

## Land Lease Option Agreement

1. **PARTIES.** This option agreement (“Option”) is between **Darren Benjamin Padd, 9882 Route 430, Sherman, New York 14781**, (“Grantor”) and **E2I Ventures, LLC, 75 Bird Avenue, Buffalo, New York 14213** (“Grantee”).
2. **PREMISES.** The property referenced in this Option which Grantor grants Grantee exclusive rights to access, study, and lease upon execution of a subsequent lease agreement is **five and a half (5.5) acres of the open parcel located at 9882 Route 430, Sherman, in Chautauqua County, New York 14781, also known as Parcel Number 343.00-1-51.2**. By executing this Option, both parties acknowledge and assent that they understand and intend that this acreage on this parcel is the property that is the subject of this agreement. Please see attached site map illustrating the Option area.
3. **PURPOSE.** The purpose of this Option is to secure and reserve land for development, study, and future use for a photovoltaic solar energy project. This Option shall serve as a legally binding agreement in which Grantor grants Grantee exclusive rights to access, develop, and use the property mentioned herein until a subsequent lease agreement is executed between the parties. This Option shall serve to reserve the aforementioned premises until said lease agreement is executed by the parties and to memorialize the agreed upon compensation for said lease agreement.
4. **FUTURE LEASE PROVISIONS.** To memorialize the intent of the parties, Grantor and Grantee understand, acknowledge and agree that the future lease agreement that this Option serves to reserve and secure shall entail the following provisions: the term of the lease shall be 25 years, starting from the date the lease agreement is executed by the parties; that the compensation for said lease agreement shall be **\$1,000 per acre per year with a 1% escalator annually; that Grantor will also receive a credit of up to \$100 per month on his electric bill** for his residence located at the aforementioned address for the entire duration of the proposed lease; that Grantee will be responsible for any additional property taxes levied on the leased site (the aforementioned premises) that were caused by the addition of the solar energy project constructed on the premises and attributed to the improvement value of the premises as determined by the applicable municipal assessor; that Grantee agrees to not store any electrical power on site at the premises; that Grantee agrees to install a fence around the solar project for safety and security; that Grantee agrees to have a decommissioning plan for any solar energy project that is constructed on the leased premises; that Grantee will be responsible for operation and maintenance of any future intended solar energy project, but that if any of this work has to be sub-contracted, Grantee agrees to first attempt to find local individuals and/or businesses to perform any such work.
5. **TERM.** The Option term **shall begin on January 1, 2021**, or the date in which both parties execute this Option Agreement, whichever is later. This Option **shall terminate on January 1, 2022**, or one year after the date in which both parties execute the same, whichever is later.
6. **COMPENSATION.** As consideration for this option, Grantee shall tender to Grantor the **sum of \$100 per acre for the five and a half (5.5) acres referenced herein for a total of \$550**. Said consideration shall be tendered on the same day that this Option Agreement is executed by the parties and serves as full and complete payment for the same.

7. **OWNERSHIP AND POSSESSION.** The parties understand, acknowledge and agree that Grantor will continue to retain ownership and possession of the premises that are the subject of this Option.

8. **USE OF AND ACCESS TO PREMISES.** The parties understand, acknowledge, and agree that by executing this Option, Grantee and its agents, contractors, and/or authorized third parties will have exclusive rights to access and use of the aforementioned premises for the purposes of study, development, and any other lawful purpose reasonably contemplated throughout the duration of term of this Option.

9. **PROPERTY INSURANCE.** While Grantor is not obligated to obtain any new or additional insurance coverage, the parties understand, acknowledge, and agree that Grantor shall retain, maintain, and continue any such coverage that already exists throughout the duration of the term of this Option.

10. **DAMAGE OR LOSS CAUSED BY GRANTEE.** If there is any damage or loss to the premises that is caused by Grantee or its agents, contractors, and/or authorized third parties, Grantee shall repair and/or convert such damage or loss at its own expense and restore the premises to the condition they were in prior to said damage or loss.

11. **MAINTENANCE.** The parties understand, acknowledge, and agree that Grantor shall have the responsibility to maintain the premises in good and usable condition at all times so that the purposes of this Option can be fulfilled. Grantor agrees not to participate in or allow any overt act or instance of neglect that would cause the premises to not be usable for its intended purposes.

12. **UTILITIES AND SERVICES.** Grantor shall be responsible for all utilities and services in connection with the premises that currently exist. However, Grantee will be responsible for any utilities or services that are specifically caused, initiated, or requested by Grantee or its agents, contractors, and/or authorized third parties throughout the duration of this Option.

13. **TAXES.** At this time and throughout the term of this Option, Grantor shall continue to be responsible for any and all property taxes levied against the premises. However, if any act or omission by Grantee, its agents, contractors, and/or authorized third parties reasonably causes the amount of taxes levied against the premises to increase, then Grantee shall bear the expense of the additional or supplemental amount of said tax increase when requested in writing by Grantor and the additional tax liable is confirmed by Grantee. This explicitly excludes any annual tax increase or additional assessment levied by any municipal or governing body (e.g., town, county, state, etc.) that would have occurred regardless of the existence of this Option or the lack thereof.

14. **REMODELING OR STRUCTURAL IMPROVEMENTS.** The parties understand, acknowledge, and agree that Grantor will not engage in any remodeling, structural alterations, or construction on the premises that would frustrate, impair, impede, or delay the purposes of Grantee having this Option. Grantor also agrees to communicate to Grantee in writing any intent to perform any such actions prior to any alterations, changes, construction, etc. being done in order to ascertain whether doing so would render the premises unusable for the purposes of this Option.

15. **DANGEROUS MATERIALS.** Both parties acknowledge and agree that neither party shall have on the premises any article or thing of a dangerous, flammable, or explosive character that might reasonably and substantially increase the danger of fire on the premises, or destruction of the premises, or that might be reasonably considered hazardous by a responsible insurance company.

16. **SUBORDINATION OF OPTION AND FUTURE LEASE.** This Option is subordinate to any mortgage that now exists, but Grantor acknowledges and agrees to not enter into any subsequent agreement or transaction during the Option term that is reasonably calculated to frustrate or vitiate the purposes of said Option.

17. **EXCLUSIVITY OF OPTION.** This Option Agreement is exclusive and non-assignable and exists solely for the benefit of the parties above. However, both parties understand, acknowledge, and assent that use and access of the premises by Grantee's agents, contractors, and/or authorized third parties is necessary to fulfill the intended purpose of this Option. Should either party attempt to assign, convey, delegate or transfer this option to another individual or entity without the express written permission of the other party, any such attempt shall be deemed null and void.

18. **EXECUTION AND SETTLEMENT COSTS.** Both parties understand, acknowledge, and assent that the only costs to be tendered by Grantee to Grantor in connection with executing this Option, is the payment of the aforementioned consideration of **\$550.00** for said Option specifically mentioned in Paragraph 6 of this agreement.

19. **GOOD FAITH.** Both parties understand, acknowledge, and agree to deal and act in good faith at all times throughout the negotiation, execution, and duration of this Option and to seek to amicably resolve any conflicts that may arise in a manner that would be consistent with seeing this Option Agreement through to completion.

20. **REMEDIES UPON DEFAULT.** If either party defaults under this Option, the unoffending party may terminate this Option upon tendering a written Notice of Default with Intent to Terminate. Both parties understand, acknowledge, and agree to allow the offending party at least seven (7) calendar days to remedy the default to see if such a remedy reasonably exists before providing a written notice of termination after a party has been provided with a Notice of Default with Intent to Terminate. Additionally, the unoffending party can seek any remedies available under the laws of the State of New York. However, both parties agree that in the event of an irreconcilable default or breach, good faith communication and a structured mediation shall serve as a precursor to any action to be decided by a third party in either litigation or arbitration.

21. **GOVERNING LAW.** This Option Agreement shall be construed in accordance with the laws of the State of New York.

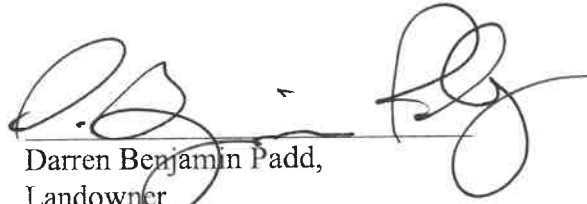
22. **ENTIRE AGREEMENT/AMENDMENT.** This Option contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, that can supplement or supersede this Option Agreement. This Option Agreement may be modified or amended in writing upon the execution of the same by both parties.

23. **SEVERABILITY.** If any portion of this Option shall be held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Option is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

24. **WAIVER.** The failure of either party to enforce any provision of this Option shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with any other provision of this Option.

25. **BINDING EFFECT.** The provisions of this Option shall be binding upon and inure to the benefit of both parties and a copy of this Option shall have the same force and effect as the original.

GRANTOR:

  
Darren Benjamin Padd,  
Landowner

12/16/2020  
DATE

GRANTEE:

DocuSigned by:  
  
7752BE1878B840A...  
Adam Serbert,  
President of E2I Ventures, LLC

12/21/2020  
DATE