern boundary line of said properties now or formerly of R. McElhinney and M. Shoffstall, a distance of 1,298 feet, more or less; thence in an Easterly direction along the south boundary line of land now or formerly of L. Means, A. Spencer, Moore Heirs, and W. Henry et al., a distance of 3,984 feet, more or less, to a point and place of beginning; CONTAINING 190 acres, more or less. The above-described tract of land is known as a part of Parcel Number 32-322-0110 on the Jefferson County Assessment Maps.

EXCEPTING AND RESERVING unto George H. Diener and Robert G. Diener, as tenants in common, all of the coal and clay in, upon and under said premises, together with the right to mine and remove the same.

Exhibit B to Option Agreement

Depiction of the Land

PIN: 32-322-0110 (191.340 Acres)



ATTACHMENT D

From: [Riean Norman](#)
To: [PP_Interconnection](#)
Cc: [Mary-Margaret Hertz](#); [Tim Marvich](#)
Subject: RE: PP-GENIC 1974 - REPA Wayside Church Part 1
Date: Tuesday, March 11, 2025 4:31:00 PM
Attachments: [Blank Electronic Load Sheet - Wayside.pdf](#)
[image002.png](#)
[image003.png](#)
[SMA Inverter O.P. Peak Panel Spec Sheet.pdf](#)
[UL CoC SHP-US-21.pdf](#)
[Wayside Church Site Control Agreement Redacted.pdf](#)
[PA-Level-234-Interconnection-Application \(Wayside Church\) FX \(v2\).pdf](#)

Penn Power Interconnection,

Thank you for the feedback. Attached please find our:

- Updated Interconnection Application
- Inverter Data Sheet
- Module Data Sheet
- Electronic Load Sheet
- Inverter UL Certificate of Compliance
- Site Control Verification

Please let us know if anything further is needed and what the next steps will be.

Thank you,



Riean Norman

Vice President

3715 Northside Parkway, Building 200, Suite 800 | Atlanta, GA 30327

rnorman@crowholdings.com

C: 404.932.6397

From: Tim Marvich <tmarvich@crowholdings.com>
Sent: Wednesday, March 5, 2025 5:47 PM
To: PP_Interconnection <pp_interconnection@firstenergycorp.com>
Cc: Mary-Margaret Hertz <mhertz@crowholdings.com>; Riean Norman <rnorman@crowholdings.com>
Subject: RE: PP-GENIC 1974 - REPA Wayside Church Part 1

Hello,

Your response below omits the “..or other legally binding contract” language from 52 Pa. Code § 75.36.(7), which states “When an interconnection customer is not currently a customer of the EDC, upon request from the EDC, the interconnection customer shall provide proof of site control evidenced by a property tax bill, deed, lease agreement or other legally binding contract.”

Our option to lease is an exclusive, legally binding contract between two parties (tenant and landlord) that gives us as the tenant the right, but not the obligation, to enter into a lease agreement for the landlord's property within a specific timeframe. This option to lease quite clearly meets the legally binding intent of the statute, and obviously did meet the intent of the statute for years until this recent FE legal guidance.

Can you kindly advise on this matter?

Thank you,

Tim Marvich



Tim Marvich

Managing Director

2420 17th Street, Suite 250 | Denver, CO 80202

timarvich@crowholdings.com

C: 510.292.0246

From: PP_Interconnection <pp_interconnection@firstenergycorp.com>

Sent: Wednesday, February 19, 2025 11:16 AM

To: Riean Norman <rnorman@crowholdings.com>

Cc: Tim Marvich <timarvich@crowholdings.com>; Mary-Margaret Hertz <mhertz@crowholdings.com>

Subject: RE: PP-GENIC 1974 - REPA Wayside Church Part 1

External Email

Good afternoon,

We recently have been provided additional guidance from our legal team on what documents would be considered acceptable for site control. Within the eligibility approval process, we provide attestation to the PUC we have verified site control per PA code title 52 chapter 75, which indicates site control is to be a tax bill, deed, or lease agreement. Per FE legal guidance, we are no longer able to accept an option to lease agreement. For past projects which have already proceeded through the interconnection process that have submitted an option to lease document, they can proceed as is, but moving forward would require one of the documents to be provided that is listed above. Let me know if you have any questions.

Kind regards,



Penn Power Interconnection

Email: pp_interconnection@firstenergycorp.com

From: Riean Norman <rnorman@crowholdings.com>
Sent: Tuesday, February 18, 2025 5:16 PM
To: PP_Interconnection <pp_interconnection@firstenergycorp.com>
Cc: Tim Marvich <tmarvich@crowholdings.com>; Mary-Margaret Hertz <mhertz@crowholdings.com>
Subject: [EXTERNAL] RE: PP-GENIC 1974 - REPA Wayside Church Part 1

External Sender, use caution with links/attachments. Click 'Report Message' in Outlook if suspicious.

Penn Power Interconnection,

Thank you for the feedback. We will provide an updated application tomorrow. In reference to our site control document, we have submitted Option to Lease Agreements with interconnection applications to every PA First Energy utility without issue including Penn Power (see PP-GENIC 1719 - REPA Crooked Creek).

Our Option to Lease Agreement is a legally binding agreement that grants us the right to develop a solar system on the property. As such, we request that our Wayside Church Option to Lease Agreement be reconsidered as sufficient site control.

Thank you,



Riean Norman

Vice President

3715 Northside Parkway, Building 200, Suite 800 | Atlanta, GA 30327

rnorman@crowholdings.com

C: 404.932.6397

From: PP_Interconnection <pp_interconnection@firstenergycorp.com>
Sent: Monday, February 17, 2025 3:17 PM
To: Riean Norman <rnorman@crowholdings.com>
Cc: Tim Marvich <tmarvich@crowholdings.com>
Subject: RE: PP-GENIC 1974 - REPA Wayside Church Part 1

External Email

Hello,

We have completed the review of **PP-GENIC 1974 - REPA Wayside Church**, and the following will need to be corrected to move forward with the application:

- **FirstEnergy Interconnection Application**
 - Please fill in the Current Annual Energy Consumption, it is required to qualify for retail net metering.
 - This can be the energy consumed by the inverters during non-generating times, the relay, or any security lighting etc.
- **Smart Inverter Addendum**
 - No Comment.
- **FirstEnergy Net Energy Metering Rider**
 - No Comment.
- **Site Plan**
 - No Comment.
- **One Line Drawing**
 - No Comment.
- **Spec Sheets**
 - Please provide Inverter Data Sheet that lists UI-1741 SB.
 - Please provide certification of UL-1741 SB and IEEE 1547 for Inverters.
- **Load Sheet**
 - Please complete attached Load sheet to the best of your knowledge.
 - Please ensure Current Annual Energy Consumption matches calculations of load sheet.
- **Site Control**
 - After reviewing it with legal, we cannot consider an Option to Lease as suitable proof of site control. Please provide a document to verify site control such as a property tax bill, deed, lease agreement or other legally binding contract.

If you have any questions, please let us know. Thanks!

Kind regards,



Penn Power Interconnection

Email: pp_interconnection@firstenergycorp.com

From: Riean Norman <rnorman@crowholdings.com>

Sent: Tuesday, December 31, 2024 3:36 PM

To: PP_Interconnection <pp_interconnection@firstenergycorp.com>

Cc: Tim Marvich <tmarvich@crowholdings.com>

Subject: PP-GENIC 1974 - REPA Wayside Church Part 1

External Sender, use caution with links/attachments. Click 'Report Message' in Outlook if suspicious.

Pennsylvania Power Interconnection Department:

Attached, please find our interconnection application and associated documents for a 3MW NEM project (REAP Wayside Church Solar, L.L.C). Additionally, we've processed a check in the amount of \$6,350 that will be mailed to your office.

Once received, please let us know the next steps in the interconnection application process.

Thank you and Happy New Year!



Riean Norman

Vice President

3715 Northside Parkway, Building 200, Suite 800 | Atlanta, GA 30327

rnorman@crowholdings.com

C: 404.932.6397

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OPTION TO GROUND LEASE AGREEMENT

This OPTION TO GROUND LEASE AGREEMENT (this “**Agreement**”) is entered into as of the Effective Date by and between Owner and Optionee. In consideration of the mutual promises of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Optionee and Owner hereby agree as follows:

BASIC OPTION PROVISIONS

EFFECTIVE DATE December 3, 2024.



OWNER Deborah D, Olszewski, an individual.

OPTIONEE CH Renewables Acquisitions, LLC, a Delaware limited liability company.

PROPERTY That real property consisting of the parcel(s) located in City of Hermitage, County of Mercer, Commonwealth of Pennsylvania as more particularly described on Exhibit A, together with any improvements located thereon and rights, benefits and easements appurtenant to the parcel(s).

LAND Approximately Seventy-Two and Three Hundredths (72.03) acres of the Property as depicted on Exhibit B, together with all appurtenant rights and easements.

OPTION PERIOD Four (4) years from the Effective Date, which Optionee may extend for an additional period of one (1) year pursuant to Section 2(a).

OPTION PAYMENT An annual amount equal to 

Section 2(b) below (each an “**Option Payment**”, and collectively, the “**Option Payments**”).

THIRD PARTY INTERESTS (List Section 7(f) items or “None”) None

LIST OF EXHIBITS
EXHIBIT A – Legal Description of the Property
EXHIBIT B – Depiction of the Land
EXHIBIT C – Form of Ground Lease
EXHIBIT D – Form of Memorandum of Option

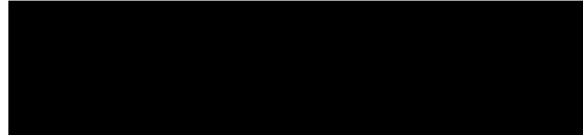
1. **Grant of Option.** Owner hereby grants to Optionee the exclusive option (the “**Option**”) to lease all or any portion of the Land and obtain any easements upon other portions of the Property reasonably required for access and transmission lines (the “**Easements**” and together with the Land, the “**Premises**”) that Optionee deems necessary for the Project (defined below), in accordance with this Agreement. If Optionee exercises the Option in accordance with Section 3 below, the parties shall enter into the ground lease agreement (the “**Lease**”) in the form attached hereto as Exhibit C and incorporated herein by this reference. “**Project**” shall mean the solar electric generating facility, and any related facilities to be constructed and operated on the Premises.

2. **Option Period and Payment.**

(a) **Option Period.** The period during which the Option may be exercised shall commence on the Effective Date and continue until the expiration of the Option Period as described in the Basic Option Provisions above. Optionee shall have the right to extend the Option Period for one (1) additional one (1) year period, provided that Optionee delivers notice to Owner of its intent to extend the Option Period at least thirty (30) days prior to the original expiration of the Option Period. Notwithstanding the foregoing, the Option Period shall automatically terminate upon the earlier of (i) execution of the Lease by Owner and Optionee; (ii) Optionee providing written notice of its election to cancel this Agreement (in Optionee’s sole and absolute discretion); or (iii) 5:00 p.m. where the Property is located on the date of expiration of the Option Period.

(b) **Option Payment.** Within sixty (60) days after the Effective Date, Optionee shall pay to Owner the first annual installment of the Option Payment and shall make each subsequent installment of the Option Payment on an annual basis thereafter.

(c) **Signing Bonus.** In consideration of Owner entering into this



3. **Notice of Exercise of Option.** Optionee may exercise the Option at any time during the Option Period by delivering to Owner a written proposed plan of development and a written notice exercising the Option (collectively, the “**Option Notice**”).

4. **Closing.** Upon delivery of the Option Notice to Owner in accordance with Section 3 above, the execution of the Lease by Owner and Optionee (the “**Closing**”) shall take place on the date designated by Optionee.

5. **Due Diligence; Title.**

(a) **Due Diligence.** Within ten (10) days following the Effective Date, Owner will provide Optionee with copies of all leases, contracts, studies, reports (including all environmental reports), maps, surveys, litigation documentation, correspondence and any other materials in Owner’s possession or reasonable control that are material to evaluating the Property.

(b) **Title.** Optionee, at Optionee’s cost, may obtain a preliminary title report (the “**Title Report**”) and/or survey (the “**Survey**”) for the Property. If Optionee, in its sole discretion, determines that the existence, use, operation, implementation or exercise of any matters identified by the Title Report or Survey could materially delay, interfere with, impair or prevent Optionee’s development, operation or financing of the Project, then Optionee may notify Owner of such issues and Owner shall cooperate with Optionee in efforts to obtain a release, subordination, non-disturbance agreement, consent or other agreement (in a form reasonably acceptable to Optionee) from the holder(s) of such rights.

6. **Right of Entry**

(a) **Investigations.** Beginning on the Effective Date and throughout the Option Period, Owner shall provide to Optionee, its employees, agents, contractors, and current or potential lenders or investors, reasonable access to the Property to conduct the Survey, evaluate, conduct and perform inspections, including soil and water testing, environmental assessments (Phase I and/or Phase II), engineering surveys, topographical, structural and geo-technical tests, and such other tests and inspections (collectively, the “**Investigations**”) that Optionee may deem necessary or advisable in its sole discretion, upon Optionee providing at least twenty-four (24) hours’ prior notice to Owner. Optionee shall keep the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Optionee in connection with the Investigations. Optionee shall remove, or cause the removal of, any such lien by bond or otherwise within sixty (60) days after Optionee becomes aware of the existence of such lien and if Optionee shall fail to do so, Owner may pay the amount necessary to remove such lien, without being responsible for investigating the validity thereof.

(b) **Optionee Indemnification of Owner.** Optionee shall indemnify, defend and hold Owner harmless from and against all claims, losses, liabilities, damages, losses, costs or expenses (including, without limitation, reasonable attorneys’ fees) (collectively, “**Claims**”) caused by entry onto the Property or portions thereof by Optionee, its agents or contractors during the Option Period; provided, however, that Optionee shall have no obligation or duty to indemnify, defend or hold Owner harmless from Claims (including, without limitation, Claims that the Property has declined in value) (i) arising out of, resulting from or incurred in connection with the results or findings of Optionee’s Investigations, or (ii) to the extent such Claims are due to the negligence or willful misconduct of Owner or its employees, agents or contractors. Notwithstanding the foregoing, Optionee’s indemnification obligations shall not extend to any conditions on, at or under the Property in existence as of the Effective Date, except and to the extent such conditions are aggravated by the gross negligence or willful misconduct of Optionee or its employees, agents or contractors. Optionee’s obligations hereunder

shall survive the termination or expiration of the Option Period for one (1) year.

7. **Owner’s Representations and Warranties.** Owner makes the following representations and warranties, which shall be true as of the Effective Date, the date the Option is exercised by Optionee, and shall survive the expiration or termination of this Agreement:

(a) **Authority.** Owner has the full legal right, power and authority, without the consent of any additional party or parties, to enter into this Agreement and to perform, its obligations hereunder. The execution and delivery of this Agreement and the consummation of all transactions and performance of all obligations contemplated hereby have been duly authorized and will not conflict with, or result in a breach of any of the terms or provisions of, or constitute a default under, any document or instrument to which Owner is a party.

(b) **Binding on Owner.** The person executing this Agreement on behalf of Owner has full power and authority to bind Owner to the obligations set forth herein, and upon execution and delivery of the same, this Agreement will constitute a valid and binding instrument enforceable in accordance with its terms.

(c) **Claims or Actions.** There are no current, pending or contemplated actions, administrative inquiries or proceedings, suits, arbitrations, claims or proceedings commenced by any person or governmental entity affecting Owner, the Property or any portion thereof.

(d) **No Violation of Laws.** To the best of Owner’s knowledge, the Property is not in violation of any applicable federal, state, local or other laws, regulations or codes (the “**Laws**”) and Owner has not received notice pertaining to the violation of any Laws affecting the Property or any portion thereof, and Owner has no knowledge of any facts which might be a basis for any such notice.

(e) **Bankruptcy.** Owner has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any voluntary

petition by its creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of its assets; or (iv) suffered the attachment or other judicial seizure of all or substantially all of its assets.

(f) **Fee Owner; Liens.** Owner holds the entire fee simple interest in the Property. Except as previously disclosed by Owner to Optionee in writing or as disclosed in the Title Report or Survey, Owner represents that there are no liens upon Owner's right, title or interest in the Property other than liens for monetary obligations for which Owner shall obtain a SNDA pursuant to Section 8(a). Except as otherwise listed in the Basic Option Provisions, Owner has not granted or entered into any other options, rights of first refusal, offers to purchase or lease or agreements to sell or lease all or any part of the Property ("**Third Party Interests**") other than with Optionee pursuant hereto.

(g) **Environmental Laws.** To the best of Owner's knowledge, the Property, including, but not limited to, all improvements, facilities, structures and equipment thereon, and the soil and groundwater thereunder, is not in violation of any Environmental Laws (as defined in the Lease). No release or threatened release of any Hazardous Substance (as defined in the Lease) has occurred, or is occurring, at, on, under, from or to the Property, and no Hazardous Substance is present in, on, under or about, or migrating to or from the Property that could give rise to a claim under any Environmental Laws. Neither Owner nor, to the best of Owner's knowledge, any third party has used, generated, manufactured, produced, stored or disposed of on, under or about the Property, or transported to or from the Property any Hazardous Substances in violation of Environmental Laws. To the best of Owner's knowledge there are not now and never have been any underground storage tanks, containers or wells located on or under the Property and there is no asbestos contained in, forming part of, or contaminating any part of the Property or improvements thereon.

During the Option Period, Owner shall timely notify Optionee in writing of any changes affecting any of the foregoing representations and warranties.

(h) **OFAC.** Owner is in compliance with the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), or other governmental action relating thereto.

(i) **Land Conservation Program.** No portion of the Property is enrolled in any federal, state or local land conservation program, including, without limitation, the "Clean and Green" program implemented by the Pennsylvania Department of Agriculture (any such program being a "**Land Conservation Program**").

8. **Owner's Covenants.** Owner hereby covenants and agrees that, from and after the Effective Date, though the Option Period and, if the Option is exercised, thereafter during the period up to and including the Closing:

(a) **Owner Mortgages.** Owner shall use commercially reasonable efforts to deliver to Optionee a subordination, non-disturbance and attornment agreement(s), in form and substance reasonably acceptable to Optionee (each, a "**SNDA**") from the current holder(s) of any deed of trust, mortgage or other lien encumbering the Property. Owner shall make all payments required under any loan secured by a mortgage or deed of trust encumbering the Property and pay all real property taxes and assessments levied or imposed against the Property and before any of the same become delinquent. During the Option Period, Owner shall not mortgage or otherwise encumber its interest in the Property without providing Optionee with fifteen (15) days prior written notice thereof and an SNDA reasonably acceptable to Optionee from such holder(s) of any deed of trust, mortgage or other lien encumbering the Property.

(b) **Mortgage of Optionee's Interest.** Optionee shall have the right to obtain financing from one or more Financing Parties (as defined in the Lease) by way of a direct or

collateral assignment of this Agreement to a Financing Party. Notwithstanding the fact that the parties to this Agreement have not yet executed the Lease, Owner agrees that the provisions of Section 14 (Mortgage of Tenant's Interest) of the Lease shall apply to any such financing related to this Agreement by any Financing Party.

(c) **Permits; Cooperation with Development.** Optionee shall have the right to apply for, at Optionee's expense, applications for land use entitlements, environmental approvals and permits, site plans, and subdivision or minor land division requests and parcel maps. Owner shall cooperate with Optionee in Optionee's efforts to obtain such approvals by executing such documents as are reasonably necessary.

(d) **Use of the Property.** Owner will not commit waste on the Property or otherwise materially change the Property, nor will Owner agree to grant or permit any easement, lease, license, right of access or other possessory right in the Premises to any third party without the prior written consent of Optionee. Owner shall materially comply with all Laws applicable to the Property. Owner shall not enroll the Property in any Land Conservation Program.

9. **Insurance.** Effective as of the date Optionee enters the Property for the Investigations, and continuing through the Option Period, Optionee shall obtain and maintain liability insurance for its activities on the Property. Such insurance will be in the amount of One Million Dollars (\$1,000,000) per occurrence and will name Owner as an additional insured but only for liability arising out of Optionee's operations on the Property.

10. **Assignment.** Optionee shall have the right to assign its rights and obligations under this Agreement to any Optionee affiliate, third party, and/or party providing financing to Optionee without the prior consent of Owner. Owner shall not have any right to assign its rights and obligations under this Agreement without Optionee's prior written consent, not to be unreasonably withheld, conditioned or delayed.

11. **Termination.**

(a) **Default.** Each of the following events shall constitute an event of default by the applicable party and shall permit the non-defaulting party to terminate this Agreement and pursue the remedies described below, which, as to Owner, shall consist solely of the remedies described in Section 11(b) below, and, as to Optionee, shall consist of all other appropriate remedies including specific performance of Owner's obligations under this Agreement and the Lease (provided the Option is exercised by Optionee) or to terminate this Agreement and recover all Option Payments paid to Owner in addition to Optionee's other damages.

(i) The failure of Optionee to pay amounts required to be paid hereunder when due, where such failure continues for thirty (30) days after Optionee has received written notice of such failure from Owner;

(ii) The failure of either party to perform any of the other terms, agreements or conditions set forth in this Agreement, where such failure continues for forty-five (45) days (or such longer period required to cure such failure, not to exceed ninety (90) days), after receipt of written notice from the other party; or

(iii) A party files for bankruptcy or has an involuntary petition in bankruptcy or a request for appointment of a receiver filed against it, where such involuntary petition or request is not dismissed within ninety (90) days after filing.

(b) **Owner Remedies – Liquidated Damages.** EXCEPT FOR (I) OPTIONEE'S INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT, AND (II) OWNER'S ABILITY TO SEEK DAMAGES OR ANY OTHER REMEDY AT LAW OR IN EQUITY FOR PERSONAL INJURIES OR PROPERTY DAMAGE CAUSED BY OPTIONEE WHILE ON THE PROPERTY, OWNER'S SOLE REMEDY UPON AN EVENT OF DEFAULT BY OPTIONEE SHALL BE TO RETAIN THE OPTION PAYMENTS IT HAS THEN RECEIVED AS LIQUIDATED DAMAGES FOR SUCH DEFAULT OF OPTIONEE, AND IN SUCH EVENT, OPTIONEE SHALL HAVE NO FURTHER

RIGHT WHATSOEVER TO LEASE THE PREMISES AND OWNER SHALL HAVE NO RIGHT TO SEEK ANY FURTHER DAMAGES OR REMEDY, AT LAW OR IN EQUITY. THE PARTIES AGREE THAT IT WOULD BE IMPRACTICAL AND/OR EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES THAT WOULD BE SUFFERED BY OWNER AS A RESULT OF ANY SUCH DEFAULT BY OPTIONEE, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH OWNER WILL INCUR AS A RESULT OF ANY SUCH DEFAULT BY OPTIONEE. SUCH RETENTION OF THE OPTION PAYMENTS BY OWNER IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO OWNER AND SHALL NOT BE DEEMED TO CONSTITUTE A FORFEITURE OR PENALTY. OPTIONEE AND OWNER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION 11 AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS

DDO
Owner's Initials

JP
Optionee's Initials

(c) Termination by Optionee Absent Default by Owner. If Optionee determines, in its sole and absolute discretion, that the Land is unsuitable or undesirable for leasing by Optionee, Optionee shall have the right to terminate this Agreement by giving written notice thereof to Owner and this Agreement shall terminate on the date specified in Optionee's written notice. If the Agreement is terminated during the Option Period pursuant to the preceding sentence, then neither party shall have any further rights or obligations hereunder; provided, however, that Owner shall retain all Option Payments it shall have received hereunder prior to the date of termination of the Option Agreement and any provisions hereof that expressly survive termination of this Agreement shall remain in effect.

12. Arbitration. The parties agree that any dispute, controversy, claim or

disagreement between or among them arising out of, concerning or relating to this Agreement will be settled by arbitration administered by the American Arbitration Association. The arbitrator will be, to the fullest extent available, either a retired judge or selected from a panel of persons trained and expert in the subject area of the asserted claims. All claims will be decided by one arbitrator, to be selected in accordance with the rules of the American Arbitration Association. An award may be entered against a party who fails to appear at a duly noticed hearing. The decision of the arbitrator may be entered and enforced as a final judgment in any court of competent jurisdiction.

(a) Place of Arbitration. The place of arbitration will be the city of Hermitage, Pennsylvania, unless the American Arbitration Association has no offices in that location, in such case the place of arbitration shall be the closest American Arbitration Association office.

(b) No Consolidation. It is the intent of both parties that they will only apply for dispute resolution under this Section 12 in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding, or in a private attorney general capacity. Accordingly, the arbitrator is not empowered to consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

(c) Findings and Reasons Required. The arbitrator will prepare in writing and provide to the parties, an award including factual findings and the reasons on which their decision is based.

(d) No Power to Commit Errors. The arbitrator will not have the power to commit errors of law or legal reasoning, and the award is subject to review for legal error, confirmation, correction, or vacatur in a state court of competent jurisdiction.

(e) Provisional Remedies. This Section 12 will not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

(f) **Confidentiality**. The parties will maintain the confidential nature of the arbitration proceeding and the arbitration award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

(g) **Punitive or Exemplary Damages**. In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where mandated by statute, and the parties waive any right to recover any such damages. This Section 12 will survive the termination or expiration of this Agreement.

(h) **Fees**. The parties will share equally the arbitrator's fees and other costs of the arbitration, and costs of appeal. If any party fails or refused to pay its share of the cost of arbitration, the other party may, at its option, (i) elect to pay the entire cost of the arbitration, in which case the obligation of the nonpaying party to otherwise participate in the arbitration is not excused; or (ii) immediately proceed to litigation. Regardless of which party ultimately prevails, the court, if litigation is elected, or the arbitrator, if arbitration is elected, will award costs and expenses incurred as a result of such failure or refusal to the party who paid the costs of arbitration.

13. **Miscellaneous**.

(a) **Attorneys' Fees**. In the event of any action between the parties hereto for enforcement or interpretation of any of the terms or conditions of this Agreement, each party pays for their own respective reasonable attorneys' fees actually incurred, together with its other reasonable out-of-pocket costs and expenses, including expert witness fees, accounting and other professional fees.

(b) **Waiver of Jury Trial**. EACH PARTY HERETO WAIVES, TO THE FULL EXTENT PERMITTED BY LAW, THE RIGHT TO A JURY TRIAL IN ANY LITIGATION CONCERNING THIS AGREEMENT OR ANY

DEFENSE, CLAIM, COUNTERCLAIM, CLAIM OF SET-OFF OR SIMILAR CLAIM OF ANY NATURE.

(c) **Confidentiality**. Other than as set forth in the Memorandum of Option, Owner will maintain in strict confidence, for the sole benefit of Optionee, the existence and the terms of this Agreement, any confidential information provided by or on behalf of Optionee and the transactions contemplated herein, provided, however, Owner may disclose this Agreement and the transactions contemplated herein to Owner's affiliates, subsidiaries, attorneys, consultants, professional advisors, lenders, investors or other agents or professional advisors, or as required by law.

(d) **Counterparts**. This Agreement may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby agree signatures transmitted by email shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered and hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

(e) **Time Periods**. If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or holiday, the time for performance will be extended to the next business day.

(f) **No Waiver**. The failure of either party to require strict performance by the other party of any provision of this Agreement will not be considered a waiver of any other provision, nor prevent any party from enforcing that or any other performance at any time thereafter.

(g) **Further Assurances**. The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

(h) **Governing Law.** This Agreement is made pursuant to, and shall be construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to choice or conflicts of laws rules. The exclusive jurisdiction for litigation of any dispute relating to this Agreement will be the Common Pleas Court of Mercer County, Pennsylvania.

(i) **Amendments; Entire Agreement.** This Agreement contains the entire agreement between the parties and is intended by the parties to set forth their entire agreement with respect to the subject matter hereof, and any agreement hereafter made shall be ineffective to change, modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. Owner and Optionee agree that all prior or contemporaneous oral or written agreements between or amongst themselves or their agents are merged in or revoked by this Agreement.

(j) **Partial Invalidity.** If any term or provision of this Agreement is, to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(k) **Successors and Assigns.** This Agreement, and the rights and obligations of the parties hereto, shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, executors, administrators and permitted assigns.

(l) **Interpretation.** Each party acknowledges that it has been represented by or had the opportunity to be represented by legal counsel in its review of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

(m) **Survival of Terms.** All covenants, representations and warranties contained in this Agreement shall survive Closing. Those provisions in this Agreement which by their terms are intended to be or must be performed in whole or in part after the Closing or after termination of this Agreement shall survive Closing and the termination of this Agreement.

(n) **Headings.** The headings herein are inserted only for convenience and shall have no effect in interpreting the meaning of any provision.

(o) **Time is of the Essence.** Time is of the essence in this Agreement and each and every provision of this Agreement.

(p) **Memorandum of Option.** Contemporaneously with the execution of this Agreement, the parties shall execute and acknowledge a Memorandum of Option to Lease Agreement to be recorded in the official records of the county where the Property is located (the "**Memorandum**") in the form attached as **Exhibit D.** Optionee may record the Memorandum at any time after the Effective Date.

(q) **Publicity.** Except as required by law and tax purposes, Owner shall not use the name or logo of Optionee or affiliates for any purpose without the prior written consent of Optionee.

(r) **Notices.** All notices, approvals, disapprovals or elections required or permitted to be given under this Agreement shall be in writing and shall be (i) delivered personally; (ii) mailed by certified or registered mail, return receipt requested; (iii) sent by email transmission; or (iv) sent by Federal Express or other professional carrier, to the parties at the addresses listed below or at such other addresses as shall be designated by Optionee or Owner in writing. Except as expressly set forth in this Agreement, notices shall be deemed given upon delivery or tender of delivery to the intended recipient; provided, however, that (x) notice sent by email or facsimile shall only be deemed received when both (A) the sender has electronic confirmation that it was sent to all parties (and has retained a confirmation of

the delivery) and (B) at least one addressee entitled to notice for the applicable party has acknowledged receipt of the transmission; and (y) if a post office box is provided as the notice address, notice shall be deemed to have been given or made five (5) days after being deposited in the United States mail with appropriate postage prepaid. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

Owner Address

403 Glenshaw Ave
Glenshaw, PA 15116
Attn: Deborah D. Olszewski
Phone: 412-414-7227
E-mail: dolszewski58@gmail.com

Optionee Address

General Counsel
M. Kevin Bryant
kbryant@crowholdings
3819 Maple Avenue, Dallas, Texas 75218

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have executed this Agreement on the date written above.

"Owner"


Deborah D. Olszewski, an individual

"Optionee"

CH Renewables Acquisitions, LLC,
a Delaware limited liability company

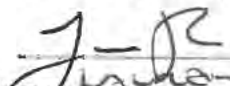
By: 
Name: JOSHUA P. KELLY
Title: VICE PRESIDENT

Exhibit A to Option Agreement

Legal Description of Property

06-191-061

ALL that certain piece of parcel of land situate in FINDLEY TOWNSHIP, MERCER COUNTY, PENNSYLVANIA, bounded and described as follows: Beginning at a maple tree, the Southeast corner of Donation Lot No. 1483 in the Third Donation District; thence North 87 Degrees West, along the public road leading to the Mercer-Butler Pike, a/k/a Glenn Road, a distance of 101.8 perches, more or less, to a post; thence North.3 degrees West, by land formerly of Thomas Eberle, now Martha Reed et al, a distance of 137.2 perches to a post; then North 87 degrees East, by lands formerly of John Guthrie, now Mary Jane Reed, a distance of 89 perches to a post; thence South 3 degrees East, by the public road leading from Pardoe to the Mercer- Grove City Road, a distance of 119.7 perches to a post; thence North 82 degrees East, a distance of 12.3 perches to a post; thence South 3 degrees East, along the public road leading to London, a distance of 33.4 perches to said maple tree, the place of beginning and containing 79 acres and 100 perches of land, more or less, with an allowance of 3 acres of land.

Exhibit B to Option Agreement

Depiction of the Land

PIN: 06 191 061 (74 Acres)

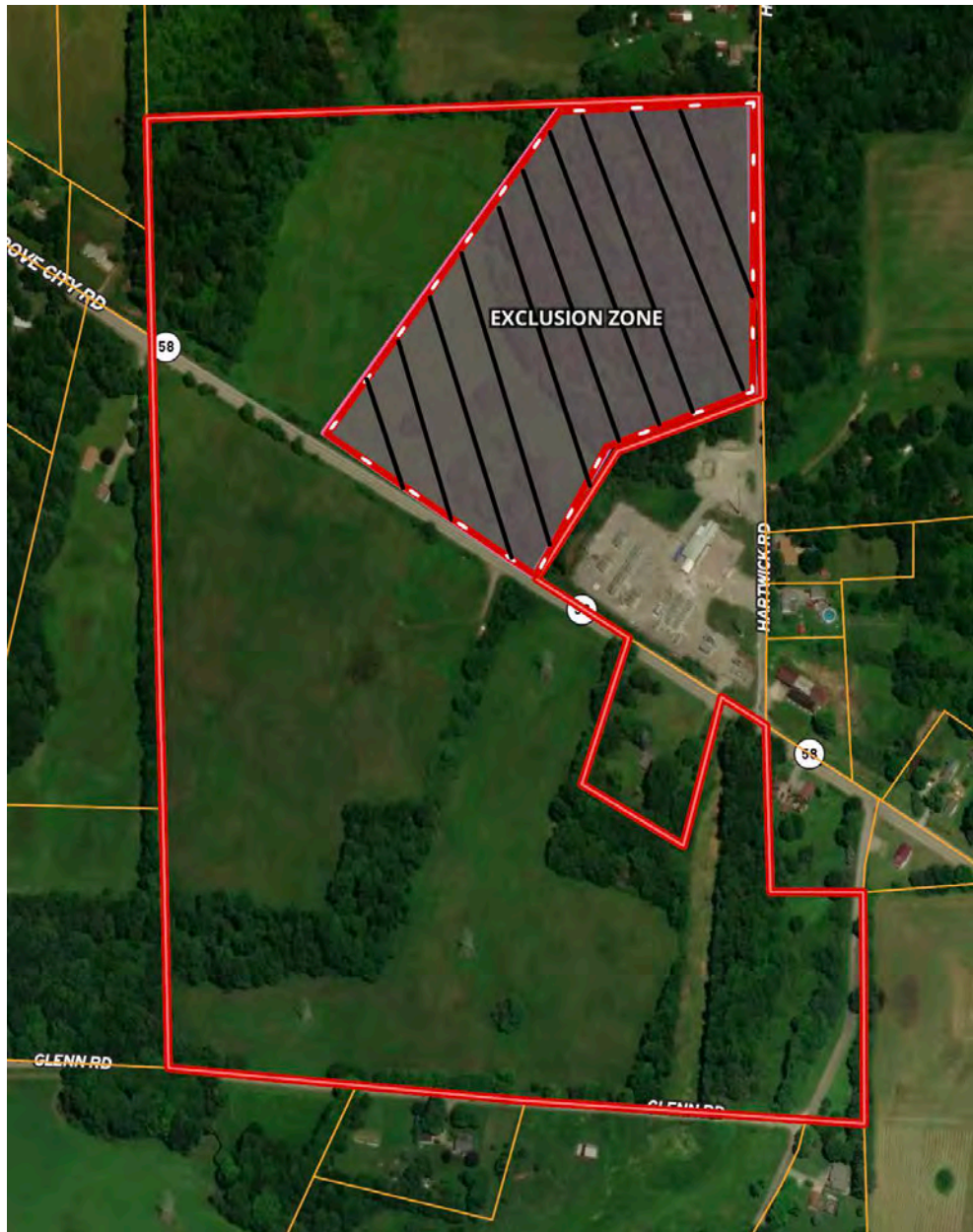


EXHIBIT D TO OPTION AGREEMENT

DOCUMENT PREPARED BY AND
AFTER RECORDING, PLEASE RETURN TO:

3819 Maple Avenue
Dallas, Texas 75219
Attn: Legal Department

Parcel ID No: _____

Space above this line for Recorder's use

MEMORANDUM OF OPTION TO GROUND LEASE AGREEMENT

This MEMORANDUM OF OPTION TO GROUND LEASE AGREEMENT (the "**Memorandum**") is made and entered into as of December 3, 2024, by and between Deborah D. Olszewski, an individual ("**Owner**") with an address of 403 Glenshaw Ave, Glenshaw, PA 15116, and CH Renewables Acquisitions, LLC, a Delaware limited liability company ("**Optionee**") with an address of 3819 Maple Avenue, Dallas, TX 75219.

RECITALS

A. Owner is the owner of the real property located in the Township of Findley, County of Mercer, Commonwealth of Pennsylvania, more particularly described in Exhibit A attached hereto and made a part hereof (the "**Property**").

B. Pursuant to that certain Option to Ground Lease Agreement dated as of December 3, 2024 (the "**Agreement**"), Owner has granted Optionee the exclusive option to lease a portion of the Property ("**Site**") and to acquire easements over certain portions of the Property for access and transmission lines and for any other improvements as may be necessary for the construction, ownership, operation and maintenance of the Project.

C. The parties are executing and recording this Memorandum so that third parties shall have notice of Optionee's exclusive option to lease the Site, and of the rights and obligations of Owner and Optionee under the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Owner has granted to Optionee an exclusive option to lease the Site and, upon the exercise of the option, Owner agrees to lease the Site to Optionee and to grant easements over the Property as may be necessary, in accordance with the terms and provisions of the Agreement.

2. The Agreement provides for an Option Period of four (4) years commencing upon the Effective Date of the Agreement, which Optionee may extend for an additional period of one (1) year.

3. All of the terms, conditions and agreements contained within the Agreement are fully incorporated herein by reference as if fully set forth herein. This Memorandum is not intended to change the terms of the Agreement and, in the event of a conflict between the terms and conditions of this Memorandum and the Agreement, the terms and conditions of the Agreement shall control. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

4. This Memorandum shall be governed by the laws of the Commonwealth of Pennsylvania.

5. The parties agree that this Memorandum may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

6. Copies of the Agreement are on file at the Optionee's address set forth above.

[Signature pages follow]

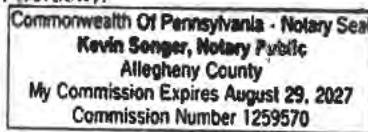
IN WITNESS WHEREOF, the parties have caused this Memorandum to be duly executed under seal and delivered as of the date first written above

OWNER:

Deborah D. Olszewski
Deborah D. Olszewski, an individual

Commonwealth of Pennsylvania :
County of Allegheny :

This instrument was acknowledged before me on November 21st, 2024 by Deborah D. Olszewski, an individual (name of person).



(Seal)

Kevin Senger
(Signature of Notary Public)

OPTIONEE:

CH Renewables Acquisitions, LLC,
a Delaware limited liability company

By: JR
Name: Lawrence Pelosi
Title: VICE PRESIDENT

State of Texas
~~Commonwealth of Pennsylvania~~
County of Dallas

This instrument was acknowledged before me on Dec. 3, 2024 by Lawrence Pelosi (name of person) as Vice President (type of authority, e.g., officer, trustee, etc.) of CH Renewables Acquisitions, LLC, a Delaware limited liability company (name of party on behalf of whom instrument was executed)

(Seal)



Maria S Frost
(Signature of Notary Public)

Exhibit A to Memorandum of Option

Legal Description of Property

06-191-061

ALL that certain piece of parcel of land situate in FINDLEY TOWNSHIP, MERCER COUNTY, PENNSYLVANIA, bounded and described as follows: Beginning at a maple tree, the Southeast corner of Donation Lot No. 1483 in the Third Donation District; thence North 87 Degrees West, along the public road leading to the Mercer-Butler Pike, a/k/a Glenn Road, a distance of 101.8 perches, more or less, to a post; thence North.3 degrees West, by land formerly of Thomas Eberle, now Martha Reed et al, a distance of 137.2 perches to a post; then North 87 degrees East, by lands formerly of John Guthrie, now Mary Jane Reed, a distance of 89 perches to a post; thence South 3 degrees East, by the public road leading from Pardoe to the Mercer- Grove City Road, a distance of 119.7 perches to a post; thence North 82 degrees East, a distance of 12.3 perches to a post; thence South 3 degrees East, along the public road leading to London, a distance of 33.4 perches to said maple tree, the place of beginning and containing 79 acres and 100 perches of land, more or less, with an allowance of 3 acres of land.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** is dated as of December 11, 2024 and entered into between CH Renewables Acquisitions, LLC, a Delaware limited liability company (“Assignor”), and REPA Wayside Church Solar, L.L.C., a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor and Deborah D. Olszewski, an individual, are parties to that certain Option to Ground Lease Agreement made and entered into as of December 3, 2024 (the “Assigned Agreement”); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept and assume from Assignor, all rights and obligations of Assignor under the Assigned Agreement.

NOW, THEREFORE, Assignor and Assignee agree as follows.

1. Sale and Assignment. For good and valuable consideration, Assignor hereby assigns, conveys, sells, delivers, sets over and transfers to Assignee, all of Assignor’s rights, title and interest in, under and to all of Assignor’s rights and obligations under the Assigned Agreement.
2. Assumption. Assignee hereby accepts the sale and assignment contained in Section 1 hereof and assumes all obligations of Assignor accruing on or after the date hereof under, and agrees to be bound to the same extent as Assignor by, all the terms of the Assigned Agreement assigned hereby.
3. Successors and Assigns. This Assignment and Assumption Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
4. Further Assurances. Assignor agrees to execute and deliver to the Assignee such further instruments as the Assignee may deem necessary to make effective this Assignment and Assumption Agreement and the covenants contained herein.
5. Governing Law. This Assignment and Assumption Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment and Assumption Agreement as of the date first set forth above.

ASSIGNOR

CH Renewables Acquisitions, LLC

By: Laurence Pelosi
Name: Laurence Pelosi
Title: Vice President

ASSIGNEE

REPA Wayside Church Solar, L.L.C.

By: Laurence Pelosi
Name: Laurence Pelosi
Title: Vice President

ATTACHMENT E

From: WP_Interconnection <wp_interconnection@firstenergycorp.com>
Sent: Wednesday, April 2, 2025 4:55 PM
To: Riean Norman <rnorman@crowholdings.com>
Subject: RE: WPP-GENIC 5770 - REPA Brook Hollow Solar, LLC - Site Control Issue

External Email

Hello Riean,

Thank you for the revisions for **WPP-GENIC 5770 - REPA Brook Hollow Solar, LLC**. We have recently received new legal guidance to not accept lease option agreements or letters of intent as site control documentation as they do not comply with 52 Pa. Code §75.36 (7). In the past we have accepted such documents, we will still honor them for applications that have already received PUC approval. Please submit a property tax bill, deed, lease agreement or other legally binding contract for site control to comply with the 52 Pa. Code §75.36 (7).

Kind regards,



West Penn Power Interconnection
Email: wp_interconnection@firstenergycorp.com

From: Riean Norman <rnorman@crowholdings.com>
Sent: Tuesday, March 18, 2025 12:06 PM

To: WP_Interconnection <wp_interconnection@firstenergycorp.com>
Subject: WPP-GENIC 5770 - REPA Brook Hollow Solar, LLC - Revised Documents

External Sender, use caution with links/attachments. Click 'Report Message' in Outlook if suspicious.

WP Interconnection Team,

As requested, attached please find our updated interconnection application and associated documents.

Thank you,



Riean Norman
Vice President
3715 Northside Parkway, Building 200, Suite 800 | Atlanta, GA 30327
rnorman@crowholdings.com
C: 404.932.6397

From: WP_Interconnection <wp_interconnection@firstenergycorp.com>
Sent: Tuesday, February 18, 2025 4:38 PM
To: Riean Norman <rnorman@crowholdings.com>
Cc: Tim Marvich <tmarvich@crowholdings.com>
Subject: RE: WPP-GENIC 5770 - REPA Brook Hollow Solar, LLC - Revisions Needed

External Email

Hello Riean,

We have completed the review of your revisions for **WPP-GENIC 5770 - REPA Brook Hollow Solar, LLC**, and the following will need to be corrected to move forward with the application:

- **FirstEnergy Interconnection Application**
 - The current annual energy consumption line has a recorded value of 1500kWh, which differs from the annual value in the provided parasitic load estimate. Please revise as needed.
- **FirstEnergy Net Energy Metering Rider**
 - Please add the lat/log to the service point address line so it exactly matched a facility address line on the IX app.
- **Load Balance Sheet**
 - The current annual energy consumption line has a recorded value of 1500kWh, which differs from the annual value in the provided parasitic load estimate. Please revise as needed.
- **Interconnection Application Addendum**
 - For all applications that have not gone to the PUC we are now requiring both pages of the interconnection addendum be filled out. Please complete the second page of the interconnection addendum. For systems that do not have battery storage please clearly put “no battery storage” on the first line.
 - [PA Level 2 3 Interconnection Application Agreement](#)

If you have any questions, please let us know. Thanks!

Kind regards,



West Penn Power Interconnection

Email: wp_interconnection@firstenergycorp.com

From: Riean Norman <rnorman@crowholdings.com>
Sent: Thursday, January 23, 2025 3:25 PM
To: WP_Interconnection <wp_interconnection@firstenergycorp.com>
Cc: Tim Marvich <tmavich@crowholdings.com>
Subject: WPP-GENIC 5770 - REPA Brook Hollow Solar, LLC - Revised Documents

External Sender, use caution with links/attachments. Click 'Report Message' in Outlook if suspicious.

WP Interconnection Team,

As requested, attached please find our updated interconnection application and associated documents. Please note that since the project is not associated with an existing meter, there is no actual address to provide. Our initial application provided an approximate address as a placeholder. In the attached application we've included the lat./lon. coordinates for our POI.

Thank you and please let me know if you need additional information.



Riean Norman
Vice President
3715 Northside Parkway, Building 200, Suite 800 | Atlanta, GA 30327
rnorman@crowholdings.com
C: 404.932.6397

From: Riean Norman
Sent: Tuesday, January 21, 2025 12:05 PM
To: WP_Interconnection <wp_interconnection@firstenergycorp.com>
Cc: Tim Marvich <tmavich@crowholdings.com>
Subject: RE: WPP-GENIC 5770 - REPA Brook Hollow Solar, LLC - 3 MW Interconnection Application

WP Interconnection Team,

Thank you for the feedback. We will respond with the requested updates this week.

Thanks again,



Riean Norman
Vice President
3715 Northside Parkway, Building 200, Suite 800 | Atlanta, GA 30327
rnorman@crowholdings.com
C: 404.932.6397

From: WP_Interconnection <wp_interconnection@firstenergycorp.com>
Sent: Friday, January 17, 2025 4:39 PM
To: Riean Norman <rnorman@crowholdings.com>
Cc: Tim Marvich <tmavich@crowholdings.com>
Subject: RE: WPP-GENIC 5770 - REPA Brook Hollow Solar, LLC - 3 MW Interconnection Application

External Email

Hello Riean,

We have completed the review of **WPP-GENIC 5770 - REPA Brook Hollow Solar, LLC**, and the following will need to be corrected to move forward with the application:

- **FirstEnergy Interconnection Application**
 - Inverter Information section
 - Please provide the full inverter model number.
 - Please correct the inverter voltage rating
- **FirstEnergy Net Energy Metering Rider**
 - Select Solar Photovoltaic as generator type.
 - Please update address to match the new facility address.
- **Site Plan**
 - No comments at this time.
- **One Line Drawing**
 - Please correct the reclosers protective relay to include element 59G
- **Spec Sheets**
 - Please provide a matching inverter spec sheet for the inverter model provided on the IX app. The attached inverter spec is for older model.
 - Inverters need to meet IEEE 1547 and UL 1741 SA & SB.
 - Please provide the inverter certificate of compliance.
- **Load Balance Sheet**
 - Please complete the attached Load Balance sheet to the best of your knowledge. Alternately you may also provide your own document that shows the supporting power loads and annual energy calculation.
- **Smart Inverter Addendum**
 - No comments at this time.
- **Site Control**
 - No comments at this time.

If you have any questions, please let us know. Thanks!

Kind regards,



West Penn Power Interconnection

Email: wp_interconnection@firstenergycorp.com

From: Riean Norman <rnorman@crowholdings.com>
Sent: Wednesday, December 11, 2024 5:12 PM
To: WP_Interconnection <wp_interconnection@firstenergycorp.com>
Cc: Tim Marvich <tmarvich@crowholdings.com>
Subject: WPP-GENIC 5770 - REPA Brook Hollow Solar, LLC - 3 MW Interconnection Application

External Sender, use caution with links/attachments. Click 'Report Message' in Outlook if suspicious.

WP Interconnection Team,

Attached please find a level 3 interconnection application and associated documents for our 3MWac REPA Brook Hollow Solar project.

Please let us know if you need additional information and next steps in the process.



Riean Norman
Vice President
3715 Northside Parkway, Building 200, Suite 800 | Atlanta, GA 30327
rnorman@crowholdings.com
C: 404.932.6397

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EXHIBIT D TO OPTION AGREEMENT

DOCUMENT PREPARED BY AND
AFTER RECORDING, PLEASE RETURN TO:

CH Renewables Acquisitions, LLC
3819 Maple Avenue
Dallas, Texas 75219
Attn: Legal Department

Parcel ID No: 53-10-00-0-099

Space above this line for Recorder's use

MEMORANDUM OF OPTION TO GROUND LEASE AGREEMENT

This MEMORANDUM OF OPTION TO GROUND LEASE AGREEMENT (the "**Memorandum**") is made and entered into as of December 4, 2024, by and between David L Muellerleile & Leslie A Muellerleile ("**Owner**") with an address of 160 Brookhollow Rd, Mt Pleasant, PA 15666, and CH Renewables Acquisitions, LLC ("**Optionee**") with an address of 3819 Maple Avenue, Dallas, TX 75218.

RECITALS

A. Owner is the owner of the real property located in the Municipality of Mt. Pleasant, County of Westmoreland, Commonwealth of Pennsylvania, more particularly described in Exhibit A attached hereto and made a part hereof (the "**Property**").

B. Pursuant to that certain Option to Ground Lease Agreement dated as of December 4, 2024, (the "**Agreement**"), Owner has granted Optionee the exclusive option to lease a portion of the Property ("**Site**") and to acquire easements over certain portions of the Property for access and transmission lines and for any other improvements as may be necessary for the construction, ownership, operation and maintenance of the Project.

C. The parties are executing and recording this Memorandum so that third parties shall have notice of Optionee's exclusive option to lease the Site, and of the rights and obligations of Owner and Optionee under the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Owner has granted to Optionee an exclusive option to lease the Site and, upon the exercise of the option, Owner agrees to lease the Site to Optionee and to grant easements over the Property as may be necessary, in accordance with the terms and provisions of the Agreement.

2. The Agreement provides for an Option Period of four (4) years commencing upon the Effective Date of the Agreement.

3. All of the terms, conditions and agreements contained within the Agreement are fully incorporated herein by reference as if fully set forth herein. This Memorandum is not intended to change the terms of the Agreement and, in the event of a conflict between the terms and conditions of this Memorandum and the Agreement, the terms and conditions of the Agreement shall control. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

4. This Memorandum shall be governed by the laws of the Commonwealth of Pennsylvania.

5. The parties agree that this Memorandum may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

6. Copies of the Agreement are on file at the Optionee's address set forth above.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be duly executed under seal and delivered as of the date first written above.

OWNER:

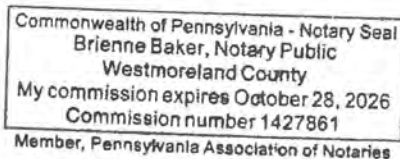
By: [Signature]
Name: David L Muellerleile

By: [Signature]
Name: Leslie A Muellerleile

Commonwealth of Pennsylvania
County of Westmoreland

This instrument was acknowledged before me on DEC 2, 2024 (date) by David L + Leslie A Muellerleile (name/s of person/s) as OWNERS (type of authority, e.g., officer, trustee, etc.) of the lease of 23.5 acres (name of party on behalf of whom instrument was executed).

(Seal)



[Signature]
(Signature of Notary Public)

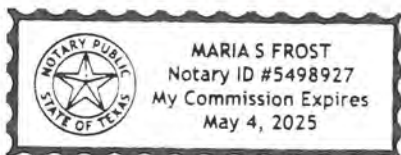
OPTIONEE:

By: [Signature]
Name: LAURENCE PELOSI
Title: VICE PRESIDENT

State of TEXAS
County of DALLAS

This instrument was acknowledged before me on Dec 4 2024 (date) by Laurence Pelosi (name/s of person/s) as Vice President (type of authority, e.g., officer, trustee, etc.) of CH Renewables (name of party on behalf of whom instrument was executed).

(Seal)



[Signature]
(Signature of Notary Public)

Exhibit A to Memorandum of Option

Legal Description of Property

BEGINNING at a point on the southwesterly side of Township Road No. 481, at the southeasterly corner of Lot No. 1 in the Brookhollow Plan, as recorded in the Recorder's Office of Westmoreland County, Pennsylvania, in Plan Book, Volume 86, page 645; thence along the southwesterly side of said Township Road No. 481, South 33 degrees 53 minutes East, 50.12 feet to a point at line of land now or formerly of F. G. Ahlborn; thence South 52 degrees 11 minutes West, 215.29 feet to a point; thence South 39 degrees 20 minutes 30 seconds West, 1540.17 feet; thence North 24 degrees 41 minutes 10 seconds West, 950 feet to a point; thence North 65 degrees 18 minutes 50 seconds East, 305 feet to a point; thence North 14 degrees 18 minutes 10 seconds East, 898.18 feet to a point at line of land of Lot No. 6 in the Brookhollow Plan, as recorded in Plan Book Volume 86, page 645; thence South 75 degrees 41 minutes 50 seconds East, 237.03 feet to a point; thence South 48 degrees 24 minutes East, 600.92 feet to a point; thence South 42 degrees 34 minutes 30 seconds East, 238.02 feet to a point; thence North 52 degrees 11 minutes East, 222.88 feet to a point at the place of beginning.

EXCEPTING FROM the above described tract those smaller tracts previously conveyed and recorded in the Recorder's Office of Westmoreland County, Pennsylvania, in Deed Book Volume 3388 Page 580, Deed Book Volume 3388 Page 577, and Deed Book Volume 3389 Page 225.

CONTAINING approximately 23 acres, more or less.

BEING the same parcel as conveyed to the Grantors by deed of Larry W. Cramer and Joan Marie Cramer, his wife as recorded in the Recorder's Office of Westmoreland County, Pennsylvania, in Deed Book Volume 2555 page 223.

UNDER AND SUBJECT TO the exceptions, reservations, conditions, mortgages, liens or other instruments of record.

This is a conveyance from parents to children therefore exempt from real estate transfer taxes.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** is dated as of December 11, 2024 and entered into between CH Renewables Acquisitions, LLC, a Delaware limited liability company (“Assignor”), and REPA Brook Hollow Solar, L.L.C., a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor, David L. Muellerleile and Leslie A. Muellerleile are parties to that certain Option to Ground Lease Agreement made and entered into as of December 4, 2024 (the “Assigned Agreement”); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept and assume from Assignor, all rights and obligations of Assignor under the Assigned Agreement.

NOW, THEREFORE, Assignor and Assignee agree as follows.

1. Sale and Assignment. For good and valuable consideration, Assignor hereby assigns, conveys, sells, delivers, sets over and transfers to Assignee, all of Assignor’s rights, title and interest in, under and to all of Assignor’s rights and obligations under the Assigned Agreement.

2. Assumption. Assignee hereby accepts the sale and assignment contained in Section 1 hereof and assumes all obligations of Assignor accruing on or after the date hereof under, and agrees to be bound to the same extent as Assignor by, all the terms of the Assigned Agreement assigned hereby.

3. Successors and Assigns. This Assignment and Assumption Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. Further Assurances. Assignor agrees to execute and deliver to the Assignee such further instruments as the Assignee may deem necessary to make effective this Assignment and Assumption Agreement and the covenants contained herein.

5. Governing Law. This Assignment and Assumption Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment and Assumption Agreement as of the date first set forth above.

ASSIGNOR

CH Renewables Acquisitions, LLC

By: Laurence Pelosi
Name: Laurence Pelosi
Title: Vice President

ASSIGNEE

REPA Brook Hollow Solar, L.L.C.

By: Laurence Pelosi
Name: Laurence Pelosi
Title: Vice President