

**CONSENT AND ESTOPPEL AGREEMENT**  
**(Meyer Road Solar Project)**

This **CONSENT AND ESTOPPEL AGREEMENT** (this “Consent and Estoppel”) is made and entered into on and as of \_\_\_\_\_, 2021 (the “Effective Date”), by and between **CELINA SOLAR PROJECT #1, LLC**, an Ohio limited liability company (“Seller”), **CITY OF CELINA, OHIO**, a body corporate and politic organized under the laws of the State of Ohio (“City”), and **MEYER ROAD SOLAR, LLC**, a Delaware limited liability company (“Buyer”). Seller, City and Buyer may be referred to hereinafter collectively as the “Parties” and individually as a “Party.”

**RECITALS**

A. Seller and City are party to those certain agreements set forth on Attachment A hereto (the “Relevant Agreements”), each made with respect to that certain 4.99 megawatt solar electric generation project located at 600 Meyer Road within the City’s boundaries (the “Project”).

B. In connection with a sale of the Project to Buyer, Seller wishes to assign its rights and obligations under the Relevant Agreements to Buyer, and Buyer wishes to accept such rights and obligations, subject to obtaining certain consents and assurances from City.

C. Seller has requested that City agree to such assignments and provide certain consents and assurances concerning the status of the Relevant Agreements to be relied upon by Buyer in connection with the assignment of the Relevant Agreements from Seller to Buyer.

D. City is willing to agree to Seller’s request on the terms and conditions contained herein.

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

1. The Parties hereby confirm that the Relevant Agreements are in full force and effect and are hereby ratified and confirmed in all respects.
2. City hereby consents to Seller’s assignment of its right, title and interest in and to the Relevant Agreements to Buyer and agrees that the applicable assignment provisions of the Relevant Agreements have been satisfied in full.
3. Pursuant to Section 6.8 of the SLA (as defined in Attachment A hereto), City hereby consents to the repair and replacement of the Project System as Seller and Buyer deem necessary in order to correct any damage incurred by the Project System to date or from time to time.
4. City represents and warrants to Seller and Buyer that:

- a. The copy of each Relevant Agreement attached hereto as Attachment A, constitutes a true, correct and complete copy of each Relevant Agreement.
  - b. (i) the individual executing and delivering this Consent and Estoppel on City's behalf has been duly authorized to do so, (ii) this Consent and Estoppel has been duly executed and delivered by City, and (iii) this Consent and Estoppel constitutes a valid, legal, binding and enforceable obligation of City that does not require any approvals, filings with or consents of any entity or person which have not previously been made or obtained.
  - c. As of the effective date of this Consent and Estoppel, (i) the Relevant Agreements are in full force and effect and have not been modified; (ii) none of the City's right, title or interest in the Relevant Agreements has been pledged or assigned, in whole or in part; (iii) no defaults exist under any Relevant Agreement; and (iv) no party has elected to exercise any right, if any, of purchase option or termination.
  - d. (i) No default by City or, to City's knowledge, Seller exists under the Relevant Agreements and there exists no event or condition which would, with the giving of notice or lapse of time, or both, constitute a default, under any of the Relevant Agreements; (ii) no dispute exists between the City and Seller; and (iii) all obligations, representations, warranties and covenants under the Relevant Agreements to be performed or observed by City or Seller to date have been fully performed, observed and/or satisfied.
  - e. (i) Seller has not received or, to City's knowledge, claimed any amounts under any applicable indemnification obligations of City set forth in the Relevant Agreements and (ii) Seller does not owe an known indemnity payments or liquidated damages to City; and
  - f. City has not filed and City is not the subject of any filing for bankruptcy or reorganization under federal or state bankruptcy or insolvency laws.
5. City agrees that notwithstanding Section 19 of the SPPA (as defined in Attachment A hereto), Seller may sell the Project Systems to Buyer, and HOST (as the City is defined in the SPPA) shall be deemed to have effectively declined any Seller offer to sell the Project Systems to HOST. HOST further agrees that so long as any such sale to Buyer takes place within six (6) months from the date hereof, such sale will be deemed to have complied in all respects with the SPPA, regardless of the purchase price to Buyer. As provided in Section 19 of the SPPA, any such sale to Buyer will not invalidate any of the rights of HOST under the SPPA, which will continue in full force and effect as provided herein.
6. City agrees that Seller, Buyer, each assignee and their direct and indirect customers, investors, affiliates, subsidiaries and financing parties (collectively, the "Relying Parties") may rely on this Consent and Estoppel and the representations and warranties

of City set forth herein in connection with the assignment, financing, management, ownership and operation of the Project.

7. This Consent and Estoppel shall be governed by and construed in accordance with laws of the State of Ohio, without giving effect to the conflict of law principles thereof. No amendment, modification, waiver or discharge of this Consent and Estoppel or of the Relevant Agreements, or any provision hereof (including, without limitation, this sentence) or thereof shall be valid or effective unless in writing and signed by the Party against whom enforcement of such amendment, modification, waiver or discharge is sought and then only to the extent set forth in such writing. This Consent and Estoppel, together with the Relevant Agreements, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous negotiations, representations, understandings and agreements, whether written or oral, all of which are merged into the Relevant Agreements. This Consent and Estoppel shall not be construed more strictly against one (1) Party than against the other merely by virtue of the fact that this Consent and Estoppel may have been physically prepared by one (1) of the Parties, or such party's counsel, it being agreed that all parties and their respective counsel have mutually participated in the negotiation and preparation of this Consent and Estoppel.
8. This Consent and Estoppel may be executed in one or more counterparts, each of which shall constitute an original and all of which when taken together shall constitute one binding agreement. At the request of any Party, the other Parties will take all reasonable action necessary to file a proper record of the assignment of any Relevant Agreement(s) in the Recorder's Office for Mercer County, Ohio.
9. The provisions of this Consent and Estoppel are severable, and if any one clause or provision hereof shall be held invalid or unenforceable in whole or in part, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, and not any other clause or provision of this Consent and Estoppel.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each Party hereto has executed this Amendment, Consent and Estoppel as of the Effective Date set forth above.

CITY:

CITY OF CELINA, OHIO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

SELLER:

CELINA SOLAR PROJECT #1, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

BUYER:

MEYER ROAD SOLAR, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **Attachment A**

### **LIST OF RELEVANT AGREEMENTS TO BE ASSIGNED**

Amended and Restated Solar Power Purchase Agreement (“SPPA”) between City of Celina and SolarVision, LLC (“SV”) dated May 4, 2012 [Includes Amended and Restated SLA as an Exhibit], as assigned pursuant to that Assignment of SPPA by SV to Celina Solar Project #1, LLC dated May 30, 2012.

Amended and Restated Solar License Agreement (“SLA”) between City of Celina and SolarVision, LLC (“SV”), dated May 4, 2012 and recorded in the Mercer County (OH) Recorder’s Office on June 14, 2012 as Instrument No. 201200003392, as assigned pursuant to that Assignment and Assumption of Solar License Agreement, by SV to Celina Solar Project #1, LLC, dated May 30, 2012, and recorded in the Mercer County (OH) Recorder’s Office on June 14, 2012 as Instrument No. 201200003393.

Grant and Agreement of Interconnection Easement, from Celina Solar Project #1, LLC to City of Celina, dated July 30, 2012 and recorded in the Mercer County (OH) Recorder’s Office on July 30, 2012 as Instrument No. 201200004277.

City of Celina, City Planning Commission, approving Conditional Use, January 19, 2012.

Pole Attachment License Agreement, from Celina Solar Project #1, LLC to City of Celina, dated May 22, 2015 and recorded in the Mercer County (OH) Recorder’s office on June 3, 2015 as Instrument No. 20150002580.