

**ATTACHMENT T: JOINT AQUATIC RESOURCES PERMIT
APPLICATION (JARPA) FORM**



WASHINGTON STATE

Joint Aquatic Resources Permit Application (JARPA) Form^{1,2} [\[help\]](#)

USE BLACK OR BLUE INK TO ENTER ANSWERS IN THE WHITE SPACES BELOW.



US Army Corps
of Engineers®
Seattle District

AGENCY USE ONLY

Date received: _____

Agency reference #: _____

Tax Parcel #(s): _____

Part 1—Project Identification

1. Project Name (A name for your project that you create. Examples: Smith's Dock or Seabrook Lane Development) [\[help\]](#)

Wautoma Solar Energy Project (Project)

Part 2—Applicant

The person and/or organization responsible for the project. [\[help\]](#)

2a. Name (Last, First, Middle)

O'Neill, Laura

2b. Organization (If applicable)

Innergex Renewable Development USA, LLC

2c. Mailing Address (Street or PO Box)

3636 Nobel Drive, Suite 260

2d. City, State, Zip

San Diego, California 92122

2e. Phone (1)

604-633-9990 x2015

2f. Phone (2)

778-689-1565

2g. Fax

604-633-9991

2h. E-mail

loneill@innnergex.com

¹Additional forms may be required for the following permits:

- If your project may qualify for Department of the Army authorization through a Regional General Permit (RGP), contact the U.S. Army Corps of Engineers for application information (206) 764-3495.
- Not all cities and counties accept the JARPA for their local Shoreline permits. If you need a Shoreline permit, contact the appropriate city or county government to make sure they accept the JARPA.

²To access an online JARPA form with [\[help\]](#) screens, go to

http://www.epermitting.wa.gov/site/alias_resourcecenter/jarpa_jarpa_form/9984/jarpa_form.aspx.

For other help, contact the Governor's Office for Regulatory Innovation and Assistance at (800) 917-0043 or help@oria.wa.gov.

Part 3—Authorized Agent or Contact

Person authorized to represent the applicant about the project. (Note: Authorized agent(s) must sign 11b of this application.) [\[help\]](#)

3a. Name (Last, First, Middle)			
Fossum, Linnea			
3b. Organization (If applicable)			
Tetra Tech, Inc.			
3c. Mailing Address (Street or PO Box)			
19803 North Creek Parkway			
3d. City, State, Zip			
Bothell, WA 98011			
3e. Phone (1)	3f. Phone (2)	3g. Fax	3h. E-mail
425-482-7823			linnea.fossum@tetrattech.com

Part 4—Property Owner(s)

Contact information for people or organizations owning the property(ies) where the project will occur. Consider both **upland and aquatic** ownership because the upland owners may not own the adjacent aquatic land. [\[help\]](#)

- Same as applicant. (Skip to Part 5.)
- Repair or maintenance activities on existing rights-of-way or easements. (Skip to Part 5.)
- There are multiple upland property owners. Complete the section below and fill out [JARPA Attachment A](#) for each additional property owner.
- Your project is on Department of Natural Resources (DNR)-managed aquatic lands. If you don't know, contact the DNR at (360) 902-1100 to determine aquatic land ownership. If yes, complete [JARPA Attachment E](#) to apply for the Aquatic Use Authorization.

4a. Name (Last, First, Middle)			
Keeler, Allison			
4b. Organization (If applicable)			
Wautoma Energy LLC			
4c. Mailing Address (Street or PO Box)			
2448 76th Ave SE, Suite 220			
4d. City, State, Zip			
Mercer Island, WA 98040			
4e. Phone (1)	4f. Phone (2)	4g. Fax	4h. E-mail
206-601-8964			

Part 5–Project Location(s)

Identifying information about the property or properties where the project will occur. [\[help\]](#)

- There are multiple project locations (e.g. linear projects). Complete the section below and use [JARPA Attachment B](#) for each additional project location.

5a. Indicate the type of ownership of the property. (Check all that apply.) [help]					
<input checked="" type="checkbox"/> Private <input type="checkbox"/> Federal <input type="checkbox"/> Publicly owned (state, county, city, special districts like schools, ports, etc.) <input type="checkbox"/> Tribal <input type="checkbox"/> Department of Natural Resources (DNR) – managed aquatic lands (Complete JARPA Attachment E)					
5b. Street Address (Cannot be a PO Box. If there is no address, provide other location information in 5p.) [help]					
1.5 miles south of the intersection of Highway 24 and Highway 241					
5c. City, State, Zip (If the project is not in a city or town, provide the name of the nearest city or town.) [help]					
Sunnyside, WA 98944					
5d. County [help]					
Benton					
5e. Provide the section, township, and range for the project location. [help]					
¼ Section	Section	Township	Range		
	19-21 and 28-30	12 North	24 East		
5f. Provide the latitude and longitude of the project location. [help]					
<ul style="list-style-type: none"> Example: 47.03922 N lat. / -122.89142 W long. (Use decimal degrees - NAD 83) 					
46.502734°, -119.840369°					
5g. List the tax parcel number(s) for the project location. [help]					
<ul style="list-style-type: none"> The local county assessor's office can provide this information. 					
Assessor Parcel Number^{1/}					
119241012749001	120241000001000	120243011787001	122242000000000	128243000000000	130241000000000
119243000001001	120242000001000	120244000000000	122243000001000	129241000000000	130242000001000
119244000001001	120243000002000	121241000001000	122243000002000	129242000001000	130242000003000
119244000001002	120243000003000	121243000000000	127240000000000	129243000001000	130244000000000
119244000002000	120243000004000	122241000000000	128241000000000	129244000000000	132241000001000
132241000002000	133240000000000				
^{1/} Assessor parcel information is based on current Benton County assessment records last updated by the County on March 2, 2022, and prior to submittal of this JARPA.					

5h. Contact information for all adjoining property owners. (If you need more space, use [JARPA Attachment C.](#)) [\[help\]](#)

Name	Mailing Address	Tax Parcel # (if known)
Roberts Ranch 5+LLC	1521 Wautoma Rd. Sunnyside, WA 98944	104141000000000, 104142000000000, 120243011787002 134241000000000, 134242000000000, 134243000000000
Joseph and Donna Balmelli	132 Newaukum Valley Rd. Chehalis, WA 98532	117240000000000
Jack E Griffith	4205 Rd. 111 Pasco, WA 99301	130243000000000
Stuckrath-Myers LLC	310 South Bradley St. Chelan, WA 98816	23122414005, 23122441003

5i. List all wetlands on or adjacent to the project location. [\[help\]](#)

There are three palustrine emergent wetlands within the Project Area (labeled WT500, WT501, WT502 in the attached wetland delineation report). They are all the result of long-term leaks in an irrigation pipeline that is positioned on the soil surface.

5j. List all waterbodies (other than wetlands) on or adjacent to the project location. [\[help\]](#)

There are 34 ephemeral stream segments within the Project Area. The streams are characterized and labeled in the attached wetland delineation report, and only one has an official name in the National Hydrography Dataset maps. Dry Creek (also labeled ST-207 in the attached wetland delineation report) is in the northern end of the Project Area and has a 100-year floodplain listed on the Federal Emergency Management Agency maps.

5k. Is any part of the project area within a 100-year floodplain? [\[help\]](#)

Yes No Don't know

5l. Briefly describe the vegetation and habitat conditions on the property. [\[help\]](#)

Much of the Project Area is planted with forb and grass mixes to provide pasture for livestock including cattle, goats, and sheep. The land that is not actively being grazed is either irrigated cropland or in well-maintained stands of native grasses, shrubs, and forbs. The stands of native plants are presumed to be a restoration planting on former cropland (Conservation Reserve Program) due to the shape of the field and the species present. There are some irrigated hedgerows that are intended to provide wildlife habitat bordering the irrigated croplands, although recent fires have destroyed the hedgerows on the southwest side of the Project Area. Also present in several locations around the site are temporary livestock watering ponds. The farmer and landowner uses buried pipelines from springs located in the hills to fill low spots (i.e. watering ponds) around the Project Area. The low spots are filled only for a few weeks at a time when the cattle are present in that section of the rotationally grazed range areas.

5m. Describe how the property is currently used. [\[help\]](#)

Current land uses in the Project Area include irrigated agriculture, rangeland, undeveloped land, local roads, and existing electrical utility infrastructure.

5n. Describe how the adjacent properties are currently used. [\[help\]](#)

Lands to the north, west, and south of the Project Area are zoned for agricultural purposes in Benton and Yakima counties with similar land uses as the Project Lease Boundary, as well as several rural residences. The Hanford Reach National Monument Rattlesnake Unit is located to the east.

5o. Describe the structures (above and below ground) on the property, including their purpose(s) and current condition. [\[help\]](#)

There are several structures in the center of the Project Area associated with the current agricultural operations, including six grain silos, a pump house, a corral and two associated livestock sheds, three equipment sheds, and buried 2-inch PVC pipelines to supply water from the springs (outside of the Project Area) to the livestock watering ponds.

5p. Provide driving directions from the closest highway to the project location, and attach a map. [\[help\]](#)

Drive 1.5 miles south from the intersection of Highway 24 and Highway 241. A location map is attached to this application (see Figure 1).

Part 6—Project Description

6a. Briefly summarize the overall project. You can provide more detail in 6b. [\[help\]](#)

The Project is a 470-megawatt solar photovoltaic (PV) generation facility coupled with a 4-hour battery energy storage system (BESS) sized to the maximum capacity of the Project, as well as related interconnection and ancillary support infrastructure, located in unincorporated Benton County, Washington.

The Project's solar PV system will convert energy from the sun into electric power. The solar PV system will consist of a series of solar PV panels mounted on a solar tracker racking system and related electrical equipment. The system includes the solar panels, tracker racking system, posts, collector lines, and power conversion systems (PCS), which consists of the DC-coupled BESS, inverters, and transformers. The DC-coupled BESS can either store direct current (DC) electricity for future use or convert DC electricity to alternating current (AC) electricity, which is then sent to the step-up transformer as required based on grid demand.

The Project also includes the following supporting components: Project substation, overhead 500-kilovolt (kV) generation-tie transmission line, operations and maintenance (O&M) building, associated Project access roads, and perimeter fencing. Chain-link fencing will be installed around the perimeter of the solar array, Project substation, and O&M building area. The Point of Interconnection (POI) is the Bonneville Power Administration (BPA) transmission system at the BPA Wautoma Substation, which is located on BPA federal lands surrounded by the Project Area. An approximately 0.25-mile-long overhead 500-kV transmission line will extend from the Project substation to the POI.

6b. Describe the purpose of the project and why you want or need to perform it. [\[help\]](#)

In 2019, Washington passed Senate Bill 5116: the Clean Energy Transformation Act (CETA) which requires state utilities to meeting 100% of their load with carbon-free resources by 2045. Clean electricity will allow Washington residents and businesses to power their buildings and homes, vehicles, and appliances with carbon free resources, such as wind and solar. Reductions in fossil fuel will improve health of communities, grow the economy, create family-sustaining jobs, and enable the state to achieve its long-term climate goals. The introduction of CETA is a major reason why Innergex is now actively searching for new business opportunities in Washington. Advancement in solar photovoltaic technology over the last ten years has led to significant decreases in solar equipment pricing. As a result new facilities such as Wautoma Solar represent an effective option to meeting Washington state's clean energy goals. These goals outlined in the CETA are also closely aligned with Innergex's own goals.

Innergex believes in a better world where abundant renewable energy promotes healthier communities and creates shared prosperity. Innergex contributes to this vision by leveraging its long-term commercial commitment, proven expertise, entrepreneurial spirit, and innovative approach. We remain committed to responsible growth that balances people, our planet, and prosperity. The Project will make major direct and indirect contributions to the local community. Landowners participating in the Project will receive direct compensation in the form of long-term land lease payments. Furthermore, the Project will also pay property tax to Benton County which will increase the county's tax base revenues and will benefit county residents significantly for the life of the project. When operational, the Project will be a relatively quiet renewable energy facility with limited visual impacts and will be a major source of clean power in the region.

6c. Indicate the project category. (Check all that apply) [\[help\]](#)

- Commercial
 Residential
 Institutional
 Transportation
 Recreational
 Maintenance
 Environmental Enhancement

6d. Indicate the major elements of your project. (Check all that apply) [\[help\]](#)

<input type="checkbox"/> Aquaculture	<input type="checkbox"/> Culvert	<input type="checkbox"/> Float	<input type="checkbox"/> Retaining Wall (upland)
<input type="checkbox"/> Bank Stabilization	<input type="checkbox"/> Dam / Weir	<input type="checkbox"/> Floating Home	<input type="checkbox"/> Road
<input type="checkbox"/> Boat House	<input type="checkbox"/> Dike / Levee / Jetty	<input type="checkbox"/> Geotechnical Survey	<input type="checkbox"/> Scientific Measurement Device
<input type="checkbox"/> Boat Launch	<input type="checkbox"/> Ditch	<input type="checkbox"/> Land Clearing	<input type="checkbox"/> Stairs
<input type="checkbox"/> Boat Lift	<input type="checkbox"/> Dock / Pier	<input type="checkbox"/> Marina / Moorage	<input type="checkbox"/> Stormwater facility
<input type="checkbox"/> Bridge	<input type="checkbox"/> Dredging	<input type="checkbox"/> Mining	<input type="checkbox"/> Swimming Pool
<input type="checkbox"/> Bulkhead	<input type="checkbox"/> Fence	<input type="checkbox"/> Outfall Structure	<input type="checkbox"/> Utility Line
<input type="checkbox"/> Buoy	<input type="checkbox"/> Ferry Terminal	<input type="checkbox"/> Piling/Dolphin	
<input type="checkbox"/> Channel Modification	<input type="checkbox"/> Fishway	<input type="checkbox"/> Raft	

Other: Solar Energy Facility including a permanent Operations and Management Facility.

6e. Describe how you plan to construct each project element checked in 6d. Include specific construction methods and equipment to be used. [\[help\]](#)

- Identify where each element will occur in relation to the nearest waterbody.
- Indicate which activities are within the 100-year floodplain.

The Project components include the solar array, underground collection lines, overhead transmission line, inverters, security fences, access roads, an O&M facility, and the Project substation. These are shown in the attached Figure 2.

The Project was designed to minimize impacts to wetlands and waterways. The Project has been designed to avoid wetlands, and no wetland or wetland buffers impacts (temporary or permanent) are proposed in the current Project layout. Project components that will intersect with waterways (ephemeral streams) and Benton County critical areas ordinance regulated stream buffers include:

- A temporary 100-year floodplain and stream crossing for the installation of the overhead transmission lines. This crossing is illustrated in Figure 3.
- Collection lines will be bored underneath the ephemeral waterways in four locations. Boring locations 2, 3, and 4 will be located outside of the stream buffers. Boring location 1 is located outside of the stream buffer and an associated 100-year floodplain. The boring locations are illustrated in detail in Figures 4, 5, 6, and 7. A schematic of the collection line boring is illustrated in Figure 9.
- The temporary and permanent widening of an existing access road that lies in between two ephemeral drainages. This road widening is co-located with boring location 3. All temporary and permanent impacts associated with the road widening are located outside of the adjacent ephemeral drainages and stream buffers. This is illustrated in Figure 8. A schematic of the road widening permanent footprint is illustrated in Figure 10.

6f. What are the anticipated start and end dates for project construction? (Month/Year) [\[help\]](#)

- If the project will be constructed in phases or stages, use [JARPA Attachment D](#) to list the start and end dates of each phase or stage.

Start Date: Q1 2024 End Date: Q3 2025 See JARPA Attachment D

6g. Fair market value of the project, including materials, labor, machine rentals, etc. [\[help\]](#)

A 470-megawatt solar PV facility coupled with a 4-hour battery energy storage system (BESS) sized to the maximum capacity of the Project is estimated to cost about \$1.1 billion.

6h. Will any portion of the project receive federal funding? [\[help\]](#)

- **If yes**, list each agency providing funds.

Yes No Don't know

Part 7–Wetlands: Impacts and Mitigation

Check here if there are wetlands or wetland buffers on or adjacent to the project area.
(If there are none, skip to Part 8.) [\[help\]](#)

7a. Describe how the project has been designed to avoid and minimize adverse impacts to wetlands. [\[help\]](#)

Not applicable

The Project has been designed to avoid wetlands, and no wetland or wetland buffers impacts (temporary or permanent) are proposed in the Project layout. Additional safeguards will be put in place during construction to prevent any stormwater runoff from entering the wetlands or their associated buffers. Mitigation actions and best management practices will be implemented during construction, such as revegetating disturbed soils to minimize erosion/runoff and implementing an ESCP, SWPPP, and Vegetation and Weed Management Plan.

7b. Will the project impact wetlands? [\[help\]](#)

Yes No Don't know

7c. Will the project impact wetland buffers? [\[help\]](#)

Yes No Don't know

7d. Has a wetland delineation report been prepared? [\[help\]](#)

- **If Yes**, submit the report, including data sheets, with the JARPA package.

Yes No

7e. Have the wetlands been rated using the Western Washington or Eastern Washington Wetland Rating System? [\[help\]](#)

- **If Yes**, submit the wetland rating forms and figures with the JARPA package.

Yes No Don't know

7f. Have you prepared a mitigation plan to compensate for any adverse impacts to wetlands? [\[help\]](#)

- **If Yes**, submit the plan with the JARPA package and answer 7g.
- **If No, or Not applicable**, explain below why a mitigation plan should not be required.

Yes No Don't know

Wetlands and their buffers will not be impacted by the Project.

7g. Summarize what the mitigation plan is meant to accomplish, and describe how a watershed approach was used to design the plan. [\[help\]](#)

N/A

7h. Use the table below to list the type and rating of each wetland impacted, the extent and duration of the impact, and the type and amount of mitigation proposed. Or if you are submitting a mitigation plan with a similar table, you can state (below) where we can find this information in the plan. [\[help\]](#)

Activity (fill, drain, excavate, flood, etc.)	Wetland Name ¹	Wetland type and rating category ²	Impact area (sq. ft. or Acres)	Duration of impact ³	Proposed mitigation type ⁴	Wetland mitigation area (sq. ft. or acres)
N/A	N/A	N/A	N/A	N/A	N/A	N/A

¹ If no official name for the wetland exists, create a unique name (such as "Wetland 1"). The name should be consistent with other project documents, such as a wetland delineation report.

² Ecology wetland category based on current Western Washington or Eastern Washington Wetland Rating System. Provide the wetland rating forms with the JARPA package.

³ Indicate the days, months or years the wetland will be measurably impacted by the activity. Enter "permanent" if applicable.

⁴ Creation (C), Re-establishment/Rehabilitation (R), Enhancement (E), Preservation (P), Mitigation Bank/In-lieu fee (B)

Page number(s) for similar information in the mitigation plan, if available: _____

7i. For all filling activities identified in 7h, describe the source and nature of the fill material, the amount in cubic yards that will be used, and how and where it will be placed into the wetland. [\[help\]](#)

N/A

7j. For all excavating activities identified in 7h, describe the excavation method, type and amount of material in cubic yards you will remove, and where the material will be disposed. [\[help\]](#)

N/A

Part 8–Waterbodies (other than wetlands): Impacts and Mitigation

In Part 8, “waterbodies” refers to non-wetland waterbodies. (See Part 7 for information related to wetlands.) [\[help\]](#)

Check here if there are waterbodies on or adjacent to the project area. (If there are none, skip to Part 9.)

8a. Describe how the project is designed to avoid and minimize adverse impacts to the aquatic environment. [\[help\]](#)

Not applicable

The majority of the ephemeral drainages and their buffers will be avoided. There are four locations where collector lines will be installed at least four feet underneath ephemeral drainages by boring underneath the stream bed. The boring entrance and exit locations and associated work areas will be located outside of the buffers on those ephemeral drainages and the 100-year floodplain. The Project’s overhead transmission line between the Project substation and POI will span Dry Creek and the associated 100-year floodplain. A temporary 50-foot-wide access corridor across the floodplain and Dry Creek will be used during construction of the overhead line. To minimize impacts to this area, only vehicles equipped to carry the transmission wires (conductor, shield wire, etc.) will be allowed. Appropriate BMPs such as matting, geotextile, or hog fuel will be placed during construction to minimize disturbance to the floodplain and stream bed. An additional access road crossing of an area in between two ephemeral streams will occur in the southeast corner of the Project Area. In this location, an existing access road will be improved to accommodate Project construction and operations. The temporary and permanent disturbance associated with the access road widening will not impact the adjacent ephemeral streams or their buffers.

8b. Will your project impact a waterbody or the area around a waterbody? [\[help\]](#)

Yes No

8c. Have you prepared a mitigation plan to compensate for the project's adverse impacts to non-wetland waterbodies? [\[help\]](#)

- **If Yes**, submit the plan with the JARPA package and answer 8d.
- **If No, or Not applicable**, explain below why a mitigation plan should not be required.

Yes No Don't know

No, a mitigation plan is not necessary because there are no permanent impacts to non-wetland waterbodies. The four boring locations will be located outside of the non-wetland waterbodies, their buffers, and floodplain. The temporary crossing on Dry Creek will be fully rehabilitated and restored after construction per the Project's Revegetation and Weed Management Plan. In addition, a Habitat Management Plan will be developed that will detail the requirements for mitigation of habitat impacts.

The road widening will be in an area between two ephemeral waterways that, while outside of the waterways and their regulated buffers, is included because the Washington Department of Fish and Wildlife (WDFW) has indicated that this type of crossing may require an Hydraulic Project Approval (HPA). The Applicant understands that WDFW will make a determination on whether an HPA is required on the basis of a review of this application. This area is also subject to both the Revegetation and Weed Management Plan and the Habitat Management Plan.

8d. Summarize what the mitigation plan is meant to accomplish. Describe how a watershed approach was used to design the plan.

- If you already completed 7g you do not need to restate your answer here. [\[help\]](#)

N/A

8e. Summarize impact(s) to each waterbody in the table below. [\[help\]](#)

Activity (clear, dredge, fill, pile drive, etc.)	Waterbody name ¹	Impact location ²	Duration of impact ³	Amount of material (cubic yards) to be placed in or removed from waterbody	Area (sq. ft. or linear ft.) of waterbody directly affected
Temporary Access Corridor	Dry Creek	100-year floodplain	Temporary	0	875 linear feet x 50 feet wide = 43,750 sq. ft.
Temporary Access Corridor	Dry Creek	Within the Ordinary High Water (OHW)	Temporary	0	4 foot wide OHW x 50 feet wide = 200 sq. ft.
Boring location 1 under ephemeral drainage for collection line	Dry Creek	Boring work areas will occur outside of the 100-year floodplain and OHW for Dry Creek	Temporary	0	0
Boring location 2 under ephemeral drainage for collection line	Unnamed ephemeral drainage, labeled ST-218 in the attached report	Boring work area will occur outside of the OHW and buffer of this drainage	Temporary	0	0

Boring location 3 in between two ephemeral drainages	Unnamed ephemeral drainages, labeled ST-216 and ST-217 in attached report	Boring work area will occur outside of the buffers on either waterway	Temporary	0	0
Boring location 4 for collection line under ephemeral drainage for collection line	Unnamed ephemeral drainage, labeled ST-709 in the attached report	Boring work area will occur outside of the OHW and buffer of this drainage	Temporary	0	0
Widening of existing access road and installation of one 36-inch culvert under the road – temporary work area	Unnamed ephemeral drainages, labeled ST-216 and ST-217 in attached report	The current road is built up between the end of one ephemeral drainage and the beginning of another. Impacts will be outside the OHW and buffers for these waterways.	Temporary	0	4,040 sq. ft of temporary impacts to location between two ephemeral drainages for work area disturbance
Widening of existing access road and installation of one 36-inch culvert under the road – CMP culvert	Unnamed ephemeral drainages, labeled ST-216 and ST-217 in attached report	The current road is built up between the end of one ephemeral drainage and the beginning of another. Impacts will be outside the OHW and buffers for these waterways.	Permanent	Assuming that the culvert is 30 feet long (extending beyond the roadbed for 3 feet at each end), and 36 inches in diameter, the volume of fill for the culvert is 8 cubic yards (CY).	90 sq. ft. of permanent impacts to location between two ephemeral drainages Note: this area is within the larger permanent impact areas identified below and the temporary work area identified above

<p>Widening of existing access road and installation of one 36-inch culvert under the road – coarse aggregate bedding</p>	<p>Unnamed ephemeral drainages, labeled ST-216 and ST-217 in attached report</p>	<p>The current road is built up between the end of one ephemeral drainage and the beginning of another. Impacts will be outside the OHW and buffers for these waterways.</p>	<p>Permanent</p>	<p>24 inches of coarse aggregate bedding material. The proposed road widening will be 24 feet wide by 101 feet long (to capture the 50-foot buffer on each side of the waterways and their average width of 1 foot). The volume of fill for the coarse aggregate bedding is 180 CY.</p>	<p>2,424 sq. ft. of permanent impacts to location between two ephemeral drainages</p>
<p>Widening of existing access road and installation of one 36-inch culvert under the road – road fill</p>	<p>Unnamed ephemeral drainages, labeled ST-216 and ST-217 in attached report</p>	<p>The current road is built up between the end of one ephemeral drainage and the beginning of another. Impacts will be outside the OHW and buffers for these waterways.</p>	<p>Permanent</p>	<p>Road fill includes 1 foot of roadbed above the culvert and extending to a total depth of 4 feet in the center to accommodate the culvert, rising to meet the existing ground at each side. Total volume of fill for the road fill is 180 CY.</p>	<p>2,424 sq. ft. of permanent impacts to location between two ephemeral drainages</p> <p>Note: this overlaps with the area of permanent impact identified above</p>
<p>Widening of existing access road and installation of one 36-inch culvert under the road – road surface</p>	<p>Unnamed ephemeral drainages, labeled ST-216 and ST-217 in attached report</p>	<p>The current road is built up between the end of one ephemeral drainage and the beginning of another. Impacts will be outside the OHW and buffers for these waterways.</p>	<p>Permanent</p>	<p>Road surfacing includes 6 inches of aggregate. Total volume of fill for the road surface is 45 CY.</p>	<p>2,424 sq. ft. of permanent impacts to location between two ephemeral drainages</p> <p>Note: this overlaps with the area of permanent impact identified above</p>

Widening of existing access road and installation of one 36-inch culvert under the road – culvert riprap	Unnamed ephemeral drainages, labeled ST-216 and ST-217 in attached report	The current road is built up between the end of one ephemeral drainage and the beginning of another. Impacts will be outside the OHW and buffers for these waterways.	Permanent	Class II riprap will be placed at the culvert inlet and outlet. Total volume of fill for the culvert riprap is 11 CY.	288 sq. ft. of permanent impacts to location between two ephemeral drainages
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¹ If no official name for the waterbody exists, create a unique name (such as “Stream 1”) The name should be consistent with other documents provided.

² Indicate whether the impact will occur in or adjacent to the waterbody. If adjacent, provide the distance between the impact and the waterbody and indicate whether the impact will occur within the 100-year flood plain.

³ Indicate the days, months or years the waterbody will be measurably impacted by the work. Enter “permanent” if applicable.

8f. For all activities identified in 8e, describe the source and nature of the fill material, amount (in cubic yards) you will use, and how and where it will be placed into the waterbody. [\[help\]](#)

- The work areas for the four boring locations will be located outside of the waterways and their buffers, as well as the floodplain.
- The temporary access corridor across Dry Creek and 100-year floodplain will use appropriate BMPs such as matting and limit the amount of traffic on the access corridor. No fill is anticipated.
- The road widening is located between two ephemeral streams and will not involve fill in the waterways or their buffers.

8g. For all excavating or dredging activities identified in 8e, describe the method for excavating or dredging, type and amount of material you will remove, and where the material will be disposed. [\[help\]](#)

- The work areas for the four boring locations will be located outside of the waterways and their buffers, as well as the floodplain.
- The temporary access corridor across Dry Creek and 100-year floodplain will use appropriate BMPs such as matting, geotextile, or hog fuel and limit the amount of traffic on the access corridor. No excavation is anticipated.
- The road widening is located between two ephemeral streams and will not involve excavation in the waterways or their buffers.

Part 9–Additional Information

Any additional information you can provide helps the reviewer(s) understand your project. Complete as much of this section as you can. It is ok if you cannot answer a question.

9a. If you have already worked with any government agencies on this project, list them below. [\[help\]](#)

Agency Name	Contact Name	Phone	Most Recent Date of Contact
USACE	Dave Moore	206-316-3166	01/25/2022

<p>9b. Are any of the wetlands or waterbodies identified in Part 7 or Part 8 of this JARPA on the Washington Department of Ecology's 303(d) List? [help]</p> <ul style="list-style-type: none"> • If Yes, list the parameter(s) below. • If you don't know, use Washington Department of Ecology's Water Quality Assessment tools at: https://ecology.wa.gov/Water-Shorelines/Water-quality/Water-improvement/Assessment-of-state-waters-303d.
<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>9c. What U.S. Geological Survey Hydrological Unit Code (HUC) is the project in? [help]</p> <ul style="list-style-type: none"> • Go to http://cfpub.epa.gov/surf/locate/index.cfm to help identify the HUC.
<p>170300031104</p>
<p>9d. What Water Resource Inventory Area Number (WRIA #) is the project in? [help]</p> <ul style="list-style-type: none"> • Go to https://ecology.wa.gov/Water-Shorelines/Water-supply/Water-availability/Watershed-look-up to find the WRIA #.
<p>Lower Yakima, WRIA 37</p>
<p>9e. Will the in-water construction work comply with the State of Washington water quality standards for turbidity? [help]</p> <ul style="list-style-type: none"> • Go to https://ecology.wa.gov/Water-Shorelines/Water-quality/Freshwater/Surface-water-quality-standards/Criteria for the standards.
<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not applicable</p>
<p>9f. If the project is within the jurisdiction of the Shoreline Management Act, what is the local shoreline environment designation? [help]</p> <ul style="list-style-type: none"> • If you don't know, contact the local planning department. • For more information, go to: https://ecology.wa.gov/Water-Shorelines/Shoreline-coastal-management/Shoreline-coastal-planning/Shoreline-laws-rules-and-cases.
<p><input type="checkbox"/> Urban <input type="checkbox"/> Natural <input type="checkbox"/> Aquatic <input type="checkbox"/> Conservancy <input checked="" type="checkbox"/> Other: <u>N/A, not in SMA</u></p>
<p>9g. What is the Washington Department of Natural Resources Water Type? [help]</p> <ul style="list-style-type: none"> • Go to http://www.dnr.wa.gov/forest-practices-water-typing for the Forest Practices Water Typing System.
<p><input type="checkbox"/> Shoreline <input type="checkbox"/> Fish <input type="checkbox"/> Non-Fish Perennial <input checked="" type="checkbox"/> Non-Fish Seasonal</p> <p>The waterways in the Project Area are listed as "unknown" on the DNR website. The attached wetland and water delineation report describes the waterways onsite.</p>
<p>9h. Will this project be designed to meet the Washington Department of Ecology's most current stormwater manual? [help]</p> <ul style="list-style-type: none"> • If No, provide the name of the manual your project is designed to meet.
<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Name of manual: <u>Stormwater Management Manual for Eastern Washington, 2019 version</u></p>
<p>9i. Does the project site have known contaminated sediment? [help]</p> <ul style="list-style-type: none"> • If Yes, please describe below.
<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

9j. If you know what the property was used for in the past, describe below. [\[help\]](#)

The property has been in the landowner's family since the mid-1800s. The land has been used for agriculture and residential purposes since that time.

9k. Has a cultural resource (archaeological) survey been performed on the project area? [\[help\]](#)

- If Yes, attach it to your JARPA package.

Yes No

9l. Name each species listed under the federal Endangered Species Act that occurs in the vicinity of the project area or might be affected by the proposed work. [\[help\]](#)

Common Name	Scientific Name	Federal Status ¹
Bald eagle	<i>Haliaeetus leucocephalus</i>	BGEPA, BCC
Brewer's sparrow	<i>Spizella breweri</i>	BCC
Burrowing owl	<i>Athene cunicularia</i>	SOC
Ferruginous hawk	<i>Buteo regalis</i>	SOC, BCC
Golden eagle	<i>Aquila chrysaetos</i>	BGEPA, BCC
Greater sage-grouse (Columbia Basin DPS)	<i>Centrocercus urophasianus</i>	BCC
Loggerhead shrike	<i>Lanius ludovicianus</i>	BCC
Prairie falcon	<i>Falco mexicanus</i>	BCC
Sage thrasher	<i>Oreoscoptes montanus</i>	BCC

1. U.S. Fish and Wildlife Service: SOC = Species of Concern, BCC = Bird of Conservation Concern, BGEPA = Bald and Golden Eagle Protection Act

9m. Name each species or habitat on the Washington Department of Fish and Wildlife's Priority Habitats and Species List that might be affected by the proposed work. [\[help\]](#)

Common Name	Scientific Name	State Status ¹
Birds		
American white pelican	<i>Pelecanus erythrorhynchos</i>	T, PS
Bald eagle	<i>Haliaeetus leucocephalus</i>	PS
Burrowing owl	<i>Athene cunicularia</i>	C, PS
Chukar	<i>Alectoris chukar</i>	PS
Ferruginous hawk	<i>Buteo regalis</i>	T, PS
Golden eagle	<i>Aquila chrysaetos</i>	PS
Great blue heron	<i>Ardea Herodias</i>	PS
Greater sage-grouse (Columbia Basin DPS)	<i>Centrocercus urophasianus</i>	T, PS
Loggerhead shrike	<i>Lanius ludovicianus</i>	C, PS
Prairie falcon	<i>Falco mexicanus</i>	PS
Ring-necked pheasant	<i>Phasianus colchicus</i>	PS
Sagebrush sparrow	<i>Artemisiospiza nevadensis</i>	C, PS
Sage thrasher	<i>Oreoscoptes montanus</i>	C, PS
Sandhill crane	<i>Antigone canadensis</i>	E, PS
Tundra swan	<i>Cygnus columbianus</i>	PS
Vaux's swift	<i>Chaetura vauxi</i>	C, PS
Mammals		
Black-tailed jackrabbit	<i>Lepus californicus</i>	C, PS
Elk	<i>Cervus elaphus</i>	PS
Mule deer	<i>Odocoileus hemionus hemionus</i>	PS
Townsend's big-eared bat	<i>Corynorhinus townsendii</i>	C, PS
Townsend's ground squirrel	<i>Urocitellus townsendii nancyae</i>	C, PS
White-tailed jackrabbit	<i>Lepus townsendii</i>	C, PS
Reptiles & Amphibians		
Sagebrush lizard	<i>Sceloporus graciosus</i>	C, PS
Striped whipsnake	<i>Masticophis taeniatus</i>	C, PS
1. Washington Department of Fish and Wildlife: E = Endangered, T = Threatened, C = Candidate, PS = Priority Species		

Part 10–SEPA Compliance and Permits

Use the resources and checklist below to identify the permits you are applying for.

- Online Project Questionnaire at <http://apps.oria.wa.gov/opus/>.
- Governor's Office for Regulatory Innovation and Assistance at (800) 917-0043 or help@oria.wa.gov.
- For a list of addresses to send your JARPA to, click on [agency addresses for completed JARPA](#).

10a. Compliance with the State Environmental Policy Act (SEPA). (Check all that apply.) [help]
<ul style="list-style-type: none">• For more information about SEPA, go to https://ecology.wa.gov/regulations-permits/SEPA-environmental-review.
<input type="checkbox"/> A copy of the SEPA determination or letter of exemption is included with this application.
<input checked="" type="checkbox"/> A SEPA determination is pending with <u>Energy Facility Siting Evaluation Council (EFSEC)</u> (lead agency). The expected decision date is <u>mid-2023</u> .
<input type="checkbox"/> I am applying for a Fish Habitat Enhancement Exemption. (Check the box below in 10b.) [help]
<input type="checkbox"/> This project is exempt (choose type of exemption below). <input type="checkbox"/> Categorical Exemption. Under what section of the SEPA administrative code (WAC) is it exempt? _____
<input type="checkbox"/> Other: _____
<input type="checkbox"/> SEPA is pre-empted by federal law.
10b. Indicate the permits you are applying for. (Check all that apply.) [help]
LOCAL GOVERNMENT
Local Government Shoreline permits: <input type="checkbox"/> Substantial Development <input type="checkbox"/> Conditional Use <input type="checkbox"/> Variance <input type="checkbox"/> Shoreline Exemption Type (explain): _____ The Project is located outside of the Benton County Shoreline Management Area. Further, the Project is seeking site certification through EFSEC.
Other City/County permits: <input checked="" type="checkbox"/> Floodplain Development Permit <input type="checkbox"/> Critical Areas Ordinance The Project is seeking site certification through EFSEC. A review of critical areas ordinance compliance will be completed through the EFSEC process.
STATE GOVERNMENT
Washington Department of Fish and Wildlife: <input checked="" type="checkbox"/> Hydraulic Project Approval (HPA) <input type="checkbox"/> Fish Habitat Enhancement Exemption – Attach Exemption Form
Washington Department of Natural Resources: <input type="checkbox"/> Aquatic Use Authorization Complete JARPA Attachment E and submit a check for \$25 payable to the Washington Department of Natural Resources. <u>Do not send cash.</u>
Washington Department of Ecology: <input type="checkbox"/> Section 401 Water Quality Certification <input type="checkbox"/> Non-Federally Regulated Waters

FEDERAL AND TRIBAL GOVERNMENT

United States Department of the Army (U.S. Army Corps of Engineers):

- Section 404 (discharges into waters of the U.S.) Section 10 (work in navigable waters)

The need for a Section 404 permit is pending coordination with the USACE. The Applicant submitted a request for an approved jurisdictional determination to the USACE on December 13, 2021 (reference number NWS-2021-1146).

United States Coast Guard:

For projects or bridges over waters of the United States, contact the U.S. Coast Guard at: d13-pf-d13bridges@uscg.mil

- Bridge Permit Private Aids to Navigation (or other non-bridge permits)

United States Environmental Protection Agency:

- Section 401 Water Quality Certification (discharges into waters of the U.S.) on tribal lands where tribes do not have treatment as a state (TAS)

Tribal Permits: (Check with the tribe to see if there are other tribal permits, e.g., Tribal Environmental Protection Act, Shoreline Permits, Hydraulic Project Permits, or other in addition to CWA Section 401 WQC)

- Section 401 Water Quality Certification (discharges into waters of the U.S.) where the tribe has treatment as a state (TAS).

Part 11—Authorizing Signatures

Signatures are required before submitting the JARPA package. The JARPA package includes the JARPA form, project plans, photos, etc. [\[help\]](#)

11a. Applicant Signature (required) [\[help\]](#)

I certify that to the best of my knowledge and belief, the information provided in this application is true, complete, and accurate. I also certify that I have the authority to carry out the proposed activities, and I agree to start work only after I have received all necessary permits.

I hereby authorize the agent named in Part 3 of this application to act on my behalf in matters related to this application. LO (initial)

By initialing here, I state that I have the authority to grant access to the property. I also give my consent to the permitting agencies entering the property where the project is located to inspect the project site or any work related to the project. LO (initial)

ONEILL Laura

Signed with ConsignO Cloud (2022/05/04)
Verify with verifio.com or Adobe Reader.

INNERGEX

May 4, 2022

Laura O'Neill

Applicant Printed Name

Applicant Signature

Date

11b. Authorized Agent Signature [\[help\]](#)

I certify that to the best of my knowledge and belief, the information provided in this application is true, complete, and accurate. I also certify that I have the authority to carry out the proposed activities and I agree to start work only after all necessary permits have been issued.

Authorized Agent Printed Name

Authorized Agent Signature

Date

11c. Property Owner Signature (if not applicant) [\[help\]](#)

Not required if project is on existing rights-of-way or easements (provide copy of easement with JARPA).

I consent to the permitting agencies entering the property where the project is located to inspect the project site or any work. These inspections shall occur at reasonable times and, if practical, with prior notice to the landowner.

See JARPA Attachment A

Property Owner Printed Name

Property Owner Signature

Date



18 U.S.C §1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly falsifies, conceals, or covers up by any trick, scheme, or device a material fact or makes any false, fictitious, or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.

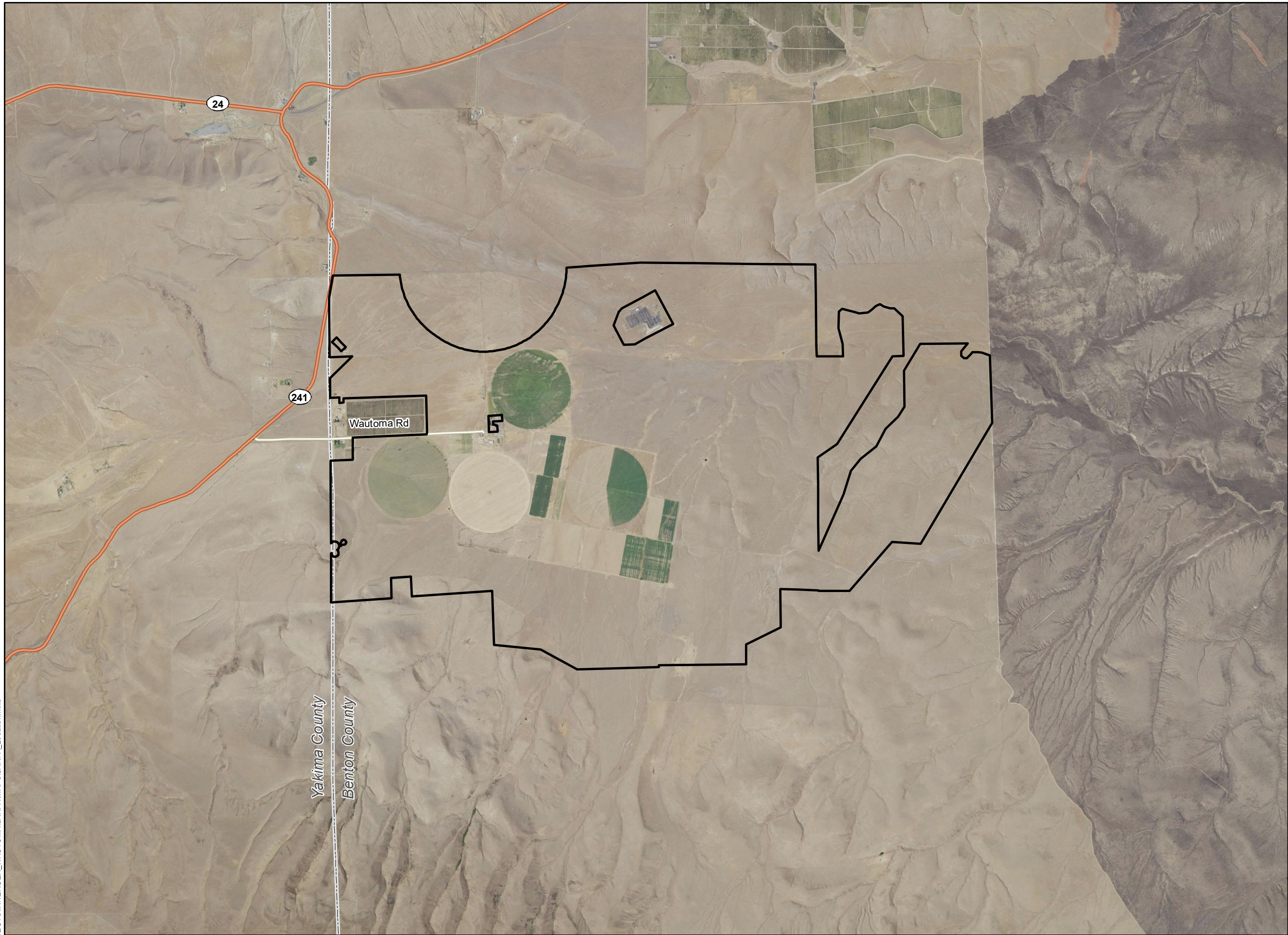
If you require this document in another format, contact the Governor's Office for Regulatory Innovation and Assistance (ORIA) at (800) 917-0043. People with hearing loss can call 711 for Washington Relay Service. People with a speech disability can call (877) 833-6341. ORIA publication number: ORIA-16-011 rev. 09/2018

Wautoma Solar

Figure 1 Project Location

BENTON AND YAKIMA COUNTIES, WA

-  Project Area
-  County Boundary



INNERGEX

TETRA TECH

Reference Map

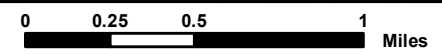


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














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Wautoma Solar

Figure 2 Site Components and Boring Locations Overview

BENTON AND YAKIMA COUNTIES, WA

-  Project Area
-  Solar Array
-  Inverters
-  Access Roads
-  Security Fence
-  Collection Lines (Underground)
-  Transmission Line (Overhead)
-  O&M Facility
-  Project Substation
-  Boring Location
-  Ephemeral Stream
-  Stream Buffer
-  FEMA 1% Annual Chance Flood Hazard Area
-  County Boundary

INNERGEX

TETRA TECH

Reference Map



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Wautoma Rd

Yakima County
Benton County



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











0 0.25 0.5 1 Miles

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Wautoma Solar

Figure 3 Temporary Stream Crossing

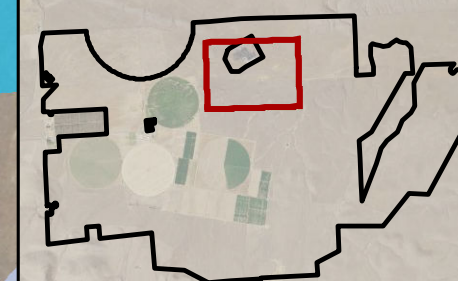
BENTON AND YAKIMA COUNTIES, WA

-  Project Area
-  Solar Array
-  Inverters
-  Access Roads
-  Security Fence
-  Collection Lines (Underground)
-  Transmission Line (Overhead)
-  O&M Facility
-  Project Substation
-  Temporary Stream Crossing
-  Ephemeral Stream
-  Stream Buffer
-  FEMA 1% Annual Chance Flood Hazard Area

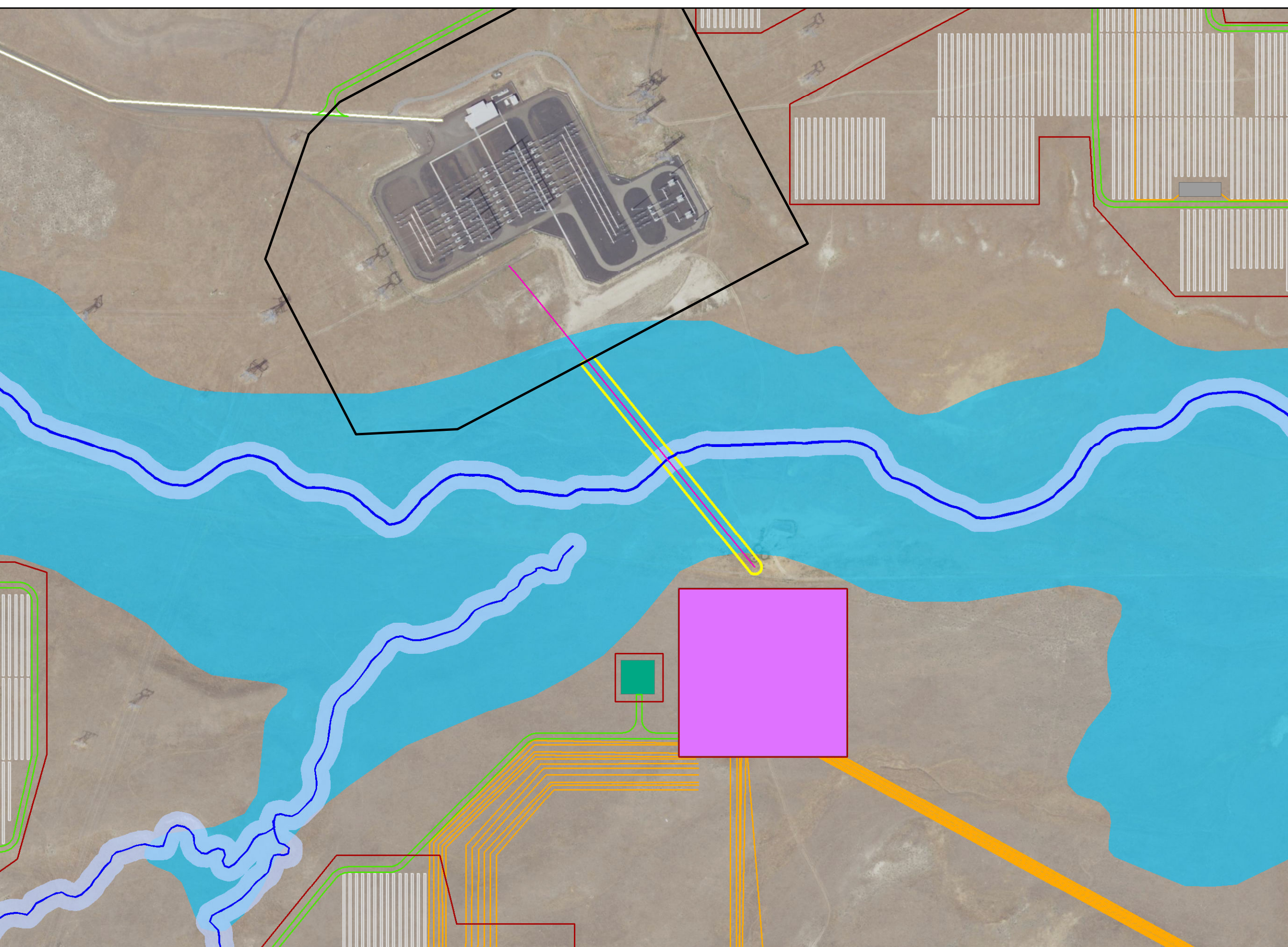
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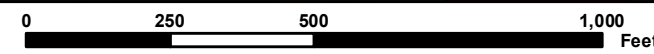


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













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Wautoma Solar

Figure 4 Boring Location 1

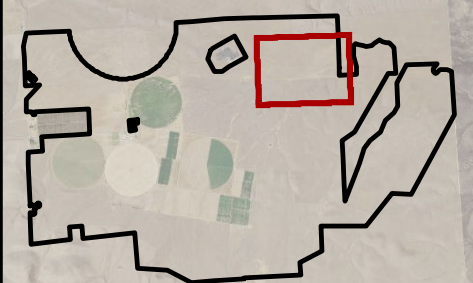
BENTON AND YAKIMA COUNTIES, WA

-  Project Area
-  Solar Array
-  Inverters
-  Access Roads
-  Security Fence
-  Collection Lines (Underground)
-  Transmission Line (Overhead)
-  O&M Facility
-  Project Substation
-  Boring Location
-  Ephemeral Stream
-  Stream Buffer
-  FEMA 1% Annual Chance Flood Hazard Area

INNERGEX

TETRA TECH

Reference Map

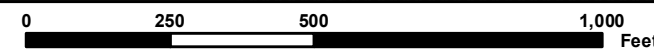


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













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Wautoma Solar

Figure 5 Boring Location 2

BENTON AND YAKIMA COUNTIES, WA

-  Project Area
-  Solar Array
-  Inverters
-  Access Roads
-  Security Fence
-  Collection Lines (Underground)
-  Transmission Line (Overhead)
-  O&M Facility
-  Project Substation
-  Boring Location
-  Ephemeral Stream
-  Stream Buffer
-  FEMA 1% Annual Chance Flood Hazard Area

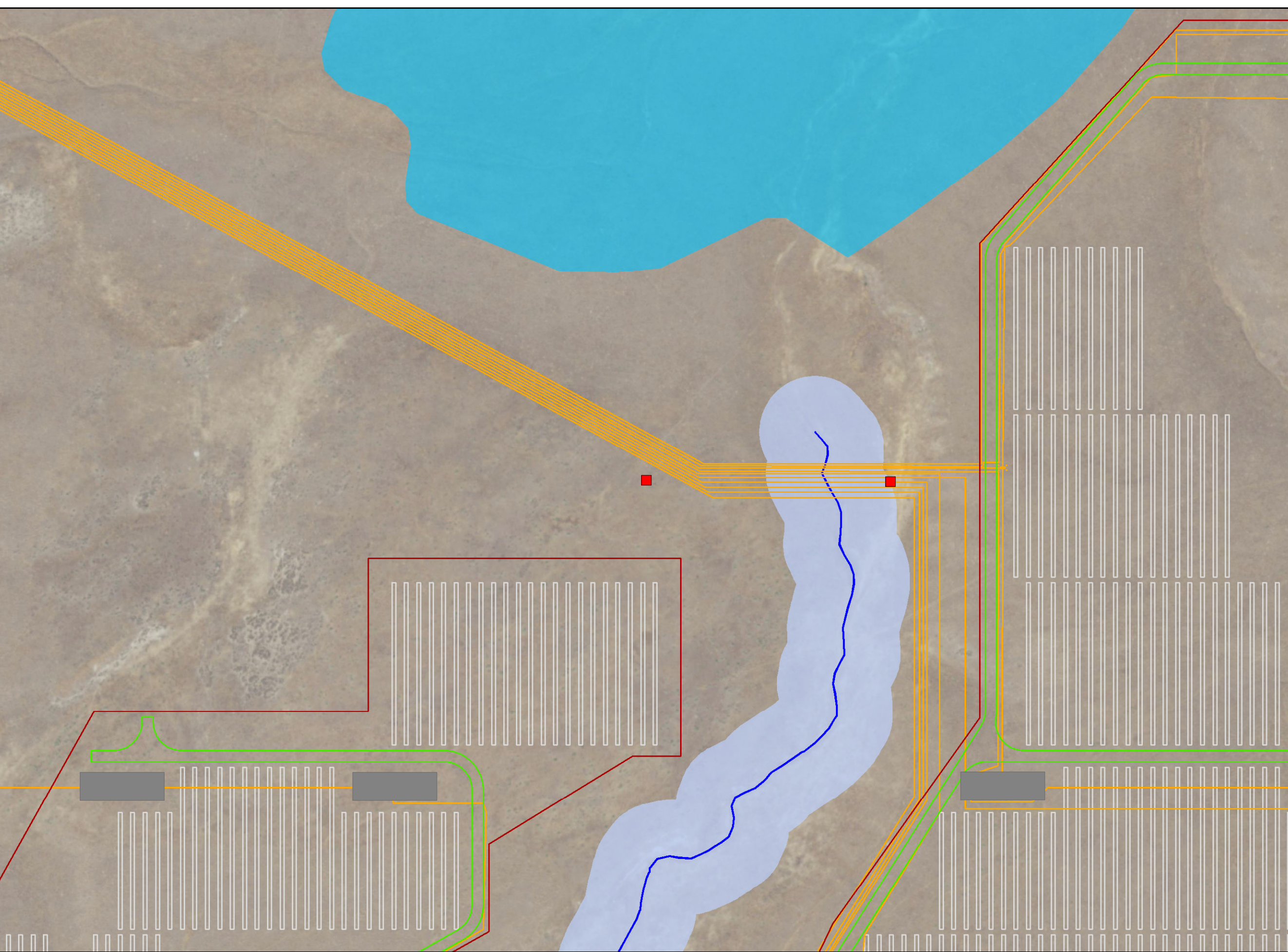
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Reference Map















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Wautoma Solar

Figure 6 Boring Location 3

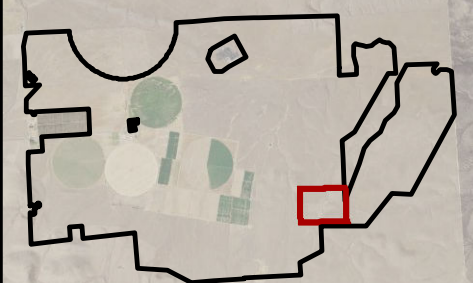
BENTON AND YAKIMA COUNTIES, WA

-  Project Area
-  Solar Array
-  Inverters
-  Access Roads
-  Security Fence
-  Collection Lines (Underground)
-  Transmission Line (Overhead)
-  O&M Facility
-  Project Substation
-  Boring Location
-  Ephemeral Stream
-  Stream Buffer

INNERGEX

TETRA TECH

Reference Map



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










0 100 200 400 Feet

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Wautoma Solar

Figure 7 Boring Location 4

BENTON AND YAKIMA COUNTIES, WA

-  Project Area
-  Solar Array
-  Inverters
-  Access Roads
-  Security Fence
-  Collection Lines (Underground)
-  Transmission Line (Overhead)
-  O&M Facility
-  Project Substation
-  Boring Location
-  Ephemeral Stream
-  Stream Buffer

INNERGEX

TETRA TECH

Reference Map

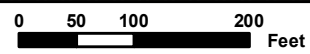


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





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Wautoma Solar

Figure 8 Permanent Road Widening Adjacent to Ephemeral Waterways

BENTON AND YAKIMA COUNTIES, WA

-  Project Area
-  Solar Array
-  Inverters
-  Access Roads
-  Security Fence
-  Collection Lines (Underground)
-  Area of Permanent and Temporary Improvement
-  Ephemeral Stream
-  Stream Buffer
-  County Boundary

INNERGEX

TETRA TECH

Reference Map



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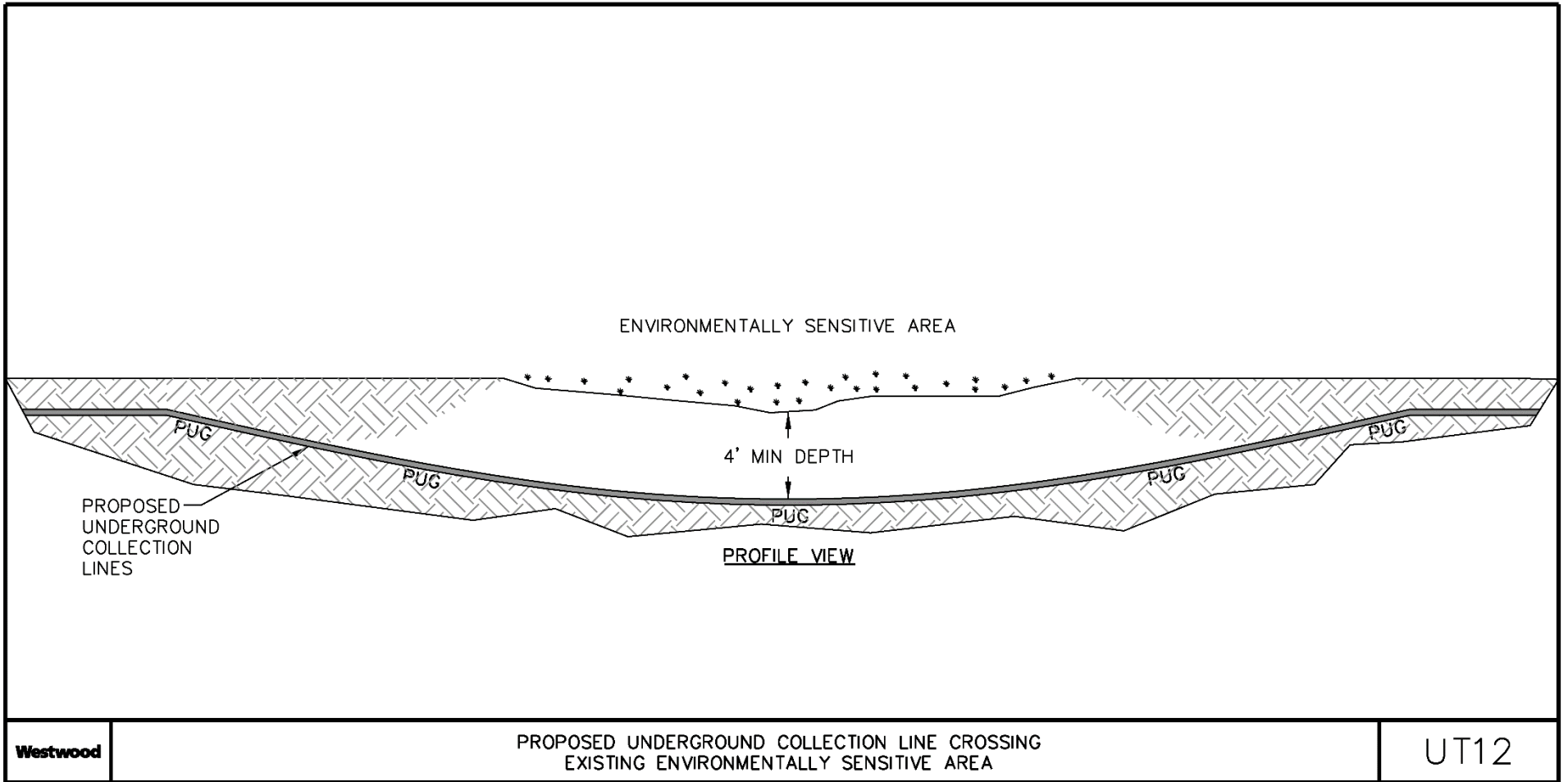


Figure 9. Collection Line Boring Schematic

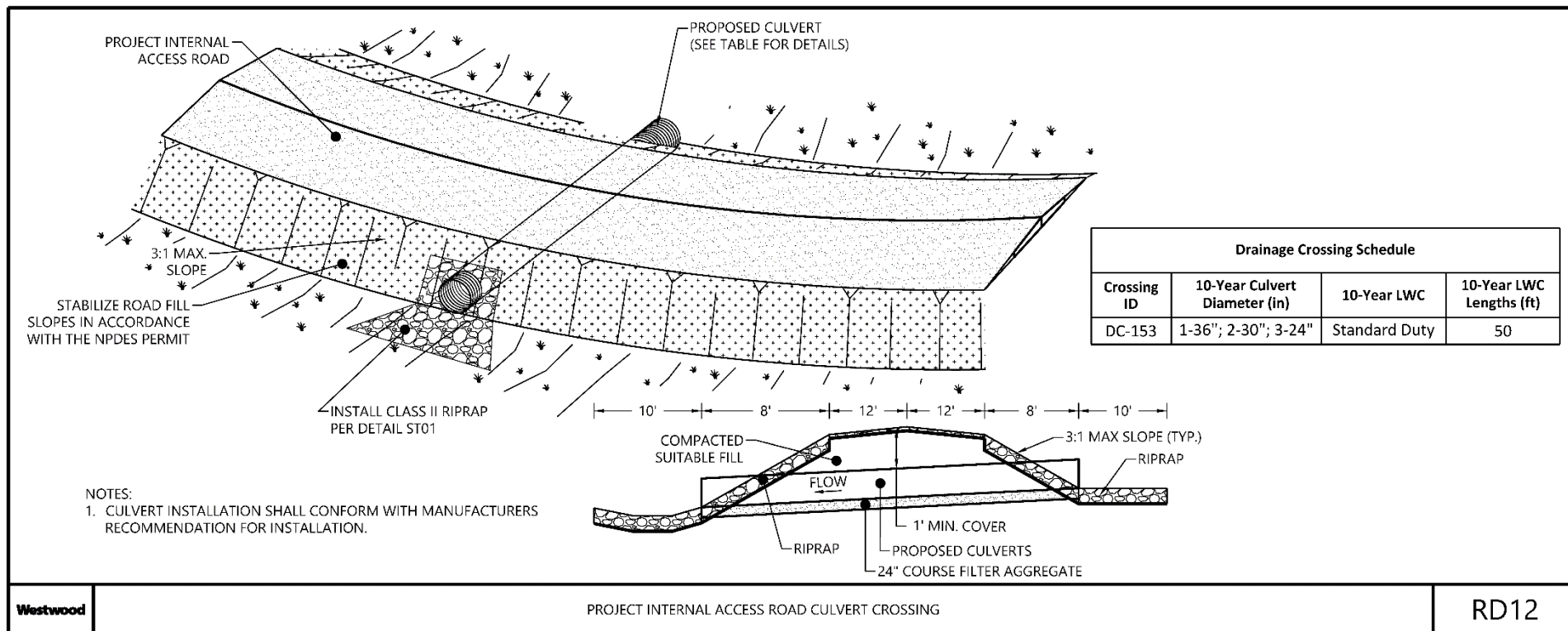


Figure 10. Access Road Crossing Schematic

After Recording Return to:

Innergex Renewable Development USA, LLC
c/o Innergex Renewable Energy Inc.
1100-888 Dunsmuir St.
Vancouver, B.C. Canada
V6C 3K4
Attn: General Counsel

MEMORANDUM OF SOLAR ENERGY LEASE

GRANTOR/OWNER: HIGH VALLEY LAND, LLC, a Washington limited liability company

GRANTEE/LESSEE: INNERGEX RENEWABLE DEVELOPMENT USA, LLC, a Delaware limited liability company

Legal Description:

Abbreviated Form: E ½ of SW ¼, Sec. 22, Twp. 12N Range 24E, W.M.
NW ¼, Sec. 22, Twp. 12N, Range 24E, W.M.
W ½ of SW ¼, Sec. 22, Twp. 12N Range 24E, W.M.
Sec. 27, Twp. 12N, Range 24E, W.M.

Additional Legal is on Exhibit A attached to document

Assessor's Tax Parcel ID No. 122243000001000; 122242000000000; 122243000002000; and
127240000000000

Reference Number(s) of Related Documents(s): N/A

MEMORANDUM OF SOLAR ENERGY LEASE

THIS MEMORANDUM OF SOLAR ENERGY LEASE (this "Memorandum") is being made this 24th day of January, 2022, but shall be effective as of the 24th day of January, 2022, by and between High Valley Land, LLC, a Washington limited liability company, having an address at 1221 Plateau Drive, Richland, Washington 99352-7338 ("Owner"), and INNERGEX RENEWABLE DEVELOPMENT USA, LLC, a Delaware limited liability company, having an address at c/o Innergex Renewable Energy Inc., Suite 1100 – 888 Dunsmuir St., Vancouver, B.C. V6C 3K4, Canada, Attn: Legal (together with its successors and assigns, "Lessee"), who agree as follows:

1. Lease Agreement: Owner and Lessee certify that they have entered into that certain Solar Energy Lease (the "Lease") with an effective date of January __, 2022 (the "Effective Date"), and hereby make specific reference to the terms, provisions, and conditions of the Lease as hereinafter set forth. Unless otherwise expressly provided herein, all capitalized terms used in this Memorandum shall have the same meanings ascribed to such terms in the Lease.

2. Premises: All that certain property containing approximately 1,120 acres of land described on Exhibit "A" attached hereto and made a part hereof, together with all surface rights and air space rights above, over, and across such land. The exact portion of the Premises to be leased by Lessee for the siting of the Generating Facility (the "Site") shall be determined prior to the end of the Development Term (as defined below), based on the results of a survey to be obtained by Lessee during the Development Term.

3. Development Term: The period commencing on the Effective Date and ending on the earlier of (i) the fifth (5th) anniversary of the Effective Date, or (ii) the date Lessee begins the initial construction (the "Construction State Date") of a solar energy generating facility (the "Generating Facility") on the Premises; provided however, that Lessee shall have the option to extend the Development Term for one (1) period of one (1) year, subject to the terms and conditions set forth in the Lease.

4. Construction Term: The period commencing on the Construction Start Date and ending on the first (1st) day the Generating Facility generates, sells, and delivers electricity in commercial quantities (i.e., excluding test runs of the facilities) to a purchaser, including but not limited to a utility or cooperative, subject to the terms and conditions set forth in the Lease (the "Commercial Operation Date").

5. Lease Term: The period commencing on the Commercial Operation Date and expiring on the thirtieth (30th) anniversary of the Commercial Operation Date (the "Initial Lease Term"); provided, however, that Lessee, at its option, shall have the right to extend the term of

the Lease for two additional periods of ten (10) years each (each, an "Extension Term"), commencing on the expiration of the Initial Lease Term, or the expiration of the first Extension Term, as applicable. The Development Term, Construction Term, and Lease Term shall hereafter be collectively referred to as the "Term."

6. Automatic Termination: If construction of the Generating Facility Assets on the Premises has not started before the expiration of the Development Term, the Lease shall terminate and be of no further force or effect except for obligations set forth therein that expressly survive such termination, without any further action being necessary on the part of Owner or Lessee.

7. Use of the Premises:

A. During the Term, Lessee has the right to use the Premises to conduct studies of, without limitation, solar radiation, solar energy, and soils, and collect other meteorological, archaeological, biological, hydrological, and geotechnical data, for surveys, and for installation, construction, operation, maintenance, repair, improvement, replacement, and removal of the Generating Facility and uses incidental thereto (the "Permitted Use"), and for no other business or purpose. During the Construction Term and Lease Term, Lessee shall have exclusive possession of the Site and shall have the sole and exclusive right to use the Site for solar operations and to convert all of the solar resources of the Site for solar energy generation and purposes ancillary thereto. The Permitted Use includes, without limitation, the following:

(i) the exclusive easement and right to erect, construct, reconstruct, install, reinstall, replace, relocate, remove, operate, maintain and use the following from time to time, on, under, over, and across the Premises, in connection with the Generating Facility, whether such Generating Facility is located on the Premises or elsewhere on one or more solar energy projects (in such locations as Lessee shall determine from time to time in the exercise of its sole discretion after notice to Owner): (a) solar energy collection cells, panels, mirrors, lenses, combiner boxes, inverters, battery and energy storage facilities, and other related facilities necessary to harness and store sunlight for photovoltaic or solar thermal electric energy generation, including without limitation, fossil fuel-based boilers, heating, and power generation systems installed in connection with the foregoing facilities, existing and future technologies used or useful in connection with the generation of electricity from sunlight, and associated support structures, foundations, racking, braces, wiring, plumbing, and related equipment constructed on the Premises; (b) a line or lines of towers, with such wires and cables as from time to time are suspended therefrom, and above ground and/or underground wires and cables, for the transmission, distribution, and collection of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, cross-arms, and other appliances and fixtures for use in connection with said towers, wires, and cables; (c) facilities consisting of: (1) one or more substations for electrical collection, to step up the voltage, interconnect to transmission line or lines, and meter electricity, together with the right

to perform all other ancillary activities normally associated with such a facility as may be necessary or appropriate as determined by Lessee to service the Generating Facility, regardless where located, and regardless of whether required by any applicable law, governmental entity, transmission operator, or otherwise, and (2) an operations and maintenance building, equipment, and storage yard for purposes of performing operations and maintenance service on the Generating Facility, regardless of where located, together with the right to perform all other ancillary activities normally associated with such an operation, including the installation of a well to provide water to such operations and maintenance building; (d) any other improvements, including roads, fixtures, facilities, fences, gates, machinery, and equipment useful or appropriate to accomplish any of the foregoing (the facilities described in (a) through (d) shall also constitute "Generating Facility Assets"); and (e) with all necessary easements therefor;

(ii) an exclusive easement and right over and across the Premises and any adjacent property owned by Owner not included in the Site for any audio, visual, view, light, shadow, noise, vibration, electromagnetic, or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the Generating Facility;

(iii) an exclusive easement and right to capture, use, convert, and maintain the unobstructed solar resources over and across the Premises and any adjacent property owned by Owner not included in the Site; any obstruction to the receipt of and access to sunlight throughout the entire area of the Premises is prohibited;

(iv) an easement and right on the Premises and any other property of the Owner adjacent thereto to prevent measurable diminishment in output due to obstruction of the sunlight across the Premises including but not limited to an easement right to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Premises which might obstruct receipt of or access to sunlight throughout the Premises or interfere with or endanger the Generating Facility or Lessee's operations, as determined by Lessee;

(v) the easement and right of subjacent and lateral support on the Premises to whatever is necessary for the operation and maintenance of the Generating Facility, including, without limitation, guy wires and supports;

(vi) a non-exclusive easement for audio, visual, view, light, electromagnetic, electrical and radio frequency interference, and any other effects attributable or ancillary to the Generating Facility or Lessee's operations (such as transmission of radio waves or communication signals);

(vii) an easement and right over and across any adjacent property owned by Owner not included in the Premises (in such locations as Lessee shall determine from time to time in the exercise of its reasonable discretion after notice to Owner) for ingress and egress to and from the Premises (including, without limitation, to transmit electrical energy

from) and to connect the Premises and the Generating Facility Assets thereon to the Project; and

(viii) the easement and right to undertake any such purposes or other activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee determines are necessary, useful or appropriate to accomplish any of the purposes or uses set forth in this Memorandum or that are compatible with or related to such purposes or uses.

The easement rights granted by Owner under the Lease constitute **EASEMENTS IN GROSS**, personal to and for the benefit of Lessee, its successors and assigns, as owner and holder of such easements, and the parties expressly agree that such easement rights shall be transferable in accordance with the assignment provisions of the Lease. The parties expressly intend for all easement rights in the Lease to be, and for the Lease to create, **EASEMENTS IN GROSS** in Lessee, and neither such easements nor the Lease shall be appurtenant to any other property or interest.

B. Lessee shall have the right to construct structures on the Site Lessee determines are reasonably necessary, required, or useful in conjunction with the operation or maintenance of the Generating Facility or enabling the Generating Facility to be connected to an electricity distribution or transmission network.

C. If any portion of the Premises is designated as Mineral Holdouts (as defined in the Lease), then, notwithstanding anything to the contrary herein or in the Lease, Lessee may utilize such Mineral Holdouts as a construction lay-down area during the Construction Term and Lease Term if such area is not then being used for mineral development. Lessee and Owner shall cooperate with each other to provide reasonable accommodation for any holders of mineral rights to access and utilize the Mineral Holdouts space, provided that such activity does not interfere in any respect with the Permitted Use.

D. Lessee shall have the sole and exclusive right to collect and convert all of the solar resources of, and to conduct its operations on, the Premises. Owner shall not grant any rights in the Premises purporting to permit others to conduct operations on the Premises in derogation of Lessee's sole and exclusive rights. Without the prior written consent of Lessee, Owner shall not (i) waive any right available to Owner or grant any right or privilege subject to the consent of Owner by law or contract, including without limitation any environmental regulation, land use ordinance, or zoning regulation, with respect to setback requirements, noise limitations, or other restrictions and conditions respecting the placement or use of the Generating Facility and other equipment ancillary to the Project (as defined in the Lease) on parcels adjacent to or in the vicinity of the Premises, or (ii) grant, confirm, acknowledge, recognize, or acquiesce in any right claimed by any other Person to conduct operations on the Premises whether arising in judicial proceedings or otherwise, and Owner agrees to give Lessee notice of any such claims or proceeding with respect to such claims and to cooperate with Lessee in resisting and disputing such claims.

8. Ownership:

A. Owner acknowledges and agrees that Lessee or its affiliate, successor, or assignee is the exclusive owner and operator of the Generating Facility, Owner has no rights to the Generating Facility or any part of it (notwithstanding that the Generating Facility or any of the Generating Facility Assets may be deemed improvements or fixtures on the Site), and Owner may not sell, lease, assign, mortgage, pledge, or otherwise alienate or encumber the Generating Facility or any interest therein or the leasehold rights to the Site, whether with the fee interest or any other rights to the Site otherwise held by Owner.

B. Owner agrees and acknowledges that the Generating Facility and all Generating Facility Assets shall remain the property of Lessee, and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered improvements, fixtures or attachments to real property under applicable laws. Owner shall have no ownership, lien, security interest, or other interest in any part of the Generating Facility, the Generating Facility Assets, or any profits or proceeds derived therefrom. Owner hereby waives all rights or claims (whether under statutory law, common law, or otherwise) that it may have in or otherwise with respect to the Generating Facility and the Generating Facility Assets, including, without limitation, any Owner's lien or other encumbrance on any property of Lessee.

C. Owner acknowledges that Lessee (or, as applicable, its affiliate(s), successor(s), or assignee(s)) is the exclusive owner of all (i) energy generated by the Generating Facility and (ii) Environmental Attributes and Environmental Incentives of the Generating Facility (as such terms are defined in the Lease).

D. Notwithstanding the exclusive nature of the Lease, but without limiting any of Lessee's obligations under the Lease, nothing expressly stated or implied in the Lease or represented to Owner shall be construed as requiring Lessee to: (i) undertake construction, installation or operation of all or any portion of the Project on the Premises or elsewhere; (ii) generate or sell any minimum or maximum amount of energy from the Site or any other portion of the Premises; (iii) continue operations of all or any portion of the Project from time to time located on the Site or elsewhere; or (iv) prohibit Lessee from removing all or any portion of the Project from the Premises.

9. No Interference: Lessee shall peaceably, quietly, and exclusively hold and enjoy the Premises from and after the Effective Date and continuing until the expiration or earlier termination of the Lease, without hindrance from Owner or those claiming title or possession by, through or under Owner, subject to the Existing Rights (as defined in the Lease) and the performance by Lessee of all of the terms and conditions of the Lease to be performed by Lessee. Owner will not interfere with the passage of solar radiation onto the Premises during the Lease Term or take any action that would interfere with such passage while the Project is

in operation. Owner shall not conduct any activity, or grant any rights to any third party, whether on the Premises or elsewhere, that would interfere in any way with or materially increase the cost of Lessee's use of the Premises or exercise of any of the rights granted under the Lease, including for greater certainty the planting of trees, unmaintained growth of foliage, construction of any improvement, structure, impediment, wall, fence, or other object on the Premises or other adjacent real property that could adversely affect the passage of solar radiation onto the Site.

10. Ownership and Use by Owner of Mineral Rights. The parties agree that Owner shall retain all mineral rights and water rights in connection with the Site owned by Owner as of the Effective Date (the "Mineral Rights") with the limitation during the Term that Owner expressly releases and waives, on behalf of itself and its successors and assigns, all rights of ingress and egress to enter upon the surface of the Site (other than the Mineral Holdouts), and the area located between the surface and one thousand (1,000) feet beneath the surface of the Site for purposes of exploring for, developing, drilling, producing, transporting, or any other purposes incident to the development or production of oil, gas, or other minerals. The foregoing provision shall be a covenant running with the land binding upon any party owning any interest in, or rights to develop or use the Mineral Rights, and all future owners and lessees of any such rights, titles, or interests in or to the Mineral Rights, shall be subject to and burdened by the foregoing waiver of rights and automatically be deemed to include a contractual waiver by the lessee, assignee, or grantee, as applicable. However, nothing herein contained shall be construed to prevent Owner, its successors and assigns, from obtaining oil, gas and other minerals by directional drilling under the Site from well sites located on the Mineral Holdouts or tracts other than the Site, so long as such directional drilling is located at a minimum depth of one thousand (1,000) feet below the surface of the Site.

11. Use of Water by Lessee. During the Term Lessee shall be entitled to use all available water on or extracted from the Premises as Lessee deems necessary to conduct its operations. Lessee may drill, dig, and/or excavate one or more wells on the Premises, and extract water therefrom, for the purposes of servicing, construction, operating, and maintaining the Project, including purposes ancillary thereto such as dust mitigation.

12. Termination by Lessee. Lessee may, at any time without any prior notice and from time to time during the Term of the Lease, release all or any portion of its right, title and interest in the Lease (as to all or any portion or portions of the Premises) by executing and causing to be acknowledged and recorded in the Recorder's Office, a release describing with particularity the portion of such rights, title or interest so released and the part of the Premises to which it applies. For greater certainty, if Lessee releases any portion of the Premises, Lessee shall provide Owner with reasonable access to such unused portion. Such release shall become effective and shall be deemed delivered to and accepted by Owner upon such recordation. Upon any such release by Lessee, the parties' respective rights and obligations under the Lease shall cease as to the portion of the Premises or the right, title or interest herein as to which such release applies, but the Lease and the parties' respective rights and obligations hereunder shall

remain in full force and effect as to any portions of the Premises and any right, title and interest of Lessee not so released. Upon any surrender, termination or expiration of the Term (whether before or after the Commercial Operation Date), Lessee shall promptly record an amendment to, or termination of, this Memorandum and shall, within one (1) year, restore the surrendered or terminated portions of the Premises substantially to their original condition that existed as of the Effective Date.

13. Liens: Owner represents that Owner has not granted, and agrees that Owner will not grant, any mortgages, deeds of trust, voluntary liens, security interests or any other encumbrance encumbering all or any portion of the Premises, other than as set forth on Exhibit "D" to the Lease or shown of record in the Recorder's Office of Benton County, Washington. Owner agrees to execute all documents reasonably requested by Lessee as are determined by Lessee to be necessary or appropriate to allow Lessee to enjoy the Premises without material interference.

14. Right of Purchase or Refusal. Lessee does not have any right of purchase of or refusal on the Premises or any part thereof.

15. Division into Separate Leases. Owner acknowledges that the Premises may be used for multiple Projects and may be developed into multiple projects or phases. If Lessee elects to divide the Premises into multiple Projects, Owner shall, within ten (10) days after written request from Lessee, and without demanding any additional consideration, subdivide the Lease into separate leases apportioning the Owner's and Lessee's obligations and rights among the subdivided Premises by entering into and delivering to Lessee one or more subdivided leases (which shall supersede and replace the Lease) that provide Lessee with separate Leasehold Estates (as defined below) in different portions of the Premises, as designated by Lessee. Each of such subdivided leases shall: (a) specify the portion(s) of the Premises to be covered thereby, (b) contain the same terms and conditions as the Lease (except for any requirements that have been fulfilled by Lessee prior to the execution of such subdivided leases, and except for any modifications that may be required to ensure that each party's combined obligations under such subdivided leases do not exceed such party's obligations under the Lease) and be in a form reasonably acceptable to Lessee; (c) be for a term equal to the remaining Term; and (d) enjoy the same priority as the Lease over any lien, encumbrance or other interest created by Owner. Further, notwithstanding any other provision of the Lease, in the event of any uncured default under any such subdivided lease, such default shall not affect, or cause a termination of, any other such subdivided lease or any rights or interests granted under any other such subdivided lease.

16. New Lease to Lender. If the Lease or a sublease (a) terminates because of Lessee's uncured Event of Default or (b) is rejected or disaffirmed pursuant to bankruptcy law or any other law affecting creditors' rights, then, so long as a Lender holding a mortgage on Lessee's interest in the Premises has cured any such monetary Event of Default and is making commercially reasonable efforts to cure any such non-monetary Event of Default as provided

herein, Owner shall, upon written request from such Lender received within forty-five (45) days after any such event, without demanding additional consideration therefor, enter into a new lease in favor of such Lender, which new lease shall (i) contain the same terms as the Lease (except for any requirements that have been fulfilled by Lessee prior to such termination, foreclosure, rejection or disaffirmance hereinafter referred to as a "Terminating Event"), (ii) be for a term commencing on the date of such Terminating Event, and continuing for the remaining Term of the Lease before giving effect to such Terminating Event, (iii) contain a lease of the Premises or such portion thereof as to which such Lender held a Lender's Lien on the date of such Terminating Event, (iv) contain a grant to the Lender of access, transmission, communications, utility, and other rights covering such portion or portions of the Premises to the same extent as set forth in the Lease as such Lender may reasonably designate, and (v) enjoy the same priority as the Lease over any lien, encumbrance, or other interest created by Owner; and, until such time as such new lease is executed and delivered, such Lender may use the Premises and conduct operations thereon as if the Lease were still in effect. At the option of such Lender, the new lease may be executed by a designee of such Lender, without such Lender assuming the burdens and obligations of Lessee thereunder.

17. Transfer of the Premises. Nothing in the Lease shall be construed to be a limitation or prohibition of any type against Owner's right or freedom to devise, convey, gift, assign, transfer and/or sell Owner's title to the Premises (but in no event shall Lessee be obligated to recognize the severance of any solar rights from the Premises except to the extent such severance is supported by applicable Washington law). Owner agrees to provide at least thirty (30) days' prior written notice to Lessee at the address specified herein of any such devise, conveyance, gift, assignment, transfer or sale (an "Owner Transfer"), and in the event of an Owner Transfer of less than all of the Premises, Lessee shall have the right to require all parties owning fee title to deliver a written agreement setting forth the manner in which payments under the Lease are to be made among such parties, and in the event such parties do not agree, Lessee shall have no liability to any party for such payments so long as Lessee either (a) makes such payments into an escrow account or an account maintained by a court with jurisdiction over the Premises in connection with such payments or (b) makes such payments to the parties Lessee reasonably determines in good faith are entitled to such payments based on the information provided to Lessee. Until such notice of an Owner Transfer is received by Lessee, Lessee shall have no duty to any successor owner, and Lessee shall not be in default under the Lease if it continues to make all payments to the original Owner before such notice of an Owner Transfer is received. The rights and obligations contained in the Lease shall run with the land for the duration of the Lease and shall be binding upon and shall inure to the benefit of Owner and Lessee and their respective successors, assigns, and heirs.

18. Interpretation; Conflicts: This Memorandum contains only selected provisions of the Lease, and reference is made to the full text of the Lease for the full terms and conditions. This Memorandum shall in no way alter, amend, modify, change, supersede or be used to interpret the Lease in any respect. This Memorandum is executed by the parties solely for the purpose of recordation in the Recorder's Office of Yakima/Benton County,

Washington, and it is the intent of the parties that it shall give notice to and confirm the Lease to the same extent as if all of the provisions of the Lease were fully set forth herein. The Lease is hereby incorporated by reference into this Memorandum, and the parties hereby ratify and confirm all of the provisions of the Lease. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. A copy of the Lease is on file with Owner and Lessee and information regarding the Lease may be obtained from either Owner or Lessee at its address noted in the recitals to this Memorandum.

19. Governing Law: This Memorandum shall be construed in accordance with the laws of the State of Washington.

20. Counterparts: This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

[signature pages follow]

IN WITNESS WHEREOF, this Memorandum is effective as of the date first written above.

OWNER:

HIGH VALLEY LAND, LLC

By: *Richard Nall*

Name: Richard Nall

Title: Managing Member

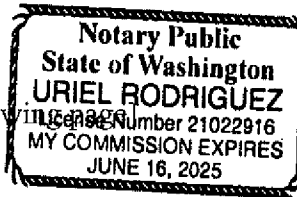
STATE OF WASHINGTON)
) SS.
COUNTY OF Benton)

This record was acknowledged before me on 2-02-22 by Richard Nall, as Managing Member of High Valley Land, LLC, a Washington limited liability company.

Uriel Rodriguez
Notary Public in and for the State of Washington

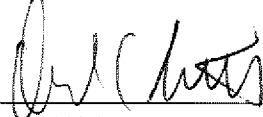
My Commission Expires: June 16, 2025

[signatures continue on following page]



LESSEE:

**INNERGEX RENEWABLE DEVELOPMENT
USA, LLC**
a Delaware limited liability company

By: 
Name: David Little
Title: Vice President & Managing Director - USA

 OF
COUNTY OF

)
) SS.
)

The foregoing instrument was acknowledged before me this day of , 20 , by , as of Innergex Renewable Development USA, LLC, a Delaware limited liability company, on behalf of such company.

Notary Public in and for the State of

My Commission Expires:

SEE ATTACHED CALIFORNIA ACKNOWLEDGMENT

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Diego

On 1/24/2022 before me, RITA CANNAVA, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared David Little
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

TRACT ONE: The East Half of the Southwest Quarter of Section 22, Township 12 North, Range 24 E.W.M., records of Benton County, Washington.

Approximately 80 acres total.

Auditor's Parcel Number: 122243000001000.

TRACT TWO: The Northwest Quarter of Section 22, Township 12 North, Range 24 E.W.M., records of Benton County, Washington.

Approximately 160 acres total.

Auditor's Parcel Number: 122242000000000.

TRACT THREE: The West Half of the Southwest Quarter of Section 22, Township 12 North, Range 24 E.W.M., records of Benton County, Washington.

Approximately 80 acres total.

Auditor's Parcel Number: 122243000002000.

TRACT FOUR: All of Section 27, Township 12 North, Range 24 E.W.M., records of Benton County, Washington.

Approximately 640 acres total.

Auditor's Parcel Number: 127240000000000.

TRACT FOUR: The Southeast Quarter of Section 22, Township 12 North, Range 24, East W.M., records of Benton County, Washington.

Approximately 160 acres total.

Auditor's Parcel Number: TBD, formerly a portion of 122241000000000.



After Recording Return to:

Innergex Renewable Development USA, LLC
4660 La Jolla Village Drive
Suite 680
San Diego, CA 92122
Attn: Landowner Relations

MEMORANDUM OF SOLAR ENERGY LEASE

GRANTOR/OWNER: Jean Emile Robert

GRANTEE/LESSEE: Innergex Renewable Development USA, LLC, a Delaware Limited Liability Company

Legal Description:

Abbreviated Form: NE ¼ Sec 29, T12E, R24 EWM

Additional Legal is on Exhibit A attached to document

Assessor's Tax Parcel ID No. 1-2924-100-0000-000

MEMORANDUM OF SOLAR ENERGY LEASE

THIS MEMORANDUM OF SOLAR ENERGY LEASE (this "Memorandum") is being made this ____ day of June, 2020, but shall be effective as of the ____ day of June, 2020, by and between Jean Emile Robert having an address at 1521 Wautoma Road, Sunnyside, WA 98944 ("Owner"), and INNERGEX RENEWABLE DEVELOPMENT USA, LLC, a Delaware limited liability company, having an address at c/o Innergex Renewable Energy Inc., Suite 1100 – 888 Dunsmuir St., Vancouver, B.C. V6C 3K4, Canada, Attn: Legal (together with its successors and assigns, "Lessee"), who agree as follows:

1. Lease Agreement: Owner and Lessee certify that they have entered into that certain Solar Energy Lease (the "Lease") with an effective date of June _____, 2020 (the "Effective Date"), and hereby make specific reference to the terms, provisions, and conditions of the Lease as hereinafter set forth. Unless otherwise expressly provided herein, all capitalized terms used in this Memorandum shall have the same meanings ascribed to such terms in the Lease.

2. Premises: All that certain property containing approximately 160 acres of land described on Exhibit "A" attached hereto and made a part hereof, together with all surface rights and air space rights above, over, and across such land. The exact portion of the Premises to be leased by Lessee for the siting of the Generating Facility (the "Site") shall be determined prior to the end of the Development Term (as defined below), based on the results of a survey to be obtained by Lessee during the Development Term.

3. Development Term: The period commencing on the Effective Date and ending on the earlier of (i) the third (3rd) anniversary of the Effective Date, or (ii) the date Lessee begins the initial construction of Generating Facility Assets on the Premises (the "Construction Start Date"); provided however, that Lessee shall have the option to extend the Development Term for two (2) periods of one (1) year each, subject to the terms and conditions set forth in the Lease.

4. Construction Term: The period commencing on the Construction Start Date and ending on the first (1st) day the Project generates, sells, and delivers electricity in commercial quantities (i.e., excluding test runs of the facilities) to a purchaser, including but not limited to a utility or cooperative, subject to the terms and conditions set forth in the Lease (the "Commercial Operation Date").

5. Lease Term: The period commencing on the Commercial Operation Date and expiring on the thirtieth (30th) anniversary of the Commercial Operation Date (the "Initial Lease Term"); provided, however, that Lessee, at its option, shall have the right to extend the term of the Lease for two additional periods of ten (10) years each (each, an "Extension Term"),

commencing on the expiration of the Initial Lease Term, or the expiration of the first Extension Term, as applicable. The Development Term, Construction Term, and Lease Term shall hereafter be collectively referred to as the "Term."

6. Automatic Termination: If construction of the Generating Facility Assets on the Premises has not started before the expiration of the Development Term, the Lease shall terminate and be of no further force or effect except for obligations set forth therein that expressly survive such termination, without any further action being necessary on the part of Owner or Lessee.

7. Use of the Premises:

A. During the Term, Lessee has the right to use the Premises to conduct studies of, without limitation, solar radiation, solar energy, and soils, and collect other meteorological, archaeological, biological, hydrological, and geotechnical data, for surveys, and for installation, construction, operation, maintenance, repair, improvement, replacement, and removal of the Generating Facility and uses incidental thereto (the "Permitted Use"), and for no other business or purpose. During the Construction Term and Lease Term, Lessee shall have exclusive possession of the Site and shall have the sole and exclusive right to use the Site for solar operations and to convert all of the solar resources of the Site for solar energy generation and purposes ancillary thereto. The Permitted Use includes, without limitation, the following:

(i) the exclusive easement and right to erect, construct, reconstruct, install, reinstall, replace, relocate, remove, operate, maintain and use the following from time to time, on, under, over, and across the Premises, in connection with the Generating Facility, whether such Generating Facility is located on the Premises or elsewhere on one or more solar energy projects (in such locations as Lessee shall determine from time to time in the exercise of its sole discretion after notice to Owner): (a) solar energy collection cells, panels, mirrors, lenses, combiner boxes, inverters, battery and energy storage facilities, and other related facilities necessary to harness and store sunlight for photovoltaic or solar thermal electric energy generation, including without limitation, fossil fuel-based boilers, heating, and power generation systems installed in connection with the foregoing facilities, existing and future technologies used or useful in connection with the generation of electricity from sunlight, and associated support structures, foundations, racking, braces, wiring, plumbing, and related equipment constructed on the Premises; (b) a line or lines of towers, with such wires and cables as from time to time are suspended therefrom, and above ground and/or underground wires and cables, for the transmission, distribution, and collection of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, cross-arms, and other appliances and fixtures for use in connection with said towers, wires, and cables; (c) facilities consisting of: (1) one or more substations for electrical collection, to step up the voltage, interconnect to transmission line or lines, and meter electricity, together with the right to perform all other ancillary activities normally associated with such a facility as may be

necessary or appropriate as determined by Lessee to service the Generating Facility, regardless where located, and regardless of whether required by any applicable law, governmental entity, transmission operator, or otherwise, and (2) an operations and maintenance building, equipment, and storage yard for purposes of performing operations and maintenance service on the Generating Facility, regardless of where located, together with the right to perform all other ancillary activities normally associated with such an operation, including the installation of a well to provide water to such operations and maintenance building; (d) any other improvements, including roads, fixtures, facilities, fences, gates, machinery, and equipment useful or appropriate to accomplish any of the foregoing (the facilities described in (a) through (d) shall also constitute "Generating Facility Assets"); and (e) with all necessary easements therefor;

(ii) an exclusive easement and right over and across the Premises and any adjacent property owned by Owner not included in the Site for any audio, visual, view, light, shadow, noise, vibration, electromagnetic, or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the Generating Facility;

(iii) an exclusive easement and right to capture, use, and convert the unobstructed solar resources over and across the Premises and any adjacent property owned by Owner not included in the Site; any obstruction to the receipt of and access to sunlight throughout the entire area of the Premises is prohibited;

(iv) an easement and right on the Premises to prevent measurable diminishment in output due to obstruction of the sunlight across the Premises including but not limited to an easement right to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Premises which might obstruct receipt of or access to sunlight throughout the Premises or interfere with or endanger the Generating Facility or Lessee's operations, as determined by Lessee;

(v) the easement and right of subjacent and lateral support on the Premises to whatever is necessary for the operation and maintenance of the Generating Facility, including, without limitation, guy wires and supports;

(vi) a non-exclusive easement for audio, visual, view, light, electromagnetic, electrical and radio frequency interference, and any other effects attributable or ancillary to the Generating Facility or Lessee's operations (such as transmission of radio waves or communication signals); and

(vii) the easement and right to undertake any such purposes or other activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee determines are necessary, useful or appropriate to accomplish any of the purposes or uses set forth in the Lease or that are compatible with or related to such purposes or uses.

The easement rights granted by Owner under the Lease constitute **EASEMENTS IN GROSS**, personal to and for the benefit of Lessee, its successors and assigns, as owner and holder of such easements, and the parties expressly agree that such easement rights shall be transferable in accordance with the assignment provisions of the Lease. The parties expressly intend for all easement rights in the Lease to be, and for the Lease to create, **EASEMENTS IN GROSS** in Lessee, and neither such easements nor the Lease shall be appurtenant to any other property or interest.

B. Lessee shall have the right to construct structures on the Site Lessee determines are reasonably necessary, required, or useful in conjunction with the operation or maintenance of the Generating Facility or enabling the Generating Facility to be connected to an electricity distribution or transmission network.

C. If any portion of the Premises is designated as Mineral Holdouts (as defined in the Lease), then, notwithstanding anything to the contrary herein or in the Lease, Lessee may utilize such Mineral Holdouts as a construction lay-down area during the Construction Term and Lease Term if such area is not then being used for mineral development. Lessee and Owner shall cooperate with each other to provide reasonable accommodation for any holders of mineral rights to access and utilize the Mineral Holdouts space, provided that such activity does not interfere in any respect with the Permitted Use.

D. Lessee shall have the sole and exclusive right to collect and convert all of the solar resources of, and to conduct its operations on, the Premises. Owner shall not grant any rights in the Premises purporting to permit others to conduct operations on the Premises in derogation of Lessee's sole and exclusive rights. Without the prior written consent of Lessee, Owner shall not (i) waive any right available to Owner or grant any right or privilege subject to the consent of Owner by law or contract, including without limitation any environmental regulation, land use ordinance, or zoning regulation, with respect to setback requirements, noise limitations, or other restrictions and conditions respecting the placement or use of the Generating Facility and other equipment ancillary to the Project (as defined in the Lease) on parcels adjacent to or in the vicinity of the Premises, or (ii) grant, confirm, acknowledge, recognize, or acquiesce in any right claimed by any other Person to conduct operations on the Premises whether arising in judicial proceedings or otherwise, and Owner agrees to give Lessee notice of any such claims or proceeding with respect to such claims and to cooperate with Lessee in resisting and disputing such claims.

8. Ownership:

A. Owner acknowledges and agrees that Lessee or its affiliate, successor, or assignee is the exclusive owner and operator of the Generating Facility, Owner has no rights to the Generating Facility or any part of it (notwithstanding that the Generating Facility or any of the Generating Facility Assets may be deemed improvements or fixtures on the Site), and

Owner may not sell, lease, assign, mortgage, pledge, or otherwise alienate or encumber (collectively, a "Transfer") the Generating Facility or any interest therein or the leasehold rights to the Site, whether with the fee interest or any other rights to the Site otherwise held by Owner. Owner shall give Lessee at least thirty (30) days' written notice prior to any Transfer of all or a portion of the Site identifying the transferee, the portion of Site to be transferred, and the proposed date of Transfer.

B. Owner agrees and acknowledges that the Generating Facility and all Generating Facility Assets shall remain the property of Lessee, and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered improvements, fixtures or attachments to real property under applicable laws. Owner shall have no ownership, lien, security interest, or other interest in any part of the Generating Facility, the Generating Facility Assets, or any profits or proceeds derived therefrom. Owner hereby waives all rights or claims (whether under statutory law, common law, or otherwise) that it may have in or otherwise with respect to the Generating Facility and the Generating Facility Assets, including, without limitation, any Owner's lien or other encumbrance on any property of Lessee.

C. Owner acknowledges that Lessee (or, as applicable, its affiliate(s), successor(s), or assignee(s)) is the exclusive owner of all (i) energy generated by the Generating Facility and (ii) Environmental Attributes and Environmental Incentives of the Generating Facility (as such terms are defined in the Lease).

D. Notwithstanding the exclusive nature of the Lease, but without limiting any of Lessee's obligations under the Lease, nothing expressly stated or implied in the Lease or represented to Owner shall be construed as requiring Lessee to: (i) undertake construction, installation or operation of all or any portion of the Project on the Premises or elsewhere; (ii) generate or sell any minimum or maximum amount of energy from the Site or any other portion of the Premises; (iii) continue operations of all or any portion of the Project from time to time located on the Site or elsewhere; or (iv) prohibit Lessee from removing all or any portion of the Project from the Premises.

9. No Interference: Lessee shall peaceably, quietly, and exclusively hold and enjoy the Premises from and after the Effective Date and continuing until the expiration or earlier termination of the Lease, without hindrance from Owner or those claiming title or possession by, through or under Owner, subject to the Existing Rights (as defined in the Lease) and the performance by Lessee of all of the terms and conditions of the Lease to be performed by Lessee. Owner will not interfere with the passage of solar radiation onto the Premises during the Lease Term or take any action that would interfere with such passage while the Project is in operation. Owner shall not conduct any activity, or grant any rights to any third party, whether on the Premises or elsewhere, that would interfere in any way with or materially increase the cost of Lessee's use of the Premises or exercise of any of the rights granted under the Lease, including for greater certainty the planting of trees, unmaintained growth of foliage,

construction of any improvement, structure, impediment, wall, fence, or other object on the Premises or other adjacent real property that could adversely affect the passage of solar radiation onto the Site.

10. Ownership and Use by Owner of Mineral Rights. The parties agree that Owner shall retain all mineral rights (the "Mineral Rights") and water rights in connection with the Site owned by Owner as of the Effective Date with the limitation during the Term that Owner expressly releases and waives, on behalf of itself and its successors and assigns, all rights of ingress and egress to enter upon the surface of the Site (other than the Mineral Holdouts), and the area located between the surface and one thousand (1,000) feet beneath the surface of the Site for purposes of exploring for, developing, drilling, producing, transporting, or any other purposes incident to the development or production of oil, gas, or other minerals. The foregoing provision shall be a covenant running with the land binding upon any party owning any interest in, or rights to develop or use the Mineral Rights, and all future owners and lessees of any such rights, titles, or interests in or to the Mineral Rights, shall be subject to and burdened by the foregoing waiver of rights and automatically be deemed to include a contractual waiver by the lessee, assignee, or grantee, as applicable. However, nothing herein contained shall be construed to prevent Owner, its successors and assigns, from obtaining oil, gas and other minerals by directional drilling under the Site from well sites located on the Mineral Holdouts or tracts other than the Site, so long as such directional drilling is located at a minimum depth of one thousand (1,000) feet below the surface of the Site.

11. Use of Water by Lessee. During the Term Lessee shall be entitled to use all available water on or extracted from the Premises as Lessee deems necessary to conduct its operations. Lessee may drill, dig, and/or excavate one or more wells on the Premises, and extract water therefrom, for the purposes of servicing, construction, operating, and maintaining the Project, including purposes ancillary thereto such as dust mitigation.

12. Termination by Lessee. In addition to Lessee's other termination rights set forth in the Lease, Lessee reserves the right to terminate the Lease at any time after the Commercial Operation Date upon not less than one (1) year's notice to Owner. Lessee further reserves the right to terminate the Lease as to any part of the Premises at any time after the Commercial Operation Date upon not less than one (1) year's notice to Owner. Notwithstanding the foregoing, prior to the Commercial Operation Date, Lessee may terminate the Lease at any time.

13. Liens: Owner represents that Owner has not granted, and agrees that Owner will not grant, any mortgages, deeds of trust, voluntary liens, security interests or any other encumbrance encumbering all or any portion of the Premises, other than as set forth on Exhibit "D" to the Lease or shown of record in the Recorder's Office of Yakima/Benton County, Washington. Owner agrees to execute all documents reasonably requested by Lessee as are determined by Lessee to be necessary or appropriate to allow Lessee to enjoy the Premises without material interference.

14. **Right of Purchase or Refusal.** Lessee does not have any right of purchase of or refusal on the Premises or any part thereof.

15. **Interpretation; Conflicts:** This Memorandum contains only selected provisions of the Lease, and reference is made to the full text of the Lease for the full terms and conditions. This Memorandum shall in no way alter, amend, modify, change, supersede or be used to interpret the Lease in any respect. This Memorandum is executed by the parties solely for the purpose of recordation in the Recorder's Office of Yakima/Benton County, Washington, and it is the intent of the parties that it shall give notice to and confirm the Lease to the same extent as if all of the provisions of the Lease were fully set forth herein. The Lease is hereby incorporated by reference into this Memorandum, and the parties hereby ratify and confirm all of the provisions of the Lease. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. A copy of the Lease is on file with Owner and Lessee and information regarding the Lease may be obtained from either Owner or Lessee at its address noted in the recitals to this Memorandum.

15. **Governing Law:** This Memorandum shall be construed in accordance with the laws of the State of Washington.

17. **Counterparts:** This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

[signature pages follow]

IN WITNESS WHEREOF, this Memorandum is effective as of the date first written above.

OWNER(S):

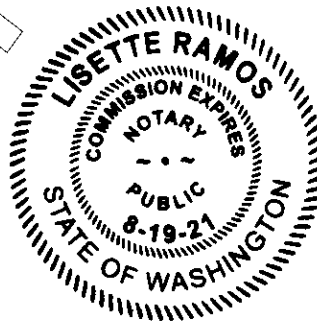
Jean Emile Robert
Jean Emile Robert

STATE OF WASHINGTON)
) SS.
COUNTY OF Yakima)

This record was acknowledged before me on June 23, 2020 by Jean Emile Robert.

Lisette Ramos
Notary Public in and for the State of Washington

My Commission Expires: 8/19/2021



[signatures continue on following page]

LESSEE:

**INNERGEX RENEWABLE DEVELOPMENT
USA, LLC**
a Delaware limited liability company

By: [Signature]
Name: Colleen Giroux-Schmidt
Title: Vice President, Corporate Relations

Province of British Columbia
City of Vancouver
COUNTY OF Vancouver

)
) SS.
)

The foregoing instrument was acknowledged before me this 18 day of June, 2020, by Colleen Giroux-Schmidt, as VP of Innergex Renewable Development USA, LLC, a Delaware limited liability company, on behalf of such company.

[Signature]
Notary Public in and for the State of British Columbia
Province

My Commission Expires: Does not expire.

ROBERT R. JUNG
Barrister & Solicitor
INNERGEX RENEWABLE ENERGY
888 DUNSMUIR STREET, SUITE 200
VANCOUVER, B.C. V6C 3K6
TEL: (604) 633-8880 FAX: (604) 633-8881

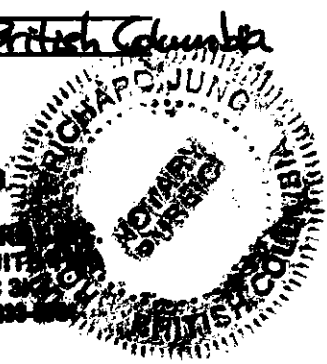


EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

NE Quarter of Section 29, Township 12 east, Range 24 EWM, situated in the County of Benton, Washington.

Approximately 160 acres total.

Auditor's Parcel Number: 1-2924-100-0000-000.

"Unofficial Copy"

After Recording Return to:

Innergex Renewable Development USA, LLC
4660 La Jolla Village Drive
Suite 680
San Diego, CA 92122
Attn: Landowner Relations

AMENDED MEMORANDUM OF ENERGY LEASE

GRANTOR/OWNER: Robert Ranch 5+1 LLC, a Washington limited liability company

GRANTEE/LESSEE: Innergex Renewable Development USA, LLC, a Delaware Limited Liability Company

Legal Description:

Abbreviated Form: SEC 33, T12N, R24 EWM

Additional Legal is on Exhibit A attached to document

Assessor's Tax Parcel ID No. 1-3324-000-0000-000

Reference Number(s) of Related Documents(s): 2021-008163

AMENDMENT TO THE MEMORANDUM OF SOLAR ENERGY LEASE

THIS AMENDMENT TO THE MEMORANDUM OF SOLAR ENERGY LEASE (this "Amendment") is being made this ____ day of _____, 2021, but shall be effective as of the ____ day of _____, 2021, by and between Robert Ranch 5 + 1 LLC, a Washington limited liability company having an address at 1521 Wautoma Rd, Sunnyside, WA, 98944-000 ("Owner"), and INNERGEX RENEWABLE DEVELOPMENT USA, LLC, a Delaware limited liability company, having an address at c/o Innergex Renewable Energy Inc., Suite 1100 – 888 Dunsmuir St., Vancouver, B.C. V6C 3K4, Canada, Attn: Legal (together with its successors and assigns, "Lessee"), who agree as follows:

RECITALS

- A. Owner and Lessee entered into that certain Memorandum of Lease dated as of June 16, 2020, filed of record in the Benton County official records as Auditor's File Number 2021-008163 (the "Memorandum of Lease") related to a Solar Energy Lease dated May 28, 2020 (the "Lease") (the Memorandum of Lease incorrectly noted the date of Lease as June 2020).
- B. Owner and Lessee desire to enter into this Amendment for purposes of adding certain real property to the Premises as described in the Memorandum of Lease to reflect an amendment to the Lease which expands the Premises subject to the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

MEMORANDUM

1. Additional Premises. The Premises as described in Exhibit "A" of the Memorandum of Lease is hereby amended to add and include that certain property containing approximately 640 acres of land described on Exhibit "A-1" attached hereto and made a part hereof, together with all surface and air space rights above, over, and across such land. Any reference to the approximate acreage of the Premises in the Memorandum of Lease is hereby amended to read 2,076 acres. For avoidance of doubt, this Amendment does not subtract any portion of the Premises as described in the Memorandum of Lease.
2. Other Terms and Conditions. Except as specifically amended herein, all of the terms and conditions of the Memorandum of Lease shall remain in full force and effect.

3. Definitions. All terms used herein, unless otherwise specified, shall have the meanings ascribed to them in the Memorandum of Lease.
4. Counterparts: This Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

[signature pages follow]

IN WITNESS WHEREOF, this Amendment is effective as of the date first written above.

OWNER(S):

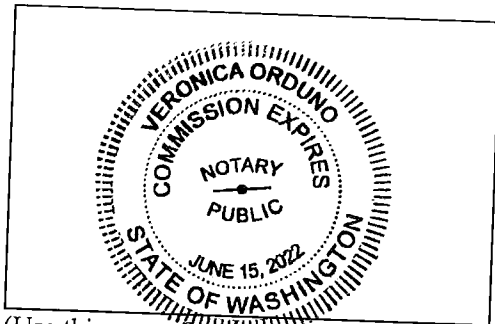
ROBERT RANCH 5 + 1 LLC,
a Washington limited liability company

By: ROBIN ROBERT
Name: Robin Robert
Title: MANAGER

ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF YAKIMA) ss.

This record was acknowledged before me on September 21, 2021 by Robin Robert
as Manager of Robert Ranch 5 + 1 LLC, a Washington limited liability company.



(Use this space for notarial stamp/seal)

Veronica Orduno
Notary Public
Print Name Veronica Orduno
My commission expires 6-15-2022

[signatures continue on following page]

LESSEE:

INNERGEX RENEWABLE DEVELOPMENT
USA, LLC
a Delaware limited liability company

By: [Signature]
Name: MATTIEN KENNEDY
Title: VP ENVIRONMENT

ACKNOWLEDGMENT

Province British Columbia
~~STATE~~ OF British Columbia)
City Vancouver) ss.
~~COUNTY~~ OF Vancouver)

This record was acknowledged before me on October 5, 2021 by Matt Kennedy,
as VP Environment of Innergex Renewable Development USA, LLC, a Delaware limited
liability company.

ROBERT R. JUNG
Barrister & Solicitor
INNERGEX RENEWABLE ENERGY INC.
888 DUNSMUIR STREET, SUITE 1100
VANCOUVER, B.C. V6C 3K4
TEL: (604) 633-9990 FAX: (604) 633-9991

[Signature]
Notary Public
Print Name Robert Jung
My commission expires Does not expire.

(Use this space for notarial stamp/seal)

EXHIBIT "A-1"

LEGAL DESCRIPTION OF ADDITIONAL PREMISES

TRACT FIVE:

ALL of Section 33, Township 12 North, Range 24, E.W.M., records of Benton County, Washington; Subject to patents, state or railroad deeds, buildings or use restrictions general to the area, zoning regulations, reserved oil and/or mineral rights, utility easements of record, rights of way or easements shown on the plat or visible by inspection, any future adjudication of surface water rights by appropriate federal and/or state proceeding, and any other easements, conditions, covenants, restrictions, agreements, reservations, and rights of way in use or of record, and liability for future assessments, if any. Approximately 640 acres total.

Auditor's Parcel Number: 1-3324-000-0000-000.



After Recording Return to:

Innergex Renewable Development USA, LLC
4660 La Jolla Village Drive
Suite 680
San Diego, CA 92122
Attn: Landowner Relations

MEMORANDUM OF SOLAR ENERGY LEASE

GRANTOR/OWNER: Robert 5+1 Ranch, LLC, a Washington limited liability company

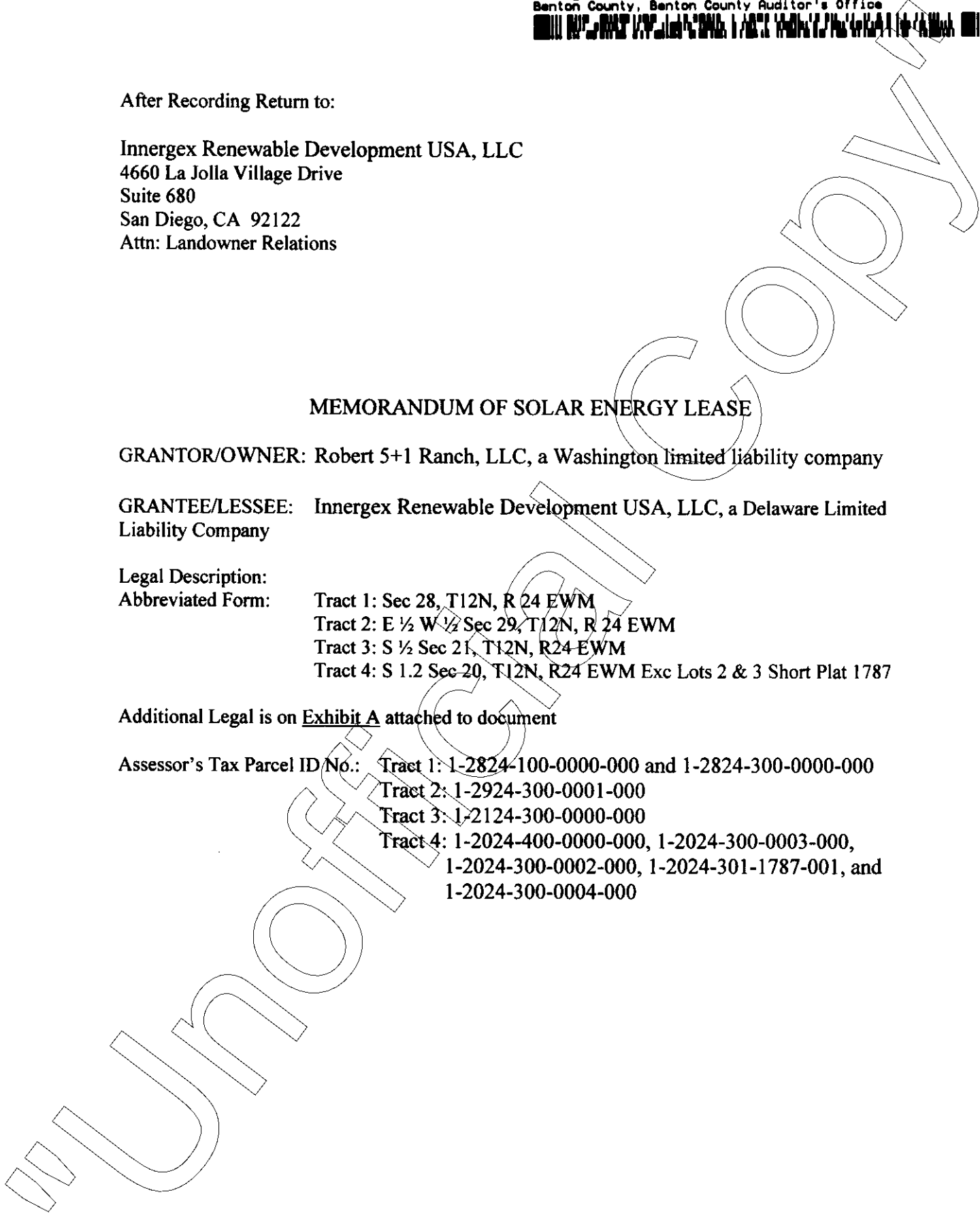
GRANTEE/LESSEE: Innergex Renewable Development USA, LLC, a Delaware Limited Liability Company

Legal Description:

Abbreviated Form: Tract 1: Sec 28, T12N, R 24 EWM
Tract 2: E 1/2 W 1/2 Sec 29, T12N, R 24 EWM
Tract 3: S 1/2 Sec 21, T12N, R24 EWM
Tract 4: S 1.2 Sec-20, T12N, R24 EWM Exc Lots 2 & 3 Short Plat 1787

Additional Legal is on Exhibit A attached to document

Assessor's Tax Parcel ID No.: Tract 1: 1-2824-100-0000-000 and 1-2824-300-0000-000
Tract 2: 1-2924-300-0001-000
Tract 3: 1-2124-300-0000-000
Tract 4: 1-2024-400-0000-000, 1-2024-300-0003-000,
1-2024-300-0002-000, 1-2024-301-1787-001, and
1-2024-300-0004-000



MEMORANDUM OF SOLAR ENERGY LEASE

THIS MEMORANDUM OF SOLAR ENERGY LEASE (this "Memorandum") is being made this 16th day of June, 2020, but shall be effective as of the ___ day of June, 2020, by and between Robert 5+1 Ranch, LLC, a Washington limited liability company, having an address at 1521 Wautoma Rd, Sunnyside, WA, 98944-0000 ("Owner"), and INNERGEX RENEWABLE DEVELOPMENT USA, LLC, a Delaware limited liability company, having an address at c/o Innergex Renewable Energy Inc., Suite 1100 – 888 Dunsmuir St., Vancouver, B.C. V6C 3K4, Canada, Attn: Legal (together with its successors and assigns, "Lessee"), who agree as follows:

1. **Lease Agreement:** Owner and Lessee certify that they have entered into that certain Solar Energy Lease (the "Lease") with an effective date of June ___, 2020 (the "Effective Date"), and hereby make specific reference to the terms, provisions, and conditions of the Lease as hereinafter set forth. Unless otherwise expressly provided herein, all capitalized terms used in this Memorandum shall have the same meanings ascribed to such terms in the Lease.
2. **Premises:** All that certain property containing approximately 1,436 acres of land described on Exhibit "A" attached hereto and made a part hereof, together with all surface rights and air space rights above, over, and across such land. The exact portion of the Premises to be leased by Lessee for the siting of the Generating Facility (the "Site") shall be determined prior to the end of the Development Term (as defined below), based on the results of a survey to be obtained by Lessee during the Development Term.
3. **Development Term:** The period commencing on the Effective Date and ending on the earlier of (i) the third (3rd) anniversary of the Effective Date, or (ii) the date Lessee begins the initial construction of Generating Facility Assets on the Premises (the "Construction Start Date"); provided however, that Lessee shall have the option to extend the Development Term for two (2) periods of one (1) year each, subject to the terms and conditions set forth in the Lease.
4. **Construction Term:** The period commencing on the Construction Start Date and ending on the first (1st) day the Project generates, sells, and delivers electricity in commercial quantities (i.e., excluding test runs of the facilities) to a purchaser, including but not limited to a utility or cooperative, subject to the terms and conditions set forth in the Lease (the "Commercial Operation Date").
5. **Lease Term:** The period commencing on the Commercial Operation Date and expiring on the thirtieth (30th) anniversary of the Commercial Operation Date (the "Initial Lease Term"); provided, however, that Lessee, at its option, shall have the right to extend the

term of the Lease for two additional periods of ten (10) years each (each, an "Extension Term"), commencing on the expiration of the Initial Lease Term, or the expiration of the first Extension Term, as applicable. The Development Term, Construction Term, and Lease Term shall hereafter be collectively referred to as the "Term."

6. Automatic Termination: If construction of the Generating Facility Assets on the Premises has not started before the expiration of the Development Term, the Lease shall terminate and be of no further force or effect except for obligations set forth therein that expressly survive such termination, without any further action being necessary on the part of Owner or Lessee.

7. Use of the Premises:

A. During the Term, Lessee has the right to use the Premises to conduct studies of, without limitation, solar radiation, solar energy, and soils, and collect other meteorological, archaeological, biological, hydrological, and geotechnical data, for surveys, and for installation, construction, operation, maintenance, repair, improvement, replacement, and removal of the Generating Facility and uses incidental thereto (the "Permitted Use"), and for no other business or purpose. During the Construction Term and Lease Term, Lessee shall have exclusive possession of the Site and shall have the sole and exclusive right to use the Site for solar operations and to convert all of the solar resources of the Site for solar energy generation and purposes ancillary thereto. The Permitted Use includes, without limitation, the following:

(i) the exclusive easement and right to erect, construct, reconstruct, install, reinstall, replace, relocate, remove, operate, maintain and use the following from time to time, on, under, over, and across the Premises, in connection with the Generating Facility, whether such Generating Facility is located on the Premises or elsewhere on one or more solar energy projects (in such locations as Lessee shall determine from time to time in the exercise of its sole discretion after notice to Owner): (a) solar energy collection cells, panels, mirrors, lenses, combiner boxes, inverters, battery and energy storage facilities, and other related facilities necessary to harness and store sunlight for photovoltaic or solar thermal electric energy generation, including without limitation, fossil fuel-based boilers, heating, and power generation systems installed in connection with the foregoing facilities, existing and future technologies used or useful in connection with the generation of electricity from sunlight, and associated support structures, foundations, racking, braces, wiring, plumbing, and related equipment constructed on the Premises; (b) a line or lines of towers, with such wires and cables as from time to time are suspended therefrom, and above ground and/or underground wires and cables, for the transmission, distribution, and collection of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, cross-arms, and other appliances and fixtures for use in connection with said towers, wires, and cables; (c) facilities consisting of: (1) one or more substations for electrical collection, to step up the voltage, interconnect to transmission line or lines, and meter electricity, together with the right

to perform all other ancillary activities normally associated with such a facility as may be necessary or appropriate as determined by Lessee to service the Generating Facility, regardless where located, and regardless of whether required by any applicable law, governmental entity, transmission operator, or otherwise, and (2) an operations and maintenance building, equipment, and storage yard for purposes of performing operations and maintenance service on the Generating Facility, regardless of where located, together with the right to perform all other ancillary activities normally associated with such an operation, including the installation of a well to provide water to such operations and maintenance building; (d) any other improvements, including roads, fixtures, facilities, fences, gates, machinery, and equipment useful or appropriate to accomplish any of the foregoing (the facilities described in (a) through (d) shall also constitute "Generating Facility Assets"); and (e) with all necessary easements therefor;

(ii) an exclusive easement and right over and across the Premises and any adjacent property owned by Owner not included in the Site for any audio, visual, view, light, shadow, noise, vibration, electromagnetic, or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the Generating Facility;

(iii) an exclusive easement and right to capture, use, and convert the unobstructed solar resources over and across the Premises and any adjacent property owned by Owner not included in the Site; any obstruction to the receipt of and access to sunlight throughout the entire area of the Premises is prohibited;

(iv) an easement and right on the Premises to prevent measurable diminishment in output due to obstruction of the sunlight across the Premises including but not limited to an easement right to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Premises which might obstruct receipt of or access to sunlight throughout the Premises or interfere with or endanger the Generating Facility or Lessee's operations, as determined by Lessee;

(v) the easement and right of subjacent and lateral support on the Premises to whatever is necessary for the operation and maintenance of the Generating Facility, including, without limitation, guy wires and supports;

(vi) a non-exclusive easement for audio, visual, view, light, electromagnetic, electrical and radio frequency interference, and any other effects attributable or ancillary to the Generating Facility or Lessee's operations (such as transmission of radio waves or communication signals); and

(vii) the easement and right to undertake any such purposes or other activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee determines are necessary, useful or appropriate to accomplish any of the purposes or uses set forth in the Lease or that are compatible with or related to such purposes or uses.

The easement rights granted by Owner under the Lease constitute **EASEMENTS IN GROSS**, personal to and for the benefit of Lessee, its successors and assigns, as owner and holder of such easements, and the parties expressly agree that such easement rights shall be transferable in accordance with the assignment provisions of the Lease. The parties expressly intend for all easement rights in the Lease to be, and for the Lease to create, **EASEMENTS IN GROSS** in Lessee, and neither such easements nor the Lease shall be appurtenant to any other property or interest.

B. Lessee shall have the right to construct structures on the Site Lessee determines are reasonably necessary, required, or useful in conjunction with the operation or maintenance of the Generating Facility or enabling the Generating Facility to be connected to an electricity distribution or transmission network.

C. If any portion of the Premises is designated as Mineral Holdouts (as defined in the Lease), then, notwithstanding anything to the contrary herein or in the Lease, Lessee may utilize such Mineral Holdouts as a construction lay-down area during the Construction Term and Lease Term if such area is not then being used for mineral development. Lessee and Owner shall cooperate with each other to provide reasonable accommodation for any holders of mineral rights to access and utilize the Mineral Holdouts space, provided that such activity does not interfere in any respect with the Permitted Use.

D. Lessee shall have the sole and exclusive right to collect and convert all of the solar resources of, and to conduct its operations on, the Premises. Owner shall not grant any rights in the Premises purporting to permit others to conduct operations on the Premises in derogation of Lessee's sole and exclusive rights. Without the prior written consent of Lessee, Owner shall not (i) waive any right available to Owner or grant any right or privilege subject to the consent of Owner by law or contract, including without limitation any environmental regulation, land use ordinance, or zoning regulation, with respect to setback requirements, noise limitations, or other restrictions and conditions respecting the placement or use of the Generating Facility and other equipment ancillary to the Project (as defined in the Lease) on parcels adjacent to or in the vicinity of the Premises, or (ii) grant, confirm, acknowledge, recognize, or acquiesce in any right claimed by any other Person to conduct operations on the Premises whether arising in judicial proceedings or otherwise, and Owner agrees to give Lessee notice of any such claims or proceeding with respect to such claims and to cooperate with Lessee in resisting and disputing such claims.

8. Ownership:

A. Owner acknowledges and agrees that Lessee or its affiliate, successor, or assignee is the exclusive owner and operator of the Generating Facility, Owner has no rights to the Generating Facility or any part of it (notwithstanding that the Generating Facility or any of the Generating Facility Assets may be deemed improvements or fixtures on the Site), and

Owner may not sell, lease, assign, mortgage, pledge, or otherwise alienate or encumber (collectively, a "Transfer") the Generating Facility or any interest therein or the leasehold rights to the Site, whether with the fee interest or any other rights to the Site otherwise held by Owner. Owner shall give Lessee at least thirty (30) days' written notice prior to any Transfer of all or a portion of the Site identifying the transferee, the portion of Site to be transferred, and the proposed date of Transfer.

B. Owner agrees and acknowledges that the Generating Facility and all Generating Facility Assets shall remain the property of Lessee, and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered improvements, fixtures or attachments to real property under applicable laws. Owner shall have no ownership, lien, security interest, or other interest in any part of the Generating Facility, the Generating Facility Assets, or any profits or proceeds derived therefrom. Owner hereby waives all rights or claims (whether under statutory law, common law, or otherwise) that it may have in or otherwise with respect to the Generating Facility and the Generating Facility Assets, including, without limitation, any Owner's lien or other encumbrance on any property of Lessee.

C. Owner acknowledges that Lessee (or, as applicable, its affiliate(s), successor(s), or assignee(s)) is the exclusive owner of all (i) energy generated by the Generating Facility and (ii) Environmental Attributes and Environmental Incentives of the Generating Facility (as such terms are defined in the Lease).

D. Notwithstanding the exclusive nature of the Lease, but without limiting any of Lessee's obligations under the Lease, nothing expressly stated or implied in the Lease or represented to Owner shall be construed as requiring Lessee to: (i) undertake construction, installation or operation of all or any portion of the Project on the Premises or elsewhere; (ii) generate or sell any minimum or maximum amount of energy from the Site or any other portion of the Premises; (iii) continue operations of all or any portion of the Project from time to time located on the Site or elsewhere; or (iv) prohibit Lessee from removing all or any portion of the Project from the Premises.

9. No Interference: Lessee shall peaceably, quietly, and exclusively hold and enjoy the Premises from and after the Effective Date and continuing until the expiration or earlier termination of the Lease, without hindrance from Owner or those claiming title or possession by, through or under Owner, subject to the Existing Rights (as defined in the Lease) and the performance by Lessee of all of the terms and conditions of the Lease to be performed by Lessee. Owner will not interfere with the passage of solar radiation onto the Premises during the Lease Term or take any action that would interfere with such passage while the Project is in operation. Owner shall not conduct any activity, or grant any rights to any third party, whether on the Premises or elsewhere, that would interfere in any way with or materially increase the cost of Lessee's use of the Premises or exercise of any of the rights granted under the Lease, including for greater certainty the planting of trees, unmaintained growth of foliage,

construction of any improvement, structure, impediment, wall, fence, or other object on the Premises or other adjacent real property that could adversely affect the passage of solar radiation onto the Site.

10. **Ownership and Use by Owner of Mineral Rights.** The parties agree that Owner shall retain all mineral rights (the "**Mineral Rights**") and water rights in connection with the Site owned by Owner as of the Effective Date with the limitation during the Term that Owner expressly releases and waives, on behalf of itself and its successors and assigns, all rights of ingress and egress to enter upon the surface of the Site (other than the Mineral Holdouts), and the area located between the surface and one thousand (1,000) feet beneath the surface of the Site for purposes of exploring for, developing, drilling, producing, transporting, or any other purposes incident to the development or production of oil, gas, or other minerals. The foregoing provision shall be a covenant running with the land binding upon any party owning any interest in, or rights to develop or use the Mineral Rights, and all future owners and lessees of any such rights, titles, or interests in or to the Mineral Rights, shall be subject to and burdened by the foregoing waiver of rights and automatically be deemed to include a contractual waiver by the lessee, assignee, or grantee, as applicable. However, nothing herein contained shall be construed to prevent Owner, its successors and assigns, from obtaining oil, gas and other minerals by directional drilling under the Site from well sites located on the Mineral Holdouts or tracts other than the Site, so long as such directional drilling is located at a minimum depth of one thousand (1,000) feet below the surface of the Site.

11. **Use of Water by Lessee.** During the Term Lessee shall be entitled to use all available water on or extracted from the Premises as Lessee deems necessary to conduct its operations. Lessee may drill, dig, and/or excavate one or more wells on the Premises, and extract water therefrom, for the purposes of servicing, construction, operating, and maintaining the Project, including purposes ancillary thereto such as dust mitigation.

12. **Termination by Lessee.** In addition to Lessee's other termination rights set forth in the Lease, Lessee reserves the right to terminate the Lease at any time after the Commercial Operation Date upon not less than one (1) year's notice to Owner. Lessee further reserves the right to terminate the Lease as to any part of the Premises at any time after the Commercial Operation Date upon not less than one (1) year's notice to Owner. Notwithstanding the foregoing, prior to the Commercial Operation Date, Lessee may terminate the Lease at any time.

13. **Liens:** Owner represents that Owner has not granted, and agrees that Owner will not grant, any mortgages, deeds of trust, voluntary liens, security interests or any other encumbrance encumbering all or any portion of the Premises, other than as set forth on **Exhibit "D"** to the Lease or shown of record in the Recorder's Office of Yakima/Benton County, Washington. Owner agrees to execute all documents reasonably requested by Lessee as are determined by Lessee to be necessary or appropriate to allow Lessee to enjoy the Premises without material interference.

14. **Right of Purchase or Refusal.** Lessee does not have any right of purchase of or refusal on the Premises or any part thereof.

15. **Interpretation; Conflicts:** This Memorandum contains only selected provisions of the Lease, and reference is made to the full text of the Lease for the full terms and conditions. This Memorandum shall in no way alter, amend, modify, change, supersede or be used to interpret the Lease in any respect. This Memorandum is executed by the parties solely for the purpose of recordation in the Recorder's Office of Yakima/Benton County, Washington, and it is the intent of the parties that it shall give notice to and confirm the Lease to the same extent as if all of the provisions of the Lease were fully set forth herein. The Lease is hereby incorporated by reference into this Memorandum, and the parties hereby ratify and confirm all of the provisions of the Lease. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. A copy of the Lease is on file with Owner and Lessee and information regarding the Lease may be obtained from either Owner or Lessee at its address noted in the recitals to this Memorandum.

15. **Governing Law:** This Memorandum shall be construed in accordance with the laws of the State of Washington.

17. **Counterparts:** This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

[signature pages follow]

IN WITNESS WHEREOF, this Memorandum is effective as of the date first written above.

OWNER(S):

Robert 5+1 Ranch, LLC

By: Michael V. Robert
Name: Michael V. Robert
Title: associate member

By: Robin Robert
Name: ROBIN ROBERT
Title: MANAGER

By: Jean E. Robert
Name: Jean E. Robert
Title: Manager

By: David Robert
Name: David Robert
Title: member

By: Randy Robert
Name: Randy Robert
Title: member

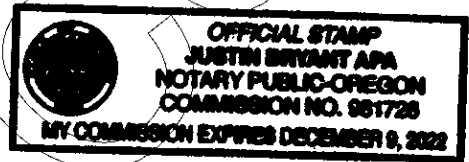
By: Samantha Mesman
Name: Samantha Mesman
Title: member

STATE OF ^{Wa} WASHINGTON Oregon)
) SS.
COUNTY OF Clatsop)

This record was acknowledged before me this 16th day of June, 2020, by Michael V Robert, as Pass Member of Robert 5+1 Ranch, LLC, a Washington Limited Liability Company.

[Signature]
Notary Public in and for the State of Oregon

My Commission Expires: 12/9/2022

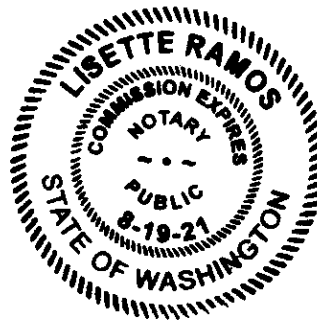


STATE OF WASHINGTON)
) SS.
COUNTY OF Yakima)

This record was acknowledged before me this 22nd day of June, 2020, by Robin Robert, as manager of Robert 5+1 Ranch, LLC, a Washington Limited Liability Company.

[Signature]
Notary Public in and for the State of Washington

My Commission Expires: 8/19/2021



Unofficial

STATE OF WASHINGTON

)
) SS.

COUNTY OF Yakima

This record was acknowledged before me this 22nd day of June, 2020, by Jean E. Robert, as manager of Robert 5+1 Ranch, LLC, a Washington Limited Liability Company.

Lisette Ramos
Notary Public in and for the State of Washington

My Commission Expires: 8/19/2021



STATE OF WASHINGTON

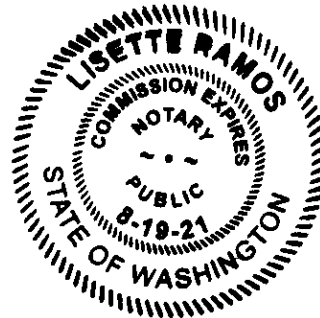
)
) SS.

COUNTY OF Yakima

This record was acknowledged before me this 22nd day of June, 2020, by David A. Robert, as member of Robert 5+1 Ranch, LLC, a Washington Limited Liability Company.

Lisette Ramos
Notary Public in and for the State of Washington

My Commission Expires: 8-19-2021



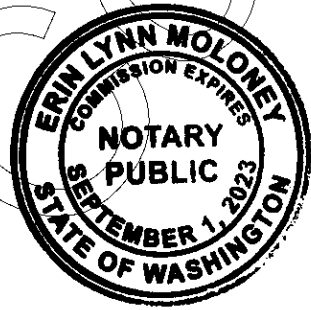
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STATE OF WASHINGTON)
) SS.
COUNTY OF YAKIMA)

This record was acknowledged before me this 24th day of June, 2020, by RANDY ROBERT, as MEMBER of Robert 5+1 Ranch, LLC, a Washington Limited Liability Company.

Erin Lynn Moloney
Notary Public in and for the State of WA

My Commission Expires: 9-1-2023

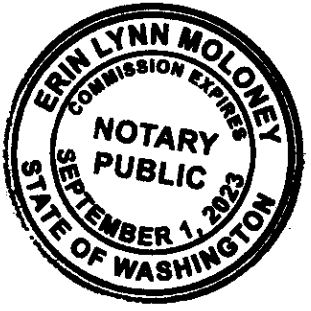


STATE OF WASHINGTON)
) SS.
COUNTY OF Yakima)

This record was acknowledged before me this 24th day of June, 2020, by Samantha MESMAN, as _____ of Robert 5+1 Ranch, LLC, a Washington Limited Liability Company.

Erin Lynn Moloney
Notary Public in and for the State of WA

My Commission Expires: 9-1-2023



[signatures continue on following page]

LESSEE:

**INNERGEX RENEWABLE DEVELOPMENT
USA, LLC**
a Delaware limited liability company

By: [Signature]
Name: Colleen Giroux-Schmidt
Title: Vice President, Corporate Relations

Province OF British Columbia
City
COUNTY OF Vancouver

)
) SS.
)

The foregoing instrument was acknowledged before me this 18 day of June, 2020, by Colleen Giroux-Schmidt VP of Innergex Renewable Development USA, LLC, a Delaware limited liability company, on behalf of such company.

[Signature]
Notary Public in and for the State of British Columbia
Province

My Commission Expires: Does not expire.

ROBERT R. JUNG
Barrister & Solicitor
INNERGEX RENEWABLE ENERGY
888 DUNSMUIR STREET, SUITE 1000
VANCOUVER, B.C. V6C 3K4
TEL: (604) 633-0900 FAX: (604) 633-0901

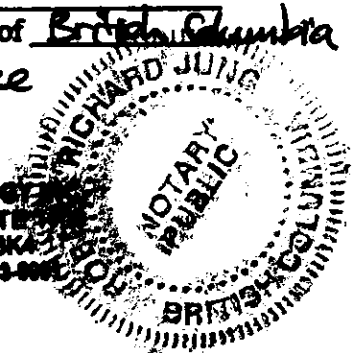


EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

TRACT ONE:

All of Section 28, Township 12, North, Range 24, E.W.M., records of Benton County, Washington. **SUBJECT TO** patents, state or railroad deeds, buildings or use restrictions general to the area, zoning regulations, reserved oil and/or mineral rights, utility easements of record, rights of way or easements shown on the plat or visible by inspection, any future adjudication of surface water rights by appropriate federal and/or state proceeding, and any other easements, conditions, covenants, restrictions, agreements, reservations, and rights of way in use or of record, and liability for future assessments, if any.

Approximately 640 acres total.

Auditor's Parcel Number: 1-2824-100-0000-000 and 1-2824-300-0000-000

TRACT TWO:

The East half of the West half of Section 29, Township 12 North, Range 24, E.W.M., records of Benton County, Washington. **SUBJECT TO** patents, state or railroad deeds, buildings or use restrictions general to the area, zoning regulations, reserved oil and/or mineral rights, utility easements of record, rights of way or easements shown on the plat or visible by inspection, any future adjudication of surface water rights by appropriate federal and/or state proceeding, and any other easements, conditions, covenants, restrictions, agreements, reservations, and rights of way in use or of record, and liability for future assessments, if any.

Approximately 160 acres total.

Auditor's Parcel Number: 1-2924-300-0001-000

TRACT THREE:

The South half of Section 21, Township 12 North, Range 24 E.W.M., records of Benton County, Washington. **SUBJECT TO** patents, state or railroad deeds, buildings or use restrictions general to the area, zoning regulations, reserved oil and/or mineral rights, utility easements of record, rights of way or easements shown on the plat or visible by inspection, any future adjudication of surface water rights by appropriate federal and/or state proceeding, and any other easements, conditions, covenants, restrictions, agreements, reservations, and rights of way in use or of record, and liability for future assessments, if any.

Approximately 320 acres total.

Auditor's Parcel Number: 1-2124-300-0000-000

TRACT FOUR:

The South Half of Section 20, Township 12 North, Range 24, E.W.M., EXCEPT for Lots 2 and 3 of Short Plat No. 1787, records of Barton County Washington, SUBJECT TO patents, state or railroad deeds, buildings or use restrictions general to the area, zoning regulations, reserved oil and/or mineral rights, utility easements of record, rights of way or easements shown on the plat or visible by inspection, any future adjudication of surface water rights by appropriate federal and/or state proceeding, and any other easements, conditions, covenants, restrictions, agreements, reservations, and rights of way in use or of record, and liability for future assessments, if any.

Approximately 316 acres total.

Auditor's Parcel Number: 1-2024-400-0000-000, 1-2024-300-0003-000, 1-2024-300-0002-000, 1-2024-301-1787-001, and 1-2024-300-0004-000

"Unofficial Copy"



After Recording Return to:

Innergex Renewable Development USA, LLC
4660 La Jolla Village Drive
Suite 680
San Diego, CA 92122
Attn: Landowner Relations

MEMORANDUM OF SOLAR ENERGY LEASE

GRANTOR/OWNER: Marilyn R. Ford, an unmarried person; Michael V. Robert, an unmarried person; and Douglas L. Robert, a married person

GRANTEE/LESSEE: Innergex Renewable Development USA, LLC, a Delaware Limited Liability Company

Legal Description:

Abbreviated Form: Short Plat #2749, Lot 1, Abstract No. 2003-043722

Additional Legal is on Exhibit A attached to document

Assessor's Tax Parcel ID No. 1-1924-101-2749-001

MEMORANDUM OF SOLAR ENERGY LEASE

THIS MEMORANDUM OF SOLAR ENERGY LEASE (this "Memorandum") is being made this ____ day of June, 2020, but shall be effective as of the ____ day of June, 2020, by and between Marilyn R. Ford, an unmarried person; Michael V. Robert, an unmarried person; and Douglas L. Robert, a married person, having an address at 5804 W. Walnut, Yakama, WA 98908 (collectively, "Owner"), and INNERGEX RENEWABLE DEVELOPMENT USA, LLC, a Delaware limited liability company, having an address at c/o Innergex Renewable Energy Inc., Suite 1100 – 888 Dunsmuir St., Vancouver, B.C. V6C 3K4, Canada, Attn: Legal (together with its successors and assigns, "Lessee"), who agree as follows:

1. Lease Agreement: Owner and Lessee certify that they have entered into that certain Solar Energy Lease (the "Lease") with an effective date of June ____, 2020 (the "Effective Date"), and hereby make specific reference to the terms, provisions, and conditions of the Lease as hereinafter set forth. Unless otherwise expressly provided herein, all capitalized terms used in this Memorandum shall have the same meanings ascribed to such terms in the Lease.

2. Premises: All that certain property containing approximately 267 acres of land described on Exhibit "A" attached hereto and made a part hereof, together with all surface rights and air space rights above, over, and across such land. The exact portion of the Premises to be leased by Lessee for the siting of the Generating Facility (the "Site") shall be determined prior to the end of the Development Term (as defined below), based on the results of a survey to be obtained by Lessee during the Development Term.

3. Development Term: The period commencing on the Effective Date and ending on the earlier of (i) the third (3rd) anniversary of the Effective Date, or (ii) the date Lessee begins the initial construction of Generating Facility Assets on the Premises (the "Construction Start Date"); provided however, that Lessee shall have the option to extend the Development Term for two (2) periods of one (1) year each, subject to the terms and conditions set forth in the Lease.

4. Construction Term: The period commencing on the Construction Start Date and ending on the first (1st) day the Project generates, sells, and delivers electricity in commercial quantities (i.e., excluding test runs of the facilities) to a purchaser, including but not limited to a utility or cooperative, subject to the terms and conditions set forth in the Lease (the "Commercial Operation Date").

5. Lease Term: The period commencing on the Commercial Operation Date and expiring on the thirtieth (30th) anniversary of the Commercial Operation Date (the "Initial Lease Term"); provided, however, that Lessee, at its option, shall have the right to extend the

term of the Lease for two additional periods of ten (10) years each (each, an "Extension Term"), commencing on the expiration of the Initial Lease Term, or the expiration of the first Extension Term, as applicable. The Development Term, Construction Term, and Lease Term shall hereafter be collectively referred to as the "Term."

6. Automatic Termination: If construction of the Generating Facility Assets on the Premises has not started before the expiration of the Development Term, the Lease shall terminate and be of no further force or effect except for obligations set forth therein that expressly survive such termination, without any further action being necessary on the part of Owner or Lessee.

7. Use of the Premises:

A. During the Term, Lessee has the right to use the Premises to conduct studies of, without limitation, solar radiation, solar energy, and soils, and collect other meteorological, archaeological, biological, hydrological, and geotechnical data, for surveys, and for installation, construction, operation, maintenance, repair, improvement, replacement, and removal of the Generating Facility and uses incidental thereto (the "Permitted Use"), and for no other business or purpose. During the Construction Term and Lease Term, Lessee shall have exclusive possession of the Site and shall have the sole and exclusive right to use the Site for solar operations and to convert all of the solar resources of the Site for solar energy generation and purposes ancillary thereto. The Permitted Use includes, without limitation, the following:

(i) the exclusive easement and right to erect, construct, reconstruct, install, reinstall, replace, relocate, remove, operate, maintain and use the following from time to time, on, under, over, and across the Premises, in connection with the Generating Facility, whether such Generating Facility is located on the Premises or elsewhere on one or more solar energy projects (in such locations as Lessee shall determine from time to time in the exercise of its sole discretion after notice to Owner): (a) solar energy collection cells, panels, mirrors, lenses, combiner boxes, inverters, battery and energy storage facilities, and other related facilities necessary to harness and store sunlight for photovoltaic or solar thermal electric energy generation, including without limitation, fossil fuel-based boilers, heating, and power generation systems installed in connection with the foregoing facilities, existing and future technologies used or useful in connection with the generation of electricity from sunlight, and associated support structures, foundations, racking, braces, wiring, plumbing, and related equipment constructed on the Premises; (b) a line or lines of towers, with such wires and cables as from time to time are suspended therefrom, and above ground and/or underground wires and cables, for the transmission, distribution, and collection of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, cross-arms, and other appliances and fixtures for use in connection with said towers, wires, and cables; (c) facilities consisting of: (1) one or more substations for electrical collection, to step up the voltage, interconnect to transmission line or lines, and meter electricity, together with the right

to perform all other ancillary activities normally associated with such a facility as may be necessary or appropriate as determined by Lessee to service the Generating Facility, regardless where located, and regardless of whether required by any applicable law, governmental entity, transmission operator, or otherwise, and (2) an operations and maintenance building, equipment, and storage yard for purposes of performing operations and maintenance service on the Generating Facility, regardless of where located, together with the right to perform all other ancillary activities normally associated with such an operation, including the installation of a well to provide water to such operations and maintenance building; (d) any other improvements, including roads, fixtures, facilities, fences, gates, machinery, and equipment useful or appropriate to accomplish any of the foregoing (the facilities described in (a) through (d) shall also constitute "Generating Facility Assets"); and (e) with all necessary easements therefor;

(ii) an exclusive easement and right over and across the Premises and any adjacent property owned by Owner not included in the Site for any audio, visual, view, light, shadow, noise, vibration, electromagnetic, or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the Generating Facility;

(iii) an exclusive easement and right to capture, use, and convert the unobstructed solar resources over and across the Premises and any adjacent property owned by Owner not included in the Site; any obstruction to the receipt of and access to sunlight throughout the entire area of the Premises is prohibited;

(iv) an easement and right on the Premises to prevent measurable diminishment in output due to obstruction of the sunlight across the Premises including but not limited to an easement right to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Premises which might obstruct receipt of or access to sunlight throughout the Premises or interfere with or endanger the Generating Facility or Lessee's operations, as determined by Lessee;

(v) the easement and right of subjacent and lateral support on the Premises to whatever is necessary for the operation and maintenance of the Generating Facility, including, without limitation, guy wires and supports;

(vi) a non-exclusive easement for audio, visual, view, light, electromagnetic, electrical and radio frequency interference, and any other effects attributable or ancillary to the Generating Facility or Lessee's operations (such as transmission of radio waves or communication signals); and

(vii) the easement and right to undertake any such purposes or other activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee determines are necessary, useful or appropriate to accomplish any of the purposes or uses set forth in the Lease or that are compatible with or related to such purposes or uses.

The easement rights granted by Owner under the Lease constitute **EASEMENTS IN GROSS**, personal to and for the benefit of Lessee, its successors and assigns, as owner and holder of such easements, and the parties expressly agree that such easement rights shall be transferable in accordance with the assignment provisions of the Lease. The parties expressly intend for all easement rights in the Lease to be, and for the Lease to create, **EASEMENTS IN GROSS** in Lessee, and neither such easements nor the Lease shall be appurtenant to any other property or interest.

B. Lessee shall have the right to construct structures on the Site Lessee determines are reasonably necessary, required, or useful in conjunction with the operation or maintenance of the Generating Facility or enabling the Generating Facility to be connected to an electricity distribution or transmission network.

C. If any portion of the Premises is designated as Mineral Holdouts (as defined in the Lease), then, notwithstanding anything to the contrary herein or in the Lease, Lessee may utilize such Mineral Holdouts as a construction lay-down area during the Construction Term and Lease Term if such area is not then being used for mineral development. Lessee and Owner shall cooperate with each other to provide reasonable accommodation for any holders of mineral rights to access and utilize the Mineral Holdouts space, provided that such activity does not interfere in any respect with the Permitted Use.

D. Lessee shall have the sole and exclusive right to collect and convert all of the solar resources of, and to conduct its operations on, the Premises. Owner shall not grant any rights in the Premises purporting to permit others to conduct operations on the Premises in derogation of Lessee's sole and exclusive rights. Without the prior written consent of Lessee, Owner shall not (i) waive any right available to Owner or grant any right or privilege subject to the consent of Owner by law or contract, including without limitation any environmental regulation, land use ordinance, or zoning regulation, with respect to setback requirements, noise limitations, or other restrictions and conditions respecting the placement or use of the Generating Facility and other equipment ancillary to the Project (as defined in the Lease) on parcels adjacent to or in the vicinity of the Premises, or (ii) grant, confirm, acknowledge, recognize, or acquiesce in any right claimed by any other Person to conduct operations on the Premises whether arising in judicial proceedings or otherwise, and Owner agrees to give Lessee notice of any such claims or proceeding with respect to such claims and to cooperate with Lessee in resisting and disputing such claims.

8. Ownership:

A. Owner acknowledges and agrees that Lessee or its affiliate, successor, or assignee is the exclusive owner and operator of the Generating Facility, Owner has no rights to the Generating Facility or any part of it (notwithstanding that the Generating Facility or any of the Generating Facility Assets may be deemed improvements or fixtures on the Site), and

Owner may not sell, lease, assign, mortgage, pledge, or otherwise alienate or encumber (collectively, a "Transfer") the Generating Facility or any interest therein or the leasehold rights to the Site, whether with the fee interest or any other rights to the Site otherwise held by Owner. Owner shall give Lessee at least thirty (30) days' written notice prior to any Transfer of all or a portion of the Site identifying the transferee, the portion of Site to be transferred, and the proposed date of Transfer.

B. Owner agrees and acknowledges that the Generating Facility and all Generating Facility Assets shall remain the property of Lessee, and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered improvements, fixtures or attachments to real property under applicable laws. Owner shall have no ownership, lien, security interest, or other interest in any part of the Generating Facility, the Generating Facility Assets, or any profits or proceeds derived therefrom. Owner hereby waives all rights or claims (whether under statutory law, common law, or otherwise) that it may have in or otherwise with respect to the Generating Facility and the Generating Facility Assets, including, without limitation, any Owner's lien or other encumbrance on any property of Lessee.

C. Owner acknowledges that Lessee (or, as applicable, its affiliate(s), successor(s), or assignee(s)) is the exclusive owner of all (i) energy generated by the Generating Facility and (ii) Environmental Attributes and Environmental Incentives of the Generating Facility (as such terms are defined in the Lease).

D. Notwithstanding the exclusive nature of the Lease, but without limiting any of Lessee's obligations under the Lease, nothing expressly stated or implied in the Lease or represented to Owner shall be construed as requiring Lessee to: (i) undertake construction, installation or operation of all or any portion of the Project on the Premises or elsewhere; (ii) generate or sell any minimum or maximum amount of energy from the Site or any other portion of the Premises; (iii) continue operations of all or any portion of the Project from time to time located on the Site or elsewhere; or (iv) prohibit Lessee from removing all or any portion of the Project from the Premises.

9. No Interference: Lessee shall peaceably, quietly, and exclusively hold and enjoy the Premises from and after the Effective Date and continuing until the expiration or earlier termination of the Lease, without hindrance from Owner or those claiming title or possession by, through or under Owner, subject to the Existing Rights (as defined in the Lease) and the performance by Lessee of all of the terms and conditions of the Lease to be performed by Lessee. Owner will not interfere with the passage of solar radiation onto the Premises during the Lease Term or take any action that would interfere with such passage while the Project is in operation. Owner shall not conduct any activity, or grant any rights to any third party, whether on the Premises or elsewhere, that would interfere in any way with or materially increase the cost of Lessee's use of the Premises or exercise of any of the rights granted under the Lease, including for greater certainty the planting of trees, unmaintained growth of foliage,

construction of any improvement, structure, impediment, wall, fence, or other object on the Premises or other adjacent real property that could adversely affect the passage of solar radiation onto the Site.

10. Ownership and Use by Owner of Mineral Rights. The parties agree that Owner shall retain all mineral rights (the "Mineral Rights") and water rights in connection with the Site owned by Owner as of the Effective Date with the limitation during the Term that Owner expressly releases and waives, on behalf of itself and its successors and assigns, all rights of ingress and egress to enter upon the surface of the Site (other than the Mineral Holdouts), and the area located between the surface and one thousand (1,000) feet beneath the surface of the Site for purposes of exploring for, developing, drilling, producing, transporting, or any other purposes incident to the development or production of oil, gas, or other minerals. The foregoing provision shall be a covenant running with the land binding upon any party owning any interest in, or rights to develop or use the Mineral Rights, and all future owners and lessees of any such rights, titles, or interests in or to the Mineral Rights, shall be subject to and burdened by the foregoing waiver of rights and automatically be deemed to include a contractual waiver by the lessee, assignee, or grantee, as applicable. However, nothing herein contained shall be construed to prevent Owner, its successors and assigns, from obtaining oil, gas and other minerals by directional drilling under the Site from well sites located on the Mineral Holdouts or tracts other than the Site, so long as such directional drilling is located at a minimum depth of one thousand (1,000) feet below the surface of the Site.

11. Use of Water by Lessee. During the Term Lessee shall be entitled to use all available water on or extracted from the Premises as Lessee deems necessary to conduct its operations. Lessee may drill, dig, and/or excavate one or more wells on the Premises, and extract water therefrom, for the purposes of servicing, construction, operating, and maintaining the Project, including purposes ancillary thereto such as dust mitigation.

12. Termination by Lessee. In addition to Lessee's other termination rights set forth in the Lease, Lessee reserves the right to terminate the Lease at any time after the Commercial Operation Date upon not less than one (1) year's notice to Owner. Lessee further reserves the right to terminate the Lease as to any part of the Premises at any time after the Commercial Operation Date upon not less than one (1) year's notice to Owner. Notwithstanding the foregoing, prior to the Commercial Operation Date, Lessee may terminate the Lease at any time.

13. Liens. Owner represents that Owner has not granted, and agrees that Owner will not grant, any mortgages, deeds of trust, voluntary liens, security interests or any other encumbrance encumbering all or any portion of the Premises, other than as set forth on Exhibit "D" to the Lease or shown of record in the Recorder's Office of Yakima/Benton County, Washington. Owner agrees to execute all documents reasonably requested by Lessee as are determined by Lessee to be necessary or appropriate to allow Lessee to enjoy the Premises without material interference.

14. **Right of Purchase or Refusal.** Lessee does not have any right of purchase of or refusal on the Premises or any part thereof.

15. **Interpretation; Conflicts:** This Memorandum contains only selected provisions of the Lease, and reference is made to the full text of the Lease for the full terms and conditions. This Memorandum shall in no way alter, amend, modify, change, supersede or be used to interpret the Lease in any respect. This Memorandum is executed by the parties solely for the purpose of recordation in the Recorder's Office of Yakima/Benton County, Washington, and it is the intent of the parties that it shall give notice to and confirm the Lease to the same extent as if all of the provisions of the Lease were fully set forth herein. The Lease is hereby incorporated by reference into this Memorandum, and the parties hereby ratify and confirm all of the provisions of the Lease. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. A copy of the Lease is on file with Owner and Lessee and information regarding the Lease may be obtained from either Owner or Lessee at its address noted in the recitals to this Memorandum.

15. **Governing Law:** This Memorandum shall be construed in accordance with the laws of the State of Washington.

17. **Counterparts:** This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

[signature pages follow]

IN WITNESS WHEREOF, this Memorandum is effective as of the date first written above.

OWNER(S):

Marilyn R. Ford
Marilyn R. Ford

Michael V. Robert

Douglas L. Robert
Douglas L. Robert

STATE OF WASHINGTON

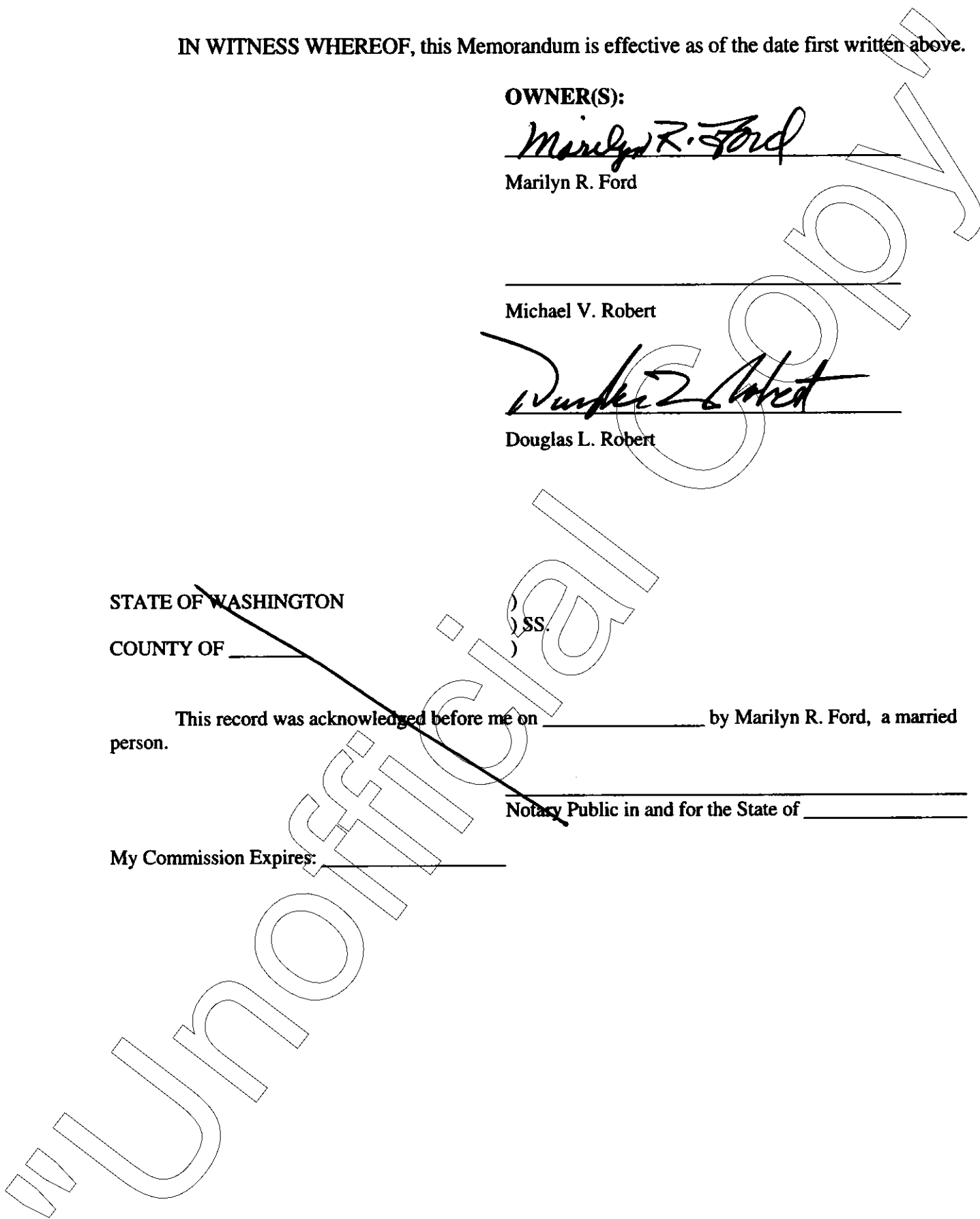
COUNTY OF _____

) SS.
)

This record was acknowledged before me on _____ by Marilyn R. Ford, a married person.

Notary Public in and for the State of _____

My Commission Expires: _____



STATE OF WASHINGTON)
)SS
COUNTY OF YAKIMA

On this day personally appeared before me Marilyn Ford to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10th day of June, 2020.

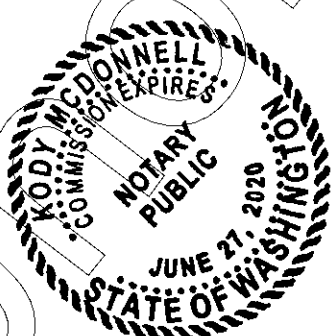


[Signature]
Notary Public in and for the State of WA
Washington, residing at Yakima
My appointment expires June 27, 2020

STATE OF WASHINGTON)
)SS
COUNTY OF YAKIMA

On this day personally appeared before me Douglas Robert to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10th day of June, 2020.



[Signature]
Notary Public in and for the State of WA
Washington, residing at Yakima
My appointment expires June 27, 2020

IN WITNESS WHEREOF, the parties have executed this Lease to be effective as of (although not necessarily on) the Effective Date set forth in Section 1 above.

EXECUTED by Owner on this _____ day of _____, 2020.

OWNER:

Jean E Robert
Jean E. Robert
Jean E. Robert

Michael V. Robert
Michael V. Robert
5-30-2020

EXECUTED by Lessee on this _____ day of _____, 2020

LESSEE:

**INNERGEX RENEWABLE DEVELOPMENT USA,
LLC**

By: _____
Name: _____
Title: _____

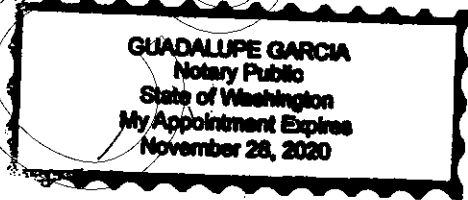
"Unofficial Copy"

STATE OF WASHINGTON)
) SS.
COUNTY OF Yakima)

This record was acknowledged before me on May 29, 2020 by Jean Emile Robert.

Guadalupe Garcia
Notary Public in and for the State of Washington

My Commission Expires: November 28, 2020



[EXHIBITS "A", "B", "C", "D", "E", "F" and "G" TO SOLAR ENERGY LEASE FOLLOW]

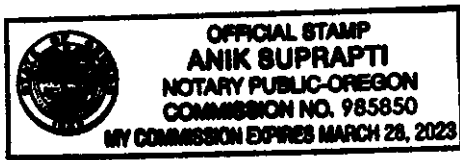
Oregon AS)
STATE OF WASHINGTON)
)SS
COUNTY OF Hood River

On this day personally appeared before me Michael V. Robert to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30 day of May, 2020.

[Signature]

Notary Public in and for the State of
Oregon Washington, AS, residing at Hood River
My appointment expires March 28, 2023



STATE OF WASHINGTON)
)SS
COUNTY OF _____

On this day personally appeared before me _____ to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of _____, 2020.

Notary Public in and for the State of
Washington, residing at _____
My appointment expires _____

Unofficial

LESSEE:

**INNERGEX RENEWABLE DEVELOPMENT
USA, LLC**
a Delaware limited liability company

By: [Signature]
Name: Colleen Giroux-Schmidt
Title: Vice President, Corporation Relations

Province of British Columbia)
City) SS.
COUNTY OF Vancouver)

The foregoing instrument was acknowledged before me this 18 day of June, 2020, by Colleen Giroux-Schmidt as VP of Innergex Renewable Development USA, LLC, a Delaware limited liability company, on behalf of such company.

[Signature]
Notary Public in and for the State of British Columbia
Province

My Commission Expires: Does not expire

ROBERT R. JUNG
Barrister & Solicitor
INNERGEX RENEWABLE ENERGY INC.
888 DUNSMUIR STREET, SUITE 1100
VANCOUVER, B.C. V6C 2K1
TEL: (604) 633-0000 FAX: (604) 633-0001



EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

Short Plat #2749, Lot 1, Abstract No. 2003-043722, Benton County, Washington.

Approximately 267.00 acres total.

Auditor's Parcel Number: 1-1924-101-2749-001.

"Unofficial Copy"



After Recording Return to:

Innergex Renewable Development USA, LLC
4660 La Jolla Village Drive
Suite 680
San Diego, CA 92122
Attn: Landowner Relations

MEMORANDUM OF SOLAR ENERGY LEASE

GRANTOR/OWNER: Robin Robert

GRANTEE/LESSEE: Innergex Renewable Development USA, LLC, a Delaware Limited Liability Company

Legal Description:

Abbreviated Form: SE ¼ Sec 29, T12N, R 24

Additional Legal is on Exhibit A attached to document

Assessor's Tax Parcel ID No. 1-2924-400-0000-000

MEMORANDUM OF SOLAR ENERGY LEASE

THIS MEMORANDUM OF SOLAR ENERGY LEASE (this "Memorandum") is being made this ____ day of June, 2020, but shall be effective as of the ____ day of June, 2020, by and between Robin Robert having an address at 1521 Wautoma Rd, Sunnyside, WA 98944 ("Owner"), and INNERGEX RENEWABLE DEVELOPMENT USA, LLC, a Delaware limited liability company, having an address at c/o Innergex Renewable Energy Inc., Suite 1100 - 888 Dunsmuir St., Vancouver, B.C. V6C 3K4, Canada, Attn: Legal (together with its successors and assigns, "Lessee"), who agree as follows:

1. Lease Agreement: Owner and Lessee certify that they have entered into that certain Solar Energy Lease (the "Lease") with an effective date of June ____, 2020 (the "Effective Date"), and hereby make specific reference to the terms, provisions, and conditions of the Lease as hereinafter set forth. Unless otherwise expressly provided herein, all capitalized terms used in this Memorandum shall have the same meanings ascribed to such terms in the Lease.

2. Premises: All that certain property containing approximately 160 acres of land described on Exhibit "A" attached hereto and made a part hereof, together with all surface rights and air space rights above, over, and across such land. The exact portion of the Premises to be leased by Lessee for the siting of the Generating Facility (the "Site") shall be determined prior to the end of the Development Term (as defined below), based on the results of a survey to be obtained by Lessee during the Development Term.

3. Development Term: The period commencing on the Effective Date and ending on the earlier of (i) the third (3rd) anniversary of the Effective Date, or (ii) the date Lessee begins the initial construction of Generating Facility Assets on the Premises (the "Construction Start Date"); provided however, that Lessee shall have the option to extend the Development Term for two (2) periods of one (1) year each, subject to the terms and conditions set forth in the Lease.

4. Construction Term: The period commencing on the Construction Start Date and ending on the first (1st) day the Project generates, sells, and delivers electricity in commercial quantities (i.e., excluding test runs of the facilities) to a purchaser, including but not limited to a utility or cooperative, subject to the terms and conditions set forth in the Lease (the "Commercial Operation Date").

5. Lease Term: The period commencing on the Commercial Operation Date and expiring on the thirtieth (30th) anniversary of the Commercial Operation Date (the "Initial Lease Term"); provided, however, that Lessee, at its option, shall have the right to extend the term of the Lease for two additional periods of ten (10) years each (each, an "Extension Term"),

commencing on the expiration of the Initial Lease Term, or the expiration of the first Extension Term, as applicable. The Development Term, Construction Term, and Lease Term shall hereafter be collectively referred to as the "Term."

6. Automatic Termination: If construction of the Generating Facility Assets on the Premises has not started before the expiration of the Development Term, the Lease shall terminate and be of no further force or effect except for obligations set forth therein that expressly survive such termination, without any further action being necessary on the part of Owner or Lessee.

7. Use of the Premises:

A. During the Term, Lessee has the right to use the Premises to conduct studies of, without limitation, solar radiation, solar energy, and soils, and collect other meteorological, archaeological, biological, hydrological, and geotechnical data, for surveys, and for installation, construction, operation, maintenance, repair, improvement, replacement, and removal of the Generating Facility and uses incidental thereto (the "Permitted Use"), and for no other business or purpose. During the Construction Term and Lease Term, Lessee shall have exclusive possession of the Site and shall have the sole and exclusive right to use the Site for solar operations and to convert all of the solar resources of the Site for solar energy generation and purposes ancillary thereto. The Permitted Use includes, without limitation, the following:

(i) the exclusive easement and right to erect, construct, reconstruct, install, reinstall, replace, relocate, remove, operate, maintain and use the following from time to time, on, under, over, and across the Premises, in connection with the Generating Facility, whether such Generating Facility is located on the Premises or elsewhere on one or more solar energy projects (in such locations as Lessee shall determine from time to time in the exercise of its sole discretion after notice to Owner): (a) solar energy collection cells, panels, mirrors, lenses, combiner boxes, inverters, battery and energy storage facilities, and other related facilities necessary to harness and store sunlight for photovoltaic or solar thermal electric energy generation, including without limitation, fossil fuel-based boilers, heating, and power generation systems installed in connection with the foregoing facilities, existing and future technologies used or useful in connection with the generation of electricity from sunlight, and associated support structures, foundations, racking, braces, wiring, plumbing, and related equipment constructed on the Premises; (b) a line or lines of towers, with such wires and cables as from time to time are suspended therefrom, and above ground and/or underground wires and cables, for the transmission, distribution, and collection of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, cross-arms, and other appliances and fixtures for use in connection with said towers, wires, and cables; (c) facilities consisting of: (1) one or more substations for electrical collection, to step up the voltage, interconnect to transmission line or lines, and meter electricity, together with the right to perform all other ancillary activities normally associated with such a facility as may be

necessary or appropriate as determined by Lessee to service the Generating Facility, regardless where located, and regardless of whether required by any applicable law, governmental entity, transmission operator, or otherwise, and (2) an operations and maintenance building, equipment, and storage yard for purposes of performing operations and maintenance service on the Generating Facility, regardless of where located, together with the right to perform all other ancillary activities normally associated with such an operation, including the installation of a well to provide water to such operations and maintenance building; (d) any other improvements, including roads, fixtures, facilities, fences, gates, machinery, and equipment useful or appropriate to accomplish any of the foregoing (the facilities described in (a) through (d) shall also constitute "Generating Facility Assets"); and (e) with all necessary easements therefor;

(ii) an exclusive easement and right over and across the Premises and any adjacent property owned by Owner not included in the Site for any audio, visual, view, light, shadow, noise, vibration, electromagnetic, or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the Generating Facility;

(iii) an exclusive easement and right to capture, use, and convert the unobstructed solar resources over and across the Premises and any adjacent property owned by Owner not included in the Site; any obstruction to the receipt of and access to sunlight throughout the entire area of the Premises is prohibited;

(iv) an easement and right on the Premises to prevent measurable diminishment in output due to obstruction of the sunlight across the Premises including but not limited to an easement right to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Premises which might obstruct receipt of or access to sunlight throughout the Premises or interfere with or endanger the Generating Facility or Lessee's operations, as determined by Lessee;

(v) the easement and right of subjacent and lateral support on the Premises to whatever is necessary for the operation and maintenance of the Generating Facility, including, without limitation, guy wires and supports;

(vi) a non-exclusive easement for audio, visual, view, light, electromagnetic, electrical and radio frequency interference, and any other effects attributable or ancillary to the Generating Facility or Lessee's operations (such as transmission of radio waves or communication signals); and

(vii) the easement and right to undertake any such purposes or other activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee determines are necessary, useful or appropriate to accomplish any of the purposes or uses set forth in the Lease or that are compatible with or related to such purposes or uses.

The easement rights granted by Owner under the Lease constitute **EASEMENTS IN GROSS**, personal to and for the benefit of Lessee, its successors and assigns, as owner and holder of such easements, and the parties expressly agree that such easement rights shall be transferable in accordance with the assignment provisions of the Lease. The parties expressly intend for all easement rights in the Lease to be, and for the Lease to create, **EASEMENTS IN GROSS** in Lessee, and neither such easements nor the Lease shall be appurtenant to any other property or interest.

B. Lessee shall have the right to construct structures on the Site Lessee determines are reasonably necessary, required, or useful in conjunction with the operation or maintenance of the Generating Facility or enabling the Generating Facility to be connected to an electricity distribution or transmission network.

C. If any portion of the Premises is designated as Mineral Holdouts (as defined in the Lease), then, notwithstanding anything to the contrary herein or in the Lease, Lessee may utilize such Mineral Holdouts as a construction lay-down area during the Construction Term and Lease Term if such area is not then being used for mineral development. Lessee and Owner shall cooperate with each other to provide reasonable accommodation for any holders of mineral rights to access and utilize the Mineral Holdouts space, provided that such activity does not interfere in any respect with the Permitted Use.

D. Lessee shall have the sole and exclusive right to collect and convert all of the solar resources of, and to conduct its operations on, the Premises. Owner shall not grant any rights in the Premises purporting to permit others to conduct operations on the Premises in derogation of Lessee's sole and exclusive rights. Without the prior written consent of Lessee, Owner shall not (i) waive any right available to Owner or grant any right or privilege subject to the consent of Owner by law or contract, including without limitation any environmental regulation, land use ordinance, or zoning regulation, with respect to setback requirements, noise limitations, or other restrictions and conditions respecting the placement or use of the Generating Facility and other equipment ancillary to the Project (as defined in the Lease) on parcels adjacent to or in the vicinity of the Premises, or (ii) grant, confirm, acknowledge, recognize, or acquiesce in any right claimed by any other Person to conduct operations on the Premises whether arising in judicial proceedings or otherwise, and Owner agrees to give Lessee notice of any such claims or proceeding with respect to such claims and to cooperate with Lessee in resisting and disputing such claims.

8. Ownership:

A. Owner acknowledges and agrees that Lessee or its affiliate, successor, or assignee is the exclusive owner and operator of the Generating Facility, Owner has no rights to the Generating Facility or any part of it (notwithstanding that the Generating Facility or any of the Generating Facility Assets may be deemed improvements or fixtures on the Site), and

Owner may not sell, lease, assign, mortgage, pledge, or otherwise alienate or encumber (collectively, a "Transfer") the Generating Facility or any interest therein or the leasehold rights to the Site, whether with the fee interest or any other rights to the Site otherwise held by Owner. Owner shall give Lessee at least thirty (30) days' written notice prior to any Transfer of all or a portion of the Site identifying the transferee, the portion of Site to be transferred, and the proposed date of Transfer.

B. Owner agrees and acknowledges that the Generating Facility and all Generating Facility Assets shall remain the property of Lessee, and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered improvements, fixtures or attachments to real property under applicable laws. Owner shall have no ownership, lien, security interest, or other interest in any part of the Generating Facility, the Generating Facility Assets, or any profits or proceeds derived therefrom. Owner hereby waives all rights or claims (whether under statutory law, common law, or otherwise) that it may have in or otherwise with respect to the Generating Facility and the Generating Facility Assets, including, without limitation, any Owner's lien or other encumbrance on any property of Lessee.

C. Owner acknowledges that Lessee (or, as applicable, its affiliate(s), successor(s), or assignee(s)) is the exclusive owner of all (i) energy generated by the Generating Facility and (ii) Environmental Attributes and Environmental Incentives of the Generating Facility (as such terms are defined in the Lease).

D. Notwithstanding the exclusive nature of the Lease, but without limiting any of Lessee's obligations under the Lease, nothing expressly stated or implied in the Lease or represented to Owner shall be construed as requiring Lessee to: (i) undertake construction, installation or operation of all or any portion of the Project on the Premises or elsewhere; (ii) generate or sell any minimum or maximum amount of energy from the Site or any other portion of the Premises; (iii) continue operations of all or any portion of the Project from time to time located on the Site or elsewhere; or (iv) prohibit Lessee from removing all or any portion of the Project from the Premises.

9. No Interference: Lessee shall peaceably, quietly, and exclusively hold and enjoy the Premises from and after the Effective Date and continuing until the expiration or earlier termination of the Lease, without hindrance from Owner or those claiming title or possession by, through or under Owner, subject to the Existing Rights (as defined in the Lease) and the performance by Lessee of all of the terms and conditions of the Lease to be performed by Lessee. Owner will not interfere with the passage of solar radiation onto the Premises during the Lease Term or take any action that would interfere with such passage while the Project is in operation. Owner shall not conduct any activity, or grant any rights to any third party, whether on the Premises or elsewhere, that would interfere in any way with or materially increase the cost of Lessee's use of the Premises or exercise of any of the rights granted under the Lease, including for greater certainty the planting of trees, unmaintained growth of foliage,

construction of any improvement, structure, impediment, wall, fence, or other object on the Premises or other adjacent real property that could adversely affect the passage of solar radiation onto the Site.

10. Ownership and Use by Owner of Mineral Rights. The parties agree that Owner shall retain all mineral rights (the "Mineral Rights") and water rights in connection with the Site owned by Owner as of the Effective Date with the limitation during the Term that Owner expressly releases and waives, on behalf of itself and its successors and assigns, all rights of ingress and egress to enter upon the surface of the Site (other than the Mineral Holdouts), and the area located between the surface and one thousand (1,000) feet beneath the surface of the Site for purposes of exploring for, developing, drilling, producing, transporting, or any other purposes incident to the development or production of oil, gas, or other minerals. The foregoing provision shall be a covenant running with the land binding upon any party owning any interest in, or rights to develop or use the Mineral Rights, and all future owners and lessees of any such rights, titles, or interests in or to the Mineral Rights, shall be subject to and burdened by the foregoing waiver of rights and automatically be deemed to include a contractual waiver by the lessee, assignee, or grantee, as applicable. However, nothing herein contained shall be construed to prevent Owner, its successors and assigns, from obtaining oil, gas and other minerals by directional drilling under the Site from well sites located on the Mineral Holdouts or tracts other than the Site, so long as such directional drilling is located at a minimum depth of one thousand (1,000) feet below the surface of the Site.

11. Use of Water by Lessee. During the Term Lessee shall be entitled to use all available water on or extracted from the Premises as Lessee deems necessary to conduct its operations. Lessee may drill, dig, and/or excavate one or more wells on the Premises, and extract water therefrom, for the purposes of servicing, construction, operating, and maintaining the Project, including purposes ancillary thereto such as dust mitigation.

12. Termination by Lessee. In addition to Lessee's other termination rights set forth in the Lease, Lessee reserves the right to terminate the Lease at any time after the Commercial Operation Date upon not less than one (1) year's notice to Owner. Lessee further reserves the right to terminate the Lease as to any part of the Premises at any time after the Commercial Operation Date upon not less than one (1) year's notice to Owner. Notwithstanding the foregoing, prior to the Commercial Operation Date, Lessee may terminate the Lease at any time.

13. Liens: Owner represents that Owner has not granted, and agrees that Owner will not grant, any mortgages, deeds of trust, voluntary liens, security interests or any other encumbrance encumbering all or any portion of the Premises, other than as set forth on Exhibit "D" to the Lease or shown of record in the Recorder's Office of Yakima/Benton County, Washington. Owner agrees to execute all documents reasonably requested by Lessee as are determined by Lessee to be necessary or appropriate to allow Lessee to enjoy the Premises without material interference.

14. **Right of Purchase or Refusal.** Lessee does not have any right of purchase of or refusal on the Premises or any part thereof.

15. **Interpretation; Conflicts:** This Memorandum contains only selected provisions of the Lease, and reference is made to the full text of the Lease for the full terms and conditions. This Memorandum shall in no way alter, amend, modify, change, supersede or be used to interpret the Lease in any respect. This Memorandum is executed by the parties solely for the purpose of recordation in the Recorder's Office of Yakima/Benton County, Washington, and it is the intent of the parties that it shall give notice to and confirm the Lease to the same extent as if all of the provisions of the Lease were fully set forth herein. The Lease is hereby incorporated by reference into this Memorandum, and the parties hereby ratify and confirm all of the provisions of the Lease. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. A copy of the Lease is on file with Owner and Lessee and information regarding the Lease may be obtained from either Owner or Lessee at its address noted in the recitals to this Memorandum.

15. **Governing Law:** This Memorandum shall be construed in accordance with the laws of the State of Washington.

17. **Counterparts:** This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

[signature pages follow]

IN WITNESS WHEREOF, this Memorandum is effective as of the date first written above.

OWNER(S):

Robin Robert
Robin Robert

STATE OF WASHINGTON

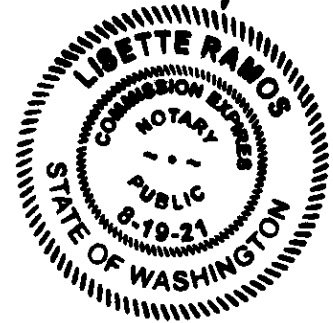
)
) SS.
)

COUNTY OF Yakima

This record was acknowledged before me on June 22, 2020 by Robin Robert.

Libette Ramos
Notary Public in and for the State of Washington

My Commission Expires: 8/19/2021



[signatures continue on following page]

Unofficial Copy

LESSEE:

**INNERGEX RENEWABLE DEVELOPMENT
USA, LLC**
a Delaware limited liability company

By: [Signature]
Name: Colleen Giroux-Schmidt
Title: vice President Corporate Relations

Province OF British Columbia
City
COUNTY OF Vancouver

)
) SS.
)

The foregoing instrument was acknowledged before me this 18 day of June, 2020 by Colleen Giroux-Schmidt as VP of Innergex Renewable Development USA, LLC, a Delaware limited liability company, on behalf of such company.

[Signature]
Notary Public in and for the State of British Columbia
Province

My Commission Expires: Does not expire.

ROBERT R. JUNG
Barrister & Solicitor
INNERGEX RENEWABLE ENERGY INC
888 DUNSMUIR STREET, SUITE 3100
VANCOUVER, B.C. V6C 3K4
TEL: (604) 633-0000 FAX: (604) 633-0001

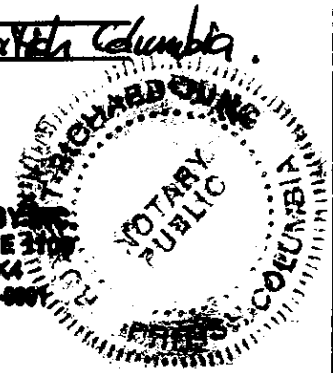


EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

The Southeast Quarter of Section 29, Township 12 North, Range 24, situated in Benton County, Washington.

Approximately 160 acres total.

Auditor's Parcel Number: 1-2924-400-0000-000.

"Unofficial Copy"

After Recording Return to:

Innergex Renewable Development USA, LLC
4660 La Jolla Village Drive
Suite 680
San Diego, CA 92122
Attn: Landowner Relations

AMENDED MEMORANDUM OF SOLAR ENERGY LEASE

GRANTOR/OWNER: Wautoma Valley LLC, a Washington limited liability company

GRANTEE/LESSEE: Innergex Renewable Development USA, LLC, a Delaware limited liability company

Legal Description:

Abbreviated Form: Tract 8: SEC 32, T12N, R24 EWM: N 60 Acres NE 1/4,
Tract 9: SEC 32, T12N, R24 EWM: N 1/2 SW 1/4; NW 1/4; S 100 Acres NE
1/4

Additional Legal is on Exhibit A attached to document

Assessor's Tax Parcel ID No.: Tract 8: 1-3324-100-0001-000
Tract 9: 1-3224-100-0002-000

Reference Number(s) of Related Documents(s): 2021-008159

AMENDMENT TO THE MEMORANDUM OF SOLAR ENERGY LEASE

THIS AMENDMENT TO THE MEMORANDUM OF SOLAR ENERGY LEASE (this "Amendment") is being made this 22 day of September, 2021, but shall be effective as of the 22 day of September, 2021, by and between Wautoma Valley LLC, a Washington limited liability company having an address at 5305 MACLALEN CT. YAKIMA WA 98908 ("Owner"), and INNERGEX RENEWABLE DEVELOPMENT USA, LLC, a Delaware limited liability company, having an address at c/o Innergex Renewable Energy Inc., Suite 1100 – 888 Dunsmuir St., Vancouver, B.C. V6C 3K4, Canada, Attn: Legal (together with its successors and assigns, "Lessee"), who agree as follows:

RECITALS

- A. Owner and Lessee entered into that certain Memorandum of Lease dated as of June 10, 2020, filed of record in the Benton County official records as Auditor's File Number 2021-008159 (the "Memorandum of Lease") related to a Solar Energy Lease dated June 10, 2020 (the "Lease").
- B. Owner and Lessee desire to enter into this Amendment for purposes of adding certain real property to the Premises as described in the Memorandum of Lease to reflect an amendment to the Lease which expands the Premises subject to the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

MEMORANDUM

1. Additional Premises. The Premises as described in Exhibit "A" of the Memorandum of Lease is hereby amended to add and include that certain property containing approximately 400 acres of land described on Exhibit "A-1" attached hereto and made a part hereof, together with all surface and air space rights above, over, and across such land. Any reference to the approximate acreage of the Premises in the Memorandum of Lease is hereby amended to read 1,996.01 acres. For avoidance of doubt, this Amendment does not subtract any portion of the Premises as described in the Memorandum of Lease.
2. Other Terms and Conditions. Except as specifically amended herein, all of the terms and conditions of the Memorandum of Lease shall remain in full force and effect.
3. Definitions. All terms used herein, unless otherwise specified, shall have the meanings ascribed to them in the Memorandum of Lease.

4. Counterparts: This Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

[signature pages follow]

IN WITNESS WHEREOF, this Amendment is effective as of the date first written above.

OWNER(S):

WAUTOMA VALLEY, LLC,
a Washington limited liability company

By: *Douglas Robert*
Name: Douglas Robert
Title: MEMBER/MANAGER

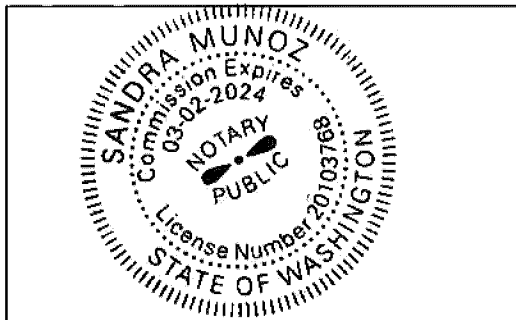
By: *Marilyn R. Ford*
Name: Marilyn R. Ford
Title: Member

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF Washington)
COUNTY OF Takima) ss.

This record was acknowledged before me on 9/22/, 2021 by Douglas Robert & Marilyn Ford
as members of Wautoma Valley LLC, a Washington limited liability company.



(Use this space for notarial stamp/seal)

Sandra Munoz
Notary Public
Print Name Sandra Munoz
My commission expires 03-02-2024

LESSEE:

**INNERGEX RENEWABLE DEVELOPMENT
USA, LLC**
a Delaware limited liability company

By: [Signature]
Name: MATTHEW KENNEDY
Title: VP ENVIRONMENT

ACKNOWLEDGMENT

Province
STATE OF British Columbia)
City
COUNTY OF Vancouver) ss.

This record was acknowledged before me on September 22, 2021 by Matt Kennedy,
as VP Environment of Innergex Renewable Development USA, LLC, a Delaware limited
liability company.

ROBERT R. JUNG
Barrister & Solicitor
INNERGEX RENEWABLE ENERGY INC.
888 DUNSMUIR STREET, SUITE 1100
VANCOUVER, B.C. V8C 3K4
TEL: (804) 633-9990 FAX: (604) 633-9991

[Signature]
Notary Public
Print Name Robert Jung
My commission expires Does not expire.

(Use this space for notarial stamp/seal)

EXHIBIT "A-1"

LEGAL DESCRIPTION OF ADDITIONAL PREMISES

TRACT EIGHT:

The North 60 acres of the Northeast Quarter of Section 32, Township 12 North, Range 24, E.W.M., records of Benton County Washington. SUBJECT TO patents, state or railroad deeds, buildings or use restrictions general to the area, zoning regulations, reserved oil and/or mineral rights, utility easements of record, rights of way or easements shown on the plat or visible by inspection, any future adjudication of surface water rights by appropriate federal and/or state proceeding, and any other easements, conditions, covenants, restrictions, agreements, reservations, and rights of way in use or of record, and liability for future assessments, if any.

Approximately 60 acres total.

Auditor's Parcel Number: 1-3224-100-0001-000.

TRACT NINE:

The North Half of the Southwest Quarter, the Northwest Quarter, and the South 100 acres of the Northeast Quarter, all of Section 32, Township 12 North, Range 24, E.W.M., records of Benton County Washington, SUBJECT TO patents, state or railroad deeds, buildings or use restrictions general to the area, zoning regulations, reserved oil and/or mineral rights, utility easements of record, rights of way or easements shown on the plat or visible by inspection, any future adjudication of surface water rights by appropriate federal and/or state proceeding, and any other easements, conditions, covenants, restrictions, agreements, reservations, and rights of way in use or of record, and liability for future assessments, if any.

Approximately 340 acres total.

Auditor's Parcel Number: 1-3224-100-0002-000.



After Recording Return to:

Innergex Renewable Development USA, LLC
4660 La Jolla Village Drive
Suite 680
San Diego, CA 92122
Attn: Landowner Relations

MEMORANDUM OF SOLAR ENERGY LEASE

GRANTOR/OWNER: Wautoma Valley, LLC, a Washington Limited Liability Company

GRANTEE/LESSEE: Innergex Renewable Development USA, LLC, a Delaware Limited Liability Company

Legal Description:

Abbreviated Form:

- Tract 1: Ptn Sec. 30, T12N, R24, E.W.M.
- Tract 2: W ½, W ½, Sec. 19, T12N, R24, E.W.M.
- Tract 3: Ptn SE ¼, Sec. 19, T12N, R24, E.W.M.
- Tract 4: Ptn SW ¼, Sec. 19, T12N, R24, E.W.M.
- Tract 5: Ptn E ½, SE ¼, Sec. 19, T12N, R24, E.W.M.
- Tract 6: Ptn N ½, of Sec. 21, T12N, R24, E.W.M.,
- Tract 7: Ptn N ½, of Sec. 20, T12N, R24, E.W.M.

Additional Legal is on Exhibit A attached to document

Assessor's Tax Parcel ID No. :

- Tract 1: 1-3024-200-0001-000, 1-3024-100-0000-000, 1-3024-200-0003-000, and 1-3024-400-0000-000
- Tract 2: 1-2924-200-0001-000
- Tract 3: 1-1924-400-0001-001
- Tract 4: 1-1924-300-0001-001
- Tract 5: 1-1924-400-0002-000
- Tract 6: 1-2124-100-0001-000
- Tract 7: 1-2024-100-0001-000 and 1-2024-200-0001-000

MEMORANDUM OF SOLAR ENERGY LEASE

THIS MEMORANDUM OF SOLAR ENERGY LEASE (this "Memorandum") is being made this 10 day of June, 2020, but shall be effective as of the 10 day of June, 2020, by and between Wautoma Valley, LLC having an address at YAKIMA, WA ("Owner"), and INNERGEX RENEWABLE DEVELOPMENT USA, LLC, a Delaware limited liability company, having an address at c/o Innergex Renewable Energy Inc., Suite 1100 → 888 Dunsmuir St., Vancouver, B.C. V6C 3K4, Canada, Attn: Legal (together with its successors and assigns, "Lessee"), who agree as follows:

1. Lease Agreement: Owner and Lessee certify that they have entered into that certain Solar Energy Lease (the "Lease") with an effective date of June 10, 2020 (the "Effective Date"), and hereby make specific reference to the terms, provisions, and conditions of the Lease as hereinafter set forth. Unless otherwise expressly provided herein, all capitalized terms used in this Memorandum shall have the same meanings ascribed to such terms in the Lease.

2. Premises: All that certain property containing approximately 1,596.01 acres of land described on Exhibit "A" attached hereto and made a part hereof, together with all surface rights and air space rights above, over, and across such land. The exact portion of the Premises to be leased by Lessee for the siting of the Generating Facility (the "Site") shall be determined prior to the end of the Development Term (as defined below), based on the results of a survey to be obtained by Lessee during the Development Term.

3. Development Term: The period commencing on the Effective Date and ending on the earlier of (i) the third (3rd) anniversary of the Effective Date, or (ii) the date Lessee begins the initial construction of Generating Facility Assets on the Premises (the "Construction Start Date"); provided however, that Lessee shall have the option to extend the Development Term for two (2) periods of one (1) year each, subject to the terms and conditions set forth in the Lease.

4. **Construction Term**: The period commencing on the Construction Start Date and ending on the first (1st) day the Project generates, sells, and delivers electricity in commercial quantities (i.e., excluding test runs of the facilities) to a purchaser, including but not limited to a utility or cooperative, subject to the terms and conditions set forth in the Lease (the "**Commercial Operation Date**").

5. **Lease Term**: The period commencing on the Commercial Operation Date and expiring on the thirtieth (30th) anniversary of the Commercial Operation Date (the "**Initial Lease Term**"); **provided, however**, that Lessee, at its option, shall have the right to extend the term of the Lease for two additional periods of ten (10) years each (each, an "**Extension Term**"), commencing on the expiration of the Initial Lease Term, or the expiration of the first Extension Term, as applicable. The Development Term, Construction Term, and Lease Term shall hereafter be collectively referred to as the "**Term**."

6. **Automatic Termination**: If construction of the Generating Facility Assets on the Premises has not started before the expiration of the Development Term, the Lease shall terminate and be of no further force or effect except for obligations set forth therein that expressly survive such termination, without any further action being necessary on the part of Owner or Lessee.

7. **Use of the Premises**:

A. During the Term, Lessee has the right to use the Premises to conduct studies of, without limitation, solar radiation, solar energy, and soils, and collect other meteorological, archaeological, biological, hydrological, and geotechnical data, for surveys, and for installation, construction, operation, maintenance, repair, improvement, replacement, and removal of the Generating Facility and uses incidental thereto (the "**Permitted Use**"), and for no other business or purpose. During the Construction Term and Lease Term, Lessee shall have exclusive possession of the Site and shall have the sole and exclusive right to use the Site for solar operations and to convert all of the solar resources of the Site for solar energy generation and purposes ancillary thereto. The Permitted Use includes, without limitation, the following:

(i) the exclusive easement and right to erect, construct, reconstruct, install, reinstall, replace, relocate, remove, operate, maintain and use the following from time to time, on, under, over, and across the Premises, in connection with the Generating Facility, whether such Generating Facility is located on the Premises or elsewhere on one or more solar energy projects (in such locations as Lessee shall determine from time to time in the exercise of its sole discretion after notice to Owner): (a) solar energy collection cells, panels, mirrors, lenses, combiner boxes, inverters, battery and energy storage facilities, and other related facilities necessary to harness and store sunlight for photovoltaic or solar thermal electric energy generation, including without limitation, fossil fuel-based boilers, heating, and power generation systems installed in connection with the foregoing facilities, existing and future

technologies used or useful in connection with the generation of electricity from sunlight, and associated support structures, foundations, racking, braces, wiring, plumbing, and related equipment constructed on the Premises; (b) a line or lines of towers, with such wires and cables as from time to time are suspended therefrom, and above ground and/or underground wires and cables, for the transmission, distribution, and collection of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, cross-arms, and other appliances and fixtures for use in connection with said towers, wires, and cables; (c) facilities consisting of: (1) one or more substations for electrical collection, to step up the voltage, interconnect to transmission line or lines, and meter electricity, together with the right to perform all other ancillary activities normally associated with such a facility as may be necessary or appropriate as determined by Lessee to service the Generating Facility, regardless where located, and regardless of whether required by any applicable law, governmental entity, transmission operator, or otherwise, and (2) an operations and maintenance building, equipment, and storage yard for purposes of performing operations and maintenance service on the Generating Facility, regardless of where located, together with the right to perform all other ancillary activities normally associated with such an operation, including the installation of a well to provide water to such operations and maintenance building; (d) any other improvements, including roads, fixtures, facilities, fences, gates, machinery, and equipment useful or appropriate to accomplish any of the foregoing (the facilities described in (a) through (d) shall also constitute "Generating Facility Assets"); and (e) with all necessary easements therefor;

(ii) an exclusive easement and right over and across the Premises and any adjacent property owned by Owner not included in the Site for any audio, visual, view, light, shadow, noise, vibration, electromagnetic, or other effect of any kind or nature whatsoever resulting, directly or indirectly, from the Generating Facility;

(iii) an exclusive easement and right to capture, use, and convert the unobstructed solar resources over and across the Premises and any adjacent property owned by Owner not included in the Site; any obstruction to the receipt of and access to sunlight throughout the entire area of the Premises is prohibited;

(iv) an easement and right on the Premises to prevent measurable diminishment in output due to obstruction of the sunlight across the Premises including but not limited to an easement right to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation and fire and electrical hazards now or hereafter existing on the Premises which might obstruct receipt of or access to sunlight throughout the Premises or interfere with or endanger the Generating Facility or Lessee's operations, as determined by Lessee;

(v) the easement and right of subjacent and lateral support on the Premises to whatever is necessary for the operation and maintenance of the Generating Facility, including, without limitation, guy wires and supports;

(vi) a non-exclusive easement for audio, visual, view, light, electromagnetic, electrical and radio frequency interference, and any other effects attributable or ancillary to the Generating Facility or Lessee's operations (such as transmission of radio waves or communication signals); and

(vii) the easement and right to undertake any such purposes or other activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee determines are necessary, useful or appropriate to accomplish any of the purposes or uses set forth in the Lease or that are compatible with or related to such purposes or uses.

The easement rights granted by Owner under the Lease constitute **EASEMENTS IN GROSS**, personal to and for the benefit of Lessee, its successors and assigns, as owner and holder of such easements, and the parties expressly agree that such easement rights shall be transferable in accordance with the assignment provisions of the Lease. The parties expressly intend for all easement rights in the Lease to be, and for the Lease to create, **EASEMENTS IN GROSS** in Lessee, and neither such easements nor the Lease shall be appurtenant to any other property or interest.

B. Lessee shall have the right to construct structures on the Site Lessee determines are reasonably necessary, required, or useful in conjunction with the operation or maintenance of the Generating Facility or enabling the Generating Facility to be connected to an electricity distribution or transmission network.

C. If any portion of the Premises is designated as Mineral Holdouts (as defined in the Lease), then, notwithstanding anything to the contrary herein or in the Lease, Lessee may utilize such Mineral Holdouts as a construction lay-down area during the Construction Term and Lease Term if such area is not then being used for mineral development. Lessee and Owner shall cooperate with each other to provide reasonable accommodation for any holders of mineral rights to access and utilize the Mineral Holdouts space, provided that such activity does not interfere in any respect with the Permitted Use.

D. Lessee shall have the sole and exclusive right to collect and convert all of the solar resources of, and to conduct its operations on, the Premises. Owner shall not grant any rights in the Premises purporting to permit others to conduct operations on the Premises in derogation of Lessee's sole and exclusive rights. Without the prior written consent of Lessee, Owner shall not (i) waive any right available to Owner or grant any right or privilege subject to the consent of Owner by law or contract, including without limitation any environmental regulation, land use ordinance, or zoning regulation, with respect to setback requirements, noise limitations, or other restrictions and conditions respecting the placement or use of the Generating Facility and other equipment ancillary to the Project (as defined in the Lease) on parcels adjacent to or in the vicinity of the Premises, or (ii) grant, confirm, acknowledge, recognize, or acquiesce in any right claimed by any other Person to conduct operations on the Premises whether arising in judicial proceedings or otherwise, and Owner agrees to give Lessee

notice of any such claims or proceeding with respect to such claims and to cooperate with Lessee in resisting and disputing such claims.

8. Ownership:

A. Owner acknowledges and agrees that Lessee or its affiliate, successor, or assignee is the exclusive owner and operator of the Generating Facility, Owner has no rights to the Generating Facility or any part of it (notwithstanding that the Generating Facility or any of the Generating Facility Assets may be deemed improvements or fixtures on the Site), and Owner may not sell, lease, assign, mortgage, pledge, or otherwise alienate or encumber (collectively, a "Transfer") the Generating Facility or any interest therein or the leasehold rights to the Site, whether with the fee interest or any other rights to the Site otherwise held by Owner. Owner shall give Lessee at least thirty (30) days' written notice prior to any Transfer of all or a portion of the Site identifying the transferee, the portion of Site to be transferred, and the proposed date of Transfer.

B. Owner agrees and acknowledges that the Generating Facility and all Generating Facility Assets shall remain the property of Lessee, and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered improvements, fixtures or attachments to real property under applicable laws. Owner shall have no ownership, lien, security interest, or other interest in any part of the Generating Facility, the Generating Facility Assets, or any profits or proceeds derived therefrom. Owner hereby waives all rights or claims (whether under statutory law, common law, or otherwise) that it may have in or otherwise with respect to the Generating Facility and the Generating Facility Assets, including, without limitation, any Owner's lien or other encumbrance on any property of Lessee.

C. Owner acknowledges that Lessee (or, as applicable, its affiliate(s), successor(s), or assignee(s)) is the exclusive owner of all (i) energy generated by the Generating Facility and (ii) Environmental Attributes and Environmental Incentives of the Generating Facility (as such terms are defined in the Lease).

D. Notwithstanding the exclusive nature of the Lease, but without limiting any of Lessee's obligations under the Lease, nothing expressly stated or implied in the Lease or represented to Owner shall be construed as requiring Lessee to: (i) undertake construction, installation or operation of all or any portion of the Project on the Premises or elsewhere; (ii) generate or sell any minimum or maximum amount of energy from the Site or any other portion of the Premises; (iii) continue operations of all or any portion of the Project from time to time located on the Site or elsewhere; or (iv) prohibit Lessee from removing all or any portion of the Project from the Premises.

9. No Interference: Lessee shall peaceably, quietly, and exclusively hold and enjoy the Premises from and after the Effective Date and continuing until the expiration or earlier

termination of the Lease, without hindrance from Owner or those claiming title or possession by, through or under Owner, subject to the Existing Rights (as defined in the Lease) and the performance by Lessee of all of the terms and conditions of the Lease to be performed by Lessee. Owner will not interfere with the passage of solar radiation onto the Premises during the Lease Term or take any action that would interfere with such passage while the Project is in operation. Owner shall not conduct any activity, or grant any rights to any third party, whether on the Premises or elsewhere, that would interfere in any way with or materially increase the cost of Lessee's use of the Premises or exercise of any of the rights granted under the Lease, including for greater certainty the planting of trees, unmaintained growth of foliage, construction of any improvement, structure, impediment, wall, fence, or other object on the Premises or other adjacent real property that could adversely affect the passage of solar radiation onto the Site.

10. Ownership and Use by Owner of Mineral Rights. The parties agree that Owner shall retain all mineral rights (the "Mineral Rights") and water rights in connection with the Site owned by Owner as of the Effective Date with the limitation during the Term that Owner expressly releases and waives, on behalf of itself and its successors and assigns, all rights of ingress and egress to enter upon the surface of the Site (other than the Mineral Holdouts), and the area located between the surface and one thousand (1,000) feet beneath the surface of the Site for purposes of exploring for, developing, drilling, producing, transporting, or any other purposes incident to the development or production of oil, gas, or other minerals. The foregoing provision shall be a covenant running with the land binding upon any party owning any interest in, or rights to develop or use the Mineral Rights, and all future owners and lessees of any such rights, titles, or interests in or to the Mineral Rights, shall be subject to and burdened by the foregoing waiver of rights and automatically be deemed to include a contractual waiver by the lessee, assignee, or grantee, as applicable. However, nothing herein contained shall be construed to prevent Owner, its successors and assigns, from obtaining oil, gas and other minerals by directional drilling under the Site from well sites located on the Mineral Holdouts or tracts other than the Site, so long as such directional drilling is located at a minimum depth of one thousand (1,000) feet below the surface of the Site.

11. Use of Water by Lessee. During the Term Lessee shall be entitled to use all available water on or extracted from the Premises as Lessee deems necessary to conduct its operations. Lessee may drill, dig, and/or excavate one or more wells on the Premises, and extract water therefrom, for the purposes of servicing, construction, operating, and maintaining the Project, including purposes ancillary thereto such as dust mitigation.

12. Termination by Lessee. In addition to Lessee's other termination rights set forth in the Lease, Lessee reserves the right to terminate the Lease at any time after the Commercial Operation Date upon not less than one (1) year's notice to Owner. Lessee further reserves the right to terminate the Lease as to any part of the Premises at any time after the Commercial Operation Date upon not less than one (1) year's notice to Owner. Notwithstanding the

foregoing, prior to the Commercial Operation Date, Lessee may terminate the Lease at any time.

13. **Liens:** Owner represents that Owner has not granted, and agrees that Owner will not grant, any mortgages, deeds of trust, voluntary liens, security interests or any other encumbrance encumbering all or any portion of the Premises, other than as set forth on Exhibit "D" to the Lease or shown of record in the Recorder's Office of Yakima/Benton County, Washington. Owner agrees to execute all documents reasonably requested by Lessee as are determined by Lessee to be necessary or appropriate to allow Lessee to enjoy the Premises without material interference.

14. **Right of Purchase or Refusal.** Lessee does not have any right of purchase of or refusal on the Premises or any part thereof.

15. **Interpretation; Conflicts:** This Memorandum contains only selected provisions of the Lease, and reference is made to the full text of the Lease for the full terms and conditions. This Memorandum shall in no way alter, amend, modify, change, supersede or be used to interpret the Lease in any respect. This Memorandum is executed by the parties solely for the purpose of recordation in the Recorder's Office of Yakima/Benton County, Washington, and it is the intent of the parties that it shall give notice to and confirm the Lease to the same extent as if all of the provisions of the Lease were fully set forth herein. The Lease is hereby incorporated by reference into this Memorandum, and the parties hereby ratify and confirm all of the provisions of the Lease. In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. A copy of the Lease is on file with Owner and Lessee and information regarding the Lease may be obtained from either Owner or Lessee at its address noted in the recitals to this Memorandum.

15. **Governing Law:** This Memorandum shall be construed in accordance with the laws of the State of Washington.

17. **Counterparts:** This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

[signature pages follow]

IN WITNESS WHEREOF, this Memorandum is effective as of the date first written above.

Walter Bebet
Marilyn R. Ford

OWNER(S):

[Signature]

John Robert, Authorized Manager

STATE OF WASHINGTON)

) SS.

COUNTY OF YAKIMA)

This record was acknowledged before me this 10th day of June, 2020, by John Robert, as Authorized Manager of Wautoma Valley, LLC, a Washington Limited Liability Company.

[Signature]

Notary Public in and for the State of WA

My Commission Expires: June 27, 2020



[signatures continue on following page]

Unofficial Copy

STATE OF WASHINGTON)
)SS
COUNTY OF YAKIMA

On this day personally appeared before me Douglas L Robert to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10th day of June, 2020.

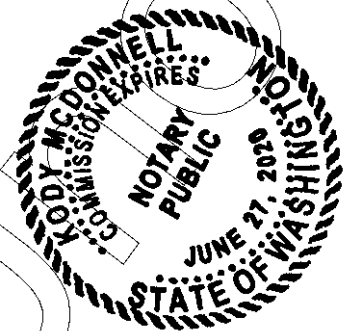


[Signature]
Notary Public in and for the State of WA
Washington, residing at Yakima
My appointment expires June 27, 2020

STATE OF WASHINGTON)
)SS
COUNTY OF YAKIMA

On this day personally appeared before me Marilyn R. Ford to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10th day of June, 2020.



[Signature]
Notary Public in and for the State of WA
Washington, residing at Yakima
My appointment expires June 27, 2020

LESSOR:

**INNERGEX RENEWABLE DEVELOPMENT
USA, LLC**
a Delaware limited liability company

By: [Signature]
Name: Colleen Giroux-Schmidt
Title: Vice President, Corporate Relations

Province OF British Columbia
City
COUNTY OF Vancouver

)
) SS.
)

The foregoing instrument was acknowledged before me this 18 day of June, 2020, by VP - Colleen Giroux-Schmidt, VP of Innergex Renewable Development USA, LLC, a Delaware limited liability company, on behalf of such company.

[Signature]
Notary Public in and for the State of British Columbia
Province

My Commission Expires: Does not expire

ROBERT R. JUNG
Barrister & Solicitor
INNERGEX RENEWABLE ENERGY INC.
688 DUNSMUIR STREET, SUITE 700
VANCOUVER, B.C. V6C 3K4
TEL: (604) 693-8900 FAX: (604) 693-8901

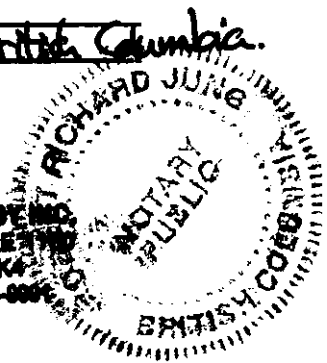


EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

[to be attached]

TRACT ONE:

All of Section 30, Township 12 North, Range 24, E.W.M., records of Benton County, Washington; EXCEPT Parcel No. 1-3024-200-0002-000, being the North 723 feet of the West 723 feet; AND EXCEPT Parcel No. 1-3024-3000-0000-000, being the SE ¼ of the SE ¼ of the SW ¼ of Section 30, Township 12 North, Range 24; SUBJECT TO patents, state or railroad deeds, buildings or use restrictions general to the area, zoning regulations, reserved oil and/or mineral rights, utility easements of record, rights of way or easements shown on the plat or visible by inspection, any future adjudication of surface water rights by appropriate federal and/or state proceeding, and any other covenants, restrictions, agreements, reservations, and rights of way in use or of record, and liability for future assessments, if any.

Approximately 580 acres total.

Auditor's Parcel Number: 1-3024-200-0001-000, 1-3024-100-0000-000, 1-302-200-0003-000, and 1-3024-400-0000-000.

TRACT TWO:

The West half of the West half of Section 29, Township 12 North, Range 24 East, W.M., Benton County, Washington.

Approximately 160 acres total.

Auditor's Parcel Number: 1-2924-200-0001-000.

TRACT THREE:

Section 19, Township 12 North, Range 24, described as follows: The East 200 Feet of the East One-Half of the Southeast Quarter 3-0-77 Except the East 46 Feet of the South 519.37 Feet of the South 519.37 Feet of the Southeast Quarter and Except the East 76 feet of the South 654.85 Feet of the Southeast Quarter and Except the West 124 Feet of the East 200 Feet of the South 60 Feet, Certificate of Water Right 10/27/77, Quit Claim Deed to County for Road 3/18/74 situated in Benton County, Washington.

Approximately 11 acres total.

Auditor's Parcel Number: 1-1924-400-0001-001.

TRACT FOUR:

THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 12 NORTH, RANGE 24 EAST, W.M. EXCEPT THAT PORTION OF GOVERNMENT LOT 4 (SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER) OF SAID SECTION 19 DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION, THENCE NORTH 87° 32' 11" EAST ALONG THE SOUTH LINE THEREOF (REFERENCE BEARING) 429.00 FEET; THENCE NORTH 0° 37' 12" WEST 1088.21 FEET; THENCE SOUTH 87° 32' 11" WEST 419.55 FEET, MORE OR LESS TO THE WEST LINE OF SAID SECTION 19; THENCE SOUTH 0° 07' 23" EAST FOR 1088.55 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF SAID SECTION AND THE POINT OF BEGINNING. AND EXCEPT THE SOUTH 60.00 FEET THEREOF FOR ROAD; AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, EXCEPT THE SOUTH 60.00 FEET THEREOF FOR ROAD; ALSO EXCEPT THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 12 NORTH, RANGE 24 EAST, W.M. EXCEPT THE SOUTH 1087.64 FEET THEREOF.

Approximately 195 acres total.

Auditor's Parcel Number: 1-1924-300-0001-001

TRACT FIVE:

The East 1/2 of the Southeast 1/4 of Section 19, Township 12 North, Range 24, E.W.M.; EXCEPT the East 200 feet, records of Benton County, Washington. SUBJECT TO patents, state or railroad deeds, buildings or use restrictions general to the area, zoning regulations, reserved oil and/or mineral rights, utility easements of record, rights of way or easements shown on the plat or visible by inspection, any future adjudication of surface water rights by appropriate federal and/or state proceeding, and any other covenants, restrictions, agreements, reservations, and rights of way in use or of record, and liability for future assessments, if any.

Approximately 68 acres total.

Auditor's Parcel Number: 1-1924-400-0002-000.

TRACT SIX:

The North $\frac{1}{2}$ of Section 21, Township 12 North, Range 24, E.W.M., records of Benton County, Washington; EXCEPTING OUT A tract of land in the East half of the Northeast Quarter of Section 20 and the West half of the Northwest Quarter of Section 21, all in Township 12 North, Range 24 East, Willamette Meridian, Benton County, Washington, more particularly described with reference to the Washington Coordinate System (NAD83/91), South Zone, as follows: Beginning at a 3 $\frac{1}{4}$ inch Bonneville Power Administration (BPA) aluminum cap monument on the south line of the north half of said Section 20, said BPA monument bears South.87 $\frac{1}{2}$ 20'46"West, a distance of 357.07 feet from the East one-quarter corner of said Section 20, said corner evidenced by a 2 inch aluminum cap monument marked LS 16909; thence along said south line S.87 $\frac{1}{2}$ 20'46"West, a distance of 369.92 feet to a 3 $\frac{1}{4}$ inch BPA aluminum cap monument; thence leaving said south line North 28 $\frac{1}{2}$ 00'42"West, a distance of 694.08 feet to a point on the easterly boundary of the 125 feet wide right-of-way for the BPA Big Eddy-Midway Transmission Line, said right-of-way described in Volume 109, Page 84, deed records of Benton County; thence along said easterly right-of-way boundary N.19 $\frac{1}{2}$ 18'22"E, a distance of 556.83 feet to a point on a line that bears S.61 $\frac{1}{2}$ 59' 18"W, from a 3 $\frac{1}{4}$ inch BPA aluminum cap monument; thence leaving said easterly right-of-way boundary N.61 $\frac{1}{2}$ 59' 18"E, a distance of 1330.66 feet to said 3 $\frac{1}{4}$ inch BPA aluminum cap monument; thence S.28 $\frac{1}{2}$ 00' 42"E, a distance of 1230.00 feet to a 3 $\frac{1}{4}$ inch BPA aluminum cap monument; thence S.61 $\frac{1}{2}$ 59'18"W, a distance of 1405.72 feet to the point of beginning. Together with a strip of land 120 feet wide over and across the North $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, the West $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and that portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ lying westerly of the hereinbefore described tract of land, all in said Section 20. The boundaries of said strip of land lie 60 feet on each side of and parallel with the survey line for the BPA Wautoma Substation Entrance Road. Said survey line is described with reference to the Washington Coordinate System (NAD83/91), South Zone, as follows: Beginning at survey station 0+00.0, a point in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 20 which bears N.23 $\frac{1}{2}$ 08'55"W, a distance of 1156.7 feet from the East one-quarter corner of said Section 20; thence N.58 $\frac{1}{2}$ 11' 05"W, a distance of 14.8 feet to survey station 0+14.8, the beginning of a tangent curve to the left having a radius of 68.0 feet; thence westerly along said curve through a central angle of 29 $\frac{1}{2}$ 04'18" an arc length of 34.5 feet to survey station 0+49.3; thence N.87 $\frac{1}{2}$ 15'23"W, a distance of 949.2 feet to survey station 9+98.5, the beginning of a tangent curve to the right having a radius of 500.0 feet; thence westerly along said curve through a central angle of 22 $\frac{1}{2}$ 10'09" an arc length of 193.4 feet to survey station 11+91.9; thence N.65 $\frac{1}{2}$ 05' 14"W, a distance of 1997.4 feet to survey station 31+89.3, the beginning of a tangent curve to the left having a radius of 500.0 feet; thence westerly along said curve through a central angle of 10 $\frac{1}{2}$ 12'42" an arc length of 89.1 feet to survey station 32+78.4; thence N.75 $\frac{1}{2}$ 17'56"W, a distance of 957.5 feet to survey station 42+35.9, the beginning of a tangent curve to the right having radius of 500.0 feet; thence westerly along said curve through a central angle of 13 $\frac{1}{2}$ 22'37" an arc length of 116.7 feet to survey station 43+52.6; thence N.61 $\frac{1}{2}$ 55' 19"W, a distance of 26.8 feet to survey station 43+79.4, the beginning of a tangent curve to the left having a radius of 500.0 feet; thence westerly along said curve through a central angle of 31 $\frac{1}{2}$ 45'06" an arc length of 277.1 feet to survey station 46+56.5, a point in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 17, said Township and Range, which bears N.79 $\frac{1}{2}$ 01,27"E, a distance of 558.6 feet from the Southwest corner of said Section 17. WAUT-SS-1 contains 57.75 acres, more or less. Together with easement described as follows: (AUC-62-A-1) That part of a 150 foot wide right-of-way for the Bonneville Power Administration (BPA) Schultz-Wautoma No.1 Transmission Line, over and across the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21, Township 12 North, Range 24 East, of the Willamette

Meridian, Benton County, State of Washington. The boundary lines of said right-of-way lie 75 feet distant easterly from and 75 feet distant westerly from and parallel with the survey centerline as monumented on the ground for the BPA Schultz-Wautoma No. 1 Transmission Line. The southerly terminus of this right-of-way falls at survey centerline station 3103+00.9 on a line drawn as follows, to wit: Beginning at a found 3 1/4 inch BPA Aluminum cap on a 5/8 inch iron rebar, which point lies N.53°57'06"E, a distance of 1094.0 feet from a found 2 inch Aluminum cap on a 1/2 inch iron rod marking the one-quarter corner common to sections 20 and 21, Township 12 North, Range 24 East, of the Willamette Meridian, Benton County, Washington; thence N.28°00'42"W, a distance of 1230.0 feet to a found 3 1/4 inch BPA Aluminum cap on a 5/8 inch iron rebar; thence S.61°59'18"W, a distance of 457.6 feet to a found 3 1/4 inch BPA Aluminum cap on a 5/8 inch iron rebar marking the point of terminus. The survey centerline is described with reference to the Washington Coordinate System (NAD83/91), South Zone, as follows: Beginning at survey equation station 0+73.0 back equals 3000+00.0 ahead, which point is marked by a set 5/8 inch iron rod with 3 1/4 inch Aluminum cap, and which point lies S.38°05'17"W., a distance of 4964.1 feet from a found 5/8 inch iron rebar with yellow plastic cap marking the one-quarter section corner common to Sections 3 and 4, Township 12 North, Range 24 East, of the Willamette Meridian, Benton County, Washington; thence S.13°27'50"W, a distance of 806.6 feet to survey station 3008+06.6; thence S.08°44'19"W, a distance of 4286.9 feet to survey station 3050+93.5; thence S.11°02'41"W, a distance of 5667.6 feet to survey equation station 3107+61.1 back equals 1530+00.0 ahead, which point lies S.16°52'43"E, a distance of 1517.2 feet from a found 2 inch Aluminum cap on a 5/8 inch iron rod marking the section corner common to Sections 16, 17, 20 and 21, Township 12 North, Range 24 East, of the Willamette Meridian, Benton County, Washington. BPA Tract AUC-62-A- 1 contains 3.5 acres, more or less. . SUBJECT TO patents, state or railroad deeds, buildings or use restrictions general to the area, zoning regulations, reserved oil and/or mineral rights, utility easements of record, rights of way or easements shown on the plat or visible by inspection, any future adjudication of surface water rights by appropriate federal and/or state proceeding, and any other easements, conditions, covenants, restrictions, agreements, reservations, and rights of way in use or of record, and liability for future assessments, if any.

Approximately 303 acres total.

Auditor's Parcel Number: 1-2124-100-0001-000.

TRACT SEVEN:

The North 1/2 of Section 20, Township 12 North, Range 24, E.W.M., records of Benton County, Washington; EXCEPTING OUT A tract of land in the East half of the Northeast Quarter of Section 20 and the West half of the Northwest Quarter of Section 21, all in Township 12 North, Range 24 East, Willamette Meridian, Benton County, Washington, more particularly described with reference to the Washington Coordinate System (NAD83/91), South Zone, as follows: Beginning at a 3 1/4 inch Bonneville Power Administration (BPA) aluminum cap monument on the south line of the north half of said Section 20, said BPA monument bears South.87°20'46"West, a distance of 357.07 feet from the East one-quarter corner of said Section 20, said corner evidenced by a 2 inch aluminum cap monument marked LS 16909; thence along

said south line S.87°20'46"West, a distance of 369.92 feet to a 3 1/4 inch BPA aluminum cap monument; thence leaving said south line North 28°00'42"West, a distance of 694.08 feet to a point on the easterly boundary of the 125 feet wide right-of-way for the BPA Big Eddy-Midway Transmission Line, said right-of-way described in Volume 109, Page 84, deed records of Benton County; thence along said easterly right-of-way boundary N.19°18'22"E, a distance of 556.83 feet to a point on a line that bears S.61°59'18"W, from a 3 + inch BPA aluminum cap monument; thence leaving said easterly right-of-way boundary N.61°59'18"E, a distance of 1330.66 feet to said 3 1/4 inch BPA aluminum cap monument; thence S.28°00'42"E, a distance of 1230.00 feet to a 3 1/4 inch BPA aluminum cap monument; thence S.61°59'18"W, a distance of 1405.72 feet to the point of beginning. Together with a strip of land 120 feet wide over and across the North + of the Northwest +, the West + of the Northeast 1/4, and that portion of the Southeast + of the Northeast 1/4 lying westerly of the hereinbefore described tract of land, all in said Section 20. The boundaries of said strip of land lie 60 feet on each side of and parallel with the survey line for the BPA Wautoma Substation Entrance Road. Said survey line is described with reference to the Washington Coordinate System (NAD83/91), South Zone, as follows: Beginning at survey station 0+00.0, a point in the SE1/4NE1/4 of said Section 20 which bears N.23°08'55"W, a distance of 1156.7 feet from the East one-quarter corner of said Section 20; thence N.58°11'05"W, a distance of 14.8 feet to survey station 0+14.8, the beginning of a tangent curve to the left having a radius of 68.0 feet; thence westerly along said curve through a central angle of 29°04'18" an arc length of 34.5 feet to survey station 0+49.3; thence N.87°15'23"W, a distance of 949.2 feet to survey station 9+98.5, the beginning of a tangent curve to the right having a radius of 500.0 feet; thence westerly along said curve through a central angle of 22°10'09" an arc length of 193.4 feet to survey station 11+91.9; thence N.65°05'14"W, a distance of 1997.4 feet to survey station 31+89.3, the beginning of a tangent curve to the left having a radius of 500.0 feet; thence westerly along said curve through a central angle of 10°12'42" an arc length of 89.1 feet to survey station 32+78.4; thence N.75°17'56"W, a distance of 957.5 feet to survey station 42+35.9, the beginning of a tangent curve to the right having radius of 500.0 feet; thence westerly along said curve through a central angle of 13°22'37" an arc length of 116.7 feet to survey station 43+52.6; thence N.61°55'19"W, a distance of 26.8 feet to survey station 43+79.4, the beginning of a tangent curve to the left having a radius of 500.0 feet; thence westerly along said curve through a central angle of 31°45'06" an arc length of 277.1 feet to survey station 46+56.5, a point in the Southwest 1/4 of the Southwest 1/4 of Section 17, said Township and Range, which bears N.79°01,27"E, a distance of 558.6 feet from the Southwest corner of said Section 17. WAUT-SS-1 contains 57.75 acres, more or less. Together with easement described as follows: (AUC-62-A-1) That part of a 150 foot wide right-of-way for the Bonneville Power Administration (BPA) Schultz-Wautoma No.1 Transmission Line, over and across the NW1/4NW1/4 of Section 21, Township12 North, Range 24 East, of the Willamette Meridian, Benton County, State of Washington. The boundary lines of said right-of- way lie 75 feet distant easterly from and 75 feet distant westerly from and parallel with the survey centerline as monumented on the ground for the BPA Schultz-Wautoma No. 1 Transmission Line. The southerly terminus of this right-of-way falls at survey centerline station 3103+00.9 on a line drawn as follows, to wit: Beginning at a found 31/4 inch BPA Aluminum cap on a 5/8 inch iron rebar, which point lies N.53°57'06"E, a distance of 1094.0 feet from a found 2 inch Aluminum cap on a 1/2 inch iron rod marking the one-quarter corner common to sections 20 and 21, Township 12 North, Range 24 East, of the Willamette Meridian, Benton County, Washington; thence N.28°00'42"W, a distance of 1230.0 feet to a found 3 1/4 inch BPA Aluminum cap on a

5/8 inch iron rebar; thence S.61°59'18"W, a distance of 457.6 feet to a found 3 1/4 inch BPA Aluminum cap on a 5/8 inch iron rebar marking the point of terminus. The survey centerline is described with reference to the Washington Coordinate System (NAD83/91), South Zone, as follows: Beginning at survey equation station 0+73.0 back equals 3000+00.0 ahead, which point is marked by a set 5/8 inch iron rod with 3 1/4 inch Aluminum cap, and which point lies S.38°05'17"W., a distance of 4964.1 feet from a found 5/8 inch iron rebar with yellow plastic cap marking the one-quarter section corner common to Sections 3 and 4, Township 12 North, Range 24 East, of the Willamette Meridian, Benton County, Washington; thence S.13°27'50"W, a distance of 806.6 feet to survey station 3008+06.6; thence S.08°44'19"W, a distance of 4286.9 feet to survey station 3050+93.5; thence S.11°02'41"W, a distance of 5667.6 feet to survey equation station 3107+61.1 back equals 1530+00.0 ahead, which point lies S.16°52'43"E, a distance of 1517.2 feet from a found 2 inch Aluminum cap on a 5/8 inch iron rod marking the section corner common to Sections 16, 17, 20 and 21, Township 12 North, Range 24 East, of the Willamette Meridian, Benton County, Washington. BPA Tract AUC-62-A-1 contains 3.5 acres, **more or less**. SUBJECT TO patents, state or railroad deeds, buildings or use restrictions general to the area, zoning regulations, reserved oil and/or mineral rights, utility easements of record, rights of way or easements shown on the plat or visible by inspection, any future adjudication of surface water rights by appropriate federal and/or state proceeding, and any other easements, conditions, covenants, restrictions, agreements, reservations, and rights of way in use or of record, and liability for future assessments, if any.

Approximately 279.01 acres total.

Auditor's Parcel Number: 1-2024-100-0001-000 and 1-2024-200-0001-000.

Unofficial



WASHINGTON STATE
Joint Aquatic Resources Permit
Application (JARPA) [\[help\]](#)



US Army Corps
of Engineers®
Seattle District

AGENCY USE ONLY

Date received: _____

Agency reference #: _____

Tax Parcel #(s): _____

TO BE COMPLETED BY APPLICANT [\[help\]](#)

Project Name: _____

Location Name (if applicable): _____

Attachment C:
Contact information for adjoining
property owners. [\[help\]](#)

Use this attachment only if you have more than four adjoining property owners.

Use black or blue ink to enter answers in white spaces below.

1. Contact information for all adjoining property owners. [help]		
Name	Mailing Address	Tax Parcel # (if known)
Wautoma Valley LLC	5305 MacLaren CT Yakima, WA 98908	23122411004, 119243000002003, 120243011787003, 131241000000000, 131242000000000, 132243000001000, 132243000002000, 132244000000000
Western Land & Cattle LLC	1509 Maires Rd Yakima, WA 98908	23122511401, 23122541409
Zirkle Four Feathers Vineyards LLC	PO Box 190 Selah, WA 98942	115240000000000
State of Washington	DNR State Land Division PO Box 47016 Olympia, WA 98504	116240000000000
Wolf Lake Inc.	HANFORD RD S OF, ,WA	23122541406
HECTOR & JENNIFER SALGADO	HANFORD, WA	23122411003
BENTON RURAL ELECTRIC ASSN	PO BOX 1150 PROSSER, WA 99350-0953	119241012749002
DILL SARAH LYNNE	520 W WAUTOMA RD SUNNYSIDE, WA 98944	130242000002000

UNITED STATES OF AMERICA-DOE	BONNEVILLE POWER ADMINISTRATION PO BOX 61409 VANCOUVER, WA 98666-1409	120241000002000
WAUTOMA ENERGY LLC	2448 76TH AVE SE SUITE 220 MERCER ISLAND, WA 98040	119243000002002
WESTERN LAND & CATTLE LLC	HANFORD HWY S OF, ,WA	23122511401, 23122541409

If you require this document in another format, contact the Governor's Office for Regulatory Innovation and Assistance (ORIA) at (800) 917-0043. People with hearing loss can call 711 for Washington Relay Service. People with a speech disability can call (877) 833-6341. ORIA publication number: ORIA-16-014 rev. 10/2016