

LESSEE SITE NAME

Prepared By and Return To:

Parcel:

(Recorder's Use Above this Line)

STATE OF NEBRASKA)
)
COUNTY OF SALINE)

NON-DISTURBANCE AGREEMENT

This Non-Disturbance Agreement, dated as of [date] (this “Agreement”), is entered into by and among **CITY OF CRETE, NEBRASKA** (the “Lessor”), **SE MUNICIPAL SOLAR, LLC**, a limited liability company existing under the laws of NEBRASKA (the “Borrower” or “Lessee”), and the **UNITED STATES OF AMERICA**, acting by and through the Administrator of the Rural Utilities Service (together with any person or agency succeeding to the power and rights of the Rural Utilities Service with respect to this Agreement, the “RUS”).

RECITALS

WHEREAS, Borrower seeks to construct facilities for electric generation from renewable energy sources (the “Project”) located on property owned by Lessor located in Saline County, Nebraska (the “Property”).

WHEREAS, Borrower, as and Lessee, and Lessor have entered into that certain Lease and Easement Agreement for Solar Energy System, dated as of November 28, 2022, a copy of which, is attached hereto as Attachment B (such Lease and Easement Agreement for Solar Energy System, as it has been or may be amended, amended and restated, modified or supplemented from time to time, the “Lease Agreement”).

WHEREAS, the Borrower has obtained financing for the Project from Lender, pursuant to that certain Powering Affordable Clean Energy Program Loan Agreement, dated as of [date] (the "Loan Contract"), in an amount not to exceed 2,182,500 (the "Loan"), and the Project to be built with the Loan shall be located on the Property, covered under the Lease Agreement. .

WHEREAS, as a condition to, and to secure, the Loan, Borrower has mortgaged and pledged all of its right, title and interest under the Lease Agreement pursuant to that certain Leasehold Mortgage, Security Agreement, and Financing Statement, dated as of [date], made among Borrower and Lender (the "Leasehold Mortgage").

AGREEMENT

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. *Consent.* Lessor consents to Borrower and the Lender entering into the Leasehold Mortgage and the filing of said Leasehold Mortgage against its Property.

SECTION 2. *Assignment.* Lessor acknowledges the significant increase in value to the Property that the Government's Loan will afford, and accordingly, Lessor warrants that it shall not assign any portion of its right, title, or interest under the Lease Agreement or to any sale of the Property unless the assignee or purchaser undertakes to be bound by the terms of this Agreement as if it were Lessor.

SECTION 3. *Nondisturbance.* In the event and notwithstanding the occurrence of any foreclosure, or conveyance in lieu of foreclosure, of or relating to the Property, Lessee's rights under the Lease will remain in full force and effect, and Lessee's possession of the Property under the Lease Agreement will remain undisturbed by Lessor or any purchaser at any foreclosure sale during the term of the Lease and any renewal or extension of the Lease, if Lessee shall not be in material default under the Lease beyond any applicable cure provisions in the Lease or, if no cure provisions are provided, following thirty (30) days' notice from Lessor to Lessee of any material nonperformance or default and Lessee's failure to cure or to commence to cure such nonperformance or default within such thirty (30) day period.

SECTION 4. *Extended Lender Cure Rights.* Notwithstanding anything in the Lease Agreement to the contrary, in the event that Borrower defaults under the Lease Agreement giving Lessor the right to terminate the Lease Agreement (including without limitation any default by reason of bankruptcy or insolvency of Borrower or Borrower's rejection of the Lease Agreement in any bankruptcy or insolvency proceeding), Lessor shall give Lender written notice of default and of Landlord's intention to terminate the Lease Agreement. Before terminating the Lease Agreement, Lessor shall grant Lender the right, but not the obligation, to cure or undertake the elimination of such default within one hundred twenty (120) days after Lender's receipt of such notice; provided, however, if any default shall occur other than the payment of money which cannot with due diligence be cured within such one hundred twenty (120) day period, then Lender shall have such additional time as may be reasonably necessary to cure said default as long as Lender commences a cure within such one hundred twenty (120) day period and thereafter diligently proceeds to cure the default. In addition, if the default is non-monetary, such default shall be deemed cured and Lessor shall not terminate the Lease Agreement if: (i) Lender shall, within one hundred twenty (120) days after receipt of notice of such default, commence and diligently prosecute such actions as may be necessary for the appointment of a receiver or to cause the foreclosure of its Leasehold Mortgage (including without limitation seeking relief from the automatic stay provisions of Section 362 of the Bankruptcy Code or any successor statute in any bankruptcy proceeding affecting such foreclosure); (ii) all rents shall be brought current within such one hundred twenty (120) day period and shall be kept current throughout such

foreclosure proceedings; and (iii) Lender or receiver shall undertake in writing to perform all other covenants of Borrower which Lender is reasonably capable of performing, throughout such foreclosure proceedings except as otherwise set forth herein.

SECTION 5. *Specific Performance.* Each Party shall be entitled to specific performance of the covenants, agreements, and rights in the Agreement. All remedies provided at law or in equity shall be cumulative and non-exclusive, including, without limitation, the right to specific performance.

SECTION 6. *Binding Effect.* This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

SECTION 7. *Notices.* All notices or demands that are required or permitted to be given or delivered under this Agreement must be in writing, and will be deemed to have been given or delivered: (i) by hand delivery, on the date of hand delivery; (ii) one (1) business day after delivery to an overnight courier for next business day delivery, delivery charges prepaid; or (iii) by registered or certified United States Mail, postage prepaid and return receipt requested, three (3) days after deposited in the mail, addressed as follows:

If to Lender: Rural Utilities Service
U.S. Department of Agriculture
Room No. 4121 South
1400 Independence Avenue SW
Washington, D. C. 20250-1500
Attention: Administrator
Email: RUSElectric@usda.gov

If to Lessor: City of Crete
243 East 13th Street
PO Box 86
Crete, NE 68333-0086

If to Lessee: SE Municipal Solar, LLC
1403 Harney Street
Suite 200
Omaha, NE 68102

Any Party may change such Party's address from time to time by giving written notice of the change to all other Parties at least thirty (30) days prior to the effective date of such change. Inability to deliver notice due to a change of address for which no notice was delivered, or refusal to accept delivery, shall be deemed delivery under this Agreement.

SECTION 8. *Third Party Beneficiaries.* This Agreement is solely for the benefit of the parties hereto and their respective successors and permitted assigns, and this Agreement shall not otherwise be deemed to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

SECTION 9. *Governing Law.* This Agreement shall be governed by, and construed and interpreted according to, the laws of the state in which the Property is located.

SECTION 10. *Counterparts.* This Agreement may be executed in one or more duplicate counterparts, and when executed and delivered by all the parties listed below, shall constitute a single binding agreement. Signatures delivered by facsimile or by PDF shall have the same effect as original signatures.

SECTION 11. *Severability.* Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof (provided the substance of the agreement between the parties is not thereby materially altered) and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable Law, the parties hereto hereby waive any provision of Law which renders any provision hereof prohibited or unenforceable in any respect.

SECTION 12. *Waivers.* No modification, amendment, waiver, or release of any provision of this Agreement or of any right, obligation, claim, or cause or action arising under this Agreement shall be valid or binding for any purpose, unless in writing and duly executed by the Party against whom the same is sought to be asserted.

SECTION 13. *Entire Agreement.* This Agreement, the Lease Agreement, and the Leasehold Mortgage are the entire understandings and agreements of the Parties regarding their subject matter and supersede any prior and contemporaneous oral or written understandings and agreements regarding their subject matter.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY OF CRETE, NEBRASKA

STATE OF NEBRASKA)
) SS
COUNTY OF)

IN WITNESS WHEREOF, sworn and subscribed before me, I have hereunto set my hand and official seal.

My Commission expires:

UNITED STATES OF AMERICA,
by and through the Administrator of the Rural Utilities
Service

By: _____
Name: _____
Title: _____

DISTRICT OF COLUMBIA) SS

On this ____ day of _____, 2025, personally appeared before me Karl L. Elmshaeuser, who being duly sworn, did say that he is the Administrator of the Rural Utilities Service, an agency of the United States of America, and acknowledged to me that, acting under a delegation of authority duly given and evidenced by law and presently in effect, he executed said instrument as the act and deed of the United States of America for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have heretofore set my hand and official seal the day and year last above written.

Notary Public

(Notarial Seal)

[Signatures continue on the following pages.]

SE MUNICIPAL SOLAR, LLC

By: _____

Name:

Title:

STATE OF)
) SS
COUNTY OF)

I certify that on this ____ day of _____, 2____, the foregoing instrument was acknowledged before me, _____, a Notary Public in and for the above-named County and State, and that _____, to me personally known and the person whose name is signed to the foregoing instrument, did personally appear before me, who being duly sworn and deposed according to law, did make proof to my satisfaction and say that he/she was, at the time of execution thereof, the _____ [Position] of SE Municipal Solar LLC, a Nebraska limited liability company, that he/she knows the corporate seal of said entity, if one exists, and that the foregoing instrument, whose contents are known to him/her, was signed, sealed, and delivered on behalf of said entity by authority and/or Resolution of its manager and furthermore acknowledged the instrument to be his/her free and voluntary act and deed, as well as that of the entity, for the purposes and uses therein set forth.

IN WITNESS WHEREOF, sworn and subscribed before me, I have hereunto set my hand and official seal.

Notary Public

(Notarial Seal)

My Commission expires:

ATTACHMENT A
PROPERTY DESCRIPTION

ATTACHMENT B
LEASE AGREEMENT
(attached)