

Renardo L. Hicks
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July 24, 2025

VIA ELECTRONIC FILING

Matthew Homsher, Secretary
Office of the Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

RE: REVISED Amended Petition for Declaratory Order of CH Renewables Acquisitions, LLC, Docket No. P-2025-3054496

Dear Secretary Homsher:

Pursuant to the request of PA PUC Assistant Counsel, Joseph P. Cardinale, Jr. for evidence of submitted and denied applications for interconnection referenced in Petitioner's Amended Petition for Declaratory Order, enclosed for electronic filing in the above matter please find CH Renewables Acquisitions LLC's ("CH Renewables") REVISED Amended Petition for Declaratory Order. Please note that CH Renewables continues to request 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

RLJ/jls
Enclosures

cc: Certificate of Service (w/encs)

CERTIFICATE OF SERVICE

I hereby certify that this day I served a copy of the **REVISED Amended 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
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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: July 24, 2025

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

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition for Declaratory Order of : Docket No. P-2025-3054496
CH Renewables Acquisitions, LLC :

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

Pursuant to Section 331(f) of the Public Utility Code and Section 5.42 of the Pennsylvania Public Utility Commission’s (“Commission” or “PUC”) regulations, CH Renewables Acquisitions, LLC and its subsidiaries REPA Brook Hollow Solar, LLC, REPA Breezewood Hills Solar LLC, REPA Five Points Solar, LLC, and REPA Huckleberry Ridge Solar LLC, and REPA New Derry Solar, LLC (collectively, “CH Renewables”), file this Amended Petition requesting that the Commission issue a declaratory order to “terminate controversy” and “remove uncertainty.”¹ Through this Amended Petition, CH Renewables respectfully requests that the Commission issue a declaratory order finding that option agreements—including the “Option to Lease Agreements” at issue here—are “other legally binding contracts” that provide sufficient evidence of site control necessary to meet the interconnection requirements of 52 Pa. Code § 75.36(7). As further discussed below, **CH Renewables respectfully requests that the Commission consider this matter on an expedited basis and issue a Declaratory Order as expeditiously as possible because FirstEnergy’s actions are anticompetitive and likely to cause CH Renewables irreparable harm.**

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

¹ 66 Pa. C.S. § 331(f); 52 Pa. Code § 5.42.

I. INTRODUCTION AND BACKGROUND

1. On April 9, 2025 CH Renewables filed a Petition for Declaratory Order at Docket No P-2025-3054496 (“Initial Petition”), requesting that the Commission terminate a controversy and remove uncertainty by issuing a Declaratory Order confirming that 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) of the Commission’s regulations at 52 Pa. Code § 75.36(7).

2. Specifically, the Initial Petition alleged that FirstEnergy subsidiary Penelec rejected CH Renewables’ interconnection application for its Clement Run site; FirstEnergy subsidiary Penn Power rejected the interconnection application for CH Renewables’ Wayside Church location; and FirstEnergy subsidiary West Penn Power rejected the interconnection application for CH Renewables’ Brook Hollow location.²

3. On July 16, 2025 Assistant Counsel Joseph Cardinale, from the Commission’s Law Bureau, advised Counsel for Petitioner by email that:

“The Commission has been considering CH Renewables’ Petition for Declaratory Order regarding what legal contracts constitute site control for purposes of interconnection requests, and we recently learned that FirstEnergy has approved all of the projects that are the subject of CH Renewables’ Petition.

“Since there is no longer a case or controversy here, I am reaching out to you to determine if CH Renewables will be filing a Motion to Withdraw its Petition for Declaratory Order.³”

4. On July 17, 2025, CH Renewables counsel Renardo L. Hicks responded by email stating:

While I wish I could say that there is no longer a case or controversy, that is simply not true. I have copied an email below which I sent to First Energy on Wednesday of last week (7/9/2025) regarding ongoing

² See Initial Petition at 2–3.

³ See Attachment 1.

applications in dispute for the reasons outlined in our Petition. Please note that there were 4 separate applications in dispute with West Penn Power at that time, and one of them denied two days earlier on 7/7/2025. I have received no response to my email below.

Consequently, there remains a case and controversy that can, and should, be addressed by a decision on our Petition. As a result, we will not be withdrawing our Petition and hope this matter can be quickly addressed by the Commission to permit my client to continue implementing its business plans in PA, which are consistent with the Alternative Energy Portfolio Standards Act and the Commission's regulations. Time is truly "of the essence" here.⁴

5. On July 18, 2025, in response to the above email from counsel for CH Renewables, Assistant Counsel Joseph Cardinale, from the Commission's Law Bureau, responded by email as follows:

We have determined that since there are new applications that have been denied which are not part of the existing Petition for Declaratory Order, CH Renewables needs to file an Amended Petition with the applications that have been denied. Since the applications that are part of the existing Petition have been resolved there is no controversy or uncertainty for the Commission to address here and will be denied if not amended.⁵

6. However, as of the date of this Amended Petition, FirstEnergy subsidiary West Penn Power *continues* to reject Option to Lease Agreements as adequate proof of site control and there **remains "uncertainty" and an active "controversy" which requires termination by the Commission via declaratory order.**⁶

7. Specifically, West Penn Power *has not reversed its decision* as to the Brook Hollow location that was referenced in the Initial Petition in this matter; additionally, since the filing of the Initial Petition, West Penn Power has rejected four additional interconnection applications on the same grounds: (1) CH Renewables' New Derry project on April 9, 2025; (2) CH Renewables'

⁴ See, Attachment 2.

⁵ See, Attachment 3.

⁶ 66 Pa. C.S. § 331(f); 52 Pa. Code § 5.42.

Huckleberry Ridge project on May 2, 2025; (3) CH Renewables' Five Points project on May 16, 2025; and (4) CH Renewables' Breezewood Hills project on July 7, 2025.⁷

8. While Petitioner acknowledges that 2 of the 3 rejected interconnection applications referenced by Petitioner in the Initial Petition have been resolved, the Brook Hollow application referenced in the Initial Petition, and the other applications referenced in paragraph 7 above, illustrate how West Penn Power, a FirstEnergy company, continues to create controversy by rejecting interconnection applications based upon the same apparent flawed policy interpretation of the Commission's regulations regarding site control.

9. As of the date of this Amendment, West Penn Power clings to the policy position that exclusive Option to Lease Agreements are not "other legally binding contracts" that provide sufficient evidence of site control to meet the requirements of Section 75.36(7) of the Commission's regulations. Consequently, as of the date of this Amended Petition, FirstEnergy *has not approved all of the projects that are the subject of CH Renewables' Initial Petition and has rejected additional applications referenced in paragraph 7 above based upon their disputed and controversial policy interpretation of the Commission's site control regulation at 52 Pa. Code § 75.36(7)*. Without any knowledge of the source or substance of information from which the Commission "learned that FirstEnergy has approved all of the projects that are the subject of CH Renewables' Petition," as evidenced by the attached Verification, FirstEnergy has simply not approved all of the projects that were referenced in the Initial Petition of CH Renewals.

⁷ The unresolved application for Brook Hollow which was submitted by Petitioner with its Initial Petition is attached thereto as Attachment E. We have again attached Attachment E to this Revised Amended Petition for convenience. Application materials related to the other four submitted and unresolved applications referenced in this Revised Amended Petition for New Derry, Huckleberry Ridge, Breezewood Hills and Five Points are attached hereto as Attachments F through I, respectively.

10. We agree that the specific examples of denied applications in the Initial Petition, which were subsequently approved by Penelec and Penn Power (Clement Run and Wayside Church) have terminated the controversy as to those two interconnection applications in dispute; however, the continued application of FirstEnergy's flawed policy interpretation of the Commission's regulation by West Penn Power demonstrates the existence of ongoing controversies regarding five additional interconnection applications which require the Commission's assistance to terminate these specific disputes by issuing a Declaratory Order and remove uncertainty by confirming that exclusive 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).⁸

11. Further, in this case, the Commission should note that FirstEnergy's apparent adoption of a policy which is contrary to the plain language of the Commission's regulations at 52 Pa. Code § 75.36(7) creates a controversy that must be terminated and creates uncertainty for all interconnection applicants that should be removed by issuing a Declaratory Order. Unless this flawed policy interpretation of Commission regulations used by FirstEnergy companies to reject otherwise proper interconnection applications is declared unlawful, uncertainty will continue regarding whether such improper rejections will happen again. The Commission should close the door to this improper result and remove any uncertainty regarding whether an exclusive Option to Lease Agreement is an "other legally binding contract" under the Commission's regulations.

12. FirstEnergy's changing policy interpretation on interconnection site control and failure to implement a uniform policy amongst its subsidiaries is strong evidence of an ongoing "controversy" that creates "uncertainty" and is based on an impermissibly narrow reading of Section

⁸ *Id.*

75.36(7) of the Commission’s regulations and is not supported by its own past practice or the plain language of the regulation.

13. This incorrect and arbitrary interpretation of Section 75.36(7) causes direct harm to CH Renewables, as it prevents CH Renewables from timely completing interconnections to the grid, which in turn negatively affects each 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 that cannot be fully compensated by money damages.

14. Further, FirstEnergy’s inconsistent and inaccurate interpretation of CH Renewables’ Option to Lease Agreements also constitutes unfair competition⁹ that irreparably damages the reputation of CH Renewables and cannot be fully compensated by monetary damages, and which will invariably increase the overall cost of the project.

15. Through this Amended Petition, CH Renewables renews its request that the Commission expeditiously terminate this controversy and remove uncertainty by issuing a declaratory order confirming that 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

16. 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.”¹⁰ The

⁹ 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 2020 ruling in *Hommrich v. Pennsylvania Public Utility Commission* held that other PUC regulations added criteria that restricted eligibility for net metering and inhibited the development of alternative energy. *Hommrich*, 231 A.3d 1027 (Pa. Commw. Ct. 2020). 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.

¹⁰ 66 Pa. C.S. § 331(f); *Borough of Olyphant v. Pa. Pub. Util. Comm’n*, 861 A.2d 377 (Pa. Commw. Ct. 2004).

Commission’s regulations likewise provide that a party may seek a declaratory order from the Commission to terminate a controversy or remove uncertainty.¹¹

17. 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.¹²

18. The Commission may issue a declaratory order without an evidentiary hearing.¹³ For purposes of petitions for declaratory orders, the Commission assumes the facts as alleged are true and issues a decision on the issues accordingly.¹⁴

III. CONTROVERSY TO BE TERMINATED / UNCERTAINTY TO BE REMOVED

19. Section 75.36 of the Commission’s regulations provides additional requirements for interconnection requests.¹⁵ Specifically, Section 75.36(7) provides that “[w]hen 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.*”¹⁶

20. The Commission’s regulations do not specifically define “site control,” yet the Commission has recognized site control as dominion over real property to the extent necessary to

¹¹ 52 Pa. Code § 5.42.

¹² *Id.* § 5.42(a)(1)–(4).

¹³ See, e.g., *In re Petition of Pa. Elec. Co. for Declaratory Order Regarding Electric Service in the Borough of Jennerstown, Somerset Cnty., Pa.*, Docket No. P-910518, 1992 Pa. PUC LEXIS 150, 1992 WL 687123 (1992) (although no evidentiary hearing was held, the Commission issued a declaratory order on the basis of the “pleadings in the record”); *Re Newtown Artesian Water Co.*, 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.”).

¹⁴ *Newtown Artesian Water Co.*, 0083 WL 824706; *Petition of Pa. Am. Water Co. for a Declaratory Order Regarding Service Territory in Westfall Twp., Pike Cnty., Pa.*, P-2022-3033109, Opinion and Order entered December 21, 2023 (reliance upon pleadings and data responses in the record).

¹⁵ 52 Pa. Code § 75.36.

¹⁶ *Id.* § 75.36(7) (emphasis added).

develop a project. *See Petition of W. Penn Power Co.*, Docket No. P-880286, Opinion and Order entered December 1, 1994, 1994 WL 932218 at n.6 (1994) (site control refers to the developer’s obligation to secure an appropriate site for the proposed facilities).

21. The “controversy” to be terminated by the Commission 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 requests must be approved by FirstEnergy.

22. The inclusion of the phrase “other legally binding contracts” after reference to examples of a “property tax bill, deed or lease agreement” makes clear 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. However, 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 that reflect an exclusivity or other business relationship between the developer and the property owner such that the developer has the right to possess or occupy a site for the purpose of developing a project. In connection with an interconnection application, an Option to Lease agreement is a legally binding contract.

23. FirstEnergy has caused “controversy” and “uncertainty” by adopting a policy that only a tax bill, deed, or lease agreement suffice as evidence of site control—then reversing its decision as to some applications, in some of its affiliates, but not in others. FirstEnergy’s inconsistent and limited view of what constitutes adequate site control is premised on an incorrect and incomplete reading of Section 75.36(7) and entirely ignores the regulation’s plain language providing that “other legally binding agreements” are acceptable.

24. For all of the projects in question, CH Renewables has complied with the site control requirement of Section 75.36(7) by supplying legally enforceable written Option to Lease Agreements to First Energy companies. The Option to Lease Agreements give CH Renewables legal dominion over real property to the extent necessary to design and construct the projects in question.

25. The Option to Lease Agreements that CH Renewables provided to FirstEnergy as part of its interconnection applications are 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.

26. As discussed in the Initial Petition, FirstEnergy's inconsistent and unsupported position that it will only accept a tax bill, deed, or lease agreement as evidence of site control is blatantly contrary to the Commission's regulation and causes substantial uncertainty for CH Renewables and all others who attempt to interconnect . The more recent rejection of four interconnection applications by West Penn Power, referenced in paragraph 7 above, based upon its erroneous interpretation of a Commission regulation, demonstrates that this is an ongoing "controversy" that should be terminated by the Commission.

27. Consequently, CH Renewables requests that the Commission issue a declaratory order confirming that Option to Lease Agreements are "other legally binding contracts" that provide sufficient evidence of site control necessary to meet the interconnection requirements of 52 Pa. Code § 75.36(7).

IV. REQUEST FOR EXPEDITED DECISION

28. Importantly, it has been more than 3 months since the filing of the Initial Petition in this matter, and Petitioner submits that the lack of a declaratory ruling in this matter is, at least in part,

related to West Penn Power's ongoing rejection of applications otherwise properly submitted. Consequently, CH Renewables respectfully requests that the Commission address the issues presented in its Original Petition and this Amended Petition on an expedited basis, as time is of the essence with respect to terminating this controversy and removing uncertainty.

29. FirstEnergy's incorrect and arbitrary interpretation of Section 75.36(7) is anticompetitive and is causing direct, irreparable harm to CH Renewables—as it prevents CH Renewables from completing its pending projects and interconnecting those projects to the grid in a timely manner. FirstEnergy's incorrect, inconsistent, and arbitrary interpretation creates the potential for CH Renewables to lose a unique business opportunity to control land and property that cannot be fully compensated by monetary damages.

30. FirstEnergy's unsupportable rejection of CH Renewables' Option to Lease Agreements constitutes an unfair, anticompetitive strategy of delay, which damages the reputation of CH Renewables, invariably increases the overall cost of these projects, and which cannot be fully compensated by monetary damages.

31. 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 these projects 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 projects are 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.

32. To avoid or limit the irreparable harm caused by FirstEnergy’s incorrect, inconsistent interpretation and anticompetitive practice and—given the clear and discrete nature of the legal issue presented 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 - such as the Option to Lease Agreements at issue here, 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

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lburge@eckertseamans.com

Date: July 24, 2025

Counsel for CH Renewables Acquisitions, LLC

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 Amended 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: July 24, 2025

Laurence Pelosi
Vice President
CH Renewables Acquisitions, LLC

ATTACHMENT 1

From: Cardinale, Joe <jcardinale@pa.gov>
Sent: Wednesday, July 16, 2025 2:49 PM
To: Renardo L. Hicks <rhicks@eckertseamans.com>
Cc: Capasso, Francesco <fcapasso@pa.gov>
Subject: [External] CH Renewables - Petition for Declaratory Order

Good afternoon Rick,

The Commission has been considering CH Renewables' Petition for Declaratory Order regarding what legal contracts constitute site control for purposes of interconnection requests, and we recently learned that FirstEnergy has approved all of the projects that are the subject of CH Renewables' Petition.

Since there is no longer a case or controversy here, I am reaching out to you to determine if CH Renewables will be filing a Motion to Withdraw its Petition for Declaratory Order.

If you could get back to me when you have a chance on what CH Renewables' intentions are I would greatly appreciate it.

Thanks, and I hope you are having a great summer.

Joe

www.puc.pa.gov

Joseph P. Cardinale, Jr.
Assistant Counsel
Law Bureau
Phone: 717-787-5558
Email: jcardinale@pa.gov
Consumer Hotline:
1-800-692-7380

ATTACHMENT 2

From: Renardo L. Hicks
Sent: Thursday, July 17, 2025 7:40 AM
To: Cardinale, Joe <jcardinale@pa.gov>
Cc: Capasso, Francesco <fcapasso@pa.gov>
Subject: RE: CH Renewables - Petition for Declaratory Order

Good morning, Joe:

Thanks for inquiring about this matter. While I wish I could say that there is no longer a case or controversy, that is simply not true. I have copied an email below which I sent to First Energy on Wednesday of last week (7/9/2025) regarding ongoing applications in dispute for the reasons outlined in our Petition. Please note that there were 4 separate applications in dispute with West Penn Power at that time, and one of them denied two days earlier on 4/7/2025. I have received no response to my email below. Consequently, there remains a case and controversy that can, and should, be addressed by a decision on our Petition. As a result, we will not be withdrawing our Petition and hope this matter can be quickly addressed by the Commission to permit my client to continue implementing its business plans in PA, which are consistent with the Alternative Energy Portfolio Standards Act and the Commission's regulations. Time is truly "of the essence" here.

Thanks.

From: Renardo L. Hicks
Sent: Wednesday, July 9, 2025 1:22 PM
To: tgiesler@firstenergycorp.com
Subject: RE: Petition for Declaratory Ruling

BTW – The Docket Number for our Petition is P-2025-3054496.

From: Renardo L. Hicks
Sent: Wednesday, July 9, 2025 1:13 PM
To: tgiesler@firstenergycorp.com
Subject: Petition for Declaratory Ruling

I write regarding our long-pending Petition for Declaratory Ruling filed in April with the PA PUC at Docket No. _____. Since that time, I was pleased to learn that CH Holdings was informed that based upon new advice from the PUC, your legal department updated guidance to the companies and Penn Power and Penelec reversed their previous denials of applications for two of my clients and accepted exclusive Option to Lease Agreements as suitable proof of Site Control. I write to you because it does not appear that all of the First Energy companies in PA have done so. As recently as today, my client Crow Holdings has shared with me that 4 of their applications (one of them as recently as Monday 7/7/2025) have been denied by West Penn Power based upon the old policy position that I thought had been changed for all First Energy companies. I have referenced those 4 applications below.

Both my clients and I appreciate the apparent change in policy that caused Penn Power and Penelec to approve their applications. Can you confirm whether there is a different policy at West Penn Power or Med-Ed?

Of course, my clients would most like to have their applications approved if this site control issue is all that prevents that. I have recently been asked by the PUC to update our Petition to reflect the events we have experienced with First Energy companies since its filing; however, I would much prefer to work this through collaboratively, and perhaps even consider recommending withdrawing our petition if a policy change can be made clear in writing for all of the First Energy companies.

Please respond at your earliest convenience. My contact information is included below.

**WPP-GENIC 5914 - REPA Breezewood Hills Solar
LLC**

Site control was denied on 7/7/25.

WPP-GENIC 5906 - REPA Five Points Solar, LLC

Site control denied 5/16/25; CHR inquired about policy change 6/30/25 - no response.

**WPP-GENIC 6015- REPA Huckleberry Ridge Solar
LLC**

Site control denied 5/2/25; CHR inquired about policy change 6/12/25; WPP requested revisions 7/7 which did not include site control changes.

WPP-GENIC 6065 - REPA New Derry Solar, LLC

Site control denied 4/9; CHR sent full lease 6/5; no response.

ATTACHMENT 3

From: Renardo L. Hicks <rhicks@eckertseamans.com>
Sent: Friday, July 18, 2025 1:54 PM
To: Cardinale, Joe <jcardinale@pa.gov>
Cc: Capasso, Francesco <fcapasso@pa.gov>
Subject: Re: CH Renewables

No problem. Will do.

From: Cardinale, Joe <jcardinale@pa.gov>
Sent: Friday, July 18, 2025 1:52:24 PM
To: Renardo L. Hicks <rhicks@eckertseamans.com>
Cc: Capasso, Francesco <fcapasso@pa.gov>
Subject: [External] CH Renewables

Good afternoon Rick,

We have determined that since there are new applications that have been denied which are not part of the existing Petition for Declaratory Order, CH Renewables needs to file an Amended Petition with the applications that have been denied. Since the applications that are part of the existing Petition have been resolved there is no controversy or uncertainty for the Commission to address here and will be denied if not amended.

Joe

www.puc.pa.gov

Joseph P. Cardinale, Jr.
Assistant Counsel
Law Bureau
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Email: jcardinale@pa.gov
Consumer Hotline:
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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 <tmarvich@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 <tmarvich@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:

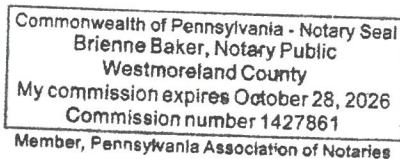
By: [Signature]
Name: David L Muellerleile

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 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)

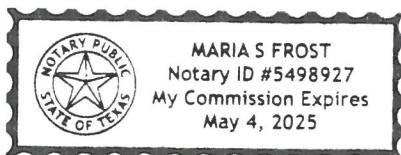
OPTIONEE:

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 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

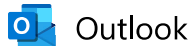
By: Laurence Pelosi
Name: Laurence Pelosi
Title: Vice President

ASSIGNEE

REPA Brook Hollow Solar, L.L.C.

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

ATTACHMENT F



Re: WPP-GENIC 6065 - REPA New Derry Solar, LLC - Site Control Required

From Mary-Margaret Hertz <mhertz@crowholdings.com>

Date Thu 6/5/2025 3:03 PM

To WP_Interconnection <wp_interconnection@firstenergycorp.com>

Cc Riean Norman <rnorman@crowholdings.com>; Tim Marvich <tmarvich@crowholdings.com>

1 attachment (2 MB)

Losier Lease & Lease memo- Redacted.pdf;

Yes- please find attached Exhibit D (Ground Lease).

Thank you,



Mary-Margaret Hertz

Director

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

mhertz@crowholdings.com

M: 945.341.2564

From: WP_Interconnection <wp_interconnection@firstenergycorp.com>

Sent: Thursday, June 5, 2025 1:37 PM

To: Mary-Margaret Hertz <mhertz@crowholdings.com>

Cc: Riean Norman <rnorman@crowholdings.com>; Tim Marvich <tmarvich@crowholdings.com>

Subject: RE: WPP-GENIC 6065 - REPA New Derry Solar, LLC - Site Control Required

External Email

Hello Mary-Margaret,

The option to ground lease agreement you submitted is not acceptable because it does not show the necessary property rights will be granted in the ground lease agreement which would come after the option period. In the option agreement there is a ground lease agreement that is referenced as exhibit D, can you please share this with us?

Kind regards,



West Penn Power Interconnection

Email: wp_interconnection@firstenergycorp.com

FirstEnergy Energy Efficiency is offering a rebate of up to \$500.00 if a no-cost home energy audit is completed prior to the Solar Meter being installed. To apply please visit homeaudit.energysavepa.com or call 866-787-5237.

From: Mary-Margaret Hertz <mhertz@crowholdings.com>
Sent: Wednesday, April 16, 2025 3:11 PM
To: WP_Interconnection <wp_interconnection@firstenergycorp.com>
Cc: Riean Norman <rnorman@crowholdings.com>; Tim Marvich <tmarvich@crowholdings.com>
Subject: WPP-GENIC 6065 - REPA New Derry Solar, LLC - Revised Documents

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

Good afternoon,

I have removed the GPS coordinates from the service point address on the NEM Rider. Please find the updated application attached.

Regarding Site Control, our option to lease agreement with the landowner is an exclusive, legally binding contract between two parties (tenant and landlord) that gives us REPA New Derry 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 has on prior applications until now. I have attached our full option agreement for your review and the assignment and assumptions agreement, assigning all obligations thereunder to REPA New Dery Solar, LLC. Please provide further clarification as to why this legally binding and exclusive contract is not acceptable to West Penn Power.

Respectfully,



Mary-Margaret Hertz
Director
1530 Wilson Boulevard, Suite 330 | Arlington, VA 22209 (Remote)
mhertz@crowholdings.com
M: 945.341.2564

From: WP_Interconnection
Sent: Wednesday, April 9, 2025 11:44 AM
To: Mary-Margaret Hertz
Cc: Riean Norman; Tim Marvich
Subject: WPP-GENIC 6065 - REPA New Derry Solar, LLC - Revisions Needed

External Email

Good morning,

We have reviewed the revisions of **WPP-GENIC 6065 - REPA New Derry Solar LLC**, and the following will need to be corrected to move forward with the application:

- **FirstEnergy Interconnection Application**
 - No comments at this time.
- **FirstEnergy Net Energy Metering Rider**
 - Please remove the GPS coordinates on the service point address, as this line should exactly match the formatting of the facility address indicated on the Interconnection Application.
- **Interconnection Application Addendum**
 - No comments at this time.
- **Site Plan**
 - No comments at this time.
- **One Line Drawing**
 - No comments at this time.
- **Spec Sheets**
 - No comments at this time.
- **Load Balance Sheet**
 - No comments at this time.
- **Site Control**
 - Please provide acceptable site control documentation as defined in 52 PA. Code §75.36 (7) showing how the customer name indicated on the Interconnection Application has rights to the land. Currently, we do not accept Lease Option Agreements as suitable proof of site control.

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

Kind regards,



West Penn Power Interconnection

Email: wp_interconnection@firstenergycorp.com

From: Mary-Margaret Hertz <mhertz@crowholdings.com>
Sent: Thursday, March 27, 2025 11:39 AM
To: WP_Interconnection <wp_interconnection@firstenergycorp.com>
Cc: Riean Norman <rnorman@crowholdings.com>; Tim Marvich <tmarvich@crowholdings.com>
Subject: WPP-GENIC 6065 - REPA New Derry Solar, LLC - Revised Documents

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

Good morning, the requested updates have been addressed and can be found in the attached updated application. Please let me know if any additional information is needed.

- **FirstEnergy Interconnection Application**
 - The Customer Generator Facility Information section
 - Please verify the annual energy consumption at the site with the attached load balance sheet. **Completed.**
 - Inverter Information section
 - Please indicate the inverter model number **Indicated**
- **FirstEnergy Net Energy Metering Rider**
 - Please remove the GPS coordinates on the service point address, to match the facility address indicated on the Interconnection Application. **The coordinates have been corrected and now correspond to the facility address.**
- **Interconnection Application Addendum**
 - No comments at this time.
- **Site Plan**
 - Please show the nearest crossing street or provide reference to its distance and direction. **Done.**
 - Please include notes with the AC disconnect that it is lockable, 24/7 accessible, and has visible breaks. **Done.**
 - Please show the gate for the surrounding fence. **Done.**
- **One Line Drawing**
 - Please include the manufacturer/model of the AC disconnect. - **Included in Riser Diagram Key Notes on p. SK-3A**
 - Please include the manufacturer/model of the recloser. **Included in Riser Diagram Key Notes on p. SK-3A**
 - Please revise the one line drawing to match the configuration of Type 3 of the attached document. - **Done.**
- **Spec Sheets**
 - Recloser spec sheet missing. **Now included in updated application**
- **Load Balance Sheet**
 - Please complete the attached Load Balance sheet to the best of your knowledge and verify the current annual energy consumption indicated on the Interconnection Application. **Completed. Now included in updated application.**
- **Site Control**
 - No comments at this time.

Thank you,

From: WP_Interconnection
Sent: Thursday, March 13, 2025 1:43 PM
To: Mary-Margaret Hertz
Cc: Riean Norman; Tim Marvich
Subject: WPP-GENIC 6065 - REPA New Derry Solar, LLC - Revisions Needed

External Email

Good afternoon,

We have completed the review of **WPP-GENIC 6065 - REPA New Derry Solar LLC**, and the following will need to be corrected to move forward with the application:

- **FirstEnergy Interconnection Application**
 - The Customer Generator Facility Information section
 - Please verify the annual energy consumption at the site with the attached load balance sheet.
 - Inverter Information section
 - Please indicate the inverter model number
- **FirstEnergy Net Energy Metering Rider**
 - Please remove the GPS coordinates on the service point address, to match the facility address indicated on the Interconnection Application.
- **Interconnection Application Addendum**
 - No comments at this time.
- **Site Plan**
 - Please show the nearest crossing street or provide reference to its distance and direction.
 - Please include notes with the AC disconnect that it is lockable, 24/7 accessible, and has visible breaks.
 - Please show the gate for the surrounding fence.
- **One Line Drawing**
 - Please include the manufacturer/model of the AC disconnect.
 - Please include the manufacturer/model of the recloser.
 - Please revise the one line drawing to match the configuration of Type 3 of the attached document.
- **Spec Sheets**
 - Recloser spec sheet missing.
- **Load Balance Sheet**
 - Please complete the attached Load Balance sheet to the best of your knowledge and verify the current annual energy consumption indicated on the Interconnection Application.
- **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: Mary-Margaret Hertz <mhertz@crowholdings.com>

Sent: Monday, February 24, 2025 5:23 PM

To: WP_Interconnection <wp_interconnection@firstenergycorp.com>

Cc: Riean Norman <rnorman@crowholdings.com>; Tim Marvich <tmarvich@crowholdings.com>

Subject: WPP-GENIC 6065 - REPA New Derry Solar, LLC - NEMR (2 of 2) (Application in Separate Email)

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Good evening, sending along the corrected Net Energy Metering Rider for REPA New Derry Solar, LLC as I realize that the service address information was incorrect in the form I sent on 2/21. Please find the correct rider attached. All other information on the application sent 2/21 is accurate.

Apologies for the inconvenience.

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 <mhertz@crowholdings.com>

Sent: Friday, February 21, 2025 6:03 PM

To: WP_interconnection@firstenergycorp.com <WP_interconnection@firstenergycorp.com>

Cc: Riean Norman <rnorman@crowholdings.com>; Tim Marvich <tmarvich@crowholdings.com>

Subject: New Level 3 Interconnection Application - REPA New Derry Solar, LLC

Good evening,

Please find attached an interconnection application for the interconnection of a 3MW NEM project. A check in the amount of \$6,350 was delivered to your offices in Greensburg, PA today at 3:02pm.

Attached you will find:

- A completed Level 3 Interconnection application with
 - o Battery Storage Addendum
 - o Net Energy Metering Rider - Application for Service
 - o Smart Inverter Addendum
 - o Inverter Data Sheet
 - o Module Data Sheet
 - o Parasitic Load Estimate
 - o Engineer-stamped Site Plan & Single Line Diagram
- Site Control Verification
 - o Including an Assignment and Assumption Agreement
- Inverter UL Certificate of Compliance

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

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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FIRSTENERGY INTERCONNECTION APPLICATION
For a Level 2, 3 or 4 Review - Generation Up To 2,000 kW ¹
(To be filled out and submitted prior to installation)

CUSTOMER GENERATOR CONTACT INFORMATION**Legal Name and Mailing Address of Customer-Generator:** (if an Individual, Individual's Name)

Name: _____

Mailing Address: _____

City: Dallas State: TX Zip Code: 75219

Contact Person (If other than Above): _____

Mailing Address (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Fax Number: _____ Email: _____

Alternative Contact Information: (if different from Customer-Generator above)

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Fax Number: _____ Email: _____

The Customer-Generator Facility's Information:

Facility Address: _____

City: _____ State: PA Zip Code: _____

Nearest Crossing Street: _____

Electric Distribution Company ("EDC"): Select Utility _____

Account #: _____ Meter #: _____

Existing Service Voltage: _____ VAC Existing Service Capacity: _____ Amps

Current Annual Energy Consumption: _____ kWh Estimated In-service Date: _____

Do you plan to export power? ² SelectIf Yes, Estimated Maximum: _____ kW_{AC}, Estimated Gross Annual Energy Production: _____ kWhOne-line Diagram Attached (Required): Select Site Plan Attached (Required): SelectEnergy Source: Select Gross Generator Rating: _____ kW_{AC}Utility Accessible AC Disconnect or Lock Box: Select**Requested Level of Review:** Select Type of Generation Equipment: Select

Level 2 Review – Certified, Inverter based, Up to 2,000 kW – Page No 3

Level 3 Review – Up to 2,000 kW that do not meet the requirements for Level 1 Review - Page No 3 or 4

Level 4 Review - Generators that do not qualify for Level 1 or 2 review and do not export power

Less than 10 kW, certified, inverter based, connected to an Area Network – Page No 3

Between 10 & 50 kW, certified, inverter based, connected to an Area Network – Page No 3

Less than 2, 000 kW connected to a radial distribution line – Page No 3 or 4

DocuSign Envelope ID: 5FA7C2DD-94AB-41A4-AAE1-3D938DED3E31

Equipment Installation Contractor: Indicate by owner if applicable Name: TBD

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Fax Number: _____ Email: _____

Electrical Contractor: (If Applicable) Indicate if not applicable Name: TBD

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Fax Number: _____ Email: _____

Consulting Engineer: (If Applicable) Indicate if not applicable Name: BL CompaniesMailing Address: 355 Research ParkwayCity: Meriden State: CT Zip Code: 06450Contact Person (If other than Above): Brian PoeltlTelephone (Daytime): 203.608.2442 (Evening): _____Fax Number: 203.630.2615 Email: bpoeltl@blcompanies.com**Application Fee:**

The Applicant shall deposit a not refundable application fee which is approved by the Commission and is listed on the EDC's Website. Depending on the level of review and nature of the energy generating equipment, additional study and review fees, as permitted by Pa regulations may be required and are not a part of the aforementioned application fee. Application Fee Enclosed: Yes Amount: 6,350

Customer-Generator Insurance Disclosure:

General Liability Insurance coverage is not required under Pennsylvania's Net Metering regulations. However, the Customer still has responsibility and/or liability for any damage(s) or injury(ies) caused by the Customer-generator Facility and/or the Customer's Interconnection Facilities. The Customer-Generator is advised to consider obtaining appropriate coverage.

Customer-Generator Signature:

I hereby certify that to the best of my knowledge, all of the information provided in this Application is accurate.

Legal Name of Customer-Generator: REPA New Derry Solar, L.L.C.Customer-Generator Signature: Laurence Pelosi Date: 3/25/2025Printed Name: Laurence Pelosi Title: Vice President

¹ Customers proposing to install generation greater than 2,000 kW are required to contact their EDC for the appropriate application procedures.

² If net-metering is anticipated, a Net Energy Metering Rider – Application for Service should be submitted with this application.

FIRSTENERGY INTERCONNECTION APPLICATION
Customer-Generator Equipment Information for Inverter Based Systems
(May be applicable to a Level 2, 3 or 4 Review)

DC Source information:

Energy Source: Select _____

DC Source Rating: _____ kW_{DC}

Nominal DC Voltage: _____ V_{DC}

Ampere Rating: _____ Amps DC

Inverter Information:

Inverter Manufacturer: _____

Inverter Type; Select Type _____

Model Number of Inverter; _____

Number of Units¹: _____

Inverter Rating: _____ kW_{AC}

Voltage Rating: _____ Volts_{AC}

Ampere Rating: _____ Amps_{AC}

Power Factor: _____ %,

Number of Phases: Select

Frequency: _____ Hz,

IEEE1547/UL1741 Certification²: Select

Evidence of Certification attached: Select

¹ Attach additional sheets as necessary in the event of multiple units of various types/sizes

² The applicant is encouraged to provide evidence of IEEE1547/UL1741 Test Certification with this application, and may be required to do so in the event such evidence is not readily accessible to the EDC.

FIRSTENERGY INTERCONNECTION APPLICATION

Customer-Generator Equipment Information for Parallel Rotating Equipment Based Systems (May be applicable to a Level 3 or 4 Review)

It is anticipated that many projects proposing to utilize directly coupled rotating generation may not have the specific information necessary for the EDC to adequately evaluate the impact of the proposed facility on the EDC's electrical distribution system at the time of the initial application. Often times the equipment for which this information is needed hasn't been specified. The type information necessary may be conveyed during a scoping meeting or other correspondence early on during the project development. Depending on the nature of the project, this is often an iterative process. Different EDC's analytical systems may require that data be provided conforming to specific standard formats which will be conveyed by the EDC. While not all inclusive, examples of the information commonly required are as follows:

For Synchronous Machines: Copies of the Saturation Curve and the Vee Curve - Salient vs. Non-Salient - Torque: (lb-ft) - Rated RPM - Field Amperes at rated generator voltage and current and % PF over-excited - Maximum Leading and Lagging Reactive Output Power - Type of Exciter - Output Power of Exciter - Type of Voltage Regulator - Direct-axis Synchronous Reactance (X_d) ohms - Direct-axis Transient Reactance (X'_d) ohms - Direct-axis Sub-transient Reactance (X''_d) ohms - Rated Nominal Frequency

For Induction Machines: Rotor Resistance (R_r) ohms - Exciting Current (Amps) - Rotor Reactance (X_r) (ohms) - VARs (No Load) - Magnetizing Reactance (X_m) - Stator Resistance (R_s) - VARs (Full Load) - Stator Reactance (X_s) – Short Circuit Reactance (X''_d) - Number of Phases - Frame Size - Design Letter - Temp. Rise °C

Protective Equipment: The Customer Generator shall design a protective scheme that will provide the protective functions specified in IEEE 1547 and submit it to the EDC for review & acceptance. The submittal shall include a single line drawing showing the location of instrument transformers (current and voltage) and the location of the relays, breakers and fuses. Indicate the manufacturer and model number of each type of device. Breaker data shall include continuous and interrupting ampere ratings. If relays are used, indicate function, the tripping source and its voltage.

Isolation Transformer: Manufacturer - Manufacturer reference number - Nominal Voltage Ratio – High / Low Voltage Taps - Number of Units - Rated kVA – Percentage Impedance @ kVA base – High / Low Voltage Winding Configuration

Battery Storage Addendum

This addendum is to be include with interconnection part 1 applications that include battery storage

Battery Information:

- *Manufacturer: _____
- *Model Number of Battery: _____
- *Battery Max Output: _____ kW AC DC
- *Battery Storage Capacity: _____ kWh
- *Number of Batteries: _____

(Attach additional sheets as necessary in the event of multiple units of various types / sizes)

Customer Signature

I hereby certify that all of the information provided in this application request form is true.

*Customer Generator Signature: Laurence Pelosi

*Title: _____

*Date: _____

FirstEnergy

Net Energy Metering Rider – Application for Service¹

Customer's Name: _____

Service Point Address: _____

City: _____ State: _____ Zip: _____

Account Number: _____

Contact Person: _____

Telephone Number: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

This application is for electric service under the _____ Company's Net Energy Metering Rider for the above customer ("Customer"). The Customer qualifies for the Net Energy Metering Rider since its generator of electricity uses as its fuel approved under the Alternative Energy Portfolio Standards Act No. 2004-213 ("Act"), solar photovoltaic, solar thermal, wind power, hydropower, geothermal, biologically derived methane gas, biomass energy, coal mine methane, waste coal, demand-side management, municipal solid waste, by-products of the pulping process and wood manufacturing process, integrated combined coal gasification technology or a fuel cell/distributed generation that is located on the Customer's premises and operates in parallel with the Company's transmission and distribution systems and is intended primarily to offset part or all of the Customer's requirements for electricity.

The Customer-generator facility qualifies for the Rider as it is a Select Type generator, which is one of those qualifying facilities identified in the Rider and restated above. Total rated generating capacity of the Customer-generator to be used and billed under the Net Energy Metering Rider, is _____ kW (Not to exceed 50 kW residential, 3 MW non-residential and up to 5 MW under certain conditions as specified in the Act).²

The Customer acknowledges that it has read the Net Energy Metering Rider and agrees to all terms and conditions contained therein including without limitation those specified in the

¹ When finished completing form, save with a new name. Place cursor on a spot other than a drop-down list to print.

² In the event this host account intends to make excess energy available to other qualifying accounts under the "Virtual Meter Aggregation" provisions of the Rider, the account information required on the Addendum must be supplied for each additional account..

Company's interconnection tariff and the Company's interconnection requirements. The customer agrees not to operate its generator in parallel with the Company's electrical system without specific approval in accordance with the Company's interconnection requirements.

The Customer understands and agrees that a meter, which is capable of registering the flow of electricity in each direction, must be in service at the facility. If a meter is not in service with this capability, the Customer must submit a written request to the Company, and provide reasonable time for installation and the EDC will not charge the Customer generator a fee or other type of charge unless the fee or charges would apply to other customers. (The customer-generator is responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.)

The Customer acknowledges and agrees that any generation interconnected to utility facilities that is in excess of the capacity studied and agreed to in the Interconnection Agreement is cause for disqualification for service under the Net Energy Metering Rider. Any proposed increase in capacity will be subject to the standard interconnection application process.

Requested By:

REPA New Derry Solar, LLC

Customer Name

Lawrence Pelosi

Authorized Signature

4/16/2025

Date

Approved By:

Company Signature

Name (Typed of Printed)

Date

Rejected:

Company Signature

Name (Typed of Printed)

Reason for Rejection

Date

DocuSign Envelope ID: CEB88A63-AF97-44C6-BEFD-029E389B0A0F

Revised 2-2024

Smart Inverter Addendum

This addendum is to be include with interconnection part 1 applications that include inverter based generation

Inverter UL1741-SB Certified?

Yes No

Default specified settings file must be installed on all IEEE-1547-2018/UL1741-SB certified inverters, see website for details. The applicant may provide evidence of IEEE-1547-2018/UL1741SB test certification with this application and may be required to do so if certification documentation is not readily available.

Customer Signature

I hereby certify that all of the information provided in this application request form is true.

*Customer Generator Signature: Laurence Pelosi

*Title: Vice President

*Date: 2/21/2025

APPLICATION FOR NEW NON-RESIDENTIAL ELECTRIC SERVICE

CUSTOMER (Party to be billed)	Customer/Company Name: _____ DBA: _____ EIN/SS #: _____ DOB: _____ Telephone #: _____ Billing Address: _____ City: _____ State: _____ Zip Code: _____ E-mail: _____																																																												
JOB ADDRESS	Service Address: _____ City: _____ State: _____ Zip Code: _____ County: _____ Township: _____ Development: _____ Lot #: _____																																																												
SERVICE TO:	Building/site use: _____ Square Footage: _____ Operating Hours/Day: _____ /Week: _____																																																												
CONTACT DETAILS	Contact Name: _____ Telephone #: _____ Cell #: _____ Alt #: _____ FAX #: _____ E-mail: _____																																																												
ELECTRIC SERVICE DETAILS	Temporary Service Required? <input type="checkbox"/> Service Entrance Size (Amps): _____ Overhead: <input type="checkbox"/> Underground: <input type="checkbox"/> 1 or 3 Phase: ___ Voltage: ___ / ___ Permanent Service - Service Entrance Size (Amps): _____ Overhead: <input type="checkbox"/> Underground: <input type="checkbox"/> 1 or 3 Phase: ___ Voltage: ___ / ___																																																												
LOAD	<p style="text-align: center;">Note: Failure to complete load information may cause service delay.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Description</th> <th style="width: 10%;">1 PH</th> <th style="width: 10%;">Hours/Day</th> <th style="width: 10%;">3 PH</th> <th style="width: 10%;">Hours/Day</th> </tr> </thead> <tbody> <tr><td>Air Conditioning – kW</td><td></td><td></td><td></td><td></td></tr> <tr><td>Space Heating - kW</td><td></td><td></td><td></td><td></td></tr> <tr><td>Water Heating – kW</td><td></td><td></td><td></td><td></td></tr> <tr><td>Refrigeration - kW</td><td></td><td></td><td></td><td></td></tr> <tr><td>Cooking - kW</td><td></td><td></td><td></td><td></td></tr> <tr><td>Process Heating - kW</td><td></td><td></td><td></td><td></td></tr> <tr><td>Lighting - kW</td><td></td><td></td><td></td><td></td></tr> <tr><td>Misc. - kW</td><td></td><td></td><td></td><td></td></tr> <tr><td>Motors – total connected kW *</td><td></td><td></td><td></td><td></td></tr> <tr><td>Largest Motor - HP</td><td></td><td></td><td></td><td></td></tr> <tr><td>Electronic Equip - kW</td><td></td><td></td><td></td><td></td></tr> </tbody> </table> <p style="text-align: center;">* Provide listing for motors over 6.5 HP (1 PH) or 19.9 HP (3 PH).</p>	Description	1 PH	Hours/Day	3 PH	Hours/Day	Air Conditioning – kW					Space Heating - kW					Water Heating – kW					Refrigeration - kW					Cooking - kW					Process Heating - kW					Lighting - kW					Misc. - kW					Motors – total connected kW *					Largest Motor - HP					Electronic Equip - kW				
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Electronic Equip - kW																																																													
COMMENTS	Stage of construction: _____ Closest Pole or Pad-mounted Transformer #: _____ Directions: _____ Submitted By (required): _____																																																												
AP USE ONLY	Work Request # _____ A security deposit of \$ _____ will be added to your first bill.																																																												

**Sheet 2
Non-Residential Service**

List aggregated loads below by category. If separate schedules are attached (panel schedules, etc.) loads from attachments must be aggregated and listed below also.

Description	1 PH	Hours/Day	3 PH	Hours/Day
Air Conditioning - kW				
Space Heating - kW				
Water Heating - kW				
Refrigeration - kW				
Cooking - kW				
Process Heating - kW				
Lighting - kW				
Misc. - kW				
Motor - Total Connected kW*				
Largest Motor - HP				
Electronic Equipment - kW				

* Provide individual listing below for motors over 6.5 HP (1 PH) or 19.9 (3 PH)

Service Voltage: 120/240V 120/208V 277/480V Other _____

Service Phase: Single Phase Poly Phase

Stage of construction: _____

Closest pole or pad mounted transformer number: _____

Directions to site: _____

	Motor 1	Motor 2	Motor 3	Motor 4
Description / Purpose / Use				
Horsepower Rating				
Voltage & No. of Phases				
Service Factor				
Full Load RPM				
Locked Rotor kVa Code				
Locked Rotor Amps				
Starts/Hour or Starts/Day				
Design Letter Code				
Full Load Amps				
Efficiency Rating				
Power Factor				
Reduced Voltage Start Y/N ?				
Provide Starting Method				

Customer Name: _____ 0 _____

Notification No: _____ 0 _____

**REPA New Derry Solar, LLC
6009 Route 982
Blairsville, PA
15717**

Parasitic Load Estimate:

Annual parasitic Load (kWh) estimate for the DER system.

• AC system losses:	232,381	kWh
• Inverter loss:	96,823	kWh
• Data Acquisition System:	1,749	kWh
Total:	330,953	kWh

End of Report



/ SHP 125-US-21 / SHP 150-US-21 / SHP 165-US-21 / SHP 172-US-21



Sunny Highpower PEAK3-US

125 / 150 / 165 / 172

A superior distributed generation
solution for large-scale power plants

25
YEAR
DESIGN LIFE



Cost effective

- Modular architecture reduces BOS and maximizes system uptime
- Compact design and high power density maximize transportation and logistical efficiency

Maximum flexibility

- Scalable 1,500 VDC building block with best-in-class performance
- Flexible architecture creates scalability while maximizing land usage

Simple install, commissioning

- Ergonomic handling and simple connections enable quick installation
- Centralized commissioning and control with SMA Data Manager

Highly innovative

- SMA Smart Connected reduces O&M costs and simplifies field-service
- Powered by award winning ennexOS cross sector energy management platform

The Sunny Highpower PEAK3 1,500 VDC inverter offers high power density in a modular architecture that achieves a cost-optimized solution for large-scale PV integrators.

With fast, simple installation and commissioning, the PEAK3 is accelerating the path to energization. SMA has also brought its field-proven Smart Connected technology to the PEAK3, which simplifies O&M and contributes to lower lifetime service costs. The PEAK3 power plant solution is powered by the ennexOS cross sector energy management platform, 2018 winner of the Intersolar smarter E AWARD.

Technical Data	Sunny Highpower PEAK3 125-US	Sunny Highpower PEAK3 150-US	Sunny Highpower PEAK3 165-US	Sunny Highpower PEAK3 172-US
Input (DC)				
Maximum array power ¹⁾	250 kWp	300 kWp	330 kWp	344 kWp
Maximum system voltage	1500 Vdc			
Rated MPP voltage range	705 V ... 1450 V	880 V ... 1450 V	924 V ... 1450 V	968 V ... 1450 V
MPPT operating voltage range	684 V ... 1500 V	855 V ... 1500 V	898 V ... 1500 V	941 V ... 1500 V
MPP trackers	1			
Maximum operating input current	180 A			
Maximum input short-circuit current	325 A			
Output (AC)				
Nominal AC power	125 kW	150 kW	165 kW	172 kW
Maximum apparent power	125 kVA	150 kVA	165 kVA	172 kVA
Output phases / line connections	3 / 3-PE			
Nominal AC voltage	480 V	600 V	630 V	660 V
Compatible transformer winding configuration	Wye-grounded			
Maximum output current	151 A			
Rated grid frequency	60 Hz			
Grid frequency / range	50 Hz, 60 Hz / -6 Hz ... +6 Hz			
Power factor at rated power / adjustable displacement	1 / 0.8 leading ... 0.8 lagging			
Harmonics (THD)	<3%			
Efficiency				
CEC efficiency	98.5 %	99.0 %	99.0 %	99.0 %
Protection and safety features				
Ground fault monitoring: Riso / Differential current	● / ●			
DC reverse polarity protection	●			
AC short circuit protection	●			
Monitored surge protection (Type 2): DC / AC	● / ●			
Protection class / overvoltage category (as per UL 840)	I / IV			
General data				
Device dimensions (W / H / D)	770 / 830 / 462 mm (30.3 / 32.7 / 18.2 in)			
Device weight	99 kg (218 lbs)			
Operating temperature range	-25 °C ... +60 °C (-13 °F ... +140 °F)			
Storage temperature range	-40 °C ... +70 °C (-40 °F ... +158 °F)			
Audible noise emission (full power @ 1m and 25 °C)	< 69 dB(A)			
Internal consumption at night	< 5 W			
Topology	Transformerless			
Cooling concept	OptiCool (forced convection, variable speed fans)			
Enclosure protection rating	Type 4X			
Maximum permissible relative humidity (non-condensing)	100%			
Additional information				
Mounting	Rack mount			
DC connection	Terminal lug (up to 600 kcmil CU/AL)			
AC connection	Screw terminal (up to 300 kcmil CU/AL)			
LED indicators (Status/Fault/Communication)	●			
SMA Speedwire (Ethernet network interface)	● (2 x RJ45 ports)			
Data protocols: SMA Modbus / SunSpec Modbus	● / ●			
Integrated Plant Control / Q on Demand 24/7	● / ●			
Off-grid capable / SMA Hybrid Controller compatible	- / ●			
Monitoring				
SMA Sunny Portal (monitoring portal)	No cost for the lifetime of the system			
SMA Smart Connected (monitoring and remote O&M service)	No cost on inverters under warranty			
Supported protocols for outbound data	SMA external API, Modbus, FTP			
Certifications				
Certifications and approvals (pending)	UL 62109, UL 1998, CAN/CSA-C22.2 No.62109			
Manufacturer's Declaration of Design Life	25 years			
FCC compliance	FCC Part 15, Class A			
Grid interconnection standards	IEEE 1547:2018, UL 1741-SA - CA Rule 21, HECO Rule 14H, UL1741SB			
Advanced grid support capabilities	L/HVRT, L/HVRT, Volt-VAR, Volt-Watt, Frequency-Watt, Ramp Rate Control, Fixed Power Factor			
Warranty				
Standard	5 years			
Optional extensions (total warranty coverage cannot exceed 25 years)	+5 / +10 / +15 / +20 years			
1) Higher DC array power permitted via site inverter load modeling in SMA Sunny Design				
Type designation	SHP 125-US-21	SHP 150-US-21	SHP 165-US-21	SHP 172-US-21
● Standard features ○ Optional features – Not available				

SHP-US-23: Changes to products and services, including those resulting from country-specific requirements, as well as deviations from technical data are subject to change at any time without notice. SMA assumes no liability for typographical or other errors. Please visit www.sma.com for the latest information.

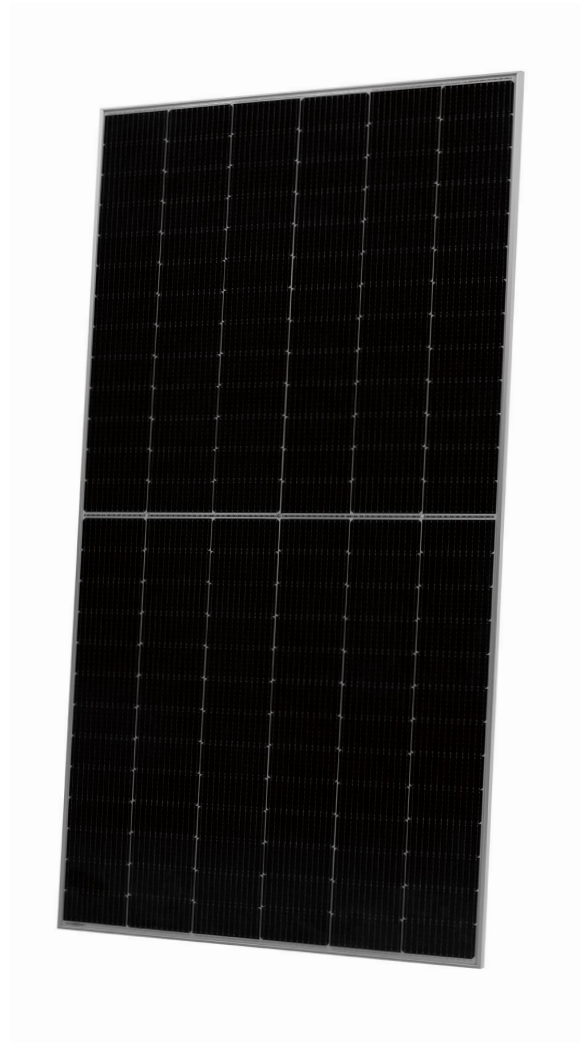
DocuSign Envelope ID: 5FA7C2DD-94AB-41A4-AAE1-3D938DED3E31

Q.PEAK DUO XL-G11 SERIES



570 - 590 Wp | 156 Cells
21.5 % Maximum Module Efficiency

MODEL Q.PEAK DUO XL-G11.3
Q.PEAK DUO XL-G11.7



Breaking the 21% efficiency barrier

Q.ANTUM DUO Z technology with zero gap cell layout boosts module efficiency up to 21.5%.



Enduring high performance

Long-term yield security with Anti LeTID Technology, Anti PID Technology¹ and Hot-Spot Protect.



Low electricity generation costs

Higher yield per surface area, lower BOS costs and up to 175 watts more module power than standard 144 half-cell modules.



Extreme weather rating

High-tech aluminium alloy frame, certified for high snow (5400 Pa) and wind loads (2400 Pa).



A reliable investment

Inclusive 12-year product warranty and 25-year linear performance warranty².



State of the art module technology

Q.ANTUM DUO combines cutting edge cell separation and innovative 12-busbar design with Q.ANTUM Technology.

¹ APT test conditions according to IEC/TS 62804-1:2015, method A (-1500 V, 96 h)

² See data sheet on rear for further information.

The ideal solution for:

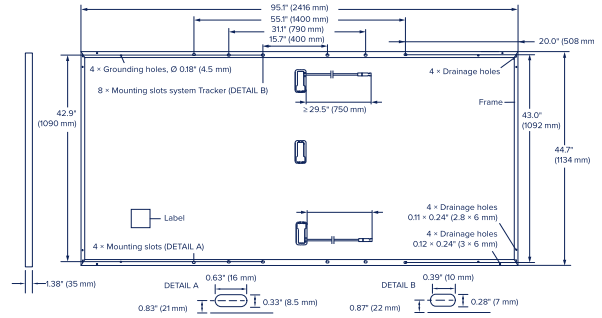
 Ground mounted



Q.PEAK DUO XL-G11 SERIES

Mechanical Specification

Format	95.1 in × 44.6 in × 1.38 in (including frame) (2416 mm × 1134 mm × 35 mm)
Weight	67.7 lbs (30.7 kg)
Front Cover	0.13 in (3.2 mm) thermally pre-stressed glass with anti-reflection technology
Back Cover	Composite film
Frame	Anodised aluminium
Cell	6 × 26 monocrystalline Q.ANTUM solar half cells
Junction box	2.09-3.98 in × 1.26-2.36 in × 0.59-0.71 in (53-101 mm × 32-60 mm × 15-18 mm), Protection class IP67, with bypass diodes
Cable	4 mm ² Solar cable; (+) ≥ 29.5 in (750 mm), (-) ≥ 13.8 in (350 mm)
Connector	Stäubli MC4-Evo2, Hanwha Q CELLS HQC4; IP68



Electrical Characteristics

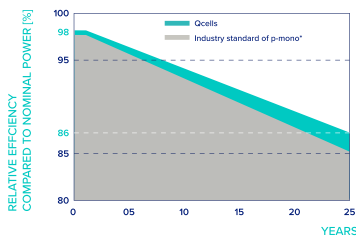
POWER CLASS		570	575	580	585	590	
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC ¹ (POWER TOLERANCE +5 W/-0 W)							
Minimum	Power at MPP ¹	P_{MPP} [W]	570	575	580	585	590
	Short Circuit Current ¹	I_{SC} [A]	13.49	13.51	13.54	13.57	13.59
	Open Circuit Voltage ¹	V_{OC} [V]	53.59	53.62	53.64	53.67	53.70
	Current at MPP	I_{MPP} [A]	12.82	12.87	12.92	12.97	13.01
	Voltage at MPP	V_{MPP} [V]	44.46	44.68	44.90	45.12	45.33
	Efficiency ¹	η [%]	≥ 20.8	≥ 21.0	≥ 21.2	≥ 21.4	≥ 21.5

MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT²

Minimum	Power at MPP	P_{MPP} [W]	427.6	431.4	435.1	438.9	442.6
	Short Circuit Current	I_{SC} [A]	10.87	10.89	10.91	10.93	10.95
	Open Circuit Voltage	V_{OC} [V]	50.54	50.56	50.59	50.62	50.64
	Current at MPP	I_{MPP} [A]	10.09	10.13	10.17	10.22	10.26
	Voltage at MPP	V_{MPP} [V]	42.39	42.58	42.77	42.96	43.14

¹Measurement tolerances $P_{MPP} \pm 3\%$; I_{SC} ; $V_{OC} \pm 5\%$ at STC; 1000 W/m², 25 ± 2 °C, AM 1.5 according to IEC 60904-3 • ²800 W/m², NMOT, spectrum AM 1.5

Qcells PERFORMANCE WARRANTY

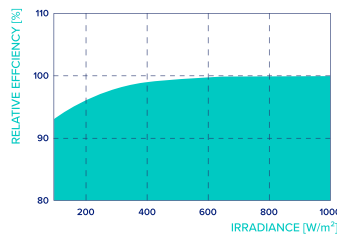


At least 98% of nominal power during first year. Thereafter max. 0.5% degradation per year. At least 93.5% of nominal power up to 10 years. At least 86% of nominal power up to 25 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Qcells sales organisation of your respective country.

¹Standard terms of guarantee for the 5 PV companies with the highest production capacity in 2021 (February 2021)

PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m²).

TEMPERATURE COEFFICIENTS

Temperature Coefficient of I_{SC}	α [%/K]	+0.04	Temperature Coefficient of V_{OC}	β [%/K]	-0.27
Temperature Coefficient of P_{MPP}	γ [%/K]	-0.34	Nominal Module Operating Temperature	NMOT [°F]	109 ± 5.4 (43 ± 3 °C)

Properties for System Design

Maximum System Voltage	V_{SYS} [V]	1500	PV module classification	Class II
Maximum Series Fuse Rating	[A DC]	25	Fire Rating based on ANSI/UL 61730	TYPE 1
Max. Design Load, Push/Pull ³	[lbs./ft ²]	75 (3600 Pa)/33 (1600 Pa)	Permitted Module Temperature on Continuous Duty	-40 °F up to +185 °F (-40 °C up to +85 °C)
Max. Test Load, Push/Pull ³	[lbs./ft ²]	113 (5400 Pa)/50 (2400 Pa)		

³ See Installation Manual

Qualifications and Certificates

Quality Controlled PV -
TUV Rheinland;
IEC 61215:2016;
IEC 61730:2016.
This data sheet complies with DIN EN 50380.



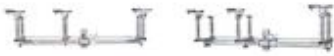
Specifications

Eaton M1H11TR2

Eaton Cooper Power series M-Force three-phase switch, 15.5 kV, 900A, 110 kV, 2.25" BC, 28' round pipe 1.0" O.D., Silicone rubber, Steel - 1 point lift, Horizontal upright, Reciprocating



Photo is representative



General specifications

PRODUCT NAME	Eaton Cooper Power series M-Force three-phase switch
CATALOG NUMBER	M1H11TR2
UPC	194006017701
PRODUCT LENGTH/DEPTH	88 in
PRODUCT HEIGHT	23.9 in
PRODUCT WIDTH	22.4 in
PRODUCT WEIGHT	0.001 lb
COMPLIANCES	Not Applicable
CERTIFICATIONS	IEEE Std C37.34 IEEE Std 1247

Description

CONTROL ROD AND MECHANISM	28' round pipe 1.0" O.D.
CROSSARM MATERIAL	Steel - single point lift
INSULATOR BOLT PATTERN	2.25" BC
MATERIAL TYPE	Silicone rubber
SWITCH TYPE	M-Force switch

M-Force Switch

MOUNTING CONFIGURATION (M-FORCE ONLY)	Horizontal upright
OPERATING HANDLE CONFIGURATION (M-FORCE ONLY)	Reciprocating

Electrical Ratings

AMPERAGE RATING	900A
BASIC IMPULSE LEVEL	110 kV
NUMBER OF PHASES	Three-phase
VOLTAGE RATING	15.5 kV

Resources

BROCHURES	M-Force Three-Phase Switch Catalog
SPECIFICATIONS AND DATASHEETS	Eaton Specification Sheet - M1H11TR2

PROJECT NAME:

PROJECT NUMBER:

PREPARED BY:

DATE:



Eaton Corporation plc
 Eaton House
 30 Pembroke Road
 Dublin 4, Ireland
 Eaton.com

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All other trademarks are property of their respective owners.

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Reclosers
Catalog Data
CA280003EN

Effective March 2015
Supersedes December 2014

**COOPER POWER
SERIES**

NOVA™ three-phase, microprocessor-controlled recloser



Description

Eaton provides reliable, economical overcurrent protection, advanced metering, and automation systems for distribution circuits rated through 34.5 kV with its Cooper Power™ series NOVA™ three-phase, electronically controlled, vacuum-interrupting automatic circuit reclosers.

The NOVA recloser combines solid cycloaliphatic-epoxy polymer-encapsulated vacuum interrupters with a reliable, lightweight operating mechanism that utilizes a magnetic actuator to provide a lifetime of trouble-free operation. The solid polymer system does not rely on a gaseous, liquid, or foam dielectric. The NOVA recloser is highly resistant to ozone, oxygen, moisture, contamination, and ultraviolet light.

The NOVA recloser is available with two configuration options: control-powered interface and auxiliary-powered interface. Designed and tested to be compatible with Eaton's Cooper Power series three-phase controls, these automatic circuit reclosers offer superior coordination, protection, and application capabilities.

Recloser operations are programmed in an electronic control with accurate characteristics and a host of advanced features. Precise operating tolerances enable close coordination with other protective devices on the system. When system requirements change, program settings are easily altered with no sacrifice of accuracy or consistency.

Compact and lightweight, NOVA reclosers are easily installed on poles or in substations. Mounting equipment is available for both pole and substation applications.

Recloser and control accessories enable further tailoring of the protective program to achieve maximum system operating flexibility.

Eaton is strongly committed to improving the reliability of the electric power industry. Technological advances, including the newest microprocessor-based controls and solid insulation NOVA distribution switchgear products, represent our investment in the future.

The NOVA recloser is not only a technological breakthrough, but a valuable component that brings significant operational savings to the utility business unit, lowering the installation, operation, training, and maintenance costs on your power distribution system.

When needed, application expertise, backed by world-wide systems engineering knowledge and experience, is available. Customer-focused design capability, based on more than 65 years of recloser experience, has made Eaton the industry leader.

NOVA reclosers are designed and manufactured in accordance with IEEE Std C37.60™-2003 standard.

EATON

Powering Business Worldwide

Catalog Data CA280003EN
Effective March 2015

NOVA three-phase microprocessor-controlled reclosers

Ratings and characteristic features

Three-phase protection on systems rated 2.4 through 14.4 kV is provided by NOVA15 reclosers. NOVA27 reclosers can be applied on systems rated through 27.6 kV. Higher-voltage system protection at 34.5 kV is provided by NOVA38 reclosers. A ratings summary for NOVA reclosers is shown in Tables 1–3. For ratings and basic application information of other Eaton's Cooper Power series reclosers, see Catalog Data CA280002EN.

Operation

Sensing current transformers, embedded in the recloser, supply fault-sensing information to the electronic control. Tripping and closing signals from the control energize the operating circuits in the recloser. Due to a single CT ratio for all ratings, minimum-trip values of the electronic control are independent of the continuous-current and interrupting ratings of the recloser.

Flexibility in coordination with other protective devices is provided by varied time–current characteristics from a choice of standard or customized curves, minimum trip values, reclosing and resetting time settings, and a selection of accessories.

Vacuum interruption

A single break on each phase is accomplished by separating contacts inside the vacuum interrupter. All arcing is contained within the vacuum envelope. The patented axial-magnetic vacuum interrupters, used in NOVA reclosers, offers extended and increased duty cycles compared with oil or radial-magnetic interrupters. The axial-magnetic field keeps the arc in a diffused mode, resulting in less arc power to be dissipated, resulting in low thermal stress, suitable for encapsulation.

Surge protection

Best operating results are achieved if reclosers are protected with surge arresters. On line applications, arrester protection is recommended on both sides of the recloser. (If protection is on one side only, it should be on the source-side. In substations, arresters should be on the load-side.) Eaton provides excellent protection with its Cooper Power series distribution-class arresters, available with mounting brackets to fit our reclosers (see Catalog Sections CA235005EN and CA235011EN).

Ordering information

All NOVA reclosers include a Form 6 microprocessor-based recloser control. The Form 6 control includes full protection, TCC Editor, metering, and diagnostics for your application needs.

To order a NOVA recloser, electronic control, and control cable:

1. **See the Constructing a Catalog Number** section to construct a catalog number that describes the required recloser.
2. From Tables 6–13, specify the catalog numbers that describe the required recloser accessories.
3. Order the required electronic recloser control (Base catalog number of the control must be included when ordering a NOVA recloser).



Figure 1. NOVA recloser.

Features and detailed description

NOVA microprocessor-controlled, three-phase reclosers protect systems operating through 34.5 kV (see **Ratings and Specifications** section of this catalog). These ratings and the wide range of programmable settings provided by Eaton's Cooper Power series electronic controls permit meeting a variety of application requirements.

Recloser operation

Fault currents are sensed by three 1000:1 ratio sensing current transformers embedded in the recloser. These CTs provide a continuous measurement of line current, monitored by the electronic control. When current level exceeds the programmed minimum trip level, the magnitude of the overcurrent is integrated with time, using a programmed time-current curve characteristic. The control then signals the trip in the recloser, opening the main contacts of all three phases.

The control signals tripping and closing. The recloser always maintains energy for a tripping operation following a closing operation.

The electronic recloser control provides determination of phase- and ground-trip sequences and operations to lockout and reclosing and resetting timing, adjustable with the control without de-energizing the recloser.

Construction

Recloser

Designed for long service life and no maintenance, the NOVA recloser has three solid-polymer interrupter modules with embedded current transformers and a standard aluminum mechanism housing; light gray is the standard color.

Cycloaliphatic-epoxy polymer encapsulation provides solid insulation and maintenance-free, environmentally safe operation. There is no monitoring or maintaining of gas pressure or oil levels; there are no toxic or environmentally unfriendly materials. There are no foam fillers or insulation seals, eliminating potential moisture ingress areas. The NOVA recloser module exhibits good absorption of elastic energy and resistance to cracking and crack propagation. Additionally, durable environmental properties make the solid polymer suitable for outdoor applications, including seacoasts, deserts, and areas of high pollution.

Surface tracking

The cycloaliphatic epoxy is highly resistant to contaminants and resists tracking and flashovers under extreme pollution levels to reduce both flashovers and the associated cost of repairs.

Hydrophobicity

The module maintains excellent hydrophobicity, a property characterized by water beading into isolated drops, and is highly resistant to moisture absorption. Hydrophobicity prevents continuous sheets of water from forming leakage current paths that deteriorate the creepage withstand level.

Ultraviolet resistance

The cycloaliphatic epoxy resists ultraviolet radiation damage even in harsh climates, maintaining a smooth, unblemished, self-cleansing surface with low-adhesion to contaminants.

Tensile strength

Outstanding tensile and flexural strength characteristics mean the NOVA recloser modules are tough and non-fragmenting, reducing shipment and handling charges.

Shed design

The shed design utilizes alternate-sized skirts. The major sheds shield and protect the minor sheds to enhance the hydrophobicity and ultraviolet resistance of the module, eliminate formation of microcracks, and ensure extra-protected creepage. Additionally, sharp edges direct water away from the unit. Water paths and ice formations are effectively eliminated.

Flashover recovery

Flashovers occur when an object, usually wildlife, contacts energized parts of the equipment. The NOVA recloser minimizes the effect of flashovers with remarkable physical resilience, arc-quenching properties, and a self-healing ability. NOVA recloser can withstand the enormous forces experienced during faults without wholesale damage and allows re-energizing after external flashover without cleaning.

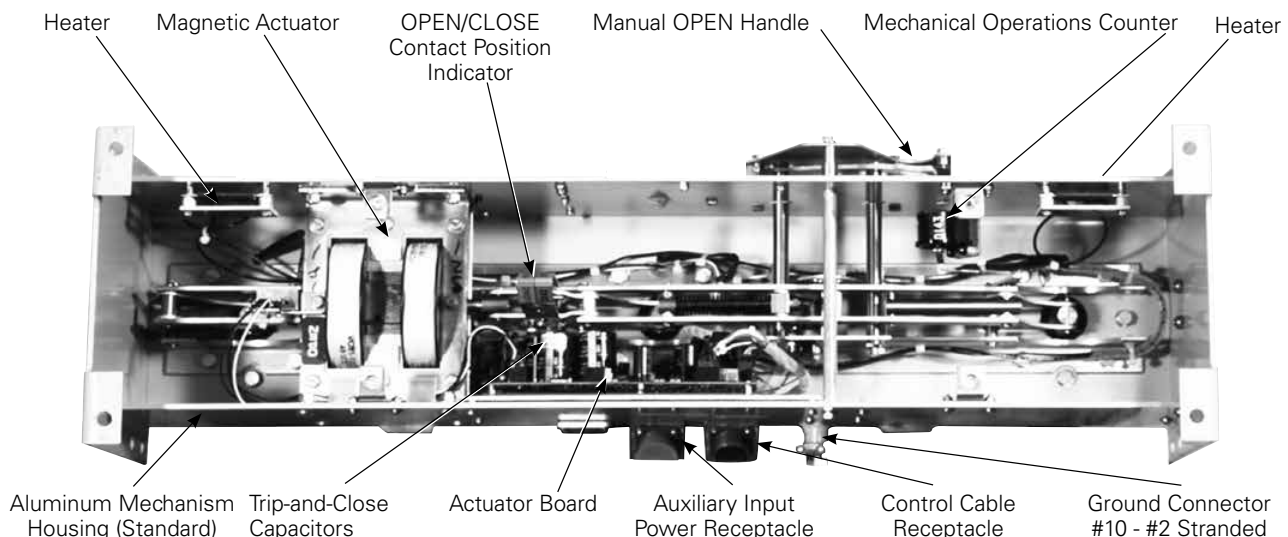


Figure 2. NOVA recloser Type B mechanism with auxiliary-powered interface (view from bottom of recloser with bottom cover and actuator board safety shield removed).

Catalog Data CA280003EN

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NOVA three-phase microprocessor-controlled reclosers

Vacuum interrupters

NOVA reclosers use vacuum as the interrupting medium. Vacuum interrupters (Figure 3) provide fast, low-energy arc interruption with long contact and interrupter life, low mechanical stress, and maximum operating safety. With arc interruption taking place in a vacuum, contact and interrupter life are several times greater than with interruption in oil, virtually eliminating interrupter maintenance.

Eaton designs its Cooper Power series vacuum interrupters with a metal and ceramic housing for maximum strength and long-term vacuum integrity. Oxygen-free, high-conductivity copper, stainless steel, and a nickel-copper alloy are used in the vacuum interrupters. The high-alumina ceramic has more than five times the strength of glass, which permits a higher processing temperature to develop maximum purity of the assembly, and is impervious to helium penetration, maintaining the vacuum level. Additionally, it provides wear resistance, chemical resistance, and a high dielectric strength.

Enclosed in the interrupter are a stationary and a moving contact assembly. The moving contact has a travel of approximately one-half inch, its shaft passing through a flexible bellows that maintains vacuum integrity. Contacts consist of a high purity copper sintered with aluminathermic chromium.



Figure 3. Cross section of a vacuum interrupter used in NOVA reclosers.

Because the smallest amount of internal contamination can significantly shorten the life of a vacuum interrupter, special care is taken to avoid even minute contamination from any source, including dust particles, machining oils, or human body salts. No paraffinic oils are used in the machining process, all machined parts are put through a cleaning/degreasing process, and then all components are electro-polished in a positive-pressure, air-filtered area. A Class 100 clean room facility is used for the final interrupter production. The furnaces employ a custom-designed, three-stage pumping system to yield high levels of vacuum. Every vacuum interrupter is then tested and tracked with individual serial numbers.

Electronic control

NOVA15, NOVA27, and NOVA38 reclosers are controlled by an Eaton's Cooper Power series three-phase electronic recloser control. A choice of microprocessor-based controls are available to use in conjunction with these reclosers.

Control-powered interface

The Type D NOVA recloser mechanism (see Figure 4) with the control-powered interface is fully operational with Form 5 and Form 6 VTC-ready, microprocessor-based controls equipped with the required dc-to-dc converter, interface circuit, and a fully shielded 19-pin cable. It is not compatible with the Types F3A nor FXB controls. The control-powered interface includes a 19-pin receptacle on the recloser and an internal heater (for humidity control) powered from the control input power supply (ac or dc). The dc-to-dc converter board converts the control's 24 Vdc battery supply to 53 Vdc to charge the trip/close capacitors in the NOVA recloser mechanism. The dc-to-dc converter board also houses voltage monitoring and conditioning circuits that protect the battery from failure and provide trip/close operations without ac power. In the absence of ac power to the electronic control, the control battery will provide the trip and close operations. A complete four-trip sequence with minimal reclose intervals as configured for each control is obtainable without ac power. The recloser and control system is capable of exceeding over one thousand operations on battery power only.

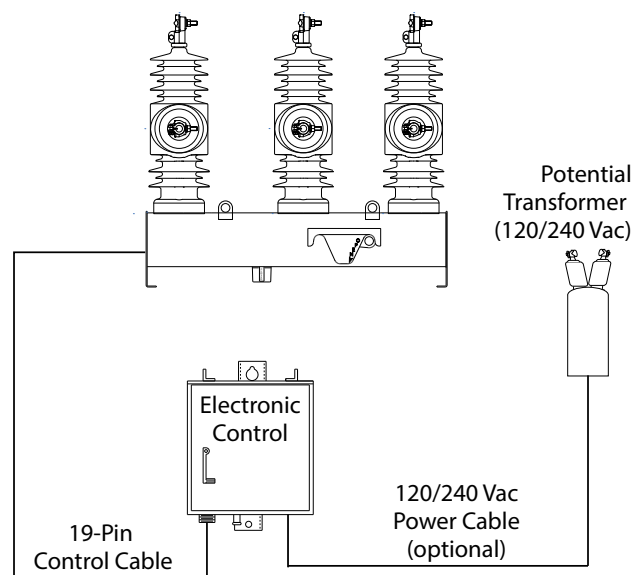
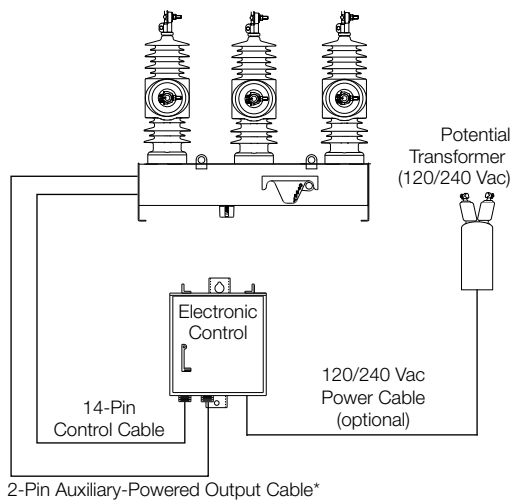


Figure 4. Control-powered NOVA recloser configuration with potential transformer input power.



*Note: Control receptacle ordered separately.

Figure 5. Auxiliary-powered NOVA recloser mechanism configuration with potential transformer input power.

Auxiliary-powered interface

The Type B NOVA recloser mechanism (see Figure 5) with the auxiliary-powered interface is fully operational with standard Form 6 microprocessor-based controls and standard 14-pin control cables. The auxiliary-powered interface includes a 14-pin receptacle on the recloser and an internal heater (for humidity control) powered from the auxiliary input power supply.

The Type B NOVA recloser mechanism, with the auxiliary-powered interface, requires a voltage source of 48 Vdc, 125 Vdc, 250 Vdc, 120 Vac, or 240 Vac, which must be specified at the time of order. The auxiliary-powered interface is connected to a 2-pin male receptacle located next to the 14-pin female control receptacle. The voltage source is used to maintain power to the trip-and-close capacitors in the recloser and to power the heaters.

DC auxiliary input

The trip-and-close capacitors are maintained from the dc source. Upon loss of the dc power, the trip-and-close capacitors will maintain trip and close power for several minutes. If the trip-and-close capacitors are discharged, the recloser is inoperative until dc power is resumed.

AC auxiliary input

The trip-and-close capacitors are charged through both the ac auxiliary input power and the recloser control. Upon loss of ac power, the capacitors will be continuously charged from the control battery to allow tripping and will also be trickle-charged to allow for back-up closing. The charge on the capacitors will be maintained for the duration of the control battery power. Allow one minute between back-up close operations to recharge the capacitors. However, the NOVA recloser is ready to trip immediately after performing a back-up closing. Should the battery power discharge to the disconnect level, back-up closing is disabled until ac auxiliary power is resumed. Apply ac auxiliary input power to the NOVA recloser to recharge the capacitors.

Manual operation

The recloser can be opened manually with a hotstick to pull down the yellow manual OPEN handle under the sleet hood. With the handle in the OPEN position, the control cannot close the recloser.

The recloser is closed, following a manual open, by pushing the yellow handle back under the sleet hood and then using the microprocessor control to close the recloser.

Similarly, the recloser can be operated from the manual control switch on the electronic control panel, provided the manual operating handle is up. A red contact position indicator flag, adjacent to the manual operating handle, shows recloser contact position.

Internal voltage sensor option

The NOVA recloser is available with internal voltage sensors at time of order. Using a high-voltage resistor within each interrupter module with source-side connections, the sensing option, cable, and control support a magnitude accuracy of 2% or better and a phase degree accuracy of $\pm 1.5^\circ$. The internal voltage sensing option is compatible with a Form 5 or Form 6 pole-mount controls.

Accessories

Auxiliary switch

A three-stage auxiliary switch can be provided as an accessory. Each stage has two independent contacts that permit any desired combination of "a" (follow state of recloser contacts) and "b" (opposite recloser contacts) positions. The switch contacts are insulated for 600 V and have a continuous current rating of 10 A. Their interrupting ratings are shown in Table 5.

Terminals

The standard terminal is an eyebolt, 1/0–500 MCM (630 A). Eyebolt 4/0–1000 MCM (800 A), 2-hole and 4-hole, flat-pad terminals, and stud-type terminals are available as an accessory.

Pole-mounting hanger

A pole-mounting hanger, which bolts directly to the recloser frame, is available for pole-mounting installation.

Arrestor-mounting brackets

The arrestor-mounting bracket accessory can be bolted to the recloser frame and pole-mounting hanger for the addition of inboard and outboard arresters. The arresters are not included with the brackets.

Substation-mounting frame

A substation-mounting frame accessory is available for substation-mounting applications.

Ratings and specifications**Table 1. Voltage Ratings (kV)**

Description	15 kV	15 kV	27 kV	27 kV	38 kV
Maximum Voltage	15.5 kV	15.5 kV	29.2 kV	29.2 kV	38.0 kV
Rated Basic Impulse Level	110.0 kV	125.0 kV	125.0 kV	150.0 kV	170.0 kV
Radio Noise Limit (µV)	100 @ 9.4 kV	100 @ 9.4 kV	100 @ 16.4 kV	100 @ 16.4 kV	100 @ 23.0 kV
Power Frequency Withstand, Dry	50 kV	50 kV	60 kV	60 kV	70 kV
Power Frequency Withstand, Wet	45 kV	45 kV	50 kV	50 kV	60 kV

Table 2. Current Ratings (Amperes)

Description	15 kV	15 kV	27 kV	27 kV	38 kV
Rated Continuous Current	630 A*	630 A*	630 A*	630 A*	630 A*
Short Circuit Current, Symmetrical	12.5 kA**	12.5 kA**	12.5 kA**	12.5 kA**	12.5 kA
Making Current, Asymmetrical Peak	31.0 kA	31.0 kA	31.0 kA	31.0 kA	31.0 kA
Cable Charging Current	10 A	10 A	25 A	25 A	40 A

* 800 amp accessory is also available.

** 16.0 kA option is also available. (Making Current is 40.0 kA Asymmetrical Peak.)

Table 3. Mechanical Ratings

Description	15 kV	15 kV	27 kV	27 kV	38 kV
Min. Mechanical/Electrical Operations Without Maintenance (C-O)	10,000	10,000	10,000	10,000	10,000
Mass (Weight) - kg (lbs)	89 (196)	94 (206)	94 (206)	104 (229)	104 (229)

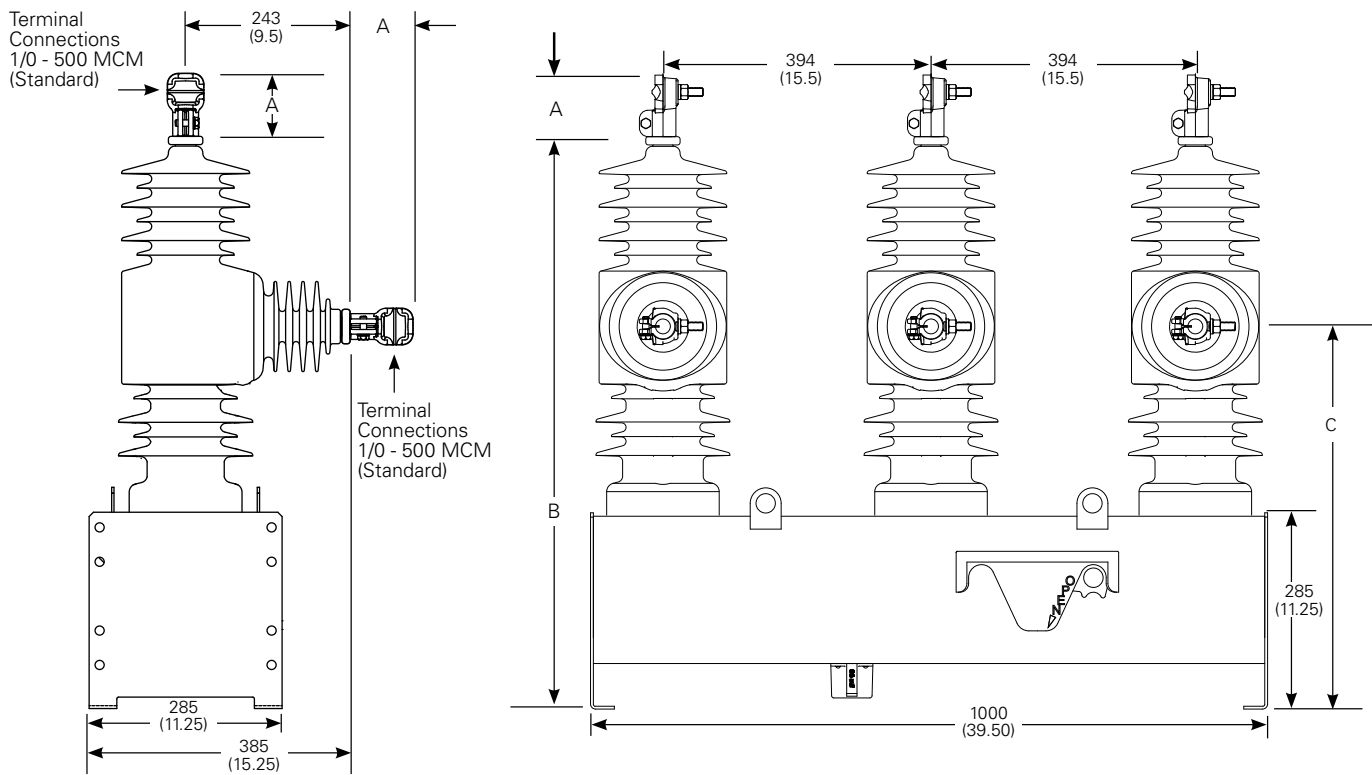
Table 4. Duty Cycle

Type	Percentage of Interrupting Rating	Number of Unit Operations	Minimum Circuit X/R Value
NOVA	15-20	88	4
	45-55	112	8
	90-100	32	15
		Total 232	

Table 5. Auxiliary Switch Interrupting Ratings

Volts	Inductive AC (amps)	Non-Inductive AC (amps)	Inductive DC (amps)	Non-Inductive DC (amps)
24	—	—	15.0	20.0
48	—	—	7.5	10.0
120	60	80	—	—
125	—	—	1.5	2.0
240	30	60	—	—
250	—	—	0.45	0.5

Dimensions



Note: All dimensions are mm (inches).
Dimensions shown are approximate.

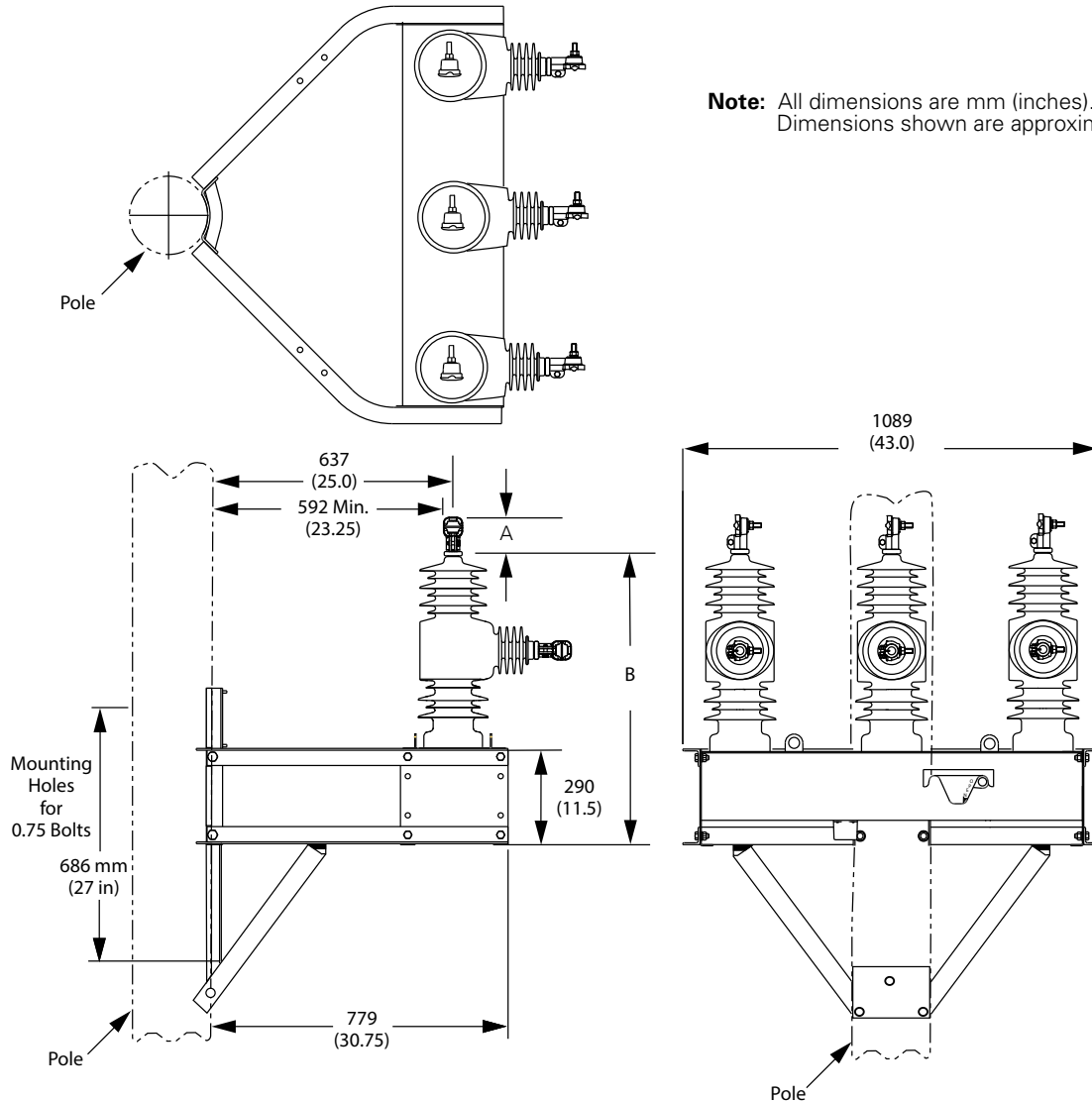
Terminal Options*	A mm (in.)	B mm (in.)	C mm (in.)
Eyebolt , 1/0 - 500 mcm Cable Range (630 A maximum)	93 (3.65)	NOVA15 110 kV BIL 789 (31.0)	508 (20)
Eyebolt , 4/0 - 1000 mcm Cable Range (800 A maximum)	108 (4.25)	NOVA15 125 kV BIL 845 (33.25)	564 (22.25)
Flat Pad , 2-hole (630 A maximum)	118 (4.65)	NOVA27 125 kV BIL 845 (33.25)	564 (22.25)
Flat Pad , 4-hole (800 A maximum)	121 (4.75)	NOVA27 150 kV BIL 944 (37.25)	663 (26.0)
		NOVA38 170 kV BIL 944 (37.25)	663 (26.0)

* Bushings are equipped with M24 x 2.0 (2 mm pitch) threaded studs.

Creepage Distances

Description	15 kV 110 kV BIL mm (in.)	15 kV 125 kV BIL mm (in.)	27 kV 125 kV BIL mm (in.)	27 kV 150 kV BIL mm (in.)	38 kV 170 kV BIL mm (in.)
Terminal to terminal	1052 (41.5)	1052 (41.5)	1052 (41.5)	1052 (41.5)	1052 (41.5)
Lower terminal to ground/earth	673 (26.5)	760 (30.0)	760 (30.0)	950 (37.5)	950 (37.5)

Figure 6. NOVA recloser dimensions, NOVA27 shown.

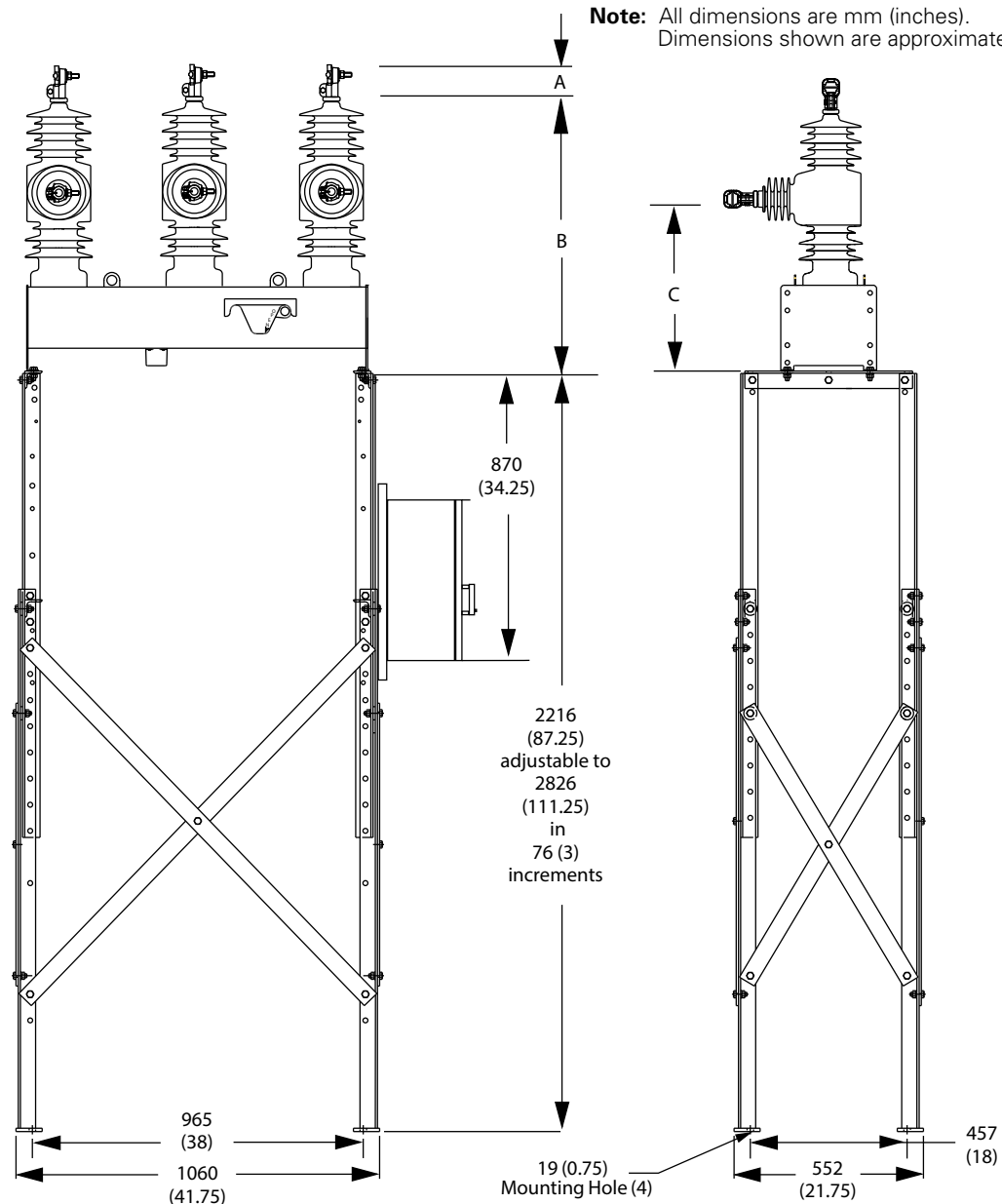


Note: All dimensions are mm (inches).
Dimensions shown are approximate.

Terminal Options*	A mm (in.)	Dimension B mm (in.)
Eyebolt , 1/0 - 500 mcm Cable Range (630 A maximum)	93 (3.65)	NOVA15 789 110 kV BIL (31.0)
Eyebolt , 4/0 - 1000 mcm Cable Range (800 A maximum)	108 (4.25)	NOVA15 845 125 kV BIL (33.25)
Flat Pad , 2-hole (630 A maximum)	118 (4.65)	NOVA27 845 125 kV BIL (33.25)
Flat Pad , 4-hole (800 A maximum)	121 (4.75)	NOVA27 944 150 kV BIL (37.25)
		NOVA38 944 170 kV BIL (37.25)

* Bushings are equipped with M24 x 2.0 (2 mm pitch) threaded studs.

Figure 7. Dimensions of NOVA recloser with pole-mounting hanger and arrester-mounting bracket accessories.



Terminal Options*	A mm (in.)
Eyebolt , 1/0 - 500 mcm Cable Range (630 A maximum)	93 (3.65)
Eyebolt , 4/0 - 1000 mcm Cable Range (800 A maximum)	108 (4.25)
Flat Pad , 2-hole (630 A maximum)	118 (4.65)
Flat Pad , 4-hole (800 A maximum)	121 (4.75)

* Bushings are equipped with M24 x 2.0 (2 mm pitch) threaded studs.

	B mm (in.)	C mm (in.)
NOVA15 110 kV BIL	789 (31.0)	508 (20)
NOVA15 125 kV BIL	845 (33.25)	564 (22.25)
NOVA27 125 kV BIL	845 (33.25)	564 (22.25)
NOVA27 150 kV BIL	944 (37.25)	663 (26.0)
NOVA38 170 kV BIL	944 (37.25)	663 (26.0)

Figure 8. Dimensions of NOVA recloser with substation-mounting frame accessory.

Constructing a catalog number

To order a basic NOVA recloser with eyebolt terminals, for use with 120 Vac closing and a 14-pin control cable, the catalog number would be constructed like this:

KNOVA Basic letters for a NOVA recloser with base Form 6 recloser control*

15A Recloser Type:

- 15A** for 15 kV, 630 A continuous, 12.5 kA interrupting
- 27A** for 27 kV, 630 A continuous, 12.5 kA interrupting
- 38A** for 38 kV, 630 A continuous, 12.5 kA interrupting

1 Bushing Terminals:

- 1** for eyebolt terminal, 1/0 to 500 MCM, 630 A max.†
- 3** for 2-hole flat pad terminal, 630 A max.
- 4** for 4-hole flat pad terminal, 800 A max.
- 5** for stud-type terminal, 800 A max.

1 Interface:

- 1** for NOVA AP, with auxiliary-powered interface 120 Vac closing (14-pin & 2-pin receptacles)
- 2** for NOVA AP, with auxiliary-powered interface 240 Vac closing (14-pin & 2-pin receptacles)
- 3** for NOVA CP, with control-powered interface (19-pin receptacle), 120 Vac Heater
- 4** for NOVA CP, with control-powered interface (19-pin receptacle), 240 Vac Heater
- 5** for NOVA AP, with auxiliary-powered interface 125 Vdc closing (14-pin & 2-pin receptacles)
- 6** for NOVA AP, with auxiliary-powered interface 250 Vdc closing (14-pin & 2-pin receptacles)
- 7** for NOVA AP, with auxiliary-powered interface 48 Vdc closing (14-pin & 2-pin receptacles)

KNOVA 15A 1 1

KNOVA15A11 is the catalog number for the required basic NOVA recloser.

* Include the base catalog number of the selected control when ordering a NOVA recloser.

† Standard terminal, included when ordering a NOVA recloser.

Table 6. BIL Options

Description	Catalog Number
15 kV 125 kV BIL	KNOVA28-1
27 kV 150 kV BIL	KNOVA25-1

Table 7. Interrupting Rating*

Description	Catalog Number
16 kA Maximum Interrupting	16 kA

* Applicable to KNOVA15A/27A only

Table 8. Continuous Current Options*

Description	Catalog Number
15 kV 800 A option	KNOVA22-1
27 kV 800 A option	KNOVA24-1
38 kV 800 A option	KNOVA27-1

* When ordering the standard eyebolt terminal in conjunction with the 800 A option, eyebolt terminals suitable for 4/0 – 1000 mcm conductors will be provided.

Table 9. Internal Voltage Sensing Option*

Description	Catalog Number
Internal Voltage Sensing option, 15.5-38 kV	KNOVA-848
Internal Voltage Sensing Cable (basic cable, no length)	KA97ME
Internal Voltage Sensing Cable, maximum 50 feet Replace X with number of feet.	KA97ME-X

* Available with Form 5 and Form 6 Controls only.

NOVA three-phase microprocessor-controlled reclosers

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Table 10. Mounting Equipment

Description	Catalog Number
Single pole-mounting hanger with stainless steel hardware	KNOVA54-3
Single concrete-pole-mounting hanger with stainless steel hardware	KNOVA54-4
Surge-arrester-mounting brackets with stainless steel hardware	KNOVA61-2
Inboard	
Outboard	KNOVA61-1
Alley-pole-mounting hanger with stainless steel hardware	KNOVA352-1
Arrester brackets (set of 3)	KNOVA353-1
Arrester brackets (set of 6)	KNOVA353-2
Substation-mounting frame with stainless steel hardware includes control-mounting bracket for FXA, FXB (single- and double-size cabinet), Form 5, and Form 6 Yard and Pole Mount	KNOVA59-1
Field kit for NOVA recloser on substation-mounting frame KA89WV1	KNOVA457-3
Field kit for NOVA recloser on substation-mounting frame KA584R1	KNOVA457-4

Table 11. Factory Assembly

Description	Catalog Number
Recloser in single pole-mounting hanger KNOVA54-3	KNOVA354-1
Recloser in single pole-mounting hanger KNOVA54-3 with arrester brackets	KNOVA354-2
Recloser on alley-pole-mounting hanger KNOVA352-1	KNOVA456-1
Recloser on alley-pole-mounting hanger KNOVA352-1 with arrester brackets	KNOVA456-2

* Covers factory assembly only; recloser, control, and mounting equipment must be ordered separately.

Table 12. Auxiliary Switch

Description	Catalog Number
Three-stage auxiliary switch with six independent contacts and receptacle for KNOVA82 cable	KNOVA66-2
Auxiliary switch cable for KNOVA66-2, auxiliary switch to control, (basic cable, no length)	KNOVA82
Auxiliary switch cable, maximum 100 feet. Replace X with number of feet.	KNOVA82-X

Table 13. Miscellaneous Accessories

Description	Catalog Number
Low-voltage AC input cable (auxiliary-powered Type B interface only, basic cable, no length)	KA11ME1
Replace X with number of feet.	KA11ME1-X
Source and load wildlife guards, 630 A recloser (set of 6)	KNOVA56-6
Source and load wildlife guards, 800 A recloser (set of 6)	KGS560-6

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NOVA three-phase microprocessor-controlled reclosers

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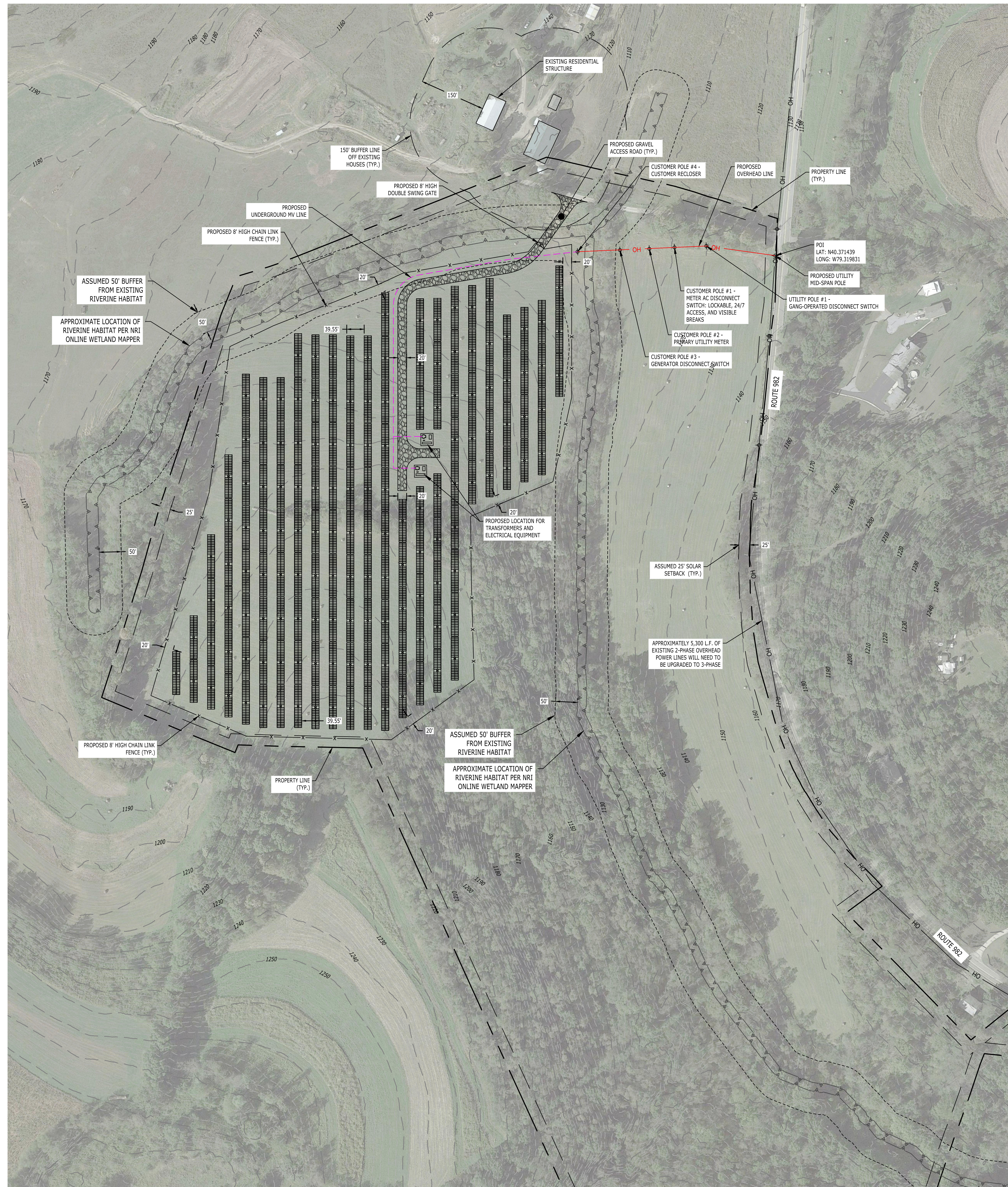
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For Eaton's Cooper Power series NOVA recloser product information call 1-877-277-4636 or visit: www.eaton.com/cooperpowerseries.



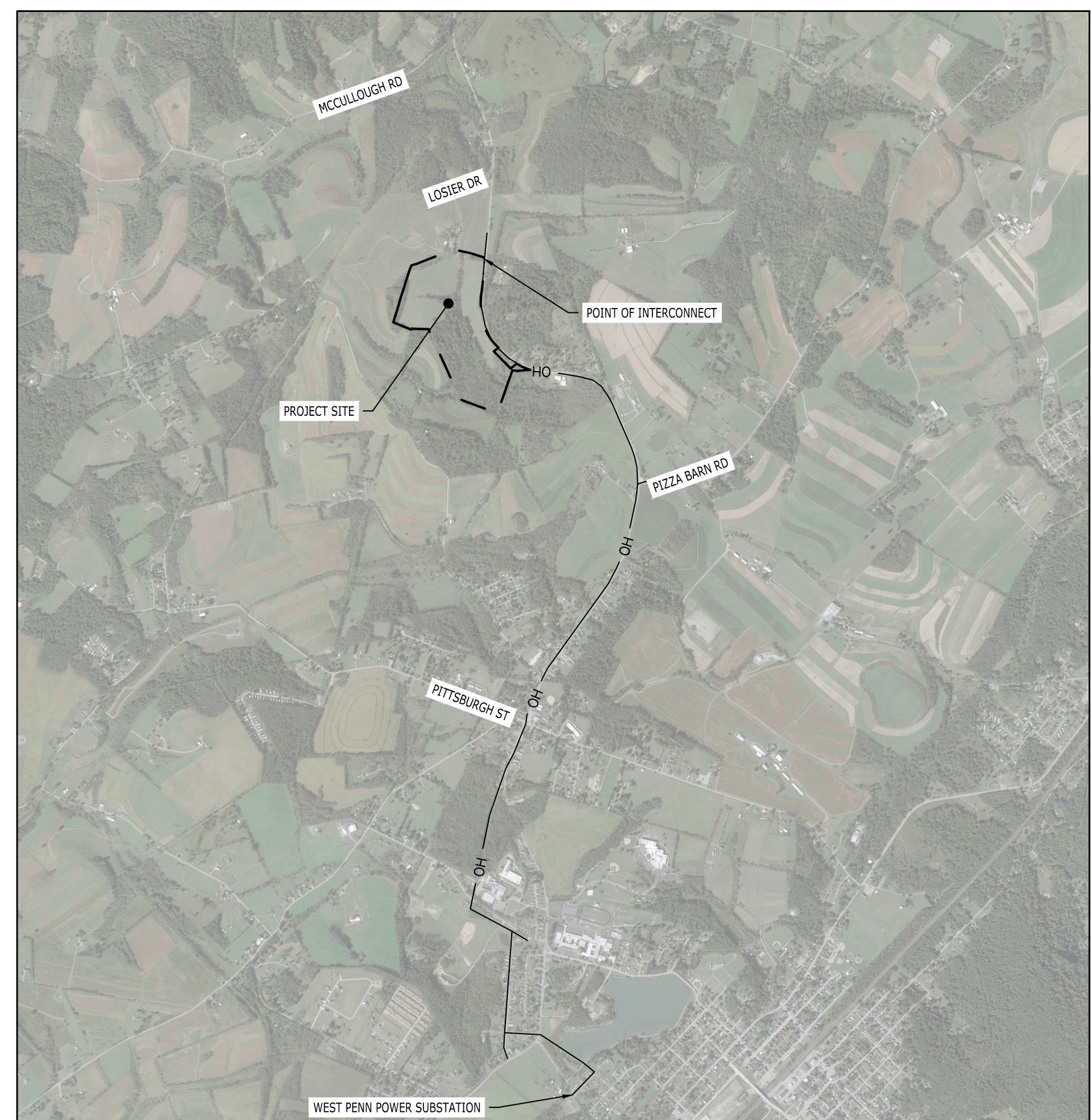


SOLAR ARRAY SYSTEM SPECS

ITEM #	ITEM	PROPOSED
1	SYSTEM STC DC RATING (MW)	4.02
2	SYSTEM AC CAPACITY (MW)	3.00
3	POI DC/AC RATIO	1.34
4	MODULE MODEL	HANWHA Q CELLS Q-PEAK DUO XL-G11.3/BFG 570
5	MODULE STC DC RATING (W)	570
6	MODULE COUNT	7056
7	MODULE DIMENSIONS	2416mmx1134mm
8	INVERTER MODEL	SMA SUNNY HIGHPOWER PEAK3 125-US (2020)
9	INVERTER RATING (KW)	125
10	QUANTITY OF INVERTERS	24
11	TRANSFORMER RATING (KVA)	1500
12	QUANTITY OF TRANSFORMERS	2
13	RACKING SYSTEM	SINGLE AXIS TRACKER
14	MODULE TILT	+/-52°
15	AZIMUTH	180
16	GCR	41
17	ROW-TO-ROW SPACING (L.F.)	39.55
18	PROPERTY AREA (ACRES)	66.11
19	FENCED AREA (ACRES)	16.67
20	FENCING LENGTH (L.F.)	3,546
21	ROADS (L.F.)	991
22	PARCEL NUMBER	45-29-00-0-012

CONCEPT PLAN LEGEND

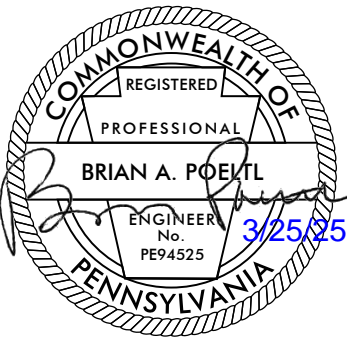
- PROPERTY LINE
- TENTATIVE LEASE LINE
- SOLAR SETBACK LINE
- PROPOSED CHAIN LINK FENCE
- PROPOSED OVERHEAD LINE
- EXISTING 3 PHASE OH LINE
- PROPOSED MV LINE
- PROPOSED GRAVEL ACCESS DRIVE
- PROPOSED UTILITY POLE
- SOLAR PANELS
- EXISTING WETLAND/POND



SCALE: 1"=2000'



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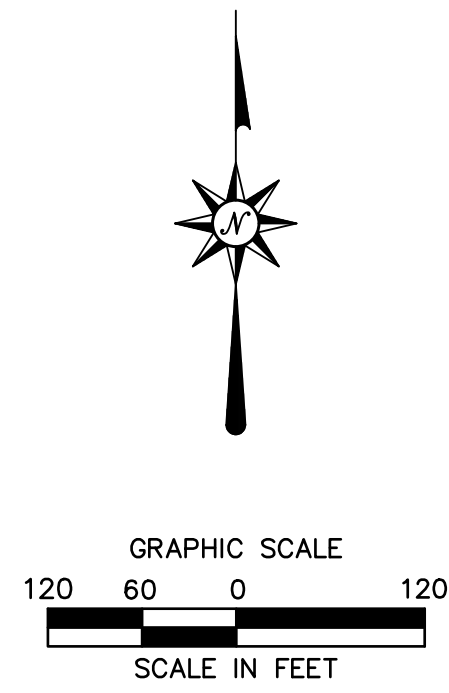


CROW HOLDINGS RENEWABLES
REPA NEW DERRY SOLAR, LLC
 LAT: N40.36938 LONG: W79.32244
 6009 ROUTE 982
 BLAIRSVILLE, PA 15717

REVISIONS	Disc.
No.	Date
Designed	T.A.M.
Drawn	T.A.M.
Reviewed	T.D.
Scale	1"=120'
Project No.	2500229
Date	02/06/2025
CAD File	SK-2500229-01 New Derry

Title
CONCEPT PLAN

Sheet No.
SK-1



AC PNL 1 INVERTER SCHEDULE FOR REPA NEW DERRY SOLAR, BLAIRSVILLE, PA

COMBINER BOX	PANELS/STRING	STRINGS/CIRCUIT	PANEL WATTS	INVERTER CIRCUITS	PANEL QUANTITY	STRING WATTS	CIRCUIT WATTS	INVERTER WATTS	DC/AC RATIO	PANEL VOLTS	CIRCUIT DC VOLTS	STRING CURRENT	CIRCUIT CURRENT	INVERTER DC CURRENT	COMBINER BOX WITH AC & DC DISCONNECT	
QCELL Q.PEAK DUO XL-G11.3 / BFG 570W MODULE (BFG 570); SMA HIGHPOWER 125KW STRING INVERTER (#PEAK3 125-US)																
INV-1-1	24	13	570	1	312	13680	177840	177840	1.42	53.59	1445.9	13.49	175.37	219	INTEGRAL	
INV-1-2	24	13	570	1	312	13680	177840	177840	1.42	53.59	1445.9	13.49	175.37	219	INTEGRAL	
INV-1-3	24	13	570	1	312	13680	177840	177840	1.42	53.59	1445.9	13.49	175.37	219	INTEGRAL	
INV-1-4	24	12	570	1	288	13680	164160	164160	1.31	53.59	1445.9	13.49	161.88	202	INTEGRAL	
INV-1-5	24	12	570	1	288	13680	164160	164160	1.31	53.59	1445.9	13.49	161.88	202	INTEGRAL	
INV-1-6	24	12	570	1	288	13680	164160	164160	1.31	53.59	1445.9	13.49	161.88	202	INTEGRAL	
INV-1-7	24	12	570	1	288	13680	164160	164160	1.31	53.59	1445.9	13.49	161.88	202	INTEGRAL	
INV-1-8	24	12	570	1	288	13680	164160	164160	1.31	53.59	1445.9	13.49	161.88	202	INTEGRAL	
INV-1-9	24	12	570	1	288	13680	164160	164160	1.31	53.59	1445.9	13.49	161.88	202	INTEGRAL	
INV-1-10	24	12	570	1	288	13680	164160	164160	1.31	53.59	1445.9	13.49	161.88	202	INTEGRAL	
INV-1-11	24	12	570	1	288	13680	164160	164160	1.31	53.59	1445.9	13.49	161.88	202	INTEGRAL	
INV-1-12	24	12	570	1	288	13680	164160	164160	1.31	53.59	1445.9	13.49	161.88	202	INTEGRAL	
TOTALS:	12	3528			2010960							SYSTEM CURRENT:	2475	(I _{sc})		
LOCATION TEMPERATURE (DEGREES C):	-21.0	TEMPERATURE COEFFICIENT OF Voc (%/DEGREE C):				-0.27 (QCELL)										

AC PNL 2 INVERTER SCHEDULE FOR REPA NEW DERRY SOLAR, BLAIRSVILLE, PA

COMBINER BOX	PANELS/STRING	STRINGS/CIRCUIT	PANEL WATTS	INVERTER CIRCUITS	PANEL QUANTITY	STRING WATTS	CIRCUIT WATTS	INVERTER WATTS	DC/AC RATIO	PANEL VOLTS	CIRCUIT DC VOLTS	STRING CURRENT	CIRCUIT CURRENT	INVERTER DC CURRENT	COMBINER BOX WITH AC & DC DISCONNECT	
QCELL Q.PEAK DUO XL-G11.3 / BFG 570W MODULE (BFG 570); SMA HIGHPOWER 125KW STRING INVERTER (#PEAK3 125-US)																
INV-2-1	24	13	570	1	312	13680	177840	177840	1.42	53.59	1445.9	13.49	175.37	219	INTEGRAL	
INV-2-2	24	13	570	1	312	13680	177840	177840	1.42	53.59	1445.9	13.49	175.37	219	INTEGRAL	
INV-2-3	24	13	570	1	312	13680	177840	177840	1.42	53.59	1445.9	13.49	175.37	219	INTEGRAL	
INV-2-4	24	12	570	1	288	13680	164160	164160	1.31	53.59	1445.9	13.49	161.88	202	INTEGRAL	
INV-2-5	24	12	570	1	288	13680	164160	164160	1.31	53.59	1445.9	13.49	161.88	202	INTEGRAL	
INV-2-6	24	12	570	1	288	13680	164160	164160	1.31	53.59	1445.9	13.49	161.88	202	INTEGRAL	
INV-2-7	24	12	570	1	288	13680	164160	164160	1.31	53.59	1445.9	13.49	161.88	202	INTEGRAL	
INV-2-8	24	12	570	1	288	13680	164160	164160	1.31	53.59	1445.9	13.49	161.88	202	INTEGRAL	
INV-2-9	24	12	570	1	288	13680	164160	164160	1.31	53.59	1445.9	13.49	161.88	202	INTEGRAL	
INV-2-10	24	12	570	1	288	13680	164160	164160	1.31	53.59	1445.9	13.49	161.88	202	INTEGRAL	
INV-2-11	24	12	570	1	288	13680	164160	164160	1.31	53.59	1445.9	13.49	161.88	202	INTEGRAL	
INV-2-12	24	12	570	1	288	13680	164160	164160	1.31	53.59	1445.9	13.49	161.88	202	INTEGRAL	
TOTALS:	12	3528			2010960							SYSTEM CURRENT:	2475	(I _{sc})		
LOCATION TEMPERATURE (DEGREES C):	-21.0	TEMPERATURE COEFFICIENT OF Voc (%/DEGREE C):				-0.27 (QCELL)										

PV MODULE SPEC

MANUFACTURER	QCELL
MODEL	Q.PEAK DUO XL-G11.3 / BFG 570
PEAK POWER WATTS	570W
MAXIMUM POWER VOLTAGE	44.46V
MAXIMUM POWER CURRENT	12.82A
OPEN CIRCUIT VOLTAGE	53.59V
SHORT CIRCUIT CURRENT	13.49A
TOTAL MODULE QUANTITY	7,056

125KW INVERTER SPECS.

MANUFACTURER	SMA
MODEL	HIGHPOWER #PEAK3 125-US
DC RATING	
V-MAX	1500 V
MAX DC SHORT CIRCUIT CURRENT	325A DC
STRING FUSE RATING	25A
AC RATING	
P-OUT	125 KW (125 KVA)
V-NOM	480 V 3-PH, 3 WIRE
I-OUT	151 A
QTY	24

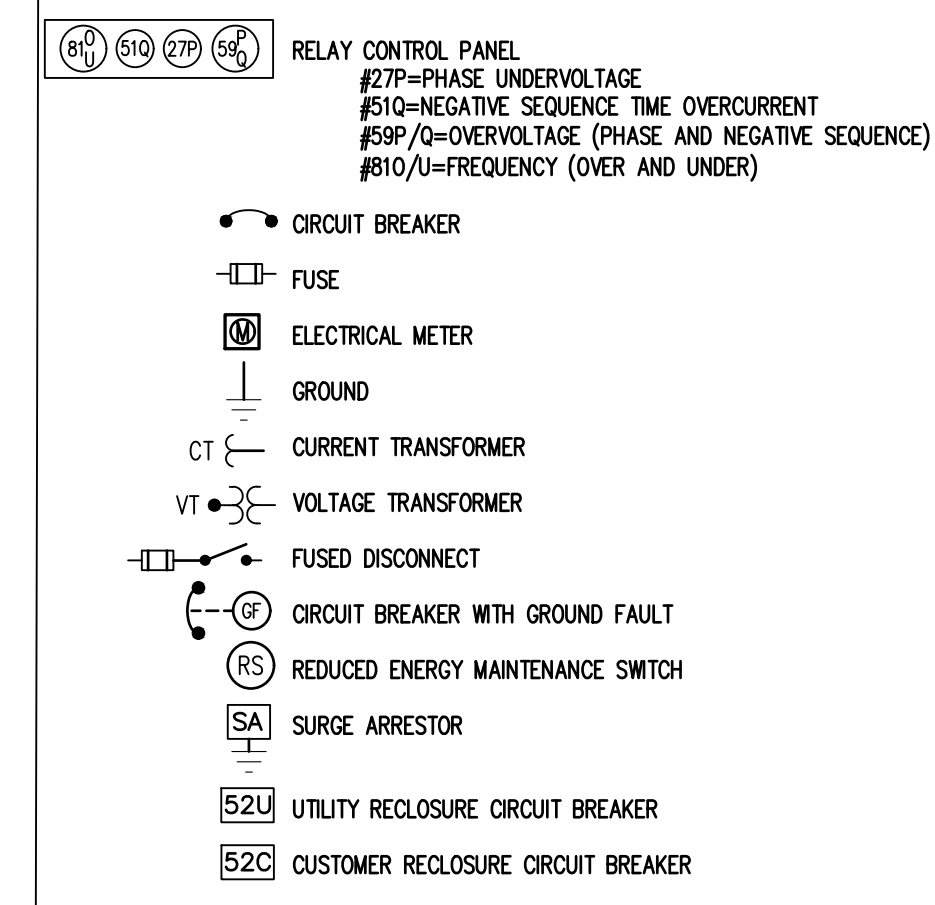
GENERAL ELECTRICAL NOTES

- THESE DRAWINGS ARE DIAGRAMMATICAL AND DO NOT SHOW ALL MATERIALS NEEDED. CONTRACTOR IS REQUIRED TO PROVIDE ANY AND ALL CONDUITS, CABLE TRAYS, CONNECTORS, SWEEPS, FITTINGS, HANGERS, SUPPORTS, PULL BOXES, JUNCTION BOXES AND COVER PLATES REQUIRED TO COMPLETE THE ELECTRICAL SYSTEMS IN ACCORDANCE WITH THE NEC.
- CONTRACTOR IS REQUIRED TO SURVEY AND INSPECT ALL AREAS PRIOR TO PERFORMING SERVICES TO INSURE CLEARANCES CAN BE MET AND NO INTERFERENCES EXIST. NO CUTTING OR DRILLING IS TO BE PERFORMED PRIOR TO LOCATING EXISTING STRUCTURAL MEMBERS AND UTILITIES.
- ELECTRICAL RUNS SHOWN ON PLANS, INCLUDING CONDUIT AND CABLE TRAY ROUTING, REPRESENT A GENERAL LAYOUT. THE CONTRACTOR IS REQUIRED TO DETERMINE ACTUAL LAYOUT IN THE FIELD PRIOR TO INSTALLATION.
- SERVICE ENTRANCE RATED EQUIPMENT, CT CABINETS AND METER SOCKETS ARE TO BE APPROVED FOR USE BY THE LOCAL UTILITY COMPANY.
- ELECTRICAL EQUIPMENT INSTALLED MUST BE LABELED, UL LISTED AND INSTALLED ACCORDINGLY.
- REQUIRED PERMITS AND INSPECTIONS ARE THE RESPONSIBILITY OF THE CONTRACTOR AND MUST BE COORDINATED WITH THE AUTHORITY HAVING JURISDICTION (AHJ).
- ALL WORK IS TO BE PERFORMED BY LICENSED WORKMEN AND COMPLETED IN ACCORDANCE TO THE 2017 NFPA 70 NEC AND STATE AND LOCAL AMENDMENTS.
- COORDINATE WITH THE UTILITY COMPANY FOR INTERCONNECTIONS AND METERING.
- THE SOLAR PV SYSTEM EQUIPMENT ON THE DC SIDE IS RATED FOR 1500V IN COMPLIANCE WITH NEC 690.80. THE INVERTERS, MODULES, STRING FEEDERS AND RELATED COMPONENTS ARE RATED AND LABELED AS 1500V.
- EMT CONDUIT IS ALLOWED IN EXTERIOR LOCATIONS WHEN RAIN-TIGHT CONNECTORS AND FITTINGS ARE USED, AND THE CONDUIT IS INSTALLED 24" MINIMUM ABOVE GRADE AND IS NOT EXPOSED TO ANY POTENTIAL PHYSICAL DAMAGE. ALL SUPPORTS, BOLTS, STRAPS, SCREWS SHALL BE CORROSION RESISTANT.
- ALL RACEWAYS ARE TO BE METALLIC OR SCHEDULE 80 PVC. APPLY AN ADHESIVE LABEL ALONG ALL RACEWAYS CARRYING PV SYSTEM FEEDERS (DC ONLY) AS "PHOTOVOLTAIC POWER SOURCE".
- ALL PANELBOARDS AND SWITCHBOARDS SHALL BE PROVIDED WITH GROUND AND NORMAL BUS AND TYPED CIRCUIT CARD IN ACCORDANCE WITH NEC 408.4.
- IDENTIFY AND GROUP PV SOURCE AND OUTPUT CIRCUIT IN ACCORDANCE WITH NEC 690.31(8).
- SECURE ALL PADMOUNTED EQUIPMENT WITH STAINLESS STEEL HARDWARE PER MANUFACTURERS REQUIREMENTS.
- RIGID METAL CONDUIT SHALL BE USED FOR ALL CONDUIT SWEEPS FROM BELOW GRADE TO ABOVE GRADE. ALL CONDUITS AND FITTINGS SHALL BE GALVANIZED STEEL.
- UNISTRUT SUPPORTS AND ASSOCIATED HARDWARE FOR SWITCHBOARDS, PANELBOARDS, INVERTERS, METERING EQUIPMENT, ETC, SHALL BE GALVANIZED STEEL.
- PROVIDE LIQUID TIGHT FLEXIBLE METAL CONDUIT IN ABOVE GROUND RACEWAY LOCATIONS WHERE UNDERGROUND RACEWAY SYSTEM IS EXTENDED TO ABOVE-GROUND ENCLOSURE (TYPICAL).
- ALL SWITCHES AND CIRCUIT BREAKERS SHALL BE INSTALLED IN ACCESSIBLE LOCATION PER NEC 404.8. MAXIMUM HEIGHT TO TOP OF METERING EQUIPMENT SHALL BE 5 FEET MAXIMUM ABOVE FINISHED GRADE.
- PROVIDE REQUIRED WORKING CLEARANCES IN FRONT OF ALL ELECTRICAL EQUIPMENT IN ACCORDANCE WITH NEC 110.26 (UNDER 600V) AND 110.34 (OVER 600V); FIELD COORDINATE EXACT REQUIREMENTS.
- PROVIDE SUITABLE GUARDS (I.E. BOLLARDS, CONCRETE BARRIERS, ETC) AROUND ELECTRICAL EQUIPMENT, WHERE EQUIPMENT MAY BE EXPOSED TO DAMAGE FROM VEHICULAR TRAFFIC OR OTHER HAZARDS; FIELD COORDINATE EXACT REQUIREMENTS.
- ALL ELECTRICAL EQUIPMENT AND COMPONENTS SHALL BE INSTALLED 2FT ABOVE THE 500 YEAR FLOOD ZONE ELEVATION.

SYSTEM INFORMATION

PROJECT TITLE	SOLAR INSTALLATION
AC SYSTEM/DC SYSTEM	3.000 MW AC / 4.022 MW DC
INVERTER	125KW

LEGEND



ABBREVIATIONS

ABB.	DESCRIPTION	ABB.	DESCRIPTION
A	AMPERES	NEMA	NATIONAL ELECTRICAL MANUFACTURERS
AC	ALTERNATING CURRENT	NEUT	NEUTRAL
AFCI	ARC FAULT CIRCUIT INTERRUPTER	NF	NON-FUSED
AI	ALUMINUM	NTS	NOT TO SCALE
ATS	AUTOMATIC TRANSFER SWITCH	P	POLE
AWG	AMERICAN WIRE GAUGE	PH	PHASE
C	CONDUIT	PNL	PANEL
CB	COMBINER BOX	PRIM	PRIMARY
CIR	CIRCUIT	PSF	POUNDS PER SQUARE FEET
CT	CURRENT TRANSFORMER	PSI	POUNDS PER SQUARE INCH
Cu	COPPER	PT	POWER TRANSFORMER
DC	DIRECT CURRENT	PV	PHOTOVOLTAIC
DWG	DRAWING	PVC	POLYVINYL CHLORIDE
EOB	ENCLOSED CIRCUIT BREAKER	RCS	RIGID GALVANIZED STEEL
EGC	EQUIPMENT GROUNDING CONDUCTOR	RT	RAIN-TIGHT
EMT	ELECTRIC METALLIC TUBING	SE	SERVICE EQUIPMENT
EQUIP	EQUIPMENT	SEC	SECONDARY
EX	EXISTING TO REMAIN	ST	SHUNT TRIP
FT	FOOT	TYP	TYPICAL
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	UG	UNDERGROUND
GND	GROUND	UL	UNDERWRITER'S LABORATORY
HD	HAND-HOLE	UTIL	UTILITY
IN	INCHES	V	VOLTS
J	JUNCTION	W	WATTS
KAIC	KILO-AMPERE INTERRUPT CURRENT	WP	WATERPROOF
KV	KILOVOLTS	WT	WATERTIGHT
KW	KILOWATTS	X	REMOVE
M	METER	XFMR	TRANSFORMER
MCB	MAIN CIRCUIT BREAKER	%	PERCENT
MDP	MAIN DISTRIBUTION PANEL	#	NUMBER
MLO	MAIN LUG ONLY	'	FEET
NEC	NATIONAL ELECTRIC CODE	"	INCHES

PV STRING FEEDER SCHEDULE

USE COPPER WIRE TYPE RHW-2 OR USE-2, 1500V RATED FOR 90°C

Cu WIRE SIZE (AWG)	MIN RUN LENGTH (FT)	MAX RUN LENGTH(FT)
#10	0	600
#8	600+	900
#6	900+	1500

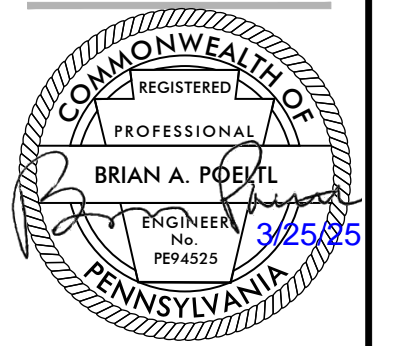
PV SYSTEM AC FEEDER SCHEDULE (200A RATED)

USE COPPER OR ALUMINUM WIRE TYPE XHHW-2 FOR 90°C

Cu WIRE SIZE (AWG)	MIN RUN LENGTH (FT)	MAX RUN LENGTH(FT)
3#3/0, 1#6 GND IN 2-1/2°C.	0	461
3#4/0, 1#4 GND IN 2-1/2°C.	461+	573
3#250 KCMIL, 1#4 GND IN 3°C.	573+	683
3#300 KCMIL, 1#2 GND IN 3°C.	683+	807
AL WIRE SIZE (AWG)		
3#250 KCMIL, 1#4 GND IN 3°C.	0	418
3#300 KCMIL, 1#3 GND IN 3°C.	418+	500
3#350KCMIL, 1#2 GND IN 3°C.	500+	582
3#400KCMIL, 1#1 GND IN 3-1/2°C.	582+	658

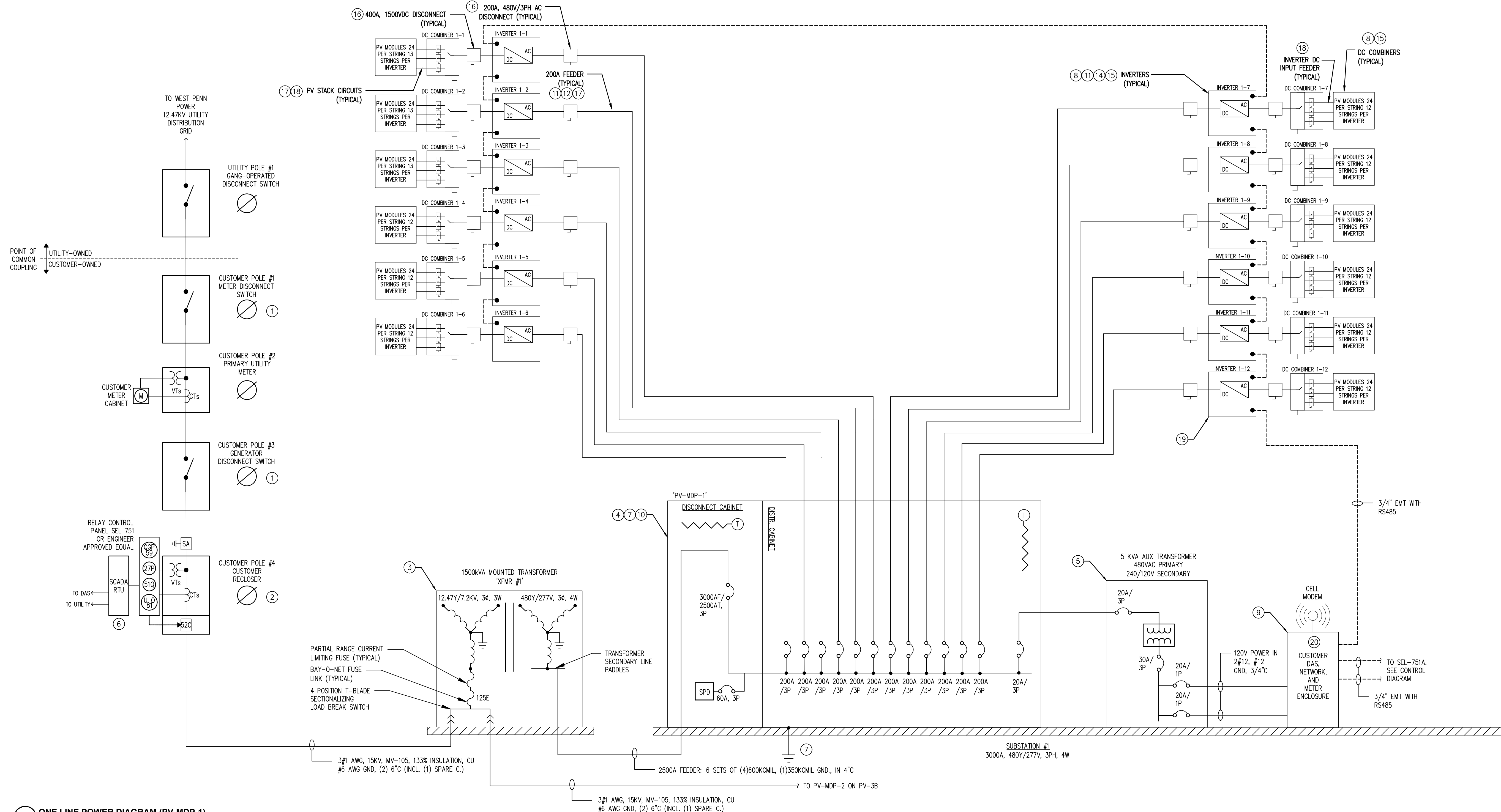


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REVISIONS
No. Date
Designd NP
Drawn NP
Reviewed BP
Scale N.T.S.
Project No. 2500229
Date 01/27/2025
CAD File SK-2500229-02 New Derry
Title
ELECTRICAL NOTES AND SCHEDULES
Sheet No.



1 ONE LINE POWER DIAGRAM (PV-MDP-1)
SCALE: N.T.S.

RISER DIAGRAM KEY NOTES:

- 1 PROVIDE GANG-OPERATED DISCONNECT SWITCH EATON M-FORCE #MIH11R2 OR ENGINEER APPROVED EQUAL, OUTDOOR OPERATED AND ACCESSIBLE TO UTILITY IF CIRCUMSTANCES OF INSTALL INDICATE GOOD ENGINEERING PRACTICE WOULD LOCATE THE SWITCH AT ANY OTHER LOCATION, THEN PERMISSION FROM UTILITY WILL BE RECEIVED BEFORE PROCEEDING. THE SWITCH SHOULD BE LOCKABLE WITH VISIBLE BREAK AND BE ACCESSIBLE 24/7 BY THE UTILITY COMPANY. POINT OF COMMON COUPLING WILL BE ON UTILITY SIDE OF DISCONNECT SWITCH.
- 2 PROVIDE CUSTOMER OWNED ELECTRONIC RECLOSER EATON NOVA #R24523 OR ENGINEER APPROVED EQUAL. IT SHALL BE CAPABLE OF DETECTING FAULTS ON THE CUSTOMER'S AND UTILITIES SYSTEMS. THE RECLOSER SHALL SEPARATE THE CUSTOMER GENERATION FROM THE UTILITY SYSTEM EITHER DIRECTLY OR THROUGH AND AUXILIARY DEVICES SUCH AS A CIRCUIT BREAKER.
- 3 PROVIDE PADMOUNTED UTILITY TRANSFORMER: PROVIDE CONCRETE PAD, BOLLARDS, GROUND LOOP PER DESIGN REQUIREMENTS. PROVIDE PRIMARY CONDUIT TO NEW PAD LOCATION. 1500KVA TRANSFORMER, 12.47Y/7.2 KV (GROUNDED PRIMARY), 480Y/277V (SECONDARY), GROUNDED WYE-WYE, 60 HZ, 95 KV BL, 75deg C, 5.75% NOMINAL IMPEDANCE, BAYONET EXPULSION FUSE IN SERIES WITH CURRENT LIMITING FUSE, LOOP FEED 4-POSITION LOAD BREAK SWITCH, ALUMINUM WINDINGS, VISIBLE BREAK WINDOW, PROVIDE GROUND LOOP. PROVIDE A MINIMUM OF (4) #1X10' COPPER CLAD GROUND RODS AND #3/0 BARE COPPER GROUND LOOP AROUND PERIMETER OF NEW PAD MOUNTED TRANSFORMER; SPACING OF GROUND RODS SHALL BE A MINIMUM OF 10 FEET IN ALL DIRECTIONS. BOND BARE COPPER GROUNDING ELECTRODE CONDUCTOR TO GROUND RODS BY EXOTHERMIC WELD, AND TO NEUTRAL PRIMARY BUS BY MECHANICAL MEANS. PROVIDE #3/0 INSULATED GROUND.
- 4 PROVIDE SWITCHBOARD AND SCADA EQUIPMENT ON CONCRETE PAD WITH BOLLARDS. 3000A, 480Y/277V, 3 PHASE, 4 WIRE MAIN SWITCHBOARD, 3000A PHASE AND NEUTRAL BUS IN ALL SECTIONS, 3000AF/2500AT, 3P MOTOR OPERATED MAIN CIRCUIT BREAKER WITH LSIG TRIP UNIT MAIN SERVICE DISCONNECT SWITCH, AND DISTRIBUTION SECTION WITH

- ELECTRONIC-TRIP, MOLDED CASE CIRCUIT BREAKERS WITH LSI TRIP UNITS. PROVIDE EACH SECTION WITH 250W, THERMOSTATICALLY CONTROLLED ENCLOSURE HEATERS, AND ASSOCIATED TRANSFORMER, AND FEEDER REQUIREMENTS INSTALLED ON LOAD SIDE OF METERING. PROVIDE SPD IN DISTRIBUTION SECTION; SPD SHALL CONSIST OF 250 KA PER PHASE RATING, INTEGRAL DISCONNECT, SURGE COUNTER, AND ALARMS. THE LSI AND LSIG TRIP UNITS SHALL INCLUDE AN ENERGY-REDUCING MAINTENANCE SETTING TO COMPLY WITH NEC 240.87 (TYPICAL FOR CIRCUIT BREAKERS 1200A AND LARGER). THE SWITCHBOARD BUSING SHALL BE COPPER PHASE, NEUTRAL, AND GROUND BUSING, AND 85 KVIC BUS BRACING AND CIRCUIT BREAKER RATING. THE SWITCHBOARD SHALL BE SERVICE ENTRANCE RATED. THE SWITCHBOARD ENCLOSURES SHALL BE NEMA 3R, AND EACH SECTION SHALL BE LOCKABLE WITH PADLOCK. THE MAIN SWITCH SECTION SHALL BE LABELED: "SERVICE DISCONNECT", AND THE DISTRIBUTION SECTION SHALL BE LABELED: "MAIN DISTRIBUTION". PROVIDE NAMEPLATES ON SWITCHBOARD AS INDICATED ON DETAILS.
- 5 PROVIDE 5KVA POWER CENTER FOR 120V LOADS ASSOCIATED WITH SWITCHBOARD AND SCADA EQUIPMENT.
- 6 RTU REQUIRED FOR SCADA, CUSTOMER TO SUPPLY AND PROGRAM THE RTU TO PROVIDE REMOTE TRIP AND INTEGRATE THE TWO METERING POINTS (DER & PCC). DER & PCC METER VALUES TO BE SCALED TO REFLECT PRIMARY LINE-TO-LINE VALUES AND BE INTEGRATED THROUGH A RTU ALONG WITH THE DER METERING. RTU MUST BE ON A BACK-UP POWER SUPPLY TO ALLOW CONTINUED OPERATION OF THE SCADA INTERFACE DURING AN OUTAGE. RADIO SUPPLIED BY CUSTOMER, SPECIFIED AND PROGRAMMED BY FIRST ENERGY. RADIO MUST BE ON A BACK-UP POWER SUPPLY TO ALLOW FOR CONTINUED OPERATION OF SCADA INTERFACE DURING AN OUTAGE.
- 7 PROVIDE A MINIMUM OF (3) #1 X10' COPPER CLAD GROUND RODS AND #3/0 BARE COPPER GROUND LOOP AROUND PERIMETER OF NEW ELECTRICAL SWITCHBOARD; SPACING OF GROUND RODS SHALL BE A MINIMUM OF 10 FEET IN ALL DIRECTIONS. BOND BARE COPPER GROUNDING ELECTRODE CONDUCTOR TO GROUND RODS BY EXOTHERMIC WELD, AND TO

- 8 GROUND BUS BY MECHANICAL MEANS. PROVIDE #5/0 INSULATED GROUND.
- 9 PROVIDE INVERTERS, COMBINER BOXES, AND PANELBOARDS, INCLUDING STRUCTURAL SUPPORTS FOR MOUNTING.
- 10 PROVIDE SCADA EQUIPMENT FOR MONITORING AND METERING OF PV PRODUCTION.
- 11 PROVIDE NAMEPLATE AS WELL AS SIGNAGE ON PV DISTRIBUTION PANEL.
- 12 PROVIDE FEEDERS TO THE INVERTER PANELS FROM THE PV DIST. PANEL UNISTRUT MOUNTED AT THE PV ARRAY. REFER TO INVERTER BANK FEEDER SCHEDULE ON SK-2 FOR CONDUCTOR SIZES. PROVIDE LIQUID TIGHT TYPE FITTINGS FOR FEEDER. PROVIDE SIGNAGE.
- 13 REFER TO INVERTER BANK FEEDER SCHEDULE ON SK-2 FOR REQUIREMENTS, WHERE CONDUCTOR SIZE EXCEEDS INVERTER LUG RATING CONTRACTOR SHALL PROVIDE NEMA 3R JUNCTION BOX DIRECTLY BELOW INVERTER AND SHALL SPLICE FEEDER TO CONDUCTOR SIZED TO MATCH MAXIMUM RATING OF INVERTER AC TERMINATION LUG AND EXTEND AND TERMINATE AT INVERTER.
- 14 NOT USED.
- 15 PROVIDE GROUND ON AC SIDE OF THE INVERTER ONLY.
- 16 PROVIDE SIGNAGE ON EACH INVERTER AND COMBINER IN COMPLIANCE WITH NEC 690.53 LABELING REQUIREMENTS. AFFIX THE LABEL ADJACENT TO THE DC DISCONNECT OF EACH INVERTER. PROVIDE SIGNAGE ON EACH INVERTER IN COMPLIANCE WITH NEC 690.5(C) LABELING REQUIREMENTS. AFFIX THE LABEL NEAR THE GROUND FAULT INDICATOR AT A VISIBLE LOCATION OF EACH INVERTER.
- 17 PROVIDE AC AND DC DISCONNECTS WITHIN 10' OF INVERTER (AS REQUIRED) AS THEY ARE NOT INTEGRAL TO INVERTER.

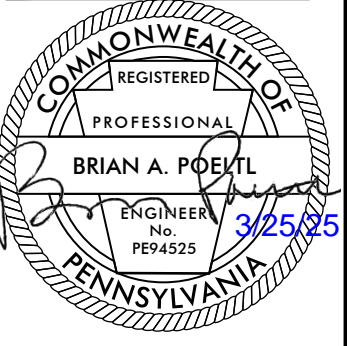
- 18 REFER TO "PV STRING FEEDER SCHEDULE" ON SK-2 FOR ADDITIONAL INFORMATION. SOLAR PV ARRAY STRING FEEDERS ROUTED THROUGH CONDUIT BELOW GRADE, AND IN WIRE TROUGHS (PROVIDED WITH MODULE SUPPORT STRUCTURE). REFER TO LAYOUTS ON SITE PLAN FOR ADDITIONAL INFORMATION. REFER TO "PV STRING FEEDER SCHEDULE" ON SK-2 FOR WIRE TYPE AND SIZING BASED ON LENGTH OF RUN. REFER TO SE SERIES FOR ADDITIONAL REQUIREMENTS.
- 19 PROVIDE WITH INTEGRAL CPS FLEX GATEWAY IN LAST INVERTER ONLY FOR COMMUNICATION CONNECTION TO THE DAS (ALSOENERGY).
- 20 PROVIDE COMMUNICATION SYSTEM CONNECTING ALL INVERTERS BACK TO SCADA EQUIPMENT NEAR SWITCHBOARD. WEST PENN POWER SHALL USE SCADA COMMUNICATION PORT FOR INSTALLATION OF A DER MANAGEMENT DEVICE.

GENERAL NOTES:

- 1. REFER TO DRAWING PV-1 FOR LEGEND, GENERAL NOTES, ABBREVIATIONS AND FEEDER SCHEDULES.
- 2. WORK ASSOCIATED WITH THIS SCOPE SHALL BE PERFORMED BY A CONTRACTOR WHO IS LICENSED IN THE STATE OF THE PROJECT TO INSTALL PHOTOVOLTAIC SYSTEMS.
- 3. ALL WORK SHALL BE IN STRICT ACCORDANCE WITH THE LATEST ADOPTED VERSIONS OF ALL LOCAL, STATE, AND NATIONAL CODES, INCLUDING ALL ORDINANCES AND LAWS APPLICABLE TO THIS JURISDICTION.
- 4. ALL CONNECTIONS AND CONFIGURATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S WIRING DIAGRAMS AND INSTALLATION INSTRUCTIONS.
- 5. POLARITY OF ALL COMPONENTS SHALL MATCH DESIGNATIONS AS DIRECTED BY MANUFACTURER'S REPRESENTATIVE.



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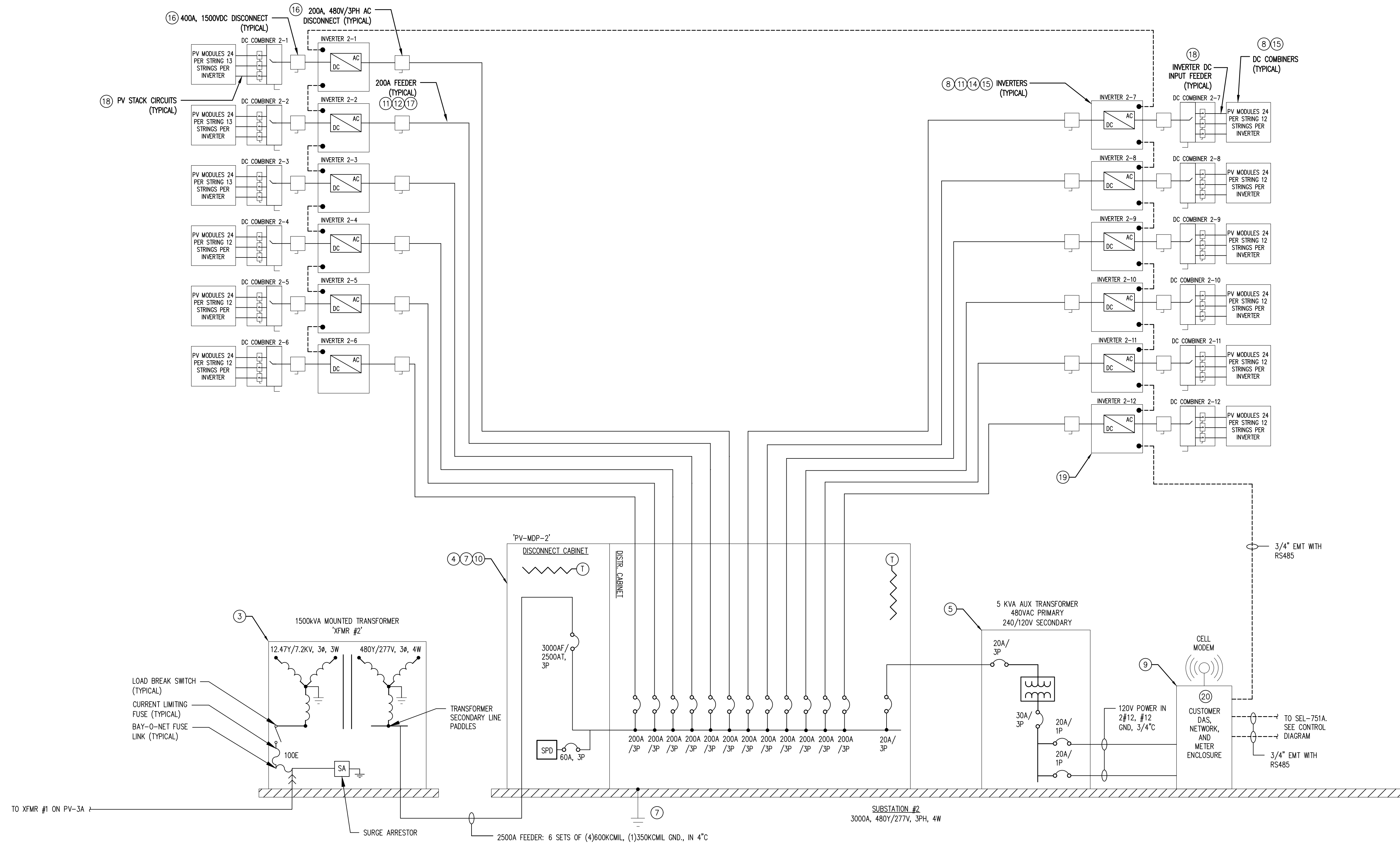
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REVISIONS	
No.	Date

Designed	NP
Drawn	NP
Reviewed	BP
Scale	N.T.S.
Project No.	2500229
Date	01/27/2025
CAD File	SK-2500229-03 New Derry

Title
SINGLE LINE DIAGRAM

Sheet No.
SK-3A



1 ONE LINE POWER DIAGRAM (PV-MDP-2)
SCALE: N.T.S.

RISER DIAGRAM KEY NOTES:

- PROVIDE GANG-OPERATED DISCONNECT SWITCH EATON M-FORCE #M1H11R2 OR ENGINEER APPROVED EQUAL. OUTDOOR OPERATED AND ACCESSIBLE TO UTILITY IF CIRCUMSTANCES OF INSTALL INDICATE GOOD ENGINEERING PRACTICE WOULD LOCATE THE SWITCH AT ANY OTHER LOCATION, THEN PERMISSION FROM UTILITY WILL BE RECEIVED BEFORE PROCEEDING. THE SWITCH SHOULD BE LOCKABLE WITH VISIBLE BREAK AND BE ACCESSIBLE 24/7 BY THE UTILITY COMPANY. POINT OF COMMON COUPLING WILL BE ON UTILITY SIDE OF DISCONNECT SWITCH.
- PROVIDE CUSTOMER OWNED ELECTRONIC RECLOSER EATON NOVA #R24523 OR ENGINEER APPROVED EQUAL. IT SHALL BE CAPABLE OF DETECTING FAULTS ON THE CUSTOMER'S AND UTILITIES SYSTEMS. THE RECLOSER SHALL SEPARATE THE CUSTOMER GENERATION FROM THE UTILITY SYSTEM EITHER DIRECTLY OR THROUGH AND AUXILIARY DEVICES SUCH AS A CIRCUIT BREAKER.
- PROVIDE PADMOUNTED UTILITY TRANSFORMER: PROVIDE CONCRETE PAD, BOLLARDS, GROUND LOOP PER DESIGN REQUIREMENTS. PROVIDE PRIMARY CONDUIT TO NEW PAD LOCATION. 1500KVA TRANSFORMER, 12.47Y/7.2 KV (GROUNDED PRIMARY), 480Y/277V (SECONDARY), GROUNDED WYE-WYE, 60 HZ, 95 KV BIL, 7500kVA, 5.75% NOMINAL IMPEDANCE, BAYONET EXPULSION FUSE IN SERIES WITH CURRENT LIMITING FUSE, LOOP FEED 4-POSITION LOAD BREAK SWITCH, ALUMINUM WINDOW, VISIBLE BREAK WINDOW. PROVIDE GROUND LOOP. PROVIDE A MINIMUM OF (4) 3/4" X 10' COPPER CLAD GROUND RODS AND #3/0 BARE COPPER GROUND LOOP AROUND PERIMETER OF NEW PAD MOUNTED TRANSFORMER; SPACING OF GROUND RODS SHALL BE A MINIMUM OF 10 FEET IN ALL DIRECTIONS. BOND BARE COPPER GROUNDING ELECTRODE CONDUCTOR TO GROUND RODS BY EXOTHERMIC WELD, AND TO NEUTRAL PRIMARY BUS BY MECHANICAL MEANS. PROVIDE #3/0 INSULATED GROUND.
- PROVIDE SWITCHBOARD AND SCADA EQUIPMENT ON CONCRETE PAD WITH BOLLARDS. 3000A, 480Y/277V, 3 PHASE, 4 WIRE MAIN SWITCHBOARD, 3000A PHASE AND NEUTRAL BUS IN ALL SECTIONS, 3000AF/2500AT, 3P MOTOR OPERATED MAIN CIRCUIT BREAKER WITH LSIG TRIP UNIT MAIN SERVICE DISCONNECT SWITCH, AND DISTRIBUTION SECTION WITH

- ELECTRONIC-TRIP, MOLDED CASE CIRCUIT BREAKERS WITH LSIG TRIP UNITS. PROVIDE EACH SECTION WITH 250W, THERMOSTATICALLY CONTROLLED ENCLOSURE HEATERS, AND ASSOCIATED TRANSFORMER, AND FEEDER REQUIREMENTS INSTALLED ON LOAD SIDE OF METERING. PROVIDE SPD IN DISTRIBUTION SECTION; SPD SHALL CONSIST OF 250 KA PER PHASE RATING, INTEGRAL DISCONNECT, SURGE COUNTER, AND ALARMS. THE LSIG AND LSIG TRIP UNITS SHALL INCLUDE AN ENERGY-REDUCING MAINTENANCE SETTING TO COMPLY WITH NEC 240.87 (TYPICAL FOR CIRCUIT BREAKERS 1200A AND LARGER). THE SWITCHBOARD BUSING SHALL BE COPPER PHASE, NEUTRAL, AND GROUND BUSING, AND 65 KAIC BUS BRACING AND CIRCUIT BREAKER RATING. THE SWITCHBOARD SHALL BE SERVICE ENTRANCE RATED. THE SWITCHBOARD ENCLOSURES SHALL BE NEMA 3R, AND EACH SECTION SHALL BE LOCKABLE WITH PADLOCK. THE MAIN SWITCH SECTION SHALL BE LABELED: "SERVICE DISCONNECT", AND THE DISTRIBUTION SECTION SHALL BE LABELED "MAIN DISTRIBUTION". PROVIDE NAMEPLATES ON SWITCHBOARD AS INDICATED ON DETAILS.
- RTU REQUIRED FOR SCADA. CUSTOMER TO SUPPLY AND PROGRAM THE RTU TO PROVIDE REMOTE TRIP AND INTEGRATE THE TWO METERING POINTS (DER & PCC). DER & PCC METER VALUES TO BE SCALED TO REFLECT PRIMARY LINE-TO-LINE VALUES AND BE INTEGRATED THROUGH A RTU ALONG WITH THE DER METERING. RTU MUST BE ON A BACK-UP POWER SUPPLY TO ALLOW CONTINUED OPERATION OF THE SCADA INTERFACE DURING AN OUTAGE. RADIO SUPPLIED BY CUSTOMER, SPECIFIED AND PROGRAMMED BY FIRST ENERGY. RADIO MUST BE ON A BACK-UP POWER SUPPLY TO ALLOW FOR CONTINUED OPERATION OF SCADA INTERFACE DURING AN OUTAGE.
- PROVIDE A MINIMUM OF (3) 3/4" X 10' COPPER CLAD GROUND RODS AND #3/0 BARE COPPER GROUND LOOP AROUND PERIMETER OF NEW ELECTRICAL SWITCHBOARD; SPACING OF GROUND RODS SHALL BE A MINIMUM OF 10 FEET IN ALL DIRECTIONS. BOND BARE COPPER GROUNDING ELECTRODE CONDUCTOR TO GROUND RODS BY EXOTHERMIC WELD, AND TO

- GROUND BUS BY MECHANICAL MEANS. PROVIDE #3/0 INSULATED GROUND.
- PROVIDE INVERTERS, COMBINER BOXES, AND PANELBOARDS, INCLUDING STRUCTURAL SUPPORTS FOR MOUNTING.
- PROVIDE SCADA EQUIPMENT FOR MONITORING AND METERING OF PV PRODUCTION.
- PROVIDE NAMEPLATE AS WELL AS SIGNAGE ON PV DISTRIBUTION PANEL.
- PROVIDE FEEDERS TO THE INVERTER PANELS FROM THE PV DIST. PANEL UNISTRUT MOUNTED AT THE PV ARRAY. REFER TO INVERTER BANK FEEDER SCHEDULE ON SK-2 FOR CONDUCTOR SIZES. PROVIDE LIQUID TYPE FITTINGS FOR FEEDER. PROVIDE SIGNAGE.
- REFER TO INVERTER BANK FEEDER SCHEDULE ON SK-2 FOR REQUIREMENTS, WHERE CONDUCTOR SIZE EXCEEDS INVERTER LUG RATING CONTRACTOR SHALL PROVIDE NEMA 3R JUNCTION BOX DIRECTLY BELOW INVERTER AND SHALL SPLICE FEEDER TO CONDUCTOR SIZE TO MATCH MAXIMUM RATING OF INVERTER AC TERMINATION LUG AND EXTEND AND TERMINATE AT INVERTER.
- NOT USED.
- PROVIDE GROUND ON AC SIDE OF THE INVERTER ONLY.
- PROVIDE SIGNAGE ON EACH INVERTER AND COMBINER IN COMPLIANCE WITH NEC 690.53 LABELING REQUIREMENTS. AFFIX THE LABEL ADJACENT TO THE DC DISCONNECT OF EACH INVERTER. PROVIDE SIGNAGE ON EACH INVERTER IN COMPLIANCE WITH NEC 690.5(C) LABELING REQUIREMENTS. AFFIX THE LABEL NEAR THE GROUND FAULT INDICATOR AT A VISIBLE LOCATION OF EACH INVERTER.
- PROVIDE AC AND DC DISCONNECTS WITHIN 10' OF INVERTER (AS REQUIRED) AS THEY ARE NOT INTEGRAL TO INVERTER.

- REFER TO "PV STRING FEEDER SCHEDULE" ON SK-2 FOR ADDITIONAL INFORMATION. SOLAR PV ARRAY STRING FEEDERS ROUTED THROUGH CONDUIT BELOW GRADE, AND IN WIRE TROUGHS (PROVIDED WITH MODULE SUPPORT STRUCTURE). REFER TO LAYOUTS ON SITE PLAN FOR ADDITIONAL INFORMATION. REFER TO "PV STRING FEEDER SCHEDULE" ON SK-2 FOR WIRE TYPE AND SIZING BASED ON LENGTH OF RUN. REFER TO SE SERIES FOR ADDITIONAL REQUIREMENTS.
- PROVIDE WITH INTEGRAL CPS FLEX GATEWAY IN LAST INVERTER ONLY FOR COMMUNICATION CONNECTION TO THE DAS (ALSOENERGY).
- PROVIDE COMMUNICATION SYSTEM CONNECTING ALL INVERTERS BACK TO SCADA EQUIPMENT NEAR SWITCHBOARD. WEST PENN POWER SHALL USE SCADA COMMUNICATION PORT FOR INSTALLATION OF A DER MANAGEMENT DEVICE.

GENERAL NOTES:

- REFER TO DRAWING PV-1 FOR LEGEND, GENERAL NOTES, ABBREVIATIONS AND FEEDER SCHEDULES.
- WORK ASSOCIATED WITH THIS SCOPE SHALL BE PERFORMED BY A CONTRACTOR WHO IS LICENSED IN THE STATE OF THE PROJECT TO INSTALL PHOTOVOLTAIC SYSTEMS.
- ALL WORK SHALL BE IN STRICT ACCORDANCE WITH THE LATEST ADOPTED VERSIONS OF ALL LOCAL, STATE, AND NATIONAL CODES, INCLUDING ALL ORDINANCES AND LAWS APPLICABLE TO THIS JURISDICTION.
- ALL CONNECTIONS AND CONFIGURATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S WIRING DIAGRAMS AND INSTALLATION INSTRUCTIONS.
- POLARITY OF ALL COMPONENTS SHALL MATCH DESIGNATIONS AS DIRECTED BY MANUFACTURER'S REPRESENTATIVE.



355 Research Parkway
Menden, CT 06450
(203) 630-1408
(203) 630-2615 Fax



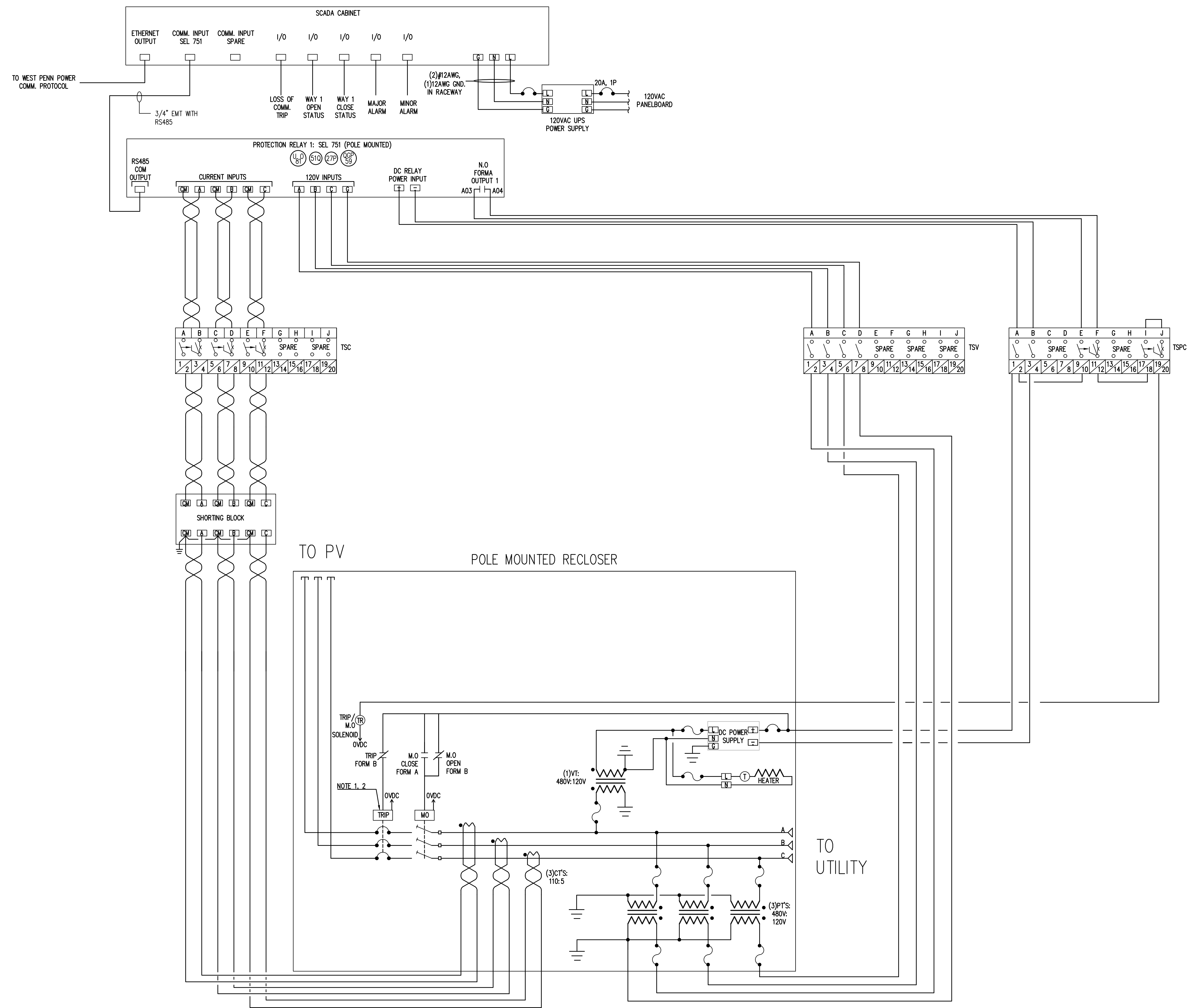
CROW HOLDINGS RENEWABLES
REPA NEW DERRY SOLAR, LLC
LAT: N40.36938 LONG: W79.32244
6009 ROUTE 982
BLAIRSVILLE, PA 15717

REVISIONS	
No.	Date

Desig: _____
Drawn: NP
Reviewed: BP
Scale: N.T.S.
Project No: 2500229
Date: 01/27/2025
CAD File: SK-2500229-03 New Derry

Title: **SINGLE LINE DIAGRAM**

Sheet No: **SK-3B**



LEGEND - SCADA SCHEMATIC

L	LINE
N	NEUTRAL
G	GROUND
- -	CONTACT
V	VOLTS
	RESISTIVE HEATER AND THERMOSTAT
	CURRENT TRANSFORMER
	POTENTIAL TRANSFORMER
	VOLTAGE TRANSFORMER
	GROUND
	FUSE
	RELAY COIL
	SOLENOID
	MOTOR OPERATOR
	FAULT INTERRUPTER
TSC	TEST SWITCH: CURRENT
TSV	TEST SWITCH: VOLTAGE
TSPC	TEST SWITCH: PROTECTION AND CONTROL
[CM]	COMMON
[A]	PHASE A
[B]	PHASE B
[C]	PHASE C
	SHORTING SWITCH
	VOLTAGE SWITCH
DC	DIRECT CURRENT

- NOTES:
- ELECTROMECHANICAL SOLENOID TO OPEN/CLOSE MV CIRCUIT BREAKER. WHEN PROTECTION RELAY IS POWERED, OUTPUT 1 IS CLOSED, VOLTAGE IS SUPPLIED TO ELECTROMECHANICAL SOLENOID, AND WAY 1 CIRCUIT BREAKER IS MAINTAINED CLOSED.
 - WHEN PROTECTION RELAY LOSES POWER, OR OUTPUT 1 IS OPEN DUE TO A PROTECTION ELEMENT FAULT, OR TRANSFER TRIP RELAY IS OPEN DUE TO UTILITY SIGNAL, VOLTAGE IS REMOVED FROM THE ELECTROMECHANICAL SOLENOID, AND WAY 1 CIRCUIT BREAKER IS OPENED FOR FAIL SAFE OPERATION.
 - THE SEL 751 RELAY TRIPS THE VACUUM BOTTLE BY OPENING OUTPUT 1.
 - THE SEL RELAY INPUT AND OUTPUT CONTACTS ARE WIRED TO THE MOTOR FOR STATUS AND COMMAND REQUIREMENTS. THE SEL RELAY GIVES THE COMMAND TO OPEN THE MOTOR AFTER THE RELAY TARGET HAS OCCURRED, AND THE VACUUM BOTTLE HAS TRIPPED, WHICH THEN RESETS THE VACUUM BOTTLE CONTACTS.
 - ONCE THE RELAY TARGET HAS BEEN RESET FOR A SPECIFIED TIME PERIOD THE MOTOR CAN CLOSE THE SWITCH AUTOMATICALLY.
 - IF A FAULT TARGET OCCURS THE MOTOR WILL OPEN THE SWITCH AND THE SWITCH WILL RE-CLOSE MANUALLY.

ANSI DEVICE NUMBER	FUNCTION	RECOMMENDED PURPOSE	BACK-UP FUNCTION
27P	PHASE UNDERVOLTAGE	BACK-UP UNDERVOLTAGE	YES
59P	PHASE OVERVOLTAGE	BACK-UP OVERVOLTAGE	YES
81O	OVER FREQUENCY	BACK-UP OVER FREQ.	YES
81U	UNDER FREQUENCY	BACK-UP UNDER FREQ.	YES
59Q	NEGATIVE SEQUENCE OVERVOLTAGE	PRIMARY OPEN PHASE DETECTION	NO
51Q	NEGATIVE SEQUENCE TIME OVERCURRENT	PRIMARY OPEN PHASE DETECTION	NO
59G	ZERO SEQUENCE PHASE OVERVOLTAGE	PRIMARY OPEN PHASE DETECTION	NO

1 PROTECTION, CONTROL, SCADA SCHEMATIC
SCALE: N.T.S.

REVISIONS
No. Date
Desig. NP
Drawn NP
Reviewed BP
Scale N.T.S.
Project No. 2500229
Date 01/27/2025
CAD File SK-2500229-03 New Derry
Title
SCADA CONTROL DIAGRAM
Sheet No.

DocuSign Envelope ID: 22B87621-DEB9-410F-B7C5-04CB29E5D6B8

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** is dated as of February 13, 2025 and entered into between CH Renewables Acquisitions, LLC, a Delaware limited liability company (“Assignor”), and REPA New Derry Solar, L.L.C., a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor and Harry Losier, Trustee of Harry C. Losier Revocable Trust dated December 7, 1998, and the Regina Losier Revocable Trust dated December 7, 1998, are parties to that certain Option to Ground Lease Agreement made and entered into as of January 14, 2025 (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]

Docusign Envelope ID: 22B87621-DEB9-410F-B7C5-04CB29E5D6B8

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 New Derry 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 JAN. 14, 2025.

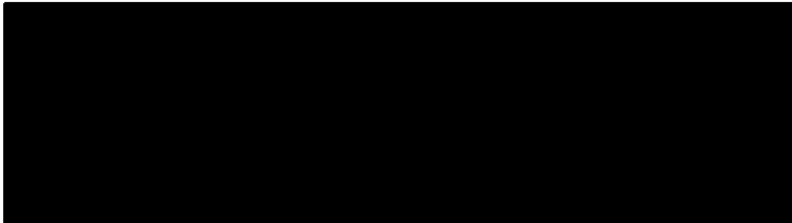
OWNER **Harry Losier, Trustee, of Harry C. Losier Revocable Trust dated December 7, 1998, and the Regina Losier Revocable Trust dated December 7, 1998**

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

PROPERTY That real property consisting of the parcel(s) located in Derry Township, County of Westmoreland, 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 Sixty-Six and Ninety-Two Hundredths (66.92) 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 pursuant to Section 2(a).

OPTION PAYMENT 

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 Memorandum of Option
- EXHIBIT D – Form of Ground Lease

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 D 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. 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 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.

HPL
Owner's Initials

JF
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 Township of Derry, 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, 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 Westmoreland 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 C.** 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

3025 Hill Road
Blairsville, PA 15717
Attn: Harry Losier, Trustee
Phone: (724) 422-7283
E-mail: harrylosier1@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"

Harry Losier, Trustee of Harry C. Losier Revocable Trust dated December 7, 1998, and the Regina Losier Revocable Trust dated December 7, 1998



Harry Losier, Trustee

"Optionee"

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


By: 
Name: J. Lawrence Percosi
Title: VICE PRESIDENT

Exhibit A to Option Agreement**Legal Description of Property****PIN: 45-29-00-0-012 (66.92 acres)**

ALL that certain tract of land situated in the Township of Derry, County of Westmoreland and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a white oak at corner of lands now or formerly of Reed Shrum and James Layton and partially along a public road; thence South 85 deg. 15' West 1330 feet to a post; thence North 76 deg. 15' West 80 feet to a post; thence South 23 deg. 33' West 782.9 to a post at corner of lands now or formerly of William Mewherter; thence by said lands now or formerly of William Mewherter, North 66 deg. 19' West 1774.1 feet to a stone; thence North 17 deg. 45' East 808 feet to a post; thence North 66 deg. West 331 feet to a stump; thence, partially by land now or formerly of Noah and Mary Smith, North 18 deg. 39' East 992 feet to a post; thence, by the same, North 70 deg. 30' East 733 feet to a post in a public road; thence, by same and along said public road, South 76 deg. 15' East 323.5 feet to a post, thence, by same and, for a portion of the distance, along said public road, South 75 deg. 15' East 660 feet to a post; thence, by same, South 74 deg. 17' East 940 feet to a post at lands now (or formerly of Reed Shrum); thence, by said lands now or formerly of Reed Shrum, South 19 deg. 45' East 1583 feet to the place of beginning. CONTAINING 140 acres, 159 perches strict measure.

EXCEPTING AND RESERVING all the coal in and underlying said premises, together with full mining rights thereto as have been heretofore excepted, reserved and conveyed.

ALSO EXCEPTING AND RESERVING the following parcels of land previously conveyed from the above-described parcel of land; 14.2155 acres as conveyed to Charles W. Hart, et ux., and recorded in the Recorder's Office of Westmoreland County, Pennsylvania in Deed Book Vol. 850, page 572; 2 acres as conveyed to Arthur E. Kelly, et ux., by deed dated May 20, 1967, and recorded in the Recorder's Office of Westmoreland County, Pennsylvania in Deed Book Vol. 1960, page 294; 1.1 acres as conveyed to Ralph I. Kelly, Jr., et ux., by deed dated July 1, 1969 and recorded in the Recorder's Office of Westmoreland County, Pennsylvania in Deed Book Vol. 2019, page 191; 2.88 acres, as conveyed to Bernard Meador, et ux., by deed dated May 28, 1971 and recorded in the Recorder's Office of Westmoreland County, Pennsylvania in Deed Book Vol. 2069, page 477; 1 acre as conveyed to John P. Kneoh, Jr., et ux., by deed dated June 30, 1972, and recorded in the Recorder's Office of Westmoreland County, Pennsylvania in Deed Book Vol. 2100, page 730; 5 acres as conveyed to Arthur E. Kelly, et ux., by deed dated January 22, 1973 and recorded in the Recorder's Office of Westmoreland County, Pennsylvania in Deed Book Vol. 2217, page 200; 5.779 acres as conveyed to Mary Stanhovec, by deed dated April 22, 1974, and recorded in the Recorder's Office of Westmoreland County, Pennsylvania in Deed Book Vol. 2151, page 469; 21.1314 acres as conveyed to George E. Miller, Jr., by deed dated May 19, 1975, and recorded in the Recorder's Office of Westmoreland County, Pennsylvania in Deed Book Vol. 2181, page 677; 11 acres as conveyed to Arthur Bolish, et ux., by deed dated March 9, 1978, and recorded in the Recorder's Office of Westmoreland County, Pennsylvania in Deed Book Vol. 2279, page 856; 2 acres as conveyed to Byron A. Rushe, et ux., by deed dated July 26, 1971, and recorded in the Recorder's Office of Westmoreland County, Pennsylvania in Deed Book Vol. 2073, page 608.

ALSO EXCEPTING AND RESERVING all other conveyances, easements, or rights-of-way of record of apparent from an inspection of the premises.

Exhibit B to Option Agreement

Depiction of the Land

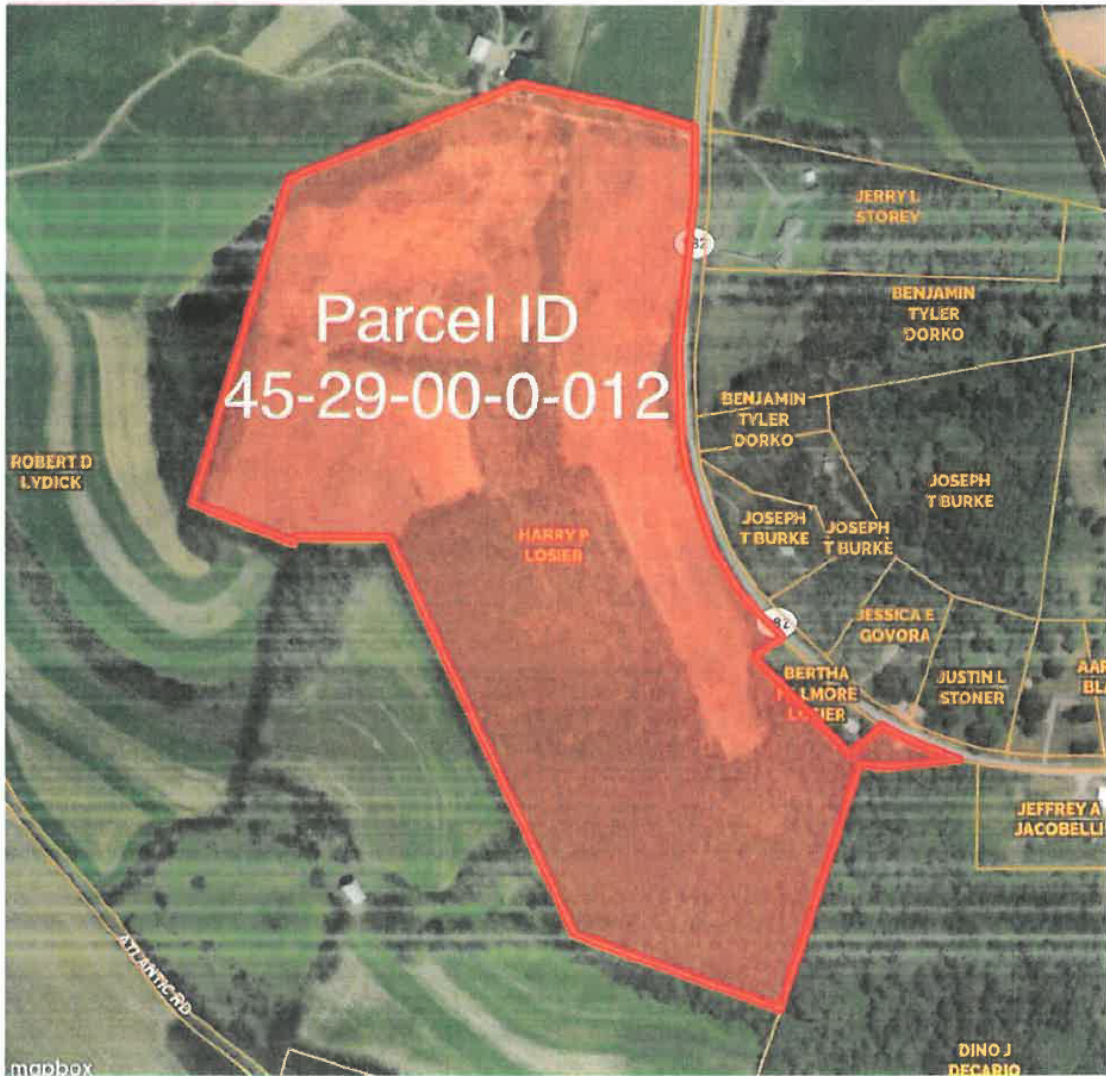


Exhibit D to Option Agreement**Form of Ground Lease****GROUND LEASE**

This GROUND LEASE AGREEMENT (this "Lease") is entered into as of the Effective Date by and between Landlord and Tenant (defined below).

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, Tenant and Landlord hereby agree as follows:

BASIC LEASE PROVISIONS

EFFECTIVE DATE _____, 2024.

LANDLORD Harry Losier, Trustee of Harry C. Losier Revocable Trust dated December 7, 1998, and the Regina Losier Revocable Trust dated December 7, 1998

TENANT CH Renewables Acquisitions, a Delaware limited liability company

PROPERTY Those certain parcels of real property, any improvements located thereon and rights, benefits and easements appurtenant to the parcels located in Derry Township, County of Westmoreland, Commonwealth of Pennsylvania as more particularly described on Exhibit A.

LAND Approximately Sixty-Six and Ninety-Two Hundredths (66.92) acres of the Property as more particularly described on Exhibit B together with all appurtenant rights and easements, including, without limitation, the right to access and utilize all radiant energy emitted from the sun upon, over and across said real property.

BASIC RENT

From the Effective Date until the Commercial Operation Date ("CONSTRUCTION PERIOD") An annual amount equal to [REDACTED] per estimated buildable acre of Land for a total of _____ and 00/100 Dollars (\$ _____ .00) (the "Construction Period Rent"), to be paid in advance in annual installments of the total annual amount, which shall be payable pursuant to Section 4 below.

From the Commercial Operation Date and continuing for the remainder of the Term ("OPERATIONS PERIOD") An annual amount equal to [REDACTED] per estimated buildable acre of Land for a total of _____ and 00/100 Dollars (\$ _____ .00) (the "Operations Period Rent"), which shall be payable in one installment pursuant to Section 4 below. Together, the Construction Period Rent and the Operations Period Rent shall be "Basic Rent".

Rent Escalation Beginning on the date which is _____ () year(s) after the first Basic Rent payment date of the Operations Period (“Rent Escalation Date”) at an escalation of _____ (“Rent Escalation Percentage”) pursuant to Section 4 below.

TERM

Construction Period Up to 24 months, commencing on the Effective Date.

Operations Period The period commencing on the earlier of (a) twenty-four (24) months after the Effective Date and (b) the Commercial Operation Date (defined below) and expiring on the date that is twenty-five (25) years after such date (the “Initial Term”). Tenant shall have the right to extend the Initial Term for three (3) additional five (5) year periods (each a “Renewal Term”), provided that Tenant delivers notice to Landlord of its intent to exercise the first Renewal Term at least thirty (30) days prior to the expiration of the Initial Term and notice of its intent to exercise the second and third Renewal Terms at least thirty (30) days prior to the expiration of the immediately preceding Renewal Term. The Initial Term and each Renewal Term are referred to herein collectively as the “Term”.

A non-exclusive, appurtenant easement to access the Land and to construct, maintain, reconstruct, and/or repair a road and/or pedestrian access on, over, across and through the Property in the locations more particularly described on Exhibit C (the “Access Easement Area”).

ACCESS EASEMENT

INTERCONNECTION EASEMENT

A non-exclusive, appurtenant easement for constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, modifying and/or repairing aboveground electrical transmission lines and a line or lines of poles or towers, together with such wires and cables and communications lines as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper anchors, support structures, foundations, footings, cross arms and other appliances and fixtures for use in connection with said towers, wires and cables, in each case upon, through, over, across and/or under, as applicable, the Property in the location more particularly described on Exhibit D (the “Interconnection Easement Area” and together with the Access Easement Area, collectively, the “Easement Areas” and collectively known as the “Easements”).

LIST OF EXHIBITS

EXHIBIT A – Legal Description of the Property

EXHIBIT B – Legal Description of the Land

EXHIBIT C – Access Easement Area

EXHIBIT D – Interconnection Easement Area

EXHIBIT E – Form of Memorandum of Lease

1. **Basic Lease Provisions.** The Basic Lease Provisions set forth above and the Exhibits attached to this Lease are each incorporated into the body of this Lease as if set forth in full.
2. **Lease of Land.** Landlord hereby leases and grants to Tenant exclusive rights to the Land and Tenant agrees to and does hereby lease from Landlord, subject to the terms and conditions of this Lease, the Land, together with all right, title and interest of Landlord in and to all easements, rights, privileges and appurtenances to the same belonging or in any way appertaining thereto, to have and to hold the aforesaid Land and appurtenant interests unto Tenant for the Term (defined below) for the purposes of constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, modifying and/or repairing a solar electric generating facility, which may include photovoltaic solar panels, foundations, poles, towers, mounting systems, inverters, transformers, integrators, energy storage facilities, overhead or underground electrical and communications lines and conduits and additional utility lines, cables, conduits, transformers, wires, meters, monitoring equipment, substations, switch yards, and other related equipment and appurtenances (the "Facility").
3. **Term of Lease.** The Term of this Lease shall be the period described in the Basic Lease Provisions above. Notwithstanding the foregoing, Tenant may terminate this Lease at any time prior to the Commercial Operation Date for any reason or no reason whatsoever, without penalty, by providing written notice to Landlord prior to the Commercial Operation Date. The "Commercial Operation Date" is the date on which the Facility achieves commercial operation.
4. **Rent.** Tenant covenants and agrees to pay Landlord during the Term the amount of the "Basic Rent" described in the Basic Lease Provisions above. Construction Period Rent shall be payable in advance in annual installments and shall be due on or before the thirtieth (30th) business day of the applicable calendar year (prorated for any partial annual period). Operations Period Rent shall be payable annually in advance and shall be due on or before the thirtieth (30th) business day after the Commercial Operation Date and each anniversary thereafter during the Term (prorated for any partial annual period). Beginning on the Rent Escalation Date, and on each anniversary thereafter during the Term, the Basic Rent shall increase over the Basic Rent payable for the immediately preceding year by the Rent Escalation Percentage. In the event the Operations Period commences prior to the end of the first full year or second full year of the Construction Period, as applicable, then the Construction Period Rent shall be pro-rated for the actual duration of the Construction Period, and any overpayment shall be applied toward the first annual installment of the Operations Period Rent.
5. **Easements and Non-Interference.**
 - (a) **Easement Areas.** If identified in the Basic Lease Provisions above, Landlord hereby grants to Tenant the Easements described in the Basic Lease Provisions, if any, for a period coterminous with this Lease. Notwithstanding the fact that the Easements, if any, are non-exclusive, any concurrent uses of the Easement Areas by Landlord or any third parties shall not interfere with Tenant's rights granted herein. The Land together with easements appurtenant to the Land and the Easement Areas, if any, shall be referred to herein as the "Premises". If Tenant determines in its reasonable discretion that any additional easements across the Property are necessary, useful or appropriate for the construction and/or operation of the Facility, Landlord shall grant such easements, rights of way, or other rights or encumbrances across, over, under or through the Property and/or other land owned by or under the control of Landlord and not included in the Premises. Such easements, rights of way and other rights or encumbrances shall be delivered by Landlord on forms prepared by Tenant within fifteen (15) days of Tenant's request, including, but not limited to, by amendment to this Lease or by separate agreement.
 - (b) **No Interference and Sunlight.** Landlord grants to Tenant the right and privilege to the free and unobstructed insolation of solar energy over and to the Property. Landlord's activities and any grant of rights Landlord makes to any person or entity, whether located on the Premises or elsewhere, shall

not, currently or prospectively, interfere with the construction, installation, maintenance, or operation of the Facility and/or access over the Property to such Facility and/or Tenant's rights granted hereunder to use the Premises as permitted pursuant to this Lease. Without limiting the generality of the foregoing, Landlord shall not (and shall not allow any other party to) disturb or interfere with the unobstructed flow of solar energy upon, over and across the Land, whether by placing towers or antennas of any type, planting trees or constructing buildings or other structures or facilities, or by engag[e][ing] in any other activity on the Property or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Facility. Tenant may, as reasonably necessary, remove, trim, prune, top or otherwise control the growth of any tree, shrub, plant or other vegetation; dismantle, demolish, and remove any improvement, structure, embankment, impediment, berm, wall, fence or other object, on or that intrudes (or could intrude) into the Property or on any land adjacent to the Premises that Landlord or Landlord's affiliate may acquire ("Surrounding Land") that could obstruct, interfere with or impair the Facility, the unobstructed flow of solar energy or the use of the Land by Tenant hereunder. In addition to the foregoing, Tenant shall have the right (but shall not the obligation) to remove, at Landlord's cost, any buildings or other structures located on the Property or the Surrounding Land that are in violation of the terms of this Section 5(b). Tenant shall be permitted to a reimbursement of such costs as an abatement of Basic Rent. In the event Landlord shall sell, convey or otherwise transfer ownership of any of the Surrounding Land, Landlord shall include in any instrument evidencing such transfer the prohibition set forth in this Section 5(b). For purposes of this Section 5(b), no development by Landlord or its affiliates shall be allowed if it blocks access to the Premises or the Facility or access of sunlight to the Facility or interferes with Tenant's rights hereunder, and Landlord shall execute any "sunlight easements" as required by Tenant to effectuate this restriction.

(c) **Temporary Easement.** Landlord grants to Tenant the right, privilege, and non-exclusive easement, to be located at a mutually acceptable location on a portion of the Property, to be used for temporary (i) storage and staging of tools, materials and equipment; (ii) construction laydown; (iii) parking of construction crew vehicles and temporary construction trailers; (iv) vehicular and pedestrian access and access for rigging and material handling; and (v) construction or installation of other facilities reasonably necessary to construct, erect, install, expand, modify or remove the Facility. Tenant shall return such temporary easement area to the condition existing immediately prior to such use by Tenant to the extent reasonably practical (reasonable wear and tear, casualty and condemnation excepted).

(d) **Effects Easements.** Landlord acknowledges that the operation of the Facility may cause certain effects, including but not limited to noise, visual, electromagnetic, electrical, and radio frequency interference, and any other effects attributable to the operation of the Facility. Therefore, Landlord hereby grants to Tenant a non-exclusive easement to cause such effects on the Property and Surrounding Land as may be reasonably necessary for the operation of the Facility, provided that Tenant shall use commercially reasonable efforts to minimize the effects of the Facility on the Surrounding Land, consistent with good engineering practices and Tenant shall comply with all applicable laws, regulations, and permits governing the operation of the Facility.

(e) **Non-Obstruction Easement.** Without limiting the generality of the foregoing, neither Landlord nor any person claiming through or authorized by Landlord shall (i) engage in any activity on the Property (whether by planting trees or other vegetation, constructing buildings or other structures, exploiting or preparing to exploit the subsurface property rights or otherwise) that obstructs or impairs the availability of sunlight throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) and vertically one hundred and eighty degrees (180°) (or such greater degrees as may be necessary to achieve a vertical angle that extends from the surface of the land in all directions to the opposite surface of the land in opposing directions) from each point within the Property where any Facility is or may be located at any time or from time to time to the boundaries of the Property, and vertically through all space above the surface of the Property, it being the intent of the parties that such description of angles and distances expanding outward from any one point will result in encompassing all space above the surface of the entire Property; or (ii) engage in any activity which would cause the

introduction of excessive dust for continued and prolonged periods of time onto the Property (“**Non-Obstruction Easement**”). Tenant’s rights herein include an easement right to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation now or hereafter existing on the Property which obstruct receipt of or access to sunlight to the Property.

(f) All easements, rights and covenants granted by Landlord to Tenant hereunder touch and concern the land, shall burden the Property and any applicable Surrounding Land and run with the land, and are expressly intended to, and shall, be covenants running with the Property. The Parties further agree that there is privity between Landlord and Tenant, and that performance of the terms and conditions of this Lease aid the Parties in the physical use or enjoyment of the lands impacted by this Lease. To the extent any covenant, right, or obligation set out in this Lease is not enforceable as a covenant running with the land, such provision shall be deemed an equitable servitude. In the event that Landlord fails to grant to Tenant any of the easements, rights of way or other rights or encumbrances referenced in this Section 5, or if Landlord prevents Tenant from using any of the easements, rights of way or other rights or encumbrances referenced in this Section 5, then Tenant shall be entitled to an abatement of Basic Rent for the period that Tenant is denied such right to any such easements, rights of way or other rights or encumbrances.

6. **Facility; Personal Property; Use of Premises.**

(a) **Improvements as Personal Property.** The parties agree that any improvements, equipment, facilities, foundations, poles, towers or transmission lines at any time constructed by or for Tenant on the Premises, or at any time acquired by or for Tenant and located on the Premises, including, without limitation, the Facility (the “**Improvements**”) are hereby severed by agreement and intention of the parties and shall remain severed from the Premises, and shall be considered with respect to the interests of the parties hereto as the property of Tenant or a Financing Party (defined below) designated by Tenant, and, even though attached or affixed to or installed upon the Premises, shall not be considered to be fixtures or a part of the Premises and shall not be or become subject to the lien of any mortgage or deed of trust heretofore or hereafter placed on the Premises by Landlord. Landlord waives any rights it may have under the laws of the state where the Premises is located, arising under this Lease, or otherwise, to any lien upon, or any right to distress or attachment upon, or any other interest in, any item constituting part of the Facility or any other equipment or other Improvements and consents to the filing by Tenant, on behalf of Landlord, of a disclaimer of the Facility and the Improvements as fixtures of the Premises in the official records of the county where the Property is located. The parties further agree that all Environmental Attributes (defined below) and Incentives (defined below) belong solely to Tenant and shall remain the personal property of Tenant and shall not attach to or be deemed a part of, or fixture to, the Premises. “**Environmental Attributes**” shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products. “**Incentives**” include, without limitation, any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies.

(b) **Use of Land.** Tenant and its designees shall have exclusive use of the Land during the Term. Tenant may use the Premises for purposes related to the construction, placement, operation, maintenance, reconstruction, replacement, rebuilding, upgrading, removal, inspection, modification and/or repair of the Facility and the other Improvements.

(c) **Additions and Removals.** Tenant shall have the right, but not the obligation, at any time and from time to time during the Term, at its expense, to (i) make additions, changes, alterations, or improvements, structural or otherwise, to the Facility; and (ii) demolish and remove the Facility or any other Improvements hereafter located on the Premises.

7. **Mineral Rights/Surface Use.** This Lease does not demise or lease to Tenant any oil, gas or minerals in place underneath the surface of the Premises or the right to extract and remove the same, and subject to the following terms and provisions of this Section 7, Landlord’s rights, if any, in such oil, gas,

and minerals are reserved to, and retained by, Landlord. During the Term, Landlord may not use, or permit the use of the Premises from the surface to a depth of five hundred (500) feet below the surface, for the purpose of exploring for, extracting, producing or mining such oil, gas or minerals. Landlord may explore for, extract or produce oil, gas and minerals from the Property in a manner which does not interfere with Tenant's use of the Premises or affect the Facility and utilizes a method, such as "directional drilling" which does not require the use of the Premises to a depth of five hundred (500) feet below the surface.

8. Insurance and Waiver of Subrogation.

(a) **Landlord and Tenant's Liability Insurance.** Landlord and Tenant shall each, during the term hereof, obtain, maintain and keep in full force and effect, with the other party named as additional insured therein as its interest may appear, commercial general liability insurance applying to the use and occupancy of the Premises in no less than the following amounts:

(i) **Worker's Compensation.** If such party has employees, the applicable party shall maintain worker's compensation insurance in accordance with federal and state statutory requirements.

(ii) **General Liability.** General liability insurance including bodily injury, property damage, products/completed operations, contractual and personal injury liability with a combined single limit of at least one million dollars (\$1,000,000) per occurrence and at least two million dollars (\$2,000,000) annual aggregate.

(iii) **Automobile Liability.** Automobile liability insurance including bodily injury and property damage arising out of any vehicle brought onto the Premises and operated by Tenant.

(b) **Waiver of Subrogation.** Landlord and Tenant each hereby waive any right of recovery against the other and the authorized representatives of the other for any loss or damage that is covered or required by this Lease to be covered by any policy of insurance maintained with respect to the Premises, the Improvements or any operations therein, even though such loss or damage might have been occasioned by the negligence of such party. Each party shall cause insurance policies relating to this Lease, the Property, the Premises and the Improvements to provide that such insurers waive all right of recovery by way of subrogation against either party in connection with any claim, loss or damage covered by such policies.

9. Taxes and Assessments. "Taxes and Assessments" shall mean all taxes, assessments or other impositions, general or special, ordinary or extraordinary, of every kind or nature, which may be levied, assessed or imposed upon or with respect to the Property or any part thereof, including the Premises, or upon any buildings, improvements, fixtures, equipment or personal property at any time situated thereon. Landlord shall pay before the same become delinquent any Taxes and Assessments which accrue during the Term and are imposed on, or arise in connection with, the Property (except those that are the responsibility of Tenant pursuant to clause (a) below), including any annual increases thereon. Tenant shall not be responsible for payment of any municipal, state or federal income, income profits or revenue tax imposed on rent, inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy or any tax related to a change of ownership of the Property. Landlord and Tenant shall split equally any transfer or conveyance tax arising out of this Lease, and Landlord shall revert its portion of any such tax to Tenant within five (5) days of written request therefor.

(a) **Tenant's Taxes.** Throughout the Term, Tenant shall pay, or cause to be paid, all Taxes and Assessments that may be imposed on the Improvements, and Tenant shall pay, or cause to be paid, any increase in Taxes and Assessments accruing during the Term against the Premises to the extent resulting directly from the presence of Tenant's Improvements on the Premises. Landlord shall promptly forward to Tenant all notices, bills or other statements received by Landlord concerning any Taxes and Assessments. To the extent that any of the Taxes and Assessments payable by Tenant are jointly assessed with Landlord's real estate taxes, assessments and other impositions, the parties shall cooperate in a good faith effort to

cause such Taxes and Assessments to be separately assessed. Tenant shall pay all such Taxes and Assessments directly to the taxing authority as the same become due and payable.

(b) **Right to Contest Assessment.** Tenant shall have the right in its own name to contest the validity or amount, in whole or in part, of any Taxes or Assessments for which Tenant is responsible by appropriate proceedings timely instituted, provided that any such contest by Tenant shall effectively stay or prevent any official or judicial sale of the Premises or any part thereof by reason of nonpayment of any Taxes or Assessments. Landlord shall, at Tenant's request, and expense, fully cooperate with Tenant in all reasonable ways to contest any Taxes and Assessments. Tenant shall hold Landlord harmless from any costs and expenses related to any such contest, and Tenant shall promptly pay any valid final adjudication enforcing any Taxes and Assessments. Any refund of Taxes and Assessments payable as a result of any such proceedings attributable to a period of time during the Term shall be the property of Tenant. Tenant shall have the right to enter into an agreement for payment in lieu of taxes with the applicable taxing authority, and Landlord shall, at Tenant's request and expense, fully cooperate with Tenant in Tenant's effort to enter into such agreement and execute such documents as are reasonably necessary

(c) The provisions of this Section 9 shall survive the expiration or earlier termination of this Lease.

10. **Right to Control Access.** Subject to the terms of this Lease and applicable law, Tenant shall have the right under the Lease to control and restrict access onto and over the Land and exclude others (other than any parties with preexisting easement rights of record or other rights approved by Tenant), and Tenant may, at its sole expense, construct and maintain security devices on and surrounding the Land which Tenant deems appropriate and necessary for the protection of the Facility, including, but not limited to, any type of fencing, security monitoring or other security safeguards.

11. **Subordination; Nondisturbance.** Landlord shall, at its expense, on or before the first payment of Basic Rent is due, unless earlier requested by Tenant, and as a condition to Tenant's obligation to make any payment of Basic Rent, deliver to Tenant a subordination, non-disturbance and attornment agreement(s) (each a "SNDA") from the current holder(s) of any deed of trust, mortgage or other lien encumbering the Premises, in form and substance reasonably acceptable to Tenant, which provides, among other things, that Tenant's occupancy or use of the Premises in accordance with the terms of this Lease will not be disturbed. Such SNDA shall be recorded in the official records of the county where the Premises is located.

12. **Repairs, Maintenance, Damage or Destruction of the Premises.** Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Premises. Except in the case of Landlord's negligence or willful misconduct or as expressly set forth in this Lease, Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Premises and the Improvements thereon throughout the Term (including any repairs or reconstruction as a result of damage or destruction due to casualty), provided that Tenant shall have no obligation to construct or reconstruct any Improvements or to maintain the Improvements in any particular condition or state of repair so long as the Improvements comply with Legal Requirements. All insurance proceeds paid on account of any damage or destruction occurring on the Premises or with respect to the Facility or other Improvements under the insurance policies maintained by Tenant shall be paid to Tenant. If the Improvements, including the Facility, are damaged or destroyed and Tenant elects not to repair or restore the Improvements or repair or construct a new Facility, Tenant shall have the right, without waiving or exercising other rights or remedies, to terminate this Lease and remove any remaining Improvements in accordance with Section 17, without penalty, effective as of the date of the damage or destruction by giving written notice to Landlord.

13. **Condemnation.** If, at any time during the Term, all or any part of the Premises shall be condemned or transferred in lieu of condemnation, the net proceeds of such condemnation or transfer shall be divided between Landlord and Tenant in the proportions specified in the condemnation award or agreement of transfer or, if not so specified, in proportion to the fair value of Landlord's and Tenant's respective interests

in this Lease and the Premises, provided that to the extent the net proceeds of any condemnation or transfer in lieu of condemnation are attributable to the Improvements, such proceeds shall be paid solely to Tenant with Landlord receiving any proceeds attributable solely to the residual value of the fee estate of the Premises. For the purpose of this Section 13, the net proceeds of a condemnation or transfer in lieu of condemnation shall mean the total proceeds of such condemnation or transfer less the costs and expenses incurred in connection therewith (including legal fees).

If the entire Land is condemned or transferred in lieu of condemnation, the Term shall terminate at the time title vests in the condemning authority. If a portion of the Premises is condemned or transferred in lieu of condemnation, the Lease shall continue in full force and effect with respect to that portion of the Premises which has not been so condemned or transferred and Basic Rent shall be equitably adjusted. Notwithstanding the foregoing, Tenant may terminate this Lease without penalty by giving written notice of termination to Landlord if, in Tenant's sole and absolute discretion, the Premises is not suitable for Tenant's intended use following such condemnation or transfer in lieu thereof.

14. Mortgage of Tenant's Interest.

(a) **Leasehold Financing.** Tenant may obtain financing pertaining to the Facility from one or more Financing Parties (defined below), including but not limited to, (i) development, bridge, construction, term or permanent financing, (ii) investment capital or working capital and/or (iii) structured tax equity financing, securitization financing, sale-leaseback financing, and/or any other debt or equity financing, including without limitation, any renewals, refundings, extensions or refinancings of any of the foregoing. In connection therewith Tenant may enter into various agreements and execute various documents relating to such financing, which documents may, among other things, assign this Lease and the Easements and any other easements benefitting the Premises by way of direct or collateral assignment to a Financing Party, assignment of the Easements and a lease of the Facility from such Financing Party to Tenant, grant the Financing Parties a sublease or other real property interest in Tenant's interest in and to the Premises, grant a first priority security interest in Tenant's interest in the Improvements and/or this Lease and Tenant's other interests in and to the Premises, including, but not limited to, any Easements, rights of way or other similar interests (such documents, "Financing Documents"). Landlord acknowledges notice of the foregoing and consents to the foregoing actions and Financing Documents described above, and Landlord agrees to execute, and agrees to cause any and all of Landlord's lenders to execute, such subordination agreements, consents, estoppels and other acknowledgements of the foregoing as Tenant or the Financing Parties may request. For purposes herein, "Financing Party" or "Financing Parties" shall include (x) any individual, entity, financial institution, leasing company, or lender providing funds or extending credit to Tenant or its affiliates and (y) any collateral or administrative agent acting on behalf of any such individual, entity, financial institution, leasing company, or lender in connection with such financing.

(b) **Financing Party Protections.** Landlord agrees not to accept a voluntary surrender of this Lease at any time while a Financing Party has a lien on the leasehold estate; and Landlord and Tenant further agree that, so long as any such Financing Party shall have a lien on the leasehold estate, without the prior written consent of such Financing Party, Landlord and Tenant will not subordinate this Lease to any mortgage which may hereafter be placed on the fee of the Land or amend or alter any terms or provisions of this Lease. This provision is for the express benefit of and shall be enforceable by such Financing Party.

(c) **Financing Party Cure Rights.** If at any time any Financing Party (or Tenant on behalf of a Financing Party) shall have given to Landlord, a notice specifying the name and address of such Financing Party for purposes of receiving notice, Landlord shall send by personal delivery or by certified or registered mail or overnight courier service to such Financing Party a copy of each notice of default or other notice at the same time as and whenever any such notice of default or other notice shall thereafter be given by Landlord to Tenant, addressed to such Financing Party at the address last furnished to Landlord. No notice of default by Landlord shall be deemed to have been given unless and until a copy thereof shall have been so given to such Financing Party. Tenant irrevocably directs that Landlord accept, and Landlord agrees to accept, performance and compliance by any Financing Party (or its designee) of and with any term,

covenant or condition on Tenant's part to be kept, observed or performed under this Lease with the same force and effect as though kept, observed or performed by Tenant. The Financing Party shall have the same period after delivery of notice of default to remedy the default, or cause the same to be remedied, but not the obligation to so remedy or commence to remedy, as is given to Tenant, plus the following additional time periods following the expiration of Tenant's cure period described in Section 16 below: (i) thirty (30) days in the event of a monetary default; and (ii) ninety (90) days in the event of a non-monetary default. A Financing Party shall have the absolute right to enforce its lien and acquire title to the leasehold estate (directly or through a designee) by any lawful means, including foreclosure or assignment in lieu of foreclosure, and thereafter assign or transfer the leasehold estate to a third party. The commencement of a judicial or non-judicial foreclosure proceedings by a Financing Party shall be deemed the commencement of a non-monetary cure provided that the Financing Party thereafter diligently prosecutes the same and upon acquisition by either the Financing Party or any other direct purchaser or direct transferee of Tenant's interest under this Lease, whether at a judicial foreclosure, foreclosure under a power of sale, trustee's sale or by deed or assignment in lieu of foreclosure, such Financing Party, purchaser or transferee commences within ninety (90) days of acquiring such interest, and thereafter diligently prosecutes to completion, curing all defaults hereunder reasonably capable of being cured by such Financing Party or transferee.

(d) **Notice to Financing Parties.** In case of the termination of this Lease by reason of the happening of an Event of Default (defined below) or the leasehold estate is foreclosed or rejected by the Tenant in bankruptcy, Landlord shall give notice thereof to any Financing Party whose notice details have been provided to Landlord in accordance with Section 14(c), which notice shall be sent by personal delivery or by registered or certified mail or overnight courier service to such Financing Party at the address last furnished to Landlord. If, within ninety (90) days after the mailing of such notice, such Financing Party shall notify Landlord that such Financing Party or its designee desires to enter into a lease of the Premises with Landlord, Landlord shall join with the Financing Party, or its designee, in executing and delivering a new lease of the Premises to such Financing Party, or its nominee, for the remainder of the Term, at the Basic Rent and upon the terms, covenants and conditions contained in this Lease. Any new lease shall be superior to all rights, liens and interests intervening between the date of this Lease and the granting of a new lease and shall be free of any and all rights of Tenant under this Lease.

(e) **Financing Party Obligations.** No Financing Party shall have any obligation under this Lease prior to the time that such Financing Party acquires title to the leasehold estate by foreclosure, assignment in lieu of foreclosure or otherwise and has the possession or use thereof in accordance with Section 14(c) above. Moreover, any Financing Party or other party who acquires the leasehold estate pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations hereunder pertaining to (i) the period prior to the time such Financing Party has possession and use of the leasehold estate, or (ii) the period after such Financing Party or other party no longer has possession and use of the leasehold estate and such possession and use has properly vested in another person or entity.

(f) **Survival.** The provisions of this Section 14 shall survive the expiration or earlier termination of this Lease.

15. **Assignment and Subletting.**

(a) Tenant shall not have the right to assign any of its rights, duties or obligations under this Lease without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant may, without Landlord's consent, in its sole discretion assign any of its rights, duties, or obligations under this Lease and with respect to the Improvements (i) to one or more of its affiliates, (ii) to any entity which controls, is controlled by or under common control with Tenant or its affiliates (the "Affiliate Parties"), (iii) to a Financing Party, (iv) to any present or future purchaser of the power generated or stored by the Facility, (v) to any person or entity purchasing or otherwise succeeding to all or substantially all of the assets of Tenant or one of the Affiliate Parties, (vi) any entity engaged in a joint venture, partnership or similar arrangement with Tenant or any Affiliate Party, or (vii) to a successor entity in a merger or acquisition transaction.

(b) Tenant shall have the right to sublet all or portions of the Premises, provided that each such sublease shall be subject and subordinate to this Lease and to the rights of Landlord hereunder.

(c) Landlord may not assign, sublease, mortgage, pledge, sell, convey or transfer its interest in the Premises or this Lease without the prior written consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary in the preceding sentence, no assignment of Landlord's interest in the Premises or the Lease shall relieve Landlord of any of its obligations under this Lease, nor may any such assignment be made unless fee title to the Property is simultaneously transferred to the permitted assignee hereunder and unless such permitted assignee has first assumed all of Landlord's obligations under this Lease in writing.

16. **Default Provisions.**

(a) **Default.** The following events shall be deemed to be events of default (each an "Event of Default," and collectively, the "Events of Default"):

(i) Failure to pay any payment required to be made hereunder as the same shall become due and payable, and such failure shall continue for twenty (20) business days after written notice of such failure has been received by the defaulting party.

(ii) Failure to comply in any material respect with any material term, provision or covenant of this Lease, other than payment of monetary sums, and if such failure continues for a period of sixty (60) days after written notice specifying such failure has been received by the defaulting party, or in the case of any such failure which cannot with due diligence and in good faith be cured within sixty (60) days, within such additional period as may be reasonably required to cure such failure with due diligence and in good faith.

(iii) Any act or omission of Landlord that in any way, directly or indirectly, impacts, affects or impairs Tenant's ability to operate and/or the operation of the Facility.

(b) **Remedies.** Upon the occurrence of any Event of Default, subject to the rights of any Financing Party, the non-defaulting party may, at its option, and in addition to and cumulatively of any other rights it may have at law or in equity or under this Lease (i) cure the Event of Default on the defaulting party's behalf, in which event the defaulting party shall reimburse the non-defaulting party for all sums so expended; (ii) terminate this Lease by notice to the defaulting party and in conformity with the procedures required herein and by applicable law; or (iii) enforce, by all proper and legal suits and other means, its rights hereunder. In addition to any other remedies Tenant may have, Tenant shall be entitled to injunctive or other equitable relief as a remedy.

17. **Surrender of Possession.**

(a) **Ownership of Improvements.** Subject to the rights of all Financing Parties, on the expiration or earlier termination of this Lease, title to all Improvements located at the Premises shall continue to be the property of Tenant, its successors or assigns.

(b) **Surrender.** In accordance with the foregoing, Tenant shall, on or before the last day of the Term, or upon the earlier termination of this Lease, peaceably and quietly leave, surrender and yield up to Landlord the Premises, free of subtenancies.

(c) **Decommissioning and Removal.** Promptly after the expiration or earlier termination of the Term, Tenant shall commence to decommission, dismantle and remove the Facility and all other property of Tenant located on the Premises, returning the Premises to its condition as of the Effective Date to the extent reasonably practical (reasonable wear and tear, casualty and condemnation excepted); provided, however, that Tenant shall not be required to decommission, dismantle or remove any underground Improvements or to significantly alter the grade of the Premises. Landlord hereby grants to Tenant and its successors and assigns a license to enter upon the Premises to perform the activities required

to be performed by Tenant pursuant to this Section 17(c), which license shall be effective commencing upon the date of termination or expiration of the Term and shall continue for one hundred eighty (180) days thereafter. In year twenty (20) of the Operations Period, Tenant shall retain an independent demolition contractor with renewable energy industry experience to provide a good faith estimate of the total cost (net of any salvage value of the Facility) to restore any changes made to the Premises by Tenant to the condition required by applicable law (the "**Reclamation Estimate**"). Within ten (10) days of its receipt of the Reclamation Estimate, Tenant shall deliver a copy of the Reclamation Estimate to Landlord and shall deliver to Landlord a payment bond or a letter of credit issued by a credit worthy bonding company or financial institution, as applicable for the amount of the Reclamation Estimate; provided that if pursuant to applicable law, Tenant has provided to any governmental authority other financial assurance for restoration of the Premises (the proceeds of which are required to be applied to the restoration of the Property in the event Tenant otherwise fails to do so), such financial assurance provided to such governmental authority shall be deemed to satisfy Tenant's obligations under this Section 17(c). Any payment bond or letter of credit required to be issued to Landlord shall be in the name of Landlord and shall secure Tenant's obligation to restore the Premises to the condition required by applicable law.

18. Indemnification.

(a) **Tenant.** Tenant shall indemnify, defend and hold harmless Landlord, its affiliates, officers, directors, partners, members, agents and employees and their successors and assigns (collectively, "**Landlord Party**") from and against any claim, loss, expense, including reasonable attorneys' fees, demand, lawsuit, or action for personal injury or property damage (collectively, "**Losses**"), to the extent resulting from (i) the negligent or willful misconduct of Tenant or any Tenant Party (defined below); and/or (ii) the material breach by Tenant of any obligation, representation or warranty arising under the Lease. Tenant shall not, however, be required to reimburse or indemnify Landlord or any Landlord Party for any Losses to the extent such Losses are due to the negligence or willful misconduct of Landlord or any Landlord Party.

(b) **Landlord.** Landlord shall indemnify, defend and hold harmless Tenant, its affiliates, officers, directors, partners, members, agents and employees and their successors and assigns (collectively, "**Tenant Party**") from and against any Losses, to the extent resulting from (i) the negligent or willful misconduct of Landlord or any Landlord Party; and/or (ii) the material breach by Landlord of any obligation, representation or warranty arising under the Lease. Landlord shall not, however, be required to reimburse or indemnify Tenant or any Tenant Party for any Losses to the extent such Losses are due to the negligence or willful misconduct of Tenant or any Tenant Party.

(c) **Consequential Damages.** Notwithstanding anything to the contrary herein, neither party shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including but not limited to loss of use or loss of profit or revenue.

(d) **Survival.** The provisions of this Section 18 shall survive the expiration or earlier termination of this Lease.

19. Quiet Enjoyment; Conveyance by Landlord. As long as no Event of Default by Tenant has occurred or is continuing beyond any applicable cure period, Landlord covenants that Tenant shall and may peacefully and quietly have, hold, occupy and enjoy the Premises for the entire Term, without hindrance, ejection or molestation by Landlord or any party claiming under or through Landlord. In no event shall Landlord permit or suffer to exist any tax lien or other encumbrance on or against the Facility, any Improvements or the Premises without Tenant's prior written consent, which may be withheld in Tenant's sole and absolute discretion. Landlord shall pay when due all of its obligations secured by a mortgage, deed of trust or other security. Upon either party's discovery of any such lien or failure to pay any secured obligations, such party shall (a) promptly give written notice thereof to the other party, and (b) Landlord shall cause the same to be discharged of record, paid or deliver to Tenant appropriate security for payment within thirty (30) days after Landlord receives notice of delinquency or filing of same, either by payment,

depositor or bond. If Landlord fails to discharge any such lien or make any such payment, within such period, or to pay any Taxes or Assessments as required to be paid by Landlord under Section 9 above, then, in addition to any other rights or remedy hereunder, Tenant may, but shall not be obligated to, make the payment or procure the discharge of the same. Any amount so paid or discharged by Tenant, and all costs and other expenses related thereto, including reasonable attorneys' fees, in defending any such action or in procuring the discharge of such lien, together with interest thereon at 10% or the maximum permitted by law, shall be payable by Landlord to Tenant upon demand or may be deducted from the amounts owed to Landlord under this Lease.

20. **Requirements of Governmental Agencies.** Landlord shall assist and fully cooperate with Tenant, at no out-of-pocket expense to Landlord, in complying with or obtaining any land use permits and approvals, building permits, environmental impact reviews or any other approvals required for the financing, construction, installation, monitoring, replacement relocation, maintenance, operation or removal of the Facility, including execution of applications for such approvals, and including participating in and supporting any appeals or regulatory proceedings respecting the Facility. To the extent permitted by law, Landlord hereby waives enforcement of any applicable setback requirements respecting the Facility to be placed on the Land.

21. **Landlord's Representations, Warranties and Covenants.** Landlord hereby represents, warrants and covenants to Tenant as of the Effective Date as follows:

(a) **Possession.** Landlord holds the entire fee simple interest in the Premises and will deliver possession of the Premises to Tenant free and clear of all tenants and occupants and Landlord's personal property and equipment.

(b) **Authority.** Landlord has the full legal right, power and authority, without the consent of any additional party or parties, to enter into this Lease and to perform, its obligations hereunder. The execution and delivery of this Lease 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 Landlord is a party.

(c) **Binding on Landlord.** The person executing this Lease on behalf of Landlord has full power and authority to bind Landlord 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.

(d) **Claims or Actions.** There are no pending or threatened claims, actions or suits affecting the Premises.

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

(f) **Authority.** The execution, delivery and performance by it under this Lease have been duly authorized by all necessary action by Landlord and do not violate any provision of any current law applicable to Landlord, the Property or any order, judgment or decree of any court or other agency presently binding on Landlord or conflict with or result in a breach of or constitute a default under any contractual obligation of Landlord.

(g) **Mortgages/Liens.** There are no pending mortgages or liens that affect the Premises that have not been subordinated to this Lease in a form reasonably acceptable to Tenant.

(h) **Bankruptcy.** Landlord 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;

of any of the terms or provisions of, or constitute a default under, any document or instrument to which Landlord is a party.

(c) **Binding on Landlord.** The person executing this Lease on behalf of Landlord has full power and authority to bind Landlord 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.

(d) **Claims or Actions.** There are no pending or threatened claims, actions or suits affecting the Premises.

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

(f) **Authority.** The execution, delivery and performance by it under this Lease have been duly authorized by all necessary action by Landlord and do not violate any provision of any current law applicable to Landlord, the Property or any order, judgment or decree of any court or other agency presently binding on Landlord or conflict with or result in a breach of or constitute a default under any contractual obligation of Landlord.

(g) **Mortgages/Liens.** There are no pending mortgages or liens that affect the Premises that have not been subordinated to this Lease in a form reasonably acceptable to Tenant.

(h) **Bankruptcy.** Landlord 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.

(i) **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) **Hazardous Substances; Environmental Laws.** The Premises are free of any Hazardous Substances (as defined below) in a condition which violates any Environmental Laws (as defined below) and there are no outstanding claims and Landlord has not received any notice of any violations by any governmental authorities with respect to the Premises alleging a violation of applicable legal requirements and the Premises is in compliance with all legal requirements and Environmental Laws. Landlord shall indemnify, defend and hold harmless Tenant, and Tenant Party from and against any and all claims, actions, causes of action, suits, proceedings, costs, expenses (including attorney's fees), liabilities, damages, penalties, fines, losses and liens of any type resulting from (i) the presence of any Hazardous Substances in, on or under the Premises as of the Effective Date, (ii) any release of Hazardous Substances caused or permitted by Landlord or any Landlord Party, or (iii) any violation or alleged violation of any Environmental Laws by Landlord or any Landlord Party.

The term "**Hazardous Substance**" as used in this Lease shall mean any hazardous or toxic material, substance or waste, pollutant or contaminant or infectious or radioactive material, which is regulated now or in the future under any statute, law, ordinance, rule or regulation of any local, state, regional or federal authority having jurisdiction over the Property, or its use, including, but not limited to any material, substance or waste, which is: (A) defined as a solid waste, hazardous substance, toxic substance or hazardous waste under any Environmental Laws; (B) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, and wastes; (C) polychlorinated biphenyls; (D)

trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents; (E) lead; (F) explosives; (G) infectious materials; (H) radioactive materials; or (I) defined or regulated as a hazardous substance or hazardous waste under any rules or regulations promulgated under any Environmental Law.

The term “**Environmental Laws**” means any federal, state or local laws, ordinances, statutes, codes, rules, regulations, orders or decrees now or hereinafter in effect relating to (A) pollution, (B) the protection or regulation of human health, natural resources or the environment, (C) the treatment, storage or disposal of Hazardous Substances, or (D) the emission, discharge, release or threatened release of Hazardous Substances into the environment, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“**CERCLA**”) (41 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act, as amended (“**RCRA**”) (42 U.S.C. § 6901 et seq.), and the Toxic Substances Control Act, as amended (“**TSCA**”) (15 U.S.C. § 2601 et seq.).

(j) **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**”). Owner shall not during the Term hereof enroll the Property in any Land Conservation Program. If the Property is enrolled in any Land Conservation Program, then, upon Tenant’s request, Owner shall, at its sole cost and expense, terminate any such enrollment.

(k) **Survival.** The provisions of this Section 21 shall survive the expiration or earlier termination of this Lease.

22. **Estoppel Certificates.** Either party agrees, at any time and from time to time upon not less than ten (10) business days’ prior notice by the other party or from a Financing Party, to execute, acknowledge and deliver to the other party, or to any person designated by the other party, a written estoppel certificate certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), and the dates to which the Basic Rent has been paid, and stating whether or not the other party is in default in keeping, observing or performing any term, covenant or condition contained in this Lease on the other party’s part to be kept, observed or performed and, if in default, specifying each such default, and any other factual matters pertaining to this Lease reasonably requested by the other party or a Financing Party, it being intended that any such statement delivered pursuant to this Section 22 may be relied upon by the other party, or any prospective purchaser or encumbrancer of a party’s interest in the Lease or any part thereof (including any Financing Party). Any party’s failure to execute, acknowledge, and deliver, on request, such an estoppel within the specified time shall constitute acknowledgment by such party to all persons entitled to rely on the estoppel certificate that the information contained in the form of estoppel certificate provided with the request is true and accurate in all respects and shall constitute a waiver, with respect to all persons entitled to rely on the estoppel certificate, of any defaults that may exist as of the outside date for return of the requested estoppel certificate; provided that said acknowledgment and waiver shall not apply to the extent such acknowledgment or waiver is inconsistent with any statement or information set out in a written notice provided by such party to the requesting party within the specified time.

23. **Arbitration.** The parties agree that any dispute, controversy, claim or disagreement between or among them arising out of, concerning or relating to this Lease 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 Township of Derry, 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 23 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 23 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 Lease, 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 23 will survive the termination or expiration of this Lease.

(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.

24. **Miscellaneous Provisions.**

(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 Lease, 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 LEASE 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 Lease, Landlord will maintain in strict confidence, for the sole benefit of Tenant, the existence and the terms of this Lease and the transactions contemplated herein; provided, however, Landlord may disclose this Lease and the transactions contemplated herein to Landlord's affiliates, subsidiaries, attorneys, consultants or other agents or professional advisors, or as required by law.

(d) **Counterparts.** This Lease 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 facsimile or email shall be legal and binding and shall have the same full force and effect as if an original of this Lease had been delivered and hereby waive any defenses to the enforcement of the terms of this Lease 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 Lease 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 Lease 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 Lease. Landlord agrees that whenever it is provided in this Lease that the prior consent or approval of Landlord is required, Landlord will not unreasonably withhold, condition or delay the giving of such consent or approval

(h) **Governing Law.** This Lease 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 Lease will be the Common Pleas Court of Westmoreland County, Pennsylvania.

(i) **Amendments; Entire Agreement.** This Lease 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 Lease, 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. Landlord and Tenant agree that all prior or contemporaneous oral or written agreements between or amongst themselves or their agents are merged in or revoked by this Lease.

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

(k) **Successors and Assigns.** This Lease, 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 Lease 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 Lease or any amendments or exhibits hereto.

(m) **Survival of Terms.** Those provisions in this Lease which by their terms are intended to be or must be performed in whole or in part after the expiration or earlier termination of this Lease shall survive such expiration or termination of this Lease.

(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 of this Lease and each and every provision of this Lease.

(p) **Memorandum of Lease.** Concurrently with the execution of this Lease, Landlord and Tenant shall execute and acknowledge before a notary public, in recordable form, and deliver a short form memorandum of lease in the form of **Exhibit E** attached hereto and incorporated herein, which shall be recorded by Tenant in the official records of the county where the Premises is located.

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

(q) **Notices.** All notices, approvals, disapprovals or elections required or permitted to be given under this Lease 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 Tenant or Landlord in writing. Except as expressly set forth in this Lease, 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.

Landlord Address

3025 Hill Road
Blairsville, PA 15717
Attn: Harry Losier, Trustee
Phone: (724) 422-7283
E-mail: harrylosier1@gmail.com

Tenant Address

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

[Signature Page to Follow]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date first above written.

LANDLORD:

Harry Losier, Trustee of Harry C. Losier Revocable Trust dated December 7, 1998, and the Regina Losier Revocable Trust dated December 7, 1998

Harry Losier, Trustee

TENANT:

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

By: _____
Name: _____
Title: _____

EXHIBIT A TO GROUND LEASE**THE PROPERTY****PIN: 45-29-00-0-012 (66.92 acres)**

ALL that certain tract of land situated in the Township of Derry, County of Westmoreland and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a white oak at corner of lands now or formerly of Reed Shrum and James Layton and partially along a public road; thence South 85 deg. 15' West 1330 feet to a post; thence North 76 deg. 15' West 80 feet to a post; thence South 23 deg. 33' West 782.9 to a post at corner of lands now or formerly of William Mewherter; thence by said lands now or formerly of William Mewherter, North 66 deg. 19' West 1774.1 feet to a stone; thence North 17 deg. 45' East 808 feet to a post, thence North 66 deg. West 331 feet to a stump; thence, partially by land now or formerly of Noah and Mary Smith, North 18 deg. 39' East 992 feet to a post; thence, by the same, North 70 deg. 30' East 733 feet to a post in a public road; thence, by same and along said public road, South 76 deg. 15' East 323.5 feet to a post, thence, by same and, for a portion of the distance, along said public road, South 75 deg. 15' East 660 feet to a post; thence, by same, South 74 deg. 17' East 940 feet to a post at lands now (or formerly of Reed Shrum); thence, by said lands now or formerly of Reed Shrum, South 19 deg. 45' East 1583 feet to the place of beginning, CONTAINING 140 acres, 159 perches strict measure.

EXCEPTING AND RESERVING all the coal in and underlying said premises, together with full mining rights thereto as have been heretofore excepted, reserved and conveyed.

ALSO EXCEPTING AND RESERVING the following parcels of land previously conveyed from the above-described parcel of land; 14.2155 acres as conveyed to Charles W. Hart, et ux., and recorded in the Recorder's Office of Westmoreland County, Pennsylvania in Deed Book Vol. 850, page 572; 2 acres as conveyed to Arthur E. Kelly, et us., by deed dated May 20, 1967, and recorded in the Recorder's Office of Westmoreland County, Pennsylvania in Deed Book Vol. 1960, page 294; 1:1 acres as conveyed to Ralph I. Kelly, Jr., et ux., by deed dated July 1, 1969 and recorded in the Recorder's Office of Westmoreland County, Pennsylvania in Deed Book Vol. 2019, page 191; 2.88 acres, as conveyed to Bernard Meador, et us., by deed dated May 28, 1971 and recorded in the Recorder's Office of Westmoreland County, Pennsylvania in Deed Book Vol. 2069, page 477; 1 acre as conveyed to John P. Kneoh, Jr., et ux., by deed dated June 30, 1972, and recorded in the Recorder's Office of Westmoreland County, Pennsylvania in Deed Book Vol. 2100, page 730; 5 acres as conveyed to Arthur E. Kelly, et ux., by deed dated January 22, 1973 and recorded in the Recorder's Office of Westmoreland County, Pennsylvania in Deed Book Vol. 2217, page 200; 5.779 acres as conveyed to Mary Stanhovec, by deed dated April 22, 1974, and recorded in the Recorder's Office of Westmoreland County, Pennsylvania in Deed Book Vol. 2151, page 469; 21.1314 acres as conveyed to George E. Miller, Jr., by deed dated May 19, 1975, and recorded in the Recorder's Office of Westmoreland County, Pennsylvania in Deed Book Vol. 2181, page 677; 11 acres as conveyed to Arthur Bolish, et us., by deed dated March 9, 1978, and recorded in the Recorder's Office of Westmoreland County, Pennsylvania in Deed Book Vol. 2279, page 856; 2 acres as conveyed to Byron A. Rushe, et ux., by deed dated July 26, 1971, and recorded in the Recorder's Office of Westmoreland County, Pennsylvania in Deed Book Vol. 2073, page 608.

ALSO EXCEPTING AND RESERVING all other conveyances, easements, or rights-of-way of record of apparent from an inspection of the premises.

EXHIBIT B TO GROUND LEASE

THE LAND

INTENTIONALLY OMITTED

EXHIBIT C TO GROUND LEASE

ACCESS EASEMENT AREA

INTENTIONALLY OMITTED

EXHIBIT D TO GROUND LEASE
INTERCONNECTION EASEMENT AREA

INTENTIONALLY OMITTED

ATTACHMENT G



RE: WPP-GENIC 6015- REPA Huckleberry Ridge - Revisions Needed

From WP_Interconnection <wp_interconnection@firstenergycorp.com>

Date Mon 7/7/2025 5:40 PM

To Brian Harper <bharper@secondseasonsolar.com>

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

External Email

Hello Brian,

We have completed the review of **WPP-GENIC 6015 - REPA Huckleberry Ridge Solar LLC**, and the following will need to be corrected to move forward with the application:

- **FirstEnergy Interconnection Application**
 - The Customer Generator Facility's Information section
 - From recent guidance of the PUC there have been concerns of the estimated gross annual energy production values provided on applications. For this reason, we are now asking that all applications provide supporting calculations for the value provided on the IX application.
 - Inverter Information section
 - Please verify the voltage rating.
- **Site Plan**
 - Please correct the latitude and longitude on the right-side boarder.
 - Please add annotation for the nearest crossing street.
 - Please correct the model year of the inverter to match with the inverter information provided on the IX app.
 - If making changes for 25kV interconnection:
 - Please revise the pole line annotations to match with revisions to the single line diagram.
- **One Line Drawing**
 - Please correct the latitude and longitude on the right-side boarder.
 - Please note at the POI location there is 12.4kV distribution and 25kV sub-transmission.
 - Please correct the voltage to reflect one of the two voltage levels.
 - If connecting to the 25kV sub-transmission please correct the configuration to match figure 3 of the transmission interconnection requirements.
 - [Requirements-for-Transmission-Connected-Facilities](#)
 - Please note that the transformer high-side connection will need to be either delta or ungrounded-wye.
 - Please note that a fully rated circuit breaker is required for a sub transmission interconnection. A recloser should not be used.

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

Kind regards,

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West Penn Power Interconnection**Email:** wp_interconnection@firstenergycorp.com

FirstEnergy Energy Efficiency is offering a rebate of up to \$500.00 if a no-cost home energy audit is completed prior to the Solar Meter being installed. To apply please visit homeaudit.energysavepa.com or call 866-787-5237.

From: Brian Harper <bharper@secondseasonsolar.com>**Sent:** Thursday, June 26, 2025 6:06 AM**To:** WP_Interconnection <wp_interconnection@firstenergycorp.com>**Cc:** Mary-Margaret Hertz <mhertz@crowholdings.com>; Tim Marvich <tmarvich@crowholdings.com>; Riean Norman <rnorman@crowholdings.com>**Subject:** WPP-GENIC 6015- REPA Huckleberry Ridge - Revisions Needed

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

Hi West Penn Power Interconnection Team -

Can you please confirm receipt of the email below from two weeks ago? We are eager to get this project moving forward.

Thanks!

Brian

On Thu, Jun 12, 2025 at 12:17 PM Riean Norman <rnorman@crowholdings.com> wrote:

Hi WPP,

As requested, please see attached. Additionally, in reference to the site control comment, we've received guidance from other First Energy EDCs that an option agreement is in fact an acceptable form of site control verification. Are you re-implementing this procedure as well? If so, please find attached again for your review, our Option Agreement which grants us unilateral right to exercise a solar lease, the Assignment and Assumption agreement to REPA Huckleberry Ridge Solar, LLC, and the form of Ground Lease which is included as Exhibit D to the Option Agreement.

Thank you,

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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, May 2, 2025 3:56 PM
To: Riean Norman <rnorman@crowholdings.com>
Cc: Mary-Margaret Hertz <mhertz@crowholdings.com>; Tim Marvich <tmarvich@crowholdings.com>; bharper@secondseasonsolar.com
Subject: RE: WPP-GENIC 6015- REPA Huckleberry Ridge - Revisions Needed

External Email

Hello Riean,

We have completed the review of **WPP-GENIC 6015 - REPA Huckleberry Ridge Solar LLC**, and the following will need to be corrected to move forward with the application:

- **FirstEnergy Interconnection Application**

- The Customer Generator Facility's Information section
 - The current annual energy consumption value does not match with the parasitic load provided. Please review and revise application as needed so the values are consistent.
 - From recent guidance of the PUC there have been concerns of the estimated gross annual energy production values provided on applications. For this reason, we are now asking that all applications provide supporting calculations for the value provided on the IX application.
- The Customer Generator Signature section
 - The legal customer name does not match the customer name provided on page 1.

- **FirstEnergy Net Energy Metering Rider**

- The customer name on page 2 in the signature block does not match the customer name on page 1 of the IX app or page 1 of the NEMR.

- **Interconnection Application Addendum**

- Please complete both pages of the interconnection addendum file found here [PA Level 1 2 3 Interconnection Application Addendum](#).
 - For systems that do not include battery storage please clearly denote "no battery storage" on the second page.

- **Site Control**

- Please provide adequate site control documentation. PA Code Title 52 Chapter 75 section § 75.36 (7) stipulates the interconnection customer shall provide proof of site control evidenced by a property tax bill, deed, lease agreement or other legally binding contract. If documentation provided falls into the other legally binding contract category, the document must establish similar property rights granted by a property tax bill, deed, or lease agreement. Additionally, these rights

must be established at the time of submittal of the document to be considered valid site control. Documentation submitted falling into the other legally binding document category will be reviewed on a case-by-case basis to determine if the other legally binding agreement similarly meets the property rights established by the three named documents provided above.

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

Kind regards,

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West Penn Power Interconnection

Email: wp_interconnection@firstenergycorp.com

FirstEnergy Energy Efficiency is offering a rebate of up to \$500.00 if a no-cost home energy audit is completed prior to the Solar Meter being installed. To apply please visit homeaudit.energysavepa.com or call 866-787-5237.

From: Riean Norman <rnorman@crowholdings.com>

Sent: Monday, April 14, 2025 2:06 PM

To: WP_Interconnection <wp_interconnection@firstenergycorp.com>

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

Subject: WPP-GENIC 6015- REPA Huckleberry Ridge - Revised Document

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WPP Interconnection Department,

As mentioned below, please see attached.

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

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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, March 24, 2025 2:36 PM

To: WP_Interconnection <wp_interconnection@firstenergycorp.com>

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

Subject: RE: WPP-GENIC 6015- REPA Huckleberry Ridge - Revisions Needed

WPP Interconnection Department,

Thank you for the feedback. We'll move forward with a POI on the 25kV line. We're updating our SLD/site layout to comply with the transmission interconnection guide referenced below and will resubmit this week.

Thank you,



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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: Wednesday, March 19, 2025 9:44 AM

To: Riean Norman <rnorman@crowholdings.com>

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

Subject: RE: WPP-GENIC 6015- REPA Huckleberry Ridge - Revisions Needed

External Email

Hello Riean,

Sorry we could not get a response back to you before sending in revisions. At your requested POI there is both 12.47kV and 25kV. You can interconnect to either voltage. If you plan to connect to the 12.47kV your system will need to comply with the retail interconnection guide, [Customer Interconnection Guide 3 Phase](#). If you plan to connect to 25kV your system will need to comply with the transmission interconnection guide, [Requirements for Transmission Connected Facilities](#). We can't say what voltage will be more feasible for your system. Whichever you apply to we can provide some high level information on a scoping call and more definitive information in the feasibility report. With that being said we only study the system for its applied interconnection voltage.

Please confirm the interconnection voltage you would like to apply to and we can provide the appropriate revision comments for your submitted documents.

Kind regards,



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West Penn Power Interconnection

Email: wp_interconnection@firstenergycorp.com

From: Riean Norman <rnorman@crowholdings.com>

Sent: Tuesday, March 18, 2025 10:20 AM

To: WP_Interconnection <wp_interconnection@firstenergycorp.com>

Cc: Mary-Margaret Hertz <mhertz@crowholdings.com>; Tim Marvich <tmarvich@crowholdings.com>
Subject: [EXTERNAL] RE: WPP-GENIC 6015- REPA Huckleberry Ridge - Revisions Needed

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

WP Interconnection Department,

As requested, please see attached.

Thank you,

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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, March 11, 2025 3:26 PM
To: WP_Interconnection <wp_interconnection@firstenergycorp.com>
Cc: Mary-Margaret Hertz <mhertz@crowholdings.com>; Tim Marvich <tmarvich@crowholdings.com>
Subject: RE: WPP-GENIC 6015- REPA Huckleberry Ridge - Revisions Needed

WP Interconnection Department,

Thank you for the feedback. We're working on the requested updates now. In the meantime, will you please provide additional information on the request to "correct the utility distribution voltage to 12.47 kV"? Our diligence of the POI identifies a 12.47kV circuit and a 25kV circuit and we elected to connect to the higher 25kV circuit. Will you please provide clarification on why we're being asked to drop down to the lower 12.47kV circuit?

Additionally, are you able to provide guidance on which circuit is the most feasible/economic option *before* we move forward with a feasibility study, or do we need to go through a scoping call first to receive that critical feedback?

Thank you,

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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, March 11, 2025 12:16 PM
To: Riean Norman <rnorman@crowholdings.com>
Cc: Tim Marvich <tmavich@crowholdings.com>; Mary-Margaret Hertz <mhertz@crowholdings.com>
Subject: WPP-GENIC 6015- REPA Huckleberry Ridge - Revisions Needed

External Email

Good afternoon,

We have completed the review of **WPP-GENIC 6015 - REPA Huckleberry Ridge Solar LLC**, and the following will need to be corrected to move forward with the application:

- **FirstEnergy Interconnection Application**

- The Customer Generator Faculty's Information section
 - The existing service voltage is incorrect.
- Customer-Generator Signature section
 - Please revise the legal name of customer-generator to be consistent with the applicant name
- Inverter information section
 - Please include the full inverter model number

- **FirstEnergy Net Energy Metering Rider**

- Please revise the customer name on page 2 to be consistent with the applicant name

- **Interconnection Application Addendum**

- The Battery Storage Addendum is missing. Please complete both pages of the interconnection addendum file found here [PA Level 2 3 Interconnection Application Agreement](#).
 - For systems that do not include battery storage please clearly denote "no battery storage" on the Battery Storage Addendum.

- **Site Plan**

- Please show the nearest crossing street or provide reference to its distance and direction.
- Please include notes with the AC disconnect that it is lockable, 24/7 accessible, and has visible breaks.
- POI location needs to be moved.
- Please show the gate for the surrounding fence.

- **One Line Drawing**

- Please correct the utility distribution voltage to 12.47 kV.
- Please include the manufacturer/model of the AC disconnect.
- Please include the manufacturer/model of the recloser.
- Please indicate the relay type that will be used.
- Please revise the relaying and SCADA to meet the new requirements. Please refer to Type 3 of the attached document for more information.
- Please include all protective relay elements shown in table 4 of the three phase interconnection guide.
 - [Customer Interconnection Guide 3 Phase](#)
- Please correct the transformer high-side voltage to 12.47kV.
- **Spec Sheets**
 - Recloser spec sheet missing.
 - Please provide the most up to date inverter spec sheet, as the attached sheet is missing UL1741-SB 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. The value should support than annual energy consumption value provided on the Interconnection Application.
- **Site Control**
 - No comments at this time.

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

Kind regards,

 A logo of a company Description automatically generated

West Penn Power Interconnection

Email: wp_interconnection@firstenergycorp.com

From: Riean Norman <rnorman@crowholdings.com>

Sent: Wednesday, February 12, 2025 8:47 AM

To: WP_Interconnection <wp_interconnection@firstenergycorp.com>

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

Subject: WPP-GENIC 6015 - REPA Huckleberry Ridge - 3 MW Interconnection Application (Sent to Lucas) (1 of 2)

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

WP Interconnection Department,

Thank you for the update. Attached please find our level 3 interconnection application and associated documents (listed below) for Huckleberry Ridge Solar.

- Level 3 interconnection application
- NEM Rider Application
- NEM Smart Inverter Addendum
- Inverter Certificate of Compliance
- Proof of Site Control
 - Memo of Lease
 - Assignment of Lease to REPA Huckleberry Ridge Solar

Thanks again and please let us know if you need additional information.



A picture
containing text
Description
automatically
generated

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: Wednesday, February 12, 2025 8:01 AM

To: Riean Norman <rnorman@crowholdings.com>

Cc: Tim Marvich <tmarvich@crowholdings.com>

Subject: Check for PA_Huckleberry Ridge - No Application

External Email

Hello Riean,

This is to inform you that we have received your check #79764 in the amount of \$6,350 for the interconnection application fee for a project named "PA_Huckleberry Ridge" however, we have not received an application for a project with this name. Can you please submit the application at your earliest convenience? Feel free to contact us if you have any questions.

Kind Regards,
WP Interconnection

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FirstEnergy

Net Energy Metering Rider – Application for Service¹

Customer’s Name: _____

Service Point Address: _____

City: _____ State: _____ Zip: _____

Account Number: _____

Contact Person: _____

Telephone Number: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

This application is for electric service under the _____ Company’s Net Energy Metering Rider for the above customer (“Customer”). The Customer qualifies for the Net Energy Metering Rider since its generator of electricity uses as its fuel approved under the Alternative Energy Portfolio Standards Act No. 2004-213 (“Act”), solar photovoltaic, solar thermal, wind power, hydropower, geothermal, biologically derived methane gas, biomass energy, coal mine methane, waste coal, demand-side management, municipal solid waste, by-products of the pulping process and wood manufacturing process, integrated combined coal gasification technology or a fuel cell/distributed generation that is located on the Customer’s premises and operates in parallel with the Company’s transmission and distribution systems and is intended primarily to offset part or all of the Customer’s requirements for electricity.

The Customer-generator facility qualifies for the Rider as it is a Select Type generator, which is one of those qualifying facilities identified in the Rider and restated above. Total rated generating capacity of the Customer-generator to be used and billed under the Net Energy Metering Rider, is _____ kW (Not to exceed 50 kW residential, 3 MW non-residential and up to 5 MW under certain conditions as specified in the Act).²

The Customer acknowledges that it has read the Net Energy Metering Rider and agrees to all terms and conditions contained therein including without limitation those specified in the

¹ When finished completing form, save with a new name. Place cursor on a spot other than a drop-down list to print.
² In the event this host account intends to make excess energy available to other qualifying accounts under the “Virtual Meter Aggregation” provisions of the Rider, the account information required on the Addendum must be supplied for each additional account..

Company’s interconnection tariff and the Company’s interconnection requirements. The customer agrees not to operate its generator in parallel with the Company’s electrical system without specific approval in accordance with the Company’s interconnection requirements.

The Customer understands and agrees that a meter, which is capable of registering the flow of electricity in each direction, must be in service at the facility. If a meter is not in service with this capability, the Customer must submit a written request to the Company, and provide reasonable time for installation and the EDC will not charge the Customer generator a fee or other type of charge unless the fee or charges would apply to other customers. (The customer-generator is responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.)

The Customer acknowledges and agrees that any generation interconnected to utility facilities that is in excess of the capacity studied and agreed to in the Interconnection Agreement is cause for disqualification for service under the Net Energy Metering Rider. Any proposed increase in capacity will be subject to the standard interconnection application process.

Requested By:
REPA Huckleberry Ridge Solar, LLC

Customer Name
Lawrence Pelosi

Authorized Signature
02/10/2025

Date

Approved By:

Company Signature

Name (Typed of Printed)

Date

Rejected:

Company Signature

Name (Typed of Printed)

Reason for Rejection

Date

**Net Energy Metering Rider – Application for Service
Virtual Meter Aggregation – Additional Account Information ¹**

Host Account Customer's Name: _____

Host Account Number: _____

Dependent Account Customer's Name: _____

Service Point Address: _____

City: _____ State: _____ Zip: _____

Account Number: _____

Distance from Host Account Property: _____

Dependent Account Customer's Name: _____

Service Point Address: _____

City: _____ State: _____ Zip: _____

Account Number: _____

Distance from Host Account Property: _____

Dependent Account Customer's Name: _____

Service Point Address: _____

City: _____ State: _____ Zip: _____

Account Number: _____

Distance from Host Account Property: _____

Dependent Account Customer's Name: _____

Service Point Address: _____

City: _____ State: _____ Zip: _____

Account Number: _____

Distance from Host Account Property: _____

¹ Account information must be supplied for each account eligible for "Virtual Meter Aggregation" under the Rider. Attach additional pages if necessary.

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 D and incorporated herein by this reference. “**Project**” shall mean the solar electric generating facility, the battery energy storage system, 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. 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 Agreement on or before December 10th, 2024, Optionee shall, within sixty (60) days after the Effective Date, pay Owner a one-time signing bonus payment in an amount equal to [REDACTED]. This provision will not be effective, and no such payment shall be due to Owner, if the Agreement is executed and delivered to Optionee by Owner after December 10th, 2024 at 11:59 PM PT.

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.

BA JA LP
Owner's Initials 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 Pittsburgh, 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, 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 Clarion 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 C.** 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

112 OAK RIDGE DR.
CLARKSON, PA 16214
Attn: BRIAN ACEY
Phone: (814) 337-1238
E-mail: BRIANACEY@COMMONWEALTH

With a copy to:

Attn: _____
Phone: _____
E-mail: _____

Optionee Address

Attn: _____

Phone: () - -

With a copy to:

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

[SIGNATURE PAGE TO FOLLOW]

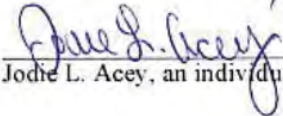
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IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have executed this Agreement on the date written above.

"Owner"



Brian T. Acey, an individual



Jodie L. Acey, an individual

"Optionee"

a _____ limited liability company

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

Exhibit A to Option Agreement

Parcel 1:

PIN: 23-010-088-000-00

ALL THAT CERTAIN piece or parcel of land situate in Piney Township, Clarion County, Pennsylvania, bounded and described as follows:

BEGINNING at the Northeast corner of said tract and at the corner between said tract of land now or formerly of David Maclay; thence South 2° West 627 feet (38 perches); South $2-1/2^{\circ}$ East 1262.25 feet (76- $1/2$ perches); South $3-1/2^{\circ}$ East 511.50 feet (31 perches); South $1/4^{\circ}$ East 330 feet (20 perches); South $1-1/4^{\circ}$ West 280.50 feet (17 perches); South 12° East 849.75 feet (51- $1/2$ perches) to a post in the road; thence by lands now or formerly of George W. Arnold et al. North 87° West (direction omitted in prior deeds) 1188 feet (72 perches) to a post; thence by lands now or formerly of John C. Turney and lands now or formerly of George W. Arnold et al, North $2-1/2^{\circ}$ West 3819.75 feet (231- $1/2$ perches) to a post in the Sligo Road; thence by lands now or formerly of Dennis Berrance. South $86-1/2^{\circ}$ East 1188 feet (72 perches) to the place of beginning . Containing 100 acres. more or less. und being part of a larger tract known as the Holmes-Maclay Farm.

TOGETHER with all of grantor's right, title and interest in and to the oil and gas lease between Richard H. Gourley and Ross V. Curll dated November 3, 2004 and recorded February 17, 2005 in the Office of the Recorder of Deeds of Clarion County, Pennsylvania in Record Book 663. Page 32.

Exhibit B to Option Agreement

Depiction of the Land



Clarion County Parcel #: 23-010-088-000-00 outline in red
Final lease boundary to be established within yellow boundary

Exhibit D to Option Agreement

Form of Ground Lease

GROUND LEASE

This GROUND LEASE AGREEMENT (this “Lease”) is entered into as of the Effective Date by and between Landlord and Tenant (defined below).

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, Tenant and Landlord hereby agree as follows:

BASIC LEASE PROVISIONS

EFFECTIVE DATE _____, 202_.

LANDLORD Brian T. Acey and Jodie L. Acey.

TENANT _____, a _____ limited liability company.

PROPERTY Those certain parcels of real property, any improvements located thereon and rights, benefits and easements appurtenant to the parcels located in Clarion County, Commonwealth of Pennsylvania as more particularly described on **Exhibit A**.

LAND Approximately a minimum of **twenty-five (25)** acres of the Property as more particularly described on **Exhibit B**, together with all appurtenant rights and easements, including, without limitation, the right to access and utilize all radiant energy emitted from the sun upon, over and across said real property.

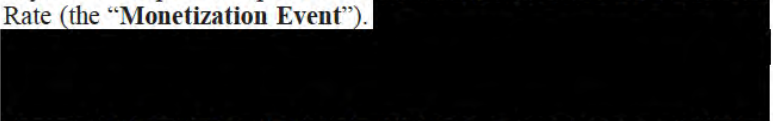
BASIC RENT

From the Effective Date until the Commercial Operation Date (“**CONSTRUCTION PERIOD**”) An annual amount equal to \$1,000 per estimated buildable acre of Land for a total of _____ and 00/100 Dollars (\$_____.00) (the “**Construction Period Rent**”), to be paid in advance in annual installments of the total annual amount, which shall be payable pursuant to **Section 4** below.

From the Commercial Operation Date and continuing for the remainder of the Term (“**OPERATIONS PERIOD**”) Subject to increase in the event of an ITC Rent _____ per estimated buildable acre of Land for a total of _____ and 00/100 Dollars (\$_____.00) (the “**Operations Period Rent**”), which shall be payable in one installment pursuant to **Section 4** below. Together, the Construction Period Rent and the Operations Period Rent shall be “**Basic Rent**”.

The Operations Period Rent will be subject to an increase (such increase, the “**ITC Rent Escalation**”) based on the qualified federal investment tax credit rate of the Project for which the Tenant has actually monetized (the

“ITC Rate”). The ITC Rent Escalation shall occur if (a) Tenant’s tax equity investor has made the substantial completion milestone payment under the tax equity facility and such funding is reflective of the ITC Rate or (b) Tenant has sold tax credits produced by the Project to a third-party buyer and the purchase price for such tax credits is reflective of the ITC Rate (the “Monetization Event”).



Tenant shall notify Landlord of the ITC Rate no later than sixty (60) days after the Monetization Event. The ITC Rent Escalation shall be effective retroactively as of the date of the Monetization Event.

Rent Escalation

Beginning on the date which is one (1) year after the first Basic Rent payment date of the Operations Period (“Rent Escalation Date”) at an escalation of two percent (2%) (“Rent Escalation Percentage”) pursuant to Section 4 below.

TERM

Construction Period

Up to 24 months, commencing on the Effective Date.

Operations Period

The period commencing on the earlier of (a) twenty-four (24) months after the Effective Date and (b) the Commercial Operation Date (defined below) and expiring on the date that is twenty-five (25) years after such date (the “Initial Term”). Tenant shall have the right to extend the Initial Term for three (3) additional five (5) year periods (each a “Renewal Term”), provided that Tenant delivers notice to Landlord of its intent to exercise the first Renewal Term at least thirty (30) days prior to the expiration of the Initial Term and notice of its intent to exercise the second and third Renewal Terms at least thirty (30) days prior to the expiration of the immediately preceding Renewal Term. The Initial Term and each Renewal Term are referred to herein collectively as the “Term”.

ACCESS EASEMENT

A non-exclusive, appurtenant easement to access the Land and to construct, maintain, reconstruct, and/or repair a road and/or pedestrian access on, over, across and through the Property in the locations more particularly described on Exhibit C (the “Access Easement Area”).

INTERCONNECTION EASEMENT

A non-exclusive, appurtenant easement for constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, modifying and/or repairing aboveground electrical transmission lines and a line or lines of poles or towers, together with such wires and cables and communications lines as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper anchors, support structures, foundations, footings, cross arms and other appliances and fixtures for use in connection with said towers, wires and cables, in each case upon, through, over, across and/or under, as applicable, the Property in the location more particularly described on Exhibit D (the “Interconnection Easement Area” and together with the Access Easement Area, collectively, the “Easement Areas” and collectively known as the “Easements”).

LIST OF EXHIBITS

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EXHIBIT A – Legal Description of the Property

EXHIBIT B – Legal Description of the Land

EXHIBIT C – Access Easement Area

EXHIBIT D – Interconnection Easement Area

EXHIBIT E – Form of Memorandum of Lease

1. **Basic Lease Provisions.** The Basic Lease Provisions set forth above and the Exhibits attached to this Lease are each incorporated into the body of this Lease as if set forth in full.

2. **Lease of Land.** Landlord hereby leases and grants to Tenant exclusive rights to the Land and Tenant agrees to and does hereby lease from Landlord, subject to the terms and conditions of this Lease, the Land, together with all right, title and interest of Landlord in and to all easements, rights, privileges and appurtenances to the same belonging or in any way appertaining thereto, to have and to hold the aforesaid Land and appurtenant interests unto Tenant for the Term (defined below) for the purposes of constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, modifying and/or repairing a solar electric generating facility and battery energy storage system, which may include photovoltaic solar panels, foundations, poles, towers, mounting systems, inverters, transformers, integrators, energy storage facilities, overhead or underground electrical and communications lines and conduits and additional utility lines, cables, conduits, transformers, wires, meters, monitoring equipment, substations, switch yards, and other related equipment and appurtenances (the “**Facility**”).

3. **Term of Lease.** The Term of this Lease shall be the period described in the Basic Lease Provisions above. Notwithstanding the foregoing, Tenant may terminate this Lease at any time prior to the Commercial Operation Date for any reason or no reason whatsoever, without penalty, by providing written notice to Landlord prior to the Commercial Operation Date. The “**Commercial Operation Date**” is the date on which the Facility achieves commercial operation.

4. **Consideration.**

(a) **Rent.** Tenant covenants and agrees to pay Landlord during the Term the amount of the “**Basic Rent**” described in the Basic Lease Provisions above. Construction Period Rent shall be payable in advance in annual installments and shall be due on or before the thirtieth (30th) business day of the applicable calendar year (prorated for any partial annual period). Operations Period Rent shall be payable annually in advance and shall be due on or before the thirtieth (30th) business day after the Commercial Operation Date and each anniversary thereafter during the Term (prorated for any partial annual period). Beginning on the Rent Escalation Date, and on each anniversary thereafter during the Term, the Basic Rent shall increase over the Basic Rent payable for the immediately preceding year by the Rent Escalation Percentage. In the event the Operations Period commences prior to the end of the first full year or second full year of the Construction Period, as applicable, then the Construction Period Rent shall be pro-rated for the actual duration of the Construction Period, and any overpayment shall be applied toward the first annual installment of the Operations Period Rent. For the avoidance of doubt, the acreage used for purposes of calculating the Basic Rent shall be subject to the minimum acreage requirements specified for the definition of “**Land**” herein, and shall include both the acreage of (a) the real property contained within the Land (as may have been subdivided by Tenant in connection with this Lease and Tenant’s option to lease the Land pursuant to which this Lease was executed) and (b) the Easement Areas.

(b) **Construction Bonus.** In addition to the Basic Rent, in the event the Commercial Operation Date occurs, Tenant agrees to pay to Landlord a one-time “construction bonus” in the amount of [REDACTED] which shall be payable on or before Tenant’s payment of the first installment of Operations Period Rent as provided in Section 4(a) above.

5. **Easements and Non-Interference.**

(a) **Easement Areas.** If identified in the Basic Lease Provisions above, Landlord hereby grants to Tenant the Easements described in the Basic Lease Provisions, if any, for a period coterminous with this Lease. Notwithstanding the fact that the Easements, if any, are non-exclusive, any concurrent uses of the Easement Areas by Landlord or any third parties shall not interfere with Tenant's rights granted herein. The Land together with easements appurtenant to the Land and the Easement Areas, if any, shall be referred to herein as the "**Premises**". If Tenant determines in its reasonable discretion that any additional easements across the Property are necessary, useful or appropriate for the construction and/or operation of the Facility, Landlord shall grant such easements, rights of way, or other rights or encumbrances across, over, under or through the Property and/or other land owned by or under the control of Landlord and not included in the Premises. Such easements, rights of way and other rights or encumbrances shall be delivered by Landlord on forms prepared by Tenant within fifteen (15) days of Tenant's request, including, but not limited to, by amendment to this Lease or by separate agreement.

(b) **No Interference and Sunlight.** Landlord grants to Tenant the right and privilege to the free and unobstructed insolation of solar energy over and to the Property. Landlord's activities and any grant of rights Landlord makes to any person or entity, whether located on the Premises or elsewhere, shall not, currently or prospectively, interfere with the construction, installation, maintenance, or operation of the Facility and/or access over the Property to such Facility and/or Tenant's rights granted hereunder to use the Premises as permitted pursuant to this Lease. Without limiting the generality of the foregoing, Landlord shall not (and shall not allow any other party to) disturb or interfere with the unobstructed flow of solar energy upon, over and across the Land, whether by placing towers or antennas of any type, planting trees or constructing buildings or other structures or facilities, or by engaging in any other activity on the Property or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Facility. Tenant may, as reasonably necessary, remove, trim, prune, top or otherwise control the growth of any tree, shrub, plant or other vegetation; dismantle, demolish, and remove any improvement, structure, embankment, impediment, berm, wall, fence or other object, on or that intrudes (or could intrude) into the Property or on any land adjacent to the Premises that Landlord or Landlord's affiliate may acquire ("**Surrounding Land**") that could obstruct, interfere with or impair the Facility, the unobstructed flow of solar energy or the use of the Land by Tenant hereunder. In addition to the foregoing, Tenant shall have the right (but shall not the obligation) to remove, at Landlord's cost, any buildings or other structures located on the Property or the Surrounding Land that are in violation of the terms of this Section 5(b). Tenant shall be permitted to a reimbursement of such costs as an abatement of Basic Rent. In the event Landlord shall sell, convey or otherwise transfer ownership of any of the Surrounding Land, Landlord shall include in any instrument evidencing such transfer the prohibition set forth in this Section 5(b). For purposes of this Section 5(b), no development by Landlord or its affiliates shall be allowed if it blocks access to the Premises or the Facility or access of sunlight to the Facility or interferes with Tenant's rights hereunder, and Landlord shall execute any "sunlight easements" as required by Tenant to effectuate this restriction.

(c) **Temporary Easement.** Landlord grants to Tenant the right, privilege, and non-exclusive easement, to be located at a mutually acceptable location on a portion of the Property, to be used for temporary (i) storage and staging of tools, materials and equipment; (ii) construction laydown; (iii) parking of construction crew vehicles and temporary construction trailers; (iv) vehicular and pedestrian access and access for rigging and material handling; and (v) construction or installation of other facilities reasonably necessary to construct, erect, install, expand, modify or remove the Facility. Tenant shall return such temporary easement area to the condition existing immediately prior to such use by Tenant to the extent reasonably practical (reasonable wear and tear, casualty and condemnation excepted).

(d) **Effects Easements.** Landlord acknowledges that the operation of the Facility may cause certain effects, including but not limited to noise, visual, electromagnetic, electrical, and radio frequency interference, and any other effects attributable to the operation of the Facility. Therefore, Landlord hereby grants to Tenant a non-exclusive easement to cause such effects on the Property and Surrounding Land as may be reasonably necessary for the operation of the Facility, provided that Tenant shall use commercially

reasonable efforts to minimize the effects of the Facility on the Surrounding Land, consistent with good engineering practices and Tenant shall comply with all applicable laws, regulations, and permits governing the operation of the Facility.

(e) **Non-Obstruction Easement.** Without limiting the generality of the foregoing, neither Landlord nor any person claiming through or authorized by Landlord shall (i) engage in any activity on the Property (whether by planting trees or other vegetation, constructing buildings or other structures, exploiting or preparing to exploit the subsurface property rights or otherwise) that obstructs or impairs the availability of sunlight throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) and vertically one hundred and eighty degrees (180°) (or such greater degrees as may be necessary to achieve a vertical angle that extends from the surface of the land in all directions to the opposite surface of the land in opposing directions) from each point within the Property where any Facility is or may be located at any time or from time to time to the boundaries of the Property, and vertically through all space above the surface of the Property, it being the intent of the parties that such description of angles and distances expanding outward from any one point will result in encompassing all space above the surface of the entire Property; or (ii) engage in any activity which would cause the introduction of excessive dust for continued and prolonged periods of time onto the Property (“**Non-Obstruction Easement**”). Tenant’s rights herein include an easement right to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation now or hereafter existing on the Property which obstruct receipt of or access to sunlight to the Property.

(f) All easements, rights and covenants granted by Landlord to Tenant hereunder touch and concern the land, shall burden the Property and any applicable Surrounding Land and run with the land, and are expressly intended to, and shall, be covenants running with the Property. The Parties further agree that there is privity between Landlord and Tenant, and that performance of the terms and conditions of this Lease aid the Parties in the physical use or enjoyment of the lands impacted by this Lease. To the extent any covenant, right, or obligation set out in this Lease is not enforceable as a covenant running with the land, such provision shall be deemed an equitable servitude. In the event that Landlord fails to grant to Tenant any of the easements, rights of way or other rights or encumbrances referenced in this Section 5, or if Landlord prevents Tenant from using any of the easements, rights of way or other rights or encumbrances referenced in this Section 5, then Tenant shall be entitled to an abatement of Basic Rent for the period that Tenant is denied such right to any such easements, rights of way or other rights or encumbrances.

6. **Facility; Personal Property; Use of Premises.**

(a) **Improvements as Personal Property.** The parties agree that any improvements, equipment, facilities, foundations, poles, towers or transmission lines at any time constructed by or for Tenant on the Premises, or at any time acquired by or for Tenant and located on the Premises, including, without limitation, the Facility (the “**Improvements**”) are hereby severed by agreement and intention of the parties and shall remain severed from the Premises, and shall be considered with respect to the interests of the parties hereto as the property of Tenant or a Financing Party (defined below) designated by Tenant, and, even though attached or affixed to or installed upon the Premises, shall not be considered to be fixtures or a part of the Premises and shall not be or become subject to the lien of any mortgage or deed of trust heretofore or hereafter placed on the Premises by Landlord. Landlord waives any rights it may have under the laws of the state where the Premises is located, arising under this Lease, or otherwise, to any lien upon, or any right to distress or attachment upon, or any other interest in, any item constituting part of the Facility or any other equipment or other Improvements and consents to the filing by Tenant, on behalf of Landlord, of a disclaimer of the Facility and the Improvements as fixtures of the Premises in the official records of the county where the Property is located. The parties further agree that all Environmental Attributes (defined below) and Incentives (defined below) belong solely to Tenant and shall remain the personal property of Tenant and shall not attach to or be deemed a part of, or fixture to, the Premises. “**Environmental Attributes**” shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable

credits, or Green-e® products. “**Incentives**” include, without limitation, any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies.

(b) **Use of Land.** Tenant and its designees shall have exclusive use of the Land during the Term. Tenant may use the Premises for purposes related to the construction, placement, operation, maintenance, reconstruction, replacement, rebuilding, upgrading, removal, inspection, modification and/or repair of the Facility and the other Improvements.

(c) **Additions and Removals.** Tenant shall have the right, but not the obligation, at any time and from time to time during the Term, at its expense, to (i) make additions, changes, alterations, or improvements, structural or otherwise, to the Facility; and (ii) demolish and remove the Facility or any other Improvements hereafter located on the Premises.

7. **Mineral Rights/Surface Use.** This Lease does not demise or lease to Tenant any oil, gas or minerals in place underneath the surface of the Premises or the right to extract and remove the same, and subject to the following terms and provisions of this Section 7, Landlord’s rights, if any, in such oil, gas, and minerals are reserved to, and retained by, Landlord. During the Term, Landlord may not use, or permit the use of the Premises from the surface to a depth of five hundred (500) feet below the surface, for the purpose of exploring for, extracting, producing or mining such oil, gas or minerals. Landlord may explore for, extract or produce oil, gas and minerals from the Property in a manner which does not interfere with Tenant’s use of the Premises or affect the Facility and utilizes a method, such as “directional drilling” which does not require the use of the Premises to a depth of five hundred (500) feet below the surface.

8. **Insurance and Waiver of Subrogation.**

(a) **Tenant’s Liability Insurance.** Tenant shall, during the term hereof, obtain, maintain and keep in full force and effect, with Landlord named as additional insured, commercial general liability insurance applying to the use and occupancy of the Premises in no less than the following amounts:

(i) **Worker's Compensation.** If such party has employees, the applicable party shall maintain worker's compensation insurance in accordance with federal and state statutory requirements.

(ii) **General Liability.** General liability insurance including bodily injury, property damage, products/completed operations, contractual and personal injury liability with a combined single limit of at least one million dollars (\$1,000,000) per occurrence and at least two million dollars (\$2,000,000) annual aggregate.

(iii) **Automobile Liability.** Automobile liability insurance including bodily injury and property damage arising out of any vehicle brought onto the Premises and operated by Tenant.

(b) **Waiver of Subrogation.** Landlord and Tenant each hereby waive any right of recovery against the other and the authorized representatives of the other for any loss or damage that is covered or required by this Lease to be covered by any policy of insurance maintained with respect to the Premises, the Improvements or any operations therein, even though such loss or damage might have been occasioned by the negligence of such party. Each party shall cause insurance policies relating to this Lease, the Property, the Premises and the Improvements to provide that such insurers waive all right of recovery by way of subrogation against either party in connection with any claim, loss or damage covered by such policies.

9. **Taxes and Assessments.** “**Taxes and Assessments**” shall mean all taxes, assessments or other impositions, general or special, ordinary or extraordinary, of every kind or nature, which may be levied,

assessed or imposed upon or with respect to the Property or any part thereof, including the Premises, or upon any buildings, improvements, fixtures, equipment or personal property at any time situated thereon. Landlord shall pay before the same become delinquent any Taxes and Assessments which accrue during the Term and are imposed on, or arise in connection with, the Property (except those that are the responsibility of Tenant pursuant to clause (a) below), including any annual increases thereon. Tenant shall not be responsible for payment of any municipal, state or federal income, income profits or revenue tax imposed on rent, inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy or any tax related to a change of ownership of the Property. Landlord and Tenant shall split equally any transfer or conveyance tax arising out of this Lease, and Landlord shall revert its portion of any such tax to Tenant within five (5) days of written request therefor.

(a) **Tenant's Taxes.** Throughout the Term, Tenant shall pay, or cause to be paid, all Taxes and Assessments that may be imposed on the Improvements, and Tenant shall pay, or cause to be paid, any increase in Taxes and Assessments accruing during the Term against the Premises to the extent resulting directly from the presence of Tenant's Improvements on the Premises. Landlord shall promptly forward to Tenant all notices, bills or other statements received by Landlord concerning any Taxes and Assessments. To the extent that any of the Taxes and Assessments payable by Tenant are jointly assessed with Landlord's real estate taxes, assessments and other impositions, the parties shall cooperate in a good faith effort to cause such Taxes and Assessments to be separately assessed. Tenant shall pay all such Taxes and Assessments directly to the taxing authority as the same become due and payable.

(b) **Right to Contest Assessment.** Tenant shall have the right in its own name to contest the validity or amount, in whole or in part, of any Taxes or Assessments for which Tenant is responsible by appropriate proceedings timely instituted, provided that any such contest by Tenant shall effectively stay or prevent any official or judicial sale of the Premises or any part thereof by reason of nonpayment of any Taxes or Assessments. Landlord shall, at Tenant's request, and expense, fully cooperate with Tenant in all reasonable ways to contest any Taxes and Assessments. Tenant shall hold Landlord harmless from any costs and expenses related to any such contest, and Tenant shall promptly pay any valid final adjudication enforcing any Taxes and Assessments. Any refund of Taxes and Assessments payable as a result of any such proceedings attributable to a period of time during the Term shall be the property of Tenant. Tenant shall have the right to enter into an agreement for payment in lieu of taxes with the applicable taxing authority, and Landlord shall, at Tenant's request and expense, fully cooperate with Tenant in Tenant's effort to enter into such agreement and execute such documents as are reasonably necessary.

(c) The provisions of this Section 9 shall survive the expiration or earlier termination of this Lease.

10. **Right to Control Access.** Subject to the terms of this Lease and applicable law, Tenant shall have the right under the Lease to control and restrict access onto and over the Land and exclude others (other than any parties with preexisting easement rights of record or other rights approved by Tenant), and Tenant may, at its sole expense, construct and maintain security devices on and surrounding the Land which Tenant deems appropriate and necessary for the protection of the Facility, including, but not limited to, any type of fencing, security monitoring or other security safeguards.

11. **Subordination; Nondisturbance.** Landlord shall, at its expense, on or before the first payment of Basic Rent is due, unless earlier requested by Tenant, and as a condition to Tenant's obligation to make any payment of Basic Rent, deliver to Tenant a subordination, non-disturbance and attornment agreement(s) (each a "SNDA") from the current holder(s) of any deed of trust, mortgage or other lien encumbering the Premises, in form and substance reasonably acceptable to Tenant, which provides, among other things, that Tenant's occupancy or use of the Premises in accordance with the terms of this Lease will not be disturbed. Such SNDA shall be recorded in the official records of the county where the Premises is located.

12. **Repairs, Maintenance, Damage or Destruction of the Premises.** Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Premises. Except in the

case of Landlord's negligence or willful misconduct or as expressly set forth in this Lease, Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Premises and the Improvements thereon throughout the Term (including any repairs or reconstruction as a result of damage or destruction due to casualty), provided that Tenant shall have no obligation to construct or reconstruct any Improvements or to maintain the Improvements in any particular condition or state of repair so long as the Improvements comply with Legal Requirements. All insurance proceeds paid on account of any damage or destruction occurring on the Premises or with respect to the Facility or other Improvements under the insurance policies maintained by Tenant shall be paid to Tenant. If the Improvements, including the Facility, are damaged or destroyed and Tenant elects not to repair or restore the Improvements or repair or construct a new Facility, Tenant shall have the right, without waiving or exercising other rights or remedies, to terminate this Lease and remove any remaining Improvements in accordance with Section 17, without penalty, effective as of the date of the damage or destruction by giving written notice to Landlord.

13. **Condemnation.** If, at any time during the Term, all or any part of the Premises shall be condemned or transferred in lieu of condemnation, the net proceeds of such condemnation or transfer shall be divided between Landlord and Tenant in the proportions specified in the condemnation award or agreement of transfer or, if not so specified, in proportion to the fair value of Landlord's and Tenant's respective interests in this Lease and the Premises, provided that to the extent the net proceeds of any condemnation or transfer in lieu of condemnation are attributable to the Improvements, such proceeds shall be paid solely to Tenant with Landlord receiving any proceeds attributable solely to the residual value of the fee estate of the Premises. For the purpose of this Section 13, the net proceeds of a condemnation or transfer in lieu of condemnation shall mean the total proceeds of such condemnation or transfer less the costs and expenses incurred in connection therewith (including legal fees).

If the entire Land is condemned or transferred in lieu of condemnation, the Term shall terminate at the time title vests in the condemning authority. If a portion of the Premises is condemned or transferred in lieu of condemnation, the Lease shall continue in full force and effect with respect to that portion of the Premises which has not been so condemned or transferred and Basic Rent shall be equitably adjusted. Notwithstanding the foregoing, Tenant may terminate this Lease without penalty by giving written notice of termination to Landlord if, in Tenant's sole and absolute discretion, the Premises is not suitable for Tenant's intended use following such condemnation or transfer in lieu thereof.

14. **Mortgage of Tenant's Interest.**

(a) **Leasehold Financing.** Tenant may obtain financing pertaining to the Facility from one or more Financing Parties (defined below), including but not limited to, (i) development, bridge, construction, term or permanent financing, (ii) investment capital or working capital and/or (iii) structured tax equity financing, securitization financing, sale-leaseback financing, and/or any other debt or equity financing, including without limitation, any renewals, refundings, extensions or refinancings of any of the foregoing. In connection therewith Tenant may enter into various agreements and execute various documents relating to such financing, which documents may, among other things, assign this Lease and the Easements and any other easements benefitting the Premises by way of direct or collateral assignment to a Financing Party, assignment of the Easements and a lease of the Facility from such Financing Party to Tenant, grant the Financing Parties a sublease or other real property interest in Tenant's interest in and to the Premises, grant a first priority security interest in Tenant's interest in the Improvements and/or this Lease and Tenant's other interests in and to the Premises, including, but not limited to, any Easements, rights of way or other similar interests (such documents, "**Financing Documents**"). Landlord acknowledges notice of the foregoing and consents to the foregoing actions and Financing Documents described above, and Landlord agrees to execute, and agrees to cause any and all of Landlord's lenders to execute, such subordination agreements, consents, estoppels and other acknowledgements of the foregoing as Tenant or the Financing Parties may request. For purposes herein, "**Financing Party**" or "**Financing Parties**" shall include (x) any individual, entity, financial institution, leasing company, or lender providing funds or extending credit to

Tenant or its affiliates and (y) any collateral or administrative agent acting on behalf of any such individual, entity, financial institution, leasing company, or lender in connection with such financing.

(b) **Financing Party Protections.** Landlord agrees not to accept a voluntary surrender of this Lease at any time while a Financing Party has a lien on the leasehold estate; and Landlord and Tenant further agree that, so long as any such Financing Party shall have a lien on the leasehold estate, without the prior written consent of such Financing Party, Landlord and Tenant will not subordinate this Lease to any mortgage which may hereafter be placed on the fee of the Land or amend or alter any terms or provisions of this Lease. This provision is for the express benefit of and shall be enforceable by such Financing Party.

(c) **Financing Party Cure Rights.** If at any time any Financing Party (or Tenant on behalf of a Financing Party) shall have given to Landlord, a notice specifying the name and address of such Financing Party for purposes of receiving notice, Landlord shall send by personal delivery or by certified or registered mail or overnight courier service to such Financing Party a copy of each notice of default or other notice at the same time as and whenever any such notice of default or other notice shall thereafter be given by Landlord to Tenant, addressed to such Financing Party at the address last furnished to Landlord. No notice of default by Landlord shall be deemed to have been given unless and until a copy thereof shall have been so given to such Financing Party. Tenant irrevocably directs that Landlord accept, and Landlord agrees to accept, performance and compliance by any Financing Party (or its designee) of and with any term, covenant or condition on Tenant's part to be kept, observed or performed under this Lease with the same force and effect as though kept, observed or performed by Tenant. The Financing Party shall have the same period after delivery of notice of default to remedy the default, or cause the same to be remedied, but not the obligation to so remedy or commence to remedy, as is given to Tenant, plus the following additional time periods following the expiration of Tenant's cure period described in Section 16 below: (i) thirty (30) days in the event of a monetary default; and (ii) ninety (90) days in the event of a non-monetary default. A Financing Party shall have the absolute right to enforce its lien and acquire title to the leasehold estate (directly or through a designee) by any lawful means, including foreclosure or assignment in lieu of foreclosure, and thereafter assign or transfer the leasehold estate to a third party. The commencement of a judicial or non-judicial foreclosure proceedings by a Financing Party shall be deemed the commencement of a non-monetary cure provided that the Financing Party thereafter diligently prosecutes the same and upon acquisition by either the Financing Party or any other direct purchaser or direct transferee of Tenant's interest under this Lease, whether at a judicial foreclosure, foreclosure under a power of sale, trustee's sale or by deed or assignment in lieu of foreclosure, such Financing Party, purchaser or transferee commences within ninety (90) days of acquiring such interest, and thereafter diligently prosecutes to completion, curing all defaults hereunder reasonably capable of being cured by such Financing Party or transferee.

(d) **Notice to Financing Parties.** In case of the termination of this Lease by reason of the happening of an Event of Default (defined below) or the leasehold estate is foreclosed or rejected by the Tenant in bankruptcy, Landlord shall give notice thereof to any Financing Party whose notice details have been provided to Landlord in accordance with Section 14(c), which notice shall be sent by personal delivery or by registered or certified mail or overnight courier service to such Financing Party at the address last furnished to Landlord. If, within ninety (90) days after the mailing of such notice, such Financing Party shall notify Landlord that such Financing Party or its designee desires to enter into a lease of the Premises with Landlord, Landlord shall join with the Financing Party, or its designee, in executing and delivering a new lease of the Premises to such Financing Party, or its nominee, for the remainder of the Term, at the Basic Rent and upon the terms, covenants and conditions contained in this Lease. Any new lease shall be superior to all rights, liens and interests intervening between the date of this Lease and the granting of a new lease and shall be free of any and all rights of Tenant under this Lease.

(e) **Financing Party Obligations.** No Financing Party shall have any obligation under this Lease prior to the time that such Financing Party acquires title to the leasehold estate by foreclosure, assignment in lieu of foreclosure or otherwise and has the possession or use thereof in accordance with Section 14(c) above. Moreover, any Financing Party or other party who acquires the leasehold estate pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations hereunder pertaining to (i) the period prior to the time such Financing Party has possession and use of the

leasehold estate, or (ii) the period after such Financing Party or other party no longer has possession and use of the leasehold estate and such possession and use has properly vested in another person or entity.

(f) **Survival.** The provisions of this Section 14 shall survive the expiration or earlier termination of this Lease.

15. **Assignment and Subletting.**

(a) Tenant shall not have the right to assign any of its rights, duties or obligations under this Lease without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant may, without Landlord's consent, in its sole discretion assign any of its rights, duties, or obligations under this Lease and with respect to the Improvements (i) to one or more of its affiliates, (ii) to any entity which controls, is controlled by or under common control with Tenant or its affiliates (the "**Affiliate Parties**"), (iii) to a Financing Party, (iv) to any present or future purchaser of the power generated or stored by the Facility, (v) to any person or entity purchasing or otherwise succeeding to all or substantially all of the assets of Tenant or one of the Affiliate Parties, (vi) any entity engaged in a joint venture, partnership or similar arrangement with Tenant or any Affiliate Party, or (vii) to a successor entity in a merger or acquisition transaction.

(b) Tenant shall have the right to sublet all or portions of the Premises, provided that each such sublease shall be subject and subordinate to this Lease and to the rights of Landlord hereunder.

(c) Landlord may not assign, sublease, mortgage, pledge, sell, convey or transfer its interest in the Premises or this Lease without the prior written consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary in the preceding sentence, no assignment of Landlord's interest in the Premises or the Lease shall relieve Landlord of any of its obligations under this Lease, nor may any such assignment be made unless fee title to the Property is simultaneously transferred to the permitted assignee hereunder and unless such permitted assignee has first assumed all of Landlord's obligations under this Lease in writing.

16. **Default Provisions.**

(a) **Default.** The following events shall be deemed to be events of default (each an "**Event of Default**," and collectively, the "**Events of Default**"):

(i) Failure to pay any payment required to be made hereunder as the same shall become due and payable, and such failure shall continue for twenty (20) business days after written notice of such failure has been received by the defaulting party.

(ii) Failure to comply in any material respect with any material term, provision or covenant of this Lease, other than payment of monetary sums, and if such failure continues for a period of sixty (60) days after written notice specifying such failure has been received by the defaulting party, or in the case of any such failure which cannot with due diligence and in good faith be cured within sixty (60) days, within such additional period as may be reasonably required to cure such failure with due diligence and in good faith.

(iii) Any act or omission of Landlord that in any way, directly or indirectly, impacts, affects or impairs Tenant's ability to operate and/or the operation of the Facility.

(b) **Remedies.** Upon the occurrence of any Event of Default, subject to the rights of any Financing Party, the non-defaulting party may, at its option, and in addition to and cumulatively of any other rights it may have at law or in equity or under this Lease (i) cure the Event of Default on the defaulting party's behalf, in which event the defaulting party shall reimburse the non-defaulting party for all sums so expended; (ii) terminate this Lease by notice to the defaulting party and in conformity with the procedures required herein and by applicable law; or (iii) enforce, by all proper and legal suits and other means, its

rights hereunder. In addition to any other remedies Tenant may have, Tenant shall be entitled to injunctive or other equitable relief as a remedy.

17. **Surrender of Possession.**

(a) **Ownership of Improvements.** Subject to the rights of all Financing Parties, on the expiration or earlier termination of this Lease, title to all Improvements located at the Premises shall continue to be the property of Tenant, its successors or assigns.

(b) **Surrender.** In accordance with the foregoing, Tenant shall, on or before the last day of the Term, or upon the earlier termination of this Lease, peaceably and quietly leave, surrender and yield up to Landlord the Premises, free of subtenancies.

(c) **Decommissioning and Removal.** Promptly after the expiration or earlier termination of the Term, Tenant shall commence to decommission, dismantle and remove the Facility and all other property of Tenant located on the Premises, returning the Premises to its condition as of the Effective Date to the extent reasonably practical (reasonable wear and tear, casualty and condemnation excepted); provided, however, that Tenant shall not be required to decommission, dismantle or remove any underground Improvements or to significantly alter the grade of the Premises. Landlord hereby grants to Tenant and its successors and assigns a license to enter upon the Premises to perform the activities required to be performed by Tenant pursuant to this Section 17(c), which license shall be effective commencing upon the date of termination or expiration of the Term and shall continue for one hundred eighty (180) days thereafter. In year twenty (20) of the Operations Period, Tenant shall retain an independent demolition contractor with renewable energy industry experience to provide a good faith estimate of the total cost (net of any salvage value of the Facility) to restore any changes made to the Premises by Tenant to the condition required by applicable law (the "**Reclamation Estimate**"). Within ten (10) days of its receipt of the Reclamation Estimate, Tenant shall deliver a copy of the Reclamation Estimate to Landlord and shall deliver to Landlord a payment bond or a letter of credit issued by a credit worthy bonding company or financial institution, as applicable for the amount of the Reclamation Estimate; provided that if pursuant to applicable law, Tenant has provided to any governmental authority other financial assurance for restoration of the Premises (the proceeds of which are required to be applied to the restoration of the Property in the event Tenant otherwise fails to do so), such financial assurance provided to such governmental authority shall be deemed to satisfy Tenant's obligations under this Section 17(c). Any payment bond or letter of credit required to be issued to Landlord shall be in the name of Landlord and shall secure Tenant's obligation to restore the Premises to the condition required by applicable law.

18. **Indemnification.**

(a) **Tenant.** Tenant shall indemnify, defend and hold harmless Landlord, its affiliates, officers, directors, partners, members, agents and employees and their successors and assigns (collectively, "**Landlord Party**") from and against any claim, loss, expense, including reasonable attorneys' fees, demand, lawsuit, or action for personal injury or property damage (collectively, "**Losses**"), to the extent resulting from (i) the negligent or willful misconduct of Tenant or any Tenant Party (defined below); and/or (ii) the material breach by Tenant of any obligation, representation or warranty arising under the Lease. Tenant shall not, however, be required to reimburse or indemnify Landlord or any Landlord Party for any Losses to the extent such Losses are due to the negligence or willful misconduct of Landlord or any Landlord Party.

(b) **Landlord.** Landlord shall indemnify, defend and hold harmless Tenant, its affiliates, officers, directors, partners, members, agents and employees and their successors and assigns (collectively, "**Tenant Party**") from and against any Losses, to the extent resulting from (i) the negligent or willful misconduct of Landlord or any Landlord Party; and/or (ii) the material breach by Landlord of any obligation, representation or warranty arising under the Lease. Landlord shall not, however, be required to

reimburse or indemnify Tenant or any Tenant Party for any Losses to the extent such Losses are due to the negligence or willful misconduct of Tenant or any Tenant Party.

(c) **Consequential Damages.** Notwithstanding anything to the contrary herein, neither party shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including but not limited to loss of use or loss of profit or revenue.

(d) **Survival.** The provisions of this Section 18 shall survive the expiration or earlier termination of this Lease.

19. **Quiet Enjoyment; Conveyance by Landlord.** As long as no Event of Default by Tenant has occurred or is continuing beyond any applicable cure period, Landlord covenants that Tenant shall and may peacefully and quietly have, hold, occupy and enjoy the Premises for the entire Term, without hindrance, ejection or molestation by Landlord or any party claiming under or through Landlord. In no event shall Landlord permit or suffer to exist any tax lien or other encumbrance on or against the Facility, any Improvements or the Premises without Tenant's prior written consent, which may be withheld in Tenant's sole and absolute discretion. Landlord shall pay when due all of its obligations secured by a mortgage, deed of trust or other security. Upon either party's discovery of any such lien or failure to pay any secured obligations, such party shall (a) promptly give written notice thereof to the other party, and (b) Landlord shall cause the same to be discharged of record, paid or deliver to Tenant appropriate security for payment within thirty (30) days after Landlord receives notice of delinquency or filing of same, either by payment, deposit or bond. If Landlord fails to discharge any such lien or make any such payment, within such period, or to pay any Taxes or Assessments as required to be paid by Landlord under Section 9 above, then, in addition to any other rights or remedy hereunder, Tenant may, but shall not be obligated to, make the payment or procure the discharge of the same. Any amount so paid or discharged by Tenant, and all costs and other expenses related thereto, including reasonable attorneys' fees, in defending any such action or in procuring the discharge of such lien, together with interest thereon at 10% or the maximum permitted by law, shall be payable by Landlord to Tenant upon demand or may be deducted from the amounts owed to Landlord under this Lease.

20. **Requirements of Governmental Agencies.** Landlord shall assist and fully cooperate with Tenant, at no out-of-pocket expense to Landlord, in complying with or obtaining any land use permits and approvals, building permits, environmental impact reviews or any other approvals required for the financing, construction, installation, monitoring, replacement relocation, maintenance, operation or removal of the Facility, including execution of applications for such approvals, and including participating in and supporting any appeals or regulatory proceedings respecting the Facility. To the extent permitted by law, Landlord hereby waives enforcement of any applicable setback requirements respecting the Facility to be placed on the Land.

21. **Landlord's Representations, Warranties and Covenants.** Landlord hereby represents, warrants and covenants to Tenant as of the Effective Date as follows:

(a) **Possession.** Landlord holds the entire fee simple interest in the Premises and will deliver possession of the Premises to Tenant free and clear of all tenants and occupants and Landlord's personal property and equipment.

(b) **Authority.** Landlord has the full legal right, power and authority, without the consent of any additional party or parties, to enter into this Lease and to perform, its obligations hereunder. The execution and delivery of this Lease 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 Landlord is a party.

(c) **Binding on Landlord.** The person executing this Lease on behalf of Landlord has full power and authority to bind Landlord 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.

(d) **Claims or Actions.** There are no pending or threatened claims, actions or suits affecting the Premises.

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

(f) **Authority.** The execution, delivery and performance by it under this Lease have been duly authorized by all necessary action by Landlord and do not violate any provision of any current law applicable to Landlord, the Property or any order, judgment or decree of any court or other agency presently binding on Landlord or conflict with or result in a breach of or constitute a default under any contractual obligation of Landlord.

(g) **Mortgages/Liens.** There are no pending mortgages or liens that affect the Premises that have not been subordinated to this Lease in a form reasonably acceptable to Tenant.

(h) **Bankruptcy.** Landlord 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.

(i) **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) **Hazardous Substances; Environmental Laws.** The Premises are free of any Hazardous Substances (as defined below) in a condition which violates any Environmental Laws (as defined below) and there are no outstanding claims and Landlord has not received any notice of any violations by any governmental authorities with respect to the Premises alleging a violation of applicable legal requirements and the Premises is in compliance with all legal requirements and Environmental Laws. Landlord shall indemnify, defend and hold harmless Tenant, and Tenant Party from and against any and all claims, actions, causes of action, suits, proceedings, costs, expenses (including attorney's fees), liabilities, damages, penalties, fines, losses and liens of any type resulting from (i) the presence of any Hazardous Substances in, on or under the Premises as of the Effective Date, (ii) any release of Hazardous Substances caused or permitted by Landlord or any Landlord Party, or (iii) any violation or alleged violation of any Environmental Laws by Landlord or any Landlord Party.

The term "**Hazardous Substance**" as used in this Lease shall mean any hazardous or toxic material, substance or waste, pollutant or contaminant or infectious or radioactive material, which is regulated now or in the future under any statute, law, ordinance, rule or regulation of any local, state, regional or federal authority having jurisdiction over the Property, or its use, including, but not limited to any material, substance or waste, which is: (A) defined as a solid waste, hazardous substance, toxic substance or hazardous waste under any Environmental Laws; (B) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, and wastes; (C) polychlorinated biphenyls; (D) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents; (E) lead; (F) explosives; (G) infectious materials; (H) radioactive materials; or (I) defined or regulated as a hazardous substance or hazardous waste under any rules or regulations promulgated under any Environmental Law.

The term "**Environmental Laws**" means any federal, state or local laws, ordinances, statutes, codes, rules, regulations, orders or decrees now or hereinafter in effect relating to (A) pollution, (B) the protection or regulation of human health, natural resources or the environment, (C) the treatment, storage or disposal of

Hazardous Substances, or (D) the emission, discharge, release or threatened release of Hazardous Substances into the environment, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”) (41 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act, as amended (“RCRA”) (42 U.S.C. § 6901 et seq.), and the Toxic Substances Control Act, as amended (“TSCA”) (15 U.S.C. § 2601 et seq.).

(j) **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**”). Owner shall not during the Term hereof enroll the Property in any Land Conservation Program. If the Property is enrolled in any Land Conservation Program, then, upon Tenant’s request, Owner shall, at its sole cost and expense, terminate any such enrollment.

(k) **Survival**. The provisions of this Section 21 shall survive the expiration or earlier termination of this Lease.

22. **Estoppel Certificates**. Either party agrees, at any time and from time to time upon not less than ten (10) business days’ prior notice by the other party or from a Financing Party, to execute, acknowledge and deliver to the other party, or to any person designated by the other party, a written estoppel certificate certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), and the dates to which the Basic Rent has been paid, and stating whether or not the other party is in default in keeping, observing or performing any term, covenant or condition contained in this Lease on the other party’s part to be kept, observed or performed and, if in default, specifying each such default, and any other factual matters pertaining to this Lease reasonably requested by the other party or a Financing Party, it being intended that any such statement delivered pursuant to this Section 22 may be relied upon by the other party, or any prospective purchaser or encumbrancer of a party’s interest in the Lease or any part thereof (including any Financing Party). Any party’s failure to execute, acknowledge, and deliver, on request, such an estoppel within the specified time shall constitute acknowledgment by such party to all persons entitled to rely on the estoppel certificate that the information contained in the form of estoppel certificate provided with the request is true and accurate in all respects and shall constitute a waiver, with respect to all persons entitled to rely on the estoppel certificate, of any defaults that may exist as of the outside date for return of the requested estoppel certificate; provided that said acknowledgment and waiver shall not apply to the extent such acknowledgment or waiver is inconsistent with any statement or information set out in a written notice provided by such party to the requesting party within the specified time.

23. **Arbitration**. The parties agree that any dispute, controversy, claim or disagreement between or among them arising out of, concerning or relating to this Lease 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 Pittsburgh, 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 23 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 23 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 Lease, 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 23 will survive the termination or expiration of this Lease.

(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.

24. **Miscellaneous Provisions.**

(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 Lease, 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 LEASE 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 Lease, Landlord will maintain in strict confidence, for the sole benefit of Tenant, the existence and the terms of this Lease and the transactions contemplated herein; provided, however, Landlord may disclose this Lease and the transactions contemplated herein to Landlord's affiliates, subsidiaries, attorneys, consultants or other agents or professional advisors, or as required by law.

(d) **Counterparts.** This Lease 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 facsimile or email shall be legal and binding and shall have the same full force and effect as if an original of this Lease had been delivered and hereby waive any defenses to the enforcement of the terms of this Lease 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 Lease 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 Lease 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 Lease. Landlord agrees that whenever it is provided in this Lease that the prior consent or approval of Landlord is required, Landlord will not unreasonably withhold, condition or delay the giving of such consent or approval

(h) **Governing Law.** This Lease 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 Lease will be the Common Pleas Court of Clarion County, Pennsylvania.

(i) **Amendments; Entire Agreement.** This Lease 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 Lease, 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. Landlord and Tenant agree that all prior or contemporaneous oral or written agreements between or amongst themselves or their agents are merged in or revoked by this Lease.

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

(k) **Successors and Assigns.** This Lease, 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 Lease 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 Lease or any amendments or exhibits hereto.

(m) **Survival of Terms.** Those provisions in this Lease which by their terms are intended to be or must be performed in whole or in part after the expiration or earlier termination of this Lease shall survive such expiration or termination of this Lease.

(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 of this Lease and each and every provision of this Lease.

(p) **Memorandum of Lease.** Concurrently with the execution of this Lease, Landlord and Tenant shall execute and acknowledge before a notary public, in recordable form, and deliver a short form memorandum of lease in the form of **Exhibit E** attached hereto and incorporated herein, which shall be recorded by Tenant in the official records of the county where the Premises is located.

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

(q) **Notices.** All notices, approvals, disapprovals or elections required or permitted to be given under this Lease 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 Tenant or Landlord in writing. Except as expressly set forth in this Lease, 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.

Landlord Address

_____, _____
Attn: _____
Phone: _____
E-mail: _____

With a copy to:

_____, _____
Attn: _____
Phone: _____
E-mail: _____

Tenant Address

_____, _____
Attn: _____
Phone: _____
E-mail: _____

With a copy to:

General Counsel

DocuSign Envelope ID: 338F95D4-B816-4AFD-8798-2A9450646E93

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

[Signature Page to Follow]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date first above written.

LANDLORD:

_____,
a _____

By: _____
Name: _____
Title: _____

TENANT:

_____,
a _____ limited liability company

By: _____
Name: _____
Title: _____

DocuSign Envelope ID: 338F95D4-B816-4AFD-8798-2A9450646E93

EXHIBIT A TO GROUND LEASE

THE PROPERTY

[TO BE ATTACHED]

DocuSign Envelope ID: 338F95D4-B816-4AFD-8798-2A9450646E93

EXHIBIT B TO GROUND LEASE

THE LAND

[TO BE ATTACHED]

EXHIBIT C TO GROUND LEASE

ACCESS EASEMENT AREA

***[NOTE: IF NONE STATE "INTENTIONALLY OMITTED"
AND DELETE "ACCESS EASEMENT AREA" ABOVE]***

EXHIBIT D TO GROUND LEASE
INTERCONNECTION EASEMENT AREA

[NOTE: IF NONE STATE "INTENTIONALLY OMITTED" AND DELETE "INTERCONNECTION EASEMENT AREA" ABOVE]

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** is dated as of February 11, 2025 and entered into between CH Renewables Acquisitions, LLC, a Delaware limited liability company ("Assignor"), and REPA Huckleberry Ridge Solar, L.L.C., a Delaware limited liability company ("Assignee").

WHEREAS, Assignor, Brian T. Acey and Jodie L. Acey are parties to that certain Option to Ground Lease Agreement made and entered into as of December 12, 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]

DocuSign Envelope ID: 687489AC-CB35-48B2-8082-1FA252F632C0

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

ASSIGNOR

ASSIGNEE

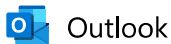
CH Renewables Acquisitions, LLC

REPA Huckleberry Ridge Solar, L.L.C.

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

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

ATTACHMENT H



RE: WPP-GENIC 5914 - REAP Breezewood Hills Solar LLC- Revisions Needed

From WP_Interconnection <wp_interconnection@firstenergycorp.com>

Date Mon 7/7/2025 4:13 PM

To Riean Norman <rnorman@crowholdings.com>

Cc Mary-Margaret Hertz <mhertz@crowholdings.com>; Brian Harper <bharper@secondseasonsolar.com>

 1 attachment (478 KB)

Blank Electronic Load Sheet.pdf;

External Email

Hello Riean,

We have completed the review of **WPP-GENIC 5914 - REPA Breezewood Hills Solar LLC**, and the following will need to be corrected to move forward with the application:

- **FirstEnergy Interconnection Application**
 - The Customer Generator Faculty's Information section
 - Please provide supporting information on the estimated annual energy production value. We are now requesting this information based on new PUC guidance.
 - Please remove 'township' from the city line for the facility address.
 - Inverter Information section
 - Please verify the inverters voltage rating.
- **FirstEnergy Net Energy Metering Rider**
 - No comments at this time.
 - Please remove 'township' from the city line for the service point address.
- **Interconnection Application Addendum**
 - Please complete both pages of the interconnection addendum file found here [PA Level 1 2 3 Interconnection Application Addendum](#).
 - For systems that do not include battery storage please clearly denote "no battery storage" on the second page.
- **Site Plan**
 - Please verify/correct the location of the site, the location of the plan does not match with the information on the IX app or NEMR.
 - Please revise the model year of the inverter to match with the inverter provided on the IX app.
- **One Line Drawing**
 - Please correct the latitude, longitude, address, city, and zip code on the right-side boarder.
- **Spec Sheets**
 - Please provide the most up to date inverter spec sheet.
 - Please provide the inverter's 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. The value should support than annual energy consumption value provided on the IX app.
- **Site Control**
 - Please provide adequate site control documentation. PA Code Title 52 Chapter 75 section § 75.36 (7) stipulates the interconnection customer shall provide proof of site control evidenced by a property tax bill, deed, lease agreement or other legally binding contract. If documentation provided falls into the other legally binding contract category, the document must establish similar property rights granted by a property tax bill, deed, or lease agreement. Additionally, these rights must be established at the time of submittal of the document to be considered valid site control. Documentation submitted falling into the

other legally binding document category will be reviewed on a case-by-case basis to determine if the other legally binding agreement similarly meets the property rights established by the three named documents provided above.

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

Kind regards,



West Penn Power Interconnection

Email: wp_interconnection@firstenergycorp.com

FirstEnergy Energy Efficiency is offering a rebate of up to \$500.00 if a no-cost home energy audit is completed prior to the Solar Meter being installed. To apply please visit homeaudit.energysavepa.com or call 866-787-5237.

From: Mary-Margaret Hertz <mhertz@crowholdings.com>

Sent: Wednesday, June 11, 2025 11:27 AM

To: WP_Interconnection <wp_interconnection@firstenergycorp.com>

Subject: WPP-GENIC 5914 - REAP Breezewood Hills Solar LLC- Level 3 - Application Fee Required

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

Thank you.



Mary-Margaret Hertz

Director

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

mhertz@crowholdings.com

M: 945.341.2564

From: WP_Interconnection <wp_interconnection@firstenergycorp.com>

Sent: Wednesday, June 11, 2025 11:19 AM

To: Mary-Margaret Hertz <mhertz@crowholdings.com>; Riean Norman <rnorman@crowholdings.com>

Cc: Brian Harper <bharper@secondseasonsolar.com>

Subject: RE: WPP-GENIC 5914 - REAP Breezewood Hills Solar LLC- Level 3 - Application Fee Required

External Email

Hello Mary-Margaret,

We can confirm that we have received your check #80223 in the amount of \$6,350 for the application fee for the REAP Breezewood Hills Solar LLC project. The document has been moved to our queue and will be reviewed in the order in which it was received. You will be notified if any revisions are required when the review is completed. In the meantime, feel free to reach out to us if you have any questions.



West Penn Power Interconnection

wp_interconnection@firstenergycorp.com

800 Cabin Hill Drive, Greensburg, PA 15601 | mailstop: G-CH / Greensburg Corporate Center

FirstEnergy Energy Efficiency is offering a rebate of up to \$500.00 if a no-cost home energy audit is completed prior to the Solar Meter being installed. To apply please visit homeaudit.energysavepa.com or call 866-787-5237.

From: Mary-Margaret Hertz <mhertz@crowholdings.com>
Sent: Monday, June 9, 2025 9:51 AM
To: WP_Interconnection <wp_interconnection@firstenergycorp.com>; Riean Norman <rnorman@crowholdings.com>
Cc: Brian Harper <bharper@secondseasonsolar.com>
Subject: WPP-GENIC 5914 - REAP Breezewood Hills Solar LLC- Level 3 - Application Fee Required

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

Good morning,

We mailed a check via FedEx for the application fees. Tracking (ID# 881843201160) shows that it arrived this morning at 9:39am.

Thank you,



Mary-Margaret Hertz
Director
1530 Wilson Boulevard, Suite 330 | Arlington, VA 22209 (Remote)
mhertz@crowholdings.com
M: 945.341.2564

From: WP_Interconnection <wp_interconnection@firstenergycorp.com>
Sent: Tuesday, May 6, 2025 7:01 AM
To: Riean Norman <rnorman@crowholdings.com>
Cc: Mary-Margaret Hertz <mhertz@crowholdings.com>; Brian Harper <bharper@secondseasonsolar.com>
Subject: WPP-GENIC 5914 - REAP Breezewood Hills Solar LLC- Level 3 - Application Fee Required

External Email

Hello Riean,

We can confirm that we have received an application for the above referenced project however, we have not yet received the application fee. Per our policy, we cannot review an application until the application fee has been paid in full. To move forward with this application, please mail a check in the amount of \$6,350 to the following address at your earliest convenience.

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

Feel free to reach out to us if you have any questions.

Kind Regards,



West Penn Power Interconnection
wp_interconnection@firstenergycorp.com
800 Cabin Hill Drive, Greensburg, PA 15601 | mailstop: G-CH / Greensburg Corporate Center

FirstEnergy Energy Efficiency is offering a rebate of up to \$500.00 if a no-cost home energy audit is completed prior to the Solar Meter being installed. To apply please visit homeaudit.energysavepa.com or call 866-787-5237.

From: Riean Norman <rnorman@crowholdings.com>
Sent: Wednesday, April 30, 2025 12:05 PM
To: WP_Interconnection <wp_interconnection@firstenergycorp.com>
Cc: Mary-Margaret Hertz <mhertz@crowholdings.com>; Brian Harper <bharper@secondseasonsolar.com>
Subject: WPP-GENIC 5914 - REAP Breezewood Hills Solar LLC- Level 3 - Application Fee Required

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

WPP Interconnection Department:

I'm following up on interconnection application referenced below and attached submitted 01/17/25. Will you please provide a status update on the review 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: Riean Norman
Sent: Friday, January 17, 2025 3:06 PM
To: WP_Interconnection <wp_interconnection@firstenergycorp.com>
Subject: Level 3 Interconnection application - REAP Breezewood Hills Solar LLC

WPP Interconnection Department:

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

Once received, please let us know the next steps in the interconnection application 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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FIRSTENERGY INTERCONNECTION APPLICATION
For a Level 2, 3 or 4 Review - Generation Up To 2,000 kW ¹
(To be filled out and submitted prior to installation)

CUSTOMER GENERATOR CONTACT INFORMATION

Legal Name and Mailing Address of Customer-Generator: (if an Individual, Individual's Name)

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Contact Person (If other than Above): _____
Mailing Address (If other than Above): _____
Telephone (Daytime): _____ (Evening): _____
Fax Number: _____ Email: _____

Alternative Contact Information: (if different from Customer-Generator above)

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Fax Number: _____ Email: _____

The Customer-Generator Facility's Information:

Facility Address: _____
City: _____ State: PA Zip Code: _____
Nearest Crossing Street: _____
Electric Distribution Company ("EDC"): Select Utility _____
Account #: _____ Meter #: _____
Existing Service Voltage: _____ VAC Existing Service Capacity: _____ Amps
Current Annual Energy Consumption: _____ kWh Estimated In-service Date: 12/2026
Do you plan to export power? ² Select _____
If Yes, Estimated Maximum: _____ kW_{AC}, Estimated Gross Annual Energy Production: 6,059,063.3
One-line Diagram Attached (Required): Select Site Plan Attached (Required): Select
Energy Source: Select Gross Generator Rating: _____ kW_{AC}
Utility Accessible AC Disconnect or Lock Box: Select _____

Requested Level of Review: Select _____ Type of Generation Equipment: Select

Level 2 Review – Certified, Inverter based, Up to 2,000 kW – Page No 3

Level 3 Review – Up to 2,000 kW that do not meet the requirements for Level 1 Review - Page No 3 or 4

Level 4 Review - Generators that do not qualify for Level 1 or 2 review and do not export power

Less than 10 kW, certified, inverter based, connected to an Area Network – Page No 3

Between 10 & 50 kW, certified, inverter based, connected to an Area Network – Page No 3

Less than 2, 000 kW connected to a radial distribution line – Page No 3 or 4

DocuSign Envelope ID: 5FA7C2DD-94AB-41A4-AAE1-3D938DED3E31

Equipment Installation Contractor: Indicate by owner if applicable Name: TBD

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Fax Number: _____ Email: _____

Electrical Contractor: (If Applicable) Indicate if not applicable Name: TBD

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person (If other than Above): _____

Telephone (Daytime): _____ (Evening): _____

Fax Number: _____ Email: _____

Consulting Engineer: (If Applicable) Indicate if not applicable Name: BL CompaniesMailing Address: 355 Research ParkwayCity: Meriden State: CT Zip Code: 06450Contact Person (If other than Above): Brian PoeltlTelephone (Daytime): 203.608.2442 (Evening): _____Fax Number: 203.630.2615 Email: bpoeltl@blcompanies.com**Application Fee:**

The Applicant shall deposit a not refundable application fee which is approved by the Commission and is listed on the EDC's Website. Depending on the level of review and nature of the energy generating equipment, additional study and review fees, as permitted by Pa regulations may be required and are not a part of the aforementioned application fee. Application Fee Enclosed: Yes Amount: 6,350

Customer-Generator Insurance Disclosure:

General Liability Insurance coverage is not required under Pennsylvania's Net Metering regulations. However, the Customer still has responsibility and/or liability for any damage(s) or injury(ies) caused by the Customer-generator Facility and/or the Customer's Interconnection Facilities. The Customer-Generator is advised to consider obtaining appropriate coverage.

Customer-Generator Signature:

I hereby certify that to the best of my knowledge, all of the information provided in this Application is accurate.

Legal Name of Customer-Generator: REPA Breezewood Hills Solar, L.L.C.Customer-Generator Signature: Laurence Pelosi Date: 12/27/2024Printed Name: Laurence Pelosi Title: Vice President

¹ Customers proposing to install generation greater than 2,000 kW are required to contact their EDC for the appropriate application procedures.

² If net-metering is anticipated, a Net Energy Metering Rider – Application for Service should be submitted with this application.

FIRSTENERGY INTERCONNECTION APPLICATION
Customer-Generator Equipment Information for Inverter Based Systems
(May be applicable to a Level 2, 3 or 4 Review)

DC Source information:Energy Source: Solar (PV)DC Source Rating: 4022 kW_{DC}Nominal DC Voltage: 1500 V_{DC}Ampere Rating: 4950 Amps_{DC}**Inverter Information:**Inverter Manufacturer: SMAInverter Type: Grid InteractiveModel Number of Inverter: 125-US-21Number of Units¹: 24Inverter Rating: 125 kW_{AC}Voltage Rating: 1500 Volts_{AC}Ampere Rating: 151 Amps_{AC}Power Factor: 98.5 %,Number of Phases: ThreeFrequency: 60 Hz,IEEE1547/UL1741 Certification²: YesEvidence of Certification attached: Yes

¹ Attach additional sheets as necessary in the event of multiple units of various types/sizes

² The applicant is encouraged to provide evidence of IEEE1547/UL1741 Test Certification with this application, and may be required to do so in the event such evidence is not readily accessible to the EDC.

FIRSTENERGY INTERCONNECTION APPLICATION

Customer-Generator Equipment Information for Parallel Rotating Equipment Based Systems (May be applicable to a Level 3 or 4 Review)

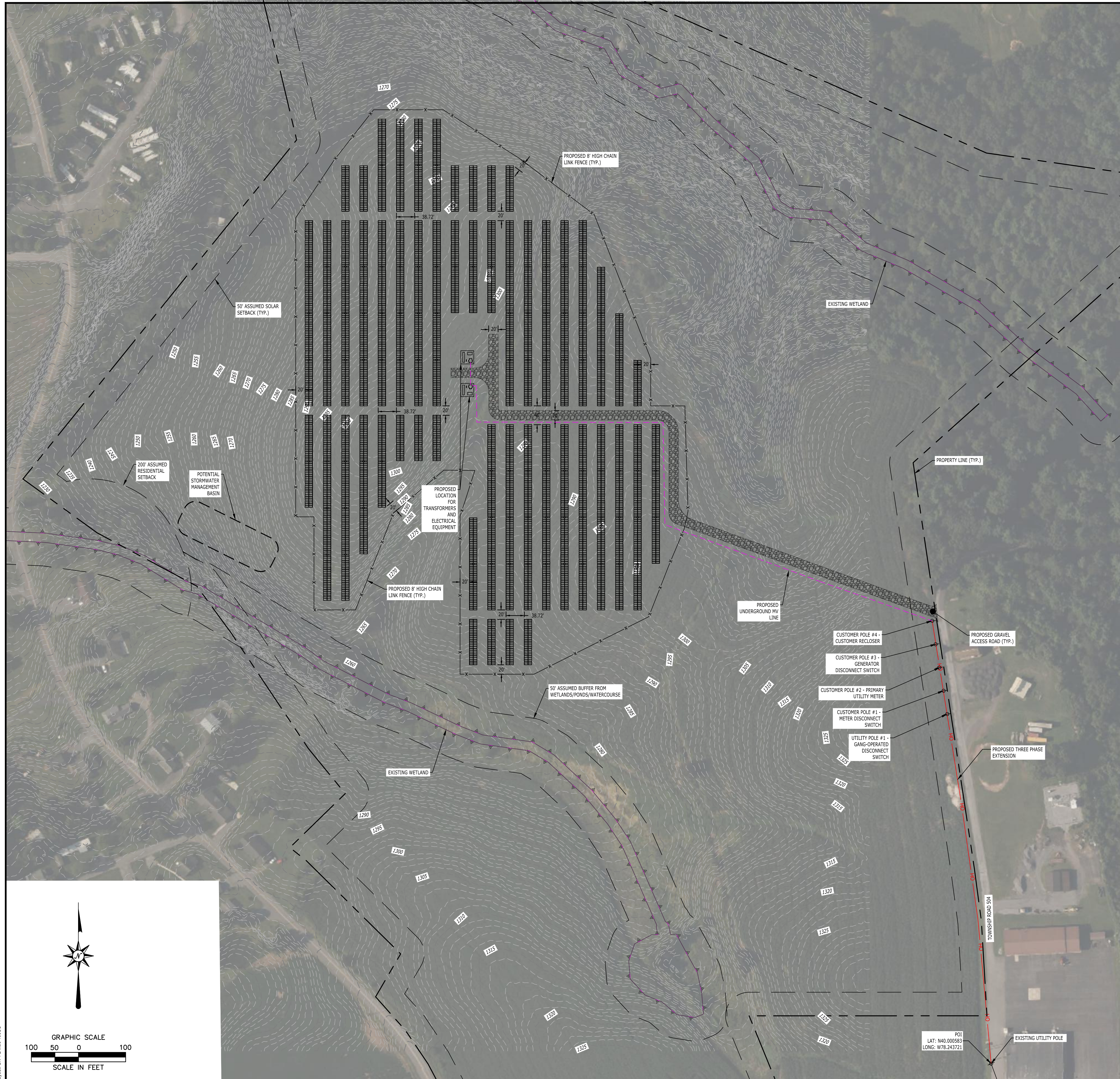
It is anticipated that many projects proposing to utilize directly coupled rotating generation may not have the specific information necessary for the EDC to adequately evaluate the impact of the proposed facility on the EDC's electrical distribution system at the time of the initial application. Often times the equipment for which this information is needed hasn't been specified. The type information necessary may be conveyed during a scoping meeting or other correspondence early on during the project development. Depending on the nature of the project, this is often an iterative process. Different EDC's analytical systems may require that data be provided conforming to specific standard formats which will be conveyed by the EDC. While not all inclusive, examples of the information commonly required are as follows:

For Synchronous Machines: Copies of the Saturation Curve and the Vee Curve - Salient vs. Non-Salient - Torque: (lb-ft) - Rated RPM - Field Amperes at rated generator voltage and current and % PF over-excited - Maximum Leading and Lagging Reactive Output Power - Type of Exciter - Output Power of Exciter - Type of Voltage Regulator - Direct-axis Synchronous Reactance (X_d) ohms - Direct-axis Transient Reactance (X'_d) ohms - Direct-axis Sub-transient Reactance (X''_d) ohms - Rated Nominal Frequency

For Induction Machines: Rotor Resistance (R_r) ohms - Exciting Current (Amps) - Rotor Reactance (X_r) (ohms) - VARs (No Load) - Magnetizing Reactance (X_m) - Stator Resistance (R_s) - VARs (Full Load) - Stator Reactance (X_s) – Short Circuit Reactance (X''_d) - Number of Phases - Frame Size - Design Letter - Temp. Rise °C

Protective Equipment: The Customer Generator shall design a protective scheme that will provide the protective functions specified in IEEE 1547 and submit it to the EDC for review & acceptance. The submittal shall include a single line drawing showing the location of instrument transformers (current and voltage) and the location of the relays, breakers and fuses. Indicate the manufacturer and model number of each type of device. Breaker data shall include continuous and interrupting ampere ratings. If relays are used, indicate function, the tripping source and its voltage.

Isolation Transformer: Manufacturer - Manufacturer reference number - Nominal Voltage Ratio – High / Low Voltage Taps - Number of Units - Rated kVA – Percentage Impedance @ kVA base – High / Low Voltage Winding Configuration

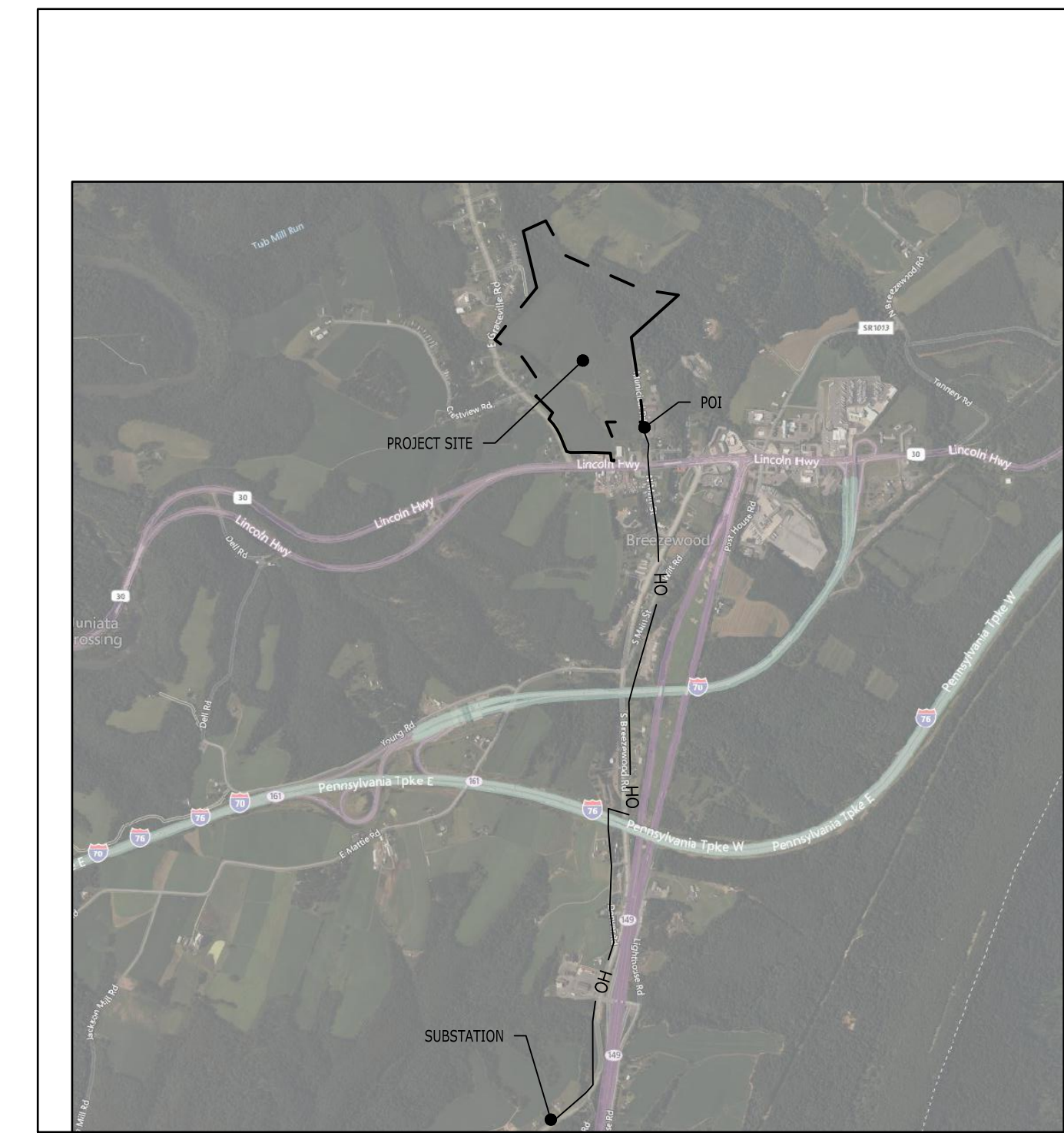


SOLAR ARRAY SYSTEM SPECS

ITEM #	ITEM	PROPOSED
1	SYSTEM STC DC RATING (MW)	4.018
2	SYSTEM AC CAPACITY (MW)	3.000
3	POI DC/AC RATIO	1.34
4	MODULE MODEL	HANWHA Q CELLS Q. PEAK DUO XL-G11.3/BFG 570
5	MODULE STC DC RATING (W)	570
6	MODULE COUNT	7056
7	MODULES DIMENSIONS	2335mmx1134mm
8	INVERTER MODEL	SMA SUNNY HIGHPOWER PEAK3 125-US (2020)
9	INVERTER RATING (KW)	125
10	QUANTITY OF INVERTERS	24
11	TRANSFORMER RATING (KVA)	1500
12	QUANTITY OF TRANSFORMERS	2
13	RACKING SYSTEM	SINGLE AXIS TRACKER
14	MODULE TILT	+/-52°
15	AZIMUTH	180
16	GCR	41
17	ROW-TO-ROW SPACING (L.F.)	38.72
18	PROPERTY AREA (ACRES)	90.09
19	FENCED AREA (ACRES)	16.70
20	FENCING LENGTH (L.F.)	5,040
21	ROADS (L.F.)	1,430
22	PARCEL NUMBER	1.09-0.00-025

CONCEPT PLAN LEGEND

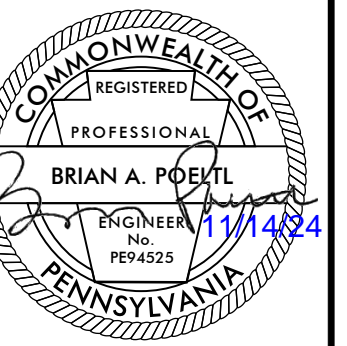
- PROPERTY LINE
- SOLAR SETBACK LINE
- PROPOSED CHAIN LINK FENCE
- PROPOSED OVERHEAD LINE
- EXISTING 3 PHASE OH LINE
- PROPOSED MV LINE
- PROPOSED GRAVEL ACCESS DRIVE
- PROPOSED UTILITY POLE
- SOLAR PANELS
- PROPOSED INVERTERS
- EXISTING WETLAND/POND
- EXISTING NON JURISDICTIONAL WET WEATHER CONVEYANCES



SCALE: 1"=1000'



355 Research Parkway
Meriden, CT 06450
(203) 630-1406
(203) 630-2615 Fax



CROW HOLDINGS RENEWABLES
REPA BREEZEWOOD HILLS SOLAR, LLC
LAT: N40.00385 LONG: W78.24681
150 E GRACEVILLE ROAD
BREEZEWOOD, PENNSYLVANIA 15533

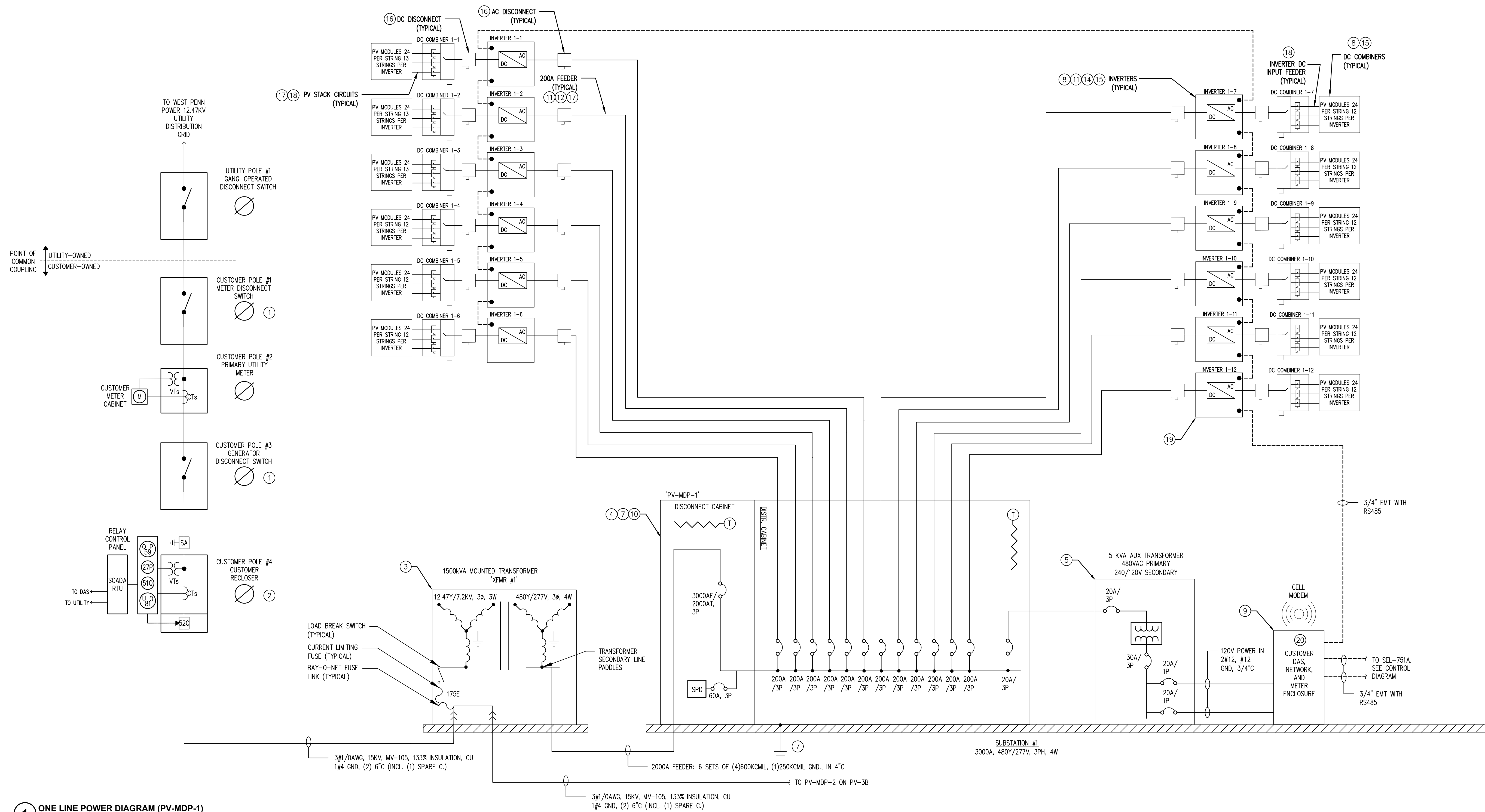
REVISIONS	No.	Date	Desc.
Designed	J.A.G.		
Drawn	J.A.G.		
Reviewed	B.A.P.		
Scale	1"=100'		
Project No.	2402806		
Date	11/08/2024		
CAD File	SK-2402806-01 Breezewood Hills (Color).dwg		

CONCEPT PLAN

Sheet No.

SK-1

Nov 14, 2024 9:26am jgabb libcompanees.com\jgabb\DWG\SK-2402806-01 Breezewood Hills (Color).dwg Layout: SK-1 7/24/24 10:52



1 ONE LINE POWER DIAGRAM (PV-MDP-1)
SCALE: N.T.S.

RISER DIAGRAM KEY NOTES:

- 1 PROVIDE GANG-OPERATED DISCONNECT SWITCH, OUTDOOR OPERATED AND ACCESSIBLE TO UTILITY IF CIRCUMSTANCES OF INSTALL INDICATE GOOD ENGINEERING PRACTICE WOULD LOCATE THE SWITCH AT ANY OTHER LOCATION, THEN PERMISSION FROM UTILITY WILL BE RECEIVED BEFORE PROCEEDING. THE SWITCH SHOULD BE LOCKABLE WITH VISIBLE BREAK. POINT OF COMMON COUPLING WILL BE ON UTILITY SIDE OF DISCONNECT SWITCH.
- 2 PROVIDE CUSTOMER OWNED ELECTRONIC RECLOSER. IT SHALL BE CAPABLE OF DETECTING FAULTS ON THE CUSTOMER'S AND UTILITIES SYSTEMS. THE RECLOSER SHALL SEPARATE THE CUSTOMER GENERATION FROM THE UTILITY SYSTEM EITHER DIRECTLY OR THROUGH AND AUXILIARY DEVICES SUCH AS A CIRCUIT BREAKER.
- 3 PROVIDE PADMOUNTED UTILITY TRANSFORMER: PROVIDE CONCRETE PAD, BOLLARDS, GROUND LOOP PER DESIGN REQUIREMENTS. PROVIDE PRIMARY CONDUIT TO NEW PAD LOCATION. 1500KVA TRANSFORMER, 12.47Y/7.2 KV (GROUNDING PRIMARY), 480Y/277V (SECONDARY), GROUNDING WYE-WYE, 60 HZ, 95 KV BIL, 75deg C, 5.75% NOMINAL IMPEDANCE, BAYONET EXPULSION FUSE IN SERIES WITH CURRENT LIMITING FUSE, RADIAL LOAD BREAK SWITCH, ALUMINUM WINDINGS, VISIBLE BREAK WINDOW. PROVIDE GROUND LOOP. PROVIDE A MINIMUM OF (4) 1/2"x10' COPPER CLAD GROUND RODS AND #3/0 BARE COPPER GROUND LOOP AROUND PERIMETER OF NEW PAD MOUNTED TRANSFORMER; SPACING OF GROUND RODS SHALL BE A MINIMUM OF 10 FEET IN ALL DIRECTIONS; BOND BARE COPPER GROUNDING ELECTRODE CONDUCTOR TO GROUND RODS BY EXOTHERMIC WELD, AND TO NEUTRAL PRIMARY BUS BY MECHANICAL MEANS. PROVIDE #3/0 INSULATED GROUND.
- 4 PROVIDE SWITCHBOARD AND SCADA EQUIPMENT ON CONCRETE PAD WITH BOLLARDS, 3000A, 480Y/277V, 3 PHASE, 4 WIRE MAIN SWITCHBOARD, 3000A PHASE AND NEUTRAL BUS IN ALL SECTIONS, 3000AF/2000AT, 3P MOTOR OPERATED MAIN CIRCUIT BREAKER WITH LSIG TRIP UNIT MAIN SERVICE DISCONNECT SWITCH, AND DISTRIBUTION SECTION WITH ELECTRONIC-TRIP, MOLDED CASE CIRCUIT BREAKERS WITH LSIG TRIP UNITS. PROVIDE EACH SECTION WITH 250W, THERMOSTATICALLY CONTROLLED ENCLOSURE HEATERS, AND ASSOCIATED TRANSFORMER, AND FEEDER REQUIREMENTS INSTALLED ON LOAD SIDE OF

- 5 PROVIDE 5KVA POWER CENTER FOR 120V LOADS ASSOCIATED WITH SWITCHBOARD AND SCADA EQUIPMENT.
- 6 NOT USED.
- 7 PROVIDE A MINIMUM OF (3) 1/2" X10' COPPER CLAD GROUND RODS AND #3/0 BARE COPPER GROUND LOOP AROUND PERIMETER OF NEW ELECTRICAL SWITCHBOARD. SPACING OF GROUND RODS SHALL BE A MINIMUM OF 10 FEET IN ALL DIRECTIONS; BOND BARE COPPER GROUNDING ELECTRODE CONDUCTOR TO GROUND RODS BY EXOTHERMIC WELD, AND TO GROUND BUS BY MECHANICAL MEANS. PROVIDE #3/0 INSULATED GROUND.
- 8 PROVIDE INVERTERS, COMBINER BOXES, AND PANELBOARDS, INCLUDING STRUCTURAL SUPPORTS FOR MOUNTING.
- 9 PROVIDE SCADA EQUIPMENT FOR MONITORING AND METERING OF PV PRODUCTION.
- 10 PROVIDE NAMEPLATE AS WELL AS SIGNAGE ON PV DISTRIBUTION PANEL.

- 11 PROVIDE FEEDERS TO THE INVERTER PANELS FROM THE PV DIST. PANEL UNISTRUT MOUNTED AT THE PV ARRAY. REFER TO INVERTER BANK FEEDER SCHEDULE ON PV-2 FOR CONDUCTOR SIZES. PROVIDE LIQUID TIGHT FITTINGS FOR FEEDER. PROVIDE SIGNAGE.
- 12 REFER TO INVERTER BANK FEEDER SCHEDULE ON PV-2 FOR REQUIREMENTS, WHERE CONDUCTOR SIZE EXCEEDS INVERTER LUG RATING CONTRACTOR SHALL PROVIDE NEMA 3R JUNCTION BOX DIRECTLY BELOW INVERTER AND SHALL SPICE FEEDER TO CONDUCTOR SIZE TO MATCH MAXIMUM RATING OF INVERTER AC TERMINATION LUG AND EXTEND AND TERMINATE AT INVERTER.
- 13 NOT USED.
- 14 PROVIDE GROUND ON AC SIDE OF THE INVERTER ONLY.
- 15 PROVIDE SIGNAGE ON EACH INVERTER AND COMBINER IN COMPLIANCE WITH NEC 690.53 LABELING REQUIREMENTS. AFFIX THE LABEL ADJACENT TO THE DC DISCONNECT OF EACH INVERTER. PROVIDE SIGNAGE ON EACH INVERTER IN COMPLIANCE WITH NEC 690.5(C) LABELING REQUIREMENTS. AFFIX THE LABEL NEAR THE GROUND FAULT INDICATOR AT A VISIBLE LOCATION OF EACH INVERTER.
- 16 PROVIDE AC AND DC DISCONNECTS WITHIN 10' OF INVERTER (AS REQUIRED) AS THEY ARE NOT INTEGRAL TO INVERTER.
- 17 REFER TO "PV STRING FEEDER SCHEDULE" ON PV-2 FOR ADDITIONAL INFORMATION.

- 18 SOLAR PV ARRAY STRING FEEDERS ROUTED THROUGH CONDUIT BELOW GRADE, AND IN WIRE TROUGHS (PROVIDED WITH MODULE SUPPORT STRUCTURE). REFER TO LAYOUTS ON SITE PLAN FOR ADDITIONAL INFORMATION. REFER TO "PV STRING FEEDER SCHEDULE" ON PV-2 FOR WIRE TYPE AND SIZING BASED ON LENGTH OF RUN. REFER TO SE SERIES FOR ADDITIONAL REQUIREMENTS.
- 19 PROVIDE WITH INTEGRAL OPS FLEX GATEWAY IN LAST INVERTER ONLY FOR COMMUNICATION CONNECTION TO THE DAS (ALSOENERGY).
- 20 PROVIDE COMMUNICATION SYSTEM CONNECTING ALL INVERTERS BACK TO SCADA EQUIPMENT NEAR SWITCHBOARD. WEST PENN POWER SHALL USE SCADA COMMUNICATION PORT FOR INSTALLATION OF A DER MANAGEMENT DEVICE.

GENERAL NOTES:

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- 3. ALL WORK SHALL BE IN STRICT ACCORDANCE WITH THE LATEST ADOPTED VERSIONS OF ALL LOCAL, STATE, AND NATIONAL CODES, INCLUDING ALL ORDINANCES AND LAWS APPLICABLE TO THIS JURISDICTION.
- 4. ALL CONNECTIONS AND CONFIGURATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S WIRING DIAGRAMS AND INSTALLATION INSTRUCTIONS.
- 5. POLARITY OF ALL COMPONENTS SHALL MATCH DESIGNATIONS AS DIRECTED BY MANUFACTURER'S REPRESENTATIVE.

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CROW HOLDINGS RENEWABLES
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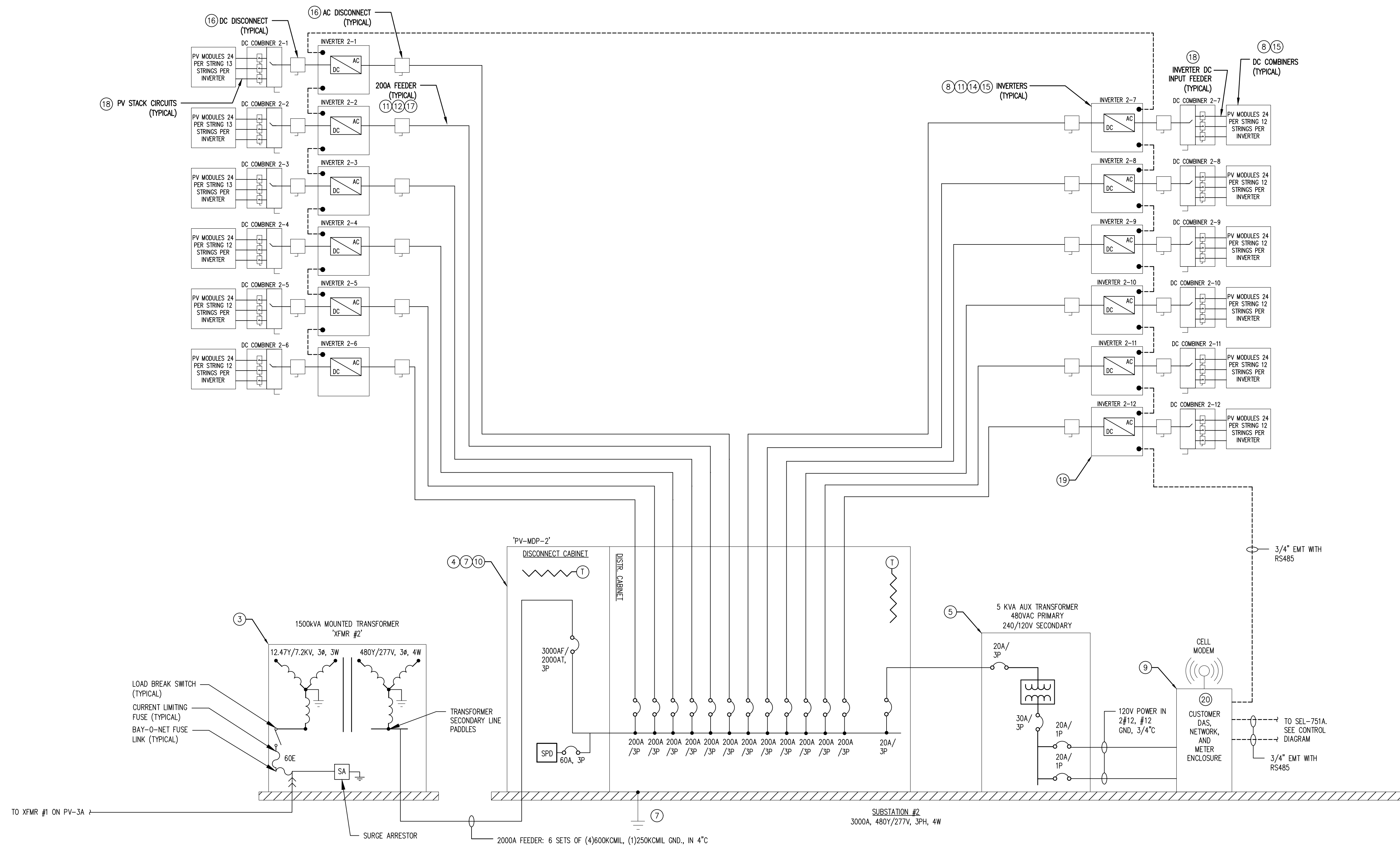
Revisions

No.	Date	Desc.

Designed: MNL
Drawn: MNL
Reviewed: BAP
Scale: N.T.S.
Project No: 2402565
Date: 10/18/2024
CAD File

Title: **SINGLE LINE DIAGRAM**

Sheet No. **SK-3A**



1 ONE LINE POWER DIAGRAM (PV-MDP-2)
SCALE: N.T.S.

RISER DIAGRAM KEY NOTES:

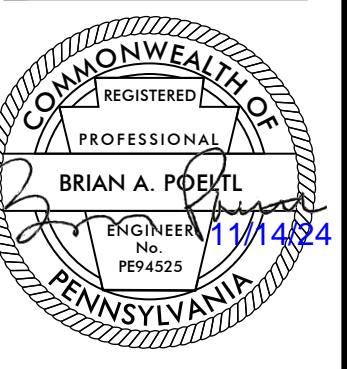
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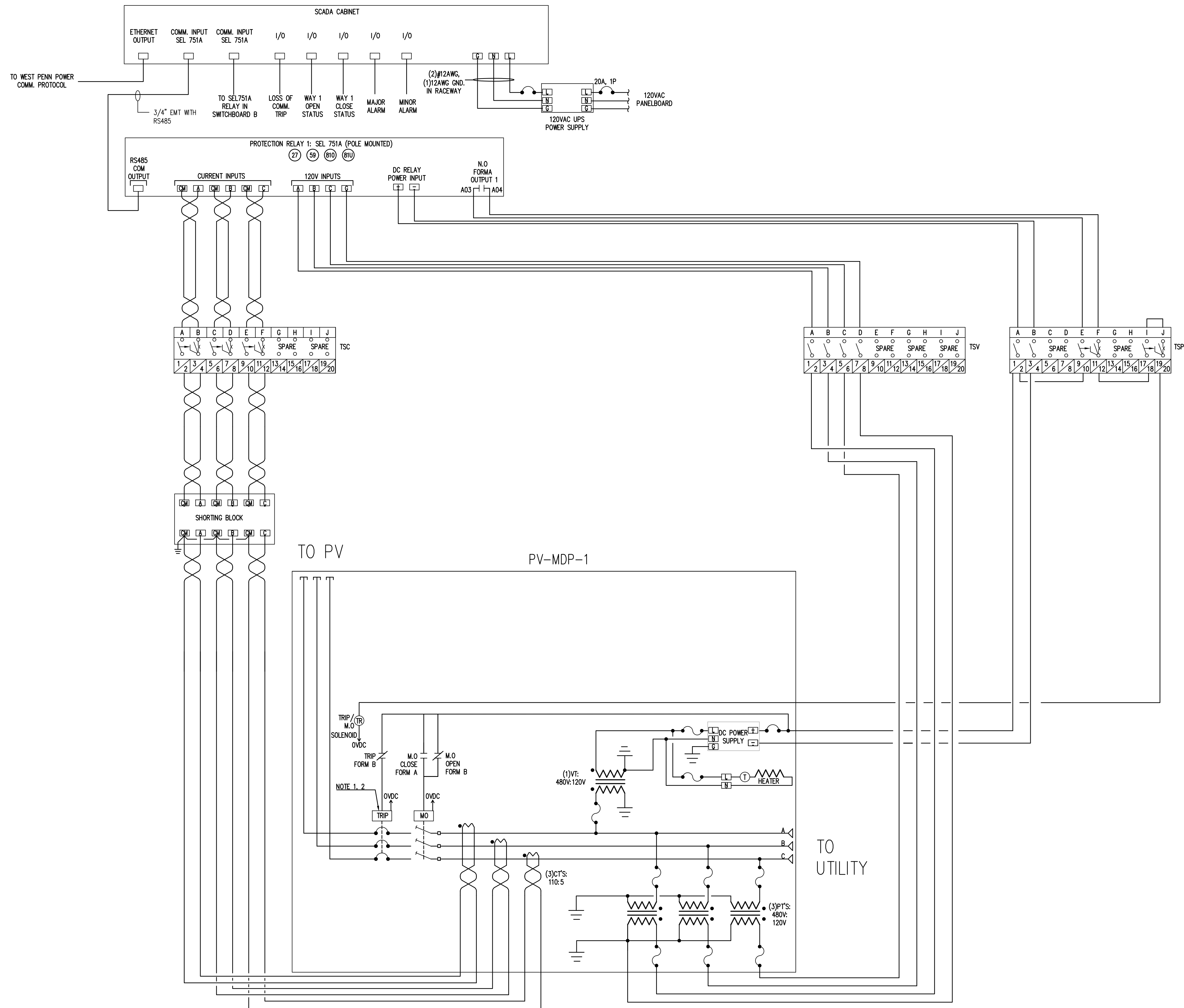


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REVISIONS	No.	Date	Desc.

Designed: MAA
Drawn: MAA
Reviewed: BAP
Scale: N.T.S.
Project No.: 2402565
Date: 10/18/2024
CAD File:

Title:
SINGLE LINE DIAGRAM
Sheet No.:
SK-3B



LEGEND - SCADA SCHEMATIC

L	LINE
N	NEUTRAL
G	GROUND
- -	CONTACT
V	VOLTS
	RESISTIVE HEATER AND THERMOSTAT
	CURRENT TRANSFORMER
	POTENTIAL TRANSFORMER
	VOLTAGE TRANSFORMER
	GROUND
	FUSE
	RELAY COIL
	SOLENOID
	MOTOR OPERATOR
	FAULT INTERRUPTER
TSC	TEST SWITCH: CURRENT
TSV	TEST SWITCH: VOLTAGE
TSPC	TEST SWITCH: PROTECTION AND CONTROL
[CM]	COMMON
[A]	PHASE A
[B]	PHASE B
[C]	PHASE C
	SHORTING SWITCH
	VOLTAGE SWITCH
DC	DIRECT CURRENT

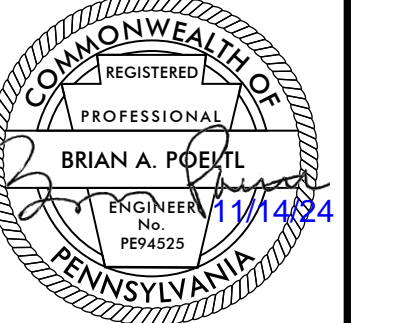
NOTES:

- ELECTROMECHANICAL SOLENOID TO OPEN/CLOSE MV CIRCUIT BREAKER. WHEN PROTECTION RELAY IS POWERED, OUTPUT 1 IS CLOSED, VOLTAGE IS SUPPLIED TO ELECTROMECHANICAL SOLENOID, AND WAY 1 CIRCUIT BREAKER IS MAINTAINED CLOSED.
- WHEN PROTECTION RELAY LOSES POWER, OR OUTPUT 1 IS OPEN DUE TO A PROTECTION ELEMENT FAULT, OR TRANSFER TRIP RELAY IS OPEN DUE TO UTILITY SIGNAL, VOLTAGE IS REMOVED FROM THE ELECTROMECHANICAL SOLENOID, AND WAY 1 CIRCUIT BREAKER IS OPENED FOR FAIL SAFE OPERATION.
- THE SEL 751 RELAY TRIPS THE VACUUM BOTTLE BY OPENING OUTPUT 1.
- THE SEL RELAY INPUT AND OUTPUT CONTACTS ARE WIRED TO THE MOTOR FOR STATUS AND COMMAND REQUIREMENTS. THE SEL RELAY GIVES THE COMMAND TO OPEN THE MOTOR AFTER THE RELAY TARGET HAS OCCURRED, AND THE VACUUM BOTTLE HAS TRIPPED, WHICH THEN RESETS THE VACUUM BOTTLE CONTACTS.
- ONCE THE RELAY TARGET HAS BEEN RESET FOR A SPECIFIED TIME PERIOD THE MOTOR CAN CLOSE THE SWITCH AUTOMATICALLY.
- IF A FAULT TARGET OCCURS THE MOTOR WILL OPEN THE SWITCH AND THE SWITCH WILL RE-CLOSE MANUALLY.

1 PROTECTION, CONTROL, SCADA SCHEMATIC
SCALE: N.T.S.



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REVISIONS
No. Date Desc.

Designed: MML
Drawn: MAL
Reviewed: BAP
Scale: N.T.S.
Project No.: 2402565
Date: 10/18/2024
CAD File:

Title
SCADA CONTROL DIAGRAM

Sheet No.

SK-4



SUNNY HIGHPOWER PEAK3 125-US / 150-US

SHP 125-US-20 / SHP 150-US-20



Cost effective

- Modular architecture reduces BOS and maximizes system uptime
- Compact design and high power density maximize transportation and logistical efficiency

Maximum flexibility

- Scalable 1,500 VDC building block with best-in-class performance
- Flexible architecture creates scalability while maximizing land usage

Simple install, commissioning

- Ergonomic handling and simple connections enable quick installation
- Centralized commissioning and control with SMA Data Manager

Highly innovative

- SMA Smart Connected reduces O&M costs and simplifies field-service
- Powered by award winning ennexOS cross sector energy management platform

SUNNY HIGHPOWER PEAK3 125-US / 150-US

A superior modular solution for utility power plants

The new Sunny Highpower PEAK3 is SMA's latest addition to a comprehensive portfolio of utility solutions. This 1,500 VDC inverter offers high power density in a modular architecture that achieves a cost-optimized solution for utility-scale PV integrators. With fast, simple installation and commissioning, the Sunny Highpower PEAK3 is accelerating the path to energization. SMA has also brought its field-proven Smart Connected technology to the PEAK3, which simplifies O&M and contributes to lower lifetime service costs. The PEAK3 utility system solution is powered by the ennexOS cross sector energy management platform, 2018 winner of the Intersolar smarter E AWARD.

Technical Data *	Sunny Highpower PEAK3 125-US	Sunny Highpower PEAK3 150-US
Input (DC)		
Maximum array power	187500 W _p STC	225000 W _p STC
Maximum system voltage	1500 VDC	
MPP voltage range	710 V ... 1425 V	855 V ... 1425 V
MPP trackers	1	
Maximum operating input current	180 A	
Maximum input short-circuit current	325 A	
Output (AC)		
Nominal AC power	125000 W	150000 W
Maximum apparent power	125000 VA	150000 VA
Output phases / line connections	3 / 3-PE	
Nominal AC voltage	480 V	600 V
Compatible transformer winding configuration	Wye-grounded	
Maximum output current	151 A	
Rated grid frequency	60 Hz	
Grid frequency / range	50 Hz, 60 Hz / -6 Hz ... +6 Hz	
Power factor at rated power / adjustable displacement	1 / 0.0 leading ... 0.0 lagging	
Harmonics (THD)	<3%	
Efficiency		
CEC efficiency (preliminary)	98.5 %	98.5 %
Protection and safety features		
Ground fault monitoring: Riso / Differential current	● / ●	
DC reverse polarity protection	●	
AC short circuit protection	●	
Monitored surge protection (Type 2): DC / AC	● / ●	
Protection class / overvoltage category (as per UL 840)	I / IV	
General data		
Device dimensions (W / H / D)	770 / 830 / 444 mm (30.3 / 32.7 / 17.5 in.)	
Device weight	85 kg (185 lbs)	
Operating temperature range	-25°C ... +60°C (-13°F ... +140°F)	
Storage temperature range	-40°C ... +70°C (-40°F ... +158°F)	
Audible noise emission (full power @ 1m and 25°C)	< 65 dB(A)	
Internal consumption at night	< 5 W	
Topology	Transformerless	
Cooling concept	OptiCool (forced convection, variable speed fans)	
Enclosure protection rating	Type 4X (as per UL 50E)	
Maximum permissible relative humidity (non-condensing)	100%	
Additional information		
Mounting	Rack mount	
DC connection	Terminal lugs - up to 600 kcmil CU/AL	
AC connection	Screw terminals - up to 300 kcmil CU/AL	
LED indicators (Status/Fault/Communication)	●	
SMA Speedwire (Ethernet network interface)	● (2 x RJ45 ports)	
Data protocols: SMA Modbus / SunSpec Modbus / Webconnect	● / ● / ●	
OptiTrac Global Peak (shade tolerant MPP tracking)	●	
PID Mitigation Solution	○	
Integrated Plant Control / Q on Demand 24/7	● / ●	
Off-grid capable / SMA Fuel Save Controller compatible	● / ●	
SMA Smart Connected (proactive monitoring and service)	●	
Certifications (pending as of June 2018)		
Certifications and approvals	UL 1741, UL 1998, IEEE 1547, CAN/CSA-C22.2 No.62109	
FCC compliance	FCC Part 15, Class A	
Grid interconnection standards	UL 1741 SA - CA Rule 21, HECO Rule 14H, PRC-024-02	
Advanced grid support capabilities	L/HVRT, L/HVRT, Volt-VAr, Volt-Watt, Frequency-Watt, Ramp Rate Control, Fixed Power Factor	
Warranty		
Standard	5 years	
Optional extensions	10 / 15 / 20 years	
Type designation	SHP 125-US-20	SHP 150-US-20
* Preliminary data as of June 2018	● Standard features	○ Optional features

SHP_PEAK3AUS18242 - Changes to products and services, including those resulting from country-specific requirements, as well as deviations from technical data are subject to change at any time without notice. SMA assumes no liability for typographical or other errors. Please visit www.SMA-Solar.com for the latest information.

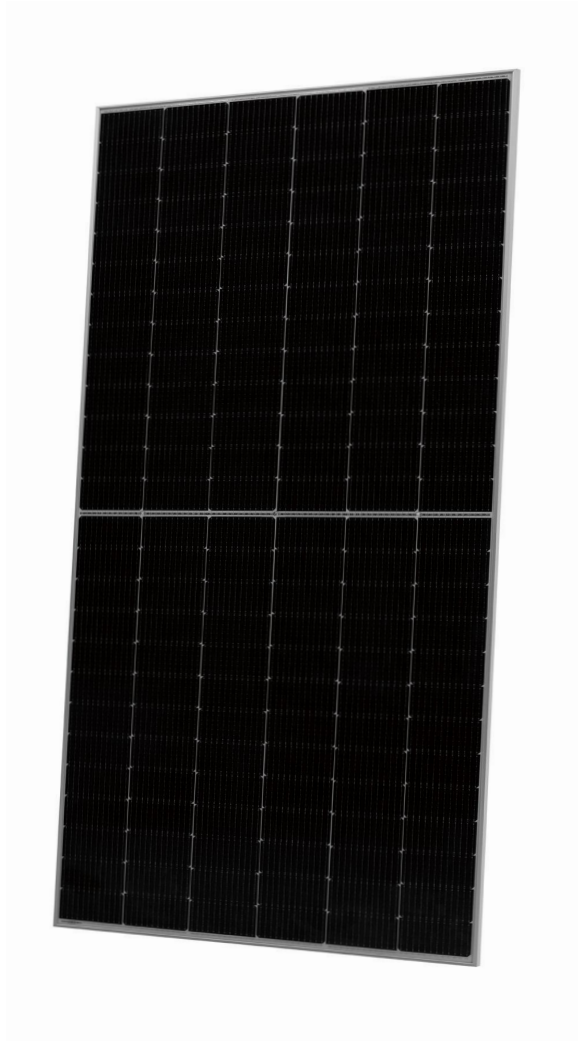
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Q.PEAK DUO XL-G11 SERIES



570 - 590 Wp | 156 Cells
21.5 % Maximum Module Efficiency

MODEL Q.PEAK DUO XL-G11.3
Q.PEAK DUO XL-G11.7



Breaking the 21% efficiency barrier

Q.ANTUM DUO Z technology with zero gap cell layout boosts module efficiency up to 21.5%.



Enduring high performance

Long-term yield security with Anti LeTID Technology, Anti PID Technology¹ and Hot-Spot Protect.



Low electricity generation costs

Higher yield per surface area, lower BOS costs and up to 175 watts more module power than standard 144 half-cell modules.



Extreme weather rating

High-tech aluminium alloy frame, certified for high snow (5400 Pa) and wind loads (2400 Pa).



A reliable investment

Inclusive 12-year product warranty and 25-year linear performance warranty².



State of the art module technology

Q.ANTUM DUO combines cutting edge cell separation and innovative 12-busbar design with Q.ANTUM Technology.

¹ APT test conditions according to IEC/TS 62804-1:2015, method A (-1500 V, 96 h)

² See data sheet on rear for further information.

The ideal solution for:

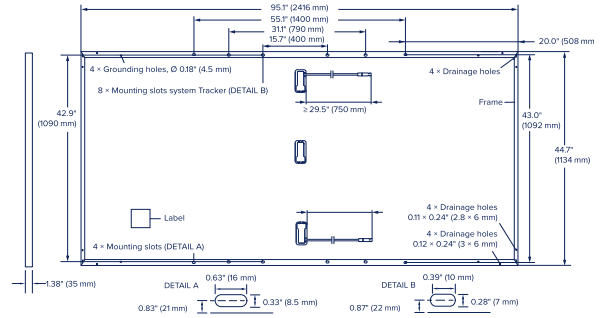
 Ground mounted



Q.PEAK DUO XL-G11 SERIES

Mechanical Specification

Format	95.1 in × 44.6 in × 1.38 in (including frame) (2416 mm × 1134 mm × 35 mm)
Weight	67.7 lbs (30.7 kg)
Front Cover	0.13 in (3.2 mm) thermally pre-stressed glass with anti-reflection technology
Back Cover	Composite film
Frame	Anodised aluminium
Cell	6 × 26 monocrystalline Q.ANTUM solar half cells
Junction box	2.09-3.98 in × 1.26-2.36 in × 0.59-0.71 in (53-101 mm × 32-60 mm × 15-18 mm), Protection class IP67, with bypass diodes
Cable	4 mm ² Solar cable; (+) ≥ 29.5 in (750 mm), (-) ≥ 13.8 in (350 mm)
Connector	Stäubli MC4-Evo2, Hanwha Q CELLS HQC4; IP68



Electrical Characteristics

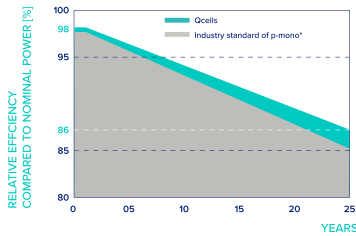
POWER CLASS		570	575	580	585	590	
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC ¹ (POWER TOLERANCE +5 W/-0 W)							
Minimum	Power at MPP ¹	P_{MPP} [W]	570	575	580	585	590
	Short Circuit Current ¹	I_{SC} [A]	13.49	13.51	13.54	13.57	13.59
	Open Circuit Voltage ¹	V_{OC} [V]	53.59	53.62	53.64	53.67	53.70
	Current at MPP	I_{MPP} [A]	12.82	12.87	12.92	12.97	13.01
	Voltage at MPP	V_{MPP} [V]	44.46	44.68	44.90	45.12	45.33
	Efficiency ¹	η [%]	≥ 20.8	≥ 21.0	≥ 21.2	≥ 21.4	≥ 21.5

MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT²

Minimum	Power at MPP	P_{MPP} [W]	427.6	431.4	435.1	438.9	442.6
	Short Circuit Current	I_{SC} [A]	10.87	10.89	10.91	10.93	10.95
	Open Circuit Voltage	V_{OC} [V]	50.54	50.56	50.59	50.62	50.64
	Current at MPP	I_{MPP} [A]	10.09	10.13	10.17	10.22	10.26
	Voltage at MPP	V_{MPP} [V]	42.39	42.58	42.77	42.96	43.14

¹Measurement tolerances $P_{MPP} \pm 3\%$; I_{SC} ; $V_{OC} \pm 5\%$ at STC; 1000 W/m², 25 ± 2 °C, AM 1.5 according to IEC 60904-3 • ²800 W/m², NMOT, spectrum AM 1.5

Qcells PERFORMANCE WARRANTY

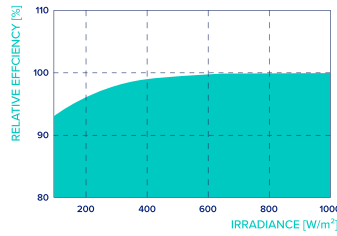


At least 98% of nominal power during first year. Thereafter max. 0.5% degradation per year. At least 93.5% of nominal power up to 10 years. At least 86% of nominal power up to 25 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Qcells sales organisation of your respective country.

¹Standard terms of guarantee for the 5 PV companies with the highest production capacity in 2021 (February 2021)

PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m²).

TEMPERATURE COEFFICIENTS

Temperature Coefficient of I_{SC}	α [%/K]	+0.04	Temperature Coefficient of V_{OC}	β [%/K]	-0.27
Temperature Coefficient of P_{MPP}	γ [%/K]	-0.34	Nominal Module Operating Temperature	NMOT [°F]	109 ± 5.4 (43 ± 3 °C)

Properties for System Design

Maximum System Voltage	V_{SYS} [V]	1500	PV module classification	Class II
Maximum Series Fuse Rating	[A DC]	25	Fire Rating based on ANSI/UL 61730	TYPE 1
Max. Design Load, Push/Pull ³	[lbs./ft ²]	75 (3600 Pa)/33 (1600 Pa)	Permitted Module Temperature on Continuous Duty	-40 °F up to +185 °F (-40 °C up to +85 °C)
Max. Test Load, Push/Pull ³	[lbs./ft ²]	113 (5400 Pa)/50 (2400 Pa)		

³ See Installation Manual

Qualifications and Certificates

Quality Controlled PV -
TUV Rheinland;
IEC 61215:2016;
IEC 61730:2016.
This data sheet complies with DIN EN 50380.



Gregg B. Colton
65 South Pfeifferhorn Drive,
Alpine, Utah 84004
801-971-8766

December 23, 2024

Pursuant Energy Partners
Attn: Kevin Songer
1751 Scarlett Drive
Pittsburgh, PA 15241

RE: Breezewood, PA
Crow Holdings Solar Option Agreement

Dear Mr. Songer,

Enclosed are the original pages to the Solar Option Agreement revised and updated as of 12/4/2024 covering the property we own in Breezewood, PA. Mike Slusarick asked that I send them to you. The following pages included herein are:

- Page 6 (initial page)
- Signature Page to Option Agreement
- Exhibit D to Option Agreement (notarized signature pages)

Let me know if you should need anything else.

Best Regards,



Gregg B. Colton
gbcolton@piol.com

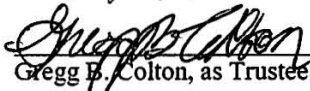
IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have executed this Agreement on the date written above.

“Owner”


Gregg B. Colton, as Trustee of The Gregg B. Colton Trust dated 10/10/2011


Cindy H. Colton, as Trustee of The Gregg B. Colton Trust dated 10/10/2011


Cindy H. Colton, as Trustee of The Cindy H. Colton Trust dated 10/10/2011


Gregg B. Colton, as Trustee of The Cindy H. Colton Trust dated 10/10/2011

Ryan C. Scott

Katherin M. Scott

Henson William, LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

“Optionee”

_____,
a _____ limited liability company

By: _____
Name: _____
Title: _____

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:

Gregg B. Colton

Gregg B. Colton, as Trustee of the Gregg B. Colton Trust dated 10/10/2011

Cindy H. Colton

Cindy H. Colton, as Trustee of the Gregg B. Colton Trust dated 10/10/2011

Cindy H. Colton

Cindy H. Colton, as Trustee of the Cindy H. Colton Trust dated 10/10/2011

Gregg B. Colton

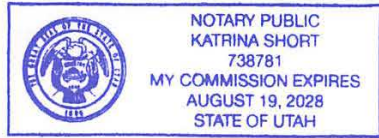
Gregg B. Colton, as Trustee of the Cindy H. Colton Trust dated 10/10/2011

Commonwealth of Pennsylvania Utah :
County of Salt Lake :

This instrument was acknowledged before me on October 30, 2024 by Gregg B. Colton and Cindy H. Colton (names of persons) as Trustees (type of authority, e.g., officer, trustee, etc.) of The Gregg B. Colton Trust dated 10/10/2011 and The Cindy H. Colton Trust dated 10/10/2011 (name of party on behalf of whom instrument was executed).

Katrina Short
(Signature of Notary Public)

(Seal)



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	<u>12 / 11</u> 2024.
OWNER	<p>Gregg B. Colton and Cindy H. Colton, as Trustees of The Gregg B. Colton Trust, dated 10/10/2011, as to an undivided 25% interest.</p> <p>Cindy H. Colton and Gregg B. Colton, as Trustees of The Cindy H. Colton Trust, dated 10/10/2011, as to an undivided 25% interest.</p> <p>Ryan C. Scott and Katherine M. Scott, husband and wife, as tenants by the entirety, as to an undivided 40.9091% interest.</p> <p>Henson William, LLC, a Colorado limited liability company, as to an undivided 9.0909% interest. All as tenants in common.</p>
OPTIONEE	CH Renewables Acquisitions, LLC, a Delaware limited liability company.
PROPERTY	That real property consisting of the parcel(s) located in East Providence Township, County of Bedford 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 Forty-One and Eighty-Two Hundredths (41.82) 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 Five Thousand and 00/100 Dollars (\$5,000.00) for the first option year, Seven Thousand and 00/100 Dollars (\$7,000.00) for the second option year, Fifteen Thousand and 00/100 Dollars (\$15,000.00) for the third option year, Twenty Thousand and 00/100 Dollars (\$20,000.00) for the fourth option year, Twenty Thousand and 00/100 Dollars (\$20,000.00) for the fifth option year (if applicable), 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 ”).

Exhibit A to Option Agreement**Legal Description of Property****PIN: 1.09-0.00-25**

ALL those certain lots, tracts or parcels of ground lying and being situate in the Township of East Providence, County of Bedford and Commonwealth of Pennsylvania, more particularly bounded and described as follows: TRACT NO. 1: BEGINNING at the northwest corner, said corner being marked by a white oak tree; thence by; lands now or formerly of Elmer Truax, North 72' 38' East 21 rods to a post on the east bank of a run; thence by lands now or formerly of Norman Steele and Daniel R. Wilt, South 25' 15' East 38 rods to a stake; thence by said land now or formerly of Wilt, South 58° 15' East 59.5 rods to a stake; and thence by said land now or formerly of Wilt and land now or formerly of Mrs. Elmer Feight, South 69° 55' East 44.4 rods to a fence post; thence by lands now or formerly of Irvin Foor, South 52° 57' West, crossing a small run, 52.6 rods to a pine snag; thence by the same, South 3° 00' East 56.6 rods to a stake; thence by the same and other lands now or formerly of Daniel R. Wilt, South 4° 45' West 15.66 rods to a stake; thence by the residue of said tract, South 85' 25' West 29.25 rods to a stake; thence by the same, South 20' 55' East 20.2 rods to a stake in a field, said stake being in line with the north end of the barn and 30.3 feet from same; thence by said land, South 8' 35' East 112.4 feet to a stake on the south side of a wood shed; thence by lot now or formerly of Harry Rhea, North 87' 26' West 78.5 feet to an iron pin; thence by the same, South 3° 45' West 77.5 feet to an iron pin on the north right of way line of the Lincoln Highway; thence by said highway, North 85° 45' West 18.35 feet to an iron pin; thence by the Election House lot, North 4° 45'

West 45 feet to an iron pipe; thence by the same, North 85' 45' West 30 feet to an iron pin; and thence by the same, South 4' 45' East 45 feet to an iron pin on the above right of way line; thence by said highway, North 85° 45' West 10 feet to an iron pin, the southeast corner of the Lutheran Parsonage lot; thence by said lot, North 4° 45' West 159.4 feet to a post near the northeast corner of a garage; thence along the north line of the following lots: Lutheran Parsonage, Lee Swartzwelder, Mrs. Edgar Swartzwelder, and Norman Steele, North 83' 25' West 35.4 rods to a post; thence by said lot now or formerly of Steele, North 57° West 4.0 rods to a post on the east line of the State Highway leading from Breezewood to Graceville; thence by said highway, North 7° 55' West 17.7 rods to a post; thence by the same, North 39° 30' West 48.7 rods to a stake; thence by the same, North 24° 55' West 6.9 rods to a stake, a corner of lot sold to Dale Ritchey; thence by said lot North 6° 55' West 29.4 rods to a post; thence by the same, North 69° 35' West 13.2 rods to an iron post on the west side of said highway, a corner of lands now or formerly of Elmer Truax; thence by the same, North 39° East, recrossing said highway, 8.1 rods to a post; thence by the same, North 49' 15' East 43 rods to a post; and thence by the same, North 5° 18' West 64.9 rods to the place of BEGINNING. CONTAINING 91.46 acres. THERE IS INCLUDED IN THE ABOVE LEGAL DESCRIPTION, BUT EXPRESSLY EXCEPTED AND EXCLUDED from this conveyance, seven (7) tracts of real estate described as follows: 1. Tract of real estate containing 1.4 acres, net, conveyed in a deed from Glenn E. Mellott and Mary A. Mellott, his wife to Dale T. Ritchey, dated September 2, 1950, and recorded in Bedford County Deed Book 247, page 126. 2. Tract of real estate containing 0.338-acre, net, conveyed in a deed from Glenn E. Mellott and Mary A. Mellott, his wife, to Albert Porter and Florence A. Porter, his wife, dated June 3, 1952, and recorded in Bedford County Deed Book 250, page 173. 3. Tract of real estate containing 0.032 acre, conveyed in a deed from Glenn E. Mellott and Mary A. Mellott, his wife, to Albert Porter and Florence A. Porter, his wife, dated April 1, 1954, and

recorded in Bedford County Deed Book 253, page 414. 4. Tract of real estate containing 0.776 acre, conveyed in a deed from Glenn E. Mellott and Mary A. Mellott, his wife, to Robert D. Feight and Rachel Feight dated August 1, 1957, and recorded in Bedford County Deed Book 261, page 502. 5. Tract of real estate containing 0.428 acre, conveyed in a deed from Glenn E. Mellott and Mary A. Mellott, his wife, to Albert Porter, dated August 1, 1957, and recorded in Bedford County Deed Book 262, page 282. 6. Tract of real estate containing 0.685-acre, net, conveyed in a deed from Glenn E. Mellott and Mary A. Mellott, his wife, to Russell J. Ramsey and Marden I. Ramsey, his wife, dated September 23, 1959, and recorded in Bedford County Deed Book 265, page 544. 7. Tract of real estate containing 0.674 acre, more or less, conveyed in a deed from Glenn E. Mellott and Mary A. Mellott, his wife, to Charles O. Price and Phyllis E. Price, his wife, dated September 17, 1991, and recorded in Bedford County Record Book 464, page 184. TRACT NO. 2: BEGINNING at a stake at the northeast corner hereof, thence South $4\frac{3}{4}$ West 260.70 feet to a stake at the corner of lot now or formerly of Susan Nevitt; thence South 88° West 79 feet; thence South $3\frac{1}{2}$ West 70.5 feet; thence South 88° West 123.2 feet to a point; thence South 5° West 250 feet to a point in or on the right of way of the Lincoln Highway; thence along said highway, North $84\frac{1}{2}''$ West 100.3 feet to the corner of lot now or

formerly of Harry Rhea; thence by said lot, North $3\frac{3}{4}$ East 95 feet; thence by lands now or formerly of Glenn E. Mellott, et ux., North $8^{\circ} 35'$ West 112.4 feet to a stake; thence by the same, North $20^{\circ} 55'$ West 333.3 feet to a stake; thence by the same, North $85^{\circ} 25'$ East 482.62 feet to the place of BEGINNING. CONTAINING 3.47 acres. FOR SOURCE of above description see draft of record with the deed of Carey T. Layton and Rhoda Layton, his wife, to Glenn Mellott and Mary Mellott, his wife, of record in Deed Book 247; page 60. FOR A FURTHER description of the premises hereby conveyed, see deed of Mary A. Rhea to Carey Layton, recorded in Bedford County Deed Book 199, at page 38, and draft attached to deed of Carey T. Layton, et ux. to Glenn E. Mellott, et ux., dated July 20, 1950, and recorded in Bedford County Deed Book 247, page 60. THERE IS INCLUDED IN THE ABOVE LEGAL DESCRIPTION, BUT EXPRESSLY EXCEPTED AND EXCLUDED from this conveyance that portion of the above-described premises, being 0.217-acre, which Glenn Mellott and Mary Mellott, his wife, by their deed dated January 3, 1978, and recorded in Bedford County Deed Book 335, page 572, conveyed to Richard P. Chiapelli. TRACT NO. 3: FRONTING 75 feet on the north side of the Lincoln Highway and adjoining the Election House property on the West, 48 feet, and lands now or formerly of Glenn E. Mellott, et ux. on the West, 25 feet; thence a distance of 8 feet adjoining lands now or formerly of Glenn E. Mellott, et ux. on the West and on the North; thence on the North by lands now or formerly of Glenn E. Mellott, et ux., a distance of 74 feet to the eastern line of land now or formerly of Glenn E. Mellott, et ux.; and thence along said line now or formerly of Glenn E. Mellott, et ux., a distance of 79 feet to the Lincoln Highway, the place of BEGINNING. BOUNDED on the North and East by lands now or formerly of Glenn E. Mellott, et ux., on the South by the Lincoln Highway, and on the West by lands now or formerly of Glenn E. Mellott, et ux. and the Election House property. Having thereon erected a dwelling house and small outbuildings. TRACT NO. 4: BEGINNING at a post on the north side of the Lincoln Highway; thence along an alley, North $4^{\circ} 54'$ West 45 feet to a post; thence South $86^{\circ} 26'$ East 30 feet to a post; South $4^{\circ} 54'$ East 45 feet to a post by the Lincoln Highway; thence North $86^{\circ} 26'$ West 30 feet to the place of BEGINNING. CONTAINING 1,341 square feet. SAVING AND EXCEPTING FROM THE ABOVE TRACTS OF LAND, all that tract of real estate containing 1.457 acres, more or less, conveyed in a Deed from Marcia G. Ritchey and Daniel Ritchey, husband and wife, to PTV 1016, LLC, a Pennsylvania limited liability company, dated January 10, 2018, and recorded in Bedford County Record Book 1616, Page 745. Parcel No(s): 1.09-0.00-025 (Control No. 250-084186), 1.09-0.00-025 (Control No. 250-016524), 1.09-A.07-006 (Control No. 250-016249) and 1.09-A.07-008 (Control No. 250-16522)

Name: _____
Title: _____

Commonwealth of Pennsylvania :
County of _____ :

This instrument was acknowledged before me on _____, 2024 by
_____ (names of persons) as
_____ (type of authority, e.g., officer, trustee, etc.) of Henson
William, LLC, a Colorado limited liability company (name of party on behalf of whom instrument was
executed).

(Seal)

(Signature of Notary Public)

TENANT

CH Renewables Acquisitions, LLC,
A Delaware limited liability company

By: _____

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

LANDLORD

_____,
Gregg B. Colton, as Trustee of the Gregg B. Colton Trust dated 10/10/2011

_____,
Cindy H. Colton, as Trustee of the Gregg B. Colton Trust dated 10/10/2011

_____,
Cindy H. Colton, as Trustee of the Cindy H. Colton Trust dated 10/10/2011

_____,
Gregg B. Colton, as Trustee of the Cindy H. Colton Trust dated 10/10/2011

Commonwealth of Pennsylvania :
County of _____ :

This instrument was acknowledged before me on _____, 2024 by _____ (names of persons) as Trustees (type of authority, e.g., officer, trustee, etc.) of The Gregg B. Colton Trust dated 10/10/2011 and The Cindy H. Colton Trust dated 10/10/2011 (name of party on behalf of whom instrument was executed).

(Seal)

(Signature of Notary Public)

LANDLORD



Ryan C. Scott



Katherine M. Scott

Commonwealth of Pennsylvania :
County of _____ :

This instrument was acknowledged before me on _____, 2024 by
_____ (names of persons).

(Seal)

(Signature of Notary Public)

— Please see notary certificate attached. —

LANDLORD

Henson William, LLC,
a Colorado limited liability company

By: _____

California Acknowledgment Form

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Diego } ss.

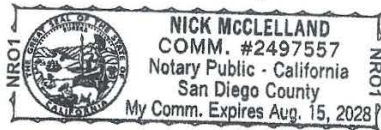
On Dec 11th 2024 before me, Nick McClelland Notary Public,
(here insert name and title of the officer)
personally appeared Ryan C Scott Katherine M Scott

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Seal

WITNESS my hand and official seal.



Nick McClelland
Signature of Notary

Optional Information


To help prevent fraud, it is recommended that you provide information about the attached document below.
This is not required under California State notary public law.

Document Title: Exhibit E to Exhibit C to Option Agreement # of Pages: _____

Notes



Ryan C. Scott



Katherine M. Scott

Commonwealth of Pennsylvania :
County of _____ :

This instrument was acknowledged before me on _____, 2024 by
_____ (names of persons).

(Signature of Notary Public)

(Seal)

_ Please see notary certificate attached. _

OWNER:

Henson William, LLC,

Exhibit D to Option Agreement

California Acknowledgment Form

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Diego } ss.

On Dec. 11th 2024 before me, Nick McClelland Notary Public,
(here insert name and title of the officer)
personally appeared Ryan C Scott Katherine M. Scott

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Seal

WITNESS my hand and official seal.



Nick McClelland
Signature of Notary

Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.
This is not required under California State notary public law.

Document Title: Exhibit D to Option Agreement # of Pages: _____

Notes

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:

_____,
Gregg B. Colton, as Trustee of the Gregg B. Colton Trust dated 10/10/2011

_____,
Cindy H. Colton, as Trustee of the Gregg B. Colton Trust dated 10/10/2011

_____,
Cindy H. Colton, as Trustee of the Cindy H. Colton Trust dated 10/10/2011

_____,
Gregg B. Colton, as Trustee of the Cindy H. Colton Trust dated 10/10/2011

Commonwealth of Pennsylvania :
County of _____ :

This instrument was acknowledged before me on _____, 2024 by _____ (names of persons) as Trustees (type of authority, e.g., officer, trustee, etc.) of The Gregg B. Colton Trust dated 10/10/2011 and The Cindy H. Colton Trust dated 10/10/2011 (name of party on behalf of whom instrument was executed).

(Seal)

(Signature of Notary Public)

OWNER:

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date first above written.

LANDLORD:

Gregg B. Colton, as Trustee of The Gregg B. Colton Trust dated 10/10/2011


Cindy H. Colton, as Trustee of The Gregg B. Colton Trust dated 10/10/2011

Cindy H. Colton, as Trustee of The Cindy H. Colton Trust dated 10/10/2011

Gregg B. Colton, as Trustee of The Cindy H. Colton Trust dated 10/10/2011



Ryan C. Scott



Katherine M. Scott

Henson William, LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

TENANT:

CH Renewables Acquisitions, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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 _____, 2024, by and between Gregg B. Colton and Cindy H. Colton, as Trustees of The Gregg B. Colton Trust, dated 10/10/2011, as to an undivided 25% interest and Cindy H. Colton and Gregg B. Colton, as Trustees of The Cindy H. Colton Trust, dated 10/10/2011, as to an undivided 25% interest and Ryan C. Scott and Katherine M. Scott, husband and wife, as tenants by the entirety, as to an undivided 40.9091% interest and Henson William, LLC, a Colorado limited liability company, as to an undivided 9.0909% interest. All as tenants in common. ("**Owner**") with an address of 65 S. Pfeifferhorn Dr, Alpine, UT 84004, 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 East Providence, County of Bedford, 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**"), 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:

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

“Owner”

Gregg B. Colton, as Trustee of The Gregg B. Colton Trust dated 10/10/2011

Cindy H. Colton, as Trustee of The Gregg B. Colton Trust dated 10/10/2011

Cindy H. Colton, as Trustee of The Cindy H. Colton Trust dated 10/10/2011

Gregg B. Colton, as Trustee of The Cindy H. Colton Trust dated 10/10/2011

Ryan C. Scott

Katherine M. Scott

Henson William, LLC,
a Colorado limited liability company

By: _____
Name: _____
Title: _____

“Optionee”

a _____ limited liability company

By: _____
Name: _____
Title: _____

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** is dated as of January 17, 2025 and entered into between CH Renewables Acquisitions, LLC, a Delaware limited liability company ("Assignor"), and REPA Breezewood Hills Solar, L.L.C., a Delaware limited liability company ("Assignee").

WHEREAS, Assignor, Gregg B. Colton and Cindy H. Colton, as Trustees of The Gregg B. Colton Trust, dated 10/10/2011, as to an undivided 25% interest, Cindy H. Colton and Gregg B. Colton, as Trustees of The Cindy H. Colton Trust, dated 10/10/2011, as to an undivided 25% interest, Ryan C. Scott and Katherine M. Scott, husband and wife, as tenants by the entirety, as to an undivided 40.9091% interest, and Henson William, LLC, a Colorado limited liability company, as to an undivided 9.0909% interest, are parties to that certain Option to Ground Lease Agreement made and entered into as of December 11, 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]

Docusign Envelope ID: 14754297-50A2-4EDA-A2EA-475839F29791

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

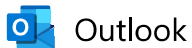
By: Laurence Pelosi
Name: Laurence Pelosi
Title: Vice President

ASSIGNEE

REPA Breezewood Hills Solar, L.L.C.

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

ATTACHMENT I




RE: WPP-GENIC 5906 - REAP Five Points Solar, LLC - Revisions Needed

From Riean Norman <rnorman@crowholdings.com>

Date Mon 6/30/2025 4:00 PM

To WP_Interconnection <wp_interconnection@firstenergycorp.com>

Cc Brian Harper <bharper@secondseasonsolar.com>; Mary-Margaret Hertz <mhertz@crowholdings.com>

 7 attachments (14 MB)

Helioscope Report - Five Points.pdf; Smart Inverter Addendum - Stone House.pdf; SHP 125-US-21 Specs.pdf; UL CoC SHP-US-21.pdf; Stahlman_Lease FX_Redacted_v2.pdf; PA-Level-234-Interconnection-Application (Five Points)_FX_v4.pdf; CH Renewables - REPA Five Points Solar- Assignment of Option Agreement.pdf;

Hi WPP Interconnection Team,

As requested, please see below and attached.

- **FirstEnergy Interconnection Application**
 - See attached updated application
 - Calculation for estimated gross annual energy production – See attached Helioscope Report
- **Spec Sheets**
 - Attached
- **Site Control**
 - We received guidance from other First Energy EDCs that an Option Agreement is in fact an acceptable form of site control verification. Is the WP Interconnection Team re-implementing this procedure as well? If so, please find attached again for your review, our Option Agreement which grants us unilateral right to exercise a solar lease, the Assignment and Assumption agreement to REPA Five Points Solar, LLC, and the form of Ground Lease which is included as Exhibit D to the Option Agreement.

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: Friday, May 16, 2025 1:11 PM

To: Riean Norman <rnorman@crowholdings.com>

Cc: Brian Harper <bharper@secondseasonsolar.com>; Mary-Margaret Hertz <mhertz@crowholdings.com>

Subject: RE: WPP-GENIC 5906 - REAP Five Points Solar, LLC - Revisions Needed

External Email

Hello Riean,

We have completed the review of **WPP-GENIC 5906 - REPA Five Points Solar, LLC**, and the following will need to be corrected to move forward with the application:

- **FirstEnergy Interconnection Application**
 - The Customer Generator Facility Information section
 - Please put 12.47kV for the existing service voltage to be consistent to the SLD submitted.
 - Please provide supporting information or a supporting calculation for the estimated gross annual energy production. We are now requesting this information for all applications based on recent PUC guidance.
 - Inverter information section
 - Please correct the inverter voltage for the AC rating.
- **Spec Sheets**
 - Please provide a spec sheet that shows the inverter meets UL 1741 SB.
 - Please provide the inverters certificate of compliance.
- **Site Control**
 - Please provide adequate site control documentation. PA Code Title 52 Chapter 75 section § 75.36 (7) stipulates the interconnection customer shall provide proof of site control evidenced by a property tax bill, deed, lease agreement or other legally binding contract. If documentation provided falls into the other legally binding contract category, the document must establish similar property rights granted by a property tax bill, deed, or lease agreement. Additionally, these rights must be established at the time of submittal of the document to be considered valid site control. Documentation submitted falling into the other legally binding document category will be reviewed on a case-by-case basis to determine if the other legally binding agreement similarly meets the property rights established by the three named documents provided above.

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

Kind regards,



West Penn Power Interconnection

Email: wp_interconnection@firstenergycorp.com

FirstEnergy Energy Efficiency is offering a rebate of up to \$500.00 if a no-cost home energy audit is completed prior to the Solar Meter being installed. To apply please visit homeaudit.energysavepa.com or call 866-787-5237.

From: Riean Norman <rnorman@crowholdings.com>

Sent: Wednesday, April 30, 2025 11:37 AM

To: WP_Interconnection <wp_interconnection@firstenergycorp.com>

Cc: Brian Harper <bharper@secondseasonsolar.com>; Mary-Margaret Hertz <mhertz@crowholdings.com>

Subject: WPP-GENIC 5906 - REAP Five Points Solar, LLC - Revised Documents

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

WP Interconnection Team,

Apologies, please use the attached versions of our Interconnection Application & Load Balance Sheet which includes the correct annual energy consumption assumptions.

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, April 30, 2025 11:01 AM
To: WP_Interconnection <wp_interconnection@firstenergycorp.com>
Cc: Brian Harper <bharper@secondseasonsolar.com>; Mary-Margaret Hertz <mhertz@crowholdings.com>
Subject: RE: WPP-GENIC 5906 - REAP Five Points Solar, LLC - Revisions Needed

West Penn Power Interconnection Department:

As requested, please see attached.

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: Wednesday, March 12, 2025 3:23 PM
To: Riean Norman <rnorman@crowholdings.com>
Subject: WPP-GENIC 5906 - REAP Five Points Solar, LLC - Revisions Needed

External Email

Good afternoon,

We have completed the review of **WPP-GENIC 5906 - REPA Five Points Solar, LLC**, and the following will need to be corrected to move forward with the application:

- **FirstEnergy Interconnection Application**
 - The Customer Generator Facility Information section
 - The existing service voltage is incorrect.

- Please complete the attached load balance sheet and revise the current annual energy consumption as necessary.
 - Customer-Generator Signature section
 - Please revise the legal name of customer-generator to be consistent with the applicant name
 - Inverter information section
 - Please include the full inverter model number
- **FirstEnergy Net Energy Metering Rider**
 - Please revise the customer name on page 2 to be consistent with the applicant name.
- **Interconnection Application Addendum**
 - The Battery Storage Addendum is missing. Please complete both pages of the interconnection addendum file found here [PA Level 2 3 Interconnection Application Agreement](#).
 - For systems that do not include battery storage please clearly denote “no battery storage” on the Battery Storage Addendum.
- **Site Plan**
 - Please include notes with the AC disconnect that it is lockable, 24/7 accessible, and has visible breaks.
 - POI location needs to be moved.
 - Please show the gate for the surrounding fence.
- **One Line Drawing**
 - Please correct the utility distribution voltage to 12.47 kV.
 - Please include the manufacturer/model of the AC disconnect.
 - Please include the manufacturer/model of the recloser.
 - Please indicate the relay type that will be used.
 - Please revise the relaying and SCADA to meet the new requirements. Please refer to Type 3 of the attached document for more information.
 - Please include all protective relay elements shown in table 4 of the three phase interconnection guide.
 - [Customer Interconnection Guide 3 Phase](#)
 - Please correct the transformer high-side voltage to 12.47kV.
- **Spec Sheets**
 - Recloser spec sheet missing.
 - Please provide the most up to date inverter spec sheet, as the attached sheet is missing UL1741-SB 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. The value should support than annual energy consumption value provided on the Interconnection Application.
- **Site Control**
 - No comments at this time.

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

Kind regards,



Email: wp_interconnection@firstenergycorp.com

From: Riean Norman <rnorman@crowholdings.com>
Sent: Thursday, January 16, 2025 4:13 PM
To: WP_Interconnection <wp_interconnection@firstenergycorp.com>
Subject: WPP-GENIC 5906 - REAP Five Points Solar, LLC - 3 MW Interconnection Application (sent to Lucas)

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

West Penn Power Interconnection Department:

Attached, please find our interconnection application and associated documents for a 3MW NEM project (REAP Five Points Solar, LLC). 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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FIRSTENERGY INTERCONNECTION APPLICATION
For a Level 2, 3 or 4 Review - Generation Up To 2,000 kW ¹
(To be filled out and submitted prior to installation)

CUSTOMER GENERATOR CONTACT INFORMATION

Legal Name and Mailing Address of Customer-Generator: (if an Individual, Individual's Name)

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Contact Person (If other than Above): _____
Mailing Address (If other than Above): _____
Telephone (Daytime): _____ (Evening): _____
Fax Number: _____ Email: _____

Alternative Contact Information: (if different from Customer-Generator above)

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone (Daytime): _____ (Evening): _____
Fax Number: _____ Email: _____

The Customer-Generator Facility's Information:

Facility Address: _____
City: _____ State: PA Zip Code: _____
Nearest Crossing Street: _____
Electric Distribution Company ("EDC"): Select Utility _____
Account #: _____ Meter #: _____
Existing Service Voltage: _____ VAC Existing Service Capacity: _____ Amps
Current Annual Energy Consumption: _____ kWh Estimated In-service Date: 12/2026
Do you plan to export power? ² Select
If Yes, Estimated Maximum: _____ kW_{AC}, Estimated Gross Annual Energy Production: 5,407,986 kWh
One-line Diagram Attached (Required): Select Site Plan Attached (Required): Select
Energy Source: Select Gross Generator Rating: _____ kW_{AC}
Utility Accessible AC Disconnect or Lock Box: Select

Requested Level of Review: Select Type of Generation Equipment: Select

- Level 2 Review – Certified, Inverter based, Up to 2,000 kW – Page No 3
- Level 3 Review – Up to 2,000 kW that do not meet the requirements for Level 1 Review - Page No 3 or 4
- Level 4 Review - Generators that do not qualify for Level 1 or 2 review and do not export power
 - Less than 10 kW, certified, inverter based, connected to an Area Network – Page No 3
 - Between 10 & 50 kW, certified, inverter based, connected to an Area Network – Page No 3
 - Less than 2, 000 kW connected to a radial distribution line – Page No 3 or 4

Equipment Installation Contractor: Indicate by owner if applicable

Name: TBD
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Contact Person (If other than Above): _____
Telephone (Daytime): _____ (Evening): _____
Fax Number: _____ Email: _____

Electrical Contractor: (If Applicable) Indicate if not applicable

Name: TBD
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Contact Person (If other than Above): _____
Telephone (Daytime): _____ (Evening): _____
Fax Number: _____ Email: _____

Consulting Engineer: (If Applicable) Indicate if not applicable

Name: BL Companies
Mailing Address: 355 Research Parkway
City: Meriden State: CT Zip Code: 06450
Contact Person (If other than Above): Brian Poeltl
Telephone (Daytime): 203.608.2442 (Evening): _____
Fax Number: 203.630.2615 Email: bpoeltl@blcompanies.com

Application Fee:

The Applicant shall deposit a not refundable application fee which is approved by the Commission and is listed on the EDC’s Website. Depending on the level of review and nature of the energy generating equipment, additional study and review fees, as permitted by Pa regulations may be required and are not a part of the aforementioned application fee. Application Fee Enclosed: Yes Amount: 6,350

Customer-Generator Insurance Disclosure:

General Liability Insurance coverage is not required under Pennsylvania’s Net Metering regulations. However, the Customer still has responsibility and/or liability for any damage(s) or injury(ies) caused by the Customer-generator Facility and/or the Customer’s Interconnection Facilities. The Customer-Generator is advised to consider obtaining appropriate coverage.

Customer-Generator Signature:

I hereby certify that to the best of my knowledge, all of the information provided in this Application is accurate.

Legal Name of Customer-Generator: REPA Five Points Solar, LLC
Customer-Generator Signature: Laurence Pelosi Date: 12/27/2024
Printed Name: Laurence Pelosi Title: Vice President

¹ Customers proposing to install generation greater than 2,000 kW are required to contact their EDC for the appropriate application procedures.
² If net-metering is anticipated, a Net Energy Metering Rider – Application for Service should be submitted with this application.

FIRSTENERGY INTERCONNECTION APPLICATION
Customer-Generator Equipment Information for Inverter Based Systems
(May be applicable to a Level 2, 3 or 4 Review)

DC Source information:

Energy Source: Solar (PV)

DC Source Rating: 4022 kW_{DC}

Nominal DC Voltage: 1500 V_{DC}

Ampere Rating: 4950 Amps DC

Inverter Information:

Inverter Manufacturer: SMA SUNNY HIGHPOWER PEAK3 125-US (2020)

Inverter Type: Grid Interactive

Model Number of Inverter: 125-US-21

Number of Units¹: 24

Inverter Rating: 125 kW_{AC}

Voltage Rating: 480 Volts_{AC}

Ampere Rating: 151 Amps_{AC}

Power Factor: 98.5 %,

Number of Phases: Three

Frequency: 60 Hz,

IEEE1547/UL1741 Certification²: Yes

Evidence of Certification attached: Yes

¹ Attach additional sheets as necessary in the event of multiple units of various types/sizes

² The applicant is encouraged to provide evidence of IEEE1547/UL1741 Test Certification with this application, and may be required to do so in the event such evidence is not readily accessible to the EDC.

FIRSTENERGY INTERCONNECTION APPLICATION**Customer-Generator Equipment Information for Parallel Rotating Equipment Based Systems
(May be applicable to a Level 3 or 4 Review)**

It is anticipated that many projects proposing to utilize directly coupled rotating generation may not have the specific information necessary for the EDC to adequately evaluate the impact of the proposed facility on the EDC's electrical distribution system at the time of the initial application. Often times the equipment for which this information is needed hasn't been specified. The type information necessary may be conveyed during a scoping meeting or other correspondence early on during the project development. Depending on the nature of the project, this is often an iterative process. Different EDC's analytical systems may require that data be provided conforming to specific standard formats which will be conveyed by the EDC. While not all inclusive, examples of the information commonly required are as follows:

For Synchronous Machines: Copies of the Saturation Curve and the Vee Curve - Salient vs. Non-Salient - Torque: (lb-ft) - Rated RPM - Field Amperes at rated generator voltage and current and % PF over-excited - Maximum Leading and Lagging Reactive Output Power - Type of Exciter - Output Power of Exciter - Type of Voltage Regulator - Direct-axis Synchronous Reactance (X_d) ohms - Direct-axis Transient Reactance (X'_d) ohms - Direct-axis Sub-transient Reactance (X''_d) ohms - Rated Nominal Frequency

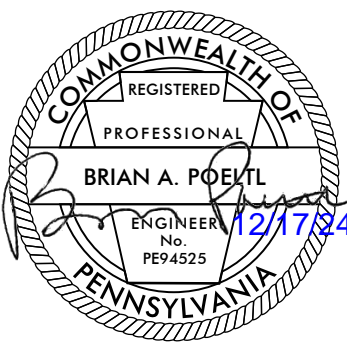
For Induction Machines: Rotor Resistance (R_r) ohms - Exciting Current (Amps) - Rotor Reactance (X_r) (ohms) - VARs (No Load) - Magnetizing Reactance (X_m) - Stator Resistance (R_s) - VARs (Full Load) - Stator Reactance (X_s) – Short Circuit Reactance (X''_d) - Number of Phases - Frame Size - Design Letter - Temp. Rise °C

Protective Equipment: The Customer Generator shall design a protective scheme that will provide the protective functions specified in IEEE 1547 and submit it to the EDC for review & acceptance. The submittal shall include a single line drawing showing the location of instrument transformers (current and voltage) and the location of the relays, breakers and fuses. Indicate the manufacturer and model number of each type of device. Breaker data shall include continuous and interrupting ampere ratings. If relays are used, indicate function, the tripping source and its voltage.

Isolation Transformer: Manufacturer - Manufacturer reference number - Nominal Voltage Ratio – High / Low Voltage Taps - Number of Units - Rated kVA – Percentage Impedance @ kVA base – High / Low Voltage Winding Configuration



355 Research Parkway
Meriden, CT 06450
(203) 630-1406
(203) 630-2615 Fax



CROW HOLDINGS RENEWABLES
REPA FIVE POINTS SOLAR, LLC
LAT: N41.1297 LONG: W79.44019
168 STAHLMAN ROAD
SLIGO, PA 16255

REVISIONS	No.	Date	Disc.
Designed	J.A.G.		
Drawn	J.A.G.		
Reviewed	T.B.D.		
Scale	1"=200'		
Project No.	2403026		
Date	12/16/2024		
CAD File	SK-2403122-01 Five Points		

Title
CONCEPT PLAN

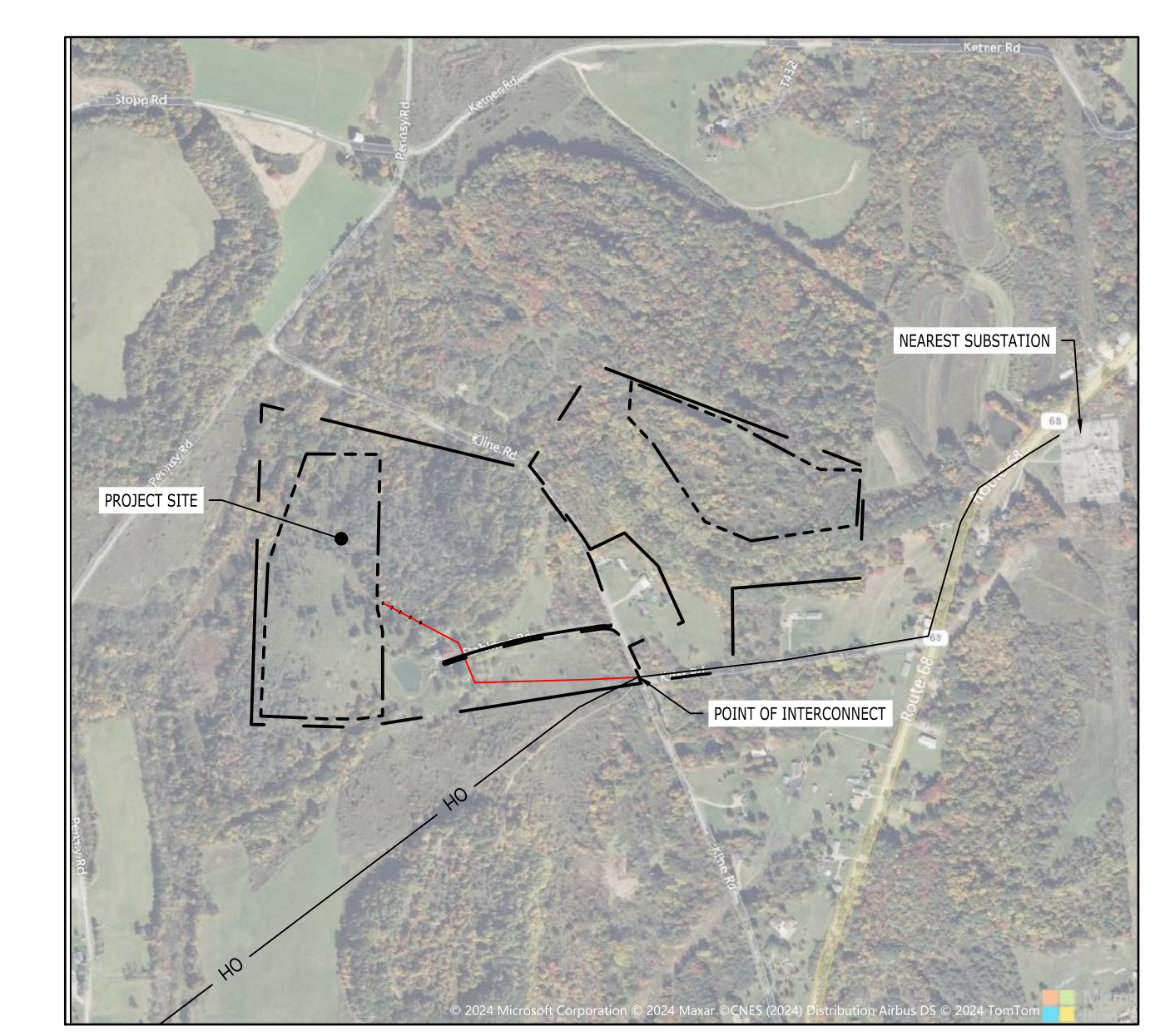
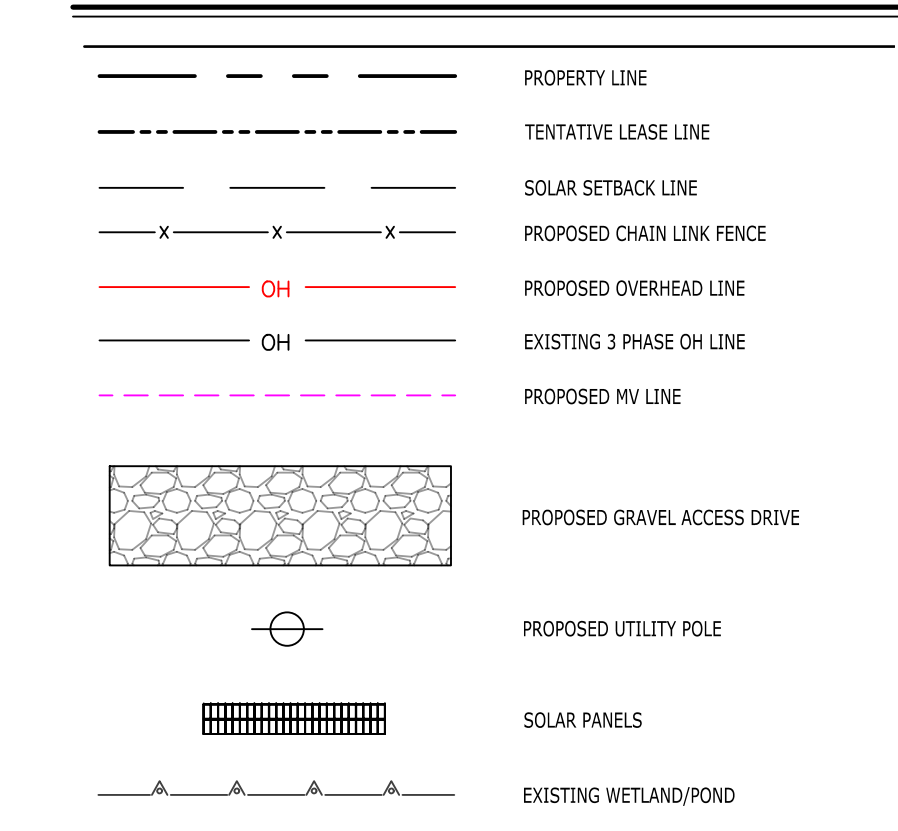
Sheet No.

SK-1

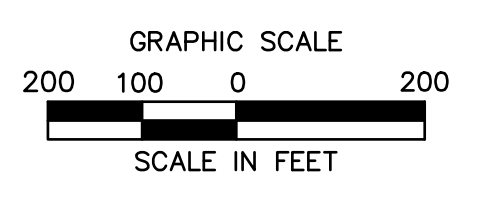
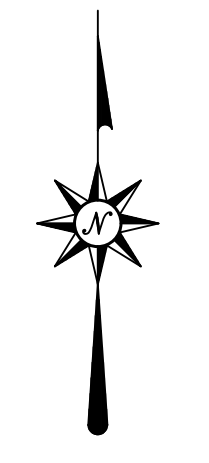
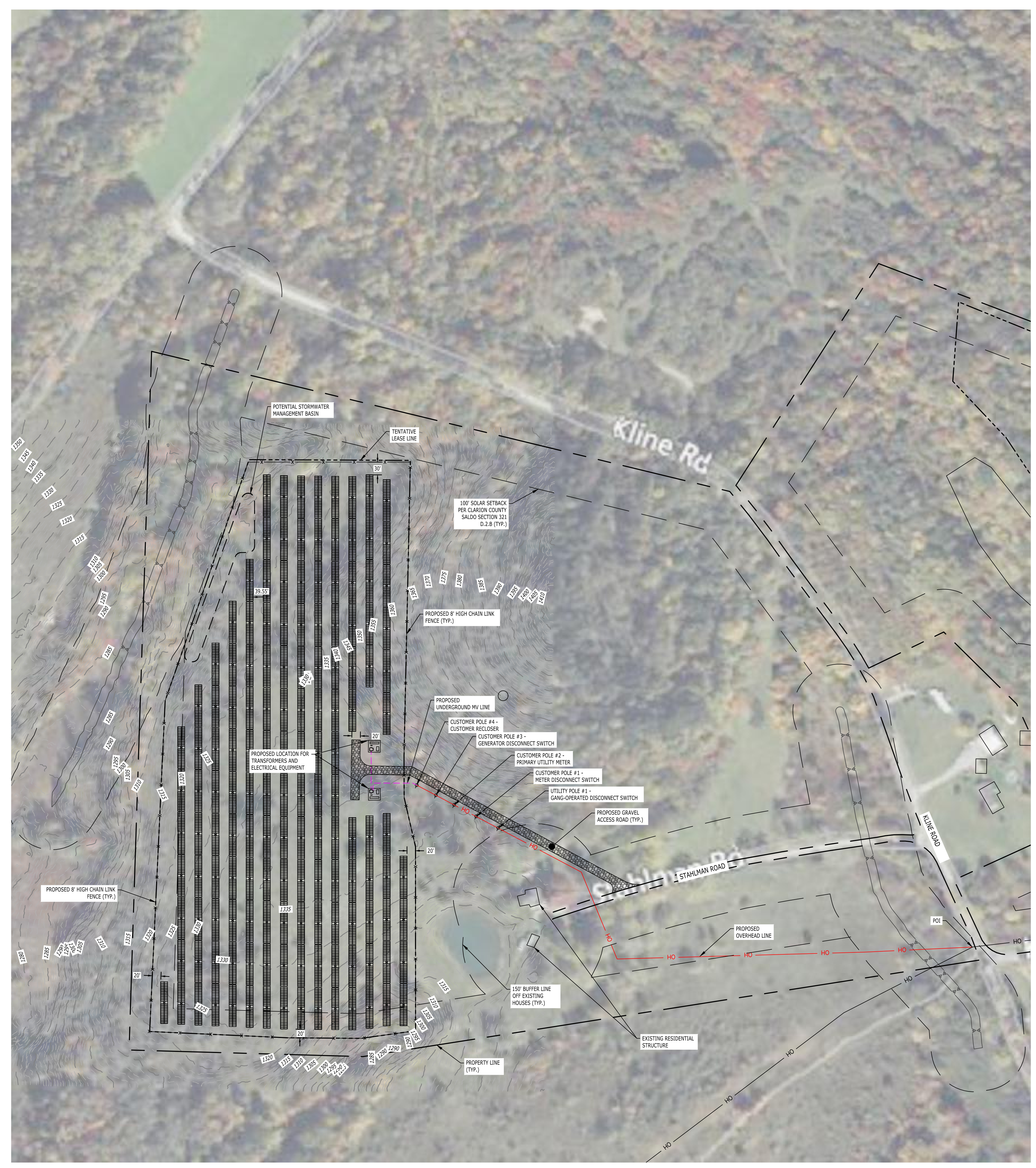
SOLAR ARRAY SYSTEM SPECS

ITEM #	ITEM	PROPOSED
1	SYSTEM STC DC RATING (MW)	4.021
2	SYSTEM AC CAPACITY (MW)	3.000
3	POI DC/AC RATIO	1.340
4	MODULE MODEL	HANWHA Q CELLS Q. PEAK DUO XL-G11.3/BFG 570
5	MODULE STC DC RATING (W)	570
6	MODULE COUNT	7056
7	MODULE DIMENSIONS	2416mmx1134mm
8	INVERTER MODEL	SMA SUNNY HIGHPOWER PEAK3 125-US (2020)
9	INVERTER RATING (KW)	125
10	QUANTITY OF INVERTERS	24
11	TRANSFORMER RATING (KVA)	1500
12	QUANTITY OF TRANSFORMERS	2
13	RACKING SYSTEM	SINGLE AXIS TRACKER
14	MODULE TILT	+/-52°
15	AZIMUTH	180
16	GCR	41
17	ROW-TO-ROW SPACING (L.F.)	39.55
18	PROPERTY AREA (ACRES)	54.32
19	FENCED AREA (ACRES)	16.69
20	FENCING LENGTH (L.F.)	3,700
21	ROADS (L.F.)	770
22	PARCEL NUMBER	19-020-189-000-00

CONCEPT PLAN LEGEND



SCALE: 1"=800'



Date: 16, 2024 9:08am jgrabb C:\08854309\2403122\DWG\SK-2403122-01 Five Points.dwg
Project: SK-1

AC PNL 1 INVERTER SCHEDULE FOR REPA FIVE POINT SOLAR, SLIGO PA

COMBINER BOX	PANELS/ STRING	STRINGS/ CIRCUIT	PANEL WATTS	INVERTER CIRCUITS	PANEL QUANTITY	STRING WATTS	CIRCUIT WATTS	INVERTER WATTS	DC/AC RATIO	PANEL VOLTS	CIRCUIT DC VOLTS	STRING CURRENT	CIRCUIT CURRENT	INVERTER MAX DC CURRENT	COMBINER BOX WITH AC & DC DISCONNECT
QCELL Q-PEAK DUO XL-G11.3 / BFG 570W MODULE (BFG 570); SMA HIGHPOWER 125KW STRING INVERTER (#PEAK3 125-US)															
INV-1-1	24	13	570	1	312	13680	177840	177840	1.42	53.59	1441.7	13.49	175.37	219	INTEGRAL
INV-1-2	24	13	570	1	312	13680	177840	177840	1.42	53.59	1441.7	13.49	175.37	219	INTEGRAL
INV-1-3	24	13	570	1	312	13680	177840	177840	1.42	53.59	1441.7	13.49	175.37	219	INTEGRAL
INV-1-4	24	12	570	1	288	13680	164160	164160	1.31	53.59	1441.7	13.49	161.88	202	INTEGRAL
INV-1-5	24	12	570	1	288	13680	164160	164160	1.31	53.59	1441.7	13.49	161.88	202	INTEGRAL
INV-1-6	24	12	570	1	288	13680	164160	164160	1.31	53.59	1441.7	13.49	161.88	202	INTEGRAL
INV-1-7	24	12	570	1	288	13680	164160	164160	1.31	53.59	1441.7	13.49	161.88	202	INTEGRAL
INV-1-8	24	12	570	1	288	13680	164160	164160	1.31	53.59	1441.7	13.49	161.88	202	INTEGRAL
INV-1-9	24	12	570	1	288	13680	164160	164160	1.31	53.59	1441.7	13.49	161.88	202	INTEGRAL
INV-1-10	24	12	570	1	288	13680	164160	164160	1.31	53.59	1441.7	13.49	161.88	202	INTEGRAL
INV-1-11	24	12	570	1	288	13680	164160	164160	1.31	53.59	1441.7	13.49	161.88	202	INTEGRAL
INV-1-12	24	12	570	1	288	13680	164160	164160	1.31	53.59	1441.7	13.49	161.88	202	INTEGRAL
TOTALS:				12	3528	2010960		SYSTEM CURRENT:		2475	(I _{sc})				
LOCATION TEMPERATURE (DEGREES C):				-19.8	TEMPERATURE COEFFICIENT OF Voc (%/DEGREE C):				-0.27 (QCELL)						

AC PNL 2 INVERTER SCHEDULE FOR REPA FIVE POINT SOLAR, SLIGO PA

COMBINER BOX	PANELS/ STRING	STRINGS/ CIRCUIT	PANEL WATTS	INVERTER CIRCUITS	PANEL QUANTITY	STRING WATTS	CIRCUIT WATTS	INVERTER WATTS	DC/AC RATIO	PANEL VOLTS	CIRCUIT DC VOLTS	STRING CURRENT	CIRCUIT CURRENT	INVERTER MAX DC CURRENT	COMBINER BOX WITH AC & DC DISCONNECT
QCELL Q-PEAK DUO XL-G11.3 / BFG 570W MODULE (BFG 570); SMA HIGHPOWER 125KW STRING INVERTER (#PEAK3 125-US)															
INV-2-1	24	13	570	1	312	13680	177840	177840	1.42	53.59	1441.7	13.49	175.37	219	INTEGRAL
INV-2-2	24	13	570	1	312	13680	177840	177840	1.42	53.59	1441.7	13.49	175.37	219	INTEGRAL
INV-2-3	24	13	570	1	312	13680	177840	177840	1.42	53.59	1441.7	13.49	175.37	219	INTEGRAL
INV-2-4	24	12	570	1	288	13680	164160	164160	1.31	53.59	1441.7	13.49	161.88	202	INTEGRAL
INV-2-5	24	12	570	1	288	13680	164160	164160	1.31	53.59	1441.7	13.49	161.88	202	INTEGRAL
INV-2-6	24	12	570	1	288	13680	164160	164160	1.31	53.59	1441.7	13.49	161.88	202	INTEGRAL
INV-2-7	24	12	570	1	288	13680	164160	164160	1.31	53.59	1441.7	13.49	161.88	202	INTEGRAL
INV-2-8	24	12	570	1	288	13680	164160	164160	1.31	53.59	1441.7	13.49	161.88	202	INTEGRAL
INV-2-9	24	12	570	1	288	13680	164160	164160	1.31	53.59	1441.7	13.49	161.88	202	INTEGRAL
INV-2-10	24	12	570	1	288	13680	164160	164160	1.31	53.59	1441.7	13.49	161.88	202	INTEGRAL
INV-2-11	24	12	570	1	288	13680	164160	164160	1.31	53.59	1441.7	13.49	161.88	202	INTEGRAL
INV-2-12	24	12	570	1	288	13680	164160	164160	1.31	53.59	1441.7	13.49	161.88	202	INTEGRAL
TOTALS:				12	3528	2010960		SYSTEM CURRENT:		2475	(I _{sc})				
LOCATION TEMPERATURE (DEGREES C):				-19.8	TEMPERATURE COEFFICIENT OF Voc (%/DEGREE C):				-0.27 (QCELL)						

PV MODULE SPEC	
MANUFACTURER	QCELL
MODEL	Q-PEAK DUO XL-G11.3 / BFG 570
PEAK POWER WATTS	570W
MAXIMUM POWER VOLTAGE	44.46V
MAXIMUM POWER CURRENT	12.82A
OPEN CIRCUIT VOLTAGE	53.59V
SHORT CIRCUIT CURRENT	13.49A
TOTAL MODULE QUANTITY	7,056

125KW INVERTER SPECS.	
MANUFACTURER	SMA
MODEL	HIGHPOWER #PEAK3 125-US
DC RATING	
V-MAX	1500 V
MAX DC SHORT CIRCUIT CURRENT	325A DC
STRING FUSE RATING	25A
AC RATING	
P-OUT	125 KW (125 KVA)
V-NOM	480 V 3-PH, 3 WIRE
I-OUT	151 A
QTY	24

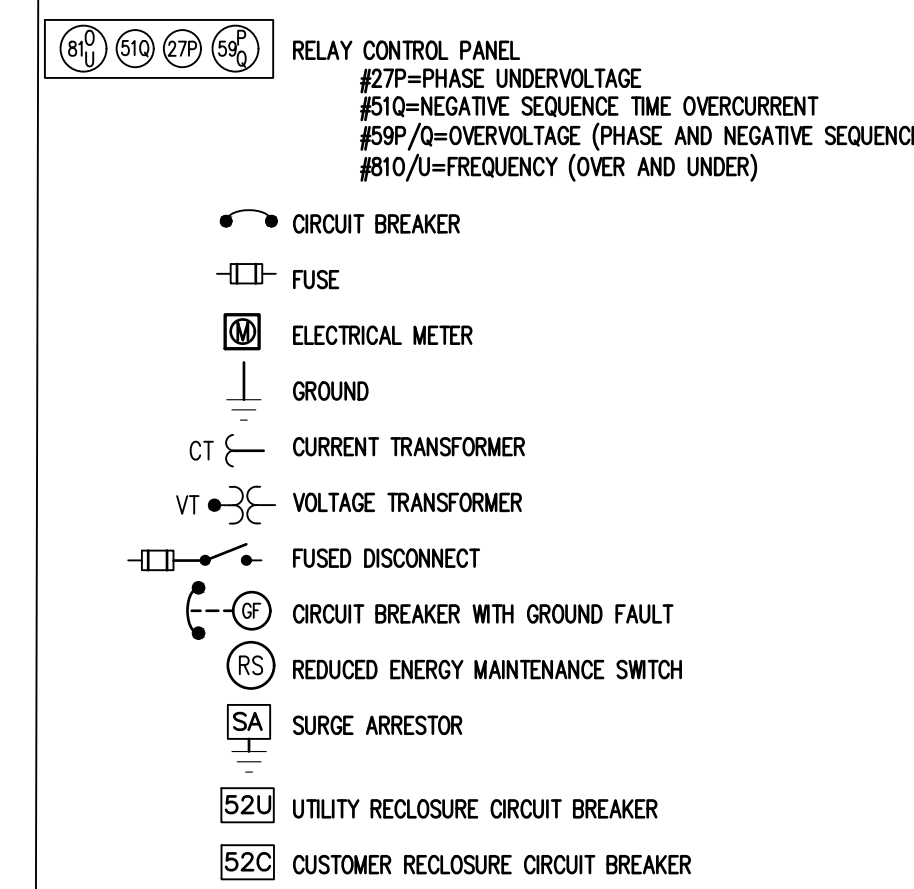
GENERAL ELECTRICAL NOTES

- THESE DRAWINGS ARE DIAGRAMMATICAL AND DO NOT SHOW ALL MATERIALS NEEDED. CONTRACTOR IS REQUIRED TO PROVIDE ANY AND ALL CONDUITS, CABLE TRAYS, CONNECTORS, SWEEPS, FITTINGS, HANGERS, SUPPORTS, PULL BOXES, JUNCTION BOXES AND COVER PLATES REQUIRED TO COMPLETE THE ELECTRICAL SYSTEMS IN ACCORDANCE WITH THE NEC.
- CONTRACTOR IS REQUIRED TO SURVEY AND INSPECT ALL AREAS PRIOR TO PERFORMING SERVICES TO INSURE CLEARANCES CAN BE MET AND NO INTERFERENCES EXIST. NO CUTTING OR DRILLING IS TO BE PERFORMED PRIOR TO LOCATING EXISTING STRUCTURAL MEMBERS AND UTILITIES.
- ELECTRICAL RUNS SHOWN ON PLANS, INCLUDING CONDUIT AND CABLE TRAY ROUTING, REPRESENT A GENERAL LAYOUT. THE CONTRACTOR IS REQUIRED TO DETERMINE ACTUAL LAYOUT IN THE FIELD PRIOR TO INSTALLATION.
- SERVICE ENTRANCE RATED EQUIPMENT, CT CABINETS AND METER SOCKETS ARE TO BE APPROVED FOR USE BY THE LOCAL UTILITY COMPANY.
- ELECTRICAL EQUIPMENT INSTALLED MUST BE LABELED, UL LISTED AND INSTALLED ACCORDINGLY.
- REQUIRED PERMITS AND INSPECTIONS ARE THE RESPONSIBILITY OF THE CONTRACTOR AND MUST BE COORDINATED WITH THE AUTHORITY HAVING JURISDICTION (AHJ).
- ALL WORK IS TO BE PERFORMED BY LICENSED WORKMEN AND COMPLETED IN ACCORDANCE TO THE 2017 NFPA 70 NEC AND STATE AND LOCAL AMENDMENTS.
- COORDINATE WITH THE UTILITY COMPANY FOR INTERCONNECTIONS AND METERING.
- THE SOLAR PV SYSTEM EQUIPMENT ON THE DC SIDE IS RATED FOR 1500V IN COMPLIANCE WITH NEC 690.80. THE INVERTERS, MODULES, STRING FEEDERS AND RELATED COMPONENTS ARE RATED AND LABELED AS 1500V.
- EMT CONDUIT IS ALLOWED IN EXTERIOR LOCATIONS WHEN RAIN-TIGHT CONNECTORS AND FITTINGS ARE USED, AND THE CONDUIT IS INSTALLED 24" MINIMUM ABOVE GRADE AND IS NOT EXPOSED TO ANY POTENTIAL PHYSICAL DAMAGE. ALL SUPPORTS, BOLTS, STRAPS, SCREWS SHALL BE CORROSION RESISTANT.
- ALL RACEWAYS ARE TO BE METALLIC OR SCHEDULE 80 PVC. APPLY AN ADHESIVE LABEL ALONG ALL RACEWAYS CARRYING PV SYSTEM FEEDERS (DC ONLY) AS "PHOTOVOLTAIC POWER SOURCE".
- ALL PANELBOARDS AND SWITCHBOARDS SHALL BE PROVIDED WITH GROUND AND NORMAL BUS AND TYPED CIRCUIT CARD IN ACCORDANCE WITH NEC 408.4.
- IDENTIFY AND GROUP PV SOURCE AND OUTPUT CIRCUIT IN ACCORDANCE WITH NEC 690.31(8).
- SECURE ALL PADMOUNTED EQUIPMENT WITH STAINLESS STEEL HARDWARE PER MANUFACTURERS REQUIREMENTS.
- RIGID METAL CONDUIT SHALL BE USED FOR ALL CONDUIT SWEEPS FROM BELOW GRADE TO ABOVE GRADE. ALL CONDUITS AND FITTINGS SHALL BE GALVANIZED STEEL.
- UNISTRUT SUPPORTS AND ASSOCIATED HARDWARE FOR SWITCHBOARDS, PANELBOARDS, INVERTERS, METERING EQUIPMENT, ETC, SHALL BE GALVANIZED STEEL.
- PROVIDE LIQUID TIGHT FLEXIBLE METAL CONDUIT IN ABOVE GROUND RACEWAY LOCATIONS WHERE UNDERGROUND RACEWAY SYSTEM IS EXTENDED TO ABOVE-GROUND ENCLOSURE (TYPICAL).
- ALL SWITCHES AND CIRCUIT BREAKERS SHALL BE INSTALLED IN ACCESSIBLE LOCATION PER NEC 404.8. MAXIMUM HEIGHT TO TOP OF METERING EQUIPMENT SHALL BE 5 FEET MAXIMUM ABOVE FINISHED GRADE.
- PROVIDE REQUIRED WORKING CLEARANCES IN FRONT OF ALL ELECTRICAL EQUIPMENT IN ACCORDANCE WITH NEC 110.26 (UNDER 600V) AND 110.34 (OVER 600V); FIELD COORDINATE EXACT REQUIREMENTS.
- PROVIDE SUITABLE GUARDS (I.E. BOLLARDS, CONCRETE BARRIERS, ETC) AROUND ELECTRICAL EQUIPMENT, WHERE EQUIPMENT MAY BE EXPOSED TO DAMAGE FROM VEHICULAR TRAFFIC OR OTHER HAZARDS; FIELD COORDINATE EXACT REQUIREMENTS.
- ALL ELECTRICAL EQUIPMENT AND COMPONENTS SHALL BE INSTALLED 2FT ABOVE THE 500 YEAR FLOOD ZONE ELEVATION.

SYSTEM INFORMATION

PROJECT TITLE	SOLAR INSTALLATION
AC SYSTEM/DC SYSTEM	3.000 MW AC / 4.022 MW DC
INVERTER	125KW

LEGEND



ABBREVIATIONS

ABB.	DESCRIPTION	ABB.	DESCRIPTION
A	AMPERES	NEMA	NATIONAL ELECTRICAL MANUFACTURERS
AC	ALTERNATING CURRENT	NEUT	NEUTRAL
AFCI	ARC FAULT CIRCUIT INTERRUPTER	NF	NON-FUSED
AI	ALUMINUM	NTS	NOT TO SCALE
ATS	AUTOMATIC TRANSFER SWITCH	P	POLE
AWG	AMERICAN WIRE GAUGE	PH	PHASE
C	CONDUIT	PNL	PANEL
CB	COMBINER BOX	PRIM	PRIMARY
CR	CIRCUIT	PSF	POUNDS PER SQUARE FEET
CT	CURRENT TRANSFORMER	PSI	POUNDS PER SQUARE INCH
Cu	COPPER	PT	POWER TRANSFORMER
DC	DIRECT CURRENT	PV	PHOTOVOLTAIC
DWG	DRAWING	PVC	POLYVINYL CHLORIDE
EOB	ENCLOSED CIRCUIT BREAKER	RCS	RIGID GALVANIZED STEEL
EGC	EQUIPMENT GROUNDING CONDUCTOR	RT	RAIN-TIGHT
EMT	ELECTRIC METALLIC TUBING	SE	SERVICE EQUIPMENT
EQUIP	EQUIPMENT	SEC	SECONDARY
EX	EXISTING TO REMAIN	ST	SHUNT TRIP
FT	FOOT	TYP	TYPICAL
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	UG	UNDERGROUND
GND	GROUND	UL	UNDERWRITER'S LABORATORY
HD	HAND-HOLE	UTIL	UTILITY
IN	INCHES	V	VOLTS
J	JUNCTION	W	WATTS
KAIC	KILO-VOLT AMPERES INTERRUPT CURRENT	WP	WATERPROOF
KV	KILOVOLTS	WT	WATERTIGHT
KW	KILOWATTS	X	REMOVE
M	METER	XFMR	TRANSFORMER
MCB	MAIN CIRCUIT BREAKER	%	PERCENT
MDP	MAIN DISTRIBUTION PANEL	#	NUMBER
MLO	MAIN LUG ONLY	'	FEET
NEC	NATIONAL ELECTRIC CODE	"	INCHES

PV STRING FEEDER SCHEDULE

USE COPPER WIRE TYPE RHW-2 OR USE-2, 1500V RATED FOR 90°C

Cu WIRE SIZE (AWG)	MIN RUN LENGTH (FT)	MAX RUN LENGTH(FT)
#10	0	600
#8	600+	900
#6	900+	1500

PV SYSTEM AC FEEDER SCHEDULE (200A RATED)

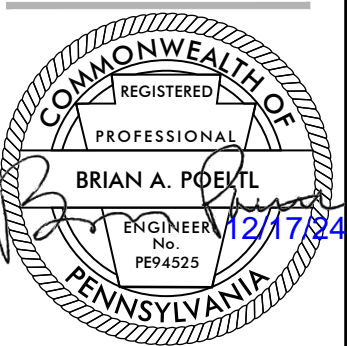
USE COPPER OR ALUMINUM WIRE TYPE XHHW-2 FOR 90°C

Cu WIRE SIZE (AWG)	MIN RUN LENGTH (FT)	MAX RUN LENGTH(FT)
3#3/0, 1#6 GND IN 2-1/2°C.	0	461
3#4/0, 1#4 GND IN 2-1/2°C.	461+	573
3#250 KCMIL, 1#4 GND IN 3°C.	573+	683
3#300 KCMIL, 1#2 GND IN 3°C.	683+	807
AL WIRE SIZE (AWG)		
3#250 KCMIL, 1#4 GND IN 3°C.	0	418
3#300 KCMIL, 1#3 GND IN 3°C.	418+	500
3#350KCMIL, 1#2 GND IN 3°C.	500+	582
3#400KCMIL, 1#1 GND IN 3-1/2°C.	582+	658

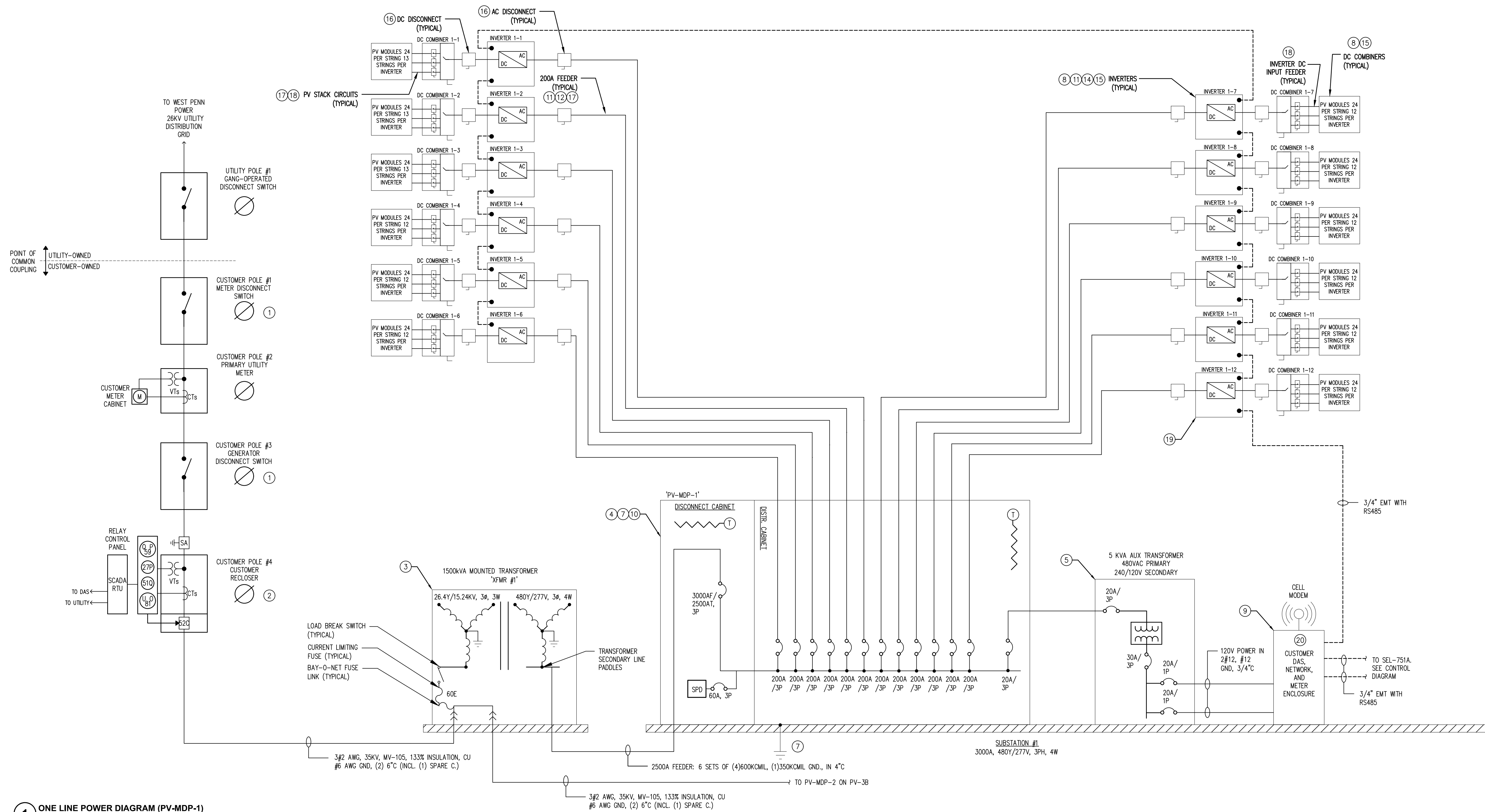
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REVISIONS
 No. Date
 Desig. Date
 Drawn NP
 Reviewed BP
 Scale N.T.S.
 Project No. 2403122
 Date 12/20/2024
 CAD File
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 Title
ELECTRICAL NOTES AND SCHEDULES
 Sheet No.



1 ONE LINE POWER DIAGRAM (PV-MDP-1)
SCALE: N.T.S.

RISER DIAGRAM KEY NOTES:

- 1 PROVIDE GANG-OPERATED DISCONNECT SWITCH, OUTDOOR OPERATED AND ACCESSIBLE TO UTILITY IF CIRCUMSTANCES OF INSTALL INDICATE GOOD ENGINEERING PRACTICE WOULD LOCATE THE SWITCH AT ANY OTHER LOCATION, THEN PERMISSION FROM UTILITY WILL BE RECEIVED BEFORE PROCEEDING. THE SWITCH SHOULD BE LOCKABLE WITH VISIBLE BREAK. POINT OF COMMON COUPLING WILL BE ON UTILITY SIDE OF DISCONNECT SWITCH.
- 2 PROVIDE CUSTOMER OWNED ELECTRONIC RECLOSER. IT SHALL BE CAPABLE OF DETECTING FAULTS ON THE CUSTOMER'S AND UTILITIES SYSTEMS. THE RECLOSER SHALL SEPARATE THE CUSTOMER GENERATION FROM THE UTILITY SYSTEM EITHER DIRECTLY OR THROUGH AND AUXILIARY DEVICES SUCH AS A CIRCUIT BREAKER.
- 3 PROVIDE PADMOUNTED UTILITY TRANSFORMER: PROVIDE CONCRETE PAD, BOLLARDS, GROUND LOOP PER DESIGN REQUIREMENTS. PROVIDE PRIMARY CONDUIT TO NEW PAD LOCATION. 1500KVA TRANSFORMER, 26.4Y/15.24 KV (GROUNDED PRIMARY), 480Y/277V (SECONDARY), GROUNDED WYE-WYE, 60 HZ, 95 KV BIL, 75kg C, 5.75% NOMINAL IMPEDANCE, BAYONET EXPULSION FUSE IN SERIES WITH CURRENT LIMITING FUSE, RADIAL LOAD BREAK SWITCH, ALUMINUM WINDINGS, VISIBLE BREAK WINDOW. PROVIDE GROUND LOOP. PROVIDE A MINIMUM OF (4) 1/2"x10' COPPER CLAD GROUND RODS AND #5/0 BARE COPPER GROUND LOOP AROUND PERIMETER OF NEW PAD MOUNTED TRANSFORMER; SPACING OF GROUND RODS SHALL BE A MINIMUM OF 10 FEET IN ALL DIRECTIONS. BOND BARE COPPER GROUNDING ELECTRODE CONDUCTOR TO GROUND RODS BY EXOTHERMIC WELD, AND TO NEUTRAL PRIMARY BUS BY MECHANICAL MEANS. PROVIDE #3/0 INSULATED GROUND.
- 4 PROVIDE SWITCHBOARD AND SCADA EQUIPMENT ON CONCRETE PAD WITH BOLLARDS. 3000A, 480Y/277V, 3 PHASE, 4 WIRE MAIN SWITCHBOARD, 3000A PHASE AND NEUTRAL BUS IN ALL SECTIONS, 3000AF/2500AT, 3P MOTOR OPERATED MAIN CIRCUIT BREAKER WITH LSIG TRIP UNIT MAIN SERVICE DISCONNECT SWITCH, AND DISTRIBUTION SECTION WITH ELECTRONIC-TRIP, MOLDED CASE CIRCUIT BREAKERS WITH LSIG TRIP UNITS. PROVIDE EACH SECTION WITH 250W, THERMOSTATICALLY CONTROLLED ENCLOSURE HEATERS, AND ASSOCIATED TRANSFORMER, AND FEEDER REQUIREMENTS INSTALLED ON LOAD SIDE OF

- 5 PROVIDE 5KVA POWER CENTER FOR 120V LOADS ASSOCIATED WITH SWITCHBOARD AND SCADA EQUIPMENT.
- 6 NOT USED.
- 7 PROVIDE A MINIMUM OF (3) 1/2" X10' COPPER CLAD GROUND RODS AND #3/0 BARE COPPER GROUND LOOP AROUND PERIMETER OF NEW ELECTRICAL SWITCHBOARD. SPACING OF GROUND RODS SHALL BE A MINIMUM OF 10 FEET IN ALL DIRECTIONS. BOND BARE COPPER GROUNDING ELECTRODE CONDUCTOR TO GROUND RODS BY EXOTHERMIC WELD, AND TO GROUND BUS BY MECHANICAL MEANS. PROVIDE #3/0 INSULATED GROUND.
- 8 PROVIDE INVERTERS, COMBINER BOXES, AND PANELBOARDS, INCLUDING STRUCTURAL SUPPORTS FOR MOUNTING.
- 9 PROVIDE SCADA EQUIPMENT FOR MONITORING AND METERING OF PV PRODUCTION.
- 10 PROVIDE NAMEPLATE AS WELL AS SIGNAGE ON PV DISTRIBUTION PANEL.

- 11 PROVIDE FEEDERS TO THE INVERTER PANELS FROM THE PV DIST. PANEL UNISTRUT MOUNTED AT THE PV ARRAY. REFER TO INVERTER BANK FEEDER SCHEDULE ON PV-2 FOR CONDUCTOR SIZES. PROVIDE LIQUID TIGHT FITTINGS FOR FEEDER. PROVIDE SIGNAGE.
- 12 REFER TO INVERTER BANK FEEDER SCHEDULE ON PV-2 FOR REQUIREMENTS, WHERE CONDUCTOR SIZE EXCEEDS INVERTER LUG RATING CONTRACTOR SHALL PROVIDE NEMA 3R JUNCTION BOX DIRECTLY BELOW INVERTER AND SHALL SPICE FEEDER TO CONDUCTOR SIZE TO MATCH MAXIMUM RATING OF INVERTER AC TERMINATION LUG AND EXTEND AND TERMINATE AT INVERTER.
- 13 NOT USED.
- 14 PROVIDE GROUND ON AC SIDE OF THE INVERTER ONLY.
- 15 PROVIDE SIGNAGE ON EACH INVERTER AND COMBINER IN COMPLIANCE WITH NEC 690.53 LABELING REQUIREMENTS. AFFIX THE LABEL ADJACENT TO THE DC DISCONNECT OF EACH INVERTER. PROVIDE SIGNAGE ON EACH INVERTER IN COMPLIANCE WITH NEC 690.5(C) LABELING REQUIREMENTS. AFFIX THE LABEL NEAR THE GROUND FAULT INDICATOR AT A VISIBLE LOCATION OF EACH INVERTER.
- 16 PROVIDE AC AND DC DISCONNECTS WITHIN 10' OF INVERTER (AS REQUIRED) AS THEY ARE NOT INTEGRAL TO INVERTER.
- 17 REFER TO "PV STRING FEEDER SCHEDULE" ON PV-2 FOR ADDITIONAL INFORMATION.

- 18 SOLAR PV ARRAY STRING FEEDERS ROUTED THROUGH CONDUIT BELOW GRADE, AND IN WIRE TROUGHS (PROVIDED WITH MODULE SUPPORT STRUCTURE). REFER TO LAYOUTS ON SITE PLAN FOR ADDITIONAL INFORMATION. REFER TO "PV STRING FEEDER SCHEDULE" ON PV-2 FOR WIRE TYPE AND SIZING BASED ON LENGTH OF RUN. REFER TO SE SERIES FOR ADDITIONAL REQUIREMENTS.
- 19 PROVIDE WITH INTEGRAL OPS FLEX GATEWAY IN LAST INVERTER ONLY FOR COMMUNICATION CONNECTION TO THE DAS (ALSOENERGY).
- 20 PROVIDE COMMUNICATION SYSTEM CONNECTING ALL INVERTERS BACK TO SCADA EQUIPMENT NEAR SWITCHBOARD. WEST PENN POWER SHALL USE SCADA COMMUNICATION PORT FOR INSTALLATION OF A DER MANAGEMENT DEVICE.

GENERAL NOTES:

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4. ALL CONNECTIONS AND CONFIGURATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S WIRING DIAGRAMS AND INSTALLATION INSTRUCTIONS.
5. POLARITY OF ALL COMPONENTS SHALL MATCH DESIGNATIONS AS DIRECTED BY MANUFACTURER'S REPRESENTATIVE.

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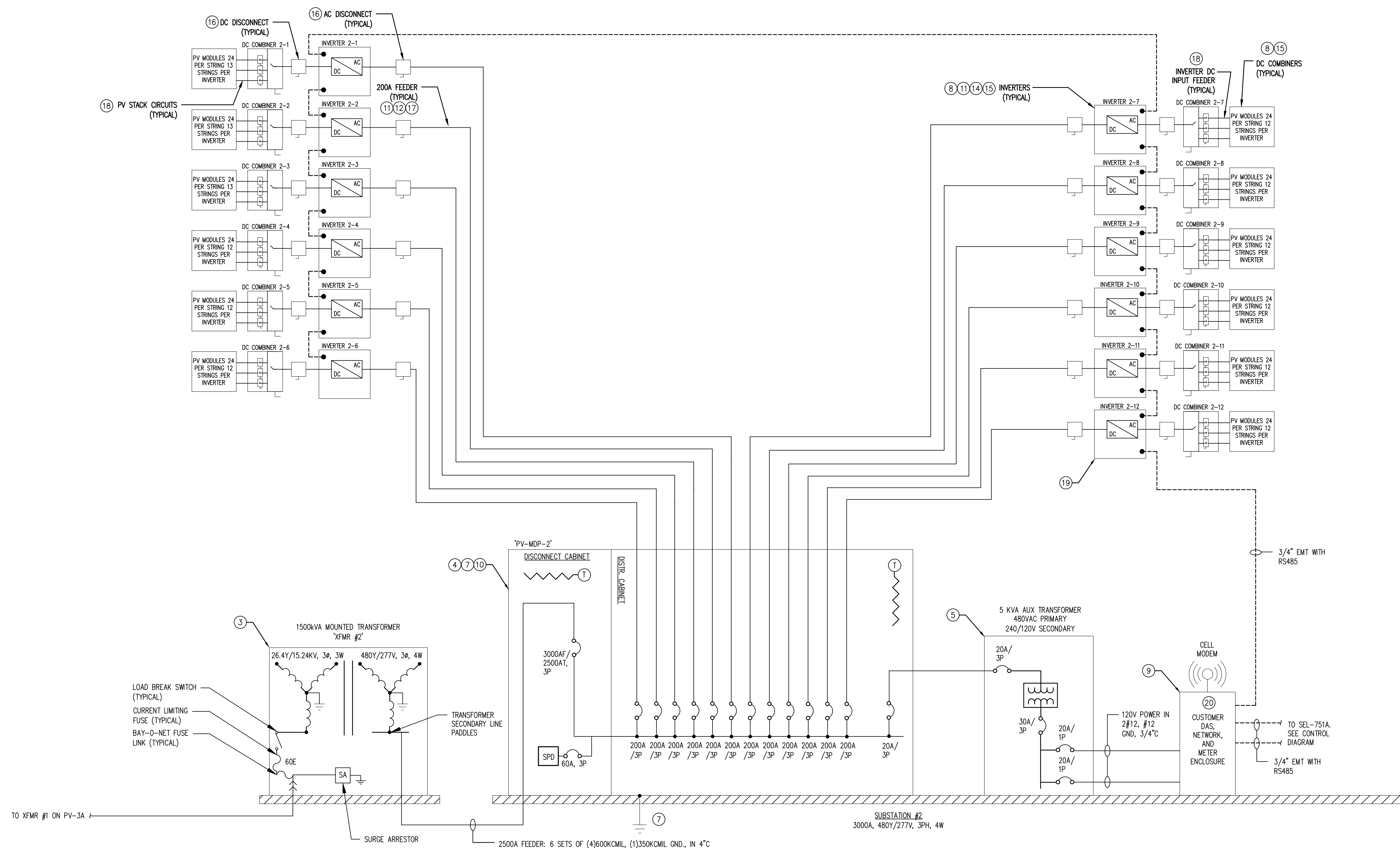
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Revisions

No.	Date	Desc.

Designed: NP
Drawn: NP
Reviewed: BP
Scale: N.T.S.
Project No.: 2403122
Date: 12/20/2024
CAD File: (click text)
Title: **SINGLE LINE DIAGRAM**
Sheet No.: **SK-3A**



1 ONE LINE POWER DIAGRAM (PV-MDP-2)
SCALE: N.T.S.

RISER DIAGRAM KEY NOTES:

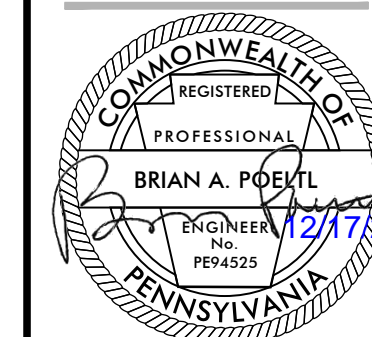
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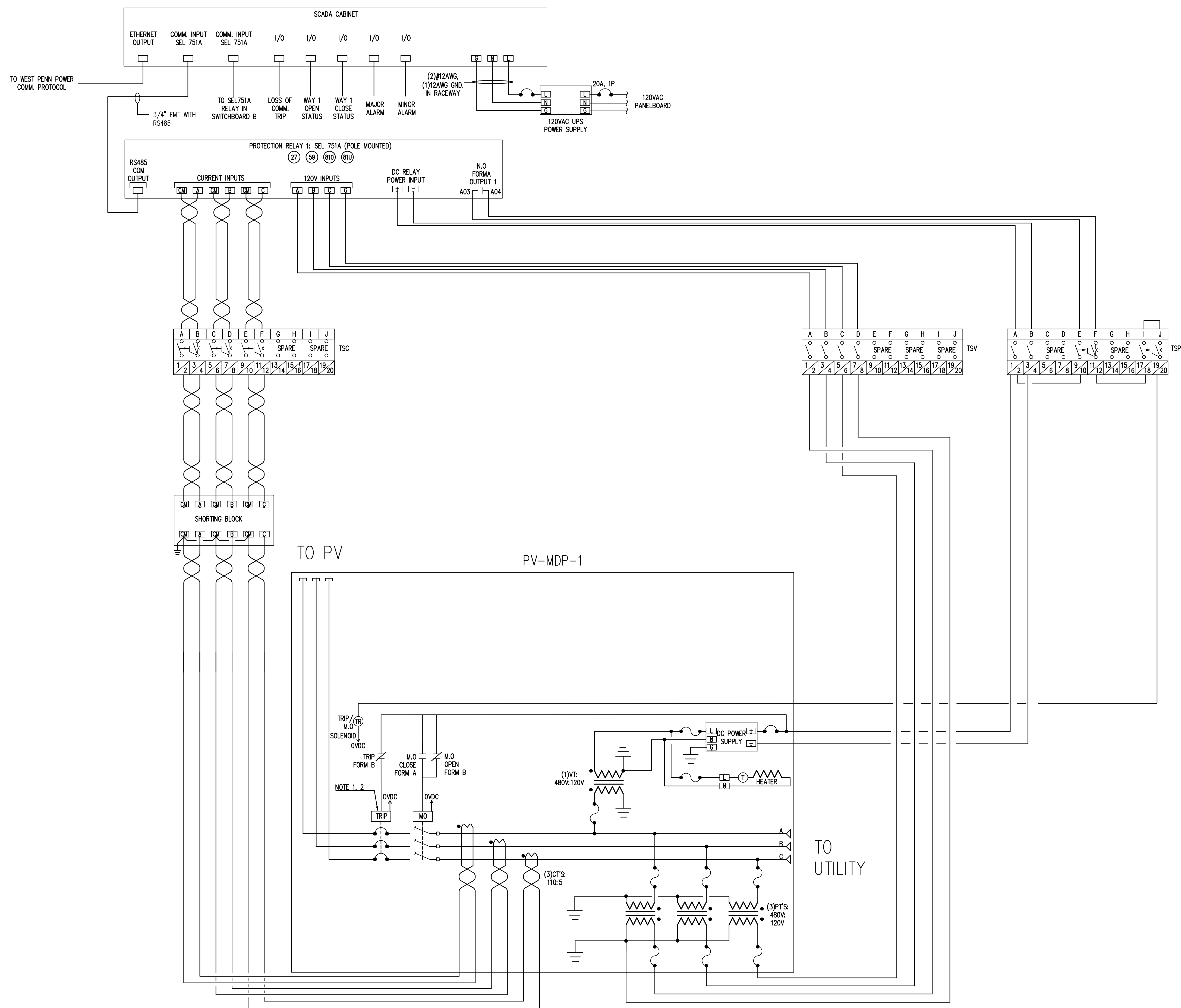
No.	Date	Desc.

Designed	NP
Drawn	NP
Reviewed	BP
Scale	N.T.S.
Project No.	2403122
Date	12/20/2024
CAD File	(REDACTED)

Title
SINGLE LINE DIAGRAM

Sheet No.

SK-3B



LEGEND - SCADA SCHEMATIC

L	LINE
N	NEUTRAL
G	GROUND
- -	CONTACT
V	VOLTS
	RESISTIVE HEATER AND THERMOSTAT
	CURRENT TRANSFORMER
	POTENTIAL TRANSFORMER
	VOLTAGE TRANSFORMER
	GROUND
	FUSE
	RELAY COIL
	SOLENOID
	MOTOR OPERATOR
	FAULT INTERRUPTER
TSC	TEST SWITCH: CURRENT
TSV	TEST SWITCH: VOLTAGE
TSPC	TEST SWITCH: PROTECTION AND CONTROL
[CM]	COMMON
[A]	PHASE A
[B]	PHASE B
[C]	PHASE C
	SHORTING SWITCH
	VOLTAGE SWITCH
DC	DIRECT CURRENT

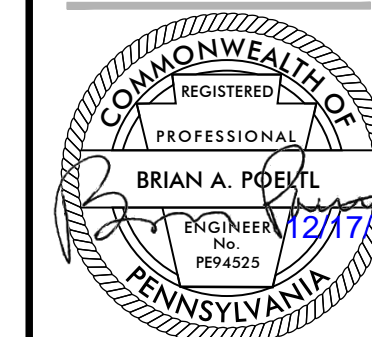
NOTES:

- ELECTROMECHANICAL SOLENOID TO OPEN/CLOSE MV CIRCUIT BREAKER. WHEN PROTECTION RELAY IS POWERED, OUTPUT 1 IS CLOSED, VOLTAGE IS SUPPLIED TO ELECTROMECHANICAL SOLENOID, AND WAY 1 CIRCUIT BREAKER IS MAINTAINED CLOSED.
- WHEN PROTECTION RELAY LOSES POWER, OR OUTPUT 1 IS OPEN DUE TO A PROTECTION ELEMENT FAULT, OR TRANSFER TRIP RELAY IS OPEN DUE TO UTILITY SIGNAL, VOLTAGE IS REMOVED FROM THE ELECTROMECHANICAL SOLENOID, AND WAY 1 CIRCUIT BREAKER IS OPENED FOR FAIL SAFE OPERATION.
- THE SEL 751 RELAY TRIPS THE VACUUM BOTTLE BY OPENING OUTPUT 1.
- THE SEL RELAY INPUT AND OUTPUT CONTACTS ARE WIRED TO THE MOTOR FOR STATUS AND COMMAND REQUIREMENTS. THE SEL RELAY GIVES THE COMMAND TO OPEN THE MOTOR AFTER THE RELAY TARGET HAS OCCURRED, AND THE VACUUM BOTTLE HAS TRIPPED, WHICH THEN RESETS THE VACUUM BOTTLE CONTACTS.
- ONCE THE RELAY TARGET HAS BEEN RESET FOR A SPECIFIED TIME PERIOD THE MOTOR CAN CLOSE THE SWITCH AUTOMATICALLY.
- IF A FAULT TARGET OCCURS THE MOTOR WILL OPEN THE SWITCH AND THE SWITCH WILL RE-CLOSE MANUALLY.

1 PROTECTION, CONTROL, SCADA SCHEMATIC
SCALE: N.T.S.



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REVISIONS
No. Date

Designed NP
Drawn NP
Reviewed BP
Scale N.T.S.
Project No. 2403122
Date 12/20/2024
CAD File (TEXT TEXT)

Title
SCADA CONTROL DIAGRAM

Sheet No.

SK-4



/ SHP 125-US-21 / SHP 150-US-21 / SHP 165-US-21 / SHP 172-US-21



Sunny Highpower PEAK3-US

125 / 150 / 165 / 172

A superior distributed generation
solution for large-scale power plants

25
YEAR
DESIGN LIFE



SMA
Smart Connected



Cost effective

- Modular architecture reduces BOS and maximizes system uptime
- Compact design and high power density maximize transportation and logistical efficiency

Maximum flexibility

- Scalable 1,500 VDC building block with best-in-class performance
- Flexible architecture creates scalability while maximizing land usage

Simple install, commissioning

- Ergonomic handling and simple connections enable quick installation
- Centralized commissioning and control with SMA Data Manager

Highly innovative

- SMA Smart Connected reduces O&M costs and simplifies field-service
- Powered by award winning ennexOS cross sector energy management platform

The Sunny Highpower PEAK3 1,500 VDC inverter offers high power density in a modular architecture that achieves a cost-optimized solution for large-scale PV integrators.

With fast, simple installation and commissioning, the PEAK3 is accelerating the path to energization. SMA has also brought its field-proven Smart Connected technology to the PEAK3, which simplifies O&M and contributes to lower lifetime service costs. The PEAK3 power plant solution is powered by the ennexOS cross sector energy management platform, 2018 winner of the Intersolar smarter E AWARD.

Technical Data	Sunny Highpower PEAK3 125-US	Sunny Highpower PEAK3 150-US	Sunny Highpower PEAK3 165-US	Sunny Highpower PEAK3 172-US
Input (DC)				
Maximum array power ¹⁾	250 kWp	300 kWp	330 kWp	344 kWp
Maximum system voltage		1500 Vdc		
Rated MPP voltage range	705 V ... 1450 V	880 V ... 1450 V	924 V ... 1450 V	968 V ... 1450 V
MPPT operating voltage range	684 V ... 1500 V	855 V ... 1500 V	898 V ... 1500 V	941 V ... 1500 V
MPP trackers		1		
Maximum operating input current		180 A		
Maximum input short-circuit current		325 A		
Output (AC)				
Nominal AC power	125 kW	150 kW	165 kW	172 kW
Maximum apparent power	125 kVA	150 kVA	165 kVA	172 kVA
Output phases / line connections		3 / 3-PE		
Nominal AC voltage	480 V	600 V	630 V	660 V
Compatible transformer winding configuration		Wye-grounded		
Maximum output current		151 A		
Rated grid frequency		60 Hz		
Grid frequency / range		50 Hz, 60 Hz / -6 Hz ... +6 Hz		
Power factor at rated power / adjustable displacement		1 / 0.8 leading ... 0.8 lagging		
Harmonics (THD)		<3%		
Efficiency				
CEC efficiency	98.5 %	99.0 %	99.0 %	99.0 %
Protection and safety features				
Ground fault monitoring: Riso / Differential current		● / ●		
DC reverse polarity protection		●		
AC short circuit protection		●		
Monitored surge protection (Type 2): DC / AC		● / ●		
Protection class / overvoltage category (as per UL 840)		I / IV		
General data				
Device dimensions (W / H / D)		770 / 830 / 462 mm (30.3 / 32.7 / 18.2 in)		
Device weight		99 kg (218 lbs)		
Operating temperature range		-25 °C ... +60 °C (-13 °F ... +140 °F)		
Storage temperature range		-40 °C ... +70 °C (-40 °F ... +158 °F)		
Audible noise emission (full power @ 1m and 25 °C)		< 69 dB(A)		
Internal consumption at night		< 5 W		
Topology		Transformerless		
Cooling concept		OptiCool (forced convection, variable speed fans)		
Enclosure protection rating		Type 4X		
Maximum permissible relative humidity (non-condensing)		100%		
Additional information				
Mounting		Rack mount		
DC connection		Terminal lug (up to 600 kcmil CU/AL)		
AC connection		Screw terminal (up to 300 kcmil CU/AL)		
LED indicators (Status/Fault/Communication)		●		
SMA Speedwire (Ethernet network interface)		● (2 x RJ45 ports)		
Data protocols: SMA Modbus / SunSpec Modbus		● / ●		
Integrated Plant Control / Q on Demand 24/7		● / ●		
Off-grid capable / SMA Hybrid Controller compatible		- / ●		
Monitoring				
SMA Sunny Portal (monitoring portal)		No cost for the lifetime of the system		
SMA Smart Connected (monitoring and remote O&M service)		No cost on inverters under warranty		
Supported protocols for outbound data		SMA external API, Modbus, FTP		
Certifications				
Certifications and approvals (pending)		UL 62109, UL 1998, CAN/CSA-C22.2 No.62109		
Manufacturer's Declaration of Design Life		25 years		
FCC compliance		FCC Part 15, Class A		
Grid interconnection standards		IEEE 1547:2018, UL 1741-SA - CA Rule 21, HECO Rule 14H, UL1741SB		
Advanced grid support capabilities		L/HVRT, L/HVRT, Volt-VAR, Volt-Watt, Frequency-Watt, Ramp Rate Control, Fixed Power Factor		
Warranty				
Standard		5 years		
Optional extensions (total warranty coverage cannot exceed 25 years)		+5 / +10 / +15 / +20 years		
1) Higher DC array power permitted via site inverter load modeling in SMA Sunny Design				
Type designation	SHP 125-US-21	SHP 150-US-21	SHP 165-US-21	SHP 172-US-21
● Standard features ○ Optional features – Not available				

SHP-US-21-23: Changes to products and services, including those resulting from country-specific requirements, as well as deviations from technical data are subject to change at any time without notice. SMA assumes no liability for typographical or other errors. Please visit www.sma.com for the latest information.

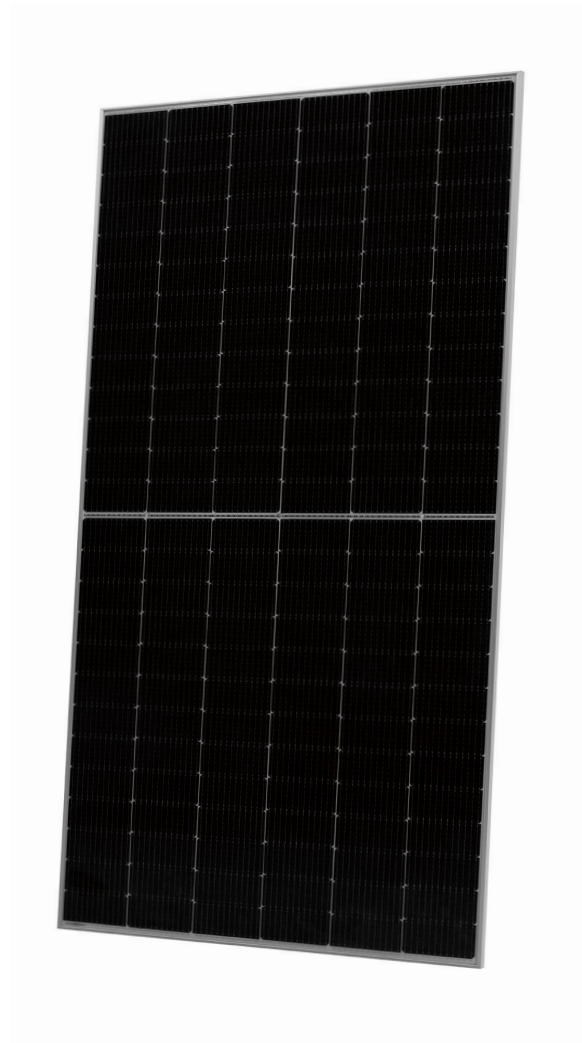
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Q.PEAK DUO XL-G11 SERIES



570-590 Wp | 156 Cells
21.5% Maximum Module Efficiency

MODEL Q.PEAK DUO XL-G11.3
Q.PEAK DUO XL-G11.7



Breaking the 21% efficiency barrier

Q.ANTUM DUO Z technology with zero gap cell layout boosts module efficiency up to 21.5%.



Enduring high performance

Long-term yield security with Anti LeTID Technology, Anti PID Technology¹ and Hot-Spot Protect.



Low electricity generation costs

Higher yield per surface area, lower BOS costs and up to 175 watts more module power than standard 144 half-cell modules.



Extreme weather rating

High-tech aluminium alloy frame, certified for high snow (5400 Pa) and wind loads (2400 Pa).



A reliable investment

Inclusive 12-year product warranty and 25-year linear performance warranty².



State of the art module technology

Q.ANTUM DUO combines cutting edge cell separation and innovative 12-busbar design with Q.ANTUM Technology.

¹ APT test conditions according to IEC/TS 62804-1:2015, method A (-1500 V, 96 h)

² See data sheet on rear for further information.

The ideal solution for:

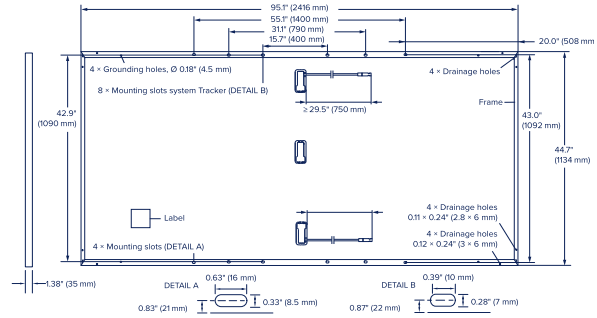
Ground mounted



Q.PEAK DUO XL-G11 SERIES

Mechanical Specification

Format	95.1 in × 44.6 in × 1.38 in (including frame) (2416 mm × 1134 mm × 35 mm)
Weight	67.7 lbs (30.7 kg)
Front Cover	0.13 in (3.2 mm) thermally pre-stressed glass with anti-reflection technology
Back Cover	Composite film
Frame	Anodised aluminium
Cell	6 × 26 monocrystalline Q.ANTUM solar half cells
Junction box	2.09-3.98 in × 1.26-2.36 in × 0.59-0.71 in (53-101 mm × 32-60 mm × 15-18 mm), Protection class IP67, with bypass diodes
Cable	4 mm ² Solar cable; (+) ≥ 29.5 in (750 mm), (-) ≥ 13.8 in (350 mm)
Connector	Stäubli MC4-Evo2, Hanwha Q CELLS HQC4; IP68



Electrical Characteristics

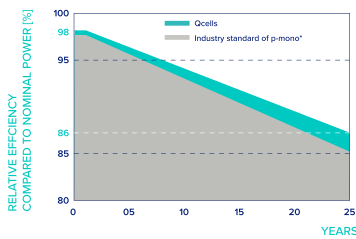
POWER CLASS		570	575	580	585	590	
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC ¹ (POWER TOLERANCE +5 W/-0 W)							
Minimum	Power at MPP ¹	P _{MPP} [W]	570	575	580	585	590
	Short Circuit Current ¹	I _{SC} [A]	13.49	13.51	13.54	13.57	13.59
	Open Circuit Voltage ¹	V _{OC} [V]	53.59	53.62	53.64	53.67	53.70
	Current at MPP	I _{MPP} [A]	12.82	12.87	12.92	12.97	13.01
	Voltage at MPP	V _{MPP} [V]	44.46	44.68	44.90	45.12	45.33
	Efficiency ¹	η [%]	≥ 20.8	≥ 21.0	≥ 21.2	≥ 21.4	≥ 21.5

MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT²

Minimum	Power at MPP	P _{MPP} [W]	427.6	431.4	435.1	438.9	442.6
	Short Circuit Current	I _{SC} [A]	10.87	10.89	10.91	10.93	10.95
	Open Circuit Voltage	V _{OC} [V]	50.54	50.56	50.59	50.62	50.64
	Current at MPP	I _{MPP} [A]	10.09	10.13	10.17	10.22	10.26
	Voltage at MPP	V _{MPP} [V]	42.39	42.58	42.77	42.96	43.14

¹Measurement tolerances P_{MPP} ± 3%; I_{SC}; V_{OC} ± 5% at STC; 1000 W/m², 25 ± 2 °C, AM 1.5 according to IEC 60904-3 • ²800 W/m², NMOT, spectrum AM 1.5

Qcells PERFORMANCE WARRANTY

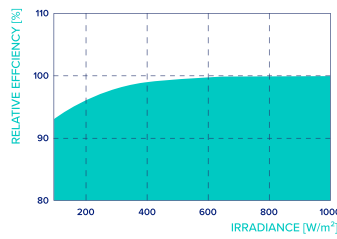


At least 98% of nominal power during first year. Thereafter max. 0.5% degradation per year. At least 93.5% of nominal power up to 10 years. At least 86% of nominal power up to 25 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Qcells sales organisation of your respective country.

¹Standard terms of guarantee for the 5 PV companies with the highest production capacity in 2021 (February 2021)

PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m²).

TEMPERATURE COEFFICIENTS

Temperature Coefficient of I _{SC}	α	[%/K]	+0.04	Temperature Coefficient of V _{OC}	β	[%/K]	-0.27
Temperature Coefficient of P _{MPP}	γ	[%/K]	-0.34	Nominal Module Operating Temperature	NMOT	[°F]	109 ± 5.4 (43 ± 3 °C)

Properties for System Design

Maximum System Voltage	V _{sys}	[V]	1500	PV module classification	Class II
Maximum Series Fuse Rating		[A DC]	25	Fire Rating based on ANSI/UL 61730	TYPE 1
Max. Design Load, Push/Pull ³		[lbs./ft ²]	75 (3600 Pa)/33 (1600 Pa)	Permitted Module Temperature on Continuous Duty	-40 °F up to +185 °F (-40 °C up to +85 °C)
Max. Test Load, Push/Pull ³		[lbs./ft ²]	113 (5400 Pa)/50 (2400 Pa)		

³ See Installation Manual

Qualifications and Certificates

Quality Controlled PV -
TUV Rheinland;
IEC 61215:2016;
IEC 61730:2016.
This data sheet complies
with DIN EN 50380.



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 12/11/2024 __, 2024.

OWNER Roger W. Stahlman and Barbara Ellen Stahlman, his wife

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

PROPERTY That real property consisting of the parcel(s) located in Monroe Township, County of Clarion, 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-Nine and Ninety-Five (79.95) 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 [REDACTED], 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 Memorandum of Option
- EXHIBIT D – Form of Ground Lease

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 D 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 surface rights of 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. Landlord does not warrant or guarantee the absence of asbestos as a building material in any building currently on the Property.

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.

RWS
 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 Clarion County, 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, 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 Clarion 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 C**. Optionee may record the Memorandum at any time after the Effective Date but prior to exercising the Option. Within thirty (30) days of termination, expiration or surrender of this Agreement, in whole or in part, Optionee shall, at its sole expense, record an appropriate termination of Memorandum.

(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

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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

Roger W. and Barbara Ellen Stahlman
168 Stahlman Rd
Sligo, PA 16255
Phone: (814) 316-5059
E-mail: Bestahlman@gmail.com

Optionee Address

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

[SIGNATURE PAGE TO FOLLOW]

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

“Owner”



Roger W. Stahlman



Barbara Ellen Stahlman

“Optionee”

CH Renewables Acquisitions,
a Delaware limited liability company

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

Exhibit A to Option Agreement

Legal Description of Property

PIN: 19-020-189-000-00

ALL that certain piece or parcel of land situate in Monroe Township, Clarion County, Pennsylvania, bounded and described as follows: Bounded on the North by land formerly Clarence Myers, now Jay W. Myers, and land formerly H. A. Lerch, now Orville A. Lerch; Bounded on the East by land formerly Lerch Heirs, now land of John W. Saylor, and land formerly J.E. Bashline, now Edward L. Kifer, and land of David Hannold; Bounded on the South by a public road and by land of Madeline R. Henry, and land of Elvio Santini; and Bounded on the West by land formerly Percy Coal Company, now Elvio Santini and land formerly Clarence Myers, now Jay W. Myers CONTAINING originally 86 acres, more or less, and with the adverse conveyances there is presently 79.950 acres, more or less. MAP NO. 19-02.0-189-00

Exhibit B to Option Agreement

Exhibit B to Option Agreement

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Depiction of the Land

PIN: 19-020-189-000-00 (79.95 Acres)



EXHIBIT C 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 12/11/2024, 2024, by and between Roger W. Stahlman and Barbara Ellen Stahlman, his wife ("**Owner**") with an address of 168 Stahlman Rd, Sligo, PA 16255, 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 Monroe, County of Clarion, 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 12/11/2024, (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:

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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.

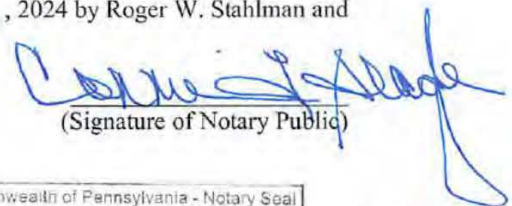
OWNER:


Roger W. Stahlman


Barbara Ellen Stahlman

Commonwealth of Pennsylvania :
County of CLARION :

This instrument was acknowledged before me on Dec 5, 2024 by Roger W. Stahlman and Barbara Ellen Stahlman, his wife.


(Signature of Notary Public)

(Seal)

Commonwealth of Pennsylvania - Notary Seal
Connie L. Stagle, Notary Public
Clarion County
My commission expires July 31, 2025
Commission number 1153760
Member, Pennsylvania Association of Notaries

OPTIONEE:

CH Renewables Acquisitions, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Commonwealth of Pennsylvania :
County of _____ :

This instrument was acknowledged before me on _____, 2024 by _____ (name/s of person/s) as _____ (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).

(Signature of Notary Public)

(Seal)

Exhibit A to Memorandum of Option

Legal Description of Property

PIN: 19-020-189-000-00

ALL that certain piece or parcel of land situate in Monroe Township, Clarion County, Pennsylvania, bounded and described as follows: Bounded on the North by land formerly Clarence Myers, now Jay W. Myers, and land formerly H. A. Lerch, now Orville A. Lerch; Bounded on the East by land formerly Lerch Heirs, now land of John W. Saylor, and land formerly J.E. Bashline, now Edward L. Kifer, and land of David Hannold; Bounded on the South by a public road and by land of Madeline R. Henry, and land of Elvio Santini; and Bounded on the West by land formerly Percy Coal Company, now Elvio Santini and land formerly Clarence Myers, now Jay W. Myers CONTAINING originally 86 acres, more or less, and with the adverse conveyances there is presently 79.950 acres, more or less. MAP NO. 19-02.0-189-00

Exhibit D to Option Agreement**Form of Ground Lease****GROUND LEASE**

This GROUND LEASE AGREEMENT (this "Lease") is entered into as of the Effective Date by and between Landlord and Tenant (defined below).

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, Tenant and Landlord hereby agree as follows:

BASIC LEASE PROVISIONS

EFFECTIVE DATE	_____, 2024.
LANDLORD	Roger W. Stahlman and Barbara Ellen Stahlman, his wife.
TENANT	CH Renewables Acquisitions, LLC, a Delaware limited liability company.
PROPERTY	Those certain parcels of real property, any improvements located thereon and rights, benefits and easements appurtenant to the parcels located in Monroe Township, County of Clarion, Commonwealth of Pennsylvania as more particularly described on <u>Exhibit A</u> .
LAND	Approximately Seventy-Nine and Ninety-Five (79.95) acres of the Property as more particularly described on <u>Exhibit B</u> , together with all appurtenant rights and easements, including, without limitation, the right to access and utilize all radiant energy emitted from the sun upon, over and across said real property.
BASIC RENT	
From the Effective Date until the Commercial Operation Date (" CONSTRUCTION PERIOD ")	An annual amount equal to \$1,000.00 per estimated buildable acre of Land (the " Construction Period Rent "); provided that the minimum Construction Period Rent shall be \$15,000.00 to be paid in advance in annual installments of the total annual amount, which shall be payable pursuant to <u>Section 4</u> below.
From the Commercial Operation Date and continuing for the remainder of the Term (" OPERATIONS PERIOD ")	An annual amount equal to \$2,000.00 per estimated buildable acre of Land (the " Operations Period Rent "); provided that the minimum Operations Period Rent shall be \$15,000.00 which shall be payable in one installment pursuant to <u>Section 4</u> below. Together, the Construction Period Rent and the Operations Period Rent shall be " Basic Rent ".

Rent Escalation Beginning on the date which is _____() year(s) after the first Basic Rent payment date of the Operations Period (“**Rent Escalation Date**”) at an escalation of _____ percent (____%) (“**Rent Escalation Percentage**”) pursuant to Section 4 below.

TERM

Construction Period Up to 24 months, commencing on the Effective Date.

Operations Period The period commencing on the earlier of (a) twenty-four (24) months after the Effective Date and (b) the Commercial Operation Date (defined below) and expiring on the date that is twenty-five (25) years after such date (the “**Initial Term**”). Tenant shall have the right to extend the Initial Term for three (3) additional five (5) year periods (each a “**Renewal Term**”), provided that Tenant delivers notice to Landlord of its intent to exercise the first Renewal Term at least thirty (30) days prior to the expiration of the Initial Term and notice of its intent to exercise the second and third Renewal Terms at least thirty (30) days prior to the expiration of the immediately preceding Renewal Term. The Initial Term and each Renewal Term are referred to herein collectively as the “**Term**”.

A non-exclusive, appurtenant easement to access the Land and to construct, maintain, reconstruct, and/or repair a road and/or pedestrian access on, over, across and through the Property in the locations more particularly described on Exhibit C (the “**Access Easement Area**”).

ACCESS EASEMENT

INTERCONNECTION EASEMENT

A non-exclusive, appurtenant easement for constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, modifying and/or repairing aboveground electrical transmission lines and a line or lines of poles or towers, together with such wires and cables and communications lines as from time to time are suspended therefrom, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper anchors, support structures, foundations, footings, cross arms and other appliances and fixtures for use in connection with said towers, wires and cables, in each case upon, through, over, across and/or under, as applicable, the Property in the location more particularly described on Exhibit D (the “**Interconnection Easement Area**”) and together with the Access Easement Area, collectively, the “**Easement Areas**” and collectively known as the “**Easements**”).

LIST OF EXHIBITS

EXHIBIT A – Legal Description of the Property

EXHIBIT B – Legal Description of the Land

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EXHIBIT C – Access Easement Area

EXHIBIT D – Interconnection Easement Area

EXHIBIT E – Form of Memorandum of Lease

1. **Basic Lease Provisions.** The Basic Lease Provisions set forth above and the Exhibits attached to this Lease are each incorporated into the body of this Lease as if set forth in full.
2. **Lease of Land.** Landlord hereby leases and grants to Tenant exclusive rights to the Land and Tenant agrees to and does hereby lease from Landlord, subject to the terms and conditions of this Lease, the Land, together with all right, title and interest of Landlord in and to all easements, rights, privileges and appurtenances to the same belonging or in any way appertaining thereto, to have and to hold the aforesaid Land and appurtenant interests unto Tenant for the Term (defined below) for the purposes of constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, modifying and/or repairing a solar electric generating facility, which may include photovoltaic solar panels, foundations, poles, towers, mounting systems, inverters, transformers, integrators, energy storage facilities, overhead or underground electrical and communications lines and conduits and additional utility lines, cables, conduits, transformers, wires, meters, monitoring equipment, substations, switch yards, and other related equipment and appurtenances (the "Facility").
3. **Term of Lease.** The Term of this Lease shall be the period described in the Basic Lease Provisions above. Notwithstanding the foregoing, Tenant may terminate this Lease at any time prior to the Commercial Operation Date for any reason or no reason whatsoever, without penalty, by providing written notice to Landlord prior to the Commercial Operation Date. The "Commercial Operation Date" is the date on which the Facility achieves commercial operation.
4. **Rent.** Tenant covenants and agrees to pay Landlord during the Term the amount of the "Basic Rent" described in the Basic Lease Provisions above. Construction Period Rent shall be payable in advance in annual installments and shall be due on or before the thirtieth (30th) business day of the applicable calendar year (prorated for any partial annual period). Operations Period Rent shall be payable annually in advance and shall be due on or before the thirtieth (30th) business day after the Commercial Operation Date and each anniversary thereafter during the Term (prorated for any partial annual period). Beginning on the Rent Escalation Date, and on each anniversary thereafter during the Term, the Basic Rent shall increase over the Basic Rent payable for the immediately preceding year by the Rent Escalation Percentage. In the event the Operations Period commences prior to the end of the first full year or second full year of the Construction Period, as applicable, then the Construction Period Rent shall be pro-rated for the actual duration of the Construction Period, and any overpayment shall be applied toward the first annual installment of the Operations Period Rent. For the avoidance of doubt, the acreage used for purposes of calculating the Basic Rent shall be subject to the minimum acreage requirements specified for the definition of "Land" herein, and shall include both the acreage of (a) the real property contained within the Land (as may have been subdivided by Tenant in connection with this Lease and Tenant's option to lease the Land pursuant to which this Lease was executed) and (b) the Easement Areas.
5. **Easements and Non-Interference.**
 - (a) **Easement Areas.** If identified in the Basic Lease Provisions above, Landlord hereby grants to Tenant the Easements described in the Basic Lease Provisions, if any, for a period coterminous with this Lease. Notwithstanding the fact that the Easements, if any, are non-exclusive, any concurrent uses of the Easement Areas by Landlord or any third parties shall not interfere with Tenant's rights granted herein. The Land together with easements appurtenant to the Land and the Easement Areas, if any, shall be referred to herein as the "Premises". If Tenant determines in its reasonable discretion that any additional easements across the Property are necessary, useful or appropriate for the construction and/or operation of the Facility, Landlord shall grant such easements, rights of way, or other rights or encumbrances across, over, under or through the Property and/or other land owned by or under the control of Landlord and not included in the Premises. Such easements, rights of way and other rights or encumbrances shall be delivered

by Landlord on forms prepared by Tenant within fifteen (15) days of Tenant's request, including, but not limited to, by amendment to this Lease or by separate agreement.

(b) **No Interference and Sunlight.** Landlord grants to Tenant the right and privilege to the free and unobstructed insolation of solar energy over and to the Property. Landlord's activities and any grant of rights Landlord makes to any person or entity, whether located on the Premises or elsewhere, shall not, currently or prospectively, interfere with the construction, installation, maintenance, or operation of the Facility and/or access over the Property to such Facility and/or Tenant's rights granted hereunder to use the Premises as permitted pursuant to this Lease. Without limiting the generality of the foregoing, Landlord shall not (and shall not allow any other party to) [disturb or interfere with the unobstructed flow of solar energy upon, over and across the Land, whether by placing towers or antennas of any type, planting trees or constructing buildings or other structures or facilities, or by engag[e][ing] in any other activity on the Property or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Facility. Tenant may, as reasonably necessary, remove, trim, prune, top or otherwise control the growth of any tree, shrub, plant or other vegetation; dismantle, demolish, and remove any improvement, structure, embankment, impediment, berm, wall, fence or other object, on or that intrudes (or could intrude) into the Property or on any land adjacent to the Premises that Landlord or Landlord's affiliate may acquire ("**Surrounding Land**") that could obstruct, interfere with or impair the Facility, the unobstructed flow of solar energy] or the use of the Land by Tenant hereunder. In addition to the foregoing, Tenant shall have the right (but shall not the obligation) to remove, at Landlord's cost, any buildings or other structures located on the Property or the Surrounding Land that are in violation of the terms of this Section 5(b). Tenant shall be permitted to a reimbursement of such costs as an abatement of Basic Rent. In the event Landlord shall sell, convey or otherwise transfer ownership of any of the Surrounding Land, Landlord shall include in any instrument evidencing such transfer the prohibition set forth in this Section 5(b). For purposes of this Section 5(b), no development by Landlord or its affiliates shall be allowed if it blocks access to the Premises or the Facility or access of sunlight to the Facility or interferes with Tenant's rights hereunder, and Landlord shall execute any "sunlight easements" as required by Tenant to effectuate this restriction.

(c) **Temporary Easement.** Landlord grants to Tenant the right, privilege, and non-exclusive easement, to be located at a mutually acceptable location on a portion of the Property, to be used for temporary (i) storage and staging of tools, materials and equipment; (ii) construction laydown; (iii) parking of construction crew vehicles and temporary construction trailers; (iv) vehicular and pedestrian access and access for rigging and material handling; and (v) construction or installation of other facilities reasonably necessary to construct, erect, install, expand, modify or remove the Facility. Tenant shall return such temporary easement area to the condition existing immediately prior to such use by Tenant to the extent reasonably practical (reasonable wear and tear, casualty and condemnation excepted).

(d) **Effects Easements.** Landlord acknowledges that the operation of the Facility may cause certain effects, including but not limited to noise, visual, electromagnetic, electrical, and radio frequency interference, and any other effects attributable to the operation of the Facility. Therefore, Landlord hereby grants to Tenant a non-exclusive easement to cause such effects on the Property and Surrounding Land as may be reasonably necessary for the operation of the Facility, provided that Tenant shall use commercially reasonable efforts to minimize the effects of the Facility on the Surrounding Land, consistent with good engineering practices and Tenant shall comply with all applicable laws, regulations, and permits governing the operation of the Facility.

(e) **Non-Obstruction Easement.** Without limiting the generality of the foregoing, neither Landlord nor any person claiming through or authorized by Landlord shall (i) engage in any activity on the Property (whether by planting trees or other vegetation, constructing buildings or other structures, exploiting or preparing to exploit the subsurface property rights or otherwise) that obstructs or impairs the availability of sunlight throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) and vertically one hundred and eighty degrees (180°) (or such greater

degrees as may be necessary to achieve a vertical angle that extends from the surface of the land in all directions to the opposite surface of the land in opposing directions) from each point within the Property where any Facility is or may be located at any time or from time to time to the boundaries of the Property, and vertically through all space above the surface of the Property, it being the intent of the parties that such description of angles and distances expanding outward from any one point will result in encompassing all space above the surface of the entire Property; or (ii) engage in any activity which would cause the introduction of excessive dust for continued and prolonged periods of time onto the Property (“**Non-Obstruction Easement**”). Tenant’s rights herein include an easement right to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation now or hereafter existing on the Property which obstruct receipt of or access to sunlight to the Property.

(f) All easements, rights and covenants granted by Landlord to Tenant hereunder touch and concern the land, shall burden the Property and any applicable Surrounding Land and run with the land, and are expressly intended to, and shall, be covenants running with the Property. The Parties further agree that there is privity between Landlord and Tenant, and that performance of the terms and conditions of this Lease aid the Parties in the physical use or enjoyment of the lands impacted by this Lease. To the extent any covenant, right, or obligation set out in this Lease is not enforceable as a covenant running with the land, such provision shall be deemed an equitable servitude. In the event that Landlord fails to grant to Tenant any of the easements, rights of way or other rights or encumbrances referenced in this Section 5, or if Landlord prevents Tenant from using any of the easements, rights of way or other rights or encumbrances referenced in this Section 5, then Tenant shall be entitled to an abatement of Basic Rent for the period that Tenant is denied such right to any such easements, rights of way or other rights or encumbrances.

6. **Facility; Personal Property; Use of Premises.**

(a) **Improvements as Personal Property.** The parties agree that any improvements, equipment, facilities, foundations, poles, towers or transmission lines at any time constructed by or for Tenant on the Premises, or at any time acquired by or for Tenant and located on the Premises, including, without limitation, the Facility (the “**Improvements**”) are hereby severed by agreement and intention of the parties and shall remain severed from the Premises, and shall be considered with respect to the interests of the parties hereto as the property of Tenant or a Financing Party (defined below) designated by Tenant, and, even though attached or affixed to or installed upon the Premises, shall not be considered to be fixtures or a part of the Premises and shall not be or become subject to the lien of any mortgage or deed of trust heretofore or hereafter placed on the Premises by Landlord. Landlord waives any rights it may have under the laws of the state where the Premises is located, arising under this Lease, or otherwise, to any lien upon, or any right to distress or attachment upon, or any other interest in, any item constituting part of the Facility or any other equipment or other Improvements and consents to the filing by Tenant, on behalf of Landlord, of a disclaimer of the Facility and the Improvements as fixtures of the Premises in the official records of the county where the Property is located. The parties further agree that all Environmental Attributes (defined below) and Incentives (defined below) belong solely to Tenant and shall remain the personal property of Tenant and shall not attach to or be deemed a part of, or fixture to, the Premises. “**Environmental Attributes**” shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products. “**Incentives**” include, without limitation, any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies.

(b) **Use of Land.** Tenant and its designees shall have exclusive use of the Land during the Term. Tenant may use the Premises for purposes related to the construction, placement, operation, maintenance, reconstruction, replacement, rebuilding, upgrading, removal, inspection, modification and/or repair of the Facility and the other Improvements.

(c) **Additions and Removals.** Tenant shall have the right, but not the obligation, at any time and from time to time during the Term, at its expense, to (i) make additions, changes, alterations, or

improvements, structural or otherwise, to the Facility; and (ii) demolish and remove the Facility or any other Improvements hereafter located on the Premises.

7. **Mineral Rights/Surface Use.** This Lease does not demise or lease to Tenant any oil, gas or minerals in place underneath the surface of the Premises or the right to extract and remove the same, and subject to the following terms and provisions of this Section 7, Landlord's rights, if any, in such oil, gas, and minerals are reserved to, and retained by, Landlord. During the Term, Landlord may not use, or permit the use of the Premises from the surface to a depth of five hundred (500) feet below the surface, for the purpose of exploring for, extracting, producing or mining such oil, gas or minerals. Landlord may explore for, extract or produce oil, gas and minerals from the Property in a manner which does not interfere with Tenant's use of the Premises or affect the Facility and utilizes a method, such as "directional drilling" which does not require the use of the Premises to a depth of five hundred (500) feet below the surface.

8. **Insurance and Waiver of Subrogation.**

(a) **Tenant's Liability Insurance.** Tenant shall, during the term hereof, obtain, maintain and keep in full force and effect, with Landlord named as additional insured, commercial general liability insurance applying to the use and occupancy of the Premises in no less than the following amounts:

(i) **Worker's Compensation.** Worker's compensation insurance in accordance with federal and state statutory requirements.

(ii) **General Liability.** General liability insurance including bodily injury, property damage, products/completed operations, contractual and personal injury liability with a combined single limit of at least one million dollars (\$1,000,000) per occurrence and at least two million dollars (\$2,000,000) annual aggregate.

(iii) **Automobile Liability.** Automobile liability insurance including bodily injury and property damage arising out of any vehicle brought onto the Premises and operated by Tenant.

(b) **Waiver of Subrogation.** Tenant hereby waives any right of recovery against Landlord and the authorized representatives of Landlord for any loss or damage that is covered or required by this Lease to be covered by any policy of insurance maintained with respect to the Premises, the Improvements or any operations therein, even though such loss or damage might have been occasioned by the negligence of Landlord. Tenant shall cause insurance policies relating to this Lease, the Property, the Premises and the Improvements to provide that such insurers waive all right of recovery by way of subrogation against Landlord in connection with any claim, loss or damage covered by such policies.

9. **Taxes and Assessments.** "Taxes and Assessments" shall mean all taxes, assessments or other impositions, general or special, ordinary or extraordinary, of every kind or nature, which may be levied, assessed or imposed upon or with respect to the Property or any part thereof, including the Premises, or upon any buildings, improvements, fixtures, equipment or personal property at any time situated thereon. Landlord shall pay before the same become delinquent any Taxes and Assessments which accrue during the Term and are imposed on, or arise in connection with, the Property (except those that are the responsibility of Tenant pursuant to clause (a) below), including any annual increases thereon. Tenant shall not be responsible for payment of any municipal, state or federal income, income profits or revenue tax imposed on rent, inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy or any tax related to a change of ownership of the Property. Landlord and Tenant shall split equally any transfer or conveyance tax arising out of this Lease, and Landlord shall revert its portion of any such tax to Tenant within five (5) days of written request therefor.

(a) **Tenant's Taxes.** Throughout the Term, Tenant shall pay, or cause to be paid, all Taxes and Assessments that may be imposed on the Improvements, and Tenant shall pay, or cause to be paid, any increase in Taxes and Assessments accruing during the Term against the Premises to the extent resulting directly from the presence of Tenant's Improvements on the Premises. Landlord shall promptly forward to

Tenant all notices, bills or other statements received by Landlord concerning any Taxes and Assessments. To the extent that any of the Taxes and Assessments payable by Tenant are jointly assessed with Landlord's real estate taxes, assessments and other impositions, the parties shall cooperate in a good faith effort to cause such Taxes and Assessments to be separately assessed. Tenant shall pay all such Taxes and Assessments directly to the taxing authority as the same become due and payable.

(b) **Right to Contest Assessment.** Tenant shall have the right in its own name to contest the validity or amount, in whole or in part, of any Taxes or Assessments for which Tenant is responsible by appropriate proceedings timely instituted, provided that any such contest by Tenant shall effectively stay or prevent any official or judicial sale of the Premises or any part thereof by reason of nonpayment of any Taxes or Assessments. Landlord shall, at Tenant's request, and expense, fully cooperate with Tenant in all reasonable ways to contest any Taxes and Assessments. Tenant shall hold Landlord harmless from any costs and expenses related to any such contest, and Tenant shall promptly pay any valid final adjudication enforcing any Taxes and Assessments. Any refund of Taxes and Assessments payable as a result of any such proceedings attributable to a period of time during the Term shall be the property of Tenant. Tenant shall have the right to enter into an agreement for payment in lieu of taxes with the applicable taxing authority, and Landlord shall, at Tenant's request and expense, fully cooperate with Tenant in Tenant's effort to enter into such agreement and execute such documents as are reasonably necessary.

(c) The provisions of this Section 9 shall survive the expiration or earlier termination of this Lease.

10. **Right to Control Access.** Subject to the terms of this Lease and applicable law, Tenant shall have the right under the Lease to control and restrict access onto and over the Land and exclude others (other than any parties with preexisting easement rights of record or other rights approved by Tenant), and Tenant may, at its sole expense, construct and maintain security devices on and surrounding the Land which Tenant deems appropriate and necessary for the protection of the Facility, including, but not limited to, any type of fencing, security monitoring or other security safeguards.

11. **Subordination; Nondisturbance.** Landlord shall, at its expense, on or before the first payment of Basic Rent is due, unless earlier requested by Tenant, and as a condition to Tenant's obligation to make any payment of Basic Rent, deliver to Tenant a subordination, non-disturbance and attornment agreement(s) (each a "SNDA") from the current holder(s) of any deed of trust, mortgage or other lien encumbering the Premises, in form and substance reasonably acceptable to Tenant, which provides, among other things, that Tenant's occupancy or use of the Premises in accordance with the terms of this Lease will not be disturbed. Such SNDA shall be recorded in the official records of the county where the Premises is located.

12. **Repairs, Maintenance, Damage or Destruction of the Premises.** Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Premises. Except in the case of Landlord's negligence or willful misconduct or as expressly set forth in this Lease, Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Premises and the Improvements thereon throughout the Term (including any repairs or reconstruction as a result of damage or destruction due to casualty), provided that Tenant shall have no obligation to construct or reconstruct any Improvements or to maintain the Improvements in any particular condition or state of repair so long as the Improvements comply with Legal Requirements. All insurance proceeds paid on account of any damage or destruction occurring on the Premises or with respect to the Facility or other Improvements under the insurance policies maintained by Tenant shall be paid to Tenant. If the Improvements, including the Facility, are damaged or destroyed and Tenant elects not to repair or restore the Improvements or repair or construct a new Facility, Tenant shall have the right, without waiving or exercising other rights or remedies, to terminate this Lease and remove any remaining Improvements in accordance with Section 17, without penalty, effective as of the date of the damage or destruction by giving written notice to Landlord.

13. **Condemnation.** If, at any time during the Term, all or any part of the Premises shall be condemned or transferred in lieu of condemnation, the net proceeds of such condemnation or transfer shall be divided between Landlord and Tenant in the proportions specified in the condemnation award or agreement of transfer or, if not so specified, in proportion to the fair value of Landlord's and Tenant's respective interests in this Lease and the Premises, provided that to the extent the net proceeds of any condemnation or transfer in lieu of condemnation are attributable to the Improvements, such proceeds shall be paid solely to Tenant with Landlord receiving any proceeds attributable solely to the residual value of the fee estate of the Premises. For the purpose of this Section 13, the net proceeds of a condemnation or transfer in lieu of condemnation shall mean the total proceeds of such condemnation or transfer less the costs and expenses incurred in connection therewith (including legal fees).

If the entire Land is condemned or transferred in lieu of condemnation, the Term shall terminate at the time title vests in the condemning authority. If a portion of the Premises is condemned or transferred in lieu of condemnation, the Lease shall continue in full force and effect with respect to that portion of the Premises which has not been so condemned or transferred and Basic Rent shall be equitably adjusted. Notwithstanding the foregoing, Tenant may terminate this Lease without penalty by giving written notice of termination to Landlord if, in Tenant's sole and absolute discretion, the Premises is not suitable for Tenant's intended use following such condemnation or transfer in lieu thereof.

14. **Mortgage of Tenant's Interest.**

(a) **Leasehold Financing.** Tenant may obtain financing pertaining to the Facility from one or more Financing Parties (defined below), including but not limited to, (i) development, bridge, construction, term or permanent financing, (ii) investment capital or working capital and/or (iii) structured tax equity financing, securitization financing, sale-leaseback financing, and/or any other debt or equity financing, including without limitation, any renewals, refundings, extensions or refinancings of any of the foregoing. In connection therewith Tenant may enter into various agreements and execute various documents relating to such financing, which documents may, among other things, assign this Lease and the Easements and any other easements benefitting the Premises by way of direct or collateral assignment to a Financing Party, assignment of the Easements and a lease of the Facility from such Financing Party to Tenant, grant the Financing Parties a sublease or other real property interest in Tenant's interest in and to the Premises, grant a first priority security interest in Tenant's interest in the Improvements and/or this Lease and Tenant's other interests in and to the Premises, including, but not limited to, any Easements, rights of way or other similar interests (such documents, "**Financing Documents**"). Landlord acknowledges notice of the foregoing and consents to the foregoing actions and Financing Documents described above, and Landlord agrees to execute, and agrees to cause any and all of Landlord's lenders to execute, such subordination agreements, consents, estoppels and other acknowledgements of the foregoing as Tenant or the Financing Parties may request. For purposes herein, "**Financing Party**" or "**Financing Parties**" shall include (x) any individual, entity, financial institution, leasing company, or lender providing funds or extending credit to Tenant or its affiliates and (y) any collateral or administrative agent acting on behalf of any such individual, entity, financial institution, leasing company, or lender in connection with such financing.

(b) **Financing Party Protections.** Landlord agrees not to accept a voluntary surrender of this Lease at any time while a Financing Party has a lien on the leasehold estate; and Landlord and Tenant further agree that, so long as any such Financing Party shall have a lien on the leasehold estate, without the prior written consent of such Financing Party, Landlord and Tenant will not subordinate this Lease to any mortgage which may hereafter be placed on the fee of the Land or amend or alter any terms or provisions of this Lease. This provision is for the express benefit of and shall be enforceable by such Financing Party.

(c) **Financing Party Cure Rights.** If at any time any Financing Party (or Tenant on behalf of a Financing Party) shall have given to Landlord, a notice specifying the name and address of such Financing Party for purposes of receiving notice, Landlord shall send by personal delivery or by certified or registered mail or overnight courier service to such Financing Party a copy of each notice of default or other notice at the same time as and whenever any such notice of default or other notice shall thereafter be given by

Landlord to Tenant, addressed to such Financing Party at the address last furnished to Landlord. No notice of default by Landlord shall be deemed to have been given unless and until a copy thereof shall have been so given to such Financing Party. Tenant irrevocably directs that Landlord accept, and Landlord agrees to accept, performance and compliance by any Financing Party (or its designee) of and with any term, covenant or condition on Tenant's part to be kept, observed or performed under this Lease with the same force and effect as though kept, observed or performed by Tenant. The Financing Party shall have the same period after delivery of notice of default to remedy the default, or cause the same to be remedied, but not the obligation to so remedy or commence to remedy, as is given to Tenant, plus the following additional time periods following the expiration of Tenant's cure period described in Section 16 below: (i) thirty (30) days in the event of a monetary default; and (ii) ninety (90) days in the event of a non-monetary default. A Financing Party shall have the absolute right to enforce its lien and acquire title to the leasehold estate (directly or through a designee) by any lawful means, including foreclosure or assignment in lieu of foreclosure, and thereafter assign or transfer the leasehold estate to a third party. The commencement of a judicial or non-judicial foreclosure proceedings by a Financing Party shall be deemed the commencement of a non-monetary cure provided that the Financing Party thereafter diligently prosecutes the same and upon acquisition by either the Financing Party or any other direct purchaser or direct transferee of Tenant's interest under this Lease, whether at a judicial foreclosure, foreclosure under a power of sale, trustee's sale or by deed or assignment in lieu of foreclosure, such Financing Party, purchaser or transferee commences within ninety (90) days of acquiring such interest, and thereafter diligently prosecutes to completion, curing all defaults hereunder reasonably capable of being cured by such Financing Party or transferee.

(d) **Notice to Financing Parties.** In case of the termination of this Lease by reason of the happening of an Event of Default (defined below) or the leasehold estate is foreclosed or rejected by the Tenant in bankruptcy, Landlord shall give notice thereof to any Financing Party whose notice details have been provided to Landlord in accordance with Section 14(c), which notice shall be sent by personal delivery or by registered or certified mail or overnight courier service to such Financing Party at the address last furnished to Landlord. If, within ninety (90) days after the mailing of such notice, such Financing Party shall notify Landlord that such Financing Party or its designee desires to enter into a lease of the Premises with Landlord, Landlord shall join with the Financing Party, or its designee, in executing and delivering a new lease of the Premises to such Financing Party, or its nominee, for the remainder of the Term, at the Basic Rent and upon the terms, covenants and conditions contained in this Lease. Any new lease shall be superior to all rights, liens and interests intervening between the date of this Lease and the granting of a new lease and shall be free of any and all rights of Tenant under this Lease.

(e) **Financing Party Obligations.** No Financing Party shall have any obligation under this Lease prior to the time that such Financing Party acquires title to the leasehold estate by foreclosure, assignment in lieu of foreclosure or otherwise and has the possession or use thereof in accordance with Section 14(c) above. Moreover, any Financing Party or other party who acquires the leasehold estate pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations hereunder pertaining to (i) the period prior to the time such Financing Party has possession and use of the leasehold estate, or (ii) the period after such Financing Party or other party no longer has possession and use of the leasehold estate and such possession and use has properly vested in another person or entity.

(f) **Survival.** The provisions of this Section 14 shall survive the expiration or earlier termination of this Lease.

15. **Assignment and Subletting.**

(a) Tenant shall not have the right to assign any of its rights, duties or obligations under this Lease without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant may, without Landlord's consent, in its sole discretion assign any of its rights, duties, or obligations under this Lease and with respect to the Improvements (i) to one or more of its affiliates, (ii) to any entity which controls, is controlled by or under common control with Tenant or its affiliates (the "**Affiliate Parties**"), (iii) to a Financing Party, (iv) to any present or future purchaser of

the power generated or stored by the Facility, (v) to any person or entity purchasing or otherwise succeeding to all or substantially all of the assets of Tenant or one of the Affiliate Parties, (vi) any entity engaged in a joint venture, partnership or similar arrangement with Tenant or any Affiliate Party, or (vii) to a successor entity in a merger or acquisition transaction.

(b) Tenant shall have the right to sublet all or portions of the Premises, provided that each such sublease shall be subject and subordinate to this Lease and to the rights of Landlord hereunder.

(c) Landlord may not assign, sublease, mortgage, pledge, sell, convey or transfer its interest in the Premises or this Lease without the prior written consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary in the preceding sentence, no assignment of Landlord's interest in the Premises or the Lease shall relieve Landlord of any of its obligations under this Lease, nor may any such assignment be made unless fee title to the Property is simultaneously transferred to the permitted assignee hereunder and unless such permitted assignee has first assumed all of Landlord's obligations under this Lease in writing.

16. **Default Provisions.**

(a) **Default.** The following events shall be deemed to be events of default (each an "Event of Default," and collectively, the "Events of Default"):

(i) Failure to pay any payment required to be made hereunder as the same shall become due and payable, and such failure shall continue for twenty (20) business days after written notice of such failure has been received by the defaulting party.

(ii) Failure to comply in any material respect with any material term, provision or covenant of this Lease, other than payment of monetary sums, and if such failure continues for a period of sixty (60) days after written notice specifying such failure has been received by the defaulting party, or in the case of any such failure which cannot with due diligence and in good faith be cured within sixty (60) days, within such additional period as may be reasonably required to cure such failure with due diligence and in good faith.

(iii) Any act or omission of Landlord that in any way, directly or indirectly, impacts, affects or impairs Tenant's ability to operate and/or the operation of the Facility.

(b) **Remedies.** Upon the occurrence of any Event of Default, subject to the rights of any Financing Party, the non-defaulting party may, at its option, and in addition to and cumulatively of any other rights it may have at law or in equity or under this Lease (i) cure the Event of Default on the defaulting party's behalf, in which event the defaulting party shall reimburse the non-defaulting party for all sums so expended; (ii) terminate this Lease by notice to the defaulting party and in conformity with the procedures required herein and by applicable law; or (iii) enforce, by all proper and legal suits and other means, its rights hereunder. In addition to any other remedies Tenant may have, Tenant shall be entitled to injunctive or other equitable relief as a remedy.

17. **Surrender of Possession.**

(a) **Ownership of Improvements.** Subject to the rights of all Financing Parties, on the expiration or earlier termination of this Lease, title to all Improvements located at the Premises shall continue to be the property of Tenant, its successors or assigns.

(b) **Surrender.** In accordance with the foregoing, Tenant shall, on or before the last day of the Term, or upon the earlier termination of this Lease, peaceably and quietly leave, surrender and yield up to Landlord the Premises, free of subtenancies.

(c) **Decommissioning and Removal.** Promptly after the expiration or earlier termination of the Term, Tenant shall commence to decommission, dismantle and remove the Facility and all other

property of Tenant located on the Premises, returning the Premises to its condition as of the Effective Date to the extent reasonably practical (reasonable wear and tear, casualty and condemnation excepted); provided, however, that Tenant shall not be required to decommission, dismantle or remove any underground Improvements or to significantly alter the grade of the Premises. Landlord hereby grants to Tenant and its successors and assigns a license to enter upon the Premises to perform the activities required to be performed by Tenant pursuant to this Section 17(c), which license shall be effective commencing upon the date of termination or expiration of the Term and shall continue for one hundred eighty (180) days thereafter. In year twenty (20) of the Operations Period, Tenant shall retain an independent demolition contractor with renewable energy industry experience to provide a good faith estimate of the total cost (net of any salvage value of the Facility) to restore any changes made to the Premises by Tenant to the condition required by applicable law (the "**Reclamation Estimate**"). Within ten (10) days of its receipt of the Reclamation Estimate, Tenant shall deliver a copy of the Reclamation Estimate to Landlord and shall deliver to Landlord a payment bond or a letter of credit issued by a credit worthy bonding company or financial institution, as applicable for the amount of the Reclamation Estimate; provided that if pursuant to applicable law, Tenant has provided to any governmental authority other financial assurance for restoration of the Premises (the proceeds of which are required to be applied to the restoration of the Property in the event Tenant otherwise fails to do so), such financial assurance provided to such governmental authority shall be deemed to satisfy Tenant's obligations under this Section 17(c). Any payment bond or letter of credit required to be issued to Landlord shall be in the name of Landlord and shall secure Tenant's obligation to restore the Premises to the condition required by applicable law.

18. Indemnification.

(a) **Tenant.** Tenant shall indemnify, defend and hold harmless Landlord, its affiliates, officers, directors, partners, members, agents and employees and their successors and assigns (collectively, "**Landlord Party**") from and against any claim, loss, expense, including reasonable attorneys' fees, demand, lawsuit, or action for personal injury or property damage (collectively, "**Losses**"), to the extent resulting from (i) the negligent or willful misconduct of Tenant or any Tenant Party (defined below); and/or (ii) the material breach by Tenant of any obligation, representation or warranty arising under the Lease. Tenant shall not, however, be required to reimburse or indemnify Landlord or any Landlord Party for any Losses to the extent such Losses are due to the negligence or willful misconduct of Landlord or any Landlord Party.

(b) **Landlord.** Landlord shall indemnify, defend and hold harmless Tenant, its affiliates, officers, directors, partners, members, agents and employees and their successors and assigns (collectively, "**Tenant Party**") from and against any Losses, to the extent resulting from (i) the negligent or willful misconduct of Landlord or any Landlord Party; and/or (ii) the material breach by Landlord of any obligation, representation or warranty arising under the Lease. Landlord shall not, however, be required to reimburse or indemnify Tenant or any Tenant Party for any Losses to the extent such Losses are due to the negligence or willful misconduct of Tenant or any Tenant Party.

(c) **Consequential Damages.** Notwithstanding anything to the contrary herein, neither party shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including but not limited to loss of use or loss of profit or revenue.

(d) **Survival.** The provisions of this Section 18 shall survive the expiration or earlier termination of this Lease.

19. Quiet Enjoyment; Conveyance by Landlord. As long as no Event of Default by Tenant has occurred or is continuing beyond any applicable cure period, Landlord covenants that Tenant shall and may peacefully and quietly have, hold, occupy and enjoy the Premises for the entire Term, without hindrance, ejection or molestation by Landlord or any party claiming under or through Landlord. In no event shall Landlord permit or suffer to exist any tax lien or other encumbrance on or against the Facility, any Improvements or the Premises without Tenant's prior written consent, which may be withheld in Tenant's

sole and absolute discretion. Landlord shall pay when due all of its obligations secured by a mortgage, deed of trust or other security. Upon either party's discovery of any such lien or failure to pay any secured obligations, such party shall (a) promptly give written notice thereof to the other party, and (b) Landlord shall cause the same to be discharged of record, paid or deliver to Tenant appropriate security for payment within thirty (30) days after Landlord receives notice of delinquency or filing of same, either by payment, deposit or bond. If Landlord fails to discharge any such lien or make any such payment, within such period, or to pay any Taxes or Assessments as required to be paid by Landlord under Section 9 above, then, in addition to any other rights or remedy hereunder, Tenant may, but shall not be obligated to, make the payment or procure the discharge of the same. Any amount so paid or discharged by Tenant, and all costs and other expenses related thereto, including reasonable attorneys' fees, in defending any such action or in procuring the discharge of such lien, together with interest thereon at 10% or the maximum permitted by law, shall be payable by Landlord to Tenant upon demand or may be deducted from the amounts owed to Landlord under this Lease.

20. **Requirements of Governmental Agencies.** Landlord shall assist and fully cooperate with Tenant, at no out-of-pocket expense to Landlord, in complying with or obtaining any land use permits and approvals, building permits, environmental impact reviews or any other approvals required for the financing, construction, installation, monitoring, replacement relocation, maintenance, operation or removal of the Facility, including execution of applications for such approvals, and including participating in and supporting any appeals or regulatory proceedings respecting the Facility. To the extent permitted by law, Landlord hereby waives enforcement of any applicable setback requirements respecting the Facility to be placed on the Land.

21. **Landlord's Representations, Warranties and Covenants.** Landlord hereby represents, warrants and covenants to Tenant as of the Effective Date as follows:

(a) **Possession.** Subject to matters of public record, Landlord holds the entire fee simple interest in the Premises and will deliver possession of the Premises to Tenant free and clear of all tenants and occupants and Landlord's personal property and equipment.

(b) **Authority.** Landlord has the full legal right, power and authority, without the consent of any additional party or parties, to enter into this Lease and to perform, its obligations hereunder. The execution and delivery of this Lease 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 Landlord is a party.

(c) **Binding on Landlord.** The person executing this Lease on behalf of Landlord has full power and authority to bind Landlord 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.

(d) **Claims or Actions.** There are no pending or threatened claims, actions or suits affecting the Premises.

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

(f) **Authority.** The execution, delivery and performance by it under this Lease have been duly authorized by all necessary action by Landlord and do not violate any provision of any current law applicable to Landlord, the Property or any order, judgment or decree of any court or other agency presently binding on Landlord or conflict with or result in a breach of or constitute a default under any contractual obligation of Landlord.

(g) **Mortgages/Liens**. There are no pending mortgages or liens that affect the Premises that have not been subordinated to this Lease in a form reasonably acceptable to Tenant.

(h) **Bankruptcy**. Landlord 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.

(i) **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) **Hazardous Substances; Environmental Laws**. The Premises are free of any Hazardous Substances (as defined below) in a condition which violates any Environmental Laws (as defined below) and there are no outstanding claims and Landlord has not received any notice of any violations by any governmental authorities with respect to the Premises alleging a violation of applicable legal requirements and the Premises is in compliance with all legal requirements and Environmental Laws. Landlord shall indemnify, defend and hold harmless Tenant, and Tenant Party from and against any and all claims, actions, causes of action, suits, proceedings, costs, expenses (including attorney's fees), liabilities, damages, penalties, fines, losses and liens of any type resulting from (i) the presence of any Hazardous Substances in, on or under the Premises as of the Effective Date, (ii) any release of Hazardous Substances caused or permitted by Landlord or any Landlord Party, or (iii) any violation or alleged violation of any Environmental Laws by Landlord or any Landlord Party.

The term "**Hazardous Substance**" as used in this Lease shall mean any hazardous or toxic material, substance or waste, pollutant or contaminant or infectious or radioactive material, which is regulated now or in the future under any statute, law, ordinance, rule or regulation of any local, state, regional or federal authority having jurisdiction over the Property, or its use, including, but not limited to any material, substance or waste, which is: (A) defined as a solid waste, hazardous substance, toxic substance or hazardous waste under any Environmental Laws; (B) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, and wastes; (C) polychlorinated biphenyls; (D) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents; (E) lead; (F) explosives; (G) infectious materials; (H) radioactive materials; or (I) defined or regulated as a hazardous substance or hazardous waste under any rules or regulations promulgated under any Environmental Law.

The term "**Environmental Laws**" means any federal, state or local laws, ordinances, statutes, codes, rules, regulations, orders or decrees now or hereinafter in effect relating to (A) pollution, (B) the protection or regulation of human health, natural resources or the environment, (C) the treatment, storage or disposal of Hazardous Substances, or (D) the emission, discharge, release or threatened release of Hazardous Substances into the environment, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("**CERCLA**") (41 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act, as amended ("**RCRA**") (42 U.S.C. § 6901 et seq.), and the Toxic Substances Control Act, as amended ("**TSCA**") (15 U.S.C. § 2601 et seq.).

(j) **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**"). Owner shall not during the Term hereof enroll the Property in any Land Conservation Program. If the Property is enrolled in any Land Conservation Program, then, upon Tenant's request, Owner shall, at its sole cost and expense, terminate any such enrollment.

(k) **Survival**. The provisions of this Section 21 shall survive the expiration or earlier termination of this Lease.

22. **Estoppel Certificates.** Either party agrees, at any time and from time to time upon not less than ten (10) business days' prior notice by the other party or from a Financing Party, to execute, acknowledge and deliver to the other party, or to any person designated by the other party, a written estoppel certificate certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), and the dates to which the Basic Rent has been paid, and stating whether or not the other party is in default in keeping, observing or performing any term, covenant or condition contained in this Lease on the other party's part to be kept, observed or performed and, if in default, specifying each such default, and any other factual matters pertaining to this Lease reasonably requested by the other party or a Financing Party, it being intended that any such statement delivered pursuant to this Section 22 may be relied upon by the other party, or any prospective purchaser or encumbrancer of a party's interest in the Lease or any part thereof (including any Financing Party). Any party's failure to execute, acknowledge, and deliver, on request, such an estoppel within the specified time shall constitute acknowledgment by such party to all persons entitled to rely on the estoppel certificate that the information contained in the form of estoppel certificate provided with the request is true and accurate in all respects and shall constitute a waiver, with respect to all persons entitled to rely on the estoppel certificate, of any defaults that may exist as of the outside date for return of the requested estoppel certificate; provided that said acknowledgment and waiver shall not apply to the extent such acknowledgment or waiver is inconsistent with any statement or information set out in a written notice provided by such party to the requesting party within the specified time.

23. **Arbitration.** The parties agree that any dispute, controversy, claim or disagreement between or among them arising out of, concerning or relating to this Lease 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 Clarion County, 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 23 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 23 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 Lease, 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 23 will survive the termination or expiration of this Lease.

(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.

24. **Miscellaneous Provisions.**

(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 Lease, 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 LEASE 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 Lease, Landlord will maintain in strict confidence, for the sole benefit of Tenant, the existence and the terms of this Lease and the transactions contemplated herein; provided, however, Landlord may disclose this Lease and the transactions contemplated herein to Landlord's affiliates, subsidiaries, attorneys, consultants or other agents or professional advisors, or as required by law.

(d) **Counterparts.** This Lease 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 facsimile or email shall be legal and binding and shall have the same full force and effect as if an original of this Lease had been delivered and hereby waive any defenses to the enforcement of the terms of this Lease 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 Lease 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 Lease 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 Lease. Landlord agrees that whenever it is provided in this Lease that the prior consent or approval of Landlord is required, Landlord will not unreasonably withhold, condition or delay the giving of such consent or approval

(h) **Governing Law.** This Lease 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 Lease will be the Common Pleas Court of Clarion County, Pennsylvania.

(i) **Amendments; Entire Agreement.** This Lease 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 Lease, 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. Landlord and Tenant agree that all prior or contemporaneous oral or written agreements between or amongst themselves or their agents are merged in or revoked by this Lease.

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

(k) **Successors and Assigns.** This Lease, 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 Lease 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 Lease or any amendments or exhibits hereto.

(m) **Survival of Terms.** Those provisions in this Lease which by their terms are intended to be or must be performed in whole or in part after the expiration or earlier termination of this Lease shall survive such expiration or termination of this Lease.

(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 of this Lease and each and every provision of this Lease.

(p) **Memorandum of Lease.** Concurrently with the execution of this Lease, Landlord and Tenant shall execute and acknowledge before a notary public, in recordable form, and deliver a short form memorandum of lease in the form of **Exhibit E** attached hereto and incorporated herein, which shall be recorded by Tenant in the official records of the county where the Premises is located.

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

(q) **Removal of Existing Structures or Timber.** Tenant, at Tenant's sole cost, has the right to clear, remove, dismantle, or demolish any tree, improvement, structure, embankment, impediment, berm, wall, fence, or other object that intrudes, or could intrude onto the Premises or obstruct or otherwise interfere with the Facility.

(r) **Notices.** All notices, approvals, disapprovals or elections required or permitted to be given under this Lease 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 Tenant or Landlord in writing. Except as expressly set forth in this Lease, 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

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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.

Landlord Address

Roger W. and Barbara Ellen Stahlman
168 Stahlman Rd
Sligo, PA 16255
Phone: (814) 316-5059
E-mail: Bestahlman@gmail.com

Tenant Address

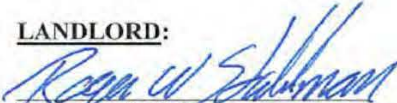
General Counsel
M. Kevin Bryant
kbryant@crowholdings
3819 Maple Avenue, Dallas, Texas 75218

[Signature Page to Follow]

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date first above written.

LANDLORD:


Roger W. Stahlman


Barbara Ellen Stahlman

TENANT:

CH Renewables Acquisitions,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

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EXHIBIT A TO GROUND LEASE

THE PROPERTY

[TO BE ATTACHED]

Exhibit A to Exhibit C to Option Agreement

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EXHIBIT B TO GROUND LEASE

THE LAND

[TO BE ATTACHED]

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EXHIBIT C TO GROUND LEASE

ACCESS EASEMENT AREA

***[NOTE: IF NONE STATE "INTENTIONALLY OMITTED"
AND DELETE "ACCESS EASEMENT AREA" ABOVE]***

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EXHIBIT D TO GROUND LEASE
INTERCONNECTION EASEMENT AREA

[NOTE: IF NONE STATE "INTENTIONALLY OMITTED" AND DELETE "INTERCONNECTION EASEMENT AREA" ABOVE]

EXHIBIT E TO GROUND LEASE
FORM OF MEMORANDUM OF LEASE

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 LEASE AND EASEMENT

This MEMORANDUM OF LEASE (the "**Memorandum**") is made and entered into as of _____, 2024, by and between Roger W. Stahlman and Barbara Ellen Stahlman, his wife ("**Landlord**"), and CH Renewables Acquisitions, LLC, a Delaware limited liability company ("**Tenant**").

PRELIMINARY STATEMENT

WHEREAS, Landlord is the owner of the real property located in Clarion County, Pennsylvania, more particularly described in Exhibit A attached hereto and made a part hereof (the "**Property**").

WHEREAS, pursuant to that certain Ground Lease (the "**Lease**") dated as of _____, 2024 by and between Landlord and Tenant, Tenant leases from Landlord the land more particularly described in Exhibit B attached hereto and made a part hereof, together with all easements and similar appurtenances thereto (collectively, the "**Land**").

WHEREAS, the parties hereto desire to enter into this Memorandum so that third parties shall have notice of the existence of the Lease and of the rights and obligations of Landlord and Tenant under the Lease.

AGREEMENT

NOW, THEREFORE, the parties hereto do hereby certify and agree as follows:

1. **Lease.** As set forth more fully in the Lease, Landlord leases to Tenant, and Tenant leases from Landlord, for the Term (as defined below), the Land in accordance with the terms and provisions of the Lease. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Lease.

2. **Easements.** As set forth more fully in the Lease, Landlord grants to Tenant a non-exclusive easement on, over, under, across and through that portion of the Property described in Exhibit C attached

hereto and made a part hereof, for access and/or electrical transmission upon the terms and subject to the terms and conditions set forth in the Lease (the "Easements").

3. **Solar Energy Insolation.** As set forth more fully in the Lease, Landlord grants to Tenant the right and privilege to the free and unobstructed insolation of solar energy over and to the Land. Landlord's activities and any grant of rights Landlord makes to any person or entity, whether located on the Premises or elsewhere, shall not, currently or prospectively, interfere with: the construction, installation, maintenance, or operation of the Facility and/or access over the Premises to such Facility and/or Tenant's rights to use the Premises as permitted pursuant to the Lease. Without limiting the generality of the foregoing, Landlord shall not (and shall not allow any other party to) disturb or interfere with the unobstructed flow of solar energy upon, over and across the Land, whether by placing towers or antennas of any type, planting trees or constructing buildings or other structures or facilities, or by engaging in any other activity on the Land or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Facility. Without limiting the generality of the foregoing, neither Landlord nor any person claiming through or authorized by Landlord shall (i) engage in any activity on the Property (whether by planting trees or other vegetation, constructing buildings or other structures, exploiting or preparing to exploit the subsurface property rights or otherwise) that obstructs or impairs the availability of sunlight throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) and vertically one hundred and eighty degrees (180°) (or such greater degrees as may be necessary to achieve a vertical angle that extends from the surface of the land in all directions to the opposite surface of the land in opposing directions) from each point within the Property where any Facility is or may be located at any time or from time to time to the boundaries of the Property, and vertically through all space above the surface of the Property, it being the intent of the parties that such description of angles and distances expanding outward from any one point will result in encompassing all space above the surface of the entire Property; or (ii) engage in any activity which would cause the introduction of excessive dust for continued and prolonged periods of time onto the Property ("Non-Obstruction Easement"). Tenant's rights herein include an easement right to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation now or hereafter existing on the Property which obstruct receipt of or access to sunlight to the Property.

4. **Personal Property.** The parties agree that the Improvements are severed by agreement and intention of the parties and shall remain severed from the Premises, and, even though attached or affixed to or installed upon the Premises, shall not be considered to be fixtures or a part of the Premises and shall not be or become subject to the lien of any mortgage or deed of trust placed on the Premises by Landlord.

5. **Term.** The term of the Lease (the "Term") commenced on the Effective Date and shall terminate on the date that is twenty-five (25) years after the Commercial Operation Date. Tenant has three (3) options to extend the Term for five (5) years each.

6. **Leasehold Mortgages.** In the event that any mortgage, deed of trust or other security interest in all or any portion of Tenant's interest in the Lease, the Premises, or in any Improvements is entered into by Tenant (in each case, a "Leasehold Mortgage"), then any person who is the mortgagee of a Leasehold Mortgage shall, for so long as its Leasehold Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth for Financing Parties in the Lease.

1. **Successors and Assigns.** The Lease provides that the provisions of the Lease are binding upon and inure to the benefit of Landlord and Tenant and each of their respective representatives, successors and assigns, subject to the terms and provisions thereof.

2. **Incorporation/Conflicts.** All of the terms, conditions and agreements contained within the Lease are fully incorporated herein by reference as if fully set forth herein. This Memorandum is not intended to change the terms of the Lease and, in the event of a conflict between the terms and conditions of this Memorandum and the Lease, the terms and conditions of the Lease shall control.

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3. Governing Law. This Memorandum shall be governed by the laws of the Commonwealth of Pennsylvania.

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

[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.

LANDLORD



Roger W. Stahlman

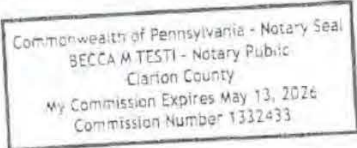



Barbara Ellen Stahlman

Commonwealth of Pennsylvania :
County of Clarion :

This instrument was acknowledged before me on December 5, 2024 by Roger W. Stahlman and Barbara Ellen Stahlman, his wife.

(Seal)





(Signature of Notary Public)

TENANT

CH Renewables Acquisitions, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Commonwealth of Pennsylvania :
County of _____ :

This instrument was acknowledged before me on _____, 2024 by _____ (name/s of person/s) as _____ (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)

(Signature of Notary Public)

EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF THE PROPERTY

PIN: 19-020-189-000-00

ALL that certain piece or parcel of land situate in Monroe Township, Clarion County, Pennsylvania, bounded and described as follows: Bounded on the North by land formerly Clarence Myers, now Jay W. Myers, and land formerly H. A. Lerch, now Orville A. Lerch; Bounded on the East by land formerly Lerch Heirs, now land of John W. Saylor, and land formerly J.E. Bashline, now Edward L. Kifer, and land of David Hannold; Bounded on the South by a public road and by land of Madeline R. Henry, and land of Elvio Santini; and Bounded on the West by land formerly Percy Coal Company, now Elvio Santini and land formerly Clarence Myers, now Jay W. Myers CONTAINING originally 86 acres, more or less, and with the adverse conveyances there is presently 79.950 acres, more or less. MAP NO. 19-02.0-189-000

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EXHIBIT B TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF THE LAND

[TO BE ATTACHED]

Exhibit E to Exhibit C to Option Agreement

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EXHIBIT C TO MEMORANDUM OF LEASE
LEGAL DESCRIPTION OF THE EASEMENTS

[NOTE: IF NONE DELETE EXHIBIT]

Exhibit E to Exhibit C to Option Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** is dated as of January 3, 2025 and entered into between CH Renewables Acquisitions, LLC, a Delaware limited liability company ("Assignor"), and REPA Five Points Solar, L.L.C., a Delaware limited liability company ("Assignee").

WHEREAS, Assignor, Roger W. Stahlman and Barbara Ellen Stahlman are parties to that certain Option to Ground Lease Agreement made and entered into as of December 11, 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]

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

ASSIGNOR

ASSIGNEE

CH Renewables Acquisitions, LLC

REPA Five Points Solar, L.L.C.

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

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