

SOLAR PHOTOVOLTAIC INSTALLATION SITE LEASE

This Solar Photovoltaic Installation Site Lease (this "Lease") is made as of the 21st day of November, 2017 (the "Effective Date") by and between CITY OF INDEPENDENCE, MISSOURI, a Missouri municipal corporation, ("Landlord"), and MCP-Independence II, LLC, a Missouri limited liability company ("Tenant").

RECITALS

WHEREAS, Tenant is in the business of evaluating, developing, installing, constructing and operating solar energy conversion systems and power generation facilities for the production of electrical energy for sale to utility companies, power marketers, power exchanges and other users;

WHEREAS, Landlord owns certain real property in the City of Independence, Jackson County, Missouri as more particularly described herein; and

WHEREAS, Tenant desires to lease from Landlord and to obtain from Landlord certain easements and rights over such real property, and Landlord desires to lease to Tenant and to grant Tenant such easements and rights, for development, construction, operation, maintenance, and access related to the generation and supply of electrical power from solar energy on the real property, upon the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Landlord and Tenant agree as follows:

1. DEFINITIONS AND INTERPRETATION

In this Lease, unless the context requires otherwise:

"Business Day" means any calendar day that is not a Saturday, a Sunday or a recognized holiday by the Landlord.

"Commercial Operations Date" means, with respect to the Facility, the date on which the Tenant has issued a notice of commercial operation and has declared that the Facility has been placed into service after any applicable start up and testing. The Parties agree that in no event shall such date occur later than one (1) year after the Effective Date of this Lease.

"Easement Lands" means the specific areas of non-exclusive easements on the Property. Tenant and Landlord mutually agree to determine the boundaries of the Easement Lands prior to Construction Commencement.

"Environmental Laws" means all federal, state and local laws, statutes, ordinances, orders, rules and regulations now in force or enacted during the term of this Lease relating to the protection of human health or the environment or relating to waste disposal or environmental protection with respect to hazardous, toxic or other substances generated, produced, leaked, released, spilled or disposed of at or from the Site.

"Facility" means the solar power generating facility to be located at the Site and owned by Tenant, including all improvements, facilities and equipment constructed or installed by Tenant as approved by the Landlord.

"Hazardous Materials" means any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous substances, toxic substances, pollutants, contaminants, radon, asbestos, lead or lead based paint, oil and petroleum products and their by-products, polychlorinated biphenyls or related materials, and mold, dangerous fungi, bacterial or microbial matter contamination or pathogenic organisms that reproduce through the release of spores or the splitting of cells, as those terms may be used or defined in an Environmental Law.

"Party" or "Parties" means either the Landlord or Tenant, or both.

"Person" means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association or governmental or regulatory authority.

"Property" means the real property described on the attached Exhibit A, together with and including: (i) all right, title and interest of Landlord in and to all rights, privileges and appurtenances pertaining to such real property and any rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment thereof and all of Landlord's right, title and interest in and to adjacent streets, alleys or rights-of-way and easements, licenses or interests relating thereto, including any land appurtenant to and adjoining the real property.

"Site" means the specific areas of the Property more particularly described on the attached Exhibit B.

Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. The division of this Lease into Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Lease. Unless the context requires otherwise, references in this Lease to Sections or Exhibits are to Sections or Exhibits of this Lease. Any reference in this Lease to any agreement or statute or any section of it will, unless otherwise expressly stated, be deemed to refer to such statute or section as amended, restated or re-enacted from time to time.

2. TERM & TERMINATION

(a) **Term.** The term of this Lease shall commence on the Effective Date and, unless earlier terminated pursuant to this Section 2, shall expire thirty (30) years following the Effective Date (subject to Sections 2(b) and 9 below).

(b) **Extension Period.** Tenant shall have the right to extend this Lease for one (1) additional five (5) year period ("Extension Period") by giving Landlord written notice of Tenant's intent to extend this Lease on or before one hundred eighty (180) days prior to the expiration of the term of this Lease. In the event Tenant extends this Lease pursuant to this Section 2(b), the Extension Period shall be at the rental as provided in Section 3(b) of this Lease set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

(c) **Termination.** The occurrence of any of the following events shall terminate this Lease:

- (i) The expiration of the term of this Lease as set out above in this Section 2;
- (ii) The written agreement of the Parties to terminate this Lease;
- (iii) An uncured material breach of this Lease by either Party as described in Section 14(a) below, subject to any applicable notices and cure rights; or
- (iv) Tenant's delivery of not less than one hundred eighty (180) days advance written notice to Landlord of Tenant's election to terminate this Lease.

3. RENT

(a) **Thirty (30) Year Term Rent.** For the period commencing upon the Effective Date and continuing throughout the term of this Lease, Tenant shall pay to Landlord, as rent for use of the Site, a total rental payment of Five Hundred Thousand Dollars (\$500,000.00) ("Rent"). One-half of the Rent (\$250,000) shall be due on the Effective Date, the second half of the Rent (\$250,000) shall be due on the on the date the Facility is commissioned. Upon expiration of this Lease, any holdover rent owed by Tenant under Section 9 of this Lease shall also be considered Rent.

(b) **Extension Period Rent.** If Tenant exercises its right to extend the Lease for the Extension Period as provided in Section 2(b) above, Tenant shall pay to Landlord, as rental for use of the Site, a total rental payment of One Dollar (\$1.00) ("Rent"). Rent shall be due in one payment due on the first day of the Extension Period. Upon expiration of the Extension Period of this Lease any holdover rent owed by Tenant under Section 9 of this Lease shall also be considered Rent.

4. LEASE AND GRANTS OF EASEMENTS

(a) **Demise and Grant.** Landlord hereby:

(i) leases the Site to Tenant and its successors and assigns, for the purpose of developing, constructing, installing, operating, and maintaining the Facility in accordance with the terms and conditions set out in this Lease;

(ii) grants to Tenant and its successors and assigns, for a period coexistent with this Lease, non-exclusive easements on, over, under, across and through the Property for the purpose of: providing such access on foot and by vehicle as shall be necessary or convenient to gain access to the Facility or the Site for the purposes provided in Section 4(a)(i) of this Lease.

(b) **Landlord Reserved Rights.** Landlord reserves all rights to use the Property and the Easement Lands, other than the Site, except to the extent Landlord's use interferes with Tenant's use of the Site or the Easement Lands in accordance with this Lease or violates the terms and conditions of this Lease. Tenant shall, in any case, have exclusive possession of the Site for the term of this Lease, except as otherwise provided herein.

(c) **Acceptance of Demise and Grant.** Tenant hereby leases the Site from Landlord and accepts such grants of easements and rights from Landlord, upon the terms and conditions set forth herein.

5. FACILITY CONSTRUCTION

(a) **Consent to Construction.** Landlord consents to Tenant's construction of the Facility and access roads on the Site and Easement Lands, in accordance with the terms of this Lease, and in accordance with all laws, ordinances, codes, rules, and regulations.

(b) **Construction Commencement.** Tenant shall notify Landlord in writing as soon as reasonably possible but not less than twenty (20) days in advance of the time that Tenant intends to commence construction of the Facility and access roads on the Site and the Easement Lands.

(c) **Construction Completion.** Within thirty (30) days after the construction of the Facility is complete, Tenant shall deliver to Landlord the following: (i) Tenant's affidavit stating that the Facility constructed and installed by Tenant has been completed in compliance with the terms of this Lease; and (ii) an affidavit of Tenant stating that all contractors, subcontractors, laborers and material men who have performed work on or furnished materials to the Site have been paid in full and that all liens therefore that have or might be filed have been discharged of record or waived or that a bond, sufficient to cover such liens, has been posted for such purpose.

(d) **Commercial Operations Date.** Tenant shall issue a notice of commercial operation and a declaration that the Facility has been placed into service, after any applicable start up and testing, and this shall be the Commercial Operations Date. The Parties agree that in no event shall such Commercial Operations Date occur later than one (1) year after the Effective Date of this Lease. If not already done on the Commercial Operations Date, within ten (10) days after the occurrence of the Commercial Operations Date, Tenant shall deliver notice of such date to Landlord.

(e) **Siting.** Tenant shall provide Landlord, to Landlord's satisfaction, notice of the location of the Facility or related facilities or equipment on the Site, and notice of the location of access roads on the Site and Easement Lands. Landlord shall not unreasonably withhold its consent to Tenant's location of the Facility or related facilities or equipment at any location upon the Site, and Tenant's location of access roads on the Site and Easement Lands, so long as Tenant has complied with all applicable laws, ordinances, codes, rules, and regulations. Tenant shall provide fencing, gates, and landscape screening for the Facility to Landlord's satisfaction.

(f) **Grid Innovation.** Tenant and Landlord agree to cooperate to plan, design, construct and commission a grid innovation project at a mutually acceptable time and location on the site.

6. FACILITY OPERATION AND OWNERSHIP

(a) **Facility Rights and Responsibilities.** Without limitation as to any of Tenant's more broadly stated rights and responsibilities hereunder, Tenant shall have the right or responsibility from time to time during the term of this Lease:

- (i) to determine the feasibility of solar energy power production on the Site, including studies of sunlight concentration and other meteorological data, extracting soil samples, conducting wildlife and other environmental studies, and conducting transmission feasibility studies;
- (ii) with permission of the Landlord, such permission not to be unreasonably withheld, to construct, install, reinstall or relocate and operate the Facility on the Site;
- (iii) to maintain, clean, repair, and replace portions of the Facility and to maintain the Site and Easement Lands as may be required for the proper functioning and operation of the Facility;
- (iv) to add or remove equipment as needed to increase or decrease the capacity of the Facility;
- (v) to install and maintain such equipment as is necessary or appropriate for the security and protection of the Facility, including fences, gates and screening as may be required by Landlord, or pursuant to complying with this Section 6 or any terms of this Lease; and
- (vi) to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by the Parties, to carry out the activities set forth in the preceding clauses (i) through (vi) or in other terms of this Lease.

(b) **Permits and Approvals.** Tenant will obtain all governmental permits, licenses, certificates, approvals, variances and other entitlements for use ("Permits") necessary for constructing, installing and operating the Facility, including but not limited to Permits for the items identified in Section 6(a) or in other terms of this Lease.

(c) **Compliance with Legal Requirements.** Tenant will carry out the specific activities set forth in this Section 6 and all activity under the terms of this Lease or related to this Lease in accordance with all applicable laws, ordinances, codes, rules, and regulations.

(d) **Landlord Acknowledgment regarding the Facility.** Landlord acknowledges and agrees that despite the fact that portions of the Facility may be affixed to the Site, (i) Tenant is the exclusive owner and operator of the Facility, (ii) the Facility shall not be construed to be a fixture, (iii) the Facility is Tenant's personal property and Landlord has no right, title or interest in the Facility.

7. ACCESS, FENCING AND SCREENING

As part of the construction of the Facility, and in accordance with Section 5 of this Lease, Tenant shall be responsible to construct access roads pursuant to all applicable laws, ordinances, codes, rules, and regulations, and as Landlord approves. Tenant shall be responsible to construct fencing and provide screening pursuant to all applicable laws, ordinances, codes, rules, and regulations, and as Landlord approves. Tenant shall have reasonable access to the Site and the Easement Lands for the purposes set forth in this Lease.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS

Landlord and Tenant hereby represent, warrant and covenant to each other as follows:

(a) **Quiet Enjoyment.** Landlord covenants and warrants that upon performance by Tenant of Tenant's obligations under this Lease, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Site during the term of this Lease. Notwithstanding the foregoing or any provisions in this Lease, Landlord shall have the right to access the Site throughout the

duration of the Lease for the purpose of inspecting the Property, the Site and the Easement Lands, and Landlord shall have the right to inspect to ensure Tenant's compliance with the terms of this Lease at reasonable times as determined by Landlord.

(b) **Authority.** Landlord is the sole owner of the Property, the Site and the Easement Lands, holds marketable title thereto and has the unrestricted right and authority to execute this Lease and to grant to Tenant the rights granted hereunder. Each person signing this Lease on behalf of the Parties is authorized to do so. When signed by the Parties, this Lease constitutes a valid and binding agreement enforceable against the Parties in accordance with its terms.

(c) **Title.** Except as recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, Landlord's fee simple title to the Property is free and clear of all liens, encumbrances, easements, leases, mortgages, deeds of trust, security interests, claims and disputes (collectively, "Liens"), and there are no tenants on or other parties in possession of the Property.

(d) **Certain Notifications.** Each Party shall promptly notify the other Party in writing of, and shall deliver to the other Party, immediately upon receipt, copies of any notices or communications received by the notifying Party relating to: (i) compliance with or violation of laws, ordinances, statutes, orders and regulations applicable to the Facility or Tenant's activities under this Lease; (ii) compliance with or violation of laws, ordinances, statutes, orders and regulations relating to Hazardous Materials on the Property, the Site or the Easement Lands; (iii) the filing or threatened filing of any construction or mechanics lien against the Facility or any interest in the Property, the Site or the Easement Lands, whether or not arising through Tenant; and (iv) any litigation or other proceeding filed or threatened in relation to the Facility, Tenant's activities under this Lease, this Lease or any interest of Landlord or Tenant in the Property, the Site or the Easement Lands or hereunder.

The provisions of this Section 8 shall survive the expiration or termination of this Lease.

9. REMOVAL

Unless Landlord agrees otherwise at any time, Tenant shall be obligated to remove the Facility within six (6) months after the expiration or other termination of the original term or an extension period of this Lease. In the event that Tenant fails to remove the Facility within two (2) months after the expiration or other termination of this Lease, in addition to all other rights and remedies of Landlord, Tenant shall pay to Landlord holdover rent in the amount of \$2,000.00 per month thereafter until the Facility is removed and the Property is restored in accordance with the terms of this Lease. The provisions of this paragraph shall survive the expiration or termination of the Lease. Nothing in this Section 9 shall be construed to either establish any right of Tenant to lawfully holdover, or to restrict any right of Landlord to pursue any and all remedies under Missouri law for unlawful detainer, after six (6) months following the expiration or other termination of this Lease.

10. INSURANCE

(a) **Limits.** Tenant shall, during the term of this Lease, obtain, maintain and keep in full force and effect, commercial general liability insurance applying to the use and operation of the Facility in the following amounts:

(i) Commercial General Liability insurance, including bodily injury, property damage, personal and advertising injury liability, and contractual liability covering operations, independent contractor and products/completed operations hazards, with limits of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 annual aggregate, naming Landlord as an additional insured;

(ii) Excess Liability insurance with a limit of not less than \$5,000,000.00 Aggregate;

(iii) Workers' Compensation as provided for by the State of Missouri by Tenant and Tenant's contractors who are engaged in the performance of services on the Property with an Employer's Liability limit of not less than \$1,000,000.00 for bodily injury by accident or disease;

(iv) Business Auto insurance covering owned, non-owned and hired autos with limit of not less than \$500,000.00 combined single limit per accident for bodily injury and property damage liability, naming Landlord, its officers, directors, agents and employees as additional insureds; and

(v) If the work involves hazards due to blasting or explosives, the collapse of or structural injury to any building, excavation, pile driving, shoring, underpinning, or injury to underground wiring or piping arising from the use of mechanical equipment, the policy shall be endorsed to cover the hazards.

(b) Requirements. All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the State of Missouri, shall be Best rated A or better, shall name the Landlord as an additional insured, and shall provide that they may not be cancelled by the insurer for nonpayment of premiums or otherwise or be terminated or lapse of their own accord or by their own terms until at least thirty (30) days (or at least ten (10) days in the event of non-payment of premiums) after service by registered or certified mail of notice of the proposed cancellation upon all parties named in such policies as insureds. All public liability, property damage and other casualty policies shall be written as primary policies, not contributing with any other coverage which the other Party may carry. Tenant shall deliver to Landlord copies of the policies for all the insurance required to be carried by Tenant under this Lease, or certificates evidencing the existence and the amounts of such insurance, or renewals of them or binders to them, if applicable, prior to the Effective Date, and (ii) at least ten (10) days prior to the expiration of any such policies.

11. TAXES

(a) Payment of Taxes. Tenant shall pay all real property taxes, personal property taxes, possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority due to Tenant's use and operation of the Facility (or any portion or component of it).

(b) Assessments. Landlord as a municipal corporation is exempt from real property taxes on its real property, however, in accordance with the foregoing provisions, if the Property experiences any assessment for an amount of real property taxes assessed in whole or in part as a result of constructing and installing the Facility on the Site, including any reclassification of the Property, Tenant shall timely pay such taxes to the taxing authority. If Tenant fails to timely pay such taxes at least ten (10) days prior to the date each year on which the applicable real estate taxes are due to be paid, Landlord may pay such taxes and provide Tenant with a copy of the receipt for the tax payment. Tenant shall reimburse Landlord the amount paid for the tax payment, no later than ten (10) days after the Landlord mails the receipt of the tax payment to Tenant.

(c) Right to Contest. Tenant may contest with the taxing authority the legal validity or amount of any taxes, assessments, or other charges for which it is responsible under this Lease, and may institute such proceedings as it considers necessary. Tenant shall bear all expenses in pursuing such contest or proceeding. With respect to any taxes for which Tenant is responsible that may constitute a lien on the Property, Tenant shall promptly pay such taxes unless the proceeding in which it contests such tax shall operate to prevent or stay the collection of the taxes so contested or unless Tenant removes any such lien by bonding or otherwise. Landlord agrees to render to Tenant all reasonable assistance, at no cost or expense whatsoever to Landlord, in contesting the validity or amount of any taxes, assessments or charges; provided, however, that Tenant shall reimburse Landlord for its reasonable attorneys' fees incurred in connection with providing such assistance.

12. LIABILITY AND INDEMNITY

(a) **Indemnification.** To the extent allowed by law, Tenant (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the Landlord and the Landlord's officers, directors, shareholders, members, managers, employees, representatives, contractors, mortgagees and agents (collectively, the "Indemnified Party") against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including reasonable lawyers' fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party and/or the Indemnifying Party's employees, contractors, or agents on the Site or the Easement Lands; (ii) any negligent or intentional act or omission on the part of the Indemnifying Party and/or the Indemnifying Party's employees, contractors, or agents; or (iii) any breach of this Lease by the Indemnifying Party. This indemnification shall survive the termination of this Lease.

(b) **Surface Damage Upon Termination/Decommission.** Upon termination of this Lease or the decommissioning of the Facility located on the Site, Tenant shall: (1) bear all costs and expenses of removing the Facility and all equipment associated with it, and (2) restore the Property to the same or similar condition the Property was in on the Effective Date, taking into account seasonal restrictions on replanting sod or other landscaping items, and providing that any access roads constructed shall remain as is upon decommissioning.

(c) **Environmental Laws.** Tenant shall not violate any Environmental Laws and, to the extent allowed by law, shall indemnify Landlord against any losses, damages, claims, expenses and liabilities resulting from or arising out of the presence of Hazardous Materials on the Property, the Site or the Easement Lands in violation of Environmental Laws to the extent resulting from or arising out of any operations or activities of the Tenant or Tenant's employees, contractors, or agents on the Property, the Site or the Easement Lands.

13. ASSIGNMENT AND SUBLETTING

(a) **Assignments by Tenant.** Tenant may assign this Lease in whole or in part with Landlord's prior consent, which shall not be unreasonably withheld. To obtain Landlord's prior consent, Tenant shall notify Landlord in writing, and any proposed assignee shall agree in writing to be bound by the terms and conditions of this Lease and to assume the obligations of Tenant hereunder as part of the assignment.

(b) **Sub-Easements.** With Landlord's Consent, Tenant may grant any sub-easements with respect to any or all of Tenant's right, title and interest in this Lease.

(c) **No Encumbrances.** Tenant shall not mortgage or otherwise encumber all or any part of the Property, the Site, the Easement Lands or any of Tenant's rights and interests under this Lease in any manner, including but not limited to encumbering by a mortgage, deed of trust, or other real property or personal property security instrument, in whole or in part. Notwithstanding the above, Tenant may at any time mortgage or encumber the Facility, and may pledge and assign its rights under this lease to any Lender. Tenant shall provide notice to Landlord of any pledge or assignment of its rights under this lease.

14. EVENTS OF DEFAULT; REMEDIES

(a) **Events of Default.** Each of the following shall constitute a default under this Lease:

(i) The failure or omission by Tenant to pay any Rent pursuant to Section 3 above required to be paid hereunder when due, and such failure or omission has continued for ten (10) days after Landlord has delivered a written notice of the default to Tenant; or

(ii) The failure or omission by either Party to observe, keep or perform any of the other material terms, agreements or conditions set forth in this Lease, and such failure or omission has continued for thirty (30) days (or such longer period required to cure such failure or omission, if such failure or omission cannot reasonably be cured within such thirty (30) day period and the cure

is diligently and continuously pursued by the defaulting Party) after written notice from the other Party; or

(iii) Tenant's failure to pay taxes, especially including the provisions Section 11 of this Lease.

(b) **Remedies.** Upon the occurrence and during the continuance of an event of default by either Party, the non-defaulting Party may pursue any and all remedies available to such Party at law or in equity.

(c) **Right to Injunctive Relief.** Notwithstanding the foregoing, or anything in this Lease to the contrary, in the event of any breach or threatened breach, either Party shall have the right to apply for the entry of an immediate order to restrain or enjoin the breach and otherwise specifically to enforce the provisions of this Lease.

15. CONDEMNATION

Should title of all of the Site and the Easement Lands be taken in condemnation proceedings by a government agency, governmental body, private party or any other entity with the power of eminent domain under the exercise of the right of eminent domain, then this Lease shall terminate upon such vesting of title. In the event of a partial taking, which renders the portions of the Site and the Easement Lands not taken unsuitable for Tenant's use, as may be determined by Tenant, Tenant shall have the right to terminate this Lease upon written notice to the Landlord within sixty (60) days after such vesting of title. Landlord shall receive all condemnation payments for a total or partial taking of the Property, including the Site and Easement Lands, (even if such payments are made by agreement under threat of condemnation without actual filing of an eminent domain action), except that Tenant may exercise a right to make a claim against the entity exercising the power of eminent domain in the event of a project or condemnation and Tenant may receive an amount attributable to such claim. Upon any condemnation of the Property resulting in a termination of the Lease, Tenant shall receive a refund of its rent in the amount of \$16,666 for each full year of the remaining term, and a pro rata portion for any partial year of termination.

16. MISCELLANEOUS

(a) **Governing Law.** The terms and provisions of this Lease shall be interpreted in accordance with the laws of the State of Missouri and without reference to the choice of law principles of such State or any other State. The Landlord specifically cannot and does not waive sovereign immunity by any terms of this Lease and no terms of this Lease shall be interpreted as a waiver of sovereign immunity.

(b) **Jurisdiction.** Each Party agrees: (i) that any action or proceeding relating to this Lease shall be brought in the Circuit Court of Jackson County, Missouri, at Independence (subject to the case assignment local rules of the Sixteenth Judicial Circuit of Missouri – Jackson County) and for that purpose each Party now irrevocably and unconditionally submits to the jurisdiction of such court in the State of Missouri; (ii) that it irrevocably waives any right to, and will not, oppose any such action or proceeding in the Circuit Court of Jackson County, Missouri at Independence on any jurisdictional or venue basis, including forum non conveniens; and (iii) not to oppose in any other jurisdiction the enforcement against it of any judgment or order resulting from any action or proceeding relating to this Lease duly entered by said court or by any court of the State of Missouri.

(c) **Notices.** All notices or other communications required or permitted hereunder, shall, unless otherwise provided herein, be in writing, shall be (i) personally delivered, (ii) delivered by reputable overnight courier or (iii) sent by registered or certified mail, return receipt requested, and postage prepaid, addressed as follows:

If to Tenant:

MCP-Independence II, LLC
4031 NE Lakewood Way
Lee's Summit, Missouri 64064
Attention: Anthony Ross

If to Landlord: City of Independence, Missouri
111 E. Maple
Independence, Missouri 64050
Attention: City Manager

With a copy to: City of Independence, Missouri
111 E. Maple
Independence, Missouri 64050
Attention: City Counselor

Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first Business Day following the mailing date. Notices mailed as provided herein shall be deemed given on the third Business Day following the mailing date. Notice of change of address shall be given by written notice by the applicable Party sent in accordance with this paragraph.

(d) **Amendments.** No amendment or modification of this Lease shall be binding unless in writing and duly executed by both Parties.

(i) **No Waiver.** No waiver of any right of the Landlord under this Lease shall be effective for any purpose unless it is in writing and is signed by the Landlord, nor shall any such waiver be construed to be a waiver of any subsequent right, covenant, condition, term or provision of this Lease. No such express written waiver shall affect any right or default other than the right or default specified in such written waiver and only for the time and to the extent therein stated. No waiver of any default of Tenant shall be implied from any omission by the Landlord to take any action on account of such default, even if such default persists or is repeated. One or more waivers by Landlord shall not be construed as a waiver of the same right in the future, or as a waiver of a subsequent breach of the same covenant, condition, term or provision.

(j) **Entire Agreement.** This Lease constitutes the entire agreement between the Parties pertaining to the subject matter of this Lease and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representation or other agreements between the Parties in connection with the subject matter of this Lease (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Lease.

(k) **Interpretation.** The Parties agree that the terms and provisions of this Lease embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor, or more strictly against, either Party.

(l) **Partial Invalidity.** Should any term or provision of this Lease, or the application thereof to any person or circumstance, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, 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.

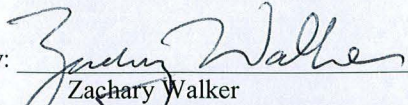
(m) **Relationship of Parties.** This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Landlord and Tenant or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Except as expressly herein provided, Landlord and Tenant shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.

(n) **Counterparts; Facsimile or Email attachment.** This Lease may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each Party shall be entitled to rely upon executed copies of this Lease transmitted by facsimile or as an email attachment to the same and full extent as the originals.

IN WITNESS OF WHICH, the Parties have executed and delivered this Lease as of the Effective Date.

LANDLORD:

City of Independence, Missouri

By: 
Zachary Walker
Title: City Manager

TENANT:

MCP-Independence II, LLC

By: MC Power Companies Inc. Sole/Managing Member

By: 
Loren Williamson
Title: SR VP of Project Development

EXHIBIT A

PROPERTY

All of that certain real property in the City of Independence, Jackson County, Missouri, described as follows:

Street Address: 2400 S Maywood Ave., Independence MO 64052

PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, AND PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 16, AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, ALL IN TOWNSHIP 49, RANGE 32, IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE ALONG THE WEST LINE OF SAID SECTION 9, NORTH 00 DEGREES, 00 MINUTES 00 SECONDS EAST, 1052.41 FEET (DEED = 1051.78 FEET) TO THE SOUTHWEST CORNER OF LOT 1, ROCKWOOD, A SUBDIVISION IN SAID CITY; THENCE ALONG THE SOUTH LINE OF SAID SUBDIVISION, NORTH 60 DEGREES 43 MINUTES 00 SECONDS EAST, 200.64 FEET TO THE SOUTHWEST CORNER OF LOT 3 OF SAID SUBDIVISION; THENCE AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION 9, ALONG THE SOUTH LINE OF TRACT OF LAND DESCRIBED BY DOCUMENT NO. 833774, IN BOOK 1685, AT PAGE 204, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 250.00 FEET TO THE SOUTHEAST CORNER THEREOF, SAID POINT BEING 425 FEET EAST OF THE WEST LINE OF SAID SECTION 9; THENCE ALONG THE EASTERLY LINE OF SAID TRACT OF LAND, NORTH 09 DEGREES 59 MINUTES 26 SECONDS EAST, 288.21 FEET (DEED = NORTH 10 DEGREES 01 MINUTES 43 SECONDS EAST, 287.13 FEET); THENCE PARALLEL TO THE WEST LINE OF SAID SECTION 9, NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 70.23 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WESTPORT ROAD AS NOW ESTABLISHED, SAID POINT BEING 40 FEET FROM THE CENTERLINE THEREOF, THENCE ALONG SAID RIGHT-OF-WAY LINE OF WESTPORT ROAD, AS NOW ESTABLISHED, BEING 40 FEET FROM SAID CENTER LINE, NORTH 62 DEGREES 21 MINUTES 11 SECONDS EAST, 54.45 FEET TO A POINT OF CURVE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF WESTPORT ROAD, AS NOW ESTABLISHED, ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 5769.57 FEET), 129.23 FEET TO A POINT OF TANGENT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE OF WESTPORT ROAD, AS NOW ESTABLISHED, NORTH 61 DEGREES 04 MINUTES 11 SECONDS EAST, 748.81 FEET TO THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF WESTPORT ROAD AND THE WEST RIGHT-OF-WAY LINE OF HARDY AVENUE AS NOW ESTABLISHED, SAID RIGHT-OF-WAY LINE OF HARDY AVENUE BEING 30 FEET WEST AND PARALLEL TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF HARDY AVENUE, AS NOW ESTABLISHED, PARALLEL WITH THE EAST LINE OF SAID HALF QUARTER SECTION, SOUTH 00 DEGREES 08 MINUTES 36 SECONDS EAST, 1985.08 FEET TO A POINT ON THE SOUTH LINE OF SAID HALF QUARTER SECTION; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE OF HARDY AVENUE, AS NOW ESTABLISHED, BEING 30 FEET WEST AND PARALLEL TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 49, RANGE 32, SOUTH 00 DEGREES 03 MINUTES 06 SECONDS WEST, 660.20 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE ALONG SAID SOUTH LINE AND ALONG THE NORTH LINE OF A TRACT OF LAND DESCRIBED BY DOCUMENT 676408, IN BOOK 1224, AT PAGE 214, NORTH 88 DEGREES 44 MINUTES 38 SECONDS WEST, 600.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT OF LAND; THENCE ALONG THE WEST LINE OF SAID TRACT OF LAND AND ALONG THE WEST LINE OF ROCKWOOD HILLS, LOTS 24 THROUGH 33, INCLUSIVE, AND TRACT A, A SUBDIVISION IN SAID CITY, SOUTH 00 DEGREES 01 MINUTES 34 SECONDS EAST, 1523.44 FEET (DEED = 1522.8 FEET) TO A POINT ON THE NORTH LINE OF ROCKWOOD HILLS, A SUBDIVISION IN SAID CITY; THENCE ALONG THE NORTH LINE OF SAID SUBDIVISION, NORTH 88 DEGREES 38 MINUTES 33 SECONDS WEST, 60.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ON A NORTHERLY PROJECTION OF THE WEST LINE OF SAID

SUBDIVISION, NORTH 00 DEGREES 00 MINUTES 07 SECONDS WEST, 35.1 FEET TO A POINT 500 FEET NORTH OF THE SOUTH LINE AND 690 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH 88 DEGREES 38 MINUTES 28 SECONDS WEST, 379.59 FEET (DEED = 375 FEET) TO A POINT ON THE EAST LINE OF ROCKWOOD GARDENS, A SUBDIVISION IN SAID CITY; THENCE ALONG SAID EAST LINE, NORTH 00 DEGREES 19 MINUTES 58 SECONDS WEST, 371.70 FEET TO THE NORTHEAST CORNER OF SAID ROCKWOOD GARDENS; THENCE ALONG THE NORTH LINE OF SAID SUBDIVISION, NORTH 88 DEGREES 43 MINUTES 04 SECONDS WEST, 253.47 FEET (PLAT = 255.50 FEET) TO A POINT ON THE LINE BETWEEN SECTIONS 16 AND 17, TOWNSHIP 49 RANGE 32; THENCE CONTINUING ALONG SAID NORTH LINE AND THE NORTH LINE OF LOT 1, SEMSTEAD ADDITION, A SUBDIVISION IN SAID CITY, SOUTH 86 DEGREES 53 MINUTES 59 SECONDS WEST, 158.40 FEET (SEMSTEAD ADDITION 157 FEET) TO A POINT ON THE EASTERLY LINE OF DAGGETT ADDITION, A SUBDIVISION IN SAID CITY; THENCE ALONG SAID EASTERLY LINE AND THE EASTERLY LINE OF LASATER ADDITION, LOTS 52 THROUGH 83, INCLUSIVE, A SUBDIVISION IN SAID CITY, NORTH 14 DEGREES 43 MINUTES 30 SECONDS EAST (PLATS AND DEED = NORTH 14 DEGREES 34 MINUTES EAST), 1159.44 FEET (DEED = 1144.5 FEET) TO THE NORTHEAST CORNER OF SAID LASATER ADDITION SAID POINT BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE ALONG THE NORTH LINE OF SAID LASATER ADDITION AND THE SOUTH LINE OF SAID HALF QUARTER QUARTER SECTION, NORTH 88 DEGREES 44 MINUTES 37 SECONDS WEST, 138.18 FEET TO THE SOUTHWEST CORNER OF SAID HALF QUARTER QUARTER SECTION; THENCE CONTINUING ALONG THE NORTH LINE OF SAID LASATER ADDITION, NORTH 88 DEGREES 18 MINUTES 35 SECONDS WEST, 532.07 FEET (DEED = 544.2 FEET) TO A POINT BEING THE ANGLE POINT IN THE EASTERLY LINE OF LOT 51, TOWN & COUNTRY SUBDIVISION, A SUBDIVISION IN SAID CITY; THENCE ALONG THE EASTERLY LINE OF SAID SUBDIVISION, NORTH 39 DEGREES 20 MINUTES 04 SECONDS EAST (PLAT AND DEED = SOUTH 36 DEGREES 00 MINUTES WEST), 837.56 FEET (PLATS AND DEED = 838.4 FEET) TO THE POINT OF BEGINNING.

EXHIBIT B

SITE

All of that certain real property in the City of Independence, Jackson County, Missouri, described as follows:

Street Address: 2400 S Maywood Ave., Independence MO 64052

Lease Area Description

A tract of land in the Southwest Quarter of Section 9, The Northwest Quarter of Section 16, and the Northeast Quarter of Section 17, Township 49 North, Range 32 West of the 5th Principal Meridian in the City of Independence, Jackson County, Missouri, being bounded and described as follows: Commencing at the Southwest corner of the Southwest Quarter of said Section 9; thence North 01°45'08" East, on the west line of the said Southwest Quarter, 107.54 feet; thence leaving said west line, South 88°14'52" East, 409.78 feet to the Point of Beginning of the tract of land to be herein described; thence North 90°00'00" East, 791.00 feet; thence South 01°33'58" West, 751.69 feet; thence South 90°00'00" West, 603.94 feet; thence South 01°57'41" West, 1,286.14 feet; thence South 90°00'00" West, 218.14 feet; thence North 00°01'14" East, 31.02 feet; thence North 01°52'36" East, 222.49 feet; thence South 90°00'00" West, 269.74 feet; thence North 00°00'00" East, 62.35 feet; thence North 01°52'18" East, 32.63 feet; thence North 05°45'16" East, 448.05 feet; thence North 16°24'41" East, 600.09 feet; thence North 00°00'00" East, 24.28 feet; thence South 90°00'00" West, 540.70 feet; thence North 00°00'00" East, 65.74 feet; thence North 39°25'59" East, 155.37 feet; thence North 40°25'07" East, 347.79 feet; thence North 90°00'00" East, 232.45 feet; thence North 00°00'00" East, 28.68 feet; thence North 90°00'00" East, 122.33 feet; thence North 01°29'51" East, 163.59 feet to the Point of Beginning. Containing 1,363,145 square feet or 31.29 acres, more or less.