NEPR

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PROPERTY LEASING AGREEMENT

between

LANDLORD: **Empresas Norhen, Inc.**, with Social Security number 66-0616950, represented by Mrs. Norma S. Santiago Rivera.

LEASING ENTITY/TENANT: **Agroenergética, LLC**, with Social Security number 66-1058937, represented by Mr. José E. García Santiago.

BINDING AGREEMENT

1. PURPOSE OF THE CONTRACT

The Landlord grants the Tenant up to ten (10) acres of property located in Barrio Cerro Gordo, Sector Medina, Carretera 495, Km 2.2 int, Moca PR. Landlord agrees to lease the land in support of the development of an agrivoltaics facility that supports the dual use of land for electricity generation and agricultural/crop production means, being developed with partial funding from the PRDOH and HUD CDBG-DR ER2 Program and the requirements and specifications enforced under said program.

2. DURATION

This contract will have a duration of twenty (20) years beginning on April 1st, 2025 and ending on March 31st, 2045 unless an extension or amendment is agreed by both parties. Any such change shall be documented as an Addendum to this contract, with date and signatures included.

JELS
N.S.S.R.

3. RENT

Tenant shall pay Landlord the amount of $2,000 yearly in twelve installments of $166.67 per month, which shall be paid on the 15th day of each month.

4. DEPOSIT

Tenant shall provide a security deposit equivalent to one years' rent, which shall be returned at the end of the lease, provided there is no damage to the property.

5. TENANT'S OBLIGATIONS

Tenant agrees to:

a) Use the property exclusively for the development of an agrivoltaics system with a capacity of 2.2 MW PV in 10 acres of land previously identified by both parties as a potential and favorable project site. The project developer commits to provide conditioned soil and facilities to allow for at least five (5) acres of agriculture crops within the area.

b) Maintain the property in good condition.

c) Access the facilities through agreed upon access points or roads to be determined prior to project commencement.

d) Limit access to facilities for authorized personnel only.

e) Pay all taxes, utilities and operating expenses associated with the property.

f) Obtain and maintain adequate insurance on the property.

g) Manage all aspects of operations and maintenance of

6. IMPROVEMENTS

Any improvements made by Tenant to the property shall require prior written approval from Landlord. Improvements shall remain the property of Landlord upon termination of the lease, unless otherwise agreed.

7. SUBLETTING

Tenant may not sublease the premises without Landlord's prior written consent.

JEGS
N.J.J.R.

8. THIRD-PARTY ACCESS TO SITE

Tenant shall notify Landlord of any third parties requiring access to the site as part of the project mobilization. Tenant agrees to set control practices with regards to site access to reduce or eliminate impact to work occurring elsewhere on the Landlord property.

9. BREACH

Failure to comply with any of the provisions of this lease may result in termination of this lease, upon written notification to the breaching party and a period of 120 days to remedy the breach.

10. INSPECTION

Landlord shall have the right to inspect the premises at reasonable times, upon notification to Tenant.

11. TERMINATION OF AGREEMENT

Notwithstanding any other provisions of this contract, the Tenant shall have no obligation to commence or continue in this leasing agreement, unless and until PRDOH, HUD, or any CDBG-DR ER2 Program Management entity with oversight responsibility has provided with Tenant and or Leasing Agent with a written notification that:

(1) It has completed a federally requires environmental review and its request for release of federal funds has been approved and, subject to any other Contingencies in this Contract,
    a. The lease may proceed

b. The lease may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the start of the lease of the property.

(2) It has been determined that the lease is exempt from federal environmental review and a request for release of funds is not required.

For any other either party may terminate this lease by giving the other party 180 days' notice in the event of breach of any of the obligations set forth.

12. SEVERABILITY

If any provision of this contract is invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12. GOODWILL

Any increase in the value of the property because of improvements made by the Tenant shall not give rise to any right to compensation for the Tenant upon termination of the contract. The Tenant agrees with the Landlord to waive the claim for goodwill attributable to the expiration of this contract in any manner.

13. APPROVAL

This contract is subject to the approval of the boards of directors of both corporations.

14. JURISDICTION

This contract shall be governed by the laws of the Commonwealth of Puerto Rico.

15. SIGNATURE

Both parties declare that they have read and understood the contents of this contract, signing it as a sign of acceptance.

In Aguadilla, Puerto Rico on 6th of November of 2024.

x Norma S. Santiago Rivera

x

Print: Norma S. Santiago Rivera

Representing Empresas Norhen, Inc.

Print: José E. García Santiago

Representing Agroenergética, LLC