

Juniper Energy LLC

May 16, 2019

Gary Mahrt
Gillian's Dairy
4000 Two Rock Road
Petaluma, CA 94952

Re: Proposal to Enter Into Grazing Lease Agreement

Dear Gary:

Following our recent conversations, this letter summarizes the principal terms of a proposed lease (the "Lease") for grazing sheep owned by Gillian's Dairy ("Dairy") on property owned by Juniper Energy LLC or an affiliate (collectively "Juniper").

Grazing Lease Juniper and Dairy will enter into a definitive agreement, where Juniper agrees to lease to Dairy, and Dairy agrees to lease from Juniper, a portion of the property located at 5853 Bodega Avenue, Petaluma, California (the "Property"). The portion of the Property that comprises the leased real property consists of approximately 25 acres of pastureland (the "Pasture"). Juniper would lease the Pasture to Dairy on a non-exclusive basis for the express purpose of feeding and grazing its sheep.

Term The initial term of the Lease would commence upon the completion of a solar photovoltaic generation system being developed, owned and operated by Juniper on the Property (the "Solar Farm"). The initial term would run for the remaining calendar year and thereafter automatically renew on a year-to-year basis provided that either party could end the Lease by providing at least 90 days written notice prior to the beginning of the next calendar year.

Rent [REDACTED] per year.

Non-Exclusive Use of the Property Dairy would only have rights to graze its sheep on the Pasture. Dairy would lease the Pasture in its "AS IS" condition. Juniper would have no obligation whatsoever to perform any work or make any repairs with respect to the Pasture, to furnish any services with respect to the Pasture, or to incur any expenses with respect to the Pasture. All other activities, including, without limitation, hunting, human occupancy, extraction of minerals, or construction of improvements, without Juniper's permission, would be prohibited.

Juniper Energy LLC

Proposal to Enter Into Grazing Lease

Page 2

Other Terms The consummation of the contemplated transaction by Juniper would be subject to the satisfaction of the following conditions, including:

- a. Agreement by the parties on grazing standards and practices (to be negotiated); and
- b. Evidence that Dairy has and maintains adequate insurance and has named Juniper as a named insured on its policies.

The parties will be responsible for and bear all of their own costs and expenses incurred at any time in connection with pursuing or consummating the Lease.

This letter is intended to serve as the basis for the negotiation of a legally binding agreement between the parties, and is subject to continuing due diligence by the parties. Until such time as a definitive agreement evidencing the Lease is negotiated and executed by both parties, each party will have the right to terminate negotiations for any reason.

If you are in agreement with the foregoing terms, please sign below and return one copy of this letter at your earliest convenience.

Very Truly Yours,



Keith McDaniels
Managing Partner

Juniper Energy LLC
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Dairy expects Juniper to finish well development for livestock water. Dairy would also want to approve any perimeter fence design and the selection of any forage species for reseeding after ground work is complete

ACKNOWLEDGED AND AGREED:

GILLIAN'S DIARY:

By: *Garry S. Mahrt*
 Name: *Garry S. Mahrt*
 Title: *owner*
 Date: *21 May 2019*