

When Recorded, Mail To:

Prospero Energy Project, LLC
c/o Longroad Energy
735 Montgomery St. #480
San Francisco, CA 94111

Texas Royalty Brokers

MINERAL AND SOLAR SET-ASIDE & JOINT USE AGREEMENT

This Mineral and Solar Set-Aside and Joint Use Agreement (the "Agreement") between Robert William Olds ("Mineral Owner") and Prospero Energy Project, LLC, a Delaware limited liability company, ("Solar Owner") is made effective as of May 15, 2019 (the "Effective Date").

WHEREAS, Solar Owner has entered into a Lease Agreement (as such Lease Agreement may be modified or amended, the "Lease") with Todd Michael Mueller and Stefanie Lee Howard (collectively, the "Surface Owners"), dated October 15, 2018, memorialized by a Memorandum of said Lease recorded on October 22, 2018 as Instrument Number 18-4491 in the official records of Andrews County, Texas and burdening certain land including the Property (defined below). The "Property" is herein described as:

South half (S/2) Section 24, Block A49, Public School Lands, Andrews County, Texas

WHEREAS, Mineral Owner is the owner of the percentage of mineral rights on and/or under the Property as shown in the Payment Addendum and the Solar Owner desires to develop and construct a solar generation facility (the "Facility") on the surface of the Property.

WHEREAS both the Mineral Owner and the Solar Owner (collectively, the "Parties") desire to eliminate uncertainty of rights to the surface and wish to avoid potential issues in the future over such rights and have agreed to set aside certain areas of the surface to insure their rights and continued operations of their intended use under, over and across the Property.

NOW, THEREFORE, in consideration of the mutual promises set out in this Agreement, the receipt of which is acknowledged, the Parties agree to uphold all terms of this Agreement as follows.

The Parties agree and consent that: (i) Mineral Owner expressly waives, releases and relinquishes its right to use (1) the surface of the Fenced Facility Area as set forth on Exhibit A, attached hereto, and (2) the upper five hundred (500) feet directly below the surface of the Fenced Facility Area, and shall utilize only the area outside of the Fenced Facility Area (the "Mineral Set Aside Area"), as set forth on Exhibit A, to explore and produce the minerals on and/or under the Property as set forth below; and (ii) Solar Owner shall have exclusive rights to the area within the (1) Fenced Facility Area, and (2) the upper five hundred (500) feet directly below the surface of the Fenced Facility Area. Mineral Owner, on behalf of itself and its respective successors and assigns, including without limitation any future operators, hereby agrees that Mineral Owner will not have access to, and expressly waives the right to, vertically drill directly under the Fenced Facility Area; provided however, Mineral Owner shall have the right to fully explore for Minerals under the Fenced Facility Area via horizontal or directional drilling at a depth no less than five hundred (500) feet below the surface, and shall have the exclusive right in the

Mineral Set Aside Area, as set forth on Exhibit A, to in all ways, develop, explore, produce, and drill for the Minerals located under the Mineral Set Aside Area or 500 feet below the Fenced Facility Area, or under any other lands in which Mineral Owners may own mineral rights.

Solar Owner retains all necessary rights and is otherwise freely permitted to install, construct operate, maintain, improve, repair and replace a roadway (for vehicular and pedestrian ingress and egress purposes (including heavy equipment and cranes) and underground and/or overhead power lines, fiber-optic cables, and any other infrastructure (collectively the "Infrastructure") necessary for solar operations (including running parallel with such roadway or crossing such roadway) in the Fenced Facility Area as Solar Owner desires for ingress, egress, access, construction, operation, and maintenance of its Facility throughout the Property; provided, however, that Solar Owner shall not install, construct, or otherwise place any Infrastructure in the Mineral Set Aside Area without the express written consent of Mineral Owners such consent to be at Mineral Owners sole and absolute discretion. Solar Owner hereby agrees that Mineral Owner and any current or future lessees of the mineral rights shall have the right to use any roads improved or constructed by Solar Owner on the Property for the sole purposes of ingress, egress, and access to and from the Mineral Set Aside Area; provided, however, that Mineral Owner agrees to use commercially reasonable efforts to cause any person or entity using such roads to enter in to a road use and maintenance agreement prior to using such roads.

After finalizing a solar project design and upon request, Solar Owner will present Mineral Owner with a copy of a survey that depicts the roadways and the planned locations of the improvements to be placed on the Property. Mineral Owner, on behalf of itself and its respective successors and assigns, hereby agrees to use commercially reasonable efforts, and agrees to attempt in good faith to cause any future lessees of the Minerals to use commercially reasonable efforts, to reduce or minimize casting shadows on all and any portion of the Fenced Facility Area during Mineral Owner's construction, operation and maintenance of its equipment within and use of the Mineral Set Aside Area.

The Term of this Agreement shall begin on the Effective Date and end on the earlier of (i) the date the Lease terminates, expires, or is surrendered by Solar Owner, or (ii) the date of notice by Solar Owner of its abandonment/deconstruction of the development or operations of the Facility, or (iii) the forty fifth (45th) anniversary of the Effective Date (the "Term").

The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns, and shall be covenants running with the Property, the mineral and the surface estates therein. Ultimately, it is mutually agreed that (i) Solar Owner will not interfere with or in any way disturb the Mineral Set Aside Area and (ii) Mineral Owner will not interfere with or in any way disturb the Facility.

This agreement will be interpreted under the laws of the State of Texas without regard to any choice of law principles and the state courts of Andrews County, Texas shall have sole and exclusive venue over any disputes arising under or out of this Agreement. Solar Owner hereby expressly submits to the jurisdiction of said courts and hereby waives, on behalf of itself and any successors or assigns, any right to remove a dispute to federal court.

The addresses for notice are:

Notice to Solar Owner

Prospero Energy Project, LLC
330 Congress Street, 6th Floor
Boston, MA 02210
Email: Contracts@longroadenergy.com

Notice to Mineral Owner:

Robert William Olds
4428 Edmondson Ave.
Dallas, TX 75205-2604

The Parties represent that they have the full right and authority to enter into this Agreement. This Agreement may be executed in counterparts, each of which when executed and delivered shall be an original, and all of which when executed and delivered shall constitute one and the same instrument. This Agreement must be manually executed, but the exchange of copies of this Agreement and of manually executed signature pages by facsimile or by electronic mail as an attachment in portable document format shall constitute effective delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. This Agreement shall not be effective until all Parties have executed and delivered a counterpart. Mineral Owner represents that to the best of their actual knowledge and without undertaking any independent investigation that they own the mineral rights beneath the Property.

The Parties further agree, at any time and from time to time, upon the reasonable request of either party and without additional consideration, to take or do all such further acts and things, and furnish and deliver all such further documentation and material (including any document or instrument requested by local, state, or federal authorities) which, in the opinion of the requesting Party, may be necessary or useful in carrying out the purpose of this Agreement. Except for entering into a road use and maintenance agreement for Mineral Owner to use roads constructed by Solar Owner, any performance or cooperation by Mineral Owners under this Agreement shall be at no cost or expense to Mineral Owner and Solar Owner shall reimburse, within 30 calendar days of receiving an invoice from Mineral Owner, for any reasonable third party out-of-pocket cost or expenses incurred, including, without limitation, reasonable attorney fees and legal expenses as a result of Mineral Owner's performance or cooperation under this Agreement.

This Agreement constitutes the sole and entire agreement between the Parties and cannot be amended except by written instrument signed by both Parties.

The Parties have caused this Agreement to be executed by duly authorized representatives on the dates set forth in the acknowledgements, but to be effective as of the Effective Date.

In consideration of Mineral Owner's execution of this Agreement, Solar Owner will pay Mineral Owner pursuant to the terms and conditions of the Payment Addendum, attached hereto and made a part hereof for all purposes (excluded for recording).

IN WITNESS THEREOF, BY EXECUTION OF THE AGREEMENT, both Parties hereto agree to the terms contained herein and freely execute this Agreement and by doing so, acknowledge that the herein agreed upon Mineral and Solar set-asides allows for reasonable access for their intended uses and both

Parties agree not to disturb the other party's usage as set forth in this Agreement.

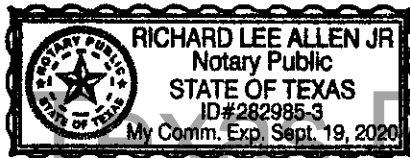
Mineral Owner

By: [Signature]
By: Robert William Olds

Texas Royalty Brokers

STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me on May 10th, 2019, by Robert William Olds, proved to me on the basis of satisfactory evidence or known to me to be the person who signed herein.



[Signature]
Notary Public

My Commission Expires: 09-19-2020


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Solar Owner

Prospero Energy Project, LLC
A Delaware limited liability company

Texas Royalty Brokers

By: 
Michael U. Alvarez
Chief Operating Officer

STATE OF §
COUNTY OF §

This instrument was acknowledged before me by Michael U. Alvarez, as Chief Operating Officer of Prospero Energy Project, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expresses.

Given under my hand and seal this ____ day of _____, 2019.

Texas Royalty Brokers

Notary Public in and for the State of Texas

My Commission Expires: _____

Texas Royalty Brokers

CALIFORNIA ALL-PURPOSE 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 Francisco

On May 10, 2019 before me, Lily Youkhanna, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael Alvarez
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: Unilateral & Soler Set Aside & Joint UST Agreement

Document Date: 05.10.2019 Number of Pages: 5

Signer(s) Other Than Named Above: n/a

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Alvarez

☐ Corporate Officer - Title(s): _____

☐ Partner - ☐ Limited ☐ General

☒ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: Self

Signer's Name: _____

☐ Corporate Officer - Title(s): _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Exhibit "A"

Texas Royalty Brokers



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THE STATE OF TEXAS
COUNTY OF ANDREWS

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the OPR Records of Andrews, Texas.

19-2284 Pages: 7
05/17/2019 01:41 PM



Vicki Scott, County Clerk
Andrews, Texas