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SECOND AMENDMENT TO LEASE AGREEMENT

This **SECOND AMENDMENT TO LEASE AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "**City**"), and jointly and severally **MSP MASTER TENANT I, LLC**, a Colorado limited liability company doing business at 282 Century Place, Suite 2000, Louisville, Colorado 80027, successor in interest to **MAIN STREET POWER COMPANY, INC.** (the "**Lessee**"), and **CO-CA Wholly Owned, LLC**, a Delaware limited liability company doing business in Colorado at 282 Century Place, Suite 2000, Louisville, Colorado 80027 (the "**Xcel Account Holder**" and, together with the City and the Lessee, the "**Parties**").

WHEREAS, the City and Main Street Power Company, Inc. entered into a Lease Agreement contract control no. RC0A008 dated July 6, 2010 and an associated Power Purchase Agreement contract control no. CE0A025 dated July 6, 2010 to allow the Lessee to construct, install, and operate an electricity grid-connected photovoltaic solar power plant (the "**Generating Facility**") on property owned by the City and located at 671 South Jason Street in Denver, Colorado (the "**Premises**"), to generate solar energy for purchase by the City;

WHEREAS, the City and Main Street Power Company, Inc. entered into an amendment to the Lease Agreement (together with the original Lease Agreement, the "**Agreement**") and an amendment to the associated Power Purchase Agreement on March 31, 2011 to acknowledge Main Street Power Company, Inc.'s assignment of its rights and obligations under both the Lease Agreement and the associated Power Purchase Agreement to MSP Master Tenant I, LLC;

WHEREAS, on April 20, 2021, the Lessee assigned the Interconnection Agreement with Public Service Company of Colorado and the Rebate/REC Contract with Public Service Company of Colorado, in each case, associated with the Generating Facility to the Xcel Account Holder;

WHEREAS, both the Lessee and the Xcel Account Holder are subsidiaries of AES Renewable Holdings, LLC, f/k/a AES Distributed Energy, Inc.;

WHEREAS, the Generating Facility must be temporarily removed, stored, and reinstalled to allow the City to conduct roof repair, maintenance, and/or replacement work on the Premises when such work becomes necessary in the sole discretion of the City;

WHEREAS, to settle all claims and counterclaims between the Parties regarding the removal, storage, and reinstallation of generating facilities owned by the Lessee, including the Generating Facility, and located on City-owned properties, including the Premises, the Parties entered into that certain "Settlement Agreement Between AES Renewable Holdings, LLC f/k/a AES Distributed Energy, Inc. and City and County of Denver and Amendment to Solar Power Purchase Agreements and Lease Agreements" dated March 29, 2022 ("**Settlement Agreement**");

WHEREAS, the Settlement Agreement requires the Parties to amend the Agreement to clarify the roles and responsibilities between the Parties in the event the City determines that roof repair, maintenance, and/or replacement work on the Premises is necessary; and

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WHEREAS, pursuant to the Settlement Agreement, the Parties wish to amend the Agreement to amend Sections 3.02, 12.06 and 12.20 of the Agreement.

NOW THEREFORE, in consideration of the premises and the Parties' mutual covenants and obligations, the Parties agree as follows:

1. Section 3.02 entitled "**USE OF DEMISED PREMISES**," of the Agreement is hereby deleted in its entirety and replaced with:

> "Lessee may use the Demised Premises only to construct upon, occupy, own, operate, and use the Generating Facility on the Demised Premises consistent with and subject to all of the terms and provisions of this Lease and the related Power Purchase Agreement and provide related services as set forth on the Summary Page and for no other purposes, unless otherwise authorized in writing by the Manager. It is understood that the use of the Demised Premises is restricted by existing zoning code designation of the City, will not create interference with existing building antennas, and by all applicable rules, regulations, statutes or ordinances promulgated by any federal, state or municipal agency having jurisdiction over the Demised Premises. Lessee represents and warrants that it has reviewed the applicable land use restrictions. As of the Commencement Date, Lessee represents and warrants that it shall comply with applicable zoning and land use restrictions.
>
> Lessee understands and agrees that due to the extended length of the Term of this Lease, the City may determine that it has become necessary for the City to replace the roof or perform maintenance or other significant construction related maintenance of the Premises, including the Demised Premises. In the event that the City determines to replace the roof or conduct other significant maintenance impacting the Demised Premises, the City shall provide at least one hundred twenty (120) days notice to the Lessee. The City shall permit the Lessee to resume occupation of the Demised Premises in a reasonably timely manner upon completion of the roof replacement or other significant maintenance impacting the Demised Premises, but in no event shall the Generating Facility be out of service for more than forty five (45) consecutive days. In the event that more than forty five (45) consecutive days will pass without operation of the Generating Facility, the Lessee may, with permission of the Utility, relocate the Generating Facility on the Premises or an alternative site within a "qualifying census tract" (as that term is used in Section 45D of the Internal Revenue Code) and the City shall provide the relocation area on the Premises to allow continued operation of the Generating Facility until such time as the maintenance of the Demised Premises is completed and the Generating Facility restored to its original location at the Demised Premises. No additional rents shall be due for an alternative site. Should the City determine that maintenance under this Section is necessary, the Parties agree to split the cost of removing, storing and reinstalling the Generating Facility, along with all other necessary and associated costs, with the Lessee paying 65% of such costs and the City paying 35% of such costs, subject to City appropriation. The Parties further agree that a third-party contractor will perform the work of removing, storing and reinstalling the Generating Facility, should it be necessary under the provisions of this Section, and the Lessee will be responsible for choosing and hiring the third-party

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contractor subject to the approval of the City, which approval will not be unreasonably withheld. A relocation by the City under this provision, including temporarily removing the Generating Facility from its original location at the Demised Premises and subsequently reinstalling the Generating Facility in its original location or a different location, shall be permitted no more than once during the Term, except in the event of an emergency. The determination of the need for an emergency repair or maintenance shall be at the sole discretion of the Manager of General Services upon reasonable notice to the Lessee. To the extent possible, the City will provide the Power Provider with space to temporarily store the Generating Facility on the Site during any temporary relocation as governed by this paragraph.

If the City fails to appropriate funds necessary to pay the 35% of the costs necessary to remove, store, and reinstall the Generating Facility as required in this Section 3.02, such failure shall constitute a "Non-Appropriation Event" as defined in Section 4(e)(ii) of the Power Purchase Agreement associated with the Generating Facility at the Premises, thereby entitling the Lessee to terminate this Agreement and the associated Power Purchase Agreement, consistent with Section 4(f) of the Power Purchase Agreement.

The Parties understand and agree that none of the language provided in Section 8.03 of this Agreement shall limit, decrease, or alter the responsibility of the City to pay the 35% of costs to remove, store, and reinstall the Generating Facility when the City determines that such work is necessary in accordance with this Section 3.02."

2. Section 12.06, entitled "**INCONVENIENCES DURING CONSTRUCTION**," second paragraph, of the Agreement shall be deleted in its entirety and replaced with the following:

"Lessee understands and agrees that due to the extended length of the Term of this Lease, the City may determine that it has become necessary for the City to replace the roof or perform other construction related maintenance of the Premises, including the Demised Premises. In the event that the City determines to replace the roof or conduct other maintenance impacting the Demised Premises, the Parties shall cooperate as provided in Section 3.02 herein."

3. Section 12.20 shall be added and entitled "**JOINT AND SEVERAL LIABILITY**," and shall state:

"To induce the City to enter into this Amendatory Agreement, Lessee and Xcel Account Holder jointly and severally agree that the representations, warranties, covenants, and agreements of Lessee and Xcel Account Holder are joint and several and that the obligations referenced in the Agreement, as amended, shall be due and performed in full either individually from each of Lessee and Xcel Account Holder or by both of them jointly."

4. As herein amended, the Agreement is affirmed and ratified in each and every particular.

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5. This Second Amendment to Lease Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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Contract Control Number: GENRL-202263077-02 [RC0A008-02]
Contractor Name: MSP MASTER TENANT I, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By: _____

_____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

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Contract Control Number: GENRL-202263077-02 [RC0A008-02]
Contractor Name: MSP MASTER TENANT I, LLC

By: DocuSigned by: Trey Hall 4B62C8D008AD4EA...

Name: Trey Hall
(please print)

Title: Authorized Person, AES Clean Energy
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

DocuSign Envelope ID: ABB8C4AF-DC5F-4D97-889A-D8A16FC95A51

Contract Control Number: GENRL-202263077-02 [RC0A008-02]
Contractor Name: CO-CA WHOLLY OWNED, LLC

By: DocuSigned by: Trey Hall 4B62C8D008AD4EA...

Name: Trey Hall
(please print)

Title: Authorized Person, AES Clean Energy
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)