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1. **Title of Document:** **First Amendment to Solar Photovoltaic Installation Site Lease**

2. **Date of Document:** **April __, 2021**

3. **Grantor(s):** **CITY OF INDEPENDENCE, MISSOURI,**
 a Missouri municipal corporation
Grantor's Mailing Address: 111 E. Maple
 Independence, Missouri 64050

4. **Grantee(s):** **MCP-INDEPENDENCE II, LLC,**
 a Missouri limited liability company
Grantee's Mailing Address: 8000 Maryland Avenue, Suite 1300
 St. Louis, Missouri 63105

5. **Legal description:** See **Exhibit A** annexed to the document.

6. **Reference(s) to Book and Page(s):** N/A

Note: The terms "grantor" and "grantee" as used in this Cover Page are for recording and indexing purposes only. The instrument itself refers to the parties by other designations.

**FIRST AMENDMENT TO
SOLAR PHOTOVOLTAIC INSTALLATION SITE LEASE**

This First Amendment to Solar Photovoltaic Installation Site Lease (this “First Amended Lease”) is made as of the ____ day of April, 2021 by and between CITY OF INDEPENDENCE, MISSOURI, a Missouri municipal corporation (“Landlord”) and MCP-INDEPENDENCE II, LLC, a Missouri limited liability company (“Tenant”).

WHEREAS, the parties desire to amend certain portions of that certain Solar Photovoltaic Installation Site Lease made as of the 21st day of November, 2017 (the “Original Lease,” together with this First Amended Lease, the “Lease”) with respect to the Site more particularly described on the attached Exhibit A;

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. REVISION OF PARAGRAPH 2(a). The parenthetical at the conclusion of Paragraph 2(a) shall be revised to read “(subject to Sections 2(b), 2(d) and 9 below)”.

2. ADDITION OF PARAGRAPH 2(d). The following is added as Paragraph 2(d) to the Lease:

(d) Notwithstanding anything to the contrary in this Section 2, the term of this Lease shall expire October 1, 2043, unless (1) the Tenant or an affiliate of the Tenant and Landlord shall have extended the term of that certain Solar Photovoltaic Installation Power Purchase Agreement entered into as of July 10, 2017 (“PPA”) beyond the Term, as defined in the PPA, or (2) the Tenant or an affiliate of the Tenant and Landlord or another eligible power purchaser shall have entered into a separate power purchase agreement or comparable sales contract (“New PPA”) that extends beyond the Term, as defined in the PPA, in which case the term of the Lease shall be extended to the earlier of (y) the date on which the PPA or the New PPA terminates, or (z) the expiration of the Term as provided in Section 2(a) after application of any Extension Period under Section 2(b).

3. AMENDMENT OF PARAGRAPH 13(c) OF THE ORIGINAL LEASE. Paragraph 13(c) of the Original Lease is hereby amended to read as follows:

(c) No Encumbrances. With Landlord’s consent, which shall not be unreasonably withheld, Tenant may 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, leasehold deed of trust, or other real property or personal property security instrument, in whole or in part, but only to such entity to whom Tenant is also granting a mortgage or security interest in the Facility and to whom Tenant has pledged or assigned its rights under this Lease. 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 providing financing to Tenant. Tenant shall provide notice to Landlord or any pledge or assignment of its rights under this Lease.

3. APPLICABILITY OF ORIGINAL LEASE. Except as specifically or by necessary implication amended by this First Amended Lease, the Original Lease remains in full force and effect and as so amended is hereby ratified, approved and confirmed.

4. EXECUTION IN COUNTERPARTS. This First Amended Lease may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

5. USE OF ELECTRONIC SIGNATURES AND RECORDS. Pursuant to the Uniform Electronic Transactions Act, the parties hereby agree and consent to the use of electronic signatures and electronic records in connection with the transaction that is the subject of this agreement; provided, however, that such consent and agreement only permits the use of, but does not require, electronic signatures or electronic records, including on documents delivered in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this First Amended Lease to be duly executed and delivered by their duly authorized officers as of the date first above written.

LANDLORD:

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: _____
Title _____

TENANT:

MCP-INDEPENDENCE II, LLC,
a Missouri limited liability company

By: GCEC 2018 ML I, LLC, a Missouri
limited liability company, its managing
member

By: GCEC 2018 MM I, LLC, a Missouri
limited liability company, its managing
member

By: _____
Michael Gardner, Manager

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of April, 2021, before me appeared _____ to me personally known, who, being by me duly sworn, did say that s/he is the _____ of **CITY OF INDEPENDENCE, MISSOURI**, a corporation of the State of Missouri, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of April, 2021, before me appeared **MICHAEL GARDNER**, to me personally known, who, being by me duly sworn, did say that he is the Manager of GCEC 2018 MM I, LLC, a Missouri limited liability company, the Managing Member of GCEC 2018 ML I, LLC, a Missouri limited liability company, the Managing Member of **MCP-INDEPENDENCE II, LLC**, a Missouri limited liability company, and that said instrument was signed in behalf of said company, by authority of its Managers and Members; and said Michael Gardner acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

EXHIBIT A

THE 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.