



Application for Preliminary Certificate to Operate

1. Legal name of Applicant and the name under which the Applicant proposes to do business in Delaware.

Applicant Sussex CSG 2 LLC

Parent Company (if applicable) Dimension DE 1 LLC

or d/b/a (if applicable) Dimension Energy, Dimension, Sussex CSG 2 LLC

If applicable, **Applicants** with a d/b/a must submit a copy of the Registration of Trade, Business & Fictitious Name Certificate for each of the three Delaware counties. Provided in **Exhibit 2** _____

Provide a list of names under which the Applicant, its Affiliated Interests, or any current or previous officer, director, or manager has previously done business in Delaware. Provided in **Exhibit 3** _____

1b. Tax Identification or Employer Identification Number: 82-4819834

1c. Company Mailing Address: 3050 Peachtree Rd, 4th Fl Suite 460

Atlanta, GA 30305

1d. Physical Address of Community Energy Facility (if different): 34112 DUPONT BLVD

FRANKFORD, DE 19945

And Parcel #
433-06.00-0018.00

1e. Identify the functions that the Applicant will undertake on its own behalf.

Develop Own Solicit Subscribers Finance
Manage Subscriptions Build Operate CEFs

2. State of Formation Certifications:

State of Formation: Delaware

Provide a Certificate of Good Standing issued by the Secretary of State of the state of formation or incorporation (if different from the State of Delaware) dated within the past 12 months certifying that the Applicant is in good standing and qualified to do business in the state of formation or apply for a waiver of this requirement. Provided in **Exhibit** 4

Provide a copy of the Applicant's Business License certifying that the Applicant is registered and/or qualified to do business in the state of formation or incorporation (if different from the State of Delaware) or apply for a waiver of this requirement. Provided in **Exhibit** 4

3. Authority to do Business in Delaware:

Provide a Certificate of Good Standing (or a certification that the company is entitled to do business in the state) issued by the Delaware Secretary of State dated within the past 12 months certifying that the Applicant is in good standing and qualified to do business in Delaware. Provided in **Exhibit** 5

Provide the **permanent** copy of the Applicant's Delaware Business License certifying that the Applicant is registered and/or qualified to do business in Delaware. Provided in **Exhibit** 5

4. Delaware Registered Agent:

Each Applicant shall provide a designation in writing of the name and post office address of a Registered Agent within the State of Delaware upon whom service of any notice, order or process may be made. This information must be updated if changed.

Cogency Global Inc
Name

Name

850 New Burton Rd, Suite 201, Dover DE, 19904
Address

Address

(212) 379-1931
Phone

Phone

jalmeida@cocencyglobal.com
Email Address

Email Address

5. Leadership:

Provide the names, titles, addresses, and telephone numbers of the Applicants' principal officers, directors, partners, or other similar officials. Provided in **Exhibit** 6

6. Corporate Structure:

6a. Each Applicant shall provide a description of the Applicant's corporate structure, including any Affiliated Interests engaged in operations in the United States related to energy. **Exhibit** _____ if need more space.

Dimension Energy LLC is the parent company of Dimension DE 1 LLC. Sussex CSG 2 LLC is a project company of Dimension DE 1 LLC. A graphical depiction of the structure can be found in Exhibit 6.

6b. Additionally, a graphical depiction of such structure is required. Provided in **Exhibit 7**

7. **Regulatory Contact Person:** This person will be the Commission's main point of contact and the initial point of contact regarding this Application. The Commission will also send any correspondence to this person.

Jacob Fraatz

Name of Regulatory Contact

Program Manager

Title

(401) 601-1919

Telephone Number

programs@dimension-energy.com

Email Address

8. **Website Address:**

Dimension-energy.com

9. **Consent to Jurisdiction:**

Applicant consents to the jurisdiction of the Delaware courts for acts or omissions arising from the Community Energy Facility's and its Agent's activities in the State of Delaware.

By (signature)

Rafael Dobrzynski

Typed or Printed Name

Authorized Person

Title

10. **Proof of Site Control:**

Each Applicant shall submit a proof of site control for the parcel where the Community Energy Facility is, or will be, located, by providing one of the following.

- Fully executed lease agreement provided. in **Exhibit 8**
- Deed of sale. Provided in **Exhibit**
- Property deed. Provided in **Exhibit**
- Binding option agreement with defined lease or purchase terms. Provided in **Exhibit**

11. Interconnection Feasibility:

Each Applicant shall submit a copy of completed interconnection study or a signed interconnection agreement with Delmarva. If Delmarva determines that an interconnection study is unnecessary, then a written statement from Delmarva to that effect, which includes the facility's capacity and generating technology, may substitute for a completed interconnection study.

- Completed interconnection study. Provided in **Exhibit** ⁹ _____
- Signed interconnection agreement. Provided in **Exhibit** _____
- Written statement from Delmarva. Provided in **Exhibit** _____

12. Any other Information:

- Other material submitted in support of the Application. Provided in **Exhibit** _____
- No other supporting material is provided

13. Verification of Application: The Application must be accompanied by a signed, notarized verification of a principal officer of the Applicant stating that all information in the Application is true and correct as filed to the best of the principal's or officer's belief. Where the Applicant is a corporation or an association, the verification shall be signed by an officer thereof and notarized. *(See Attachment A for an example)*

- Verification is provided in **Exhibit** ¹⁰ _____

14. Waiver of Certification Requirements:

- Applicant requests a waiver of the requirements in Section(s) _____ of the Community Energy Facilities' rules (26 Del. Admin. C. § 3001, Section 16). Please provide a detailed explanation and supporting documentation in support of the request. Provided in Exhibit _____

15. General Compliance: Please complete the "Affidavit of General Compliance" in Attachment B.

Attachment A

VERIFICATION

STATE OF Georgia)
) SS
COUNTY OF Fulton)

On this 10th day of Novemeber, 2022, personally came before me, the subscriber, a Notary Public in and for the state and county aforesaid, Rafael Dobrzynski [name of individual who is signing] as the Authorized Person [authority of individual or title of individual who is signing, e.g., President, Vice President, Sole Member/Manager, Trustee, etc.] of Sussex CSG 2 LLC [name of company or entity that is filing], known to me personally to be such or having presented to me satisfactory evidence of identity, and acknowledged this document to be [his or her] act and deed and the act and deed of such limited liability compnay [type of filer, e.g. corporation, limited liabilty company, etc.], that the signature of such individual is in [his or her] own proper handwriting, and that the facts set forth in this application [type of filing, e.g., application, petition, etc.] are true and correct to the best of [his or her] knowledge, information, and belief.

Rafael Dobrzynski
Signature of individual
Printed Name: Rafael Dobrzynski

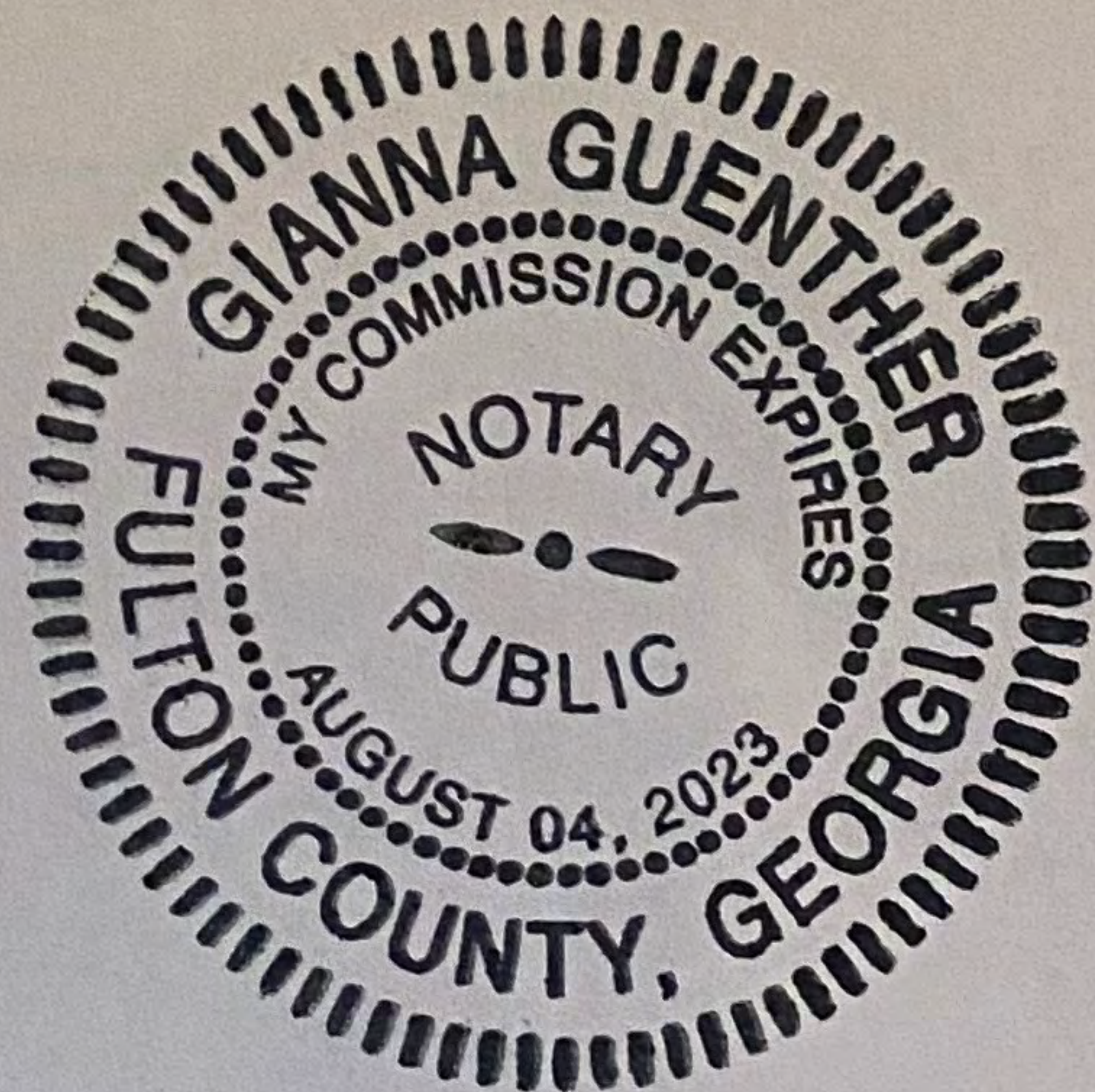
SIGNED AND SWORN (OR AFFIRMED) before me on this 17 day of November, 2022, by Rafael Dobrzynski (name of individual who signed above).

Gianna Guenther
Signature of Notarial Officer

Notary Public
Title (e.g., Notary Public)

My Commission Expires:
08/04, 2023

SEAL



SIGNED AND SWORN (OR AFFIRMED) before me on this 10TH day of November,
2022 by RAFACL DOBZYNSKI (name of individual who signed above).

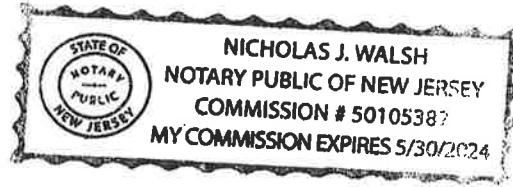
Nicholas J. Walsh
Signature of Notarial Officer

NOTARY PUBLIC
Title (e.g., Notary Public)

My Commission Expires:

May 30, 2022

SEAL



Attachment C

Attestation of Submission of Confidential, Proprietary, and Privileged Material
Per 26 Del. Admin. C. § 1001-1.11

I, [NAME], [TITLE] of [COMPANY/ORGANIZATION], do hereby attest, under penalty of perjury, that [DESCRIPTION OF DOCUMENT / INFORMATION] is 1) not a “public record” as defined by 29 Del. C. § 10002(l) because it is [DESCRIPTION OF REASON AND SPECIFIC EXEMPTION UNDER 29 Del. C. § 10002(l)]; and 2) is not subject to inspection by either the public or by other parties unless an appropriate proprietary agreement is executed.

As such, I request that the Delaware Public Service Commission accord confidential treatment to [DESCRIPTION OF DOCUMENT / INFORMATION] in accordance with 26 Del. Admin. C. § 1001-1.11.

In compliance with 26 Del. Admin. C. § 1001-1.11.3, I have submitted, attached to this Attestation, for filing a copy of the document described above without the confidential information, with an indication that the claimed confidential information has been deleted.

NOVEMBER 10, 2022
Executed [DATE]

[NAME]

NEW JERSEY
[STATE]

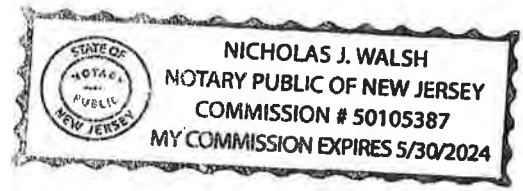
MORRIS
[COUNTY]

Sworn to and subscribed before me on 11/10/22 by RAFAEL DOBRZYNSKI [NAME]

Nicholas J. Walsh
[NOTARY NAME]

My commission expires: MAY 30, 2024

[NOTARY SEAL]



Checklist of Required Items for Preliminary Certificate to Operate.

- | | | |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| <input checked="" type="checkbox"/> | Registration of Trade, Business & Fictitious Name Certificate for each Delaware County where business is expected to be conducted | Exhibit <u>2</u> |
| <input checked="" type="checkbox"/> | Certification Documents from the state of formation or incorporation | Exhibit <u>4</u> |
| <input checked="" type="checkbox"/> | Delaware Certificate of Good Standing or a certification of entitlement to do business in the State of Delaware | Exhibit <u>5</u> |
| <input checked="" type="checkbox"/> | _____ Delaware Business License | Exhibit <u>5</u> |
| <input checked="" type="checkbox"/> | Leadership Information | Exhibit <u>6</u> |
| <input checked="" type="checkbox"/> | Graphical Depiction of Corporate Structure | Exhibit <u>7</u> |
| <input checked="" type="checkbox"/> | Proof of site control | Exhibit <u>8</u> |
| <input checked="" type="checkbox"/> | Proof of Interconnection feasibility | Exhibit <u>9</u> |
| <input type="checkbox"/> | Waiver request, if applicable | Exhibit _____ |
| <input type="checkbox"/> | Other materials submitted in support of the Application | Exhibit _____ |
| <input checked="" type="checkbox"/> | Verification of Application (Attachment A) | |
| <input checked="" type="checkbox"/> | Application Affidavit (Attachment B) | |
| <input checked="" type="checkbox"/> | Affidavit of General Compliance, if applicable (Attachment C) | |

REGISTRATION OF TRADE, BUSINESS & FICTITIOUS NAME CERTIFICATE

County: New Castle Kent Sussex

TRADE NAME: Dimension Energy, Dimension, Sussex CSG 2 LLC

Business Address: 3050 Peachtree Rd, 4th Fl Suite 460
Atlanta, GA 30305

Phone Number: (401) 601-1919

Person, Firm or Association (Parent Company, if applicable):
Dimension DE 1 LLC

Names and addresses of ALL owners, members, or partners comprising the business:

Last Name	First Name	Address
Dimension DE 1 LLC		3050 Peachtree Rd, 4th Fl Suite 460, Atlanta, GA 30305
Dimension Energy LLC		3050 Peachtree Rd, 4th Fl Suite 460, Atlanta, GA 30305

Date of Formation: 1/6/22

Nature of Business: Solar Developer

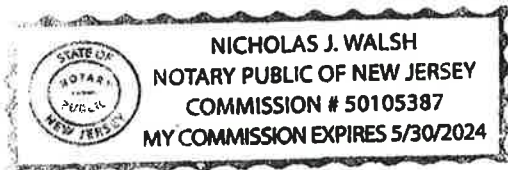
State of New Jersey
County MORRIS

BEFORE ME, the Subscriber, a Notary Public of the State of New Jersey, personally appeared a principal in the business described in the Certificate, who, having first been sworn by me according to law did depose and say as follows:

1. He/She is a principal in the business described in the certificate.
2. That the foregoing information provided in the certificate is true, correct, and complete.

Affiant [Signature]
Title: Authorizer Officer

SWORN AND SUBSCRIBED this 15TH day of November, 2022



[Signature]
Notary Public

Print Form

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "SUSSEX CSG 2 LLC", FILED IN THIS OFFICE ON THE SIXTH DAY OF JANUARY, A.D. 2022, AT 2:38 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

6524363 8100
SR# 20220049816

Authentication: 202349501
Date: 01-08-22

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:38 PM 01/06/2022
FILED 02:38 PM 01/06/2022
SR 20220049816 - File Number 6524363

**CERTIFICATE OF FORMATION
OF
SUSSEX CSG 2 LLC**

(Pursuant to Section 18-201 of the Delaware Limited Liability Company Act)

The undersigned, as an authorized person, in order to form a limited liability company under the Delaware Limited Liability Company Act, does hereby certify as follows:

1. The name of the limited liability company is Sussex CSG 2 LLC (the "Company").
2. The address of the registered office of the Company in the State of Delaware is 850 New Burton Road, Suite 201, Dover, Delaware 19904.
3. The name and address of the registered agent for service of process on the Company in the State of Delaware is Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, Delaware 19904.

IN WITNESS WHEREOF, the undersigned authorized person has executed this Certificate of Formation on the 6th day of January, 2022.

DocuSigned by:

Rafael Dobrzynski

Name: Rafael Dobrzynski

Title: Authorized Person

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "DIMENSION DE 1 LLC", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF JULY, A.D. 2021, AT 5:58 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

6085898 8100
SR# 20212708188

Authentication: 203680811
Date: 07-15-21

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:58 PM 07/14/2021
FILED 05:58 PM 07/14/2021
SR 20212708188 - File Number 6085898

CERTIFICATE OF FORMATION
OF
DIMENSION DE 1 LLC

(Pursuant to Section 18-201 of the Delaware Limited Liability Company Act)

The undersigned, as an authorized person, in order to form a limited liability company under the Delaware Limited Liability Company Act, does hereby certify as follows:

1. The name of the limited liability company is Dimension DE 1 LLC (the "Company").
2. The address of the registered office of the Company in the State of Delaware is 850 New Burton Road, Suite 201, Dover, Delaware 19904.
3. The name and address of the registered agent for service of process on the Company in the State of Delaware is Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, Delaware 19904.

IN WITNESS WHEREOF, the undersigned authorized person has executed this Certificate of Formation on the 14th day of July, 2021.

DocuSigned by:

Rafael Dobrzynski

33E6E0DFDF8546F...

Name: Rafael Dobrzynski

Title: Authorized Person

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SUSSEX CSG 2 LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-EIGHTH DAY OF OCTOBER, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "SUSSEX CSG 2 LLC" WAS FORMED ON THE SIXTH DAY OF JANUARY, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.




Jeffrey W. Bullock, Secretary of State

6524363 8300

SR# 20223886504

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204729208

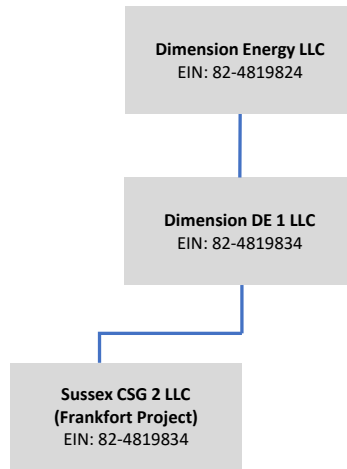
Date: 10-28-22



Exhibit 5: Leadership

Name	Title	Address	Contact Number
Rafael Dobrzynski	Chief Operating Officer	3050 Peachtree Rd, 4 th Fl, Suite 460, Atlanta, GA 30305	404.444.4170
Sam Youneszadeh	Chief Development Officer	3050 Peachtree Rd, 4 th Fl, Suite 460, Atlanta, GA 30305	310.922.8424
Ryan Liddell	Chief Financial Officer	3050 Peachtree Rd, 4 th Fl, Suite 460, Atlanta, GA 30305	801.503.2314

Corporate Structure



ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

This Assignment and Assumption of Ground Lease (this “Assignment”) is made as of January 25, 2022 (the “Effective Date”), by and between DIMENSION DE I LLC, a Delaware limited liability company (“Assignor”), and SUSSEX CSG 2 LLC, a Delaware limited liability company (“Assignee”). FRANKFORD CENTER, LLC, a Virginia limited liability company (“Landlord”), is a party to this Assignment for the sole purposes set forth in paragraph 1(b) below.

RECITALS:

A. Assignor and Landlord are parties to that certain Ground Lease, dated October 19, 2021 (the “Agreement”) pursuant to which Assignor leases from Landlord and Landlord leases to Assignor approximately twenty-three (23) acres of land located (i) in the County of Sussex, State of Delaware, and assigned APN: 433-06.00-0018.00, (ii) in the County of Sussex, State of Delaware, and assigned APN: 433-06.00-20.00 and (iii) in the County of Sussex, State of Delaware, and assigned APN: 433-06.00-0026.00. The properties identified in items (i) through (iii) above shall collectively be referred to herein as the “Property”.

B. Assignor desires to assign its right, title and interest in, to and under the Agreement and the Property to Assignee, and Assignee desires to accept such assignment upon and subject to all of the terms and conditions hereinafter set forth.

AGREEMENT:

1. **Assignment and Assumption.** (a) Assignor hereby assigns to Assignee all of its right, title and interest in, to and under the Agreement and the Property (including all of Assignor’s right, title, and interest in and to any prepaid rents or other monies as have been paid by Assignor pursuant to the Agreement), and Assignee hereby accepts such assignment, assumes all of Assignor’s obligations under the Agreement, agrees to be bound by all of the provisions thereof and to perform all of the obligations of Assignor thereunder from and after the Effective Date. Such assignment and assumption is made upon, and is subject to, all of the terms, conditions and provisions of this Assignment. Following the Effective Date, Assignor shall be released from any and all liability or obligation under the Agreement, but not from existing liabilities or obligations that accrued prior to the Effective Date.

(b) Pursuant to Section 14(a) of the Agreement, Assignee hereby agrees with Landlord that Assignee shall be bound by all of the provisions of the Agreement and shall perform all of the obligations of Assignor thereunder, including without limitation, the payment of Rent (as defined in the Agreement) from and after the Effective Date and Assignee agrees to cure any and all existing Events of Default (as defined in the Agreement) by Assignor.

2. **“As-Is” Condition.** The Property shall be delivered by Assignor to Assignee in “As-Is” condition.

3. **Further Assurances.** Assignor and Assignee hereby covenant that each will, at any time and from time to time upon request by the other, and without the assumption of any additional liability thereby, execute and deliver such further documents and do such further acts as such party may reasonably request in order to fully effect the purpose of this Assignment.

4. Successors. The provisions of this Assignment shall be binding upon, and shall inure to the benefit of, each of the parties hereto and to their respective successors, transferees and assigns.

5. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same agreement.

6. Governing Law. This Assignment shall be governed by and construed in accordance with Delaware law.

7. Entire Agreement. This Assignment is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements between the parties hereto with respect thereto. This Assignment may not be altered, amended, changed, terminated or modified in any respect or particular, unless the same shall be in writing and signed by the party to be charged.

8. Headings. The headings of the paragraphs of this Assignment are inserted solely for convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any terms or provision hereof.

[signatures appear on following page]

IN WITNESS WHEREOF, Assignor, Assignee and Landlord have caused their duly authorized representatives to execute this Assignment as of the date first above written.

ASSIGNOR:

DIMENSION DE 1 LLC,
a Delaware limited liability company

By: Sam Youneszadeh
4234997E7C4146D
Name: Sam Youneszadeh
Title: Authorized Person

ASSIGNEE:

SUSSEX CSG 2 LLC,
a Delaware limited liability company

By: Sam Youneszadeh
4234997E7C4146D
Name: Sam Youneszadeh
Title: Authorized Person

LANDLORD:

(for the sole purpose of paragraph 1(b) above)

FRANKFORD CENTER, LLC,
a Virginia limited liability company

By: Geoffrey W. Pence
Name: Geoffrey W. Pence
Title: Manager

GROUND LEASE

BASIC TERMS SUMMARY

1. Effective Date	October <u>14</u> , 2021
2. Landlord	FRANKFORD CENTER, LLC , a Virginia limited liability company
3. Tenant	DIMENSION DE 1 LLC , a Delaware limited liability company
4. Property	That certain real property located (i) in the County of Sussex, State of Delaware, consisting of approximately fourteen and forty-two tenths (14.42), assigned PIN: 433-06.00-0018.00, (ii) in the County of Sussex, State of Delaware, consisting of approximately thirty-two and sixty-six hundredths (32.66), assigned PIN: 433-06.00-20.00 and (iii) in the County of Sussex, State of Delaware, consisting of approximately seven and ninety-three hundredths (7.93), assigned PIN: 433-06.00-0026.00. The properties identified in items (i) through (iii) above shall collectively be referred to herein as the " Property ". The Property is more particularly described on <u>Exhibit A</u> attached hereto.
5. Land	A portion of the Property that is comprised of approximately twenty-three (23) acres of the Property, as depicted on <u>Exhibit B</u> .
6. Development Term (Section 2)	The period commencing on the Effective Date (but not earlier than November 1, 2021) and terminating on the earlier of (i) the first day of the Operating Term, or (ii) the second (2 nd) anniversary of the Effective Date.
7. Development Term Outside Date (Section 2)	The day immediately following the earlier of: (i) the third (3 rd) anniversary of the Effective Date; and (ii) twelve (12) months following the date upon which Tenant has commenced the physical construction of the Solar Facilities.
8. Development Rent (Section 3)	An amount equal to (i) Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) for every quarter occurring during the first (1 st) year of the Development Term, and (ii) Five Thousand and No/100 Dollars (\$5,000.00) for every quarter occurring during the second (2 nd) year of the Development Term.
9. Commercial Operation Date (Section 2)	The date on which: (i) completion of the construction and successful testing of the Solar Facility has occurred, and (ii) the Solar Facility has obtained final approval for interconnected operation by the local electric utility.
10. Operating Term (Section 2)	Period commencing on the earlier of: (i) the Commercial Operation Date; and (ii) the Development Term Outside Date, and terminating on the twenty-fifth (25 th) anniversary thereof.
11. Option Terms (Section 2)	Three (3) successive renewal terms of five (5) years each.

12. Operating Rent (Section 3)	One Hundred Thousand and No/100 Dollars (\$100,000.00) per annum, subject to the terms of <u>Section 3(b)</u> below.
13. Operating Rent Escalation Date(s) (Section 3)	The fifth (5th) anniversary of the commencement of the Operating Term and upon each annual anniversary of the commencement of the Operating Term thereafter.
14. Operating Rent Escalation Percentage (Section 3)	Operating Rent shall increase by an amount equal to two percent (2%) of the prior year's Operating Rent amount effective as of the Operating Rent Escalation Date and on each annual anniversary of the Operating Rent Escalation Date thereafter.
15. Landlord's Notice Address (Section 26)	<p>Frankford Center, LLC 11708 Bowman Green Drive Reston, VA 20190 Attn: Geoffrey W. Pence Phone: (703) 827-8300 Email: geoffp@pencegroup.com</p> <p>With a copy to:</p> <p>Geoffrey W. Pence 612 Deerfield Pond Court Great Falls, Virginia 22066</p>
16. Tenant's Notice Address (Section 26)	<p>Dimension DE 1 LLC c/o Dimension Energy/WeWork 3280 Peachtree Road, 7th Floor Atlanta, GA 30305 Attn: Robert Hatton, VP of Real Estate Phone: 1-(866) 777-7969 E-mail: rhatton@dimension-energy.com</p> <p>With a copy to:</p> <p>Perspective Law Group, P.C. Attn: Jason R. Morgan 11100 Santa Monica Blvd., Suite 780 Los Angeles, CA 90025 Phone: (424) 371-6730 Fax: (424) 316-5706 Email: jason@perspectivevg.com</p>
17. Exhibits	<p>Exhibit A: The Property Exhibit B: Land Depiction Plan Exhibit C: Memorandum of Lease Exhibit D: Memorandum of Operating Term Exhibit E: Copy of Landlord's Title Policy Exhibit F: Form of Owner's / Lessee's Affidavit</p>

GROUND LEASE

THIS GROUND LEASE (this "Lease") is made and entered into by and between Landlord and Tenant, as of the Effective Date. (Tenant and, together with Landlord, each, a "Party" and together, the "Parties").

RECITALS

A. WHEREAS, Landlord is the owner of the Property.

B. WHEREAS, Landlord desires to lease the Land, together with all appurtenant rights and easements thereto (but no surface or subsurface mineral rights) to Tenant for the purpose of using the Land for the generation, collection, transmission, and storage of solar/electric power (the "Permitted Use") except that Tenant shall not disturb, and Landlord reserves the right to use, the existing drainage ditch located on and around the western boundary of the Property for the purposes of which they are intended. In furtherance of such Permitted Use, Tenant may, subject to the terms of this Lease, install, operate, maintain and remove certain improvements, including but not limited to a solar electric generating facility and/or an electrical collection and storage facility, which may include, among other things, all photovoltaic solar panels, mounting systems, inverters, transformers, integrators, all electrical lines and conduits required to collect and transmit electrical energy and/or energy storage facilities, foundations, overhead or underground electrical and communications lines and conduits and additional utility lines, cables, conduits, transformers, wires, meters, switch yards, monitoring equipment, batteries, fencing and other necessary and convenient equipment and appurtenances common to such a facility or facilities for the performance of the Permitted Use (collectively, the "Solar Facility", "Facility" or "Facilities").

C. NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and the rents, covenants and agreements herein contained on the part of Tenant, the receipt and sufficiency of which are hereby acknowledged, Landlord agrees to and does hereby lease to Tenant, and Tenant agrees to and does hereby lease from Landlord, subject to the terms and conditions of this Lease, a leasehold estate in 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, and such other easements rights hereinafter granted to Tenant in this Lease, to have and to hold the aforesaid Land and appurtenant interests unto Tenant for the Term (but subject to all reservations Landlord set forth herein), and Landlord and Tenant hereby covenant and agree as follows:

1. Basic Terms Summary; Recitals; Definitions. References in the body of this Lease to a portion of the Basic Terms Summary (the "Summary") (e.g., the defined terms in the left-hand column of the Basic Terms Summary) shall be deemed and construed to incorporate all the terms provided under each such referenced portion of the Basic Terms Summary. References in the Basic Terms Summary to a portion of the body of this Lease (e.g., Section references in the left-hand column of the Basic Terms Summary) shall be deemed and construed to incorporate all the terms provided under each such referenced portion of the body of this Lease. Notwithstanding anything set forth above, if there is any inconsistency between the Basic Terms Summary and another portion of this Lease, the terms of the terms in the body of the Lease shall control. The Recitals 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. All capitalized terms used in the body of this Lease shall have the meaning as set forth herein, whether defined before or after said terms are used herein. It is the intention of the Parties hereto that this Lease shall in all events control the Landlord Tenant relationship between the Parties, notwithstanding any contrary statutory provision.

2. Term of Lease; Extension Option.

(a) Term. The initial Term of the Lease shall consist of the Development Term and the Operating Term. The "Development Term" is the period commencing on the Effective Date (but not earlier than November 1, 2021) and terminating on the earlier of: (i) the first day of the Operating Term, or (ii) the second (2nd)

anniversary of the Effective Date. The "Operating Term" is the period commencing on the earlier of: (A) the Commercial Operation Date; and (B) the Development Term Outside Date (as defined below), and terminating on the twenty-fifth (25th) anniversary thereof. Notwithstanding anything to the contrary contained herein, in the event that the Commercial Operation Date has not occurred prior to the expiration of the Development Term despite the fact that Tenant has commenced physical construction of the Solar Facility at the Land during the Development Term (the initial day of such construction being hereinafter referred to as the "Construction Start Date"), the Development Term will automatically be extended until such date that the Commercial Operation Date occurs, provided, however, in no event shall the Development Term pursuant to the terms of this Section 2(a) be extended beyond the earlier of: (X) the third (3rd) anniversary of the Effective Date; and (Y) twelve (12) months following the date upon which Tenant has commenced the physical construction of the Solar Facilities (the day immediately following such period shall be referred to herein as the "Development Term Outside Date"). In the event that Tenant does not complete the construction of the Solar Facilities on or before the Development Term Outside Date, then the Commercial Operation Date shall be deemed to have occurred effective as of the Development Term Outside Date. In the event that Tenant does not complete the physical construction of the Solar Facility prior to the date that is the second (2nd) anniversary of the Effective Date, then during the period ("Extended Development Term") commencing on the first day of the third (3rd) year of the Development Term and continuing through to the Development Term Outside Date, Tenant shall pay to Landlord, as "Extended Development Term Rent", an amount equal to Fifty Thousand and 00/100 Dollars (\$50,000.00) per annum, prorated on a monthly basis, attributable to the Land. Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay Development Rent or Operating Rent during the Extended Development Term, and Tenant shall only be obligated to pay to Landlord the Extended Development Term Rent. For purpose of clarification, if Tenant does not complete construction of the Solar Facilities prior to the second (2nd) anniversary of the Effective Date, but completes construction ninety (90) days after the second (2nd) anniversary of the Effective Date, Tenant shall be obligated to pay to Landlord an amount equal to \$4,166.67 per month during such 90-day period.

"Operating Term" is the period commencing on the earlier of: (a) the Commercial Operation Date; and (b) the Development Term Outside Date, and terminating on the twenty-fifth (25th) anniversary thereof. The "Commercial Operation Date" is the date on which: (i) completion of the construction and successful testing of the Solar Facility has occurred, and (ii) the Solar Facility has obtained final approval for interconnected operation by the local electric utility. Landlord and Tenant agree to promptly execute and deliver a written memorandum confirming the commencement of the Operating Term, the Land and the annual Operating Rent for the Land, in the form attached to the Lease as Exhibit D. Tenant shall promptly notify Landlord in writing upon the occurrence of the Commercial Operation Date. Notwithstanding the foregoing or anything to the contrary contained herein, Tenant shall have the right to terminate this Lease as to the entire Land (or any portion thereof) at any time during the Development Term, for any or no reason at all, upon at least five (5) days' prior written notice to Landlord; provided, however, Tenant may not exercise the foregoing termination right after the Construction Start Date. The termination notice shall be effective upon the receipt of such notice by Landlord, or upon such later date as designated by Tenant in such notice. Upon such termination, except as expressly set forth herein, this Lease shall be of no further force or effect and all rights, duties and obligations of Landlord and Tenant under this Lease shall terminate, except for those that expressly survive termination of the Lease. Notwithstanding the foregoing, if Tenant terminates the Lease only as to a portion of the Land (as indicated in the Reduced Land Notice), this Lease shall continue in full force and effect for the remaining portion of the Land, as set forth in Section 4(d), below. Notwithstanding anything to the contrary contained herein, the Development Term and the Operating Term shall be referred to herein as the "Term", and the word "Term" shall be deemed to include each Option Term (defined in Section 2(b), below).

(b) Extension Option. Landlord covenants and agrees that if the Tenant shall not be in default in the performance of any of the covenants, conditions and agreements of this Lease effective as of the date that Tenant delivers to the Landlord the Option Exercise Notice (defined below), Tenant shall have the option (each, an "Option") to renew this Lease and extend the Operating Term for three (3) additional periods of five (5) years each (each, an "Option Term"). The Rent during each Option Term shall be calculated in the same manner as during the

initial Operating Term (i.e., by continuing the two-percent (2%) annual increases in Rent through the Option Term). Tenant shall notify (the "Option Exercise Notice") Landlord of its intention to exercise an Option at least twelve (12) months prior to the then-scheduled expiration date of the Lease or at least twelve (12) months prior to the expiration of the initial Option Term or the second Option Term, as applicable.

3. Rent.

(a) Development Rent; Extended Development Term Rent. Tenant covenants and agrees to pay to Landlord, in lawful money of the United States of America, Development Rent in the amount set forth in Section 8 of the Summary. Development Rent is payable on a quarterly basis pursuant to the terms of this Lease. Tenant shall pay the Development Rent payable for each quarter occurring during the Development Term on or before the date that is five (5) days following the commencement of such quarter of the Development Term, provided, however, that the first payment of the Development Rent payable for the first quarter of the Development Term shall be paid on the date that is fifteen (15) days after the Effective Date. Extended Term Development Rent is payable on a monthly basis. Tenant shall pay the Extended Term Development Rent payable for each month occurring during the Extended Development Term on or before the date that is five (5) days following the commencement of such month of the Extended Development Term. In no event shall Tenant be required to pay any Development Rent at any time during which Operating Rent is payable.

(b) Operating Rent. Tenant covenants and agrees to pay to Landlord, in lawful money of the United States of America, Operating Rent in the amount set forth in Section 12 of the Summary during the Operating Term. Except as set forth in the following sentence, Operating Rent is payable by Tenant, in advance, on an annual basis, during the Operating Term. Notwithstanding the foregoing, Tenant hereby agrees to pay the first and second payment of Operating Rent within five (5) business days of the Commercial Operation Date. The Operating Rent shall increase by the Operating Rent Escalation Percentage on each Operation Rent Escalation Date.

(c) Rent. "Rent" shall mean, as applicable, either the Development Rent, Extended Development Term Rent or the Operating Rent and Additional Rent (as defined below in Section 3(d)). Rent shall be paid in addition to and over and above all other payments to be made by Tenant as hereinafter provided in this Lease.

(d) Additional Rent; Taxes and Late Fees. As used herein "Additional Rent" shall mean all payment obligations of Tenant to Landlord hereunder which are in excess of Tenant's obligation to pay Rent. Tenant covenants and agrees to pay as Additional Rent only those Taxes payable by Tenant pursuant to the terms of Section 6, below, and costs, expenses, liabilities and obligations but only to the extent Tenant has expressly agreed to pay or assume the same under the provisions of this Lease or which Tenant agrees, in writing, are to be at the expense of Tenant. In the event of any partial calendar month during the Term, Tenant shall pay a proportionate share of the applicable Rent and Additional Rent due for such month based on the number of days in such month occurring during the applicable calendar month during the Term. Additionally, in the event of any partial year during the Term, Tenant shall pay a proportionate share of the applicable Rent due for such year based on the number of months and days in such partial year of the Term. "Taxes" shall mean all Real Estate Taxes (defined below), excises, levies, license, and permit fees, utility charges and other charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature which shall or may be assessed, levied, charged, confirmed or imposed upon or become payable out of or become a lien on the Property, or any part thereof. As used herein, "Real Estate Taxes" shall mean all real property taxes, assessments, vault rentals, gross receipts taxes, and other charges, if any, general, special or otherwise, levied or assessed upon or with respect to the ownership of the Property imposed by any board, bureau, commission, department or body of any municipal, county, state or federal governmental unit or subdivision thereof, having or acquiring jurisdiction over the Land or the use and improvement thereof, including any Board of Fire Underwriters having jurisdiction over the Land (collectively, the "Governmental Authorities") having jurisdiction. Real Estate Taxes shall not include any municipal, state or federal

income, income profits or inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy. If either Party is delinquent in the payment of any money due to the other under the terms of the Lease, including monthly installments of Rent, and such Party shall fail to pay within ten (10) business days after receipt of written notice that such amount is due and payable, such Party shall pay to the other upon five (5) business days' prior written notice, on demand, interest thereon at a rate equal to the ten percent (10%) per annum.

4. Development Term Feasibility.

(a) Right of Entry; Tests and Investigations. At all times during the Development Term, Tenant, its employees, agents and independent contractors shall have full and complete access, upon not less than forty-eight (48) hours prior written notice to Landlord (such notice may be via electronic mail, in the manner and at the email address, specified in Section 15 of the Summary), to the Land in order to evaluate, conduct, perform field inspections, pre-construction work, invasive soil and water testing, environmental audits, engineering and boundary surveys, topographical, structural and geo-technical tests, and such other tests and inspections (collectively "Tests and Investigations") of the Land which Tenant may deem reasonably necessary or advisable to determine whether the Land is suitable for the Permitted Use. Tenant agrees to restore the Land to the extent that any of such Tests or Investigations cause any physical damage thereto. Landlord hereby acknowledges that Tenant shall be conducting an interconnection study (the "Study") to determine the feasibility of constructing the Solar Facility on the Land. Following receipt of the Study and Tenant's approval of the same, in its sole discretion, Tenant covenants and agrees to actively, continuously and diligently perform Test and Investigations. Landlord hereby agrees that prior to receipt and approval of the Study, Tenant shall have the right, but not the obligation, to perform Tests and Investigations. Landlord consents and agrees that Tenant may make and file applications, at Tenant's sole cost and expense, on Landlord's behalf to any Governmental Authorities having jurisdiction whose approval may be necessary or advisable to enter the Land to perform said Tests and Investigations and, at no cost to Landlord, to take any reasonable actions in furtherance of Tenant's ability to proceed with timely construction of the Solar Facility. Landlord shall, within five (5) business days' after Tenant's request, execute any such application or other documentation and attend hearings, as required by such authority or as would reasonably assist Tenant. Tenant shall procure a policy of commercial general liability insurance in the principal amount of not less than \$1,000,000 before making any entry upon the Land and provide Landlord with a certificate evidencing such insurance; such policy shall name Landlord as an additional insured. Tenant shall have the right to use for ingress and egress the Property and any other land or easement rights on Surrounding Lands (as defined in Section 12(d) below).

(b) Plans and Permits. Landlord and Tenant have approved the plan (the "Land Depiction Plan") attached hereto as Exhibit B that includes the location of: (i) the Solar Facilities, roadways, and fence lines; and (ii) a certain easement area ("Tenant's Easement Area") through which Tenant shall have a non-exclusive access easement and a non-exclusive utility and transmission easement on the Residual Property. In the event that (A) there are any changes to the Land Depiction Plan, and (B) such changes cause the location of the foregoing items to be located outside of the Land, then any such changes shall be subject to Landlord's reasonable approval, which approval shall not be unreasonably conditioned, withheld or delayed (any such changes requiring Landlord's consent shall be referred to herein as the "Requested Changes"); provided however, Landlord shall not be deemed to be unreasonable in rejecting any such change that encroaches on the "Commercially Zoned Area" (as such area is identified on the Land Depiction Plan) or any change that moves the Solar Facilities closer to the eastern boundary of the Land. In connection with the foregoing, Tenant shall submit to Landlord for its approval any Requested Changes, and Landlord shall within ten (10) days following receipt of any Requested Changes provide Tenant written notice of its approval or disapproval of the Requested Changes or a written description of the specific items in the Requested Changes that are not acceptable and a description of the specific changes that must be made to the Requested Changes to secure Landlord's approval. If Landlord does not approve the Requested Changes, Tenant shall resubmit modified Requested Changes for approval within ten (10) business days after Landlord's notice of disapproval. The review and approval process described above shall continue until such time as Landlord has approved the Requested Changes in writing. Within thirty (30) days after submission to Governmental Authorities,

Tenant shall provide Landlord with copies of all such applications submitted to Governmental Authorities and Tenant shall provide Landlord with copies of all such permits and other approvals obtained from Governmental Authorities related to the Land within thirty (30) days after receipt thereof.

(c) Condition of Title. Landlord will cooperate with Tenant, at Tenant's cost, to allow Tenant to obtain a preliminary report to be issued by a title company of Tenant's choosing (the "Title Company"), as well as copies of each document underlying any matters set forth in said report within twenty (20) business days of the Effective Date. Tenant shall satisfy itself as to the conditions of title during the Development Period, provided, however, Landlord shall have no obligation to remedy any matters of title, including, without limitation, the title exceptions set forth in Landlord's Title Policy attached hereto and made a part of this Lease as Exhibit E.

(d) Reduction of Land. If during the Development Term, Tenant determines, in its sole and absolute discretion, that only a portion of the Land shall be necessary for construction of the Solar Facility, then Tenant shall send Landlord written notice specifying that only a portion of the Land is usable by Tenant (the "Reduced Land Notice"). The Reduced Land Notice shall include a description of the portion of the Land that shall be utilized by Tenant for construction of the Solar Facility and the Permitted Use hereunder (the "Reduced Land"). From and after the delivery of the Reduced Land Notice the definition of "Land" hereunder shall mean the Reduced Land. In no event shall the reduction in the Land reduce the amount of Development Rent, Extended Development Term Rent or the Operating Rent payable hereunder.

5. Facility.

(a) At all times while this Lease is in force and effect, all rights to, title to and possession of the Facility (including without limitation, all additions, alterations, and improvements thereto or replacements thereof, all appurtenant fixtures, machinery and equipment installed therein), Environmental Attributes, Incentives, capacity, energy and anything related to or in connection with the foregoing belong solely to Tenant and shall at all times remain the personal property of Tenant and shall not attach to or be deemed a part of, or fixture to the Land. The Facility and any and all improvements located on the Land after the Effective Date through the duration of the Term including the Facility (the "Improvements") shall at all times retain the legal status of personal property as described under the Uniform Commercial Code – Secured Transactions, DE. Stats. Chapter 9. Any Improvements located or constructed on the Land after the Effective Date shall be deemed to be constructed by Tenant (regardless of whether Tenant constructed the same) and shall in all cases be deemed to be Tenant's personal property and shall not be considered fixtures to the Land. "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" includes, without limitation, any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies.

(b) Tenant, at its sole cost and expense, shall operate and maintain the Facility throughout the Operating Term in compliance with applicable Legal Requirements (defined in Section 8(a), below).

(c) Subject to the terms of Section 4(b), above, Tenant shall have the right to construct the Facility without Landlord's consent, provided that the construction of the Facility shall be performed in compliance with the Land Depiction Plan and all applicable Legal Requirements. Following the initial construction of the Facility and any Improvements, but subject to the terms of Section 15 and Section 17 below, Tenant shall have the right, but not the obligation, at any time and from time to time during the Term, at its expense, to make additions, changes, alterations, or improvements, structural or otherwise, to the Facility and demolish and/or remove the Facility, the Improvements or any other structures hereafter located on the Land; provided, however, Tenant may not move any Solar Facility closer to the eastern boundary of the Land. Tenant shall provide Landlord with notice of any demolition or removal of all or substantially all of the Solar Facilities from the Land. Except as otherwise expressly set forth in this Lease, Landlord's consent shall not be required for any repairs, maintenance or

replacements of or to components of the Facility and the Improvements in the ordinary course of business or as otherwise required by Governmental Authorities.

(d) Tenant shall use the Land for the Permitted Use only, and shall operate the Solar Facilities in a first-class, safe and secure manner.

6. Taxes. Landlord shall be responsible for the payment of Taxes and Real Estate Taxes attributable to the Land from and after the Effective Date until the day Tenant commences physical construction of the Solar Facilities (and any tax bill from the taxing authority for a fiscal period extending past such date shall be apportioned between Landlord and Tenant prior to the date such tax bill is due). Effective as of the date that Tenant commences physical construction of the Solar Facilities, and continuing throughout the Development Term, Extended Development Term, Operating Term and Option Term, Tenant shall pay, or cause to be paid, those Taxes that may be imposed or assessed (a) on the Facilities, (b) against the Land, and (c) any other Improvements (including, without limitation, Tenant's Personalty, as defined in Section 15 below); provided, however, that (i) Taxes expressly payable by Tenant hereunder assessed for fiscal periods of the taxing authority which extend beyond the expiration of the Term shall be apportioned between Landlord and Tenant at the expiration or earlier termination of the Term, and (ii) Tenant shall not be required to pay Real Estate Taxes on any portion of the Property that is, or for improvements that are the property of Landlord that are, located outside the Land but on the same tax parcel as the Land (hereinafter, the "Residual Property"). Tenant shall not be responsible for any Real Estate Taxes or Taxes that are attributable to the Residual Property. Tenant shall have the right in its own name to contest the validity or amount, in whole or in part, of any Taxes (including a reduction in the assessed valuation of the Land) payable by Tenant hereunder by appropriate proceedings timely instituted, provided such contest and at all times effectively stays or prevents any official or judicial sale of the Land or any part thereof by reason of nonpayment of any Real Estate Taxes. Landlord shall, at Tenant's request, and Landlord's out-of-pocket expense payable by Tenant, fully cooperate with Tenant in all ways to contest any such Real Estate Taxes. Tenant shall indemnify and hold Landlord harmless from any costs and expenses related to costs of defending such contest, and Tenant shall promptly pay any valid final adjudication enforcing any Taxes (including, any increase in Taxes arising therefrom). Any refund of Real Estate Taxes or other Taxes payable as a result of any such proceedings attributable to the Land (and not the Residual Property) for a period of time during the Term shall be the property of Tenant (a refund attributable to the Residual Property shall be the property of Landlord). Landlord shall prior to the due date therefor forward to Tenant all notices, bills or other statements received by Landlord concerning any Taxes payable by Tenant hereunder. To the extent that any of the Real Estate Taxes payable by Tenant as Taxes (if any) are jointly assessed with Landlord's Real Estate Taxes, the Parties shall cooperate in good faith to cause such Real Estate Taxes to be separately assessed and apportioned so that Tenant pays only those Real Estate Taxes solely and directly attributable to the Land and Tenant's Improvements located thereon to the extent payable by Tenant hereunder. If Tenant is not successful in such contest, Tenant will pay such Real Estate Taxes and any increase in Real Estate Taxes for the Land and the Residual Property. Tenant shall timely pay all such Taxes before the due date directly to the taxing authority as the same become due and payable and, provided the same are received from Landlord in a timely fashion, before any fine or penalty is added thereto for the nonpayment thereof. Notwithstanding the foregoing, to the extent payable by Tenant hereunder, Tenant may pay any Taxes (including any interest accrued on the unpaid balance of such Taxes) in installments if so permitted by the applicable taxing authority. Except as otherwise expressly set forth in this Section 6 above, Tenant shall pay all Taxes attributable to the Land during the Term, and Landlord shall pay all Taxes attributable to the Residual Property. In the event that Landlord fails to timely pay any such Taxes, then Tenant shall have the right, in its sole discretion, to pay for such Taxes on Landlord's behalf, in which event Landlord shall reimburse Tenant for such payment within thirty (30) days following demand therefor.

7. Insurance.

(a) All Improvements on the Land shall be at Tenant's sole risk. During the Term, Tenant shall be responsible for obtaining insurance on the Improvements against loss or damage by a casualty and against loss or damage by fire, lightning, extended coverage, vandalism and malicious mischief, and so-called "all