AIR RIGHTS LEASE

THIS AIR RIGHTS LEASE (this “Lease”) is made and entered into as of the 18th day of December, 2019 (the “Effective Date”), by and between Ford Motor Company, a Delaware corporation (“Lessor”) and Project Paul, LLC, a Delaware limited liability company (“Lessee”).

WITNESSETH:

For and in consideration of the mutual agreements, covenants and promises set forth in this Lease and for other good and valuable consideration, the receipt, sufficiency and validity of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Leased Premises. Lessor leases to Lessee and Lessee accepts and leases from Lessor, upon the terms and conditions set forth in this Lease, the air rights above the surface, together with the right to use the concrete slab surface for the purposes provided in Section 5, of that certain real property located in the City of St. Paul, County of Ramsey, State of Minnesota, depicted on Exhibit A attached to this Lease, together with all easements, rights and appurtenances pertaining to such real property (the “Premises”) for the purpose of constructing, installing, owning, maintaining and operating, on the concrete slab surface, an electric grid-connected photovoltaic solar energy system (the “System”) and supplying electric energy to Lessee. The Premises are subject to the exceptions listed on the attached Exhibit A-1. Lessee accepts the Premises in their “as is, where is” condition.

2. Duration of Lease.

   (a) Initial Term. The initial term of this Lease shall be for a period of twenty-five (25) years (the “Initial Term”), commencing on the Effective Date, unless this Lease shall be extended or sooner terminated as expressly provided in this Lease. Notwithstanding the foregoing, in the event the System is not installed within forty-eight (48) months after the Effective Date, or thereafter ceases operations for a period of twelve (12) consecutive months at any time after commencing operations, Lessor may terminate this Lease upon thirty (30) days’ written notice to Lessee, unless Lessee causes the System to become operational during such thirty-day period.

   (b) Extended Term. For so long as the System is in use within the Premises, Lessee shall have and is hereby granted the option to extend the Initial Term for five (5) additional periods of five (5) years each (each, an “Extended Term”). Each Extended Term shall be on the same terms, covenants and provisions as set forth in this Lease. When used in this Lease, the term “Lease Term” means not only the Initial Term, but also any Extended Term then in effect. To exercise any extension option, Lessee shall deliver written notice of such extension at least thirty (30) days before the expiration of the then-current Lease Term.

3. Base Rent: Throughout the Lease Term hereof, Lessee shall pay Base Rent in the amount of One Dollar ($1.00) per year (“Base Rent”). In addition, Lessee shall pay, without any contribution from Lessor, any and all expenses related to Lessee’s presence or operations at the Premises, including, without limitation, utilities and the operation of the System.
4. **Real Property Taxes.** As used in this Section “Lessee’s Share” means the fraction having a numerator equal to the square footage of the Premises, and a denominator equal to the square footage of the tax parcel of which the Premises are a part. As of the Effective Date, the parties acknowledge and agree that Lessee’s Share is equal to sixteen and 24/100 percent (16.24%). Beginning on the date construction of the System is completed and continuing throughout the Lease Term, Lessee shall be responsible for Lessee’s Share of: all general and special real estate taxes; special assessments and other ad valorem taxes levies and assessments (net of any refund) paid upon or in respect to the tax parcel of which the Premises are a part, or any rents therefrom; any metropolitan district water and sewer charges or other governmental charges which customarily are part of the real estate tax bill issued by the authorities charged with such responsibility, and all taxes or other charges imposed in lieu of any such taxes (collectively, “Real Property Taxes”). Lessee shall pay Lessee’s Share of any Real Property Taxes upon thirty (30) days written invoice from Lessor, which notice will include a copy of the bill or bills from the governmental authority for which reimbursement from Lessee is sought.

5. **Use of Leased Premises.** Lessee may occupy and use the Premises throughout the Lease Term for installing, operating, repairing, replacing, and maintaining the System and for no other purpose whatsoever (the “Permitted Use”). In no event shall Lessee penetrate the concrete surface of the Premises without the further consent of Lessor, which shall be in Lessor’s sole discretion, it being acknowledged and agreed that the real property located beneath the Premises is contaminated and penetrations of the concrete slab could exacerbate the known environmental issues. For the avoidance of doubt, Lessee may not use any portion of the Premises outside the perimeter of the concrete slab, whether for the System or any other purpose, except for access to the concrete slab for purposes of installing, repairing, replacing, and maintaining the same.

6. **Indemnification and Insurance.**

   (a) **Indemnification.** Subject to Section 6(c), Lessee will indemnify Lessor against all claims, demands and actions, and all related costs and expenses (including reasonable attorneys’ fees) for injury, death, disability or illness of any person occurring in the Premises to the extent caused by Lessee’s negligence or willful misconduct.

   (b) **Insurance.** At its sole cost and expense, Lessee shall procure and maintain continuously throughout the Lease Term a policy or policies of insurance from companies listed in the most current "Best's Insurance Guide" as possessing a minimum policy holders rating of "A-" (Excellent) and a financial category no lower than "VI" ($25,000,000 to $50,000,000 of adjusted policy holders’ surplus). The following insurance requirements shall cover Lessee’s activities under this Lease whether such activities be by itsel or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and be met by a combination of primary and excess policies:

   (1) Workers’ Compensation Insurance with statutory limits or a State Certificate of self-insurance and Employer’s Liability coverage with limits of not less than $1,000,000 per occurrence.
(2) Occurrence type Commercial General Liability Insurance, including but not limited to blanket contractual liability coverage, for bodily injury including death, personal injury, and property damage with limits of not less than $3,000,000 combined single limit per occurrence.

(3) At any time that Lessee's operation at the Premises involves the use of Lessee owned, hired and/or non-owned vehicles, Lessee shall procure and maintain Automobile Liability Insurance covering all Lessee owned, hired and non-owned vehicles with limits of not less than $3,000,000 combined single limit per occurrence.

(c) From time to time, Lessee shall increase the limits of such policy or policies to such higher limits as Lessor shall reasonably require. With the exception of Workers' Compensation, each insurance requirement listed above and any excess or umbrella policy carried by Lessee with additional limits than those specified above must name Lessor as an additional insured under the policy or policies. All insurance policies of Lessee shall be endorsed to state that the policy will be primary, and will not be excess to or contributory with, any self-insurance or insurance policies carried by Lessor. The insurance policies shall specifically include the liability assumed hereunder by Lessee. Each of the insurance policies shall provide that the policy may not be canceled without prior written notice to Lessor in the time period provided in the applicable policy. Lessee shall furnish to Lessor a certificate of insurance evidencing the coverage required herein on or before the Effective Date, and thereafter at least thirty (10) days before the expiration date of any expiring policy. The furnishing of acceptable evidence of required coverage shall not relieve Lessee from any liability or obligation for which it is otherwise responsible to Lessor.

(d) Lessee shall require that its subcontractors procure and/or maintain insurance coverage at the limits described above. Lessee shall indemnify and be fully responsible for any cost to Lessor resulting from said subcontractor's failure to procure and/or maintain said insurance.

(e) Lessor and Lessee each hereby waive any and all rights of subrogation that their insurers may have for recovery against the other and its parent, subsidiaries and affiliates, and their respective officers, directors, stockholders, agents, and employees, relating to losses or damage arising from performance of this Lease. This mutual subrogation waiver will preclude the assignment of any insurance claim by way of subrogation to any insurer. Lessor and Lessee agree to give immediately to each appropriate insurer written notice, if required, of the terms of these mutual waivers, and if necessary, have said insurance policies properly endorsed to prevent the invalidation of the insurance coverages by reason of these waivers, if required by the respective insurance policies. Lessor and Lessee each shall indemnify the other against any loss or expense, including but not limited to reasonable attorney's fees, resulting from the failure to obtain such insurance subrogation waiver.

7. Liens. Lessee shall keep the Premises free and clear of all mechanics', materialmen's and other professional service liens. If, because of any act or omission (or alleged act or omission) of Lessee or any assignee or sublessee of Lessee, any mechanics', materialmen's or other lien, charge or order for the payment of money shall be filed or recorded against the Premises, Lessee shall, at its own expense, cause the same to be canceled or discharged of record within ten (10) days after Lessee shall have received written notice of the filing of such lien, charge or order.
8. **Eminent Domain and Casualty:** If there is a substantial taking of any of the Premises, or the System is materially damaged by casualty, then Lessee may terminate this Lease by giving written notice to Lessor.

9. **Assignment and Subletting.** Lessee, at its sole discretion and without the need to obtain Lessor consent, may (i) assign this Lease or sublet all or any portion of the Premises to any entity in which Lessee or Ryan Companies US, Inc. has a controlling ownership interest, and (ii) grant licenses and access agreements to utility companies, as reasonably necessary, to operate the System.

10. **Surrender.** At the expiration or earlier termination of this Lease, Lessee shall peaceably and quietly surrender the Premises to Lessor and shall remove the System, at Lessee’s expense, within sixty (60) days after the expiration or termination hereof, and repair any damage to the concrete slab or the Premises resulting from such removal.

11. **Title to the System.** Title to the System shall be and remain in Lessee during the Lease Term.

12. **Estoppel Certificates.** Each party shall, at any time and from time to time, within ten (10) days after written request by the other party, without charge, execute, acknowledge and deliver a written statement certifying that this Lease is unmodified and in full force and effect if such is the fact (or, if there has been any modification to this Lease, stating the modification).

13. **Notices - Manner of Giving.** All notices, demands or requests required to be given under this Lease shall be in writing and shall be served or given only by personal delivery, recognized overnight courier, or United States certified mail, return receipt requested, postage prepaid, addressed to Lessor at 330 Town Center Drive, Suite 1100, Dearborn, MI 48126, Attention: Legal Department, and to Lessee at c/o Ryan Companies US, Inc., 533 S. 3rd Street, Suite 100, Minneapolis, MN 55415, Attention: Legal Department. Either party may change such address by written notice in the manner specified above for the giving of notices to the other; provided, however, neither party may designate a foreign address or an address for delivery of notices which does not indicate a street address (i.e., building name or number and street identification), city, state and zip code. Notice shall be deemed received as of the date such notice is (i) delivered to the party intended to receive such notice, (ii) delivered to the then designated address of the party to receive such notice, (iii) rejected or other refusal to accept at the then designated address of the party to receive such notice, (iv) undeliverable because of a changed address of which no notice was given, or (v) five (5) days following deposit in the United States mail, if served by certified or registered mail, return receipt requested. Notices by a party may be given by the legal counsel to such party and/or an authorized agent of such party. In this regard, any notice to be given by or on behalf of Lessor under this Lease shall be effective if given by Lessor’s legal counsel and/or Lessor’s property manager.

14. **No Recording.** This Lease shall not be recorded, but if Lessor or Lessee shall so request, Lessor and Lessee shall execute and deliver a memorandum of this Lease in the form attached to this Lease as Exhibit B.
15. **Binding Effect.** This Lease shall inure to the benefit of and shall be binding upon the parties, their successors and assignees.

16. **Quiet Enjoyment.** So long as Lessee keeps and performs its obligations under this Lease, Lessee may quietly have, hold and enjoy the Premises during the Lease Term, free from hindrance or molestation by Lessor and persons claiming by, through and under Lessor.

17. **No Partnership.** Nothing contained in this Lease shall be deemed or construed as creating an agency, partnership or joint venture relationship between Lessor and Lessee or between Lessor and any other party, or cause Lessor to be responsible in any way for the debts or obligations of Lessee or any other party.

18. **Leasehold Mortgage:**

(a) **No Encumbrance of Fee Title.** Lessor shall not subject its fee title to the Premises to a mortgage, deed of trust or other encumbrance unless Lessee receives a written agreement, in recordable form and reasonably acceptable to Lessee, confirming that no foreclosure of such deed of trust, mortgage or other encumbrance shall result in the termination of this Lease or any sublease and that the holder of such mortgage, deed of trust or other encumbrance shall not disturb the possession of Lessee or any sublessee.

(b) **Lessee’s Encumbrance of Leasehold Interest.** Lessee is hereby given the right, at any time and from time to time, to mortgage its leasehold estate in the Premises, provided that any leasehold mortgage shall be subject and subordinate to the rights of Lessor hereunder. As used in this Section and throughout this Lease, the noun “mortgage” shall include a deed of trust, the verb “mortgage” shall include the creation of a deed of trust, the word “mortgagor” shall include the beneficiary under a mortgage or deed of trust encumbering Lessee’s leasehold estate in the Premises, and the terms “foreclose” or “foreclosure” shall include a trustee’s sale under a deed of trust as well as a foreclosure by judicial process.

19. **Environmental Matters.** Lessee acknowledges receipt of the environmental reports, studies, investigations and materials regarding the Premises listed on the attached Exhibit C. Lessee further acknowledges that the real property located beneath the Premises is contaminated, and agrees not to disturb the soils in connection with the System. During the Lease Term, Lessee shall not store on the Premises or bring onto the Premises, nor permit anyone to store on the Premises or bring onto the Premises, any hazardous substances or materials, as defined by law or regulation, nor shall Lessee exacerbate or permit anyone to exacerbate any contamination located beneath the concrete slab. Lessor shall indemnify and hold Lessee harmless from any claims of violation of law regarding environmental matters currently existing at the Premises, except to the extent Lessee’s negligence or willful misconduct caused such violation. Lessee shall indemnify and hold Lessee harmless from any claims of violation of law regarding environmental matters during the Lease Term, except to the extent Lessor’s negligence or willful misconduct caused such violation.

20. **Maintenance and Repair; Replacement.** Lessee, at its expense, shall maintain and repair, as necessary, the Premises, including the concrete slab located beneath the Premises,
and keep the same in least as good a condition as exists on the Effective Date, including filling cracks in the concrete slab. Lessee, at its expense, shall maintain, repair, and replace, as necessary, the chain link fence surrounding the System, including any gates related thereto. Lessor, at its expense, shall replace, if and to the extent necessary, the concrete slab located beneath the Premises; provided Lessee has properly maintained and repaired such concrete slab.

21. **No Alterations.** Lessee may not alter, modify, or expand the concrete slab at any time during the Lease Term, but shall maintain and repair the same as provided in Section 20.

22. **Keys.** Lessor and Lessee shall cooperate to keep the gate or gates related to the chain link fence locked at all times when Lessor or Lessee do not have personnel physically present at the Premises. Lessor and Lessee shall each be entitled to retain a key or keys to the locks for such gate or gates.

23. **Compliance with Laws.** Lessee, at its expense, shall promptly comply with all laws, ordinances, rules, orders, regulations and other requirements of governmental authorities now or subsequently pertaining to the Premises. Lessee will pay any taxes or other charges by any governmental authority on the System or Lessee’s personal property at the Premises or relating to Lessee’s use of the Premises.

24. **Signs.** Lessee will not place or permit any signs on the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

25. **Entry by Lessor.** Lessor and its agents and contractors will have the right to enter the Premises at reasonable times for inspecting or exhibiting the Premises, but Lessor will have no obligation to make any replacements except as expressly provided in this Lease. Lessor may enter the Premises at any time without notice in case of emergency. In addition to the foregoing, Lessor reserves right, upon thirty (30) days’ written notice to Lessee, to enter the Premises to perform any work required by any governmental authority or Lessor’s environmental consultant, including the right to temporarily or permanently suspend or terminate Lessee’s right to use the Premises. In connection with Lessor’s exercise of its rights pursuant to the preceding sentence, Lessor may require Lessee, at Lessee’s sole expense, to remove all or any portion of the System and any personal property from the Premises, as specified in Lessor’s notice to Lessee, by the end of such 30-day period, as may be reasonably required for Lessor to perform its work. If Lessee fails to remove all or any such portion of the System or personal property as Lessor specifies in its notice by the end of such 30-day period, Lessor may remove all or any such portion of the System or personal property and charge Lessee the costs incurred by Lessor in connection therewith, which amount Lessee shall reimburse to Lessor, upon demand, together with interest at a rate equal to the lesser of twelve (12%) per annum or the highest rate available under applicable law, from the date Lessor invoices Lessee until the date Lessee is reimbursed in full.

26. **Exculpation.** Lessor's liability under this Lease shall be limited to the value of the Premises, and no other assets of Lessor will be subject to levy or attachment in order to satisfy Lessor's obligations under this Lease.
27. **Default.** If Lessee defaults in the performance of any of its obligations under this Lease and such default continues for 30 days after written notice by Lessor to Lessee, Lessor may pursue any remedies available at law or in equity, including, without limitation, termination of this Lease or eviction. No right or remedy will preclude any other right or remedy, no right or remedy will be exclusive of or dependent upon any other right or remedy, and any right or remedy may be exercised independently or in combination.

28. **Waiver of Lease Provisions.** No waiver of any provision of this Lease will be deemed a waiver of any other provision or a waiver of that same provision on a subsequent occasion. Lessor will not be deemed to have waived any provision of this Lease unless it is done by expressed written agreement by Lessor.

29. **Governing Law.** This Lease will be construed under and governed by the laws of Minnesota. If any provision of this Lease is illegal or unenforceable, it will be severable and all other provisions will remain in force as though the severable provision had never been included.

30. **Entire Agreement.** This Lease contains the entire agreement between Lessor and Lessee regarding the subject matter hereof. Lessee agrees that it has not relied on any statement, representation or warranty of any person except as set out in this Lease. This Lease may be modified only by an agreement in writing signed by Lessor and Lessee.

31. **Counterparts.** This Lease may be executed in any number of counterparts, which, when taken together, shall constitute a complete and original instrument.

[Signatures on following page]
IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

LESSOR:

Ford Motor Company,
A Delaware corporation

By: Ford Motor Land Development
Corporation, a Delaware corporation
Its: Attorney in Fact

By: [Signature]
Name: Timothy A. Fissinger
Its: Vice President

LESSEE:

Project Paul, LLC,
a Minnesota limited liability company

By: [Signature]
Name: ________________________
Its: _________________________
IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

LESSOR:
Ford Motor Company,
A Delaware corporation

By: Ford Motor Land Development Corporation, a Delaware corporation
Its: Attorney in Fact

By:__________________________
Name:________________________
Its:__________________________

LESSEE:
Project Paul, LLC,
a Minnesota limited liability company

By:__________________________
Name: Michael R. McElroy
Its: Manager
EXHIBIT A

DEPICTION OF THE PREMISES

See following page
Parcel Description:

That part of Lot 4, AUDITOR'S SUBDIVISION NO. 87, according to the recorded plat thereof, Ramsey County, Minnesota, described as follows:

Commencing at the southeast corner of said Lot 4; thence South 70 degrees 01 minute 02 seconds West, assumed bearing along the south line of said Lot 4, a distance of 108.92 feet; thence North 19 degrees 58 minutes 58 seconds West, a distance of 213.13 feet to the actual point of beginning of the parcel to be described; thence North 86 degrees 17 minutes 18 seconds West, a distance of 148.09 feet; thence South 63 degrees 49 minutes 12 seconds West, a distance of 37.96 feet; thence South 49 degrees 25 minutes 14 seconds West, a distance of 255.05 feet; thence South 74 degrees 55 minutes 50 seconds West, a distance of 129.35 feet; thence North 11 degrees 00 minutes 00 seconds West, a distance of 160.15 feet; thence North 08 degrees 09 minutes 34 seconds West, a distance of 54.35 feet; thence North 04 degrees 08 minutes 48 seconds West, a distance of 34.80 feet; thence North 03 degrees 28 minutes 59 seconds East, a distance of 16.64 feet; thence North 06 degrees 15 minutes 52 seconds East, a distance of 27.43 feet; thence North 21 degrees 35 minutes 09 seconds East, a distance of 16.83 feet; thence North 46 degrees 34 minutes 45 seconds East, a distance of 11.99 feet; thence North 63 degrees 04 minutes 28 seconds East, a distance of 38.58 feet; thence North 48 degrees 21 minutes 14 seconds East, a distance of 24.87 feet; thence North 60 degrees 38 minutes 38 seconds East, a distance of 208.32 feet; thence North 06 degrees 08 minutes 19 seconds East, a distance of 14.58 feet; thence North 58 degrees 36 minutes 46 seconds East, a distance of 21.86 feet; thence North 89 degrees 01 minute 13 seconds East, a distance of 28.14 feet; thence South 87 degrees 54 minutes 58 seconds East, a distance of 40.89 feet; thence South 76 degrees 44 minutes 46 seconds East, a distance of 72.58 feet; thence South 47 degrees 19 minutes 27 seconds East, a distance of 70.73 feet; thence South 37 degrees 56 minutes 56 seconds East, a distance of 115.56 feet; thence South 05 degrees 35 minutes 08 seconds East, a distance of 44.42 feet; thence South 02 degrees 37 minutes 40 seconds West, a distance of 68.87 feet to the point of beginning.

Containing 152,550 square feet or 3.502 acres, more or less.
EXHIBIT A-1

EXCEPTIONS TO TITLE

1. Real estate taxes and assessments in the year of closing.

2. Rights of the City of Saint Paul in the right of way for Mississippi River Boulevard, as said road is presently laid out and traveled, and as shown on the following:

   Plat of Mississippi River Boulevard No. 2, recorded August 13, 1906, in the office of the County Recorder as Doc. No. 328682; and

   Plat of Auditor’s Subdivision No. 87, recorded March 6, 1934, in the office of the County Recorder as Doc. No. 860584, and recorded March 6, 1934, in the office of the Registrar of Titles as Doc. No. 143957.

3. Terms and conditions, including an easement for access and other purposes, as contained in the Access Easement Agreement, between Ford Motor Company, and Twin Cities Hydro LLC, dated March 31, 2008, recorded April 1, 2008, in the office of the Registrar of Titles as Doc. No. 2036722, and recorded April 1, 2008, in the office of the County Recorder as Doc. No. 4090894.

4. Terms and conditions, including an easement for power plant operations, as contained in the Tailrace Easement Agreement, between Ford Motor Company, and Twin Cities Hydro LLC, dated March 31, 2008, recorded April 1, 2008, in the office of the Registrar of Titles as Doc. No. 2036723, and recorded April 1, 2008, in the office of the County Recorder as Doc. No. 4090895.

5. Terms and conditions of the following Sand Tunnel Easement Agreement and related document:

   (a) Sand Tunnel Easement Agreement, between Twin Cities Hydro LLC, and Ford Motor Company, dated March 31, 2008, recorded April 1, 2008, in the office of the Registrar of Titles as Doc. No. 2036724, and recorded April 1, 2008, in the office of the County Recorder as Doc. No. 4090896; and

   (b) Amendment to Sand Tunnel Easement Agreement, dated October 23, 2008, recorded November 6, 2008, in the office of the Registrar of Titles as Doc. No. 2055763, and recorded November 6, 2008, in the office of the County Recorder as Doc. No. 4125816.

6. Any adverse claim based upon either or both of the following assertions:

   (a) The Land, or any part thereof, is now, or at any time has been, included with the Mississippi River; or

   (b) Some portion of the Land has been created by artificial means, or has accreted to such portion so created.
7. Riparian rights incident to the Mississippi River.

8. Matters, if any, arising as a result of the fact that the boundary of the Land along the Mississippi River is not a fixed line and will move.

9. Possible lack of title to any part not included in either of the following deeds:

(a) Deed, from the City of Saint Paul, as grantor, to Ford Motor Company, as grantee, dated July 21, 1923, recorded July 21, 1923, in the office of the County Recorder as Doc. No. 639061; or

(b) Deed, from R. J. Graf and Helen Harriet Graf, as grantors, to Ford Motor Company, as grantee, dated July 17, 1923, recorded July 21, 1923, in the office of the County Recorder as Doc. No. 639071.
EXHIBIT B

See following page
MEMORANDUM OF AIR RIGHTS LEASE

THIS MEMORANDUM OF AIR RIGHTS LEASE (this “Memorandum”) is entered into this ___ day of December, 2019, by and between Ford Motor Company, a Delaware corporation (“Lessor”), and Project Paul, LLC, a Delaware limited liability company (“Lessee”).

RECITALS

WHEREAS, Lessor and Lessee are parties to that certain Air Rights Lease dated December ___, 2019 (the “Lease Agreement”).

WHEREAS, Lessor and Lessee desire to record this Memorandum as constructive notice of such Lease Agreement.

MEMORANDUM

NOW, THEREFORE, for and in consideration of the rents reserved and the covenants and conditions set forth in the Lease, Lessor and Lessee do hereby covenant, promise and agree as follows:

1. Definitions. Capitalized terms used herein which are not otherwise defined herein shall have the respective meanings ascribed to them in the Lease.

2. Grant of Lease. Pursuant to the Lease, Lessor has leased to Lessee and Lessee has leased from Lessor the Premises upon the terms and conditions set forth in the Lease.

3. Effective Date. The Effective Date of the Lease is December ___, 2019 (the "Effective Date").

4. Expiration Date. The initial term of this Lease shall be for a period of twenty-five (25) years (the “Initial Term”), commencing on the Effective Date, unless the Lease shall be extended or sooner terminated as expressly provided in the Lease.

5. Options to Extend. For so long as the System is in use within the Premises, Lessee shall have and is hereby granted the option to extend the Initial Term for five (5) additional periods of five (5) years each (each, an “Extended Term”).

6. Incorporation of Lease. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Lease, the terms of which are incorporated herein by reference.

This instrument is merely a memorandum of the Lease and is subject to all of the terms, provisions and conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.

{Signature pages to follow}
IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be entered into as of the day and year first above written.

FORD MOTOR COMPANY, a Delaware corporation

By: Ford Motor Land Development Corporation, a Delaware corporation

Its: Attorney in Fact

By: ____________________________
    Timothy A. Fissinger
    Vice President

STATE OF ___________________  )
 ) ss
COUNTY OF ___________________ )

The foregoing instrument was acknowledged before me this ___ day of December, 2019, by Timothy A. Fissinger, the Vice President of Ford Motor Land Development Corporation, a Delaware corporation, as Attorney in Fact for Ford Motor Company, a Delaware corporation, on behalf of the corporation.

________________________________
Notary Public
PROJECT PAUL, LLC,
a Delaware limited liability company

By: Michael R. McElroy
Its: Manager

STATE OF MINNESOTA   )
                   ) ss
COUNTY OF HENNEPIN  )

The foregoing instrument was acknowledged before me this ___ day of December 2019,
by Michael R. McElroy, the Manager of Project Paul, LLC, a Delaware limited liability company,
on behalf of the limited liability company

Notary Public

This instrument was drafted by, and upon
Recording shall be returned to:

Ryan Companies US, Inc. (AEW)
533 South Third Street, Suite 100
Minneapolis, MN  55415
EXHIBIT C

PHASE I ENVIRONMENTAL SITE ASSESSMENT (JUNE 29, 2007)
SOIL INVESTIGATION REPORT - BASEBALL FIELDS - FEATURE 139 (SEPTEMBER 7, 2007)
SOIL INVESTIGATION AND RISK ASSESSMENT WORK PLAN - BASEBALL FIELDS - FEATURE 139 (SEPTEMBER 7, 2007)
INITIAL PHASE II - EXTERIOR INVESTIGATION REPORT (OCTOBER 31, 2007)
ADDITIONAL SOIL INVESTIGATION AND SURFACE SOIL RISK ASSESSMENT - BASEBALL FIELDS - FEATURE 139 (DECEMBER 19, 2007)
RESPONSE ACTION IMPLEMENTATION REPORT - BASEBALL FIELDS - FEATURE 139 (MARCH 13, 2008)
GROUNDWATER SEEP & MISSISSIPPI RIVER SAMPLING WORK PLAN (APRIL 11, 2008)
SUPPLEMENTAL PHASE II EXTERIOR INVESTIGATION WORK PLAN (MAY 13, 2008)
NORTH PARKING AREA SUPPLEMENTAL PHASE II - EXTERIOR INVESTIGATION WORK PLAN (MAY 19, 2008)
QUARTERLY GROUNDWATER SAMPLING EVENT (JUNE 27, 2008)
QUARTERLY GROUNDWATER SAMPLING EVENT (DECEMBER 31, 2008)
PHASE II - INTERIOR INVESTIGATION WORK PLAN (MAY 28, 2010)
TUNNEL 1A RESPONSE ACTION IMPLEMENTATION REPORT (JANUARY 11, 2011)
SEEP AND RIVER SAMPLING EVENTS (FEBRUARY 22, 2011)
FINAL/INITIAL RECEPTOR SURVEY (JULY 18, 2011)
UNDERGROUND STORAGE TANK (UST) SUMP SAMPLING EVENTS (DECEMBER 5, 2012)
MPCA APPROVAL - UST SUMP SAMPLING REPORT (FEBRUARY 8, 2013)
FINAL SUPPLEMENTAL PHASE II EXTERIOR INVESTIGATION REPORT (MAY 31, 2012)
MPCA RESPONSE - REVISE SUPPLM PHASE II EXTERIOR REPORT (FEBRUARY 4, 2013)
REVISED - FINAL SUPPLM PHASE II EXTERIOR INVESTIGATION REPORT (40MB) (MAY 29, 2013)
MPCA APPROVAL - REVISED SUPPLM PHASE II EXTERIOR INVESTIG. REPORT (SEPT 5, 2013)
NORTH PARKING AREA STATISTICAL ANALYSIS NFA REQUEST (JULY 2012, 2013)
MPCA RESPONSE - NORTH PARKING AREA NFA REQUEST (FEBRUARY 7, 2013)
FINAL PROPANE SAMPLING OF TANK REMOVALS (MAY 6, 2013)
UNDERGROUND STORAGE TANK (UST) REMOVAL - ENVIRONMENTAL CONTINGENCY PLAN (APRIL 9, 2013)
MPCA APPROVAL - UST REMOVAL CONTINGENCY PLAN (MAY 28, 2013)
SUBSURFACE INVESTIGATION WORK PLAN – ELEMENT 1 (JULY 15, 2013)
MPCA APPROVAL - SUBSURFACE INVESTIGATION WORK PLAN – ELEMENT 1 (SEPTEMBER 17, 2013)
SITE-WIDE ENVIRONMENTAL CONTINGENCY PLAN DURING DEMOLITION (JULY 17, 2013)
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