

# EXHIBIT A

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# EXHIBIT A

## PART 1

## SOLAR GROUND LEASE AGREEMENT

**THIS SOLAR GROUND LEASE AGREEMENT** (this "Lease") is made and entered into as of the 25 day of September, 2020 (the "Effective Date"), by and between **JEREMY BLAIR and MOLLIE SULLIVAN** (collectively, "Landlord") and **NORTHERN BOBWHITE SOLAR LLC**, a Kentucky limited liability company ("Tenant").

### WITNESSETH:

In consideration of [REDACTED] to be paid from Tenant to Landlord on or before the date that is thirty (30) days after the Effective Date and the rent to be paid to Landlord by Tenant, as hereinafter provided, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, real property containing approximately 14.1 acres, located at 1569 Barbers Mill Road, Marion County, KY and in substantially the location set forth on Exhibit B less and except and not including the Do Not Disturb Area as defined in Section 6 and as depicted on Exhibit B-1 attached hereto and all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the property and the improvements now or in the future located thereon (the "Premises"), to be occupied and used upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. of 064-002-03-04 containing approximately 35.3 acres, and located in substantially the location shown in Exhibit A attached hereto and by this reference made a part hereof (the "Land").

1. Term of Lease; Extension Terms; Termination Rights; Contingencies/Due Diligence.

(a) The term of this Lease (including any extensions or renewals, the "Term") shall commence on the Effective Date and shall end at 11:59 P.M. local time on the date that is two hundred forty (240) months after the Rent Commencement Date (as hereinafter defined) (the "Expiration Date"), unless extended or sooner terminated as herein provided; provided, however that if the Rent Commencement Date is other than the first day of a calendar month, the Term shall be extended automatically until 11:59 P.M. local time on the last day of the calendar month in which the Term otherwise would expire.

(b) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to extend the initial two hundred forty (240) month Term granted herein for up to four (4) additional, consecutive terms of five (5) years each (each a "Extension Term" and collectively, the "Extension Terms") by providing Landlord with written notice of Tenant's election to extend the Term for the applicable Extension Term prior to the date that is three (3) months prior to the Expiration Date (or prior to the expiration of the then current Extension Term, as applicable). For the avoidance of doubt, the first Extension Term shall commence on the last day of the initial Term with no gap in between, and each subsequent Extension Term shall commence on the last day of the previous Extension Term with no gap in between.

(c) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to terminate this Lease in the event that its power purchase agreement or other agreement under which Tenant provides power generated or stored at the Premises to a third party is terminated for any reason whatsoever. Upon a termination of this Lease by Tenant permitted hereunder, this Lease shall terminate and become null and void, and Tenant shall have no further obligations hereunder (other than the payment of accrued and unpaid rent, the obligation to restore the Premises set forth in Section 14, and those

obligations, if any, that are stated herein to expressly survive the expiration or earlier termination of this Lease).

(d) Tenant's obligation to perform hereunder shall be subject to the satisfaction (or waiver) of the following contingencies (collectively the "Contingencies"):

(i) Tenant obtaining all necessary approvals from state, federal and local authorities required by Tenant to construct its proposed improvements and to operate the Premises for the Intended Use (as hereinafter defined),

(ii) Tenant's entering into power purchase agreement(s) and renewable energy credit purchase agreement(s) for the proposed improvements and operations at the Premise to Tenant's satisfaction,

(iii) Tenant's review and approval of title and survey matters with respect to the Premises, the environmental condition of the Premises and the physical condition of the Land,

(iv) Tenant's receipt of the subordination, non-disturbance and recognition agreements contemplated in Section 22,

(v) Tenant deciding to lease the Premises in lieu of other sites being considered by Tenant prior to the Rent Commencement Date, and

(vi) Tenant's review and approval of any other matters that Tenant deems relevant to determining whether Tenant's leasing of the Premises is economically and otherwise feasible.

If Tenant is unable to satisfy the Contingencies to Tenant's satisfaction prior to the Rent Commencement Date, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, Tenant may terminate this Lease by giving written notice to Landlord prior to the Rent Commencement Date; provided however, that Tenant's right to terminate this Lease under this Section 1(d) shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

As part of Tenant's due diligence, Tenant shall be entitled to conduct (at its expense) such testing of the Premises as Tenant shall determine necessary in its discretion, including without limitation, one or more environmental audits or assessments, and to physically inspect and review the Premises, which investigation shall be of such scope as Tenant determines. During the performance of such diligence, Tenant shall use commercially reasonable efforts to minimize to the extent reasonably possible any interference with Landlord's ongoing use of the Premises, to the extent permitted under this Lease, and only upon prior notification, either oral or by agreed upon e-mail or text messaging, to Landlord of any intended on site activities, which notice Tenant shall in good faith attempt to provide at least forty-eight hours prior to such entry. Any trenches, borings or other land disturbances incurred during the testing period shall be fully restored.

Prior to the Rent Commencement Date, Tenant shall (at its expense) obtain a survey of the Land (the "Survey") that shall show the boundary line of the Premises and otherwise be sufficient to constitute a legal subdivision of the Premises from Landlord's land of which the Premises is a part upon the recordation of the Survey in the appropriate office, if required. The delineation of the Premises on the Survey shall be deemed inserted as Exhibit B to this Lease, automatically replacing any previous Exhibit B.

As part of its inspections and performance of the Survey, Tenant may elect to reduce the Land subject to this Lease, for any reason or no reason, for all or part of the Premises by delivering written notice to Landlord at any time and for any reason. Landlord agrees that Tenant may terminate pursuant to the foregoing a portion of the Premises ("Released Premises") so long as Landlord has access to the Released Premises. The portion of the Premises remaining after any partial termination of this Lease shall thereafter be the "Premises" for purposes of this Lease, and all payment amounts based on acreage shall be adjusted to the amount of acreage of the Premises not terminated. In the event that Tenant elects such partial termination, the Survey (reflecting such termination) shall be incorporated into Exhibit B as if fully set forth therein without amendment to this Lease, and that for purposes of determining the amount of rent payable hereunder, the size of the Premises and the delineation of acreage as shown on the Survey shall be binding on the parties hereto.

2. Construction Notice; Construction Rent; Crop Loss Payment.

(a) Tenant shall provide Landlord notice of its intent to commence construction of the solar farm on the Premises (the "Construction Notice"). The Construction Notice shall include the date on which Tenant intends to commence construction ("Construction Start Date"). Tenant shall deliver the Construction Notice at least thirty (30) days prior to the Construction Start Date. For purposes of this Lease, "construction" shall be defined as Tenant taking any of the following actions: i) issuing an unlimited notice to proceed to the general contractor, ii) mobilization of machinery, equipment, or personal property onto the Premises for the purpose of building the improvements, or iii) the installation of permanent improvements upon the Premises.

(b) Following the Construction Start Date but prior to the Rent Commencement Date (such period being referred to as the "Construction Period"), Tenant shall pay Landlord rent in the amount of [REDACTED] on the Premises then in effect (the "Construction Rent"), in two equal installments per year with the first rent installment payable on or before the Construction Start Date and, the second rent installment being due on or before the date that is six (6) months following the Construction Start Date, and subsequent payments of rent being every six (6) months thereafter. The payment of rent for any fractional calendar year during the Term shall be prorated. [REDACTED]

(c) In addition to the other rent contemplated in Section 2 and subject to the remainder of this Section 2(c), in the event any crops are damaged by Tenant's initial construction of its intended solar farm during the Construction Period, [REDACTED]

3. Rent; Rent Escalation; Rent Commencement Date.

(a) Beginning on the Rent Commencement Date (as defined below and subject to the extensions described below), annual rent shall equal [REDACTED] of land located within the Premises (prorated for any fractional acres), as determined by the Survey. If Tenant elects to terminate in accordance with Section 1(d) of this Lease, no rent shall be due or payable.

(b) Annual rent during the Term shall be payable annually, with the first rent installment payable on or before the date that is thirty (30) days after the Rent Commencement Date and prorated based on the portion of the calendar year during which the Rent Commencement Date occurs that is between the Rent Commencement Date and the next December 31<sup>st</sup>, the second rent installment being due on or before the date that is thirty (30) days following the first January 1<sup>st</sup> following the Rent Commencement Date, and subsequent payments of rent being due within thirty (30) days of each January 1<sup>st</sup> thereafter. The payment of rent for any fractional calendar year during the Term shall be prorated.

(c) [REDACTED]

(d) [REDACTED]

(e) [REDACTED]

(f) [REDACTED]

(g)

(h)

4. Utilities. During the Term, Tenant shall pay for all public utilities used in or at the Premises by Tenant.

5. Alterations. Tenant shall install a fence around the perimeter of the Premises at least six (6) feet high, along with adequate security devices and signage appropriate to a solar farm where electricity is generated, and Tenant shall be solely responsible for the maintenance in good order of such fence, security devices and signage throughout the Term. Tenant may, at its expense, make any other alterations, additions, improvements and changes (including, without limitation, removal of existing improvements and fixtures and trees and plants) to the Premises as it may deem necessary or desirable in connection with its Intended Use of the Premises, without the consent of Landlord; provided however, Tenant shall not install any communication towers such as cell phone, radio or other antenna towers on the Premises, and any security surveillance equipment that Tenant installs on the Premises shall not monitor the residence of Landlord. Such alterations, improvements, and changes may, in Tenant's sole discretion, include the cutting, removal, and sale of any timber or trees, including, without limitation, any remaining stumps, on the Premises; in the event that Tenant requests, Landlord shall execute and deliver a timber deed in commercially reasonable form to evidence such rights of Tenant in the timber and trees. Any and all such alterations, additions, improvements or changes conducted by Tenant shall be done in compliance with applicable laws. Landlord agrees to sign any permit applications, to the extent required by law, and to take all such other actions as are reasonably required to allow Tenant to accomplish any such alterations, additions, improvements and changes to the Premises, including, but not limited to, United States Corps of Engineers permits, erosion control, and tax documents. Notwithstanding anything to the contrary contained in this Lease, Tenant may withhold any rent payments until Landlord has complied with the prior sentence. Any and all improvements constructed on the Premises by or for Tenant, and all machinery, fixtures, trade fixtures, furniture, equipment, and other personal property installed or placed in the Premises by or for Tenant (including, without limitation batteries or other storage facilities, solar modules, panels, and other equipment), shall, regardless of the manner of attachment to the Premises or the improvements thereon, be and at all times remain the property of Tenant and shall be removed by it upon the expiration or earlier termination of this Lease as provided in Section 14.

6. Do Not Disturb Area. The area shown on Exhibit B.1, (the "Do Not Disturb Area") shall be excluded from the Land.

7. Inverter Exclusion Area. Notwithstanding anything to the contrary stated herein, Tenant shall not locate inverters within the portion of property depicted in Exhibit B-2, (the "Inverter Exclusion Area")



8. Use and Occupancy. Tenant shall be entitled to use the Premises for operation of a solar photovoltaic power array for the generation of electric power, and a Battery Energy Storage System that will store electricity along with related equipment, vegetative cover, plants, trees, shrubs, agricultural use, fixtures, appliances, appurtenances and improvements related thereto and ancillary and associated uses (the "Intended Use") and for no other use without the written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant agrees that no unlawful use of the Premises will be made. Landlord shall deliver sole and exclusive possession of the Premises to Tenant on the Effective Date subject only to Landlord's right to continue to farm the Premises in the current manner being farmed until the giving of the "Construction Notice" at which point Landlord will vacate the Premises as provided in Section 2. For the avoidance of doubt, the continued farming of the Premises shall be performed in such a manner as to not interfere with Tenant's rights under this Lease.

9. Insurance.

(a) Tenant shall, after its improvements are completed, keep such improvements insured against loss or damage by fire, windstorm, earthquake and similar hazards in commercially reasonable amounts determined by Tenant.

(b) Beginning on the Effective Date, Tenant, at its sole cost and expense, shall keep or cause to be kept Commercial General Liability Insurance (1986 ISO Form or its equivalent) with a combined single limit of at least One Million Dollars (\$1,000,000.00) each Occurrence and at least Two Million Dollars (\$2,000,000.00) in the aggregate-per location, which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises.

(c) Any provisions herein to the contrary notwithstanding, Landlord and Tenant mutually agree that, in respect to any loss which is covered by insurance then being carried by them respectively (or which would have been covered had such party maintained the insurance required hereunder), the one carrying such insurance and suffering said loss hereby releases the other of and from any and all claims with respect to such loss, and waives any rights of subrogation which might accrue to the carrier of such insurance.

(d) All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the Commonwealth of Kentucky and shall name the Landlord as an additional insured.]

10. Taxes.

(a) Tenant shall pay when due all ad valorem taxes and assessments that may be imposed upon the Premises beginning on the date that Tenant actually commences construction in the solar farm described in the Construction Notice until the end of the Term by applicable governmental entities, including, without limitation, all ad valorem taxes and assessments levied upon the improvements made to the Land by Tenant or upon any other property installed in or brought onto the Premises by Tenant and any roll-back taxes that become due as a result of such construction (but excluding any taxes applicable to the period prior to the beginning of the Term other than the roll-back taxes described above). Furthermore, in the event that the Premises is a part of a larger tax parcel owned by Landlord and ad valorem taxes on such tax parcel increase as a result of Tenant's use of the Premises for the Intended Use, the increased taxes resulting from such change of use shall be equitably apportioned as to Landlord and Tenant in a pro-rata manner such that Tenant is responsible only for such costs as they relate to the Premises or to the extent proven to be in addition to those Landlord would otherwise be required to pay for the remainder of the tax parcel.

(b) Tenant may contest the legal validity or amount of any taxes, assessments, or other charges for which it is responsible under this Lease, and may institute such proceedings as it considers necessary. Tenant shall bear all expenses in pursuing such contest or proceeding. With respect to any taxes for which Tenant is responsible that may constitute a lien on the Property, Tenant shall promptly pay such taxes unless the proceeding in which it contests such tax shall operate to prevent or stay the collection of the taxes so contested or unless Tenant removes any such lien by bonding or otherwise. Landlord agrees to render to Tenant all reasonable assistance, at no cost or expense whatsoever to Landlord, in contesting the validity or amount of any taxes, assessments or charges, including joining in the signing of any reasonable protests or pleadings which Tenant may reasonably deem advisable to file; provided, however, that Tenant shall reimburse Landlord for its reasonable attorneys' fees incurred in connection with providing such assistance.

11. Fire or Other Casualty. In the event that the Premises, the improvements thereon, or any portions thereof, are damaged by fire or other casualty during the Term, and if in Tenant's sole judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Premises or the improvements thereon, as the case may be, Tenant may terminate this Lease by written notice to Landlord. The proceeds of any casualty insurance policy maintained by Tenant shall first be applied to the removal and restoration requirements of Tenant as provided herein and, thereafter, be payable to Tenant.

12. Condemnation.

(a) In the event that the whole of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, or such portion thereof that, in Tenant's judgment, the remainder of the Premises is not suitable for Tenant's purposes (herein called a "Total Taking"), then this Lease shall terminate as of the earlier of the date when title thereto vests in the condemnor or the date when possession thereof shall be delivered to the condemnor.

(b) In the event that a portion or portions of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, and such taking does not constitute a Total Taking (herein called a "Partial Taking"), then this Lease, only as to the portion or portions so taken, shall terminate as of the date possession thereof shall be delivered to the condemnor, but otherwise this Lease shall remain in full force and effect. In the case of a Partial Taking, the rent payable under this Lease after possession of the portion so taken shall be reduced based on the acreage so taken.

(c) In the event that Landlord and Tenant are unable to obtain separate awards with respect to their respective interests in the Premises, then, the single award shall be fairly and equitably apportioned between Landlord and Tenant. The portion of the award to be received by Landlord shall be based upon the taking of or injury to the fee simple estate in the Land, but not the improvements thereon. The portion of the award to be received by Tenant shall be based upon the taking and reduction of Tenant's leasehold estate created by this Lease, the taking of any improvements constructed or placed by Tenant on the Land, loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such taking or condemnation. Notwithstanding anything to the contrary contained herein, the amount of award granted to Tenant shall specifically include the value of any improvements or equipment taken or cannot be removed and reasonably reused after the taking or the cost to remove and relocate improvements or equipment on Land that is taken. Tenant shall have the right to participate, at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings; provided, however, Tenant shall not enter into any binding agreement or settlement without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord agrees to cooperate with Tenant and to execute such documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings.

13. Maintenance and Repairs. During the Term, Tenant shall be responsible, at its sole cost and expense, for the repair and maintenance of the Premises.


14. Default. [REDACTED]

15. Termination of Lease. Following the expiration or termination of this Lease as hereinabove provided, or pursuant to statute, or by summary proceedings or otherwise, Tenant shall restore the Land (and any other land of Landlord impacted by Tenant's use of the Premises) to substantially its condition as of the Effective Date using prudent engineering practices where applicable, including, without limitation, the removal of all improvements and alterations to the Land or Premises (including, without limitation, all fencing, roads, solar panels and mounting, and other improvements or alterations) and any electrical or communication or other utility poles, lines and connections (unless such lines and connections are used in connection with other property owned by Landlord and Landlord elects to allow such lines and connections to remain); provided, however, that Tenant shall not be obligated to regrade the Land or any other property or replant any crops or plants. The removal and restoration shall be completed in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord.

Tenant may, in its discretion, determine the length of such period following the expiration or termination up to a period of twenty-four (24) months and shall provide Landlord with written notice of such length prior to the date that is thirty (30) days after such expiration or termination. Tenant shall pay Landlord rent for the period beyond the expiration or termination in an amount equal to the annual rent due and payable for the year immediately prior to such expiration or termination prorated based on a daily rate for the actual number of days in such extension. Tenant shall have all rights granted to Tenant under this Lease during the period of such extension, including, without limitation, the right to access the Premises for the purposes of complying with this Section 14. This Section 14 shall survive the expiration or termination of this Lease.

The removal and restoration shall be completed in a manner that is materially similar to the Template Decommissioning Plan attached hereto as Exhibit D and in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord; provided, however, that to the extent applicable laws and regulations conflict with the Template Decommissioning Plan, Tenant shall comply with such laws and regulations in lieu of the applicable portion of the Template Decommissioning Plan except that the amount of security deposit (in the form of a bond or other form required by the governmental entity) deposited by Tenant shall, after giving credit to any security deposit deposited with a governmental entity, be the greater of the amount of security deposit required by the governmental entity or the amount in the Template Decommissioning Plan.

16. Possession After Expiration or Termination. [REDACTED]



17. Binding Effect; Assignment and Subletting. This Lease shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns. Tenant may assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, without Landlord's prior consent but with contemporaneous notice of such assignment.

18. Indemnifications.

(a) Tenant shall defend, indemnify, protect and hold harmless Landlord, and its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Landlord (collectively, including Landlord, the "Landlord Parties") from and against all claims, demands, suits, actions, orders, administrative proceedings, judgments, liabilities, losses, damages, penalties, fines, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "Claims") suffered or incurred by any of the Landlord Parties as a result of, arising out of, or relating to: (a) negligent or willful acts or omissions of Tenant, its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Tenant (collectively, including Tenant, the "Tenant Parties") in connection with Tenant Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Landlord Party, and/or (b) a breach of this Lease by Tenant that remains uncured after any applicable notice and cure period. Notwithstanding the foregoing, the Landlord Parties hereby waive any Claims against the Tenant Parties for damage or injury suffered by the Landlord Parties arising as a result of any audible or electromagnetic noise, vibration, electrical interference and radio frequency interference attributable to the Tenant Parties' operations on the Premises or any other property, provided that nothing herein shall be deemed to release Tenant from its obligation to defend, indemnify, protect and hold harmless the Landlord Parties from third party claims under the first sentence of this Section 17(a). The Tenant Parties shall not be liable for losses of rent, business opportunities, profits or any other consequential damages that may result from the conduct of Tenant Parties' uses of or operations on the Premises.

(b) Landlord shall defend, indemnify, protect and hold harmless the Tenant Parties from and against any and all Claims suffered or incurred by any of the Tenant Parties as a result of, arising out of, or relating to: (a) negligent or willful acts or omissions of any of the Landlord Parties in connection with Landlord Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Tenant Party, (b) the condition of the Premises that Landlord has knowledge of, or after reasonable inquiry, should have knowledge of, except to the extent any such Claim is caused by the negligence or willful misconduct of a Tenant Party, (c) a breach of this Lease by Landlord that remains uncured after any applicable notice and cure period, and/or (d) any environmental matters and conditions at the Premises, to the extent existing or first occurring before the Effective Date (the "Pre-Existing Environmental Liabilities"). Landlord hereby agrees to and does assume all of the Pre-Existing Environmental Liabilities.

19. Quiet Enjoyment. Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of this Lease (beyond any applicable notice and cure periods), it will defend the right of possession to the Premises in Tenant against all parties whomsoever for the entire Term, and that Tenant shall have peaceable and quiet possession of the Premises during the Term without hindrance or molestation.

20. Waiver. The waiver by any party of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant or agreement herein contained.

21. Notices; Rent Payment. All notices, elections, demands, requests, payments and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts, addressed to:

To Landlord:                   Jeremy Blair and Mollie Sullivan



To Tenant:                     Northern Bobwhite Solar LLC  
7804-C Fairview Rd. #257  
Charlotte, NC 28226  
Attn: Walter Putnam

And to:                         Kilpatrick Townsend & Stockton LLP  
4208 Six Forks Road, Suite 1400  
Raleigh, NC 27609  
Attn: John Livingston

or at such other address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given.

22. Memorandum of Lease. Landlord and Tenant agree that this entire Lease shall not be recorded. However, contemporaneously with the full execution of this Lease, Landlord and Tenant shall execute and record (to be recorded at Tenant's expense) a memorandum of this Lease in substantially the form attached hereto as Exhibit C, specifying the Effective Date, the Expiration Date, the Extension Terms granted herein, and such other provisions hereof as the parties may mutually agree to incorporate therein, which memorandum of lease shall be in form sufficient to publish notice and protect the validity of this Lease and Tenant's rights hereunder. The memorandum of lease shall be recorded in the Public Registry in the County in which the Land is located.

23. SNDA. No later than the Rent Commencement Date, Landlord shall provide to Tenant a subordination, non-disturbance, and attornment agreement from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Land or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Tenant's rights under this Lease in form and substance acceptable to Tenant. With respect to any future beneficiary of a mortgage or deed of trust, Landlord shall request of such beneficiary a subordination, non-disturbance, and attornment agreement in such form as is acceptable to Tenant for the benefit of Tenant.

24. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

25. Invalidity of Particular Provisions. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

26. Landlord's Warranties and Representations. Landlord hereby agrees with, and warrants and represents to Tenant as follows:

(a) Landlord is the owner of the Premises with full right and authority to execute this Lease and to lease the Premises to Tenant in accordance with the terms hereof;

(b) To the best of Landlord's knowledge after due inquiry, the Premises are free from environmental contamination of any sort and complies with any and all applicable laws, rules, regulations and recorded documents;

(c) Landlord has not received any notice of condemnation, zoning change or legal noncompliance relating to the Premises;

(d) Landlord will not institute or consent to any rezoning of the Premises during the Term (other than rezonings requested by Tenant);

(e) Landlord shall not further encumber the title to the Premises during the Term unless the encumbrance is unconditionally subordinate to this Lease;

(f) Landlord acknowledges and agrees that access to sunlight is essential to the value to Tenant of the rights granted hereunder and is a material inducement to Tenant in entering into this Lease. Accordingly, Landlord shall not cause or, to the extent within Landlord's control, permit any property then owned or controlled by Landlord in the vicinity of the Premises, or any uses or improvements thereon, to impair Tenant's Intended Use of the Premises (for example, and without limiting the generality of the foregoing, Landlord shall not cause or permit any cell towers, water towers, billboards, silos or any other structures to be placed or constructed thereon that may obstruct the sunlight that otherwise would reach the solar panels located on the Premises, or that may cast shade or shadows upon the solar panels located on the Premises or any portion thereof). If Landlord becomes aware of any potential activity on any adjacent or nearby parcel of land that could diminish the access to sunlight at the Energy Facilities, Landlord shall use its best efforts (i) to timely advise Tenant of such information and (ii) with respect to any adjacent or nearby parcel of land then owned or controlled by the Landlord, to reasonably cooperate with Tenant in taking measures to preserve the levels of sunlight at the Energy Facilities that existed as of the date of this Lease. Tenant shall be entitled to seek all remedies available at law and inequity, including but not limited to, specific performance, to compel compliance with this paragraph;

(g) the Land is free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants;

(h) Landlord has not and, to the best of Landlord's knowledge, its predecessors in title and Landlord's tenants have not used, manufactured, stored or released hazardous substances on, in or under the Land other than the application of certain materials in the ordinary course of farming the Premises and adjoining property (such as pesticides, herbicides, fertilizer, and other agricultural material).

(i) there are no service or maintenance contracts affecting the Premises for which Tenant may be obligated or liable for;

(j) there are no delinquent or outstanding assessments, liens or other impositions levied or assessed against the Premises;

(k) except for this Lease, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Land, whether written or oral, recorded or unrecorded; provided that a written or oral lease or agreement to conduct normal, customary farming operations for the period prior to the Construction Start Date does not violate this provision;

(l) Landlord is not in the hands of a receiver nor is an application for such a receiver pending;

(m) Landlord has made no assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; and

(n) Within five (5) days after the full execution of this Lease, Landlord shall provide copies of the following to Tenant: any notices of any statute or code violation pertaining to the Premises; all "Phase I" and other environmental assessment reports for the Premises in Landlord's possession or control; Landlord's most recent survey and title insurance policy relating to the Premises; any governmental permits for the Premises and any other documentation in Landlord's possession relating to the Premises.

27. Brokerage Commission. Neither Landlord nor Tenant knows of any real estate brokers or agents who are or may be entitled to any commission or finder's fee in connection with this Lease. Each party hereto agrees to indemnify, defend and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, fees for legal counsel and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent.

28. Ownership of Solar Energy and Attributes; Tax Credits and Incentives. Landlord hereby acknowledges and agrees that Landlord shall have no ownership or other interest in (and Tenant is the sole and exclusive owner of) the solar farm and all related generation, storage, transmission and interconnection facilities (the "Energy Facilities") installed on the Premises or any environmental attributes produced therefrom, including, without limitation, any and all federal, state and/or local benefits and credits (including tax credits, investment credits, carbon credits, solar energy credits), rebates, incentives, benefits, emissions reductions, entitlements, reporting rights, deductions, depreciation, offsets and allowances of any kind, howsoever entitled, attributable to the Energy Facilities or the electric energy, storage capacity, generation capacity or other generator-based products produced therefrom, whether in effect as of the date of this Lease or as may come into effect in the future.

29. Easements.

(a) Operations Easements. Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Premises across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "Adjacent Property"), to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under this Lease and the operation of the Premises for the Intended Use, for the benefit of Tenant (collectively, the "Easements") which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

(i) An exclusive easement for electrical interconnection purposes;

(ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;

(iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from lands adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time;

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; (C) Battery Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

(b) Recording. The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

(c) Compensation for Easements on Adjacent Property.

(d) Landlord Easements. To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

(e) Tenant Easements. Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such



easements required to connect the Premises to a receiver of electric power generated or stored at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

30. Tenant's Access. Tenant, and Tenant's agents, guests, subtenants and designees shall have access to the Premises at all times during the Term. Neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises, except in the case of an emergency. Further, this Lease shall entitle Tenant, at Tenant's discretion, to install, use and maintain a permanent gravel commercial driveway within the Premises and a second temporary construction driveway within the Premises providing access to the Premises from adjoining roads in accordance with DOT standards of the Commonwealth in which the Premises is located.

31. Landlord's Access. Landlord hereby reserves for itself the right to access adjoining property owned by Landlord that would not have access to a public roadway otherwise over a twenty foot (20') wide path over the Premises in a location to be determined by Tenant (the "**Landlord Access**") subject to the terms of this Section 30. Tenant shall also have the right to use the Landlord Access for the benefit of the Premises. Landlord shall only use the Landlord Access for the benefit of Landlord's adjoining property as currently being used and such access shall only commence after the Commercial Operation Date. Notwithstanding anything to the contrary, Tenant may consent in writing, such consent not to be unreasonably withheld, to Landlord's use of the Landlord Access for specific tasks of limited duration prior to the Commercial Operation Date. Landlord shall not use the Landlord Access in any manner that interferes with Tenant's operations pursuant to this Lease or enjoyment of Tenant's rights granted under this Lease. Landlord shall promptly restore any damage caused by Landlord's use of the Landlord Access. Tenant shall install a gate on such Landlord Access. After Landlord's right to use the Landlord Access commences, Tenant shall provide Landlord a copy of any key to the gate, and Landlord may use the gate but shall keep such gate closed and locked at such times as Landlord is not using the Landlord Access. Additionally, Landlord shall be solely responsible, at Landlord's sole cost and expense, for the maintenance, repair, replacement, and improvement of the Landlord Access. Landlord shall perform all such maintenance, repair, replacement, and improvement in a good and workmanlike manner that minimizes interference with Tenant's operations pursuant to the Lease or Tenant's rights granted pursuant to the Lease. Tenant, at Tenant's sole cost and expense, may relocate the Landlord Access as desirable for the use of the Premises so long as the relocation reasonably allows Landlord continued access to its adjoining property.

32. Confidentiality. All information acquired by Landlord or any of its designated representatives (including by way of example, but not in limitation, the officers, directors, shareholders and employees of Landlord, and Landlord's consultants, counsel, lenders, and the officers, directors, shareholders and employees of each of them) with respect to Tenant, including, without limitation, with respect to the terms of this Lease (collectively, the "**Confidential Information**") shall be used solely for purposes of negotiating and fulfilling the terms of this Lease and for no other purpose whatsoever. All Confidential Information that is not published as public knowledge or that is not generally available in the public domain shall be kept in strict confidence by Landlord and shall not be disclosed to any individual or entity other than to those authorized representatives of Landlord who require any portion of the Confidential Information to assist Landlord in its negotiation and fulfillment of the terms of this Lease and who Landlord has bound to a confidentiality agreement requiring such party's compliance with the terms of this Section 31; provided, however, that Landlord shall have the right to disclose any such information if required by applicable law or as may be necessary in connection with any court action or proceeding with respect to this Lease. [REDACTED]

Tenant shall have the right to disclose any information with respect to Landlord and with respect to the terms of this Lease as required by applicable law or as may be reasonably necessary in connection with any federal, state or local or permitting, approvals or entitlements or offtakers of solar power with respect to the Intended Use, or in any court action or proceeding with respect to this Lease.

33. Amendment; Entire Agreement; Interpretation. This Lease may only be amended or modified by a written instrument signed by both Landlord and Tenant. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. This Lease shall create the relationship of landlord and tenant between the parties. Nothing herein shall be deemed to create any partnership, joint venture, or agency relationship between the parties. Neither party shall make any representation or statement (whether oral or written) to any person or entity inconsistent with this provision. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others. Time is of the essence of this Lease. This Lease shall not be binding (and not deemed an offer, reservation, or option to Lease) until executed by both Landlord and Tenant.

34. Execution by Landlord. Landlord and the undersigned person executing this Lease represent and warrant that the undersigned person executing this Lease on behalf of Landlord has due and proper authority to do so and to bind Landlord to this Lease and all terms, covenants and conditions thereof and that this Lease is a legal, valid, and binding obligation of Landlord enforceable in accordance with its terms.

35. Counterparts and Email/PDF. This Lease may be executed in counterpart or by emailing .pdf or other compressed digital files, or any combination of the foregoing. All counterparts together shall constitute one and the same Lease.

36. Estoppel. Within fifteen (15) business days after written request therefor by Tenant, Landlord agrees to deliver a certificate to Tenant, Tenant's lender (if applicable) and any proposed purchaser of the ownership interests of Tenant (if applicable), in a commercially reasonable form (subject to reasonable modification by any applicable purchaser or Tenant's lender) to Tenant's lender or to any proposed purchaser and/or to Tenant setting forth the terms of the Lease, the absence of default thereunder, and such other reasonable terms requested by Tenant, lender or purchaser. In the event Landlord fails to respond within such fifteen (15) business day period, then, in addition to such failure constituting an event of default, all matters set forth in the estoppel certificate shall be deemed to be true, accurate and complete.

37. Leasehold Financing.

(a) Tenant, any successor or assignee of Tenant, or any holder of a sublease or license (each hereinafter sometimes referred to as an "Obligor") may at any time mortgage, pledge, or encumber to any entity (herein, a "Lender") all or any portion of the Obligor's rights and interests under this Lease or such sublease or license, in each case without the consent of Landlord. For purposes of this Lease, each entity which now or hereafter is the recipient or beneficiary of any such mortgage, pledge, or encumbrance and whose lien or encumbrance is now or hereafter recorded in the official records of the County in which the Premises is located, shall be referred to in this Lease as a "Lender".

(b) Tenant and Landlord expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in subsection (a) above, then notwithstanding any other provision of this Lease to the contrary:

(i) Landlord and Tenant will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of this Lease, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender, without such Lender's consent.

(ii) Each Lender shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Lease by the Obligor that is party to such Lender's mortgage, pledge or encumbrance, and any such action performed by such Lender shall be as effective to prevent or cure a default under this Lease and/or a forfeiture of any of such Obligor's rights under this Lease as if done by such Obligor itself.

(iii)

A large rectangular area of the document is completely redacted with a solid black fill, obscuring the text under subsection (iii).

(iv)

A large rectangular area of the document is completely redacted with a solid black fill, obscuring the text under subsection (iv).



(c) There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including the Lenders) having an interest in the Lease or in the estate of Landlord and Tenant shall join in a written instrument effecting such merger and shall duly record the same.

(d) Landlord shall, at Tenant's or a Lender's request, provide to Tenant and such Lender (i) confirmation that such Lender is a "Lender" for purposes of this Lease, (ii) a consent and estoppels acknowledging the Lender's mortgage or other lien or encumbrance, confirming the continuing effectiveness of this Lease, identifying any modifications hereto and any breaches or defaults hereunder, and containing such other information and agreements as Tenant or such Lender may reasonably request, and (iii) such other certificates or affidavits as Tenant, such Lender or any title company selected by either Tenant or such Lender may reasonably request. Landlord shall duly execute and return same to Tenant and/or Lender within ten (10) days of Tenant's or Lender's request therefor. Should Landlord fail to timely execute and deliver the consent and estoppel, then Tenant and/or Lender may rely on the contents thereof and the consent and estoppel shall be conclusively binding upon Landlord.

[REMAINDER OF PAGE BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease under seal as of the day and year first above written.

**LANDLORD:**



---

Jeremy Blair



---

Mollie Sullivan

**TENANT:**

Northern Bobwhite Solar LLC,  
a Kentucky limited liability company

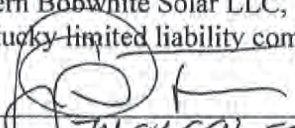
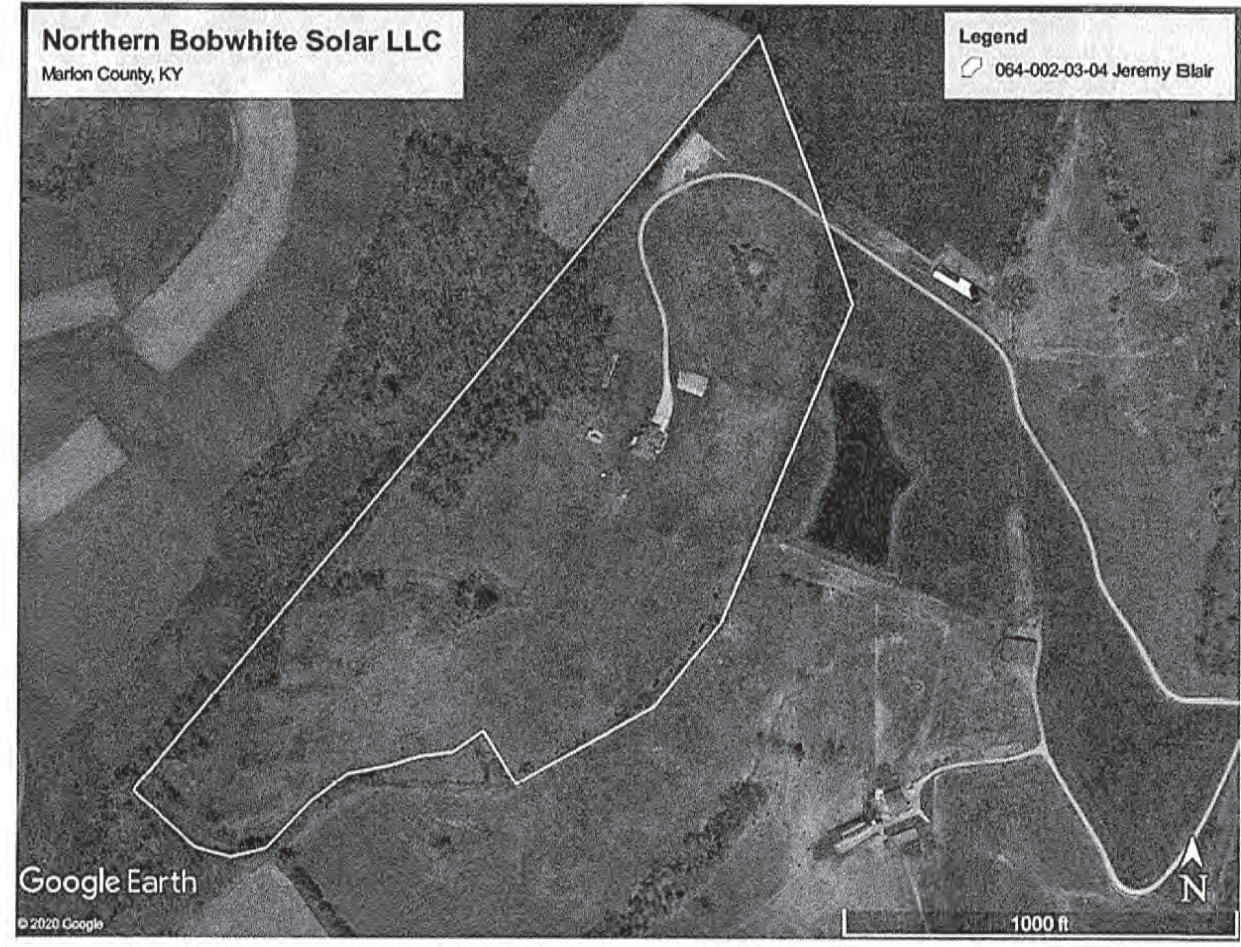
By:   
Name: ALEX GEN FEER  
Title: MANAGER

EXHIBIT A.

Land



**EXHIBIT B.**

Premises

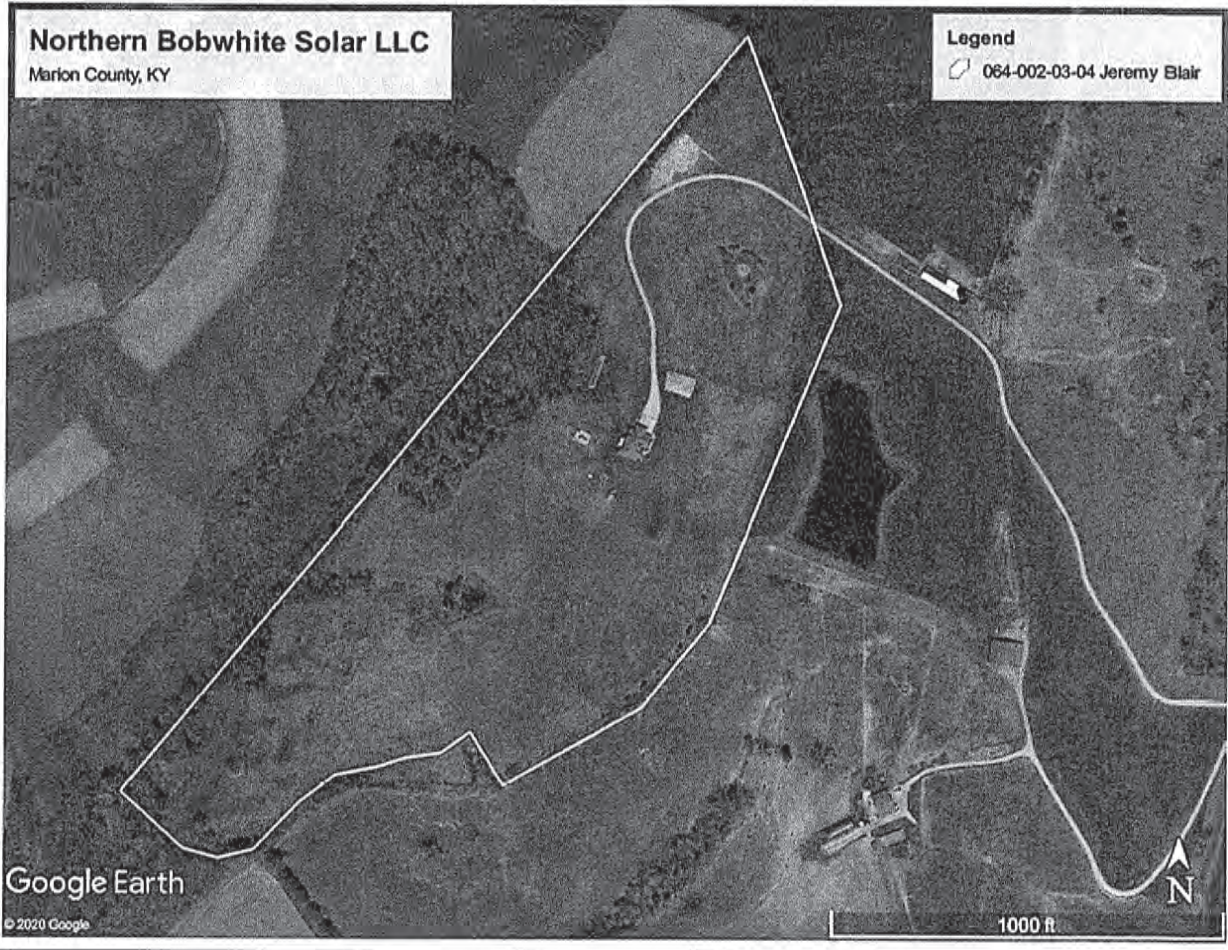




EXHIBIT B-1

Do Not Disturb Area



EXHIBIT B-2

Inverter Exclusion Area

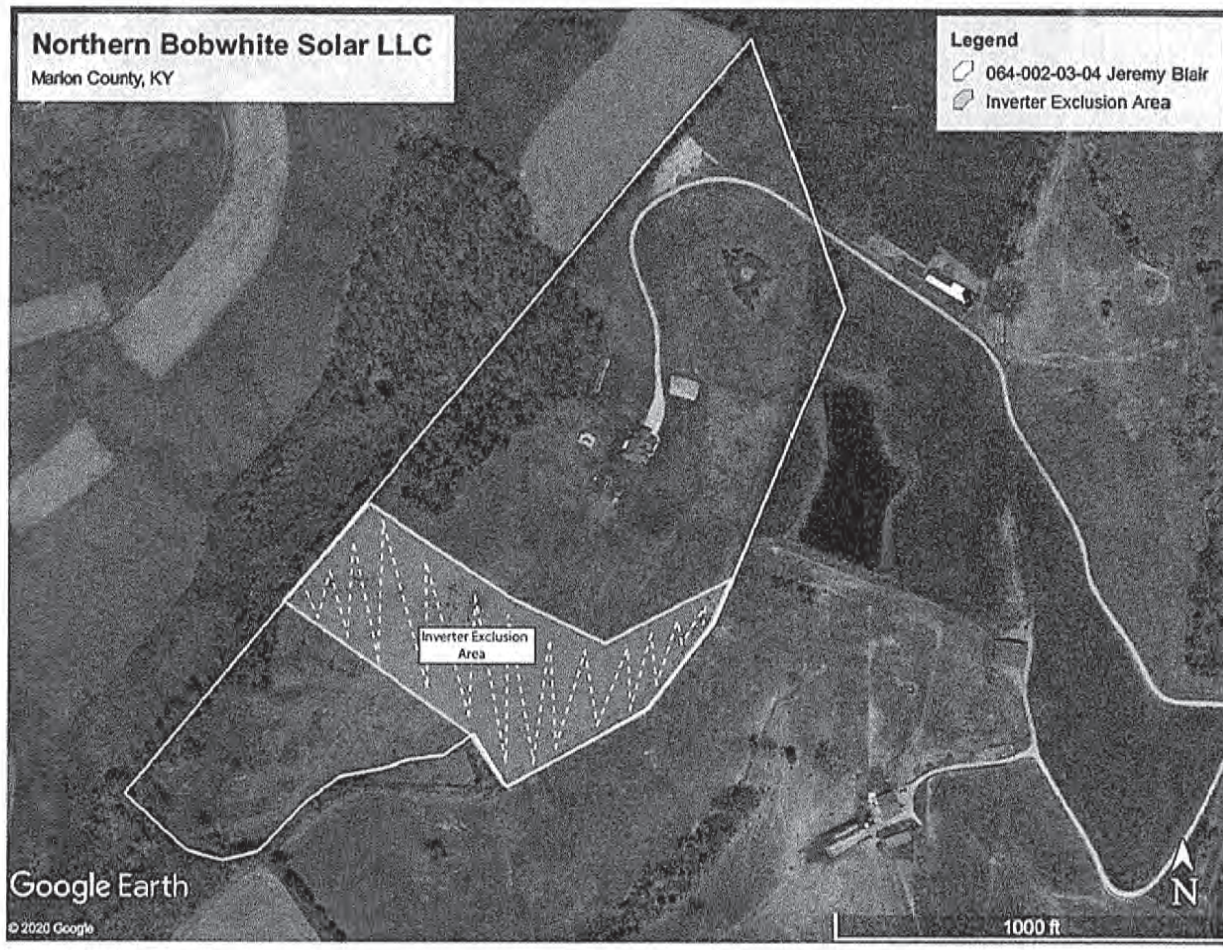


EXHIBIT C.

Memorandum of Lease

THIS INSTRUMENT PREPARED BY  
AND RETURN TO AFTER RECORDING:

[            ] Solar LLC  
7804-C Fairview Rd #257  
Charlotte, NC 28226

By: \_\_\_\_\_  
Juergen Fehr, Manager

COMMONWEALTH OF KENTUCKY

COUNTY OF MARION

**MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT**

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **JEREMY BLAIR and MOLLIE SULLIVAN** (collectively, the "Landlord"), and **NORTHERN BOBWHITE SOLAR LLC**, a Kentucky limited liability company ("Tenant"), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated \_\_\_\_\_, 20\_\_ (the "Lease"). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. 064-002-03-04 containing approximately 35.3 acres, located at 1569 Barbers Mill Road, Marion County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

1. Leased Property: All that certain property more particularly described on Exhibit A is referred to in the Lease as the "**Land**". The portion of the Land delineated in the Survey and described on Exhibit B attached hereto and made a part hereof, together with "all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon" is referred to in the Lease as the "**Premises**".
2. Term: Commencing upon the date of the Lease and expiring on the date that two hundred forty (240) months following the Rent Commencement Date (as defined in the Lease).
3. Renewal Terms: Four (4) renewal terms of five (5) years each.
4. Right to Terminate: Tenant has the right to terminate the Lease:

- i. In the event that its power purchase agreement or other agreement under which Tenant provides power generated at the Premises to a third party is terminated for any reason whatsoever; or
- ii. If the Contingencies (as defined in the Lease) are not satisfied, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, prior to the Rent Commencement Date; provided however, that Tenant's right to terminate the Lease pursuant to this subsection ii. shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

5. Operations Easements: Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Land across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "**Adjacent Property**"), to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under the Lease and the operation of the Premises for the Intended Use (as defined in the Lease), for the benefit of Tenant (collectively, the "**Easements**"), which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

(i) An exclusive easement for electrical interconnection purposes;

(ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;

(iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from other adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time; and

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land;(C) Battery Energy Storage System that will store electricity along with related equipment, fixtures,

appliances, appurtenances and improvements related thereto, and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

6. Landlord Easements: To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall, to the extent Landlord is authorized to do so, grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

7. Tenant Easements: Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that

Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, said Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.

This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

*[The remainder of this page is intentionally omitted]*

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

**LANDLORD:**

\_\_\_\_\_  
Jeremy Blair

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
Jeremy Blair	Individual

Date: \_\_\_\_\_

\_\_\_\_\_, Notary Public  
(print name)

(official seal)

My commission expires: \_\_\_\_\_

[AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

**LANDLORD:**

\_\_\_\_\_  
Mollie Sullivan

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
Mollie Sullivan	Individual

Date: \_\_\_\_\_

\_\_\_\_\_  
(print name), Notary Public

(official seal)

My commission expires: \_\_\_\_\_

[AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]



IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

**TENANT:**

Northern Bobwhite Solar LLC,  
a Kentucky limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(print name)

(official seal)

My commission expires: \_\_\_\_\_

[AFFIX NOTARY SEAL BELOW – NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

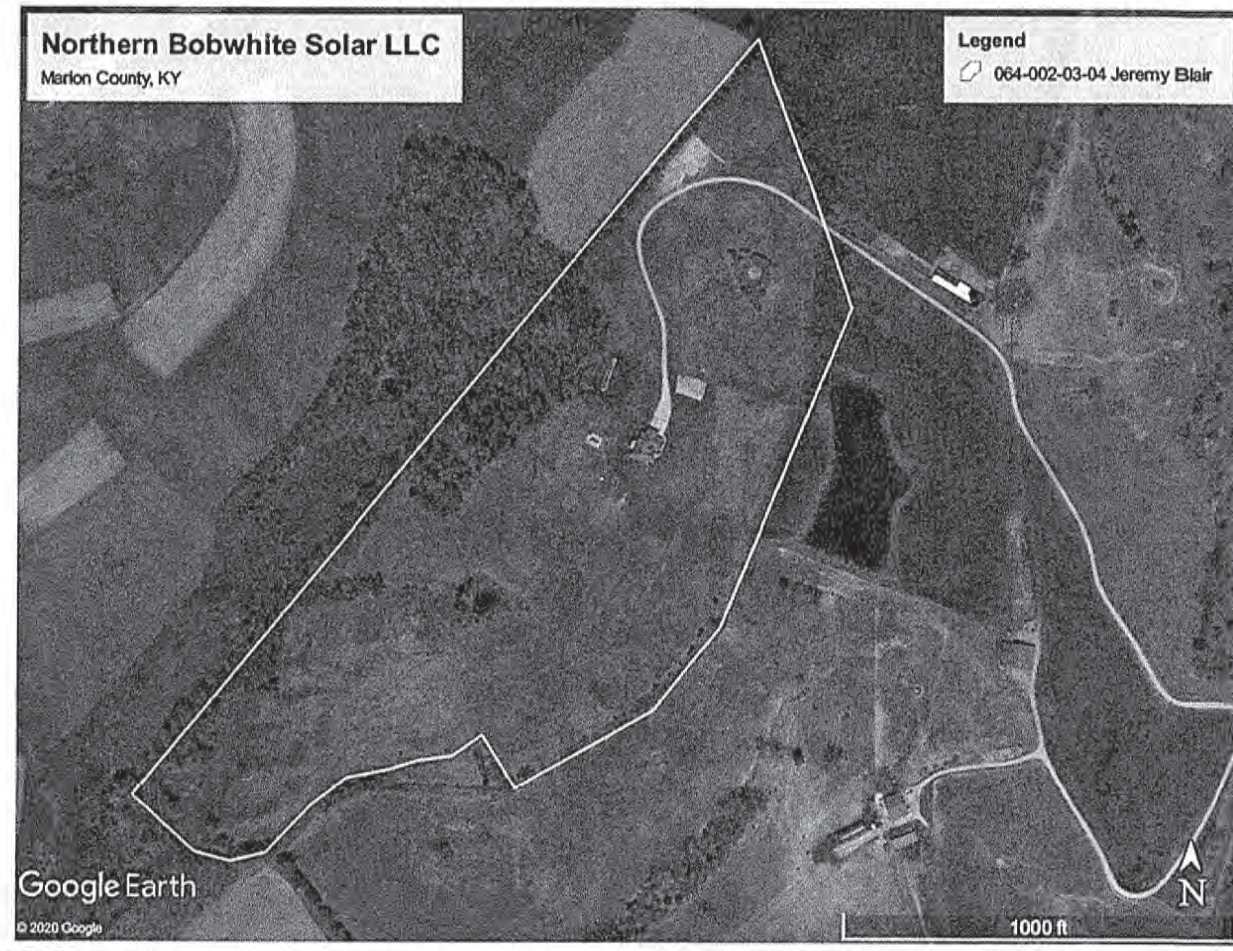
**EXHIBIT A**

Land

BEING THE SAME PROPERTY CONVEYED TO LANDLORD BY  
DEED DATED F \_\_\_\_\_ OF RECORD IN DEED BOOK  
\_\_\_\_\_, PAGE \_\_\_\_\_, IN THE OFFICE OF THE CLERK OF  
MARION COUNTY, KENTUCKY.

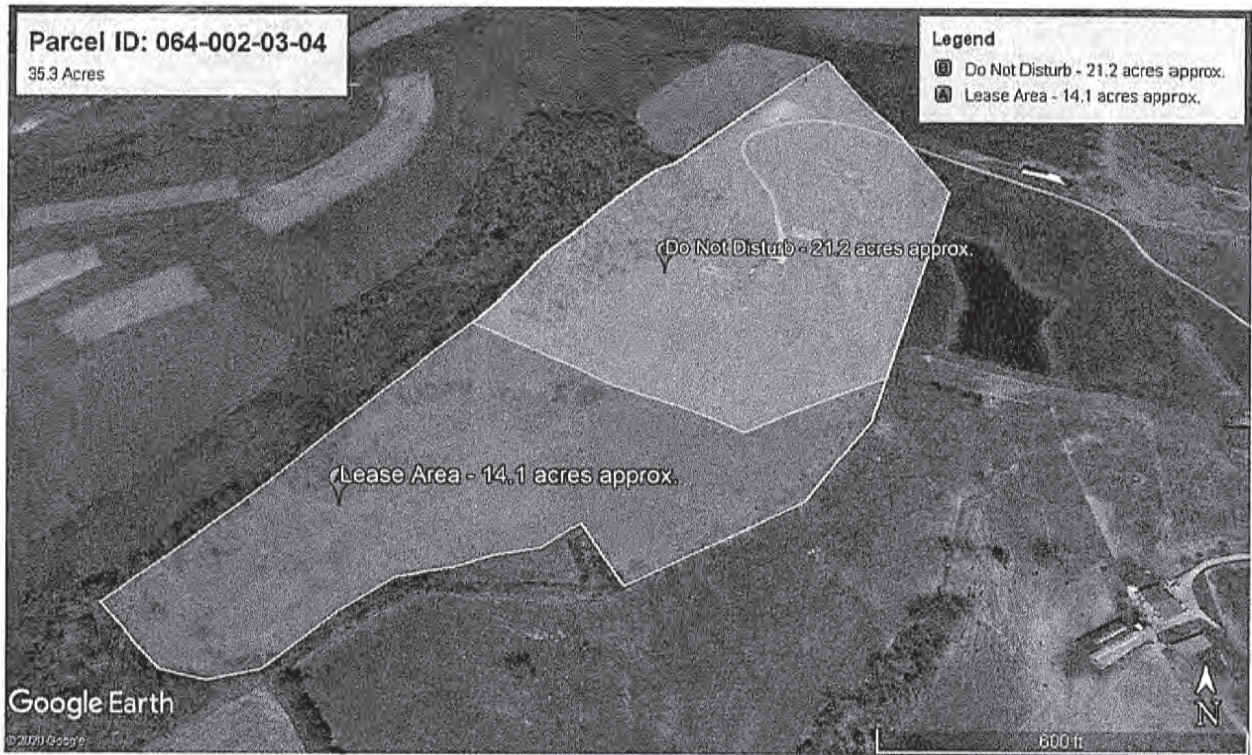
**EXHIBIT B**

Premises



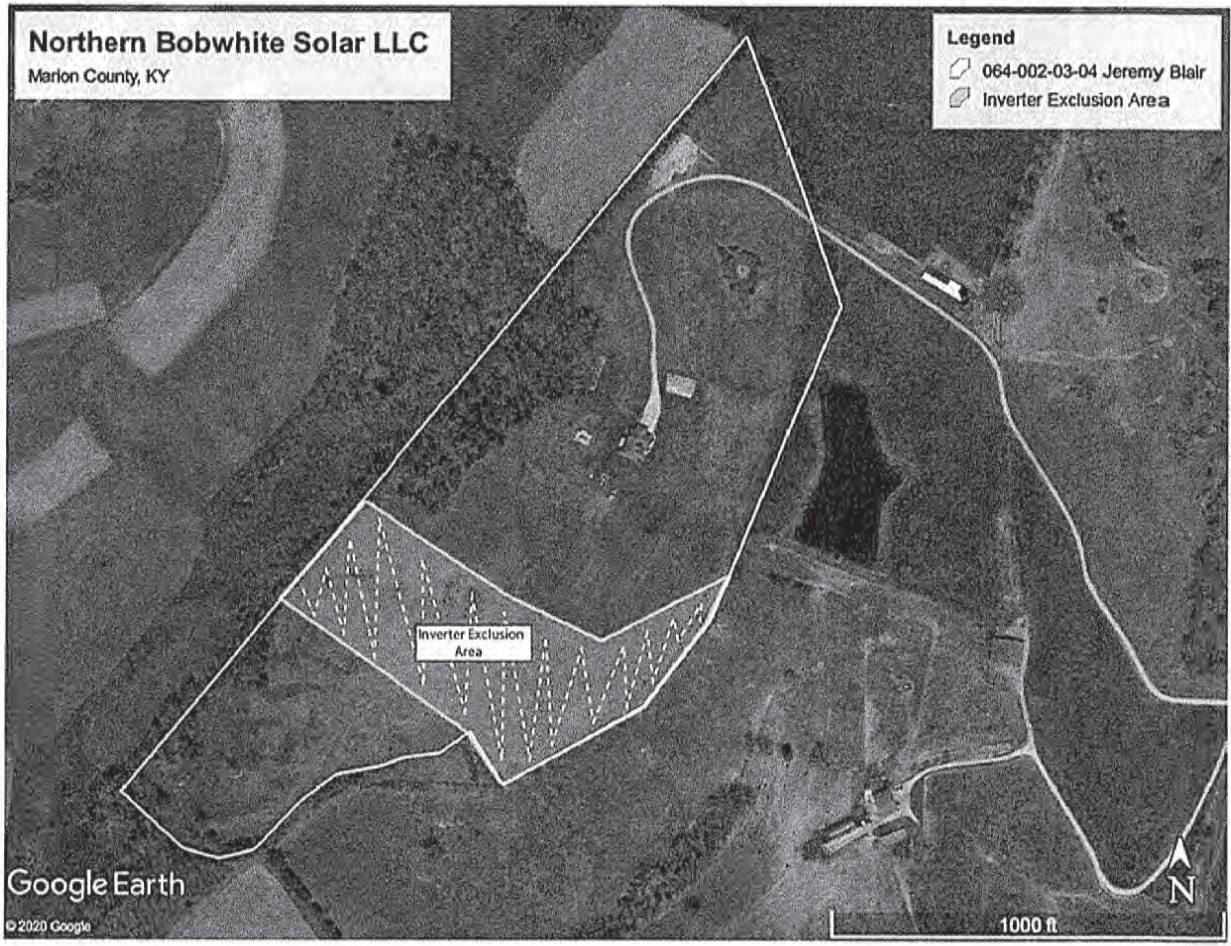
**EXHIBIT B-1**

**Do Not Disturb Area**



**EXHIBIT B-2**

**Inverter Exclusion Area**



## EXHIBIT D

### Template Decommissioning Plan

#### 1. INTRODUCTION

##### 1.1 Project Background

(Project description, size, location and acreage of land use). The solar photovoltaic power array owned by Tenant, ("**Project**"), is anticipated to operate for a period of no less than 20 years under a power purchase agreement from ( Utility/Commercial-Industrial Consumer ). It is anticipated that the Project will use the existing technology up to an additional (twenty years) for a total operating period of (40) years. At the completion of its operating life, the Project will either be redeveloped with modern equipment, or it will be decommissioned and removed from the site in accordance with this plan.

##### 1.2 Objectives

The objective of this Decommissioning Plan, ("**Plan**"), is to provide the requisite financial surety to guarantee the decommissioning of the Project.

##### 1.3 Plan Conditions:

Prior to commencing with any decommissioning activities in accordance with this Plan, Tenant will provide documentation to process the appropriate permit(s). If the Project is to be redeveloped, a new building plan permit will be processed before any installation of new equipment. Decommissioning the Project will allow the parcels that were changed under the Project's (CUP/SUP) to be returned to their original zone classifications.

#### 2. DECOMMISSIONING OF FACILITY AFTER CEASING OPERATION

##### 2.1 General Environmental Protection

During decommissioning and restoration activities, general environmental protection and mitigation measures will be implemented. Many activities during decommissioning will be comparable to the construction phase, including the use of heavy equipment on site, preparing staging areas, and restoring constructible areas.

##### 2.2 Pre-Decommissioning Activities

Prior to engaging in decommissioning activities, Tenant will provide documentation to process the appropriate permits in accordance with all relevant county, state and federal statutes in place at the time of decommissioning.

Prior to any decommissioning or removal of equipment, staging areas will be delineated as appropriate. At the end of the Project's useful life, it will first be de-energized and isolated from all external electrical lines. All decommissioning activities will be conducted within designated areas; this includes ensuring that vehicles and personnel stay within the demarcated areas. Work to decommission the collector lines and Project-owned transmission lines will be conducted within the boundaries of the municipal road allowance and appropriate private lands.

##### 2.3 Equipment Decommissioning and Removal

The basic components of the Project are photovoltaic (PV) modules, mechanical racking system, electrical cabling, inverter racks, transformers and concrete pads as described below.

- **Modules:** The modules will be removed by hand and placed in a truck to be returned for recycling or disposal as described below in section 2.4.
- **Mechanical racking system:** will be removed with an excavator with a demolition thumb. The recyclable metal will be loaded on trucks and hauled away in accordance with section 2.9.
- **Inverters Racks and Inverters:** The inverters and its racks will be removed by hand and loaded on trucks for recycling in compliance with section 2.5.
- **Transformers:** Transformers will be removed in compliance with section 2.5 and then loaded on to a truck with a crane and sent for recycling.
- **Concrete pads:** The equipment will be disconnected and transported off site by truck. The concrete foundations and support pads will be broken up by mechanical equipment (backhoe-hydraulic hammer/shovel, jackhammer), loaded onto dump trucks and removed from the site. Smaller pre-cast concrete support pads and/or pre-manufactured metal skids will be removed intact by cranes and loaded onto trucks for reuse, or will be broken up and hauled away by dump trucks.

#### **2.4 PV Module Collection and Recycling**

All modules will be disconnected, removed from the trackers, packaged and transported to a designated location for resale, recycling or disposal. Any disposal or recycling will be done in accordance with applicable laws and requirements. The connecting underground cables and the junction boxes will be de-energized, disconnected, and removed. The mechanical racking system supporting the PV modules will be unbolted and dismantled by laborers using standard hand tools, possibly assisted by small portable cranes. All support structures will be completely removed by mechanical equipment and transported off site for salvage or reuse. Any demolition debris that is not salvageable will be transported by truck to an approved disposal area. Other salvageable equipment and/or material will be removed for the site for resale, scrap value or disposal.

#### **2.5 Electrical Equipment and Inverters**

All decommissioning of electrical devices, equipment, and wiring/cabling will be in accordance with local, state and federal laws. Any electrical decommissioning will include obtaining required permits, and following applicable safety procedures before de-energizing, isolating, and disconnecting electrical devices, equipment and cabling.

Decommissioning will require the removal of the electrical equipment, including inverters, transformers, underground/aboveground cables and overhead lines. Equipment and material may be salvaged for resale or scrap value depending on the market conditions.

#### **2.6 Roads, Parking Area**

All access roads and the parking area will be removed to allow for the complete rehabilitation of these areas unless the landowner provides written consent to retain these features. Typically, the granular base covering of these areas will be removed using a wheel loader to strip off the material and dump trucks to haul the aggregate to a recycling facility or approved disposal facility. The underlying subsoil, if exhibiting significant compaction (more likely for the site entrance road than the interior access roads), will then be diced using a tractor and disc attachment to restore the soil structure and to aerate the soil. Clean topsoil will be imported on site by dump truck, replaced over the area and leveled to match the existing grade.

#### **2.7 Other Components**

Unless retained for other purposes, removal of all other facility components from the site will be completed, including but not limited to surface drains, access road cross-culverts, and fencing. Anything deemed usable shall be recovered and reused elsewhere. All other remaining components will be considered as waste and managed according to local, state, and federal laws. For safety and security, the security fence will be dismantled and removed from the site after all major components, PV modules, tracker system and foundations have been removed.

## **2.8 Site Restoration**

The following activities will be undertaken to restore the site to substantially its previous condition;

- Site cleanup, re-grading to original contours and, if necessary, restoration of surface drainage swales and ditches.
- Any trenches/drains excavated by the Project will be filled with suitable materials and leveled.
- Any road, parking area will be removed completely, filled with suitable sub-grade material and leveled.
- Any compacted ground will be tilled, mixed with suitable sub-grade materials and leveled.
- Topsoil will be spread as necessary to ensure suitable conditions for vegetation re-growth and reseeded with native seed mix to promote vegetation.

The project fence and existing fire access roads may remain in place upon written consent of the landowner.

## **2.9 Management of Wastes and Excess Materials**

All waste and excess materials will be disposed of in accordance with local, state and federal laws. Waste that can be recycled under municipal programs will be done accordingly. Waste that requires disposal will be disposed of in a state licensed facility by a state licensed hauler.

## **2.10 Emergency Response and Communications Plans**

During decommissioning, Tenant will coordinate with local authorities, the public, and others as required to provide them with information about the ongoing activities. Besides regular direct/indirect communication, signs will be posted at the Project facility to give information to the local public and visitors. The Tenant contact information (telephone number, email and mailing address) will be made public for those seeking more information about the decommissioning activities and/or reporting emergencies and complaints. All inquiries will be directed to the Tenant Representative who will respond to any inquiry. In the event of an emergency, Tenant will mobilize its resources to the site to respond to the event. Personnel involved in decommissioning will be trained in the emergency response and communications procedures. Emergency response procedures will be prepared prior to decommissioning.

# **3. PROJECT DECOMMISSIONING COST ESTIMATE**

## **3.1 Cost Estimate:**

Tenant shall provide a detailed Decommissioning Cost Estimate, prepared by a Kentucky Licensed Engineer, prior to the issuance of building permits, which shall include the following:

- a) the gross estimated cost to perform Decommissioning as set forth in Section II above ("**Gross Cost**");
- b) an increase of the Gross Cost by 10% in order to eliminate any discrepancy in cost estimation techniques ("**Contingency**");
- c) the estimated resale and salvage values associated with the Project equipment ("**Salvage Value**");
- d) a reduction from the Salvage Value by 10% such that only 90% of the Salvage Value can be used as a credit against the Gross Cost and Admin Factor. The Salvage Value multiplied by 90% is the ("**Salvage Credit**").



Thus the Decommissioning Cost Estimate formula is:

Gross Cost + Contingency - Salvage Credit = the "**Decommissioning Cost Estimate**".

The Decommissioning Cost Estimate shall be an amount equal to at least \$500 per acre.

The Decommissioning Cost Estimate shall include a table allocating the net cost estimate across the Project area, based on the percentage of generating capacity in megawatts (MW) on each property ("Allocation Areas"). The Allocation Areas will be divided based upon the lease areas, however Allocation Areas will reference the underlying land, in case ownership of the underlying land changes control during the life of the Project.

### **3.2 Security:**

Tenant will provide an amount equal to the Decommissioning Cost Estimate (as determined by a Kentucky Licensed Engineer, per section 3), ("**Decommissioning Security**"). Decommissioning Security shall be provided by Tenant prior to the Commercial Operation Date and shall be increased every five years based on an assumed 2.5% annual inflation rate.

The Decommissioning Security may be in one of the following forms: (i) cash to be held in escrow by the County Treasurer or a bank or title company, or (ii) a letter of credit from a financial institution reasonably acceptable to the County which shall be irrevocable unless replaced with cash or other form of security reasonably acceptable to County (each a form of "**Acceptable Credit Support**").

In the event that security similar to the Decommissioning Security is required by any governmental entity, such security shall be credited against the Decommissioning Security, and Tenant shall deposit the higher amount as Acceptable Credit Support, which deposit may be split into more than one deposit to the extent reasonably required under the circumstances.

Tenant, Landlord, and, if applicable, the applicable governmental entity and bank or title company shall enter into an escrow agreement to govern the review of the work required hereunder and the disbursement of the Decommissioning Security consistent with this decommissioning plan. If the governmental entity requires, the escrow shall be administered by such governmental entity, and if not so required, shall be administered by a bank or title company reasonably determined by Tenant.

## SOLAR GROUND LEASE AGREEMENT

THIS SOLAR GROUND LEASE AGREEMENT (this "Lease") is made and entered into as of the 10 day of September, 2019 (the "Effective Date"), by and between CHARLES P. BRUSSELL and PAULA ANN BRUSSELL (collectively, "Landlord") and NORTHERN BOBWHITE SOLAR LLC, a Kentucky limited liability company ("Tenant").

### WITNESSETH:

In consideration of [REDACTED] to be paid from Tenant to Landlord on or before the date that is thirty (30) days after the Effective Date and the rent to be paid to Landlord by Tenant, as hereinafter provided, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, real property containing approximately 54 acres, located at 0 Barbers Mill Road, Marion County, Kentucky and in substantially the location set forth on Exhibit B attached hereto and all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the property and the improvements now or in the future located thereon (the "Premises"), to be occupied and used upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. of 064-002-03 containing approximately 71.16 acres, and located in substantially the location shown in Exhibit A attached hereto and by this reference made a part hereof (the "Land").

1. Term of Lease; Extension Terms; Termination Rights; Contingencies/Due Diligence.

(a) The term of this Lease (including any extensions or renewals, the "Term") shall commence on the Effective Date and shall end at 11:59 P.M. local time on the date that is two hundred forty (240) months after the Rent Commencement Date (as hereinafter defined) (the "Expiration Date"), unless extended or sooner terminated as herein provided; provided, however that if the Rent Commencement Date is other than the first day of a calendar month, the Term shall be extended automatically until 11:59 P.M. local time on the last day of the calendar month in which the Term otherwise would expire.

(b) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to extend the initial two hundred forty (240) month Term granted herein for up to four (4) additional, consecutive terms of five (5) years each (each a "Extension Term" and collectively, the "Extension Terms") by providing Landlord with written notice of Tenant's election to extend the Term for the applicable Extension Term prior to the date that is three (3) months prior to the Expiration Date (or prior to the expiration of the then current Extension Term, as applicable). For the avoidance of doubt, the first Extension Term shall commence on the last day of the initial Term with no gap in between, and each subsequent Extension Term shall commence on the last day of the previous Extension Term with no gap in between.

(c) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to terminate this Lease in the event that its power purchase agreement or other agreement under which Tenant provides power generated or stored at the Premises to a third party is terminated for any reason whatsoever. Upon a termination of this Lease by Tenant permitted hereunder, this Lease shall terminate and become null and void, and Tenant shall have no further obligations hereunder (other than the payment of accrued and unpaid rent, the obligation to restore the Premises set forth in Section 14, and those obligations, if any, that are stated herein to expressly survive the expiration or earlier termination of this Lease).

(d) Tenant's obligation to perform hereunder shall be subject to the satisfaction (or waiver) of the following contingencies (collectively the "Contingencies"):

(i) Tenant obtaining all necessary approvals from state, federal and local authorities required by Tenant to construct its proposed improvements and to operate the Premises for the Intended Use (as hereinafter defined),

(ii) Tenant's entering into power purchase agreement(s) and renewable energy credit purchase agreement(s) for the proposed improvements and operations at the Premise to Tenant's satisfaction,

(iii) Tenant's review and approval of title and survey matters with respect to the Premises, the environmental condition of the Premises and the physical condition of the Land,

(iv) Tenant's receipt of the subordination, non-disturbance and recognition agreements contemplated in Section 22,

(v) Tenant deciding to lease the Premises in lieu of other sites being considered by Tenant prior to the Rent Commencement Date, and

(vi) Tenant's review and approval of any other matters that Tenant deems relevant to determining whether Tenant's leasing of the Premises is economically and otherwise feasible.

If Tenant is unable to satisfy the Contingencies to Tenant's satisfaction prior to the Rent Commencement Date, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, Tenant may terminate this Lease by giving written notice to Landlord prior to the Rent Commencement Date; provided however, that Tenant's right to terminate this Lease under this Section 1(d) shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

As part of Tenant's due diligence, Tenant shall be entitled to conduct (at its expense) such testing of the Premises as Tenant shall determine necessary in its discretion, including without limitation, one or more environmental audits or assessments, and to physically inspect and review the Premises, which investigation shall be of such scope as Tenant determines.

Prior to the Rent Commencement Date, Tenant shall (at its expense) obtain a survey of the Land (the "Survey") that shall show the boundary line of the Premises and otherwise be sufficient to constitute a legal subdivision of the Premises from Landlord's land of which the Premises is a part upon the recordation of the Survey in the appropriate office, if required. The delineation of the Premises on the Survey shall be deemed inserted as Exhibit B to this Lease, automatically replacing any previous Exhibit B.

As part of its inspections and performance of the Survey, Tenant may elect to reduce the Land subject to this Lease, for any reason or no reason, for all or part of the Premises by delivering written notice to Landlord at any time and for any reason. Landlord agrees that Tenant may terminate pursuant to the foregoing a portion of the Premises ("Released Premises") so long as Landlord has access to the Released Premises. The portion of the Premises remaining after any partial termination of this Lease shall thereafter be the "Premises" for purposes of this Lease, and all payment amounts based on acreage shall be calculated using the greater of either (i) forty (40) acres or (ii) the actual amount of acreage of the Premises not terminated. In the event that Tenant elects such partial termination, the Survey (reflecting such termination) shall be incorporated into Exhibit B as if fully set forth therein without amendment to this Lease, and that

for purposes of determining the amount of rent payable hereunder, the size of the Premises and the delineation of acreage as shown on the Survey shall be binding on the parties hereto.

2. Construction Notice; Construction Rent; Crop Loss Payment.

(a) Tenant shall provide Landlord notice of its intent to commence construction of the solar farm on the Premises (the "**Construction Notice**"), The Construction Notice shall include the date on which Tenant intends to commence construction ("**Construction Start Date**"). Tenant shall deliver the Construction Notice at least thirty (30) days prior to the Construction Start Date. For purposes of this Lease, "construction" shall be defined as Tenant taking any of the following actions: i) issuing an unlimited notice to proceed to the general contractor, ii) mobilization of machinery, equipment, or personal property onto the Premises for the purpose of building the improvements, or iii) the installation of permanent improvements upon the Premises.

(b) Following the Construction Start Date but prior to the Rent Commencement Date (such period being referred to as the "**Construction Period**"), Tenant shall pay Landlord rent in the amount [REDACTED] in two equal installments per year with the first rent installment payable on or before the Construction Start Date and, the second rent installment being due on or before the date that is six (6) months following the Construction Start Date, and subsequent payments of rent being every six (6) months thereafter. The payment of rent for any fractional calendar year during the Term shall be prorated. [REDACTED]

(c) In addition to the other rent contemplated in Section 2 and subject to the remainder of this Section 2(c), in the event any crops are damaged by Tenant's initial construction of its intended solar farm during the Construction Period, [REDACTED]

3. Rent; Rent Escalation; Rent Commencement Date.

(a) Beginning on the Rent Commencement Date (as defined below and subject to the extensions described below), annual rent shall equal [REDACTED] of land located within the Premises (prorated for any fractional acres), as determined by the Survey. If Tenant elects to terminate in accordance with Section 1(d) of this Lease, no rent shall be due or payable.

(b) Annual rent during the Term shall be payable annually, with the first rent installment payable on or before the date that is thirty (30) days after the Rent Commencement Date and prorated based on the portion of the calendar year during which the Rent Commencement Date occurs that

is between the Rent Commencement Date and the next December 31<sup>st</sup>, the second rent installment being due on or before the date that is thirty (30) days following the first January 1<sup>st</sup> following the Rent Commencement Date, and subsequent payments of rent being due within thirty (30) days of each January 1<sup>st</sup> thereafter. The payment of rent for any fractional calendar year during the Term shall be prorated.

(c)

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

(f)

[REDACTED]

(g)

[REDACTED]

(h)

4. Utilities. During the Term, Tenant shall pay for all public utilities used in or at the Premises by Tenant.

5. Alterations. Tenant shall install a fence around the perimeter of the Premises at least six (6) feet high, along with adequate security devices and signage appropriate to a solar farm where electricity is generated, and Tenant shall be solely responsible for the maintenance in good order of such fence, security devices and signage throughout the Term. Tenant may, at its expense, make any other alterations, additions, improvements and changes (including, without limitation, removal of existing improvements and fixtures and trees and plants) to the Premises as it may deem necessary or desirable in connection with its Intended Use of the Premises, without the consent of Landlord. Such alterations, improvements, and changes may, in Tenant's sole discretion, include the cutting, removal, and sale of any timber or trees, including, without limitation, any remaining stumps, on the Premises; in the event that Tenant requests, Landlord shall execute and deliver a timber deed in commercially reasonable form to evidence such rights of Tenant in the timber and trees. Proceeds from the harvesting of timber after removal costs shall be paid to the Landlord. Any and all such alterations, additions, improvements or changes conducted by Tenant shall be done in compliance with applicable laws. Landlord agrees to sign any permit applications, to the extent required by law, and to take all such other actions as are reasonably required to allow Tenant to accomplish any such alterations, additions, improvements and changes to the Premises, including, but not limited to, United States Corps of Engineers permits, erosion control, and tax documents. Notwithstanding anything to the contrary contained in this Lease, Tenant may withhold any rent payments until Landlord has complied with the prior sentence. Any and all improvements constructed on the Premises by or for Tenant, and all machinery, fixtures, trade fixtures, furniture, equipment, and other personal property installed or placed in the Premises by or for Tenant (including, without limitation batteries or other storage facilities, solar modules, panels, and other equipment), shall, regardless of the manner of attachment to the Premises or the improvements thereon, be and at all times remain the property of Tenant and shall be removed by it upon the expiration or earlier termination of this Lease as provided in Section 14.

6. Do Not Disturb Area. Intentionally Deleted.

7. Use and Occupancy. Tenant shall be entitled to use the Premises for operation of a solar photovoltaic power array for the generation of electric power, and a Battery Energy Storage System that will store electricity along with related equipment, vegetative cover, plants, trees, shrubs, agricultural use, fixtures, appliances, appurtenances and improvements related thereto and ancillary and associated uses (the "Intended Use") and for no other use without the written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant agrees that no unlawful use of the Premises will be made. Landlord shall deliver sole and exclusive possession of the Premises to Tenant on the Effective Date subject only to Landlord's right to continue to farm the Premises in the current manner being farmed until the giving of the "Construction Notice" at which point Landlord will vacate the Premises as provided in Section 2. For the avoidance of doubt, the continued farming of the Premises shall be performed in such a manner as to not interfere with Tenant's rights under this Lease.

8. Insurance.

(a) Tenant shall, after its improvements are completed, keep such improvements insured against loss or damage by fire, windstorm, earthquake and similar hazards in commercially reasonable amounts determined by Tenant.

(b) Beginning on the Effective Date, Tenant, at its sole cost and expense, shall keep or cause to be kept Commercial General Liability Insurance (1986 ISO Form or its equivalent) with a combined single limit of at least One Million Dollars (\$1,000,000.00) each Occurrence and at least Two Million Dollars (\$2,000,000.00) in the aggregate-per location, which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises.

(c) Any provisions herein to the contrary notwithstanding, Landlord and Tenant mutually agree that, in respect to any loss which is covered by insurance then being carried by them respectively (or which would have been covered had such party maintained the insurance required hereunder), the one carrying such insurance and suffering said loss hereby releases the other of and from any and all claims with respect to such loss, and waives any rights of subrogation which might accrue to the carrier of such insurance.

(d) All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the State of Kentucky and shall name the Landlord as an additional insured. Tenant shall deliver to Landlord certificates evidencing the existence and the amount of such insurance, or renewals of them or binders to them.

9. Taxes.

(a) Tenant shall pay when due all ad valorem taxes and assessments that may be imposed upon the Premises beginning on the date that Tenant actually commences construction in the solar farm described in the Construction Notice until the end of the Term by applicable governmental entities, including, without limitation, all ad valorem taxes and assessments levied upon the improvements made to the Land by Tenant or upon any other property installed in or brought onto the Premises by Tenant and any roll-back taxes that become due as a result of such construction (but excluding any taxes applicable to the period prior to the beginning of the Term other than the roll-back taxes described above). Furthermore, in the event that the Premises is a part of a larger tax parcel owned by Landlord and ad valorem taxes on such tax parcel increase as a result of Tenant's use of the Premises for the Intended Use, the increased taxes resulting from such change of use shall be equitably apportioned as to Landlord and Tenant in a pro-rata manner such that Tenant is responsible only for such costs as they relate to the Premises or to the extent proven to be in addition to those Landlord would otherwise be required to pay for the remainder of the tax parcel.

(b) Tenant may contest the legal validity or amount of any taxes, assessments, or other charges for which it is responsible under this Lease, and may institute such proceedings as it considers necessary. Tenant shall bear all expenses in pursuing such contest or proceeding. With respect to any taxes for which Tenant is responsible that may constitute a lien on the Property, Tenant shall promptly pay such taxes unless the proceeding in which it contests such tax shall operate to prevent or stay the collection of the taxes so contested or unless Tenant removes any such lien by bonding or otherwise. Landlord agrees to render to Tenant all reasonable assistance, at no cost or expense whatsoever to Landlord, in contesting the validity or amount of any taxes, assessments or charges, including joining in the signing of any reasonable protests or pleadings which Tenant may reasonably deem advisable to file; provided, however, that Tenant shall reimburse Landlord for its reasonable attorneys' fees incurred in connection with providing such assistance.

10. Fire or Other Casualty. In the event that the Premises, the improvements thereon, or any portions thereof, are damaged by fire or other casualty during the Term, and if in Tenant's sole judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Premises or the improvements thereon, as the case may be, Tenant may terminate this Lease by written notice to Landlord. The proceeds of any casualty insurance policy maintained by Tenant shall first be applied to the removal and restoration requirements of Tenant as provided herein and, thereafter, be payable to Tenant.

11. Condemnation.

(a) In the event that the whole of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, or such portion thereof that, in Tenant's judgment, the remainder of the Premises is not suitable for Tenant's purposes (herein called a "Total Taking"), then this Lease shall terminate as of the earlier of the date when title thereto vests in the condemnor or the date when possession thereof shall be delivered to the condemnor.


(b) In the event that a portion or portions of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, and such taking does not constitute a Total Taking (herein called a "Partial Taking"), then this Lease, only as to the portion or portions so taken, shall terminate as of the date possession thereof shall be delivered to the condemnor, but otherwise this Lease shall remain in full force and effect. In the case of a Partial Taking, the rent payable under this Lease after possession of the portion so taken shall be reduced based on the acreage so taken.

(c) In the event that Landlord and Tenant are unable to obtain separate awards with respect to their respective interests in the Premises, then, the single award shall be fairly and equitably apportioned between Landlord and Tenant. The portion of the award to be received by Landlord shall be based upon the taking of or injury to the fee simple estate in the Land, but not the improvements thereon. The portion of the award to be received by Tenant shall be based upon the taking and reduction of Tenant's leasehold estate created by this Lease, the taking of any improvements constructed or placed by Tenant on the Land, loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such taking or condemnation. Notwithstanding anything to the contrary contained herein, the amount of award granted to Tenant shall specifically include the value of any improvements or equipment taken or cannot be removed and reasonably reused after the taking or the cost to remove and relocate improvements or equipment on Land that is taken. Tenant shall have the right to participate, at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings; provided, however, Tenant shall not enter into any binding agreement or settlement without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord agrees to cooperate with Tenant and to execute such documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings.

12. Maintenance and Repairs. During the Term, Tenant shall be responsible, at its sole cost and expense, for the repair and maintenance of the Premises.

13. Default.





14. Termination of Lease. Following the expiration or termination of this Lease as hereinabove provided, or pursuant to statute, or by summary proceedings or otherwise, Tenant shall restore the Land (and any other land of Landlord impacted by Tenant's use of the Premises) to substantially its condition as of the Effective Date using prudent engineering practices where applicable, including, without limitation, the removal of all improvements and alterations to the Land or Premises (including, without limitation, all fencing, roads, solar panels and mounting, and other improvements or alterations) and any electrical or communication or other utility poles, lines and connections (unless such lines and connections are used in connection with other property owned by Landlord and Landlord elects to allow such lines and connections to remain); provided, however, that Tenant shall not be obligated to regrade the Land or any other property or replant any crops or plants. The removal and restoration shall be completed in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord.

Tenant may, in its discretion, determine the length of such period following the expiration or termination up to a period of twenty-four (24) months and shall provide Landlord with written notice of such length prior to the date that is thirty (30) days after such expiration or termination. Tenant shall pay Landlord rent for the period beyond the expiration or termination in an amount equal to the annual rent due and payable for the year immediately prior to such expiration or termination prorated based on a daily rate for the actual number of days in such extension. Tenant shall have all rights granted to Tenant under this Lease during the period of such extension, including, without limitation, the right to access the Premises for the purposes of complying with this Section 14. This Section 14 shall survive the expiration or termination of this Lease.

The removal and restoration shall be completed in a manner that is materially similar to the Template Decommissioning Plan attached hereto as Exhibit D and in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord; provided, however, that to the extent applicable laws and regulations conflict with the Template Decommissioning Plan, Tenant shall comply with such laws and regulations in lieu of the applicable portion of the Template Decommissioning Plan except that the amount of security deposit (in the form of a bond or other form required by the governmental entity) deposited by Tenant shall, after giving credit to any security deposit deposited with a governmental entity, be the greater of the amount of security deposit required by the governmental entity or the amount in the Template Decommissioning Plan.

15. Possession After Expiration or Termination. 



16. Binding Effect; Assignment and Subletting. This Lease shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns. Tenant may assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, without Landlord's prior consent but with contemporaneous notice of such assignment.

17. Indemnifications.

(a) Tenant shall defend, indemnify, protect and hold harmless Landlord, and its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Landlord (collectively, including Landlord, the "Landlord Parties") from and against all claims, demands, suits, actions, orders, administrative proceedings, judgments, liabilities, losses, damages, penalties, fines, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "Claims") suffered or incurred by any of the Landlord Parties as a result of, arising out of, or relating to: (a) any acts, omissions or negligence of Tenant, its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Tenant (collectively, including Tenant, the "Tenant Parties") in connection with Tenant Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Landlord Party, and/or (b) a breach of this Lease by Tenant that remains uncured after any applicable notice and cure period. Notwithstanding the foregoing, the Landlord Parties hereby waive any Claims against the Tenant Parties for damage or injury suffered by the Landlord Parties arising as a result of any audible or electromagnetic noise, vibration, electrical interference and radio frequency interference attributable to the Tenant Parties' operations on the Premises or any other property, provided that nothing herein shall be deemed to release Tenant from its obligation to defend, indemnify, protect and hold harmless the Landlord Parties from third party claims under the first sentence of this Section 17(a). The Tenant Parties shall not be liable for losses of rent, business opportunities, profits or any other consequential damages that may result from the conduct of Tenant Parties' uses of or operations on the Premises.

(b) Landlord shall defend, indemnify, protect and hold harmless the Tenant Parties from and against any and all Claims suffered or incurred by any of the Tenant Parties as a result of, arising out of, or relating to: (a) any acts, omissions or negligence of any of the Landlord Parties in connection with Landlord Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Tenant Party, (b) the condition of the Premises that Landlord has knowledge of, or after reasonable inquiry, should have knowledge of, except to the extent any such Claim is caused by the negligence or willful misconduct of a Tenant Party, (c) a breach of this Lease by Landlord that remains uncured after any applicable notice and cure period, and/or (d) any environmental matters and conditions at the Premises, to the extent existing or first occurring before the Effective Date (the "Pre-Existing Environmental Liabilities"). Landlord hereby agrees to and does assume all of the Pre-Existing Environmental Liabilities.

18. Quiet Enjoyment. Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of this Lease (beyond any applicable notice and cure periods), it will defend the right of possession to the Premises in Tenant against all parties whomsoever for the entire Term, and that Tenant shall have peaceable and quiet possession of the Premises during the Term without hindrance or molestation.

19. Waiver. The waiver by any party of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant or agreement herein contained.

20. Notices; Rent Payment. All notices, elections, demands, requests, payments and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts, addressed to:

To Landlord:

Charles P. Brussell and Paula Ann Brussell  


To Tenant: Northern Bobwhite Solar, LLC  
7804-C Fairview Rd. #257  
Charlotte, NC 28226  
Attn: Walter Putnam

And to: Kilpatrick Townsend & Stockton LLP  
4208 Six Forks Road, Suite 1400  
Raleigh, NC 27609  
Attn: John Livingston

or at such other address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given.

21. Memorandum of Lease. Landlord and Tenant agree that this entire Lease shall not be recorded. However, contemporaneously with the full execution of this Lease, Landlord and Tenant shall execute and record (to be recorded at Tenant's expense) a memorandum of this Lease in substantially the form attached hereto as Exhibit C, specifying the Effective Date, the Expiration Date, the Extension Terms granted herein, and such other provisions hereof as the parties may mutually agree to incorporate therein, which memorandum of lease shall be in form sufficient to publish notice and protect the validity of this Lease and Tenant's rights hereunder. The memorandum of lease shall be recorded in the Public Registry in the County in which the Land is located.

22. SNDA. No later than the Rent Commencement Date, Landlord shall provide to Tenant a subordination, non-disturbance, and attornment agreement from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Land or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Tenant's rights under this Lease in form and substance acceptable to Tenant. With respect to any future beneficiary of a mortgage or deed of trust, Landlord shall request of such beneficiary a subordination, non-disturbance, and attornment agreement in such form as is acceptable to Tenant for the benefit of Tenant.

23. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of Kentucky.

24. Invalidity of Particular Provisions. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25. Landlord's Warranties and Representations. Landlord hereby agrees with, and warrants and represents to Tenant as follows:

(a) Landlord is the owner of the Premises with full right and authority to execute this Lease and to lease the Premises to Tenant in accordance with the terms hereof;

(b) To the best of Landlord's knowledge after due inquiry, the Premises are free from environmental contamination of any sort and complies with any and all applicable laws, rules, regulations and recorded documents;

(c) Landlord has not received any notice of condemnation, zoning change or legal noncompliance relating to the Premises;

(d) Landlord will not institute or consent to any rezoning of the Premises during the Term (other than rezonings requested by Tenant);

(e) Landlord shall not further encumber the title to the Premises during the Term unless the encumbrance is unconditionally subordinate to this Lease;

(f) Landlord acknowledges and agrees that access to sunlight is essential to the value to Tenant of the rights granted hereunder and is a material inducement to Tenant in entering into this Lease. Accordingly, Landlord shall not cause or, to the extent within Landlord's control, permit any property then owned or controlled by Landlord in the vicinity of the Premises, or any uses or improvements thereon, to impair Tenant's Intended Use of the Premises (for example, and without limiting the generality of the foregoing, Landlord shall not cause or permit any cell towers, water towers, billboards, silos or any other structures to be placed or constructed thereon that may obstruct the sunlight that otherwise would reach the solar panels located on the Premises, or that may cast shade or shadows upon the solar panels located on the Premises or any portion thereof). If Landlord becomes aware of any potential activity on any adjacent or nearby parcel of land that could diminish the access to sunlight at the Energy Facilities, Landlord shall use its best efforts (i) to timely advise Tenant of such information and (ii) with respect to any adjacent or nearby parcel of land then owned or controlled by the Landlord, to reasonably cooperate with Tenant in taking measures to preserve the levels of sunlight at the Energy Facilities that existed as of the date of this Lease. Tenant shall be entitled to seek all remedies available at law and inequity, including but not limited to, specific performance, to compel compliance with this paragraph;

(g) the Land is free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants;

(h) Landlord has not and, to the best of Landlord's knowledge, its predecessors in title and Landlord's tenants have not used, manufactured, stored or released hazardous substances on, in or under the Land other than the application of certain materials in the ordinary course of farming the Premises and adjoining property (such as pesticides, herbicides, fertilizer, and other agricultural material).

(i) there are no service or maintenance contracts affecting the Premises for which Tenant may be obligated or liable for;

(j) there are no delinquent or outstanding assessments, liens or other impositions levied or assessed against the Premises;

(k) except for this Lease, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Land, whether written or oral, recorded or unrecorded; provided that a written or oral lease or agreement to conduct normal, customary farming operations for the period prior to the Construction Start Date does not violate this provision;

(l) Landlord is not in the hands of a receiver nor is an application for such a receiver pending;

(m) Landlord has made no assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; and

(n) Within five (5) days after the full execution of this Lease, Landlord shall provide copies of the following to Tenant: any notices of any statute or code violation pertaining to the Premises; all "Phase I" and other environmental assessment reports for the Premises in Landlord's possession or control; Landlord's most recent survey and title insurance policy relating to the Premises; any governmental permits for the Premises and any other documentation in Landlord's possession relating to the Premises.

26. Brokerage Commission. Neither Landlord nor Tenant knows of any real estate brokers or agents who are or may be entitled to any commission or finder's fee in connection with this Lease. Each party hereto agrees to indemnify, defend and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, fees for legal counsel and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent.

27. Ownership of Solar Energy and Attributes; Tax Credits and Incentives. Landlord hereby acknowledges and agrees that Landlord shall have no ownership or other interest in (and Tenant is the sole and exclusive owner of) the solar farm and all related generation, storage, transmission and interconnection facilities (the "Energy Facilities") installed on the Premises or any environmental attributes produced therefrom, including, without limitation, any and all federal, state and/or local benefits and credits (including tax credits, investment credits, carbon credits, solar energy credits), rebates, incentives, benefits, emissions reductions, entitlements, reporting rights, deductions, depreciation, offsets and allowances of any kind, howsoever entitled, attributable to the Energy Facilities or the electric energy, storage capacity, generation capacity or other generator-based products produced therefrom, whether in effect as of the date of this Lease or as may come into effect in the future.

28. Easements.

(a) Operations Easements. Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Premises across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "Adjacent Property"), except any portions of the Adjacent Property located in the Do Not Disturb Area, to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under this Lease and the operation of the Premises for the Intended Use, for the benefit of Tenant (collectively, the "Easements") which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

(i) An exclusive easement for electrical interconnection purposes;

(ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;

(iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from lands adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time;

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the

Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; (C) Battery Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

(b) Recording. The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

(c) Compensation for Easements on Adjacent Property. [REDACTED]

(d) Landlord Easements. To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

(e) Tenant Easements. Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated or stored at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

29. Tenant's Access. Tenant, and Tenant's agents, guests, subtenants and designees shall have access to the Premises at all times during the Term. Neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises, except in the case of an emergency.

Further, this Lease shall entitle Tenant, at Tenant's discretion, to install, use and maintain a permanent gravel commercial driveway within the Premises and a second temporary construction driveway within the Premises providing access to the Premises from adjoining roads in accordance with DOT standards of the State in which the Premises is located.

30. Landlord's Access. Landlord hereby reserves for itself the right to access adjoining property owned by Landlord that would not have access to a public roadway otherwise over a twenty foot (20') wide path over the Premises in a location to be determined by Tenant (the "**Landlord Access**") subject to the terms of this Section 30. Tenant shall also have the right to use the Landlord Access for the benefit of the Premises. Landlord shall only use the Landlord Access for the benefit of Landlord's adjoining property as currently being used and such access shall only commence after the Commercial Operation Date. Notwithstanding anything to the contrary, Tenant may consent in writing, such consent not to be unreasonably withheld, to Landlord's use of the Landlord Access for specific tasks of limited duration prior to the Commercial Operation Date. Landlord shall not use the Landlord Access in any manner that interferes with Tenant's operations pursuant to this Lease or enjoyment of Tenant's rights granted under this Lease. Landlord shall promptly restore any damage caused by Landlord's use of the Landlord Access. Tenant shall install a gate on such Landlord Access. After Landlord's right to use the Landlord Access commences, Tenant shall provide Landlord a copy of any key to the gate, and Landlord may use the gate but shall keep such gate closed and locked at such times as Landlord is not using the Landlord Access. Additionally, Landlord shall be solely responsible, at Landlord's sole cost and expense, for the maintenance, repair, replacement, and improvement of the Landlord Access. Landlord shall perform all such maintenance, repair, replacement, and improvement in a good and workmanlike manner that minimizes interference with Tenant's operations pursuant to the Lease or Tenant's rights granted pursuant to the Lease. Tenant, at Tenant's sole cost and expense, may relocate the Landlord Access as desirable for the use of the Premises so long as the relocation reasonably allows Landlord continued access to its adjoining property.

31. Confidentiality. All information acquired by Landlord or any of its designated representatives (including by way of example, but not in limitation, the officers, directors, shareholders and employees of Landlord, and Landlord's consultants, counsel, lenders, and the officers, directors, shareholders and employees of each of them) with respect to Tenant, including, without limitation, with respect to the terms of this Lease (collectively, the "Confidential Information") shall be used solely for purposes of negotiating and fulfilling the terms of this Lease and for no other purpose whatsoever. All Confidential Information that is not published as public knowledge or that is not generally available in the public domain shall be kept in strict confidence by Landlord and shall not be disclosed to any individual or entity other than to those authorized representatives of Landlord who require any portion of the Confidential Information to assist Landlord in its negotiation and fulfillment of the terms of this Lease and who Landlord has bound to a confidentiality agreement requiring such party's compliance with the terms of this Section 31; provided, however, that Landlord shall have the right to disclose any such information if required by applicable law or as may be necessary in connection with any court action or proceeding with respect to this Lease. [REDACTED]

Tenant shall have the right to disclose any information with respect to Landlord and with respect to the terms of this Lease as required by applicable law or as may be reasonably necessary in connection with any federal, state or local or permitting, approvals or entitlements or offtakers of solar power with respect to the Intended Use, or in any court action or proceeding with respect to this Lease.

32. Amendment; Entire Agreement; Interpretation. This Lease may only be amended or modified by a written instrument signed by both Landlord and Tenant. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. This Lease may be executed

in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. This Lease shall create the relationship of landlord and tenant between the parties. Nothing herein shall be deemed to create any partnership, joint venture, or agency relationship between the parties. Neither party shall make any representation or statement (whether oral or written) to any person or entity inconsistent with this provision. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others. Time is of the essence of this Lease. This Lease shall not be binding (and not deemed an offer, reservation, or option to Lease) until executed by both Landlord and Tenant.

33. Execution by Landlord. Landlord and the undersigned person executing this Lease represent and warrant that the undersigned person executing this Lease on behalf of Landlord has due and proper authority to do so and to bind Landlord to this Lease and all terms, covenants and conditions thereof and that this Lease is a legal, valid, and binding obligation of Landlord enforceable in accordance with its terms.

34. Counterparts and Email/PDF. This Lease may be executed in counterpart or by emailing .pdf or other compressed digital files, or any combination of the foregoing. All counterparts together shall constitute one and the same Lease.

35. Estoppel. Within fifteen (15) business days after written request therefor by Tenant, Landlord agrees to deliver a certificate to Tenant, Tenant's lender (if applicable) and any proposed purchaser of the ownership interests of Tenant (if applicable), in a commercially reasonable form (subject to reasonable modification by any applicable purchaser or Tenant's lender) to Tenant's lender or to any proposed purchaser and/or to Tenant setting forth the terms of the Lease, the absence of default thereunder, and such other reasonable terms requested by Tenant, lender or purchaser. In the event Landlord fails to respond within such fifteen (15) business day period, then, in addition to such failure constituting an event of default, all matters set forth in the estoppel certificate shall be deemed to be true, accurate and complete.

36. Leasehold Financing.

(a) Tenant, any successor or assignee of Tenant, or any holder of a sublease or license (each hereinafter sometimes referred to as an "Obligor") may at any time mortgage, pledge, or encumber to any entity (herein, a "Lender") all or any portion of the Obligor's rights and interests under this Lease or such sublease or license, in each case without the consent of Landlord. For purposes of this Lease, each entity which now or hereafter is the recipient or beneficiary of any such mortgage, pledge, or encumbrance and whose lien or encumbrance is now or hereafter recorded in the official records of the County in which the Premises is located, shall be referred to in this Lease as a "Lender".

(b) Tenant and Landlord expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in subsection (a) above, then notwithstanding any other provision of this Lease to the contrary:

(i) Landlord and Tenant will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of this Lease, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender, without such Lender's consent.



(ii) Each Lender shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Lease by the Obligor that is party to such Lender's mortgage, pledge or encumbrance, and any such action performed by such Lender shall be as effective to prevent or cure a default under this Lease and/or a forfeiture of any of such Obligor's rights under this Lease as if done by such Obligor itself.

(iii)



(iv)



(c) There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons


at the time having an interest in the fee estate in the Premises and all persons (including the Lenders) having an interest in the Lease or in the estate of Landlord and Tenant shall join in a written instrument effecting such merger and shall duly record the same.

(d) Landlord shall, at Tenant's or a Lender's request, provide to Tenant and such Lender (i) confirmation that such Lender is a "Lender" for purposes of this Lease, (ii) a consent and estoppels acknowledging the Lender's mortgage or other lien or encumbrance, confirming the continuing effectiveness of this Lease, identifying any modifications hereto and any breaches or defaults hereunder, and containing such other information and agreements as Tenant or such Lender may reasonably request, and (iii) such other certificates or affidavits as Tenant, such Lender or any title company selected by either Tenant or such Lender may reasonably request. Landlord shall duly execute and return same to Tenant and/or Lender within ten (10) days of Tenant's or Lender's request therefor. Should Landlord fail to timely execute and deliver the consent and estoppel, then Tenant and/or Lender may rely on the contents thereof and the consent and estoppel shall be conclusively binding upon Landlord.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Lease under seal as of the day and year first above written.

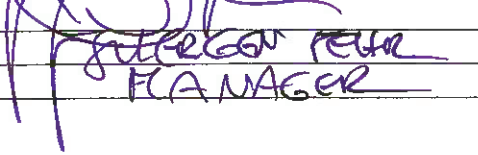
**LANDLORD:**

  
\_\_\_\_\_  
Charles P. Brussell

  
\_\_\_\_\_  
Paula Ann Brussell

TENANT:

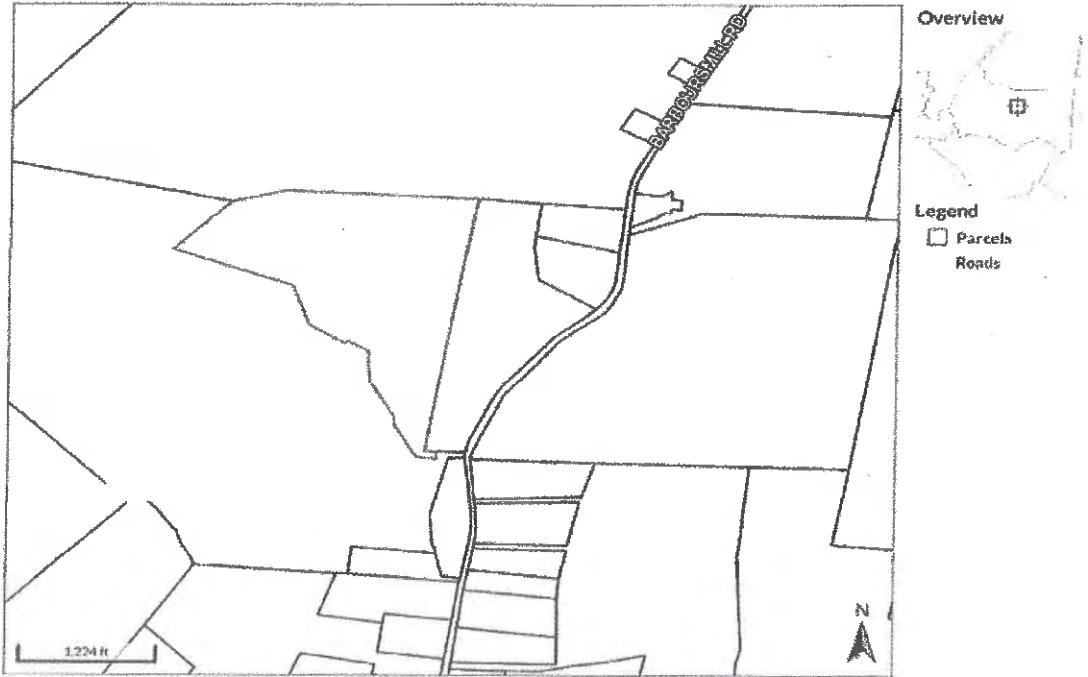
NORTHERN BOBWHITE SOLAR, LLC

By:   
Name: JEROME REAR  
Title: MANAGER

# EXHIBIT A

Land

 **qPublic.net**™ Marion County, KY PVA



<b>Parcel ID</b>	064-002-03	<b>Alternate ID</b>	70393	<b>Owner Address</b>	BRUSSELL CE IARLLS P & PAUL A ANN
<b>Sec/Twp/Rng</b>	n/a	<b>Class</b>	Farm		772 E MAIN ST
<b>Property Address</b>	0 BARBERS MILL RD	<b>Acreage</b>	71.16		LEBANON KY 40093
<b>District</b>	County				
<b>Brief Tax Description</b>	BARBERS MILL RD/TR3/SLIDE 308				

**EXHIBIT B**

**Premises**



**EXHIBIT B.1, B.2, etc...**

**INTENTIONALLY DELETED**

**EXHIBIT C**

**Memorandum of Lease**

THIS INSTRUMENT PREPARED BY  
AND RETURN TO AFTER RECORDING:

[            ] Solar LLC  
7804-C Fairview Rd #257  
Charlotte, NC 28226

By: \_\_\_\_\_  
          Juergen Fehr, Manager

STATE OF KENTUCKY

COUNTY OF \_\_\_\_\_

**MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT**

This Memorandum of Solar Ground Lease Agreement (“Memorandum”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **CHARLES P. BRUSSELL and PAULA ANN BRUSSELL** (collectively, “Landlord”) and **NORTHERN BOBWHITE SOLAR LLC**, a Kentucky limited liability company (“Tenant”), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated \_\_\_\_\_, 20\_\_ (the “Lease”). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. 064-002-03 containing approximately 71.16 acres, located at Marion County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

1. Leased Property: All that certain property more particularly described on Exhibit A is referred to in the Lease as the “**Land**”. The portion of the Land delineated in the Survey and described on Exhibit B attached hereto and made a part hereof, together with “all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon” is referred to in the Lease as the “**Premises**”.

2. Term: Commencing upon the date of the Lease and expiring on the date that two hundred forty (240) months following the Rent Commencement Date (as defined in the Lease).
3. Renewal Terms: Four (4) renewal terms of five (5) years each.
4. Right to Terminate: Tenant has the right to terminate the Lease:
- i. In the event that its power purchase agreement or other agreement under which Tenant provides power generated at the Premises to a third party is terminated for any reason whatsoever; or
  - ii. If the Contingencies (as defined in the Lease) are not satisfied, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, prior to the Rent Commencement Date; provided however, that Tenant's right to terminate the Lease pursuant to this subsection ii. shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.
5. Operations Easements: Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Land across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "**Adjacent Property**"), to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under the Lease and the operation of the Premises for the Intended Use (as defined in the Lease), for the benefit of Tenant (collectively, the "**Easements**"), which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:
- (i) An exclusive easement for electrical interconnection purposes;
  - (ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;
  - (iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from other adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time; and



(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; (C) Battery Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto, and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

6. Landlord Easements: To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall, to the extent Landlord is authorized to do so, grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

7. Tenant Easements: Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, said Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.

This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

*[The remainder of this page is intentionally omitted]*

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

**LANDLORD:**

\_\_\_\_\_  
Charles P. Brussell

\_\_\_\_\_  
Paula Ann Brussell

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_
- \_\_\_\_\_  
A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity

Date: \_\_\_\_\_

\_\_\_\_\_, Notary Public  
(print name)

(official seal)

My commission expires: \_\_\_\_\_

[AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

TENANT:

NORTHERN BOBWHITE SOLAR LLC,  
a Kentucky limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

I have personal knowledge of the identity of the principal(s)  
 I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_

A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:\_\_\_\_\_.

Date:\_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(print name)

(official seal)

My commission expires:\_\_\_\_\_

[AFFIX NOTARY SEAL BELOW – NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

**EXHIBIT A**

Land

BEING THE SAME PROPERTY CONVEYED TO LANDLORD BY  
DEED DATED F \_\_\_\_\_ OF RECORD IN DEED BOOK  
\_\_\_\_\_, PAGE \_\_\_\_\_, IN THE OFFICE OF THE CLERK OF  
\_\_\_\_\_ COUNTY, KENTUCKY.

**EXHIBIT B**

**Premises**



## EXHIBIT D

### Template Decommissioning Plan

#### 1. INTRODUCTION

##### 1.1 Project Background

(Project description, size, location and acreage of land use). The solar photovoltaic power array owned by Northern Bobwhite Solar, LLC, ("**Project**"), is anticipated to operate for a period of no less than 20 years under a power purchase agreement from (Utility/Commercial-Industrial Consumer). It is anticipated that the Project will use the existing technology up to an additional (twenty years) for a total operating period of (40) years. At the completion of its operating life, the Project will either be redeveloped with modern equipment, or it will be decommissioned and removed from the site in accordance with this plan.

##### 1.2 Objectives

The objective of this Decommissioning Plan, ("**Plan**"), is to provide the requisite financial surety to guarantee the decommissioning of the Project.

##### 1.3 Plan Conditions:

Prior to commencing with any decommissioning activities in accordance with this Plan, Northern Bobwhite Solar, LLC will provide documentation to process the appropriate permit(s). If the Project is to be redeveloped, a new building plan permit will be processed before any installation of new equipment. Decommissioning the Project will allow the parcels that were changed under the Project's (CUP/SUP) to be returned to their original zone classifications.

#### 2. DECOMMISSIONING OF FACILITY AFTER CEASING OPERATION

##### 2.1 General Environmental Protection

During decommissioning and restoration activities, general environmental protection and mitigation measures will be implemented. Many activities during decommissioning will be comparable to the construction phase, including the use of heavy equipment on site, preparing staging areas, and restoring constructible areas.

##### 2.2 Pre-Decommissioning Activities

Prior to engaging in decommissioning activities, Northern Bobwhite Solar, LLC will provide documentation to process the appropriate permits in accordance with all relevant county, state and federal statutes in place at the time of decommissioning.

Prior to any decommissioning or removal of equipment, staging areas will be delineated as appropriate. At the end of the Project's useful life, it will first be de-energized and isolated from all external electrical lines. All decommissioning activities will be conducted within designated areas; this includes ensuring that vehicles and personnel stay within the demarcated areas. Work to decommission the collector lines and Project-owned transmission lines will be conducted within the boundaries of the municipal road allowance and appropriate private lands.

### **2.3 Equipment Decommissioning and Removal**

The basic components of the Project are photovoltaic (PV) modules, mechanical racking system, electrical cabling, inverter racks, transformers and concrete pads as described below.

- **Modules:** The modules will be removed by hand and placed in a truck to be returned for recycling or disposal as described below in section 2.4.
- **Mechanical racking system:** will be removed with an excavator with a demolition thumb. The recyclable metal will be loaded on trucks and hauled away in accordance with section 2.9.
- **Inverters Racks and Inverters:** The inverters and its racks will be removed by hand and loaded on trucks for recycling in compliance with section 2.5.
- **Transformers:** Transformers will be removed in compliance with section 2.5 and then loaded on to a truck with a crane and sent for recycling.
- **Concrete pads:** The equipment will be disconnected and transported off site by truck. The concrete foundations and support pads will be broken up by mechanical equipment (backhoe-hydraulic hammer/shovel, jackhammer), loaded onto dump trucks and removed from the site. Smaller pre-cast concrete support pads and/or pre-manufactured metal skids will be removed intact by cranes and loaded onto trucks for reuse, or will be broken up and hauled away by dump trucks.

### **2.4 PV Module Collection and Recycling**

All modules will be disconnected, removed from the trackers, packaged and transported to a designated location for resale, recycling or disposal. Any disposal or recycling will be done in accordance with applicable laws and requirements. The connecting underground cables and the junction boxes will be de-energized, disconnected, and removed. The mechanical racking system supporting the PV modules will be unbolted and dismantled by laborers using standard hand tools, possibly assisted by small portable cranes. All support structures will be completely removed by mechanical equipment and transported off site for salvage or reuse. Any demolition debris that is not salvageable will be transported by truck to an approved disposal area. Other salvageable equipment and/or material will be removed for the site for resale, scrap value or disposal.

### **2.5 Electrical Equipment and Inverters**

All decommissioning of electrical devices, equipment, and wiring/cabling will be in accordance with local, state and federal laws. Any electrical decommissioning will include obtaining required permits, and following applicable safety procedures before de-energizing, isolating, and disconnecting electrical devices, equipment and cabling.

Decommissioning will require the removal of the electrical equipment, including inverters, transformers, underground/aboveground cables and overhead lines. Equipment and material may be salvaged for resale or scrap value depending on the market conditions.

### **2.6 Roads, Parking Area**

All access roads and the parking area will be removed to allow for the complete rehabilitation of these areas unless the landowner provides written consent to retain these features. Typically, the granular base covering of these areas will be removed using a wheel loader to strip off the material and dump trucks to haul the aggregate to a recycling facility or approved disposal facility. The underlying subsoil, if exhibiting significant compaction (more likely for the site entrance road than the interior access roads), will then be diced using a tractor and disc attachment to restore the soil structure and to aerate the soil. Clean topsoil will be imported on site by dump truck, replaced over the area and leveled to match the existing grade.

### **2.7 Other Components**



Unless retained for other purposes, removal of all other facility components from the site will be completed, including but not limited to surface drains, access road cross-culverts, and fencing. Anything deemed usable shall be recovered and reused elsewhere. All other remaining components will be considered as waste and managed according to local, state, and federal laws. For safety and security, the security fence will be dismantled and removed from the site after all major components, PV modules, tracker system and foundations have been removed.

### **2.8 Site Restoration**

The following activities will be undertaken to restore the site to substantially its previous condition;

- Site cleanup, re-grading to original contours and, if necessary, restoration of surface drainage swales and ditches.
- Any trenches/drains excavated by the Project will be filled with suitable materials and leveled.
- Any road, parking area will be removed completely, filled with suitable sub-grade material and leveled.
- Any compacted ground will be tilled, mixed with suitable sub-grade materials and leveled.
- Topsoil will be spread as necessary to ensure suitable conditions for vegetation re-growth and reseeded with native seed mix to promote vegetation.

The project fence and existing fire access roads may remain in place upon written consent of the landowner.

### **2.9 Management of Wastes and Excess Materials**

All waste and excess materials will be disposed of in accordance with local, state and federal laws. Waste that can be recycled under municipal programs will be done accordingly. Waste that requires disposal will be disposed of in a state licensed facility by a state licensed hauler.

### **2.10 Emergency Response and Communications Plans**

During decommissioning, Northern Bobwhite Solar, LLC will coordinate with local authorities, the public, and others as required to provide them with information about the ongoing activities. Besides regular direct/indirect communication, signs will be posted at the Project facility to give information to the local public and visitors. The Northern Bobwhite Solar, LLC contact information (telephone number, email and mailing address) will be made public for those seeking more information about the decommissioning activities and/or reporting emergencies and complaints. All inquiries will be directed to the Northern Bobwhite Solar, LLC Representative who will respond to any inquiry. In the event of an emergency, Northern Bobwhite Solar, LLC will mobilize its resources to the site to respond to the event. Personnel involved in decommissioning will be trained in the emergency response and communications procedures. Emergency response procedures will be prepared prior to decommissioning.

## **3. PROJECT DECOMMISSIONING COST ESTIMATE**

### **3.1 Cost Estimate:**

Northern Bobwhite Solar, LLC shall provide a detailed Decommissioning Cost Estimate, prepared by a Kentucky Licensed Engineer, prior to the issuance of building permits, which shall include the following:

- a) the gross estimated cost to perform Decommissioning as set forth in Section II above ("**Gross Cost**");
- b) an increase of the Gross Cost by 10% in order to eliminate any discrepancy in cost estimation techniques ("**Contingency**");
- c) the estimated resale and salvage values associated with the Project equipment ("**Salvage Value**");

- d) a reduction from the Salvage Value by 10% such that only 90% of the Salvage Value can be used as a credit against the Gross Cost and Admin Factor. The Salvage Value multiplied by 90% is the ("**Salvage Credit**").

Thus the Decommissioning Cost Estimate formula is:

Gross Cost + Contingency - Salvage Credit = the "**Decommissioning Cost Estimate**".

The Decommissioning Cost Estimate shall be an amount equal to at least \$500 per acre.

The Decommissioning Cost Estimate shall include a table allocating the net cost estimate across the Project area, based on the percentage of generating capacity in megawatts (MW) on each property ("Allocation Areas"). The Allocation Areas will be divided based upon the lease areas, however Allocation Areas will reference the underlying land, in case ownership of the underlying land changes control during the life of the Project.

### **3.2 Security:**

Northern Bobwhite Solar, LLC will provide an amount equal to the Decommissioning Cost Estimate (as determined by a Kentucky Licensed Engineer, per section 3), ("**Decommissioning Security**").

Decommissioning Security shall be provided by Northern Bobwhite Solar, LLC prior to the Commercial Operation Date and shall be increased every five years based on an assumed 2.5% annual inflation rate.

The Decommissioning Security may be in one of the following forms: (i) cash to be held in escrow by the County Treasurer or a bank or title company, or (ii) a letter of credit from a financial institution reasonably acceptable to the County which shall be irrevocable unless replaced with cash or other form of security reasonably acceptable to County (each a form of "**Acceptable Credit Support**").

In the event that security similar to the Decommissioning Security is required by any governmental entity, such security shall be credited against the Decommissioning Security, and Northern Bobwhite Solar, LLC shall deposit the higher amount as Acceptable Credit Support, which deposit may be split into more than one deposit to the extent reasonably required under the circumstances.

Northern Bobwhite Solar, LLC, Landlord, and, if applicable, the applicable governmental entity and bank or title company shall enter into an escrow agreement to govern the review of the work required hereunder and the disbursement of the Decommissioning Security consistent with this decommissioning plan. If the governmental entity requires, the escrow shall be administered by such governmental entity, and if not so required, shall be administered by a bank or title company reasonably determined by Northern Bobwhite Solar, LLC.

## SOLAR GROUND LEASE AGREEMENT

THIS SOLAR GROUND LEASE AGREEMENT (this "Lease") is made and entered into as of the 20 day of July, 2020 (the "Effective Date"), by and between **DAVID C. CLARK** ("Landlord") and **NORTHERN BOBWHITE SOLAR LLC**, a Kentucky limited liability company ("Tenant").

### WITNESSETH:

In consideration of [REDACTED] to be paid from Tenant to Landlord on or before the date that is thirty (30) days after the Effective Date and the rent to be paid to Landlord by Tenant, as hereinafter provided, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, real property containing approximately 75 acres, located at 2615 Springfield Highway, Marion County, Kentucky and in substantially the location set forth on Exhibit B attached hereto and all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the property and the improvements now or in the future located thereon (the "Premises"), to be occupied and used upon the terms and conditions set forth herein. The Premises are a portion of that certain property with Tax Parcel No. of 063-015 containing approximately 114.171 acres, and located in substantially the location shown in Exhibit A attached hereto and by this reference made a part hereof (the "Land").

1. Term of Lease; Extension Terms; Termination Rights; Contingencies/Due Diligence.

(a) The term of this Lease (including any extensions or renewals, the "Term") shall commence on the Effective Date and shall end at 11:59 P.M. local time on the date that is two hundred forty (240) months after the Rent Commencement Date (as hereinafter defined) (the "Expiration Date"), unless extended or sooner terminated as herein provided; provided, however that if the Rent Commencement Date is other than the first day of a calendar month, the Term shall be extended automatically until 11:59 P.M. local time on the last day of the calendar month in which the Term otherwise would expire.

(b) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to extend the initial two hundred forty (240) month Term granted herein for up to four (4) additional, consecutive terms of five (5) years each (each a "Extension Term" and collectively, the "Extension Terms") by providing Landlord with written notice of Tenant's election to extend the Term for the applicable Extension Term prior to the date that is three (3) months prior to the Expiration Date (or prior to the expiration of the then current Extension Term, as applicable). For the avoidance of doubt, the first Extension Term shall commence on the last day of the initial Term with no gap in between, and each subsequent Extension Term shall commence on the last day of the previous Extension Term with no gap in between.

(c) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to terminate this Lease in the event that its power purchase agreement or other agreement under which Tenant provides power generated or stored at the Premises to a third party is terminated for any reason whatsoever. Upon a termination of this Lease by Tenant permitted hereunder, this Lease shall terminate and become null and void, and Tenant shall have no further obligations hereunder (other than the payment of accrued and unpaid rent, the obligation to restore the Premises set forth in Section 14, and those obligations, if any, that are stated herein to expressly survive the expiration or earlier termination of this Lease).

(d) Tenant's obligation to perform hereunder shall be subject to the satisfaction (or waiver) of the following contingencies (collectively the "Contingencies"):

(i) Tenant obtaining all necessary approvals from state, federal and local authorities required by Tenant to construct its proposed improvements and to operate the Premises for the Intended Use (as hereinafter defined),

(ii) Tenant's entering into power purchase agreement(s) and renewable energy credit purchase agreement(s) for the proposed improvements and operations at the Premise to Tenant's satisfaction,

(iii) Tenant's review and approval of title and survey matters with respect to the Premises, the environmental condition of the Premises and the physical condition of the Land,

(iv) Tenant's receipt of the subordination, non-disturbance and recognition agreements contemplated in Section 22,

(v) Tenant deciding to lease the Premises in lieu of other sites being considered by Tenant prior to the Rent Commencement Date, and

(vi) Tenant's review and approval of any other matters that Tenant deems relevant to determining whether Tenant's leasing of the Premises is economically and otherwise feasible.

If Tenant is unable to satisfy the Contingencies to Tenant's satisfaction prior to the Rent Commencement Date, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, Tenant may terminate this Lease by giving written notice to Landlord prior to the Rent Commencement Date; provided however, that Tenant's right to terminate this Lease under this Section 1(d) shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

As part of Tenant's due diligence, Tenant shall be entitled to conduct (at its expense) such testing of the Premises as Tenant shall determine necessary in its discretion, including without limitation, one or more environmental audits or assessments, and to physically inspect and review the Premises, which investigation shall be of such scope as Tenant determines. During the performance of such diligence, Tenant shall use commercially reasonable efforts to minimize to the extent reasonably possible any interference with Landlord's ongoing use of the Premises, to the extent permitted under this Lease, and only upon prior notification, either oral or by agreed upon e-mail or text messaging, to Landlord of any intended on site activities, which notice Tenant shall in good faith attempt to provide at least forty-eight (48) hours prior to such entry. Any trenches, borings or other land disturbances incurred during the testing period shall be fully restored and regraded as soon as is reasonably practicable under the circumstances after such disturbances occur.

Prior to the Rent Commencement Date, Tenant shall (at its expense) obtain a survey of the Land (the "Survey") that shall show the boundary line of the Premises and otherwise be sufficient to constitute a legal subdivision of the Premises from Landlord's land of which the Premises is a part upon the recordation of the Survey in the appropriate office, if required. The delineation of the Premises on the Survey shall be deemed inserted as Exhibit B to this Lease, automatically replacing any previous Exhibit B.

As part of its inspections and performance of the Survey, Tenant may elect to reduce the Land subject to this Lease, for any reason or no reason, for all or part of the Premises by delivering written notice

to Landlord at any time and for any reason. Landlord agrees that Tenant may terminate pursuant to the foregoing a portion of the Premises (“Released Premises”) so long as Landlord has access to the Released Premises. In the event that Tenant elects such partial termination, the Survey (reflecting such termination) shall be incorporated into Exhibit B as if fully set forth therein without amendment to this Lease, and that for purposes of determining the amount of rent payable hereunder, the size of the Premises and the delineation of acreage as shown on the Survey shall be binding on the parties hereto

2. Construction Notice; Construction Rent; Crop Loss Payment.

(a) Tenant shall provide Landlord notice of its intent to commence construction of the solar farm on the Premises (the “**Construction Notice**”), The Construction Notice shall include the date on which Tenant intends to commence construction (“**Construction Start Date**”). Tenant shall deliver the Construction Notice at least thirty (30) days prior to the Construction Start Date. For purposes of this Lease, “construction” shall be defined as Tenant taking any of the following actions: i) issuing an unlimited notice to proceed to the general contractor, ii) mobilization of machinery, equipment, or personal property onto the Premises for the purpose of building the improvements, or iii) the installation of permanent improvements upon the Premises.

(b) Following the Construction Start Date but prior to the Rent Commencement Date (such period being referred to as the “**Construction Period**”), Tenant shall pay Landlord rent in the amount [REDACTED] in two equal installments per year with the first rent installment payable on or before the Construction Start Date and, the second rent installment being due on or before the date that is six (6) months following the Construction Start Date, and subsequent payments of rent being every six (6) months thereafter. The payment of rent for any fractional calendar year during the Term shall be prorated. [REDACTED]

(c) In addition to the other rent contemplated in Section 2 and subject to the remainder of this Section 2(c), in the event any crops are damaged by Tenant’s initial construction of its intended solar farm during the Construction Period, [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

3. Rent; Rent Escalation; Rent Commencement Date.

(a) Beginning on the Rent Commencement Date (as defined below and subject to the extensions described below), annual rent shall equal [REDACTED] of land located within the Premises (prorated for any fractional acres), as determined by the Survey. If Tenant elects to terminate in accordance with Section 1(d) of this Lease, no rent shall be due or payable.

(b) Annual rent during the Term shall be payable annually, with the first rent installment payable on or before the date that is thirty (30) days after the Rent Commencement Date and prorated based on the portion of the calendar year during which the Rent Commencement Date occurs that is between the Rent Commencement Date and the next December 31<sup>st</sup>, the second rent installment being due on or before the date that is thirty (30) days following the first January 1<sup>st</sup> following the Rent Commencement Date, and subsequent payments of rent being due within thirty (30) days of each January 1<sup>st</sup> thereafter. The payment of rent for any fractional calendar year during the Term shall be prorated.

(c)

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

(f)

[REDACTED]

(g)

[REDACTED]

[REDACTED]

(h) [REDACTED]

4. Utilities. During the Term, Tenant shall pay for all public utilities used in or at the Premises by Tenant.

5. Alterations. Tenant shall install a fence around the perimeter of the Premises at least six (6) feet high, along with adequate security devices and signage appropriate to a solar farm where electricity is generated, and Tenant shall be solely responsible for the maintenance in good order of such fence, security devices and signage throughout the Term. Tenant may, at its expense, make any other alterations, additions, improvements and changes (including, without limitation, removal of existing improvements and fixtures and trees and plants) to the Premises as it may deem necessary or desirable in connection with its Intended Use of the Premises, without the consent of Landlord. Such alterations, improvements, and changes may, in Tenant's sole discretion, include the cutting, removal, and sale of any timber or trees, including, without limitation, any remaining stumps, on the Premises; in the event that Tenant requests, Landlord shall execute and deliver a timber deed in commercially reasonable form to evidence such rights of Tenant in the timber and trees. Proceeds from the harvesting of timber after removal costs shall be paid to the Landlord. Any and all such alterations, additions, improvements or changes conducted by Tenant shall be done in compliance with applicable laws. Landlord agrees to sign any permit applications, to the extent required by law, and to take all such other actions as are reasonably required to allow Tenant to accomplish any such alterations, additions, improvements and changes to the Premises, including, but not limited to, United States Corps of Engineers permits, erosion control, and tax documents. Notwithstanding anything to the contrary contained in this Lease, Tenant may withhold any rent payments until Landlord has complied with the prior sentence. Any and all improvements constructed on the Premises by or for Tenant, and all machinery, fixtures, trade fixtures, furniture, equipment, and other personal property installed or placed in the Premises by or for Tenant (including, without limitation batteries or other storage facilities, solar modules, panels, and other equipment), shall, regardless of the manner of attachment to the Premises or the improvements thereon, be and at all times remain the property of Tenant and shall be removed by it upon the expiration or earlier termination of this Lease as provided in Section 14.

6. Intentionally Deleted.

7. Use and Occupancy. Tenant shall be entitled to use the Premises for operation of a solar photovoltaic power array for the generation of electric power, and a Battery Energy Storage System that will store electricity along with related equipment, vegetative cover, plants, trees, shrubs, agricultural use, fixtures, appliances, appurtenances and improvements related thereto and ancillary and associated uses (the "Intended Use") and for no other use without the written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant agrees that no unlawful use of the Premises will be made. Landlord shall deliver sole and exclusive possession of the Premises to Tenant on the Effective Date subject only to Landlord's right to continue to farm the Premises in the current manner being farmed until the giving of the "Construction Notice" at which point Landlord will vacate the Premises as provided in Section 2. For the avoidance of doubt, the continued farming of the Premises shall be performed in such a manner as to not interfere with Tenant's rights under this Lease.

8. Insurance.

(a) Tenant shall, after its improvements are completed, keep such improvements insured against loss or damage by fire, windstorm, earthquake and similar hazards in commercially reasonable amounts determined by Tenant.

(b) Beginning on the Effective Date, Tenant, at its sole cost and expense, shall keep or cause to be kept Commercial General Liability Insurance (1986 ISO Form or its equivalent) with a combined single limit of at least One Million Dollars (\$1,000,000.00) each Occurrence and at least Two Million Dollars (\$2,000,000.00) in the aggregate-per location, which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises.

(c) Any provisions herein to the contrary notwithstanding, Landlord and Tenant mutually agree that, in respect to any loss which is covered by insurance then being carried by them respectively (or which would have been covered had such party maintained the insurance required hereunder), the one carrying such insurance and suffering said loss hereby releases the other of and from any and all claims with respect to such loss, and waives any rights of subrogation which might accrue to the carrier of such insurance.

(d) All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the Commonwealth of Kentucky and shall name the Landlord as an additional insured. Tenant shall deliver to Landlord certificates evidencing the existence and the amount of such insurance, or renewals of them or binders to them.

9. Taxes.

(a) Tenant shall pay when due all ad valorem taxes and assessments that may be imposed upon the Premises beginning on the date that Tenant actually commences construction in the solar farm described in the Construction Notice until the end of the Term by applicable governmental entities, including, without limitation, all ad valorem taxes and assessments levied upon the improvements made to the Land by Tenant or upon any other property installed in or brought onto the Premises by Tenant and any roll-back taxes that become due as a result of such construction (but excluding any taxes applicable to the period prior to the beginning of the Term other than the roll-back taxes described above). Furthermore, in the event that the Premises is a part of a larger tax parcel owned by Landlord and ad valorem taxes on such tax parcel increase as a result of Tenant's use of the Premises for the Intended Use, the increased taxes resulting from such change of use shall be equitably apportioned as to Landlord and Tenant in a pro-rata manner such that Tenant is responsible only for such costs as they relate to the Premises or to the extent proven to be in addition to those Landlord would otherwise be required to pay for the remainder of the tax parcel.

(b) Tenant may contest the legal validity or amount of any taxes, assessments, or other charges for which it is responsible under this Lease, and may institute such proceedings as it considers necessary. Tenant shall bear all expenses in pursuing such contest or proceeding. With respect to any taxes for which Tenant is responsible that may constitute a lien on the Property, Tenant shall promptly pay such taxes unless the proceeding in which it contests such tax shall operate to prevent or stay the collection of the taxes so contested or unless Tenant removes any such lien by bonding or otherwise. Landlord agrees to render to Tenant all reasonable assistance, at no cost or expense whatsoever to Landlord, in contesting the validity or amount of any taxes, assessments or charges, including joining in the signing of any reasonable protests or pleadings which Tenant may reasonably deem advisable to file; provided, however, that Tenant shall reimburse Landlord for its reasonable attorneys' fees incurred in connection with providing such assistance.



10. Fire or Other Casualty. In the event that the Premises, the improvements thereon, or any portions thereof, are damaged by fire or other casualty during the Term, and if in Tenant's sole judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Premises or the improvements thereon, as the case may be, Tenant may terminate this Lease by written notice to Landlord. The proceeds of any casualty insurance policy maintained by Tenant shall first be applied to the removal and restoration requirements of Tenant as provided herein and, thereafter, be payable to Tenant.

11. Condemnation.

(a) In the event that the whole of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, or such portion thereof that, in Tenant's judgment, the remainder of the Premises is not suitable for Tenant's purposes (herein called a "Total Taking"), then this Lease shall terminate as of the earlier of the date when title thereto vests in the condemnor or the date when possession thereof shall be delivered to the condemnor.

(b) In the event that a portion or portions of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, and such taking does not constitute a Total Taking (herein called a "Partial Taking"), then this Lease, only as to the portion or portions so taken, shall terminate as of the date possession thereof shall be delivered to the condemnor, but otherwise this Lease shall remain in full force and effect. In the case of a Partial Taking, the rent payable under this Lease after possession of the portion so taken shall be reduced based on the acreage so taken.

(c) In the event that Landlord and Tenant are unable to obtain separate awards with respect to their respective interests in the Premises, then, the single award shall be fairly and equitably apportioned between Landlord and Tenant. The portion of the award to be received by Landlord shall be based upon the taking of or injury to the fee simple estate in the Land, but not the improvements thereon. The portion of the award to be received by Tenant shall be based upon the taking and reduction of Tenant's leasehold estate created by this Lease, the taking of any improvements constructed or placed by Tenant on the Land, loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such taking or condemnation. Notwithstanding anything to the contrary contained herein, the amount of award granted to Tenant shall specifically include the value of any improvements or equipment taken or cannot be removed and reasonably reused after the taking or the cost to remove and relocate improvements or equipment on Land that is taken. Tenant shall have the right to participate, at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings; provided, however, Tenant shall not enter into any binding agreement or settlement without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord agrees to cooperate with Tenant and to execute such documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings.

12. Maintenance and Repairs. During the Term, Tenant shall be responsible, at its sole cost and expense, for the repair and maintenance of the Premises.

13. [REDACTED]

[REDACTED]

14. Termination of Lease. Following the expiration or termination of this Lease as hereinabove provided, or pursuant to statute, or by summary proceedings or otherwise, Tenant shall restore the Land (and any other land of Landlord impacted by Tenant's use of the Premises) to substantially its condition as of the Effective Date using prudent engineering practices where applicable, including, without limitation, the removal of all improvements and alterations to the Land or Premises (including, without limitation, all fencing, roads, solar panels and mounting, and other improvements or alterations) and any electrical or communication or other utility poles, lines and connections (unless such lines and connections are used in connection with other property owned by Landlord and Landlord elects to allow such lines and connections to remain); provided, however, that Tenant shall not be obligated to regrade the Land or any other property or replant any crops or plants. The removal and restoration shall be completed in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord.

Tenant may, in its discretion, determine the length of such period following the expiration or termination up to a period of twenty-four (24) months and shall provide Landlord with written notice of such length prior to the date that is thirty (30) days after such expiration or termination. Tenant shall pay Landlord rent for the period beyond the expiration or termination in an amount equal to the annual rent due and payable for the year immediately prior to such expiration or termination prorated based on a daily rate for the actual number of days in such extension. Tenant shall have all rights granted to Tenant under this Lease during the period of such extension, including, without limitation, the right to access the Premises for the purposes of complying with this Section 14. This Section 14 shall survive the expiration or termination of this Lease.

The removal and restoration shall be completed in a manner that is materially similar to the Template Decommissioning Plan attached hereto as Exhibit D and in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord; provided, however, that to the extent applicable laws and regulations conflict with the Template Decommissioning Plan, Tenant shall comply with such laws and regulations in lieu of the applicable portion of the Template Decommissioning Plan except that the amount of security deposit (in the form of a bond or other form required by the governmental entity) deposited by Tenant shall, after giving credit to any security deposit deposited with a governmental entity, be the greater of the amount of security deposit required by the governmental entity or the amount in the Template Decommissioning Plan.

15. [REDACTED]

16. Binding Effect; Assignment and Subletting. This Lease shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns. Tenant may assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, without Landlord's prior consent but with contemporaneous notice of such assignment.

17. Indemnifications.

(a) Tenant shall defend, indemnify, protect and hold harmless Landlord, and its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Landlord (collectively, including Landlord, the "Landlord Parties") from and against all claims, demands, suits, actions, orders, administrative proceedings, judgments, liabilities, losses, damages, penalties, fines, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "Claims") suffered or incurred by any of the Landlord Parties as a result of, arising out of, or relating to: (a) any acts, omissions or negligence of Tenant, its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Tenant (collectively, including Tenant, the "Tenant Parties") in connection with Tenant Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Landlord Party, and/or (b) a breach of this Lease by Tenant that remains uncured after any applicable notice and cure period. Notwithstanding the foregoing, the Landlord Parties hereby waive any Claims against the Tenant Parties for damage or injury suffered by the Landlord Parties arising as a result of any audible or electromagnetic noise, vibration, electrical interference and radio frequency interference attributable to the Tenant Parties' operations on the Premises or any other property, provided that nothing herein shall be deemed to release Tenant from its obligation to defend, indemnify, protect and hold harmless the Landlord Parties from third party claims under the first sentence of this Section 17(a). The Tenant Parties shall not be liable for losses of rent, business opportunities, profits or any other consequential damages that may result from the conduct of Tenant Parties' uses of or operations on the Premises.

(b) Landlord shall defend, indemnify, protect and hold harmless the Tenant Parties from and against any and all Claims suffered or incurred by any of the Tenant Parties as a result of, arising out of, or relating to: (a) any acts, omissions or negligence of any of the Landlord Parties in connection with Landlord Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Tenant Party, (b) the condition of the Premises that Landlord has knowledge of, or after reasonable inquiry, should have knowledge of, except to the extent any such Claim is caused by the negligence or willful misconduct of a Tenant Party, (c) a breach of this Lease by Landlord that remains uncured after any applicable notice and cure period, and/or (d) any environmental matters and conditions at the Premises, to the extent existing or first occurring before the Effective Date (the "Pre-Existing Environmental Liabilities"). Landlord hereby agrees to and does assume all of the Pre-Existing Environmental Liabilities.

18. Quiet Enjoyment. Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of this Lease (beyond any applicable notice and cure periods), it will defend the right of possession to the Premises in Tenant against all parties whomsoever for the entire Term, and that Tenant shall have peaceable and quiet possession of the Premises during the Term without hindrance or molestation.

19. Waiver. The waiver by any party of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant or agreement herein contained.

20. Notices; Rent Payment. All notices, elections, demands, requests, payments and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts, addressed to:

To Landlord: David C. Clark

[REDACTED]

To Tenant: Northern Bobwhite Solar LLC  
7804-C Fairview Rd. #257  
Charlotte, NC 28226  
Attn: Walter Putnam

And to: Kilpatrick Townsend & Stockton LLP  
4208 Six Forks Road, Suite 1400  
Raleigh, NC 27609  
Attn: John Livingston

or at such other address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given.

21. Memorandum of Lease. Landlord and Tenant agree that this entire Lease shall not be recorded. However, contemporaneously with the full execution of this Lease, Landlord and Tenant shall execute and record (to be recorded at Tenant's expense) a memorandum of this Lease in substantially the form attached hereto as Exhibit C, specifying the Effective Date, the Expiration Date, the Extension Terms granted herein, and such other provisions hereof as the parties may mutually agree to incorporate therein, which memorandum of lease shall be in form sufficient to publish notice and protect the validity of this Lease and Tenant's rights hereunder. The memorandum of lease shall be recorded in the Public Registry in the County in which the Land is located.

22. SNDA. No later than the Rent Commencement Date, Landlord shall provide to Tenant a subordination, non-disturbance, and attornment agreement from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Land or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Tenant's rights under this Lease in form and substance acceptable to Tenant. With respect to any future beneficiary of a mortgage or deed of trust, Landlord shall request of such beneficiary a subordination, non-disturbance, and attornment agreement in such form as is acceptable to Tenant for the benefit of Tenant.

23. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

24. Invalidity of Particular Provisions. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25. Landlord's Warranties and Representations. Landlord hereby agrees with, and warrants and represents to Tenant as follows:

(a) Landlord is the owner of the Premises with full right and authority to execute this Lease and to lease the Premises to Tenant in accordance with the terms hereof;

(b) To the best of Landlord's knowledge after due inquiry, the Premises are free from environmental contamination of any sort and complies with any and all applicable laws, rules, regulations and recorded documents;

(c) Landlord has not received any notice of condemnation, zoning change or legal noncompliance relating to the Premises;

(d) Landlord will not institute or consent to any rezoning of the Premises during the Term (other than rezonings requested by Tenant);

(e) Landlord shall not further encumber the title to the Premises during the Term unless the encumbrance is unconditionally subordinate to this Lease;

(f) Landlord acknowledges and agrees that access to sunlight is essential to the value to Tenant of the rights granted hereunder and is a material inducement to Tenant in entering into this Lease. Accordingly, Landlord shall not cause or, to the extent within Landlord's control, permit any property then owned or controlled by Landlord in the vicinity of the Premises, or any uses or improvements thereon, to impair Tenant's Intended Use of the Premises (for example, and without limiting the generality of the foregoing, Landlord shall not cause or permit any cell towers, water towers, billboards, silos or any other structures to be placed or constructed thereon that may obstruct the sunlight that otherwise would reach the solar panels located on the Premises, or that may cast shade or shadows upon the solar panels located on the Premises or any portion thereof). If Landlord becomes aware of any potential activity on any adjacent or nearby parcel of land that could diminish the access to sunlight at the Energy Facilities, Landlord shall use its best efforts (i) to timely advise Tenant of such information and (ii) with respect to any adjacent or nearby parcel of land then owned or controlled by the Landlord, to reasonably cooperate with Tenant in taking measures to preserve the levels of sunlight at the Energy Facilities that existed as of the date of this Lease. Tenant shall be entitled to seek all remedies available at law and inequity, including but not limited to, specific performance, to compel compliance with this paragraph;

(g) the Land is free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants;

(h) Landlord has not and, to the best of Landlord's knowledge, its predecessors in title and Landlord's tenants have not used, manufactured, stored or released hazardous substances on, in or under the Land other than the application of certain materials in the ordinary course of farming the Premises and adjoining property (such as pesticides, herbicides, fertilizer, and other agricultural material).

(i) there are no service or maintenance contracts affecting the Premises for which Tenant may be obligated or liable for;

(j) there are no delinquent or outstanding assessments, liens or other impositions levied or assessed against the Premises;

(k) except for this Lease, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Land, whether written or oral, recorded or unrecorded; provided that a written or oral lease or agreement to conduct normal, customary farming operations for the period prior to the Construction Start Date does not violate this provision;

(l) Landlord is not in the hands of a receiver nor is an application for such a receiver pending;

(m) Landlord has made no assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; and

(n) Within five (5) days after the full execution of this Lease, Landlord shall provide copies of the following to Tenant: any notices of any statute or code violation pertaining to the Premises; all "Phase I" and other environmental assessment reports for the Premises in Landlord's possession or

control; Landlord's most recent survey and title insurance policy relating to the Premises; any governmental permits for the Premises and any other documentation in Landlord's possession relating to the Premises.

26. Brokerage Commission. Neither Landlord nor Tenant knows of any real estate brokers or agents who are or may be entitled to any commission or finder's fee in connection with this Lease. Each party hereto agrees to indemnify, defend and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, fees for legal counsel and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent.

27. Ownership of Solar Energy and Attributes; Tax Credits and Incentives. Landlord hereby acknowledges and agrees that Landlord shall have no ownership or other interest in (and Tenant is the sole and exclusive owner of) the solar farm and all related generation, storage, transmission and interconnection facilities (the "Energy Facilities") installed on the Premises or any environmental attributes produced therefrom, including, without limitation, any and all federal, state and/or local benefits and credits (including tax credits, investment credits, carbon credits, solar energy credits), rebates, incentives, benefits, emissions reductions, entitlements, reporting rights, deductions, depreciation, offsets and allowances of any kind, howsoever entitled, attributable to the Energy Facilities or the electric energy, storage capacity, generation capacity or other generator-based products produced therefrom, whether in effect as of the date of this Lease or as may come into effect in the future.

28. Easements.

(a) Operations Easements. Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Premises across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "Adjacent Property"), to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under this Lease and the operation of the Premises for the Intended Use, for the benefit of Tenant (collectively, the "Easements") which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

- (i) An exclusive easement for electrical interconnection purposes;
- (ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;
- (iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from lands adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time;
- (iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; (C) Battery Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto and (D) other improvements, facilities, appliances, machinery and

equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

(b) Recording. The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

(c) Compensation for Easements on Adjacent Property. [REDACTED]

(d) Landlord Easements. To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

(e) Tenant Easements. Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated or stored at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

29. Tenant's Access. Tenant, and Tenant's agents, guests, subtenants and designees shall have access to the Premises at all times during the Term. Neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises, except in the case of an emergency. Further, this Lease shall entitle Tenant, at Tenant's discretion, to install, use and maintain a permanent gravel commercial driveway within the Premises and a second temporary construction driveway within the Premises providing access to the Premises from adjoining roads in accordance with DOT standards of the State in which the Premises is located.

30. Landlord's Access. Landlord hereby reserves for itself the right to access adjoining property owned by Landlord that would not have access to a public roadway otherwise over a twenty foot (20') wide path over the Premises in a location to be determined by Tenant (the "**Landlord Access**") subject to the terms of this Section 30. Tenant shall also have the right to use the Landlord Access for the benefit of the Premises. Landlord shall only use the Landlord Access for the benefit of Landlord's adjoining property as currently being used and such access shall only commence after the Commercial Operation Date. Notwithstanding anything to the contrary, Tenant may consent in writing, such consent not to be unreasonably withheld, to Landlord's use of the Landlord Access for specific tasks of limited duration prior to the Commercial Operation Date. Landlord shall not use the Landlord Access in any manner that interferes with Tenant's operations pursuant to this Lease or enjoyment of Tenant's rights granted under this Lease. Landlord shall promptly restore any damage caused by Landlord's use of the Landlord Access. Tenant shall install a gate on such Landlord Access. After Landlord's right to use the Landlord Access commences, Tenant shall provide Landlord a copy of any key to the gate, and Landlord may use the gate but shall keep such gate closed and locked at such times as Landlord is not using the Landlord Access. Additionally, Landlord shall be solely responsible, at Landlord's sole cost and expense, for the maintenance, repair, replacement, and improvement of the Landlord Access. Landlord shall perform all such maintenance, repair, replacement, and improvement in a good and workmanlike manner that minimizes interference with Tenant's operations pursuant to the Lease or Tenant's rights granted pursuant to the Lease. Tenant, at Tenant's sole cost and expense, may relocate the Landlord Access as desirable for the use of the Premises so long as the relocation reasonably allows Landlord continued access to its adjoining property.

31. Confidentiality. All information acquired by Landlord or any of its designated representatives (including by way of example, but not in limitation, the officers, directors, shareholders and employees of Landlord, and Landlord's consultants, counsel, lenders, and the officers, directors, shareholders and employees of each of them) with respect to Tenant, including, without limitation, with respect to the terms of this Lease (collectively, the "Confidential Information") shall be used solely for purposes of negotiating and fulfilling the terms of this Lease and for no other purpose whatsoever. All Confidential Information that is not published as public knowledge or that is not generally available in the public domain shall be kept in strict confidence by Landlord and shall not be disclosed to any individual or entity other than to those authorized representatives of Landlord who require any portion of the Confidential Information to assist Landlord in its negotiation and fulfillment of the terms of this Lease and who Landlord has bound to a confidentiality agreement requiring such party's compliance with the terms of this Section 31; provided, however, that Landlord shall have the right to disclose any such information if required by applicable law or as may be necessary in connection with any court action or proceeding with respect to this Lease. [REDACTED]

Tenant shall have the right to disclose any information with respect to Landlord and with respect to the terms of this Lease as required by applicable law or as may be reasonably necessary in connection with any federal, state or local or permitting, approvals or entitlements or offtakers of solar power with respect to the Intended Use, or in any court action or proceeding with respect to this Lease.

32. Amendment; Entire Agreement; Interpretation. This Lease may only be amended or modified by a written instrument signed by both Landlord and Tenant. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. This Lease shall create the relationship of landlord



and tenant between the parties. Nothing herein shall be deemed to create any partnership, joint venture, or agency relationship between the parties. Neither party shall make any representation or statement (whether oral or written) to any person or entity inconsistent with this provision. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others. Time is of the essence of this Lease. This Lease shall not be binding (and not deemed an offer, reservation, or option to Lease) until executed by both Landlord and Tenant.

33. Execution by Landlord. Landlord and the undersigned person executing this Lease represent and warrant that the undersigned person executing this Lease on behalf of Landlord has due and proper authority to do so and to bind Landlord to this Lease and all terms, covenants and conditions thereof and that this Lease is a legal, valid, and binding obligation of Landlord enforceable in accordance with its terms.

34. Counterparts and Email/PDF. This Lease may be executed in counterpart or by emailing .pdf or other compressed digital files, or any combination of the foregoing. All counterparts together shall constitute one and the same Lease.

35. Estoppel. Within fifteen (15) business days after written request therefor by Tenant, Landlord agrees to deliver a certificate to Tenant, Tenant's lender (if applicable) and any proposed purchaser of the ownership interests of Tenant (if applicable), in a commercially reasonable form (subject to reasonable modification by any applicable purchaser or Tenant's lender) to Tenant's lender or to any proposed purchaser and/or to Tenant setting forth the terms of the Lease, the absence of default thereunder, and such other reasonable terms requested by Tenant, lender or purchaser. In the event Landlord fails to respond within such fifteen (15) business day period, then, in addition to such failure constituting an event of default, all matters set forth in the estoppel certificate shall be deemed to be true, accurate and complete.

36. Leasehold Financing.

(a) Tenant, any successor or assignee of Tenant, or any holder of a sublease or license (each hereinafter sometimes referred to as an "Obligor") may at any time mortgage, pledge, or encumber to any entity (herein, a "Lender") all or any portion of the Obligor's rights and interests under this Lease or such sublease or license, in each case without the consent of Landlord. For purposes of this Lease, each entity which now or hereafter is the recipient or beneficiary of any such mortgage, pledge, or encumbrance and whose lien or encumbrance is now or hereafter recorded in the official records of the County in which the Premises is located, shall be referred to in this Lease as a "Lender".

(b) Tenant and Landlord expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in subsection (a) above, then notwithstanding any other provision of this Lease to the contrary:

(i) Landlord and Tenant will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of this Lease, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender, without such Lender's consent.

(ii) Each Lender shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Lease by the Obligor that is party to such Lender's mortgage, pledge or encumbrance, and any such action performed by such Lender shall be as effective to prevent or cure a default under this Lease and/or a forfeiture of any of such Obligor's rights under this Lease as if done by such Obligor itself.

(iii)

[REDACTED]

(iv)

[REDACTED]

(c) There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including the Lenders) having an interest in the Lease or in the estate of Landlord and Tenant shall join in a written instrument effecting such merger and shall duly record the same.

(d) Landlord shall, at Tenant's or a Lender's request, provide to Tenant and such Lender (i) confirmation that such Lender is a "Lender" for purposes of this Lease, (ii) a consent and estoppels

acknowledging the Lender's mortgage or other lien or encumbrance, confirming the continuing effectiveness of this Lease, identifying any modifications hereto and any breaches or defaults hereunder, and containing such other information and agreements as Tenant or such Lender may reasonably request, and (iii) such other certificates or affidavits as Tenant, such Lender or any title company selected by either Tenant or such Lender may reasonably request. Landlord shall duly execute and return same to Tenant and/or Lender within ten (10) days of Tenant's or Lender's request therefor. Should Landlord fail to timely execute and deliver the consent and estoppel, then Tenant and/or Lender may rely on the contents thereof and the consent and estoppel shall be conclusively binding upon Landlord.

REMAINDER OF PAGE BLANK. SIGNATURE PAGE FOLLOWS

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Lease as of the day and year first above written.

**LANDLORD:**

  
\_\_\_\_\_  
David C. Clark

**TENANT:**

**NORTHERN BOBWHITE SOLAR LLC,**  
a Kentucky limited liability company

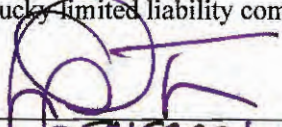
By:   
Name: ANTHONY PERAZZINI  
Title: MANAGER

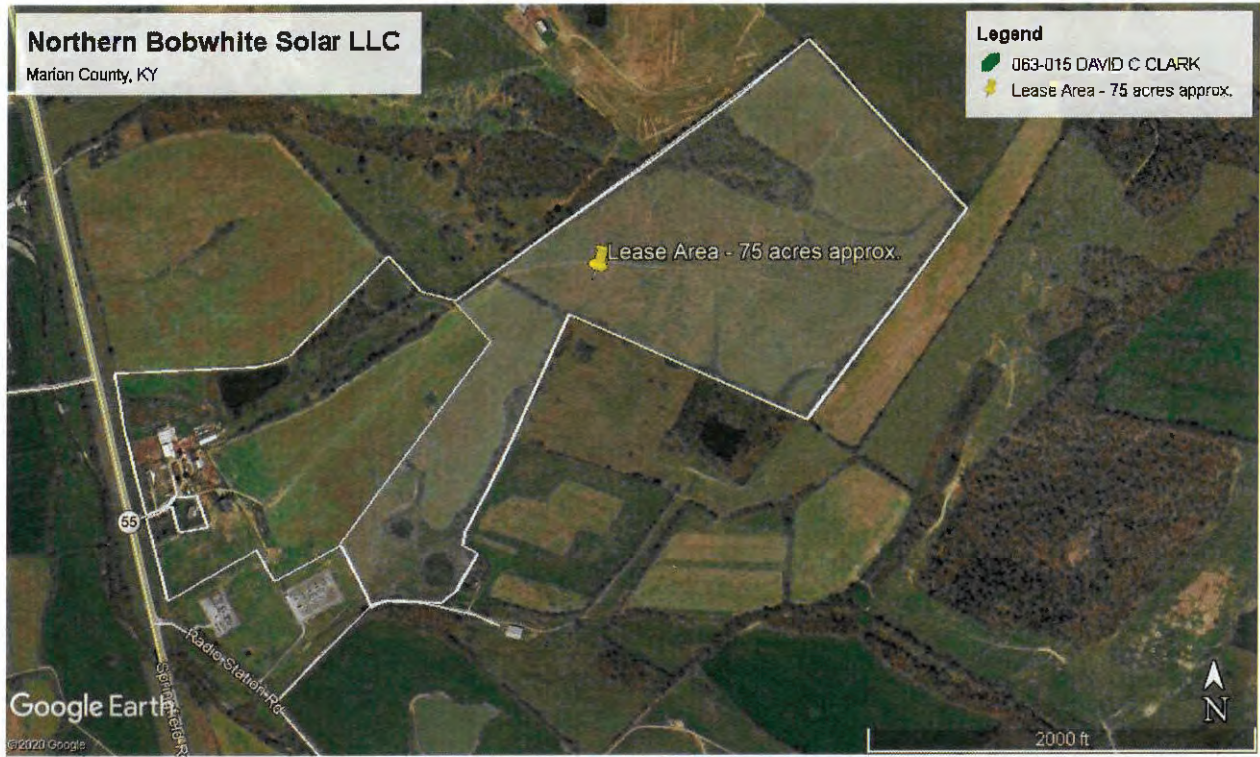
EXHIBIT A

LAND



**EXHIBIT B.**

**Premises**



**EXHIBIT C.**

**Memorandum of Lease**

THIS INSTRUMENT PREPARED BY  
AND RETURN TO AFTER RECORDING:  
Northern Bobwhite Solar LLC  
7804-C Fairview Rd #257  
Charlotte, NC 28226

By: \_\_\_\_\_  
Juergen Fehr, Manager

COMMONWEALTH OF KENTUCKY

COUNTY OF MARION

**MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT**

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **DAVID C. CLARK and wife** \_\_\_\_\_, (collectively, "Landlord") and **NORTHERN BOBWHITE SOLAR LLC**, a Kentucky limited liability company ("Tenant"), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated \_\_\_\_\_, 2020 (the "Lease"). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. of 063-015 containing approximately 114.171 acres, located at 2615 Springfield Highway, Marion County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

1. Leased Property: All that certain property more particularly described on Exhibit A is referred to in the Lease as the "**Land**". The portion of the Land delineated in the Survey and described on Exhibit B attached hereto and made a part hereof, together with "all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon" is referred to in the Lease as the "**Premises**".
2. Term: Commencing upon the date of the Lease and expiring on the date that two hundred forty (240) months following the Rent Commencement Date (as defined in the Lease).
3. Renewal Terms: Four (4) renewal terms of five (5) years each.
4. Right to Terminate: Tenant has the right to terminate the Lease:
  - i. In the event that its power purchase agreement or other agreement under which Tenant provides power generated



at the Premises to a third party is terminated for any reason whatsoever; or

- ii. If the Contingencies (as defined in the Lease) are not satisfied, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, prior to the Rent Commencement Date; provided however, that Tenant's right to terminate the Lease pursuant to this subsection ii. shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

5. Operations Easements: Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Land across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "**Adjacent Property**"), to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under the Lease and the operation of the Premises for the Intended Use (as defined in the Lease), for the benefit of Tenant (collectively, the "**Easements**"), which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

(i) An exclusive easement for electrical interconnection purposes;

(ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;

(iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from other adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time; and

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; (C) Battery Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto, and (D) other improvements, facilities, appliances, machinery and

equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

6. Landlord Easements: To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall, to the extent Landlord is authorized to do so, grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).
7. Tenant Easements: Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications

or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, said Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.

This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

*[The remainder of this page is intentionally omitted]*

**IN WITNESS WHEREOF**, the parties have executed this Memorandum as of the date first above written.

\_\_\_\_\_(SEAL)  
David C. Clark

\_\_\_\_\_(SEAL)  
Spouse

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
David C. Clark	Individually
Spouse	Individually

Date: \_\_\_\_\_

\_\_\_\_\_, Notary Public  
(print name)

(official seal)

My commission expires: \_\_\_\_\_

[AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

**IN WITNESS WHEREOF**, the parties have executed this Memorandum as of the date first above written.

**TENANT:**

**NORTHERN BOBWHITE SOLAR LLC,**  
a Kentucky limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(print name)

(official seal)

My commission expires: \_\_\_\_\_

[AFFIX NOTARY SEAL BELOW – NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

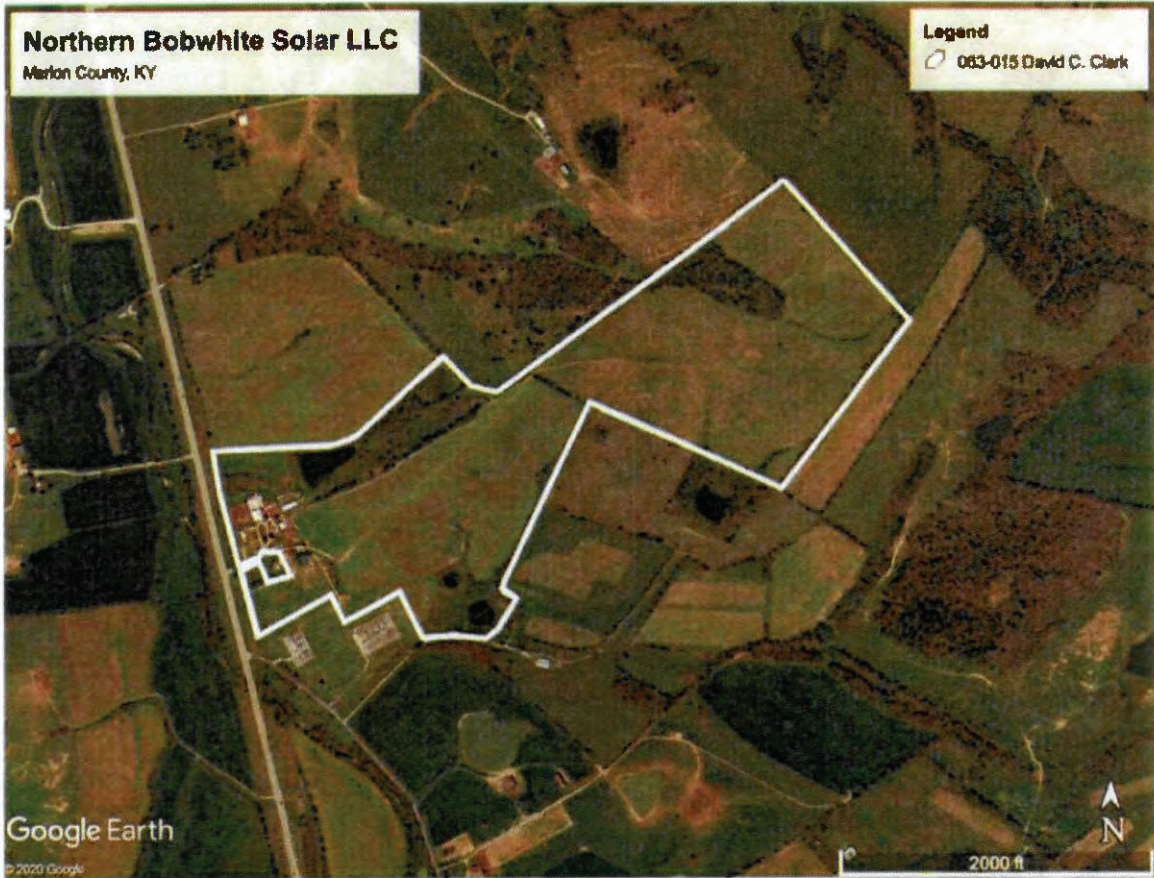
**EXHIBIT A**

**Land**

BEING THE SAME PROPERTY CONVEYED TO LANDLORD BY  
DEED DATED \_\_\_\_\_ OF RECORD IN DEED BOOK  
\_\_\_\_\_, PAGE \_\_\_\_\_, IN THE OFFICE OF THE CLERK OF  
MARION COUNTY, KENTUCKY.

**EXHIBIT B**

Premises



## EXHIBIT D

### Template Decommissioning Plan

#### 1. INTRODUCTION

##### 1.1 Project Background

(Project description, size, location and acreage of land use). The solar photovoltaic power array owned by Northern Bobwhite Solar LLC, (“**Project**”), is anticipated to operate for a period of no less than 20 years under a power purchase agreement from (Utility/Commercial-Industrial Consumer). It is anticipated that the Project will use the existing technology up to an additional (twenty years) for a total operating period of (40) years. At the completion of its operating life, the Project will either be redeveloped with modern equipment, or it will be decommissioned and removed from the site in accordance with this plan.

##### 1.2 Objectives

The objective of this Decommissioning Plan, (“**Plan**”), is to provide the requisite financial surety to guarantee the decommissioning of the Project.

##### 1.3 Plan Conditions:

Prior to commencing with any decommissioning activities in accordance with this Plan, Northern Bobwhite Solar LLC will provide documentation to process the appropriate permit(s). If the Project is to be redeveloped, a new building plan permit will be processed before any installation of new equipment. Decommissioning the Project will allow the parcels that were changed under the Project’s (CUP/SUP) to be returned to their original zone classifications.

#### 2. DECOMMISSIONING OF FACILITY AFTER CEASING OPERATION

##### 2.1 General Environmental Protection

During decommissioning and restoration activities, general environmental protection and mitigation measures will be implemented. Many activities during decommissioning will be comparable to the construction phase, including the use of heavy equipment on site, preparing staging areas, and restoring constructible areas.

##### 2.2 Pre-Decommissioning Activities

Prior to engaging in decommissioning activities, Northern Bobwhite Solar LLC will provide documentation to process the appropriate permits in accordance with all relevant county, state and federal statutes in place at the time of decommissioning.

Prior to any decommissioning or removal of equipment, staging areas will be delineated as appropriate. At the end of the Project’s useful life, it will first be de-energized and isolated from all external electrical lines. All decommissioning activities will be conducted within designated areas; this includes ensuring that vehicles and personnel stay within the demarcated areas. Work to decommission the collector lines and Project-owned transmission lines will be conducted within the boundaries of the municipal road allowance and appropriate private lands.



### **2.3 Equipment Decommissioning and Removal**

The basic components of the Project are photovoltaic (PV) modules, mechanical racking system, electrical cabling, inverter racks, transformers and concrete pads as described below.

- **Modules:** The modules will be removed by hand and placed in a truck to be returned for recycling or disposal as described below in section 2.4.
- **Mechanical racking system:** will be removed with an excavator with a demolition thumb. The recyclable metal will be loaded on trucks and hauled away in accordance with section 2.9.
- **Inverters Racks and Inverters:** The inverters and its racks will be removed by hand and loaded on trucks for recycling in compliance with section 2.5.
- **Transformers:** Transformers will be removed in compliance with section 2.5 and then loaded on to a truck with a crane and sent for recycling.
- **Concrete pads:** The equipment will be disconnected and transported off site by truck. The concrete foundations and support pads will be broken up by mechanical equipment (backhoe-hydraulic hammer/shovel, jackhammer), loaded onto dump trucks and removed from the site. Smaller pre-cast concrete support pads and/or pre-manufactured metal skids will be removed intact by cranes and loaded onto trucks for reuse, or will be broken up and hauled away by dump trucks.

### **2.4 PV Module Collection and Recycling**

All modules will be disconnected, removed from the trackers, packaged and transported to a designated location for resale, recycling or disposal. Any disposal or recycling will be done in accordance with applicable laws and requirements. The connecting underground cables and the junction boxes will be de-energized, disconnected, and removed. The mechanical racking system supporting the PV modules will be unbolted and dismantled by laborers using standard hand tools, possibly assisted by small portable cranes. All support structures will be completely removed by mechanical equipment and transported off site for salvage or reuse. Any demolition debris that is not salvageable will be transported by truck to an approved disposal area. Other salvageable equipment and/or material will be removed from the site for resale, scrap value or disposal.

### **2.5 Electrical Equipment and Inverters**

All decommissioning of electrical devices, equipment, and wiring/cabling will be in accordance with local, state and federal laws. Any electrical decommissioning will include obtaining required permits, and following applicable safety procedures before de-energizing, isolating, and disconnecting electrical devices, equipment and cabling.

Decommissioning will require the removal of the electrical equipment, including inverters, transformers, underground/aboveground cables and overhead lines. Equipment and material may be salvaged for resale or scrap value depending on the market conditions.

### **2.6 Roads, Parking Area**

All access roads and the parking area will be removed to allow for the complete rehabilitation of these areas unless the landowner provides written consent to retain these features. Typically, the granular base covering of these areas will be removed using a wheel loader to strip off the material and dump trucks to haul the aggregate to a recycling facility or approved disposal facility. The underlying subsoil, if exhibiting significant compaction (more likely for the site entrance road than the interior access roads), will then be diced using a tractor and disc attachment to restore the soil structure and to aerate the soil. Clean topsoil will be imported on site by dump truck, replaced over the area and leveled to match the existing grade.

### **2.7 Other Components**

Unless retained for other purposes, removal of all other facility components from the site will be completed, including but not limited to surface drains, access road cross-culverts, and fencing. Anything deemed usable shall be recovered and reused elsewhere. All other remaining components will be considered as waste and managed according to local, state, and federal laws. For safety and security, the security fence will be dismantled and removed from the site after all major components, PV modules, tracker system and foundations have been removed.

## **2.8 Site Restoration**

The following activities will be undertaken to restore the site to substantially its previous condition;

- Site cleanup, re-grading to original contours and, if necessary, restoration of surface drainage swales and ditches.
- Any trenches/drains excavated by the Project will be filled with suitable materials and leveled.
- Any road, parking area will be removed completely, filled with suitable sub-grade material and leveled.
- Any compacted ground will be tilled, mixed with suitable sub-grade materials and leveled.
- Topsoil will be spread as necessary to ensure suitable conditions for vegetation re-growth and reseeded with native seed mix to promote vegetation.

The project fence and existing fire access roads may remain in place upon written consent of the landowner.

## **2.9 Management of Wastes and Excess Materials**

All waste and excess materials will be disposed of in accordance with local, state and federal laws. Waste that can be recycled under municipal programs will be done accordingly. Waste that requires disposal will be disposed of in a state licensed facility by a state licensed hauler.

## **2.10 Emergency Response and Communications Plans**

During decommissioning, Northern Bobwhite Solar LLC will coordinate with local authorities, the public, and others as required to provide them with information about the ongoing activities. Besides regular direct/indirect communication, signs will be posted at the Project facility to give information to the local public and visitors. The Northern Bobwhite Solar LLC contact information (telephone number, email and mailing address) will be made public for those seeking more information about the decommissioning activities and/or reporting emergencies and complaints. All inquiries will be directed to the Northern Bobwhite Solar LLC Representative who will respond to any inquiry. In the event of an emergency, Northern Bobwhite Solar LLC will mobilize its resources to the site to respond to the event. Personnel involved in decommissioning will be trained in the emergency response and communications procedures. Emergency response procedures will be prepared prior to decommissioning.

# **3. PROJECT DECOMMISSIONING COST ESTIMATE**

## **3.1 Cost Estimate:**

Northern Bobwhite Solar LLC shall provide a detailed Decommissioning Cost Estimate, prepared by a Kentucky Licensed Engineer, prior to the issuance of building permits, which shall include the following:

- a) the gross estimated cost to perform Decommissioning as set forth in Section II above (“**Gross Cost**”);
- b) an increase of the Gross Cost by 10% in order to eliminate any discrepancy in cost estimation techniques (“**Contingency**”);
- c) the estimated resale and salvage values associated with the Project equipment (“**Salvage Value**”);

- d) a reduction from the Salvage Value by 10% such that only 90% of the Salvage Value can be used as a credit against the Gross Cost and Admin Factor. The Salvage Value multiplied by 90% is the (“**Salvage Credit**”).

Thus the Decommissioning Cost Estimate formula is:

Gross Cost + Contingency - Salvage Credit = the “**Decommissioning Cost Estimate**”.

The Decommissioning Cost Estimate shall be an amount equal to at least \$500 per acre.

The Decommissioning Cost Estimate shall include a table allocating the net cost estimate across the Project area, based on the percentage of generating capacity in megawatts (MW) on each property (“Allocation Areas”). The Allocation Areas will be divided based upon the lease areas, however Allocation Areas will reference the underlying land, in case ownership of the underlying land changes control during the life of the Project.

### **3.2 Security:**

Northern Bobwhite Solar LLC will provide an amount equal to the Decommissioning Cost Estimate (as determined by a Kentucky Licensed Engineer, per section 3), (“**Decommissioning Security**”).

Decommissioning Security shall be provided by Northern Bobwhite Solar LLC prior to the Commercial Operation Date and shall be increased every five years based on an assumed 2.5% annual inflation rate.

The Decommissioning Security may be in one of the following forms: (i) cash to be held in escrow by the County Treasurer or a bank or title company, or (ii) a letter of credit from a financial institution reasonably acceptable to the County which shall be irrevocable unless replaced with cash or other form of security reasonably acceptable to County (each a form of “**Acceptable Credit Support**”).

In the event that security similar to the Decommissioning Security is required by any governmental entity, such security shall be credited against the Decommissioning Security, and Northern Bobwhite Solar LLC shall deposit the higher amount as Acceptable Credit Support, which deposit may be split into more than one deposit to the extent reasonably required under the circumstances.

Northern Bobwhite Solar LLC, Landlord, and, if applicable, the applicable governmental entity and bank or title company shall enter into an escrow agreement to govern the review of the work required hereunder and the disbursement of the Decommissioning Security consistent with this decommissioning plan. If the governmental entity requires, the escrow shall be administered by such governmental entity, and if not so required, shall be administered by a bank or title company reasonably determined by Northern Bobwhite Solar LLC.

## SOLAR GROUND LEASE AGREEMENT

THIS SOLAR GROUND LEASE AGREEMENT (this "Lease") is made and entered into as of the 6 day of August, 2020 (the "Effective Date"), by and between CLARENCE W. MURPHY, JR. and MELISSA MURPHY, husband and wife (collectively, "Landlord") and NORTHERN BOBWHITE SOLAR, LLC, a Kentucky limited liability company ("Tenant").

### WITNESSETH:

In consideration of [REDACTED] to be paid from Tenant to Landlord on or before the date that is thirty (30) days after the Effective Date and the rent to be paid to Landlord by Tenant, as hereinafter provided, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, a portion of that certain property with a Tax Parcel: 063-007 containing approximately 14.56 acres located at 1070 Horan Lane, Marion County, KY, in substantially the location set forth on Exhibit A attached hereto and by this reference made a part hereof less and except and not including the Do Not Disturb Area as defined in Section 6 and depicted on Exhibit B-1 ("Land"), and all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon (the portion of the Land delineated in the Survey and shown on Exhibit B attached hereto and by this reference made a part hereof, together with the above-described property, improvements and appurtenances are hereinafter collectively referred to as the ("Premises")), to be occupied and used upon the terms and conditions herein set forth.

1. Term of Lease; Extension Terms; Termination Rights; Contingencies/Due Diligence.

(a) The term of this Lease (including any extensions or renewals, the "Term") shall commence on the Effective Date and shall end at 11:59 P.M. local time on the date that is two hundred forty (240) months after the Rent Commencement Date (as hereinafter defined) (the "Expiration Date"), unless extended or sooner terminated as herein provided; provided, however that if the Rent Commencement Date is other than the first day of a calendar month, the Term shall be extended automatically until 11:59 P.M. local time on the last day of the calendar month in which the Term otherwise would expire.

(b) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to extend the initial two hundred forty (240) month Term granted herein for up to four (4) additional, consecutive terms of five (5) years each (each a "Extension Term" and collectively, the "Extension Terms") by providing Landlord with written notice of Tenant's election to extend the Term for the applicable Extension Term prior to the date that is three (3) months prior to the Expiration Date (or prior to the expiration of the then current Extension Term, as applicable). For the avoidance of doubt, the first Extension Term shall commence on the last day of the initial Term with no gap in between, and each subsequent Extension Term shall commence on the last day of the previous Extension Term with no gap in between.

(c) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to terminate this Lease in the event that its power purchase agreement or other agreement under which Tenant provides power generated or stored at the Premises to a third party is terminated for any reason whatsoever. Upon a termination of this Lease by Tenant permitted hereunder, this Lease shall terminate and become null and void, and Tenant shall have no further obligations hereunder (other than the payment of accrued and unpaid rent, the obligation to restore the Premises set forth in Section 14, and those

obligations, if any, that are stated herein to expressly survive the expiration or earlier termination of this Lease).

(d) Tenant's obligation to perform hereunder shall be subject to the satisfaction (or waiver) of the following contingencies (collectively the "Contingencies"):

(i) Tenant obtaining all necessary approvals from state, federal and local authorities required by Tenant to construct its proposed improvements and to operate the Premises for the Intended Use (as hereinafter defined),

(ii) Tenant's entering into power purchase agreement(s) and renewable energy credit purchase agreement(s) for the proposed improvements and operations at the Premise to Tenant's satisfaction,

(iii) Tenant's review and approval of title and survey matters with respect to the Premises, the environmental condition of the Premises and the physical condition of the Land,

(iv) Tenant's receipt of the subordination, non-disturbance and recognition agreements contemplated in Section 22,

(v) Tenant deciding to lease the Premises in lieu of other sites being considered by Tenant prior to the Rent Commencement Date, and

(vi) Tenant's review and approval of any other matters that Tenant deems relevant to determining whether Tenant's leasing of the Premises is economically and otherwise feasible.

If Tenant is unable to satisfy the Contingencies to Tenant's satisfaction prior to the Rent Commencement Date, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, Tenant may terminate this Lease by giving written notice to Landlord prior to the Rent Commencement Date; provided however, that Tenant's right to terminate this Lease under this Section 1(d) shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

As part of Tenant's due diligence, Tenant shall be entitled to conduct (at its expense) such testing of the Premises as Tenant shall determine necessary in its discretion, including without limitation, one or more environmental audits or assessments, and to physically inspect and review the Premises, which investigation shall be of such scope as Tenant determines.

Prior to the Rent Commencement Date, Tenant shall (at its expense) obtain a survey of the Land (the "Survey") that shall show the boundary line of the Premises and otherwise be sufficient to constitute a legal subdivision of the Premises from Landlord's land of which the Premises is a part upon the recordation of the Survey in the appropriate office, if required. The delineation of the Premises on the Survey shall be deemed inserted as Exhibit B to this Lease, automatically replacing any previous Exhibit B.

As part of its inspections and performance of the Survey, Tenant may elect to reduce the Land subject to this Lease, for any reason or no reason, for all or part of the Premises by delivering written notice to Landlord at any time and for any reason; however, Tenant's right to reduce the Land subject to this Lease shall expire upon commencement of the Construction Period. Landlord agrees that Tenant may terminate pursuant to the foregoing a portion of the Premises ("Released Premises") so long as Landlord has access to the Released Premises. The portion of the Premises remaining after any partial termination of this Lease

shall thereafter be the "Premises" for purposes of this Lease, and all payment amounts based on acreage shall be adjusted to the greater of either, (i) 10 acres (ii) the amount of acreage of the Premises not terminated. In the event that Tenant elects such partial termination, the Survey (reflecting such termination) shall be incorporated into Exhibit B as if fully set forth therein without amendment to this Lease, and that for purposes of determining the amount of rent payable hereunder, the size of the Premises as shown on the Survey shall be binding on the parties hereto.

2. Rent; Rent Escalation; Rent Commencement Date.

(a) Following the Pre-Construction Notice (as defined below), if any, but prior to the Construction Notice (such period being referred to as the "Pre-Construction Period"), [REDACTED]

[REDACTED] The Pre-Construction Rent shall be paid in installments on each June 30<sup>th</sup> and December 31<sup>st</sup> of the Pre-Construction Period. Each installment payment shall be for the prior six (6) month period, and shall be prorated for any such period that is not a full six (6) months (i.e., if there are fewer than six (6) months between the Pre-Construction Notice and the first installment due date). Any Pre-Construction Rent remaining due after the end of the Pre-Construction Period for any period of time between the date that the last installment of Pre-Construction Rent is paid and the date that the Construction Notice is given shall be paid with the first installment of Construction Rent (as defined below). [REDACTED] For the avoidance of doubt, no Pre-Construction Rent shall be due if a Pre-Construction Notice is not given.

(b) Following the Construction Notice (as defined below) but prior to the Rent Commencement Date (such period being referred to as the "Construction Period" and further defined as the installation, or staging of material or equipment for the purpose of installation, on the Premises of any permanent improvements or alterations), Tenant shall pay Landlord rent in the amount of [REDACTED]

[REDACTED] (the "Construction Rent") for each month of the Construction Period. The Construction Rent shall be paid in installments on each June 30<sup>th</sup> and December 31<sup>st</sup> of the Construction Period. Each installment payment shall be for the prior six (6) month period, and shall be prorated for any such period that is not a full six (6) months (i.e., if there are fewer than six (6) months between the Construction Notice and the first installment due date). Any Construction Rent remaining due after the end of the Construction Period for any period of time between the date that the last installment of Construction Rent is paid and the Rent Commencement Date shall be paid with the first payment of annual rent due hereunder. [REDACTED]

(c) Beginning on the Rent Commencement Date (as defined below and subject to the extensions described below), annual rent shall equal [REDACTED] of land located within the Premises (prorated for any fractional acres), as determined by the Survey. Until completion of the Survey, annual rent payments shall be based on the Premises consisting of the full acres leased. If Tenant elects to terminate in accordance with Section 1(d) of this Lease, no rent shall be due or payable.

(d) Annual rent during the Term shall be payable annually, with the first rent installment payable on or before the date that is thirty (30) days after the Rent Commencement Date and prorated based on the portion of the calendar year during which the Rent Commencement Date occurs that is between the Rent Commencement Date and the next December 31<sup>st</sup>, the second rent installment being due on or before the date that is thirty (30) days following the first January 1<sup>st</sup> following the Rent

Commencement Date, and subsequent payments of rent being due within thirty (30) days of each January 1<sup>st</sup> thereafter. The payment of rent for any fractional calendar year during the Term shall be prorated.

(e)

[REDACTED]

(f)

[REDACTED]

(g)

[REDACTED]

(h)

[REDACTED]

(i)

[REDACTED]

3. Pre-Construction Notice and Construction Notice.

(a) In addition to the other rent contemplated in Section 2 and subject to the remainder of this Section 3(a), Tenant shall pay to Landlord after Tenant gives Landlord notice that Tenant intends to commence construction of its intended solar farm on the Premises (the "Pre-Construction Notice") (which Pre-Construction Notice need only be given if Tenant elects to proceed with pre-construction activities in Tenant's sole discretion) [REDACTED]

[REDACTED]

(b) Tenant shall notify Landlord at least 60 days prior to the date that Tenant expects to commence construction on its intended solar farm on the Premises (the "Construction Notice") whether or not a Pre-Construction Notice was previously given. [REDACTED]

4. Utilities. During the Term, Tenant shall pay for all public utilities used in or at the Premises by Tenant.

5. Alterations. Tenant shall install a fence around the perimeter of the Premises at least six (6) feet high, along with adequate security devices and signage appropriate to a solar farm where electricity is generated, and Tenant shall be solely responsible for the maintenance in good order of such fence, security devices and signage throughout the Term. Tenant may, at its expense, make any other alterations, additions, improvements and changes (including, without limitation, removal of existing improvements and fixtures and trees and plants) to the Premises as it may deem necessary or desirable in connection with its Intended Use of the Premises, without the consent of Landlord. Such alterations, improvements, and changes may, in Tenant's sole discretion, include the cutting, removal, and sale of any timber or trees, including, without limitation, any remaining stumps, on the Premises; provided, however, that the proceeds from any such timber and trees being cut and sold by Tenant shall be paid to Landlord within thirty (30) days of such timber and trees being cut and sold. Any and all such alterations, additions, improvements or changes conducted by Tenant shall be done in compliance with applicable laws. Landlord agrees to sign any permit applications, to the extent required by law, and to take all such other actions as are reasonably required to allow Tenant to accomplish any such alterations, additions, improvements and changes to the Premises, including, but not limited to, United States Corps of Engineers permits, erosion control, and tax documents. Notwithstanding anything to the contrary contained in this Lease, Tenant may withhold any rent payments until Landlord has complied with the prior sentence. Any and all improvements constructed on the Premises by or for Tenant, and all machinery, fixtures, trade fixtures, furniture, equipment, and other personal property installed or placed in the Premises by or for Tenant (including, without limitation batteries or other storage facilities, solar modules, panels, and other equipment), shall, regardless of the manner of attachment to the Premises or the improvements thereon, be and at all times remain the property of Tenant and shall be removed by it upon the expiration or earlier termination of this Lease as provided in Section 14.

6. Do Not Disturb Area. The area shown on Exhibit B.1 shall be excluded from the Premises.

7. Use and Occupancy. Tenant shall be entitled to use the Premises for operation of a solar photovoltaic power array for the generation of electric power, and a Battery Energy Storage System that



will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto and ancillary and associated uses (the "Intended Use") and for no other use without the written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant agrees that no unlawful use of the Premises will be made. Landlord shall deliver sole and exclusive possession of the Premises to Tenant on the Effective Date subject only to Landlord's right to continue to farm the Premises in the current manner being farmed until the giving of the "Pre-Construction Notice" or, if no Pre-Construction Notice is given, "Construction Notice" at which point Landlord will vacate the Premises as provided in Section 3. For the avoidance of doubt, the continued farming of the Premises shall be performed in such a manner as to not interfere with Tenant's rights under this Lease.

8. Insurance.

(a) Tenant shall, after its improvements are completed, keep such improvements insured against loss or damage by fire, windstorm, earthquake and similar hazards in commercially reasonable amounts determined by Tenant.

(b) Beginning on the Effective Date, Tenant, at its sole cost and expense, shall keep or cause to be kept Commercial General Liability Insurance (1986 ISO Form or its equivalent) with a combined single limit of at least One Million Dollars (\$1,000,000.00) each Occurrence and at least Two Million Dollars (\$2,000,000.00) in the aggregate-per location, which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises.

(c) Within 60 days of Tenant's issuance of Construction Notice, Tenant, at its sole cost and expense, shall keep or cause to be kept Commercial General Liability Insurance (1986 ISO Form or its equivalent) with a combined single limit of at least Two Million Dollars (\$2,000,000.00) each Occurrence and at least Four Million Dollars (\$4,000,000.00) in the aggregate-per location, which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises.

~~(d) Any provisions herein to the contrary notwithstanding, Landlord and Tenant mutually agree that, in respect to any loss which is covered by insurance then being carried by them respectively (or which would have been covered had such party maintained the insurance required hereunder), the one carrying such insurance and suffering said loss hereby releases the other of and from any and all claims with respect to such loss, and waives any rights of subrogation which might accrue to the carrier of such insurance.~~

9. Taxes. Tenant shall pay when due all ad valorem taxes and assessments that may be imposed upon the Premises beginning on the date that Tenant actually commences construction in the solar farm described in the Construction Notice until the end of the Term by applicable governmental entities, including, without limitation, all ad valorem taxes and assessments levied upon the improvements made to the Land by Tenant or upon any other property installed in or brought onto the Premises by Tenant and any roll-back taxes that become due as a result of such construction (but excluding any taxes applicable to the period prior to the beginning of the Term other than the roll-back taxes described above). In the event that Tenant's use of the Premises for the Intended Use causes an increase in taxes on any other property owned by Landlord, any such increased taxes for such other property shall be paid by Tenant (to the extent proven to be in addition to those Landlord would otherwise be required to pay for such other property). Furthermore, in the event that the Premises is a part of a larger tax parcel owned by Landlord and ad valorem taxes on such tax parcel increase as a result of Tenant's use of the Premises for the Intended Use, the increased taxes resulting from such change of use shall be equitably apportioned as to Landlord and Tenant in a pro-rata manner such that Tenant is responsible only for such costs as they relate to the Premises or to the extent proven to be in addition to those Landlord would otherwise be required to pay for the remainder of the tax parcel.

10. Fire or Other Casualty. In the event that the Premises, the improvements thereon, or any portions thereof, are damaged by fire or other casualty during the Term, and if in Tenant's sole judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Premises or the improvements thereon, as the case may be, Tenant may terminate this Lease by written notice to Landlord. The proceeds of any casualty insurance policy maintained by Tenant shall first be applied to the removal and restoration requirements of Tenant as provided herein and, thereafter, be payable to Tenant.

11. Condemnation.

(a) In the event that the whole of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, or such portion thereof that, in Tenant's judgment, the remainder of the Premises is not suitable for Tenant's purposes (herein called a "Total Taking"), then this Lease shall terminate as of the earlier of the date when title thereto vests in the condemnor or the date when possession thereof shall be delivered to the condemnor.

(b) In the event that a portion or portions of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, and such taking does not constitute a Total Taking (herein called a "Partial Taking"), then this Lease, only as to the portion or portions so taken, shall terminate as of the date possession thereof shall be delivered to the condemnor, but otherwise this Lease shall remain in full force and effect. In the case of a Partial Taking, the rent payable under this Lease after possession of the portion so taken shall be reduced based on the acreage so taken.

(c) In the event that Landlord and Tenant are unable to obtain separate awards with respect to their respective interests in the Premises, then, the single award shall be divided between Landlord and Tenant in accordance with Kentucky law. Tenant shall have the right to participate, at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings; provided, however, Tenant shall not enter into any binding agreement or settlement without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord agrees to cooperate with Tenant and to execute such documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings.

12. Maintenance and Repairs. During the Term, Tenant shall be responsible, at its sole cost and expense, for the repair and maintenance of the Premises.

13. Default.

14. Termination of Lease. Following the expiration or termination of this Lease as hereinabove provided, or pursuant to statute, or by summary proceedings or otherwise, Tenant shall restore the Land (and any other land of Landlord impacted by Tenant's use of the Premises) to substantially its condition as

of the Effective Date using prudent engineering practices where applicable, including, without limitation, the removal of all improvements and alterations to the Land or Premises (including, without limitation, all fencing, roads, solar panels and mounting, and other improvements or alterations) and any electrical or communication or other utility poles, lines and connections (unless such lines and connections are used in connection with other property owned by Landlord and Landlord elects to allow such lines and connections to remain); provided, however, that Tenant shall not be obligated to regrade the Land or any other property or replant any crops or plants. The removal and restoration shall be completed in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord.

Tenant may, in its discretion, determine the length of such period following the expiration or termination up to a period of twenty-four (24) months and shall provide Landlord with written notice of such length prior to the date that is thirty (30) days after such expiration or termination. Tenant shall pay Landlord rent for the period beyond the expiration or termination in an amount equal to the annual rent due and payable for the year immediately prior to such expiration or termination prorated based on a daily rate for the actual number of days in such extension. Tenant shall have all rights granted to Tenant under this Lease during the period of such extension, including, without limitation, the right to access the Premises for the purposes of complying with this Section 14. This Section 14 shall survive the expiration or termination of this Lease.

The removal and restoration shall be completed in a manner that is materially similar to the Template Decommissioning Plan attached hereto as Exhibit D and in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord; provided, however, that to the extent applicable laws and regulations conflict with the Template Decommissioning Plan, Tenant shall comply with such laws and regulations in lieu of the applicable portion of the Template Decommissioning Plan except that the amount of security deposit (in the form of a bond or other form required by the governmental entity) deposited by Tenant shall, after giving credit to any security deposit deposited with a governmental entity, be the greater of the amount of security deposit required by the governmental entity or the amount in the Template Decommissioning Plan.

15. Possession After Expiration or Termination.



16. Binding Effect: Assignment and Subletting. This Lease shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns. Tenant may assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, without Landlord's prior consent but with contemporaneous notice of such assignment.

17. Indemnifications.

(a) Tenant shall defend, indemnify, protect and hold harmless Landlord, and its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Landlord (collectively, including Landlord, the "Landlord Parties") from and against all claims, demands, liabilities, losses, damages, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "Claims") suffered or incurred by any of the Landlord Parties as a result of or arising out of: (a) any acts, omissions or negligence of Tenant, its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Tenant (collectively, including Tenant, the "Tenant Parties") in

connection with Tenant Parties' uses of or operations on the Premises and/or Adjacent Property (Adjacent Property as defined in Section 29), except to the extent any such Claim is caused by the negligence or willful misconduct of a Landlord Party, (b) a breach of this Lease by Tenant that remains uncured after any applicable notice and cure period, or (c) Tenant shall be fully liable for any and all costs and expenses related to the generation, manufacture, use, storage or disposal of a Hazardous Substance on the Premises and/or Adjacent Property by Tenant Parties. Tenant shall give immediate written notice to Landlord of any violation or potential violation of this Section or Section 26(c). Tenant shall defend, indemnify and hold harmless Landlord and its agents, from and against any and all liability (including reasonable attorneys' fees and any other fees) of whatever kind in any way related to the presence of Hazardous Substances at the Premises and/or Adjacent Property. "**Hazardous Substance**" shall mean any and all hazardous substances, toxic materials, pollutants, contaminants, hazardous or toxic wastes defined in any federal, state, county or municipal law, rule, regulation or ordinance, including asbestos, PCBs, oil, petroleum products and their by products, and any other such products.

Notwithstanding the foregoing, the Landlord Parties hereby waive any Claims against the Tenant Parties for damage or injury suffered by the Landlord Parties arising as a result of any audible or electromagnetic noise, vibration, electrical interference and radio frequency interference attributable to the Tenant Parties' operations on the Premises or any other property, provided that nothing herein shall be deemed to release Tenant from its obligation to defend, indemnify, protect and hold harmless the Landlord Parties from third party claims under the first sentence of this Section 17(a). The Tenant Parties shall not be liable for losses of rent, business opportunities, profits or any other consequential damages that may result from the conduct of Tenant Parties' uses of or operations on the Premises.

This Indemnification Section 17(a) shall survive the expiration or termination of this Lease.

(b) Landlord shall defend, indemnify, protect and hold harmless the Tenant Parties from and against any and all Claims suffered or incurred by any of the Tenant Parties as a result of or arising out of: (a) any acts, omissions or negligence of any of the Landlord Parties in connection with Landlord Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Tenant Party, or (b) a breach of this Lease by Landlord that remains uncured after any applicable notice and cure period.

18. Quiet Enjoyment. Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of this Lease (beyond any applicable notice and cure periods), it will defend the right of possession to the Premises in Tenant against all parties whomsoever for the entire Term, and that Tenant shall have peaceable and quiet possession of the Premises during the Term without hindrance or molestation.

19. Waiver. The waiver by any party of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant or agreement herein contained.

20. Notices: Rent Payment. All notices, elections, demands, requests, payments and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts, addressed to:

To Landlord: Clarence Murphy, Jr. & Melissa Murphy



To Tenant: Northern Bobwhite Solar, LLC  
7804-C Fairview Road #257  
Charlotte, NC 28203  
Attn: Walter Putnam, Jr

And to: Kilpatrick Townsend & Stockton, LLP  
4208 Six Forks Road, Suite 1400  
Raleigh, NC 27609  
Attn: John Livingston

or at such other address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given.

21. Memorandum of Lease. Landlord and Tenant agree that this entire Lease shall not be recorded. However, contemporaneously with the full execution of this Lease, Landlord and Tenant shall execute and record (to be recorded at Tenant's expense) a memorandum of this Lease in substantially the form attached hereto as Exhibit C, specifying the Effective Date, the Expiration Date, the Extension Terms granted herein, and such other provisions hereof as the parties may mutually agree to incorporate therein, which memorandum of lease shall be in form sufficient to publish notice and protect the validity of this Lease and Tenant's rights hereunder. The memorandum of lease shall be recorded in the Public Registry in the County in which the Land is located.

22. SNDA. No later than the Rent Commencement Date, Landlord shall provide to Tenant a subordination, non-disturbance, and attornment agreement from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Land or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Tenant's rights under this Lease in form and substance acceptable to Tenant. With respect to any future beneficiary of a mortgage or deed of trust, Landlord shall request of such beneficiary a subordination, non-disturbance, and attornment agreement in such form as is acceptable to Tenant for the benefit of Tenant.

23. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky. The Parties hereto agree and consent that venue for any proceeding arising under this Agreement shall be in the Marion Circuit Court in Lebanon, Marion County, Kentucky.

24. Invalidity of Particular Provisions. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25. Landlord's Warranties and Representations. Landlord hereby agrees with, and warrants and represents to Tenant as follows:

(a) Landlord is the owner of the Premises with full right and authority to execute this Lease and to lease the Premises to Tenant in accordance with the terms hereof;

(b) To the best of Landlord's knowledge after due inquiry, the Premises are free from environmental contamination of any sort and complies with any and all applicable laws, rules, regulations and recorded documents;

(c) Landlord has not received any notice of condemnation, zoning change or legal noncompliance relating to the Premises;

(d) Landlord will not institute or consent to any rezoning of the Premises during the Term (other than rezonings requested by Tenant);

(e) Landlord shall not further encumber the title to the Premises during the Term unless the encumbrance is unconditionally subordinate to this Lease;

(f) Landlord acknowledges and agrees that access to sunlight is essential to the value to Tenant of the rights granted hereunder and is a material inducement to Tenant in entering into this Lease. Accordingly, Landlord shall not cause or, to the extent within Landlord's control, permit any property then owned or controlled by Landlord in the vicinity of the Premises, or any uses or improvements thereon, to impair Tenant's Intended Use of the Premises (for example, and without limiting the generality of the foregoing, Landlord shall not cause or permit any cell towers, water towers, billboards, silos or any other structures to be placed or constructed thereon that may obstruct the sunlight that otherwise would reach the solar panels located on the Premises, or that may cast shade or shadows upon the solar panels located on the Premises or any portion thereof). Tenant shall be entitled to seek all remedies available at law and inequity, including but not limited to, specific performance, to compel compliance with this paragraph;

(g) the Land is free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants;

(h) Landlord has not and, to the best of Landlord's knowledge, its predecessors in title and Landlord's tenants have not used, manufactured, stored or released hazardous substances on, in or under the Land other than the application of certain materials in the ordinary course of farming the Premises and adjoining property (such as pesticides, herbicides, fertilizer, and other agricultural material).

(i) there are no service or maintenance contracts affecting the Premises for which Tenant may be obligated or liable for;

~~(j) there are no delinquent or outstanding assessments, liens or other impositions levied or assessed against the Premises;~~

(k) except for this Lease, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Land, whether written or oral, recorded or unrecorded;

(l) Landlord is not in the hands of a receiver nor is an application for such a receiver pending;

(m) Landlord has made no assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; and

(n) Within five (5) days after the full execution of this Lease, Landlord shall provide copies of the following to Tenant: any notices of any statute or code violation pertaining to the Premises; all "Phase I" and other environmental assessment reports for the Premises in Landlord's possession or control; Landlord's most recent survey and title insurance policy relating to the Premises; any governmental permits for the Premises and any other documentation in Landlord's possession relating to the Premises.

26. Landlord's Warranties and Representations. Landlord hereby agrees with, and warrants and represents to Tenant as follows:

(a) Requirements of Governmental Agencies. Tenant, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, rules and regulations of any governmental

agency applicable to the Premises. Tenant has the right, in its sole discretion, to contest by appropriate legal proceedings, brought in the name of Tenant or in the names of both Tenant and Landlord, the validity or applicability to the Premises of any law, ordinance, statute, order, regulation, property assessment or similar measure existing or later made or issued by any federal, state, county, local or other governmental agency or entity. Landlord shall fully cooperate in such contest. Tenant shall reimburse Landlord for its reasonable out-of-pocket expenses it may incur to provide such cooperation. Any such contest or proceeding, including any maintained in the name of Landlord, shall be controlled and directed by Tenant, but Tenant shall protect Landlord from Tenant's failure to observe or comply during the contest with the contested law, ordinance, statute, order, regulation or property assessment;

(b) Liens. Tenant shall use its commercial best efforts to keep the Premises free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to the Premises for Tenant's use or benefit; provided, however, that if such a lien does arise, Tenant has a right to contest such lien and Tenant, within sixty (60) days after it receives notice of the filing of such lien, either bonds around such lien or establishes appropriate reserves regarding such lien, or otherwise removes such lien from the Premises pursuant to applicable law, in which case Tenant shall not be deemed to have breached this paragraph. Nothing in this paragraph or otherwise in this Agreement prohibits Tenant from granting one or more liens on all or any portion of Tenant's right, title or interest under this Agreement as allowed under Section 36.

(c) Hazardous Materials. Tenant shall not violate, and shall indemnify Landlord against any violation by Tenant or any Tenant Party of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or later classified as hazardous, dangerous, harmful, toxic, or in a similar fashion and that is regulated under current or future federal, state or local laws or regulations (each such substance, material and waste "**Hazardous Materials**") in, on, under or about the Premises or any other property. In compliance with the requirements of applicable law, Tenant shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials by Tenant or any Tenant Parties in, on, under, or about the Premises or any other property.

27. Brokerage Commission. Neither Landlord nor Tenant knows of any real estate brokers or agents who are or may be entitled to any commission or finder's fee in connection with this Lease. Each party hereto agrees to indemnify, defend and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, fees for legal counsel and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent.

28. Ownership of Solar Energy and Attributes: Tax Credits and Incentives. Landlord hereby acknowledges and agrees that Landlord shall have no ownership or other interest in (and Tenant is the sole and exclusive owner of) the solar farm and all related generation, storage, transmission and interconnection facilities (the "Energy Facilities") installed on the Premises or any environmental attributes produced therefrom, including, without limitation, any and all federal, state and/or local benefits and credits (including tax credits, investment credits, carbon credits, solar energy credits), rebates, incentives, benefits, emissions reductions, entitlements, reporting rights, deductions, depreciation, offsets and allowances of any kind, howsoever entitled, attributable to the Energy Facilities or the electric energy, storage capacity, generation capacity or other generator-based products produced therefrom, whether in effect as of the date of this Lease or as may come into effect in the future.

29. Easements.

(a) Operations Easements. Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Land across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "Adjacent Property") except any portions of the Adjacent Property located in the Do Not Disturb Area to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under this Lease and the operation of the Premises for the Intended Use, for the benefit of Tenant (collectively, the "Easements") which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

(i) An exclusive easement for electrical interconnection purposes;

(ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;

(iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from lands adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time;

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; (C) Battery Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

(b) Recording. The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

(c) Compensation for Easements on Adjacent Property. [REDACTED]

(d) Adjacent Property Use. Landlord, its agents, invitees or lessees (hereinafter "Landlord Agents") shall have access to and be permitted to use the Adjacent Property for agricultural purposes,



including but not limited to, the farming of corn, wheat, soybeans, tobacco, hemp, oats, cattle, hay, and canola.

(e) Landlord Easements. To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

(f) Tenant Easements. Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated or stored at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

30. Tenant's Access. Tenant, and Tenant's agents, guests, subtenants and designees shall have access to the Premises at all times during the Term. Neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises, except in the case of an emergency. ~~Further, this Lease shall entitle Tenant, at Tenant's discretion, to install, use and maintain a permanent gravel commercial driveway within the Premises and a second temporary construction driveway within the Premises providing access to the Premises from adjoining roads in accordance with KY DOT standards.~~

31. Landlord's Access. Landlord hereby reserves for Landlord Agents the right to access adjoining property owned by Landlord Agents that would not have access to a public roadway otherwise over a twenty foot (20') wide path over the Premises in a location to be determined by Tenant (the "Landlord Access") subject to the terms of this Section 31. Tenant shall also have the right to use the Landlord Access for the benefit of the Premises. Landlord Agents shall only use the Landlord Access for the benefit of Landlord Agent's adjoining property as currently being used and such access shall only commence after the Commercial Operation Date. Notwithstanding anything to the contrary, Tenant may consent in writing, such consent not to be unreasonably withheld, to Landlord Agents' use of the Landlord Access for specific tasks of limited duration prior to the Commercial Operation Date. Landlord Agents shall not use the Landlord Access in any manner that interferes with Tenant's operations pursuant to this Lease or enjoyment of Tenant's rights granted under this Lease. Landlord shall promptly restore any damage caused by Landlord Agents' use of the Landlord Access. Tenant shall install a gate on such Landlord Access. After Landlord Agents' right to use the Landlord Access commences, Tenant shall provide Landlord a copy of any key to the gate, and Landlord Agents may use the gate but shall keep such gate closed and locked at such times as Landlord Agents is not using the Landlord Access. Additionally, Landlord shall be solely responsible, at Landlord's sole cost and expense, for the maintenance, repair, replacement, and improvement of the Landlord Access. Landlord shall perform all such maintenance, repair, replacement, and improvement in a good and workmanlike manner that minimizes interference with Tenant's operations pursuant to the Lease or Tenant's rights granted pursuant to the Lease. Tenant, at

Tenant's sole cost and expense, may relocate the Landlord Access as desirable for the use of the Premises so long as the relocation reasonably allows Landlord Agents continued access to its adjoining property.

32. Confidentiality. All information acquired by Landlord or any of its designated representatives (including by way of example, but not in limitation, the officers, directors, shareholders and employees of Landlord, and Landlord's consultants, counsel, lenders, and the officers, directors, shareholders and employees of each of them) with respect to Tenant, including, without limitation, with respect to the terms of this Lease (collectively, the "Confidential Information") shall be used solely for purposes of negotiating and fulfilling the terms of this Lease and for no other purpose whatsoever. All Confidential Information that is not published as public knowledge or that is not generally available in the public domain shall be kept in strict confidence by Landlord and shall not be disclosed to any individual or entity other than to those authorized representatives of Landlord who require any portion of the Confidential Information to assist Landlord in its negotiation and fulfillment of the terms of this Lease and who Landlord has bound to a confidentiality agreement requiring such party's compliance with the terms of this Section 32; provided, however, that Landlord shall have the right to disclose any such information if required by applicable law or as may be necessary in connection with any court action or proceeding with respect to this Lease.

33. Amendment; Entire Agreement; Interpretation. This Lease may only be amended or modified by a written instrument signed by both Landlord and Tenant. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. This Lease shall create the relationship of landlord and tenant between the parties. Nothing herein shall be deemed to create any partnership, joint venture, or agency relationship between the parties. ~~Neither party shall make any representation or statement (whether oral or written) to any person or entity inconsistent with this provision.~~ The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others. Time is of the essence of this Lease. This Lease shall not be binding (and not deemed an offer, reservation, or option to Lease) until executed by both Landlord and Tenant.

34. Execution by Landlord. Landlord and the undersigned person executing this Lease represent and warrant that the undersigned person executing this Lease on behalf of Landlord has due and proper authority to do so and to bind Landlord to this Lease and all terms, covenants and conditions thereof and that this Lease is a legal, valid, and binding obligation of Landlord enforceable in accordance with its terms.

35. Counterparts and Email/PDF. This Lease may be executed in counterpart or by emailing .pdf or other compressed digital files, or any combination of the foregoing. All counterparts together shall constitute one and the same Lease.

36. Estoppel. Within fifteen (15) business days after written request therefor by Tenant, Landlord agrees to deliver a certificate to Tenant, Tenant's lender (if applicable) and any proposed purchaser of the ownership interests of Tenant (if applicable), in a commercially reasonable form (subject to reasonable modification by any applicable purchaser or Tenant's lender) to Tenant's lender or to any proposed purchaser and/or to Tenant setting forth the terms of the Lease, the absence of default thereunder, and such other reasonable terms requested by Tenant, lender or purchaser. In the event Landlord fails to

respond within such fifteen (15) business day period, then, in addition to such failure constituting an event of default, all matters set forth in the estoppel certificate shall be deemed to be true, accurate and complete.

37. Leasehold Financing.

(a) Tenant, any successor or assignee of Tenant, or any holder of a sublease or license (each hereinafter sometimes referred to as an "Obligor") may at any time mortgage, pledge, or encumber to any entity (herein, a "Lender") all or any portion of the Obligor's rights and interests under this Lease or such sublease or license, in each case without the consent of Landlord. For purposes of this Lease, each entity which now or hereafter is the recipient or beneficiary of any such mortgage, pledge, or encumbrance and whose lien or encumbrance is now or hereafter recorded in the official records of the County in which the Premises is located, shall be referred to in this Lease as a "Lender".

(b) Tenant and Landlord expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in subsection (a) above, then notwithstanding any other provision of this Lease to the contrary:

(i) Landlord and Tenant will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of this Lease, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender, without such Lender's consent.

(ii) Each Lender shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Lease by the Obligor that is party to such Lender's mortgage, pledge or encumbrance, and any such action performed by such Lender shall be as effective to prevent or cure a default under this Lease and/or a forfeiture of any of such Obligor's rights under this Lease as if done by such Obligor itself.

(iii)



(iv)



(c) There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including the Lenders) having an interest in the Lease or in the estate of Landlord and Tenant shall join in a written instrument effecting such merger and shall duly record the same.

(d) Landlord shall, at Tenant's or a Lender's request, provide to Tenant and such Lender (i) confirmation that such Lender is a "Lender" for purposes of this Lease, (ii) a consent and estoppels acknowledging the Lender's mortgage or other lien or encumbrance, confirming the continuing effectiveness of this Lease, identifying any modifications hereto and any breaches or defaults hereunder, and containing such other information and agreements as Tenant or such Lender may reasonably request, and (iii) such other certificates or affidavits as Tenant, such Lender or any title company selected by either Tenant or such Lender may reasonably request. Landlord shall duly execute and return same to Tenant and/or Lender within ten (10) days of Tenant's or Lender's request therefor. Should Landlord fail to timely execute and deliver the consent and estoppel, then Tenant and/or Lender may rely on the contents thereof and the consent and estoppel shall be conclusively binding upon Landlord.

[REMAINDER OF PAGE BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease under seal as of the day and year first above written.

**LANDLORD:**

By: Clarence W. Murphy, Jr.  
Clarence W. Murphy, Jr.

By: Melissa Murphy  
Melissa Murphy

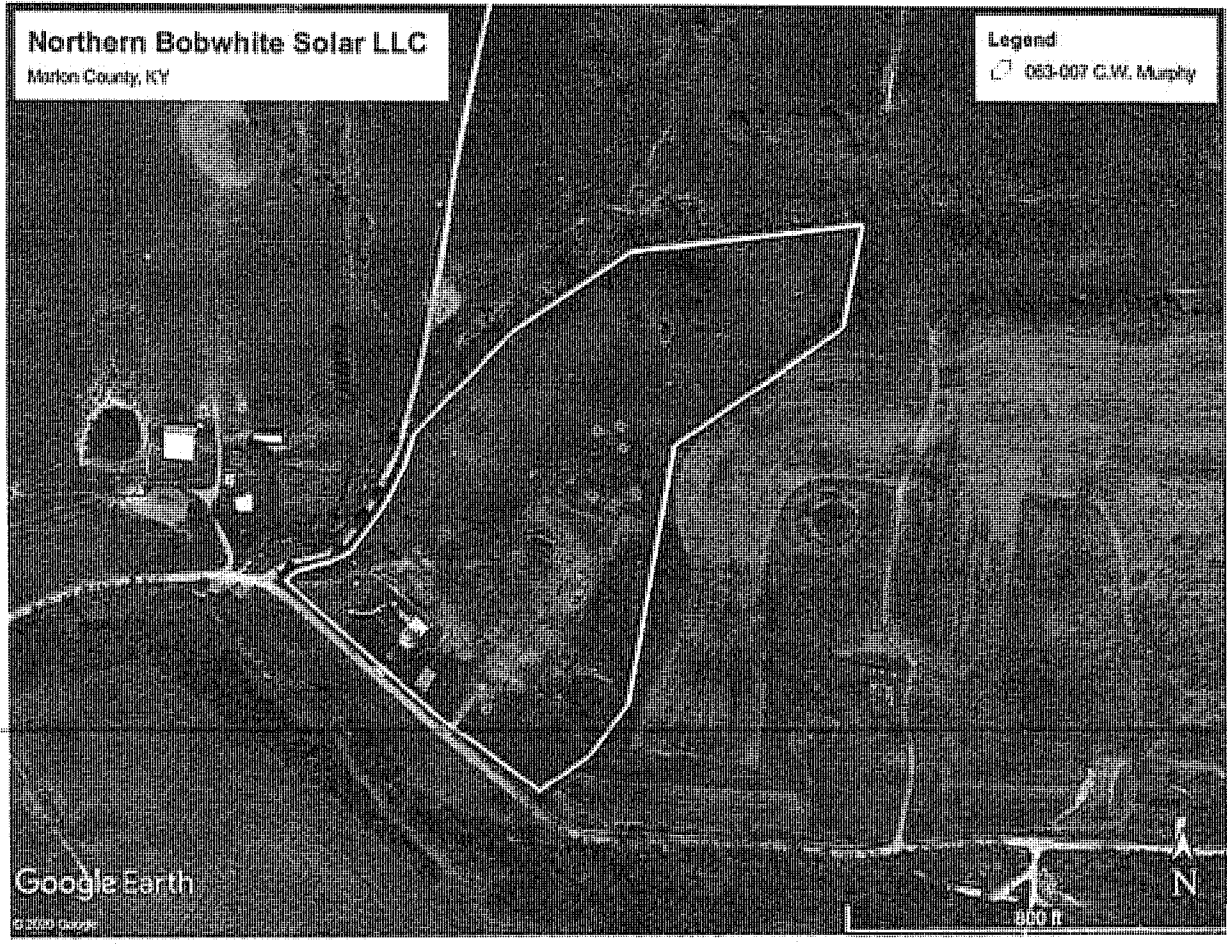
**TENANT:**

NORTHERN BOBWHITE SOLAR LLC,  
A Kentucky limited liability company

By: [Signature]  
Name: NICHOLAS PERK  
Title: MANAGER

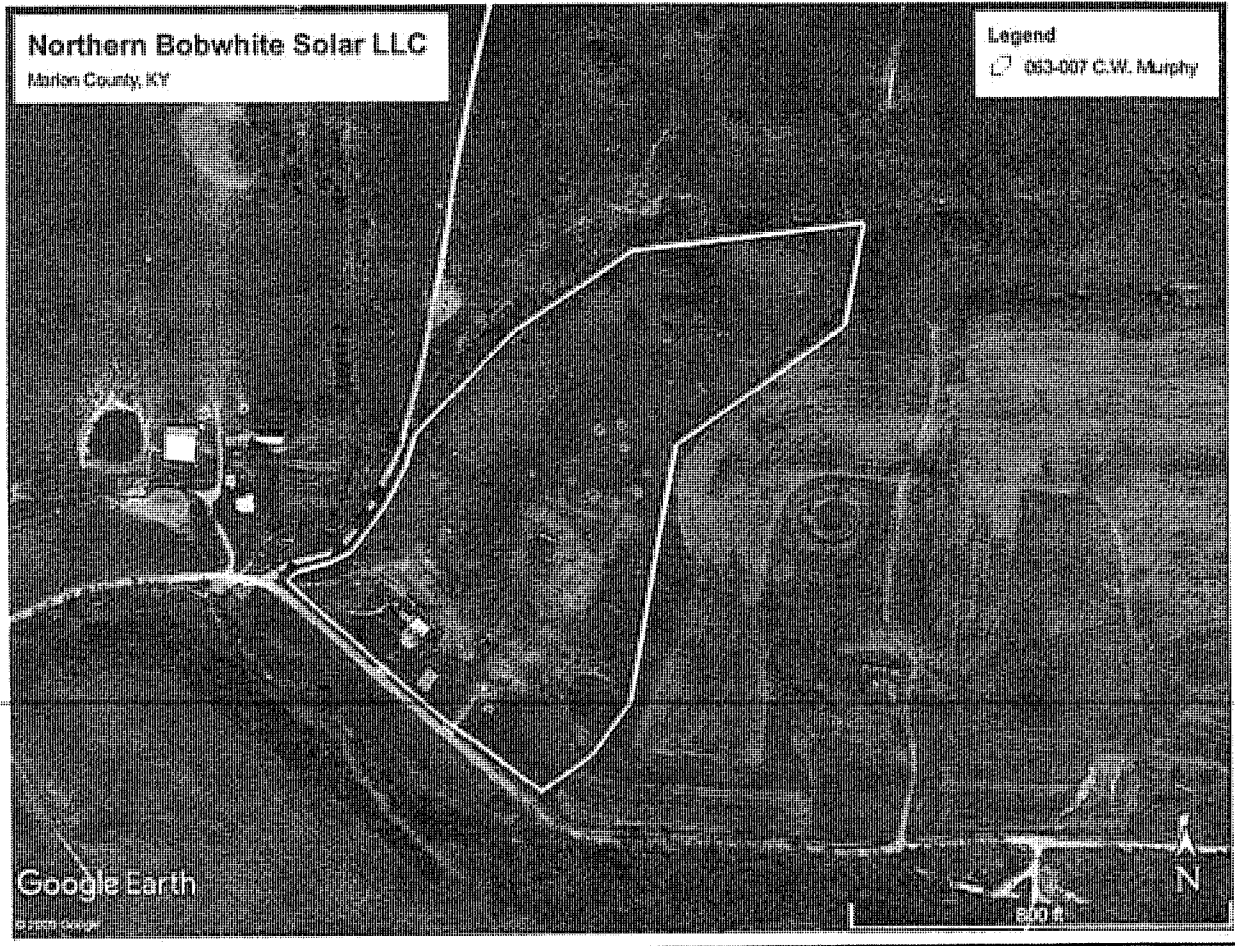
EXHIBIT A

Land



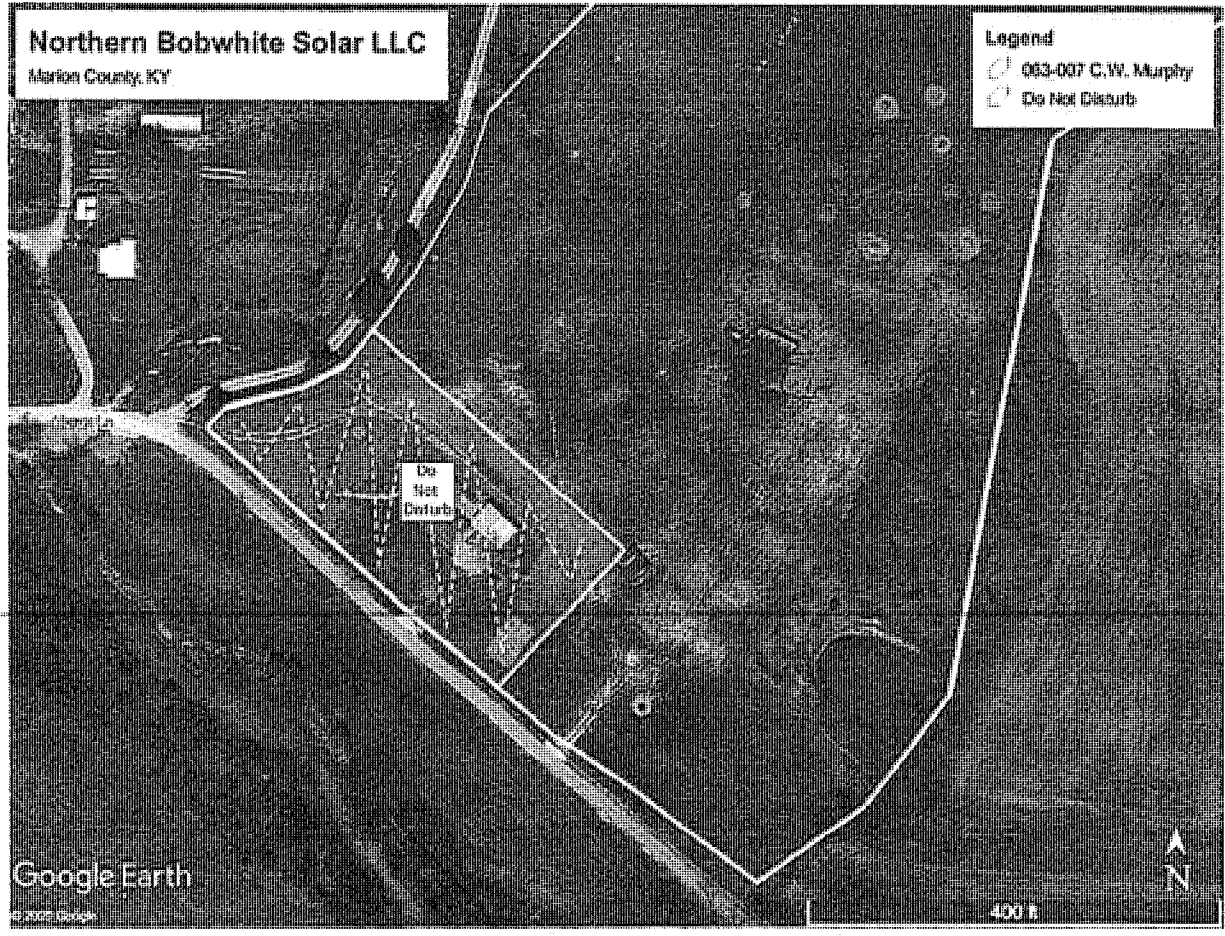
**EXHIBIT B**

**Premises**



**EXHIBIT B.1**

**Property Excluded from Premises**  
**"Do Not Disturb"**





**EXHIBIT C**

**Memorandum of Lease**

THIS INSTRUMENT PREPARED BY  
AND RETURN TO AFTER RECORDING:  
Northern Bobwhite Solar LLC  
7804-C Fairview Rd #257  
Charlotte, NC 28226

By: \_\_\_\_\_  
Juergen Fehr, Manager

COMMONWEALTH OF KENTUCKY

COUNTY OF MARION

**MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT**

This Memorandum of Solar Ground Lease Agreement (“Memorandum”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between **CLARENCE W. MURPHY, JR. and MELISSA MURPHY**, husband and wife (“Landlord”) and **NORTHERN BOBWHITE SOLAR LLC**, a Kentucky limited liability company (“Tenant”), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated \_\_\_\_\_ (the “Lease”). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel: 063-007 containing approximately 14.56 acres located at 1070 Horan Lane, Marion County, KY and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

1. Leased Property: All that certain property more particularly described on Exhibit A is referred to in the Lease as the “Land”. The portion of the Land delineated in the Survey and described on Exhibit B attached hereto and made a part hereof, together with “all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon” is referred to in the Lease as the “Premises”. The area shown on Exhibit B.1 attached hereto as Excluded Area shall not be included in the Premises.
2. Term: Commencing upon the date of the Lease and expiring on the date that two hundred forty (240) months following the Rent Commencement Date (as defined in the Lease).
3. Renewal Terms: Four (4) renewal terms of five (5) years each.
4. Right to Terminate: Tenant has the right to terminate the Lease:

- i. In the event that its power purchase agreement or other agreement under which Tenant provides power generated at the Premises to a third party is terminated for any reason whatsoever; or
- ii. If the Contingencies (as defined in the Lease) are not satisfied, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, prior to the Rent Commencement Date; provided however, that Tenant's right to terminate the Lease pursuant to this subsection ii. shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

5. **Operations Easements:** Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Land across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "**Adjacent Property**"), to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under the Lease and the operation of the Premises for the Intended Use (as defined in the Lease), for the benefit of Tenant (collectively, the "**Easements**"), which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

(i) An exclusive easement for electrical interconnection purposes;

(ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;

(iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from other adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time; and

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land;(C) Battery Energy Storage System that will store electricity along with related equipment, fixtures,

appliances, appurtenances and improvements related thereto, and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

6. Landlord Easements: To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall, to the extent Landlord is authorized to do so, grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

7. Tenant Easements: Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that

Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, said Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.

This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

*[The remainder of this page is intentionally omitted]*

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**IN WITNESS WHEREOF**, the parties have executed this Memorandum as of the date first above written.

LANDLORD:

By: \_\_\_\_\_  
Clarence W. Murphy, Jr.

By: \_\_\_\_\_  
Melissa Murphy

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

<u>Name</u>	<u>Capacity</u>
Clarence W. Murphy, Jr.	Individually
Melissa Murphy	Individually

Date: \_\_\_\_\_

\_\_\_\_\_  
(print name), Notary Public

(official seal)

My commission expires: \_\_\_\_\_

[AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

TENANT:

NORTHERN BOBWHITE SOLAR, LLC,  
a Kentucky limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_
- A credible witness has sworn to the identity of the principal(s);

~~each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_.~~

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(print name)

(official seal)

My commission expires: \_\_\_\_\_

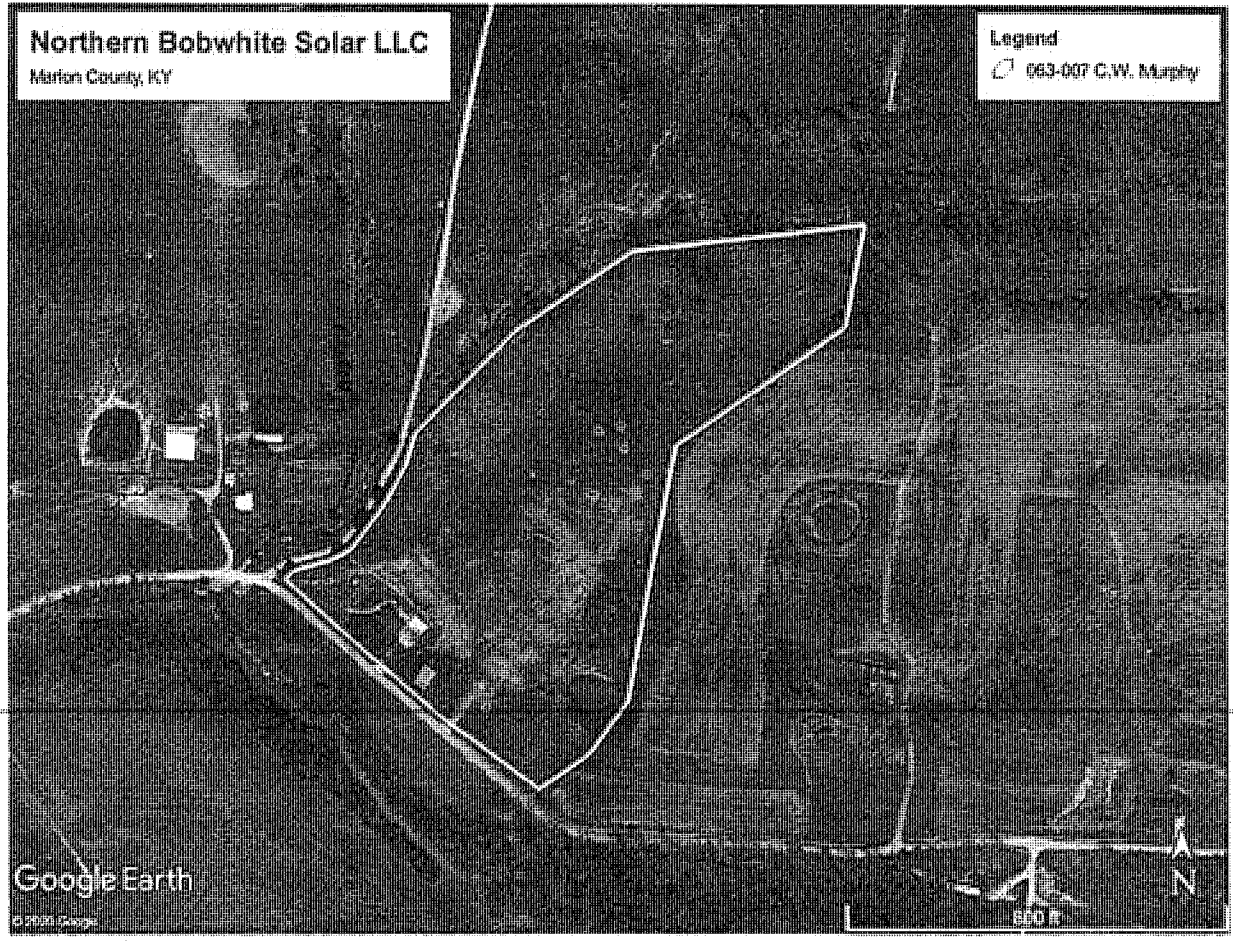
[AFFIX NOTARY SEAL BELOW – NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

**EXHIBIT A**  
**to Memorandum of Lease**

Land

[Legal Description to be inserted]

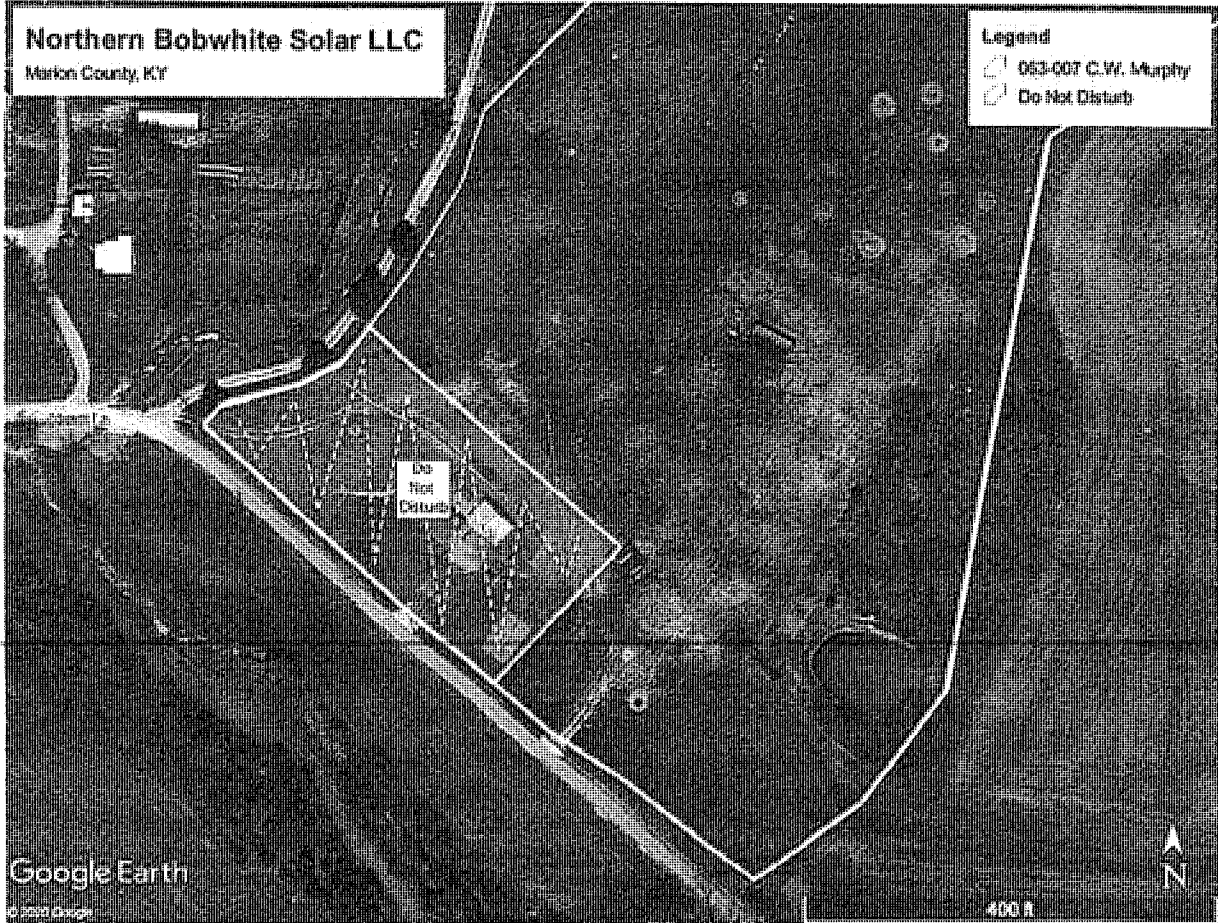
**EXHIBIT B**  
**to Memorandum of Lease**





**EXHIBIT B-1**  
**to Memorandum of Lease**

**Do Not Disturb Area (Excluded)**



## EXHIBIT D

### Template Decommissioning Plan

#### 1. INTRODUCTION

##### 1.1 Project Background

(Project description, size, location and acreage of land use). The solar photovoltaic power array owned by (Solar Project LLC), ("Project"), is anticipated to operate for a period of no less than 20 years under a power purchase agreement from (Utility/Commercial-Industrial Consumer). It is anticipated that the Project will use the existing technology up to an additional (twenty years) for a total operating period of (40) years. At the completion of its operating life, the Project will either be redeveloped with modern equipment, or it will be decommissioned and removed from the site in accordance with this plan.

##### 1.2 Objectives

The objective of this Decommissioning Plan, ("Plan"), is to provide the requisite financial surety to guarantee the decommissioning of the Project.

##### 1.3 Plan Conditions:

Prior to commencing with any decommissioning activities in accordance with this Plan, (Solar Project LLC) will provide documentation to process the appropriate permit(s). If the Project is to be redeveloped, a new building plan permit will be processed before any installation of new equipment. Decommissioning the Project will allow the parcels that were changed under the Project's (CUP/SUP) to be returned to their original zone classifications.

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#### 2. DECOMMISSIONING OF FACILITY AFTER CEASING OPERATION

##### 2.1 General Environmental Protection

During decommissioning and restoration activities, general environmental protection and mitigation measures will be implemented. Many activities during decommissioning will be comparable to the construction phase, including the use of heavy equipment on site, preparing staging areas, and restoring constructible areas.

##### 2.2 Pre-Decommissioning Activities

Prior to engaging in decommissioning activities, (Solar Project LLC) will provide documentation to process the appropriate permits in accordance with all relevant county, state and federal statutes in place at the time of decommissioning.

Prior to any decommissioning or removal of equipment, staging areas will be delineated as appropriate. At the end of the Project's useful life, it will first be de-energized and isolated from all external electrical lines. All decommissioning activities will be conducted within designated areas; this includes ensuring that vehicles and personnel stay within the demarcated areas. Work to decommission the collector lines and Project-owned transmission lines will be conducted within the boundaries of the municipal road allowance and appropriate private lands.

##### 2.3 Equipment Decommissioning and Removal

The basic components of the Project are photovoltaic (PV) modules, mechanical racking system, electrical cabling, inverter racks, transformers and concrete pads as described below.

- **Modules:** The modules will be removed by hand and placed in a truck to be returned for recycling or disposal as described below in section 2.4.
- **Mechanical racking system:** will be removed with an excavator with a demolition thumb. The recyclable metal will be loaded on trucks and hauled away in accordance with section 2.9.
- **Inverters Racks and Inverters:** The inverters and its racks will be removed by hand and loaded on trucks for recycling in compliance with section 2.5.
- **Transformers:** Transformers will be removed in compliance with section 2.5 and then loaded on to a truck with a crane and sent for recycling.
- **Concrete pads:** The equipment will be disconnected and transported off site by truck. The concrete foundations and support pads will be broken up by mechanical equipment (backhoe-hydraulic hammer/shovel, jackhammer), loaded onto dump trucks and removed from the site. Smaller pre-cast concrete support pads and/or pre-manufactured metal skids will be removed intact by cranes and loaded onto trucks for reuse, or will be broken up and hauled away by dump trucks.

#### **2.4 PV Module Collection and Recycling**

All modules will be disconnected, removed from the trackers, packaged and transported to a designated location for resale, recycling or disposal. Any disposal or recycling will be done in accordance with applicable laws and requirements. The connecting underground cables and the junction boxes will be de-energized, disconnected, and removed. The mechanical racking system supporting the PV modules will be unbolted and dismantled by laborers using standard hand tools, possibly assisted by small portable cranes. All support structures will be completely removed by mechanical equipment and transported off site for salvage or reuse. Any demolition debris that is not salvageable will be transported by truck to an approved disposal area. Other salvageable equipment and/or material will be removed from the site for resale, scrap value or disposal.

---

#### **2.5 Electrical Equipment and Inverters**

All decommissioning of electrical devices, equipment, and wiring/cabling will be in accordance with local, state and federal laws. Any electrical decommissioning will include obtaining required permits, and following applicable safety procedures before de-energizing, isolating, and disconnecting electrical devices, equipment and cabling.

Decommissioning will require the removal of the electrical equipment, including inverters, transformers, underground/aboveground cables and overhead lines. Equipment and material may be salvaged for resale or scrap value depending on the market conditions.

#### **2.6 Roads, Parking Area**

All access roads and the parking area will be removed to allow for the complete rehabilitation of these areas unless the landowner provides written consent to retain these features. Typically, the granular base covering of these areas will be removed using a wheel loader to strip off the material and dump trucks to haul the aggregate to a recycling facility or approved disposal facility. The underlying subsoil, if exhibiting significant compaction (more likely for the site entrance road than the interior access roads), will then be diced using a tractor and disc attachment to restore the soil structure and to aerate the soil. Clean topsoil will be imported on site by dump truck, replaced over the area and leveled to match the existing grade.

#### **2.7 Other Components**

Unless retained for other purposes, removal of all other facility components from the site will be completed, including but not limited to surface drains, access road cross-culverts, and fencing. Anything deemed usable shall be recovered and reused elsewhere. All other remaining components will be considered as waste and managed according to local, state, and federal laws. For safety and security, the security fence will be dismantled and removed from the site after all major components, PV modules, tracker system and foundations have been removed.

## **2.8 Site Restoration**

The following activities will be undertaken to restore the site to substantially its previous condition:

- Site cleanup, re-grading (if and to the extent necessary to restore the site to substantially its previous condition) and, if necessary, restoration of surface drainage swales and ditches.
- Any trenches/drains excavated by the Project will be filled with suitable materials and leveled.
- Any road, parking area will be removed completely, filled with suitable sub-grade material and leveled.
- Any compacted ground will be tilled, mixed with suitable sub-grade materials and leveled.
- Topsoil will be spread as necessary to ensure suitable conditions for vegetation re-growth and reseeded with native seed mix to promote vegetation.
- Installation of fencing as defined in Section 14 of the Solar Ground Lease Agreement, dated September 20, 2018

The project fence and existing fire access roads may remain in place upon written consent of the landowner.

## **2.9 Management of Wastes and Excess Materials**

All waste and excess materials will be disposed of in accordance with local, state and federal laws. Waste that can be recycled under municipal programs will be done accordingly. Waste that requires disposal will be disposed of in a state licensed facility by a state licensed hauler.

---

## **2.10 Emergency Response and Communications Plans**

During decommissioning, (Solar Project LLC) will coordinate with local authorities, the public, and others as required to provide them with information about the ongoing activities. Besides regular direct/indirect communication, signs will be posted at the Project facility to give information to the local public and visitors. The (Solar Project LLC) contact information (telephone number, email and mailing address) will be made public for those seeking more information about the decommissioning activities and/or reporting emergencies and complaints. All inquiries will be directed to the (Solar Project LLC) Representative who will respond to any inquiry. In the event of an emergency, (Solar Project LLC) will mobilize its resources to the site to respond to the event. Personnel involved in decommissioning will be trained in the emergency response and communications procedures. Emergency response procedures will be prepared prior to decommissioning.

## **3. PROJECT DECOMMISSIONING COST ESTIMATE**

### **3.1 Cost Estimate:**

(Solar Project LLC) shall provide a detailed Decommissioning Cost Estimate, prepared by a (State) Licensed Engineer, prior to the issuance of building permits, which shall include the following:

- a) the gross estimated cost to perform Decommissioning as set forth in Section II above ("**Gross Cost**");
- b) an increase of the Gross Cost by 10% in order to eliminate any discrepancy in cost estimation techniques ("**Contingency**");
- c) the estimated resale and salvage values associated with the Project equipment ("**Salvage Value**");

- d) a reduction from the Salvage Value by 10% such that only 90% of the Salvage Value can be used as a credit against the Gross Cost and Admin Factor. The Salvage Value multiplied by 90% is the ("Salvage Credit").

Thus the Decommissioning Cost Estimate formula is:

Gross Cost + Contingency - Salvage Credit = the "**Decommissioning Cost Estimate**".

The Decommissioning Cost Estimate shall be an amount equal to at least \$500 per acre.

The Decommissioning Cost Estimate shall include a table allocating the net cost estimate across the Project area, based on the percentage of generating capacity in megawatts (MW) on each property ("Allocation Areas"). The Allocation Areas will be divided based upon the lease areas, however Allocation Areas will reference the underlying land, in case ownership of the underlying land changes control during the life of the Project.

### **3.2 Security:**

(Solar Project LLC) will provide an amount equal to the Decommissioning Cost Estimate (as determined by a (State) Licensed Engineer, per section 3), ("**Decommissioning Security**"). Decommissioning Security shall be provided by (Solar Project LLC) prior to the commencement of construction and shall be increased every five years based on an assumed 2.5% inflation rate.

The Decommissioning Security may be in one of the following forms: (i) cash to be held in escrow by the County Treasurer or a bank or title company, or (ii) other form of security acceptable to Landlord (each a form of "**Acceptable Credit Support**").

In the event that security similar to the Decommissioning Security is required by any governmental entity, such security shall be credited against the Decommissioning Security, and (Solar Project LLC) shall deposit the higher amount as Acceptable Credit Support, which deposit may be split into more than one deposit to the extent reasonably required under the circumstances.

(Solar Project LLC), Landlord, and, if applicable, the applicable governmental entity and bank or title company shall enter into an escrow agreement to govern the review of the work required hereunder and the disbursement of the Decommissioning Security consistent with this decommissioning plan. If the governmental entity requires, the escrow shall be administered by such governmental entity, and if not so required, shall be administered by a bank or title company reasonably determined by (Solar Project LLC).

## SOLAR GROUND LEASE AGREEMENT

THIS SOLAR GROUND LEASE AGREEMENT (this "Lease") is made and entered into as of the 21<sup>st</sup> day of April, 2020 (the "Effective Date"), by and between **ROBERT HODGEN, JR. and wife, SHERRI H. HODGEN** (collectively, "Landlord") and **NORTHERN BOBWHITE SOLAR LLC**, a Kentucky limited liability company ("Tenant").

### WITNESSETH:

In consideration of [REDACTED] to be paid from Tenant to Landlord on or before the date that is thirty (30) days after the Effective Date and the rent to be paid to Landlord by Tenant, as hereinafter provided, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, real property containing approximately 707.734 acres, located at 2500 Simmstown Road, 2926 Simmstown Road, and 2800 Jimtown Road, Marion and Washington County, Kentucky and in substantially the location set forth on Exhibit B attached hereto and all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the property and the improvements now or in the future located thereon (the "Premises"), to be occupied and used upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. of 070-005, 26-008 and 26-020 containing approximately 707.734 acres, and located in substantially the location shown in Exhibit A attached hereto and by this reference made a part hereof (the "Land").

1. Term of Lease; Extension Terms; Termination Rights; Contingencies/Due Diligence.

(a) The term of this Lease (including any extensions or renewals, the "Term") shall commence on the Effective Date and shall end at 11:59 P.M. local time on the date that is two hundred forty (240) months after the Rent Commencement Date (as hereinafter defined) (the "Expiration Date"), unless extended or sooner terminated as herein provided; provided, however that if the Rent Commencement Date is other than the first day of a calendar month, the Term shall be extended automatically until 11:59 P.M. local time on the last day of the calendar month in which the Term otherwise would expire.

(b) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to extend the initial two hundred forty (240) month Term granted herein for up to four (4) additional, consecutive terms of five (5) years each (each a "Extension Term" and collectively, the "Extension Terms") by providing Landlord with written notice of Tenant's election to extend the Term for the applicable Extension Term prior to the date that is three (3) months prior to the Expiration Date (or prior to the expiration of the then current Extension Term, as applicable). For the avoidance of doubt, the first Extension Term shall commence on the last day of the initial Term with no gap in between, and each subsequent Extension Term shall commence on the last day of the previous Extension Term with no gap in between.

(c) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to terminate this Lease in the event that its power purchase agreement or other agreement under which Tenant provides power generated or stored at the Premises to a third party is terminated for any reason whatsoever. Upon a termination of this Lease by Tenant permitted hereunder, this Lease shall terminate and become null and void, and Tenant shall have no further obligations hereunder (other than the payment of accrued and unpaid rent, the obligation to restore the Premises set forth in Section 14, and

those obligations, if any, that are stated herein to expressly survive the expiration or earlier termination of this Lease).

(d) Tenant's obligation to perform hereunder shall be subject to the satisfaction (or waiver) of the following contingencies (collectively the "Contingencies"):

(i) Tenant obtaining all necessary approvals from state, federal and local authorities required by Tenant to construct its proposed improvements and to operate the Premises for the Intended Use (as hereinafter defined),

(ii) Tenant's entering into power purchase agreement(s) and renewable energy credit purchase agreement(s) for the proposed improvements and operations at the Premise to Tenant's satisfaction,

(iii) Tenant's review and approval of title and survey matters with respect to the Premises, the environmental condition of the Premises and the physical condition of the Land,

(iv) Tenant's receipt of the subordination, non-disturbance and recognition agreements contemplated in Section 22,

(v) Tenant deciding to lease the Premises in lieu of other sites being considered by Tenant prior to the Rent Commencement Date, and

(vi) Tenant's review and approval of any other matters that Tenant deems relevant to determining whether Tenant's leasing of the Premises is economically and otherwise feasible.

If Tenant is unable to satisfy the Contingencies to Tenant's satisfaction prior to the Rent Commencement Date, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, Tenant may terminate this Lease by giving written notice to Landlord prior to the Rent Commencement Date; provided however, that Tenant's right to terminate this Lease under this Section 1(d) shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

As part of Tenant's due diligence, Tenant shall be entitled to conduct (at its expense) such testing of the Premises as Tenant shall determine necessary in its discretion, including without limitation, one or more environmental audits or assessments, and to physically inspect and review the Premises, which investigation shall be of such scope as Tenant determines. During the performance of such diligence, Tenant shall use commercially reasonable efforts to minimize to the extent reasonably possible any interference with Landlord's ongoing use of the Premises, to the extent permitted under this Lease, and only upon prior notification, either oral or by agreed upon e-mail or text messaging, to Landlord of any intended on site activities, which notice Tenant shall in good faith attempt to provide at least forty-eight hours prior to such entry. Any trenches, borings or other land disturbances incurred during the testing period shall be fully restored.

Prior to the Rent Commencement Date, Tenant shall (at its expense) obtain a survey of the Land (the "Survey") that shall show the boundary line of the Premises and otherwise be sufficient to constitute a legal subdivision of the Premises from Landlord's land of which the Premises is a part upon the recordation of the Survey in the appropriate office, if required. The delineation of the Premises on the

Survey shall be deemed inserted as Exhibit B to this Lease, automatically replacing any previous Exhibit B.

As part of its inspections and performance of the Survey, Tenant may elect to reduce the Land subject to this Lease, for any reason or no reason, for all or part of the Premises by delivering written notice to Landlord at any time and for any reason. Landlord agrees that Tenant may terminate pursuant to the foregoing a portion of the Premises ("Released Premises") so long as Landlord has access to the Released Premises. The portion of the Premises remaining after any partial termination of this Lease shall thereafter be the "Premises" for purposes of this Lease, and all payment amounts based on acreage shall be calculated using the greater of either: (i) 250 acres, or (ii) the actual amount of acreage of the Premises not terminated. In the event that Tenant elects such partial termination, the Survey (reflecting such termination) shall be incorporated into Exhibit B as if fully set forth therein without amendment to this Lease, and that for purposes of determining the amount of rent payable hereunder, the size of the Premises and the delineation of acreage as shown on the Survey shall be binding on the parties hereto.

2. Construction Notice; Construction Rent; Crop Loss Payment.

(a) Tenant shall provide Landlord notice of its intent to commence construction of the solar farm on the Premises (the "**Construction Notice**"), The Construction Notice shall include the date on which Tenant intends to commence construction ("**Construction Start Date**"). Tenant shall deliver the Construction Notice at least thirty (30) days prior to the Construction Start Date. For purposes of this Lease, "construction" shall be defined as Tenant taking any of the following actions: i) issuing an unlimited notice to proceed to the general contractor, ii) mobilization of machinery, equipment, or personal property onto the Premises for the purpose of building the improvements, or iii) the installation of permanent improvements upon the Premises.

(b) Following the Construction Start Date but prior to the Rent Commencement Date (such period being referred to as the "**Construction Period**"), Tenant shall pay Landlord rent in the amount [REDACTED]

[REDACTED] on the Premises then in effect (the "**Construction Rent**"), in two equal installments per year with the first rent installment payable on or before the Construction Start Date and, the second rent installment being due on or before the date that is six (6) months following the Construction Start Date, and subsequent payments of rent being every six (6) months thereafter. The payment of rent for any fractional calendar year during the Term shall be prorated. [REDACTED]

(c) In addition to the other rent contemplated in Section 2 and subject to the remainder of this Section 2(c), in the event any crops are damaged by Tenant's initial construction of its intended solar farm during the Construction Period, [REDACTED]





3. Rent; Rent Escalation; Rent Commencement Date.

(a) Beginning on the Rent Commencement Date (as defined below and subject to the extensions described below), annual rent shall equal [REDACTED] per acre of land located within the Premises (prorated for any fractional acres), as determined by the Survey. If Tenant elects to terminate in accordance with Section 1(d) of this Lease, no rent shall be due or payable.

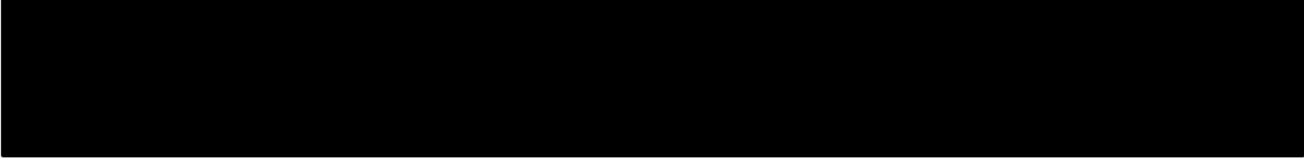
(b) Annual rent during the Term shall be payable annually, with the first rent installment payable on or before the date that is thirty (30) days after the Rent Commencement Date and prorated based on the portion of the calendar year during which the Rent Commencement Date occurs that is between the Rent Commencement Date and the next December 31<sup>st</sup>, the second rent installment being due on or before the date that is thirty (30) days following the first January 1<sup>st</sup> following the Rent Commencement Date, and subsequent payments of rent being due within thirty (30) days of each January 1<sup>st</sup> thereafter. The payment of rent for any fractional calendar year during the Term shall be prorated.

(c) [REDACTED]

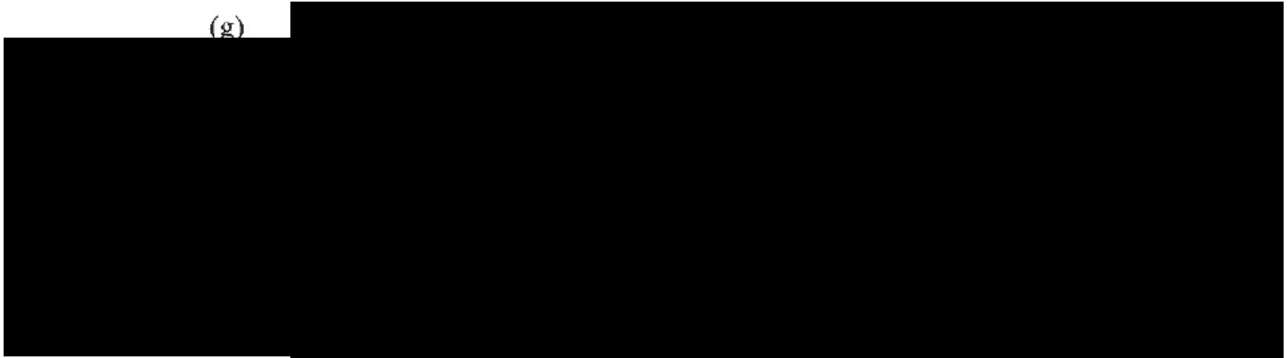
(d) [REDACTED]

(e) [REDACTED]

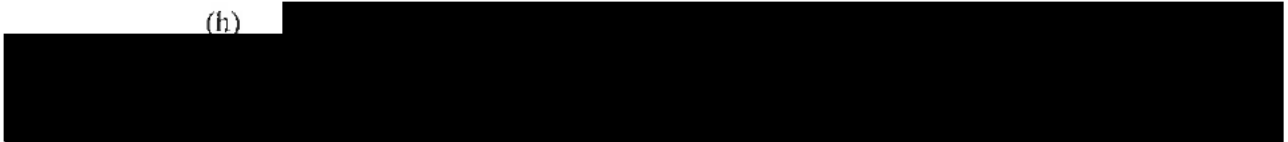
(f) [REDACTED]



(g)



(h)



4. Utilities. During the Term, Tenant shall pay for all public utilities used in or at the Premises by Tenant.

5. Alterations. Tenant shall install a fence around the perimeter of the Premises at least six (6) feet high, along with adequate security devices and signage appropriate to a solar farm where electricity is generated, and Tenant shall be solely responsible for the maintenance in good order of such fence, security devices and signage throughout the Term. Tenant may, at its expense, make any other alterations, additions, improvements and changes (including, without limitation, removal of existing improvements and fixtures and trees and plants) to the Premises as it may deem necessary or desirable in connection with its Intended Use of the Premises, without the consent of Landlord. Notwithstanding the foregoing, Tenant agrees and warrants to Landlord that it will not remove any topsoil from the Land prior to the Construction Start Date and when the Decommissioning Security required by the Decommissioning Plan has been put in place. Regardless, it is not the intention of Tenant to remove any of the topsoil from the Land and Tenant agrees to use commercially reasonable efforts to retain any topsoil on the Land. Such alterations, improvements, and changes may, in Tenant's sole discretion, include the cutting, removal, and sale of any timber or trees, including, without limitation, any remaining stumps, on the Premises; in the event that Tenant requests, Landlord shall execute and deliver a timber deed in commercially reasonable form to evidence such rights of Tenant in the timber and trees. Proceeds from the harvesting of timber after removal costs shall be paid to the Landlord. Any and all such alterations, additions, improvements or changes conducted by Tenant shall be done in compliance with applicable laws. Landlord agrees to sign any permit applications, to the extent required by law, and to take all such other actions as are reasonably required to allow Tenant to accomplish any such alterations, additions, improvements and changes to the Premises, including, but not limited to, United States Corps of Engineers permits, erosion control, and tax documents. Notwithstanding anything to the contrary contained in this Lease, Tenant may withhold any rent payments until Landlord has complied with the prior sentence. Any and all improvements constructed on the Premises by or for Tenant, and all machinery, fixtures, trade fixtures, furniture, equipment, and other personal property installed or placed in the Premises by or for Tenant (including, without limitation batteries or other storage facilities, solar modules, panels, and other equipment), shall, regardless of the manner of attachment to the Premises or the improvements thereon, be and at all times

remain the property of Tenant and shall be removed by it upon the expiration or earlier termination of this Lease as provided in Section 14.

6. Do Not Disturb Area. The area shown on Exhibit B.1 shall be excluded from the Premises.

7. Use and Occupancy. Tenant shall be entitled to use the Premises for operation of a solar photovoltaic power array for the generation of electric power, and a Battery Energy Storage System that will store electricity along with related equipment, vegetative cover, plants, trees, shrubs, agricultural use, fixtures, appliances, appurtenances and improvements related thereto and ancillary and associated uses (the "Intended Use") and for no other use without the written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant agrees that no unlawful use of the Premises will be made. Landlord shall deliver sole and exclusive possession of the Premises to Tenant on the Effective Date subject only to Landlord's right to continue to farm the Premises in the current manner being farmed until the giving of the "Construction Notice" at which point Landlord will vacate the Premises as provided in Section 2. For the avoidance of doubt, the continued farming of the Premises shall be performed in such a manner as to not interfere with Tenant's rights under this Lease.

8. Insurance.

(a) Tenant shall, after its improvements are completed, keep such improvements insured against loss or damage by fire, windstorm, earthquake and similar hazards in commercially reasonable amounts determined by Tenant.

(b) Beginning on the Effective Date, Tenant, at its sole cost and expense, shall keep or cause to be kept Commercial General Liability Insurance (1986 ISO Form or its equivalent) with a combined single limit of at least One Million Dollars (\$1,000,000.00) each Occurrence and at least Two Million Dollars (\$2,000,000.00) in the aggregate-per location, which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises.

(c) Any provisions herein to the contrary notwithstanding, Landlord and Tenant mutually agree that, in respect to any loss which is covered by insurance then being carried by them respectively (or which would have been covered had such party maintained the insurance required hereunder), the one carrying such insurance and suffering said loss hereby releases the other of and from any and all claims with respect to such loss, and waives any rights of subrogation which might accrue to the carrier of such insurance.

(d) All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the Commonwealth of Kentucky and shall name the Landlord as an additional insured. Tenant shall deliver to Landlord certificates evidencing the existence and the amount of such insurance, or renewals of them or binders to them.

9. Taxes.

(a) Tenant shall pay when due all ad valorem taxes and assessments that may be imposed upon the Premises beginning on the date that Tenant actually commences construction in the solar farm described in the Construction Notice until the end of the Term by applicable governmental entities, including, without limitation, all ad valorem taxes and assessments levied upon the improvements made to the Land by Tenant or upon any other property installed in or brought onto the Premises by Tenant and any roll-back taxes that become due as a result of such construction (but excluding any taxes applicable to the period prior to the beginning of the Term other than the roll-back taxes described above).

Furthermore, in the event that the Premises is a part of a larger tax parcel owned by Landlord and ad valorem taxes on such tax parcel increase as a result of Tenant's use of the Premises for the Intended Use, the increased taxes resulting from such change of use shall be equitably apportioned as to Landlord and Tenant in a pro-rata manner such that Tenant is responsible only for such costs as they relate to the Premises or to the extent proven to be in addition to those Landlord would otherwise be required to pay for the remainder of the tax parcel.

(b) Tenant may contest the legal validity or amount of any taxes, assessments, or other charges for which it is responsible under this Lease, and may institute such proceedings as it considers necessary. Tenant shall bear all expenses in pursuing such contest or proceeding. With respect to any taxes for which Tenant is responsible that may constitute a lien on the Property, Tenant shall promptly pay such taxes unless the proceeding in which it contests such tax shall operate to prevent or stay the collection of the taxes so contested or unless Tenant removes any such lien by bonding or otherwise. Landlord agrees to render to Tenant all reasonable assistance, at no cost or expense whatsoever to Landlord, in contesting the validity or amount of any taxes, assessments or charges, including joining in the signing of any reasonable protests or pleadings which Tenant may reasonably deem advisable to file; provided, however, that Tenant shall reimburse Landlord for its reasonable attorneys' fees incurred in connection with providing such assistance.

10. Fire or Other Casualty. In the event that the Premises, the improvements thereon, or any portions thereof, are damaged by fire or other casualty during the Term, and if in Tenant's sole judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Premises or the improvements thereon, as the case may be, Tenant may terminate this Lease by written notice to Landlord. The proceeds of any casualty insurance policy maintained by Tenant shall first be applied to the removal and restoration requirements of Tenant as provided herein and, thereafter, be payable to Tenant.

11. Condemnation.

(a) In the event that the whole of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, or such portion thereof that, in Tenant's judgment, the remainder of the Premises is not suitable for Tenant's purposes (herein called a "Total Taking"), then this Lease shall terminate as of the earlier of the date when title thereto vests in the condemnor or the date when possession thereof shall be delivered to the condemnor.

(b) In the event that a portion or portions of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, and such taking does not constitute a Total Taking (herein called a "Partial Taking"), then this Lease, only as to the portion or portions so taken, shall terminate as of the date possession thereof shall be delivered to the condemnor, but otherwise this Lease shall remain in full force and effect. In the case of a Partial Taking, the rent payable under this Lease after possession of the portion so taken shall be reduced based on the acreage so taken.

(c) In the event that Landlord and Tenant are unable to obtain separate awards with respect to their respective interests in the Premises, then, the single award shall be fairly and equitably apportioned between Landlord and Tenant. The portion of the award to be received by Landlord shall be based upon the taking of or injury to the fee simple estate in the Land, but not the improvements thereon. The portion of the award to be received by Tenant shall be based upon the taking and reduction of Tenant's leasehold estate created by this Lease, the taking of any improvements constructed or placed by Tenant on the Land, loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such taking or condemnation. Notwithstanding anything to the contrary contained herein,

the amount of award granted to Tenant shall specifically include the value of any improvements or equipment taken or cannot be removed and reasonably reused after the taking or the cost to remove and relocate improvements or equipment on Land that is taken. Tenant shall have the right to participate, at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings; provided, however, Tenant shall not enter into any binding agreement or settlement without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord agrees to cooperate with Tenant and to execute such documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings.

12. Maintenance and Repairs. During the Term, Tenant shall be responsible, at its sole cost and expense, for the repair and maintenance of the Premises.

13. Default.



14. Termination of Lease. Following the expiration or termination of this Lease as hereinabove provided, or pursuant to statute, or by summary proceedings or otherwise, Tenant shall restore the Land (and any other land of Landlord impacted by Tenant's use of the Premises) to substantially its condition as of the Effective Date using prudent engineering practices where applicable, including, without limitation, the removal of all improvements and alterations to the Land or Premises (including, without limitation, all fencing, roads, solar panels and mounting, and other improvements or alterations) and any electrical or communication or other utility poles, lines and connections (unless such lines and connections are used in connection with other property owned by Landlord and Landlord elects to allow such lines and connections to remain); provided, however, that Tenant shall not be obligated to regrade the Land or any other property or replant any crops or plants. The removal and restoration shall be completed in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord.

Tenant may, in its discretion, determine the length of such period following the expiration or termination up to a period of twenty-four (24) months and shall provide Landlord with written notice of such length prior to the date that is thirty (30) days after such expiration or termination. Tenant shall pay Landlord rent for the period beyond the expiration or termination in an amount equal to the annual rent due and payable for the year immediately prior to such expiration or termination prorated based on a daily rate for the actual number of days in such extension. Tenant shall have all rights granted to Tenant under this Lease during the period of such extension, including, without limitation, the right to access the Premises for the purposes of complying with this Section 14. This Section 14 shall survive the expiration or termination of this Lease.

The removal and restoration shall be completed in a manner that is materially similar to the Template Decommissioning Plan attached hereto as Exhibit D and in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord; provided,

however, that to the extent applicable laws and regulations conflict with the Template Decommissioning Plan, Tenant shall comply with such laws and regulations in lieu of the applicable portion of the Template Decommissioning Plan except that the amount of security deposit (in the form of a bond or other form required by the governmental entity) deposited by Tenant shall, after giving credit to any security deposit deposited with a governmental entity, be the greater of the amount of security deposit required by the governmental entity or the amount in the Template Decommissioning Plan.

15. Possession After Expiration or Termination.

16. Binding Effect; Assignment and Subletting. This Lease shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns. Tenant may assign this Lease, in whole or in part, without Landlord's prior consent but with contemporaneous notice of such assignment.

17. Indemnifications.

(a) Tenant shall defend, indemnify, protect and hold harmless Landlord, and its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Landlord (collectively, including Landlord, the "Landlord Parties") from and against all claims, demands, suits, actions, orders, administrative proceedings, judgments, liabilities, losses, damages, penalties, fines, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "Claims") suffered or incurred by any of the Landlord Parties as a result of, arising out of, or relating to: (a) any acts, omissions or negligence of Tenant, its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Tenant (collectively, including Tenant, the "Tenant Parties") in connection with Tenant Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Landlord Party, and/or (b) a breach of this Lease by Tenant that remains uncured after any applicable notice and cure period. Notwithstanding the foregoing, the Landlord Parties hereby waive any Claims against the Tenant Parties for damage or injury suffered by the Landlord Parties arising as a result of any audible or electromagnetic noise, vibration, electrical interference and radio frequency interference attributable to the Tenant Parties' operations on the Premises or any other property, provided that nothing herein shall be deemed to release Tenant from its obligation to defend, indemnify, protect and hold harmless the Landlord Parties from third party claims under the first sentence of this Section 17(a). The Tenant Parties shall not be liable for losses of rent, business opportunities, profits or any other consequential damages that may result from the conduct of Tenant Parties' uses of or operations on the Premises.

(b) Landlord shall defend, indemnify, protect and hold harmless the Tenant Parties from and against any and all Claims suffered or incurred by any of the Tenant Parties as a result of, arising out of, or relating to: (a) any acts, omissions or negligence of any of the Landlord Parties in connection with Landlord Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Tenant Party, (b) the condition of the Premises that Landlord has knowledge of, or after reasonable inquiry, should have knowledge of, except to the extent any such Claim is caused by the negligence or willful misconduct of a Tenant Party, (c) a breach of this Lease by Landlord that remains uncured after any applicable notice and cure period, and/or (d) any environmental matters and conditions at the Premises, to the extent existing or first occurring before the Effective Date

(the "Pre-Existing Environmental Liabilities"). Landlord hereby agrees to and does assume all of the Pre-Existing Environmental Liabilities.

18. Quiet Enjoyment. Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of this Lease (beyond any applicable notice and cure periods), it will defend the right of possession to the Premises in Tenant against all parties whomsoever for the entire Term, and that Tenant shall have peaceable and quiet possession of the Premises during the Term without hindrance or molestation.

19. Waiver. The waiver by any party of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant or agreement herein contained.

20. Notices; Rent Payment. All notices, elections, demands, requests, payments and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts, addressed to:

To Landlord: Robert Hodgen, Jr. and Sherri H. Hodgen  


To Tenant: Northern Bobwhite Solar, LLC  
7804-C Fairview Rd. #257  
Charlotte, NC 28226  
Attn: Walter Putnam

And to: Kilpatrick Townsend & Stockton LLP  
4208 Six Forks Road, Suite 1400  
Raleigh, NC 27609  
Attn: John Livingston

or at such other address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given.

21. Memorandum of Lease. Landlord and Tenant agree that this entire Lease shall not be recorded. However, contemporaneously with the full execution of this Lease, Landlord and Tenant shall execute and record (to be recorded at Tenant's expense) a memorandum of this Lease in substantially the form attached hereto as Exhibit C, specifying the Effective Date, the Expiration Date, the Extension Terms granted herein, and such other provisions hereof as the parties may mutually agree to incorporate therein, which memorandum of lease shall be in form sufficient to publish notice and protect the validity of this Lease and Tenant's rights hereunder. The memorandum of lease shall be recorded in the Public Registry in the County in which the Land is located.

22. SNDA. No later than the Rent Commencement Date, Landlord shall provide to Tenant a subordination, non-disturbance, and attornment agreement from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Land or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Tenant's rights under this Lease in form and substance acceptable to Tenant. With respect to any future beneficiary of a mortgage or deed of trust, Landlord

shall request of such beneficiary a subordination, non-disturbance, and attornment agreement in such form as is acceptable to Tenant for the benefit of Tenant.

23. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

24. Invalidity of Particular Provisions. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25. Landlord's Warranties and Representations. Landlord hereby agrees with, and warrants and represents to Tenant as follows:

(a) Landlord is the owner of the Premises with full right and authority to execute this Lease and to lease the Premises to Tenant in accordance with the terms hereof;

(b) To the best of Landlord's knowledge after due inquiry, the Premises are free from environmental contamination of any sort and complies with any and all applicable laws, rules, regulations and recorded documents;

(c) Landlord has not received any notice of condemnation, zoning change or legal noncompliance relating to the Premises;

(d) Landlord will not institute or consent to any rezoning of the Premises during the Term (other than rezonings requested by Tenant);

(e) Landlord shall not further encumber the title to the Premises during the Term unless the encumbrance is unconditionally subordinate to this Lease;

(f) Landlord acknowledges and agrees that access to sunlight is essential to the value to Tenant of the rights granted hereunder and is a material inducement to Tenant in entering into this Lease. Accordingly, Landlord shall not cause or, to the extent within Landlord's control, permit any property then owned or controlled by Landlord in the vicinity of the Premises, or any uses or improvements thereon, to impair Tenant's Intended Use of the Premises (for example, and without limiting the generality of the foregoing, Landlord shall not cause or permit any cell towers, water towers, billboards, silos or any other structures to be placed or constructed thereon that may obstruct the sunlight that otherwise would reach the solar panels located on the Premises, or that may cast shade or shadows upon the solar panels located on the Premises or any portion thereof). If Landlord becomes aware of any potential activity on any adjacent or nearby parcel of land that could diminish the access to sunlight at the Energy Facilities, Landlord shall use its best efforts (i) to timely advise Tenant of such information and (ii) with respect to any adjacent or nearby parcel of land then owned or controlled by the Landlord, to reasonably cooperate with Tenant in taking measures to preserve the levels of sunlight at the Energy Facilities that existed as of the date of this Lease. Tenant shall be entitled to seek all remedies available at law and inequity, including but not limited to, specific performance, to compel compliance with this paragraph;

(g) the Land is free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants;

(h) Landlord has not and, to the best of Landlord's knowledge, its predecessors in title and Landlord's tenants have not used, manufactured, stored or released hazardous substances on, in



or under the Land other than the application of certain materials in the ordinary course of farming the Premises and adjoining property (such as pesticides, herbicides, fertilizer, and other agricultural material).

(i) there are no service or maintenance contracts affecting the Premises for which Tenant may be obligated or liable for;

(j) there are no delinquent or outstanding assessments, liens or other impositions levied or assessed against the Premises;

(k) except for this Lease, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Land, whether written or oral, recorded or unrecorded; provided that a written or oral lease or agreement to conduct normal, customary farming operations for the period prior to the Construction Start Date does not violate this provision;

(l) Landlord is not in the hands of a receiver nor is an application for such a receiver pending;

(m) Landlord has made no assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; and

(n) Within five (5) days after the full execution of this Lease, Landlord shall provide copies of the following to Tenant: any notices of any statute or code violation pertaining to the Premises; all "Phase I" and other environmental assessment reports for the Premises in Landlord's possession or control; Landlord's most recent survey and title insurance policy relating to the Premises only to the extent in Landlord's possession; any governmental permits for the Premises and any other documentation in Landlord's possession relating to the Premises.

26. Brokerage Commission. Neither Landlord nor Tenant knows of any real estate brokers or agents who are or may be entitled to any commission or finder's fee in connection with this Lease. Each party hereto agrees to indemnify, defend and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, fees for legal counsel and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent.

27. Ownership of Solar Energy and Attributes: Tax Credits and Incentives. Landlord hereby acknowledges and agrees that Landlord shall have no ownership or other interest in (and Tenant is the sole and exclusive owner of) the solar farm and all related generation, storage, transmission and interconnection facilities (the "Energy Facilities") installed on the Premises or any environmental attributes produced therefrom, including, without limitation, any and all federal, state and/or local benefits and credits (including tax credits, investment credits, carbon credits, solar energy credits), rebates, incentives, benefits, emissions reductions, entitlements, reporting rights, deductions, depreciation, offsets and allowances of any kind, howsoever entitled, attributable to the Energy Facilities or the electric energy, storage capacity, generation capacity or other generator-based products produced therefrom, whether in effect as of the date of this Lease or as may come into effect in the future.

28. Easements.

(a) Operations Easements. Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Premises across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the

“Adjacent Property”) except the property located within the Do Not Disturb Area and to the extent such easements are reasonably required in connection with Tenant’s lease of the Premises under this Lease and the operation of the Premises for the Intended Use, for the benefit of Tenant (collectively, the “Easements”) which Easements shall be appurtenant to Tenant’s leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

- (i) An exclusive easement for electrical interconnection purposes;
- (ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;
- (iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from lands adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time;
- (iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; (C) Battery Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and
- (v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

(b) Recording. The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

(c) Compensation for Easements on Adjacent Property. [REDACTED]

(d) Landlord Easements. To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the “Landlord Easements”) on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is

permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

(e) Tenant Easements. Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated or stored at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

29. Tenant's Access. Tenant, and Tenant's agents, guests, subtenants and designees shall have access to the Premises at all times during the Term. Neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises, except in the case of an emergency. Further, this Lease shall entitle Tenant, at Tenant's discretion, to install, use and maintain a permanent gravel commercial driveway within the Premises and a second temporary construction driveway within the Premises providing access to the Premises from adjoining roads in accordance with DOT standards of the State in which the Premises is located.

30. Landlord's Access. Landlord hereby reserves for itself the right to access adjoining property owned by Landlord that would not have access to a public roadway otherwise over a twenty foot (20') wide path over the Premises in a location to be determined by Tenant (the "**Landlord Access**") subject to the terms of this Section 30. Tenant shall also have the right to use the Landlord Access for the benefit of the Premises. Landlord shall only use the Landlord Access for the benefit of Landlord's adjoining property as currently being used and such access shall only commence after the Commercial Operation Date. Notwithstanding anything to the contrary, Tenant may consent in writing, such consent not to be unreasonably withheld, to Landlord's use of the Landlord Access for specific tasks of limited duration prior to the Commercial Operation Date. Landlord shall not use the Landlord Access in any manner that interferes with Tenant's operations pursuant to this Lease or enjoyment of Tenant's rights granted under this Lease. Landlord shall promptly restore any damage caused by Landlord's use of the Landlord Access. Tenant shall install a gate on such Landlord Access. After Landlord's right to use the Landlord Access commences, Tenant shall provide Landlord a copy of any key to the gate, and Landlord may use the gate but shall keep such gate closed and locked at such times as Landlord is not using the Landlord Access. Additionally, Landlord shall be solely responsible, at Landlord's sole cost and expense, for the maintenance, repair, replacement, and improvement of the Landlord Access. Landlord shall perform all such maintenance, repair, replacement, and improvement in a good and workmanlike manner that minimizes interference with Tenant's operations pursuant to the Lease or Tenant's rights granted pursuant to the Lease. Tenant, at Tenant's sole cost and expense, may relocate the Landlord Access as desirable for the use of the Premises so long as the relocation reasonably allows Landlord continued access to its adjoining property.

31. Confidentiality. All information acquired by Landlord or any of its designated representatives (including by way of example, but not in limitation, the officers, directors, shareholders and employees of Landlord, and Landlord's consultants, counsel, lenders, and the officers, directors,

shareholders and employees of each of them) with respect to Tenant, including, without limitation, with respect to the terms of this Lease (collectively, the "Confidential Information") shall be used solely for purposes of negotiating and fulfilling the terms of this Lease and for no other purpose whatsoever. All Confidential Information that is not published as public knowledge or that is not generally available in the public domain shall be kept in strict confidence by Landlord and shall not be disclosed to any individual or entity other than to those authorized representatives of Landlord who require any portion of the Confidential Information to assist Landlord in its negotiation and fulfillment of the terms of this Lease and who Landlord has bound to a confidentiality agreement requiring such party's compliance with the terms of this Section 31; provided, however, that Landlord shall have the right to disclose any such information if required by applicable law or as may be necessary in connection with any court action or proceeding with respect to this Lease.

Tenant shall have the right to disclose any information with respect to Landlord and with respect to the terms of this Lease as required by applicable law or as may be reasonably necessary in connection with any federal, state or local or permitting, approvals or entitlements or off-takers of solar power with respect to the Intended Use, or in any court action or proceeding with respect to this Lease.

32. Amendment; Entire Agreement; Interpretation. This Lease may only be amended or modified by a written instrument signed by both Landlord and Tenant. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. This Lease shall create the relationship of landlord and tenant between the parties. Nothing herein shall be deemed to create any partnership, joint venture, or agency relationship between the parties. Neither party shall make any representation or statement (whether oral or written) to any person or entity inconsistent with this provision. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others. Time is of the essence of this Lease. This Lease shall not be binding (and not deemed an offer, reservation, or option to Lease) until executed by both Landlord and Tenant.

33. Execution by Landlord. Landlord and the undersigned person executing this Lease represent and warrant that the undersigned person executing this Lease on behalf of Landlord has due and proper authority to do so and to bind Landlord to this Lease and all terms, covenants and conditions thereof and that this Lease is a legal, valid, and binding obligation of Landlord enforceable in accordance with its terms.

34. Counterparts and Email/PDF. This Lease may be executed in counterpart or by emailing .pdf or other compressed digital files, or any combination of the foregoing. All counterparts together shall constitute one and the same Lease.

35. Attorneys' Fees: The Tenant shall reimburse Landlord for up to One Thousand and No/100 Dollars (\$1,000.00) of its reasonable and necessary attorney's fees incurred in connection with the negotiation and execution of this Agreement.

36. Estoppel. Within fifteen (15) business days after written request therefor by Tenant, Landlord agrees to deliver a certificate to Tenant, Tenant's lender (if applicable) and any proposed

purchaser of the ownership interests of Tenant (if applicable), in a commercially reasonable form (subject to reasonable modification by any applicable purchaser or Tenant's lender) to Tenant's lender or to any proposed purchaser and/or to Tenant setting forth the terms of the Lease, the absence of default thereunder, and such other reasonable terms requested by Tenant, lender or purchaser. In the event Landlord fails to respond within such fifteen (15) business day period, then, in addition to such failure constituting an event of default, all matters set forth in the estoppel certificate shall be deemed to be true, accurate and complete.

37. Leasehold Financing.

(a) Tenant, any successor or assignee of Tenant, or any holder of a sublease or license (each hereinafter sometimes referred to as an "Obligor") may at any time mortgage, pledge, or encumber to any entity (herein, a "Lender") all or any portion of the Obligor's rights and interests under this Lease or such sublease or license, in each case without the consent of Landlord. For purposes of this Lease, each entity which now or hereafter is the recipient or beneficiary of any such mortgage, pledge, or encumbrance and whose lien or encumbrance is now or hereafter recorded in the official records of the County in which the Premises is located, shall be referred to in this Lease as a "Lender".

(b) Tenant and Landlord expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in subsection (a) above, then notwithstanding any other provision of this Lease to the contrary:

(i) Landlord and Tenant will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of this Lease, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender, without such Lender's consent.

(ii) Each Lender shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Lease by the Obligor that is party to such Lender's mortgage, pledge or encumbrance, and any such action performed by such Lender shall be as effective to prevent or cure a default under this Lease and/or a forfeiture of any of such Obligor's rights under this Lease as if done by such Obligor itself.

(iii)



[REDACTED]

(iv) [REDACTED]

(c) There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including the Lenders) having an interest in the Lease or in the estate of Landlord and Tenant shall join in a written instrument effecting such merger and shall duly record the same.

(d) Landlord shall, at Tenant's or a Lender's request, provide to Tenant and such Lender (i) confirmation that such Lender is a "Lender" for purposes of this Lease, (ii) a consent and estoppels acknowledging the Lender's mortgage or other lien or encumbrance, confirming the continuing effectiveness of this Lease, identifying any modifications hereto and any breaches or defaults hereunder, and containing such other information and agreements as Tenant or such Lender may reasonably request, and (iii) such other certificates or affidavits as Tenant, such Lender or any title company selected by either Tenant or such Lender may reasonably request. Landlord shall duly execute and return same to Tenant and/or Lender within ten (10) days of Tenant's or Lender's request therefor. Should Landlord fail to timely execute and deliver the consent and estoppel, then Tenant and/or Lender may rely on the contents thereof and the consent and estoppel shall be conclusively binding upon Landlord.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease under seal as of the day and year first above written.

LANDLORD:

Robert J. Hodgen Jr. (SEAL)  
Robert Hodgen, Jr.

Sherri H. Hodgen (SEAL)  
Sherri H. Hodgen



State of Kentucky  
County of Marion

The above, Robert Hodgen, Jr and Sherri H. Hodgen  
personally appeared before me and acknowledged and swore  
to the above as being true. this 21<sup>st</sup> day of April, 2020

*Lisa Kally Martin*  
My Commission Expires  
4/3/2020  
#557163

TENANT:

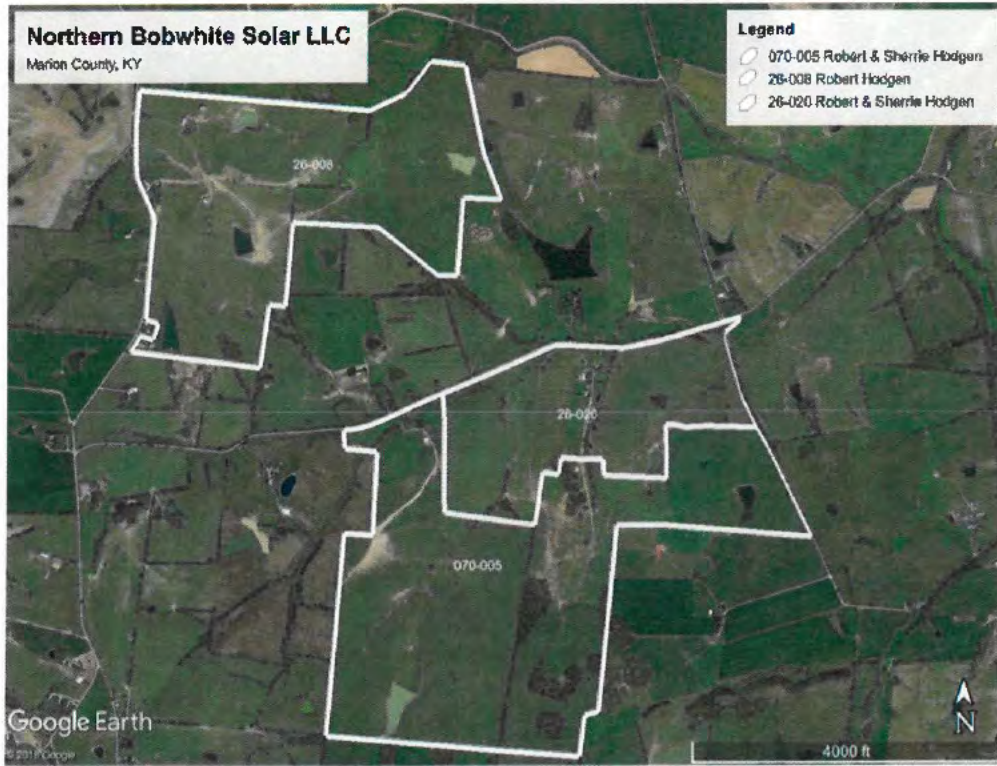
NORTHERN BOBWHITE SOLAR, LLC

By: \_\_\_\_\_  
Name: MURGEN FEHR  
Title: MANAGER



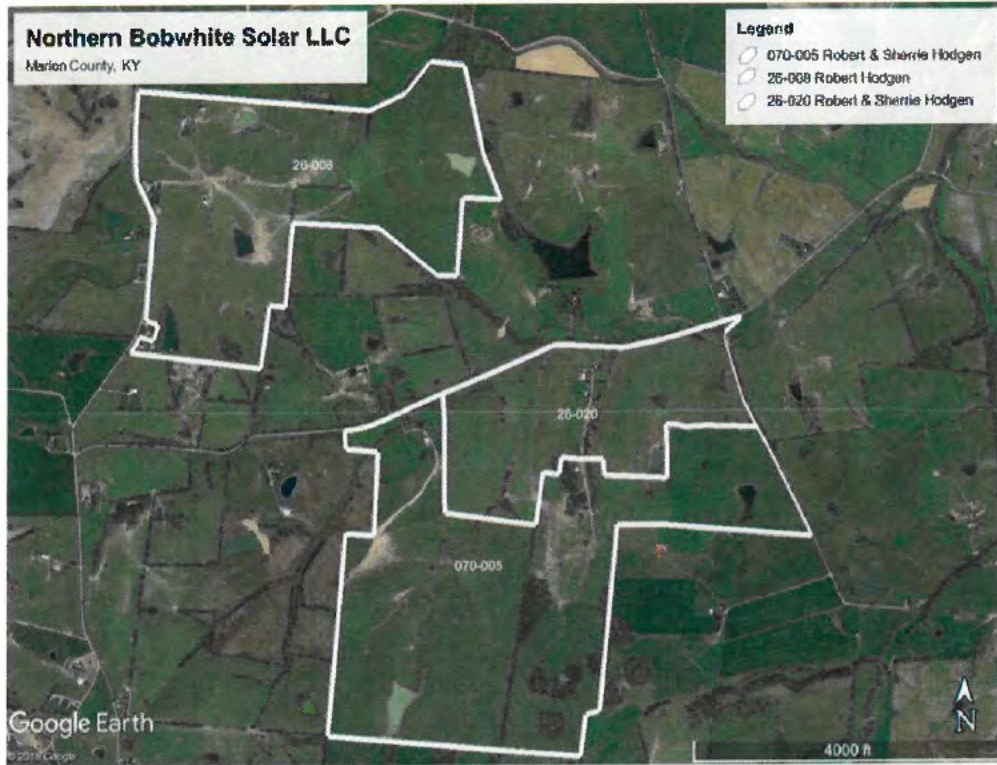
**EXHIBIT A**

**LAND**

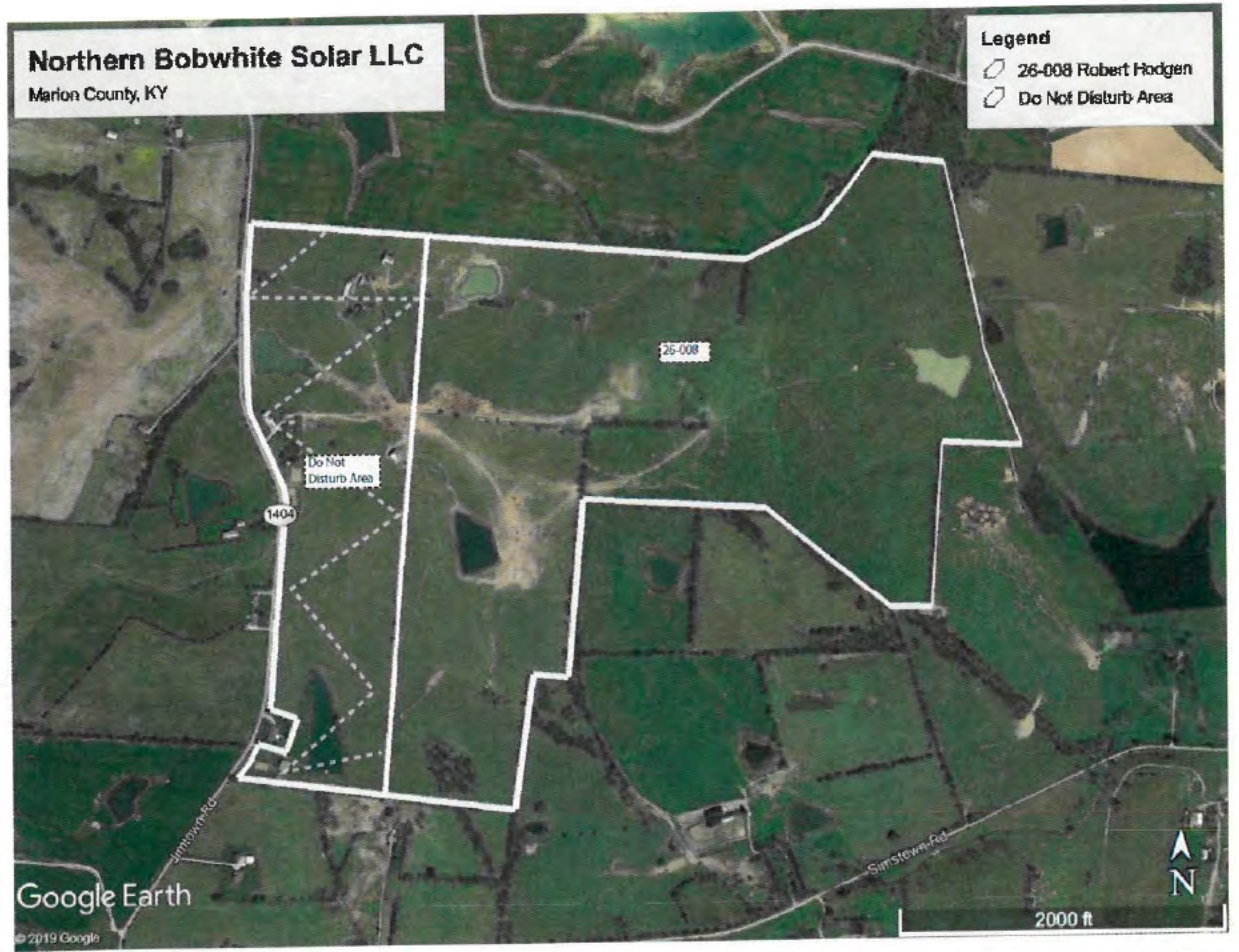


**EXHIBIT B.**

Premises



**EXHIBIT B.1**  
**Do Not Disturb Area**



**EXHIBIT C.**

**Memorandum of Lease**

THIS INSTRUMENT PREPARED BY  
AND RETURN TO AFTER RECORDING:  
Northern Bobwhite Solar LLC  
7804-C Fairview Rd #257  
Charlotte, NC 28226

By: \_\_\_\_\_  
Juergen Fehr, Manager

COMMONWEALTH OF KENTUCKY

COUNTY OF MARION \_\_\_\_\_

**MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT**

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this 21<sup>st</sup> day of April, 2020, by and between **ROBERT HODGEN, JR. and wife, SHERRI H. HODGEN** (collectively, "Landlord") and **NORTHERN BOBWHITE SOLAR LLC**, a Kentucky limited liability company ("Tenant"), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated \_\_\_\_\_, 20\_\_ (the "Lease"). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel Nos. of 070-005, 26-008, and 26-020 containing approximately 707.734 acres, located at 2500 Simmstown Road, 2926 Simmstown Road, and 2800 Jintown Road., Marion and Washington County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

1. Leased Property: All that certain property more particularly described on Exhibit A is referred to in the Lease as the "**Land**". The portion of the Land delineated in the Survey and described on Exhibit B attached hereto and made a part hereof, together with "all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon" is referred to in the Lease as the "**Premises**".
2. Term: Commencing upon the date of the Lease and expiring on the date that two hundred forty (240) months following the Rent Commencement Date (as defined in the Lease).
3. Renewal Terms: Four (4) renewal terms of five (5) years each.
4. Right to Terminate: Tenant has the right to terminate the Lease:

- i. In the event that its power purchase agreement or other agreement under which Tenant provides power generated at the Premises to a third party is terminated for any reason whatsoever; or
- ii. If the Contingencies (as defined in the Lease) are not satisfied, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, prior to the Rent Commencement Date; provided however, that Tenant's right to terminate the Lease pursuant to this subsection ii. shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

5. Operations Easements: Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Land across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "**Adjacent Property**"), to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under the Lease and the operation of the Premises for the Intended Use (as defined in the Lease), for the benefit of Tenant (collectively, the "**Easements**"), which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

(i) An exclusive easement for electrical interconnection purposes;

(ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;

(iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from other adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time; and

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land;(C) Battery Energy Storage System that will store electricity along with related equipment, fixtures,

appliances, appurtenances and improvements related thereto, and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

6. Landlord Easements:

To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall, to the extent Landlord is authorized to do so, grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

7. Tenant Easements:

Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord

covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, said Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.

This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

*[The remainder of this page is intentionally omitted]*

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

\_\_\_\_\_(SEAL)  
Robert Hodgen, Jr.

\_\_\_\_\_(SEAL)  
Sherri H. Hodgen

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
Robert Hodgen, Jr.	Individual
Sherri H. Hodgen	Individual

Date: \_\_\_\_\_

\_\_\_\_\_, Notary Public  
(print name)

(official seal)

My commission expires: \_\_\_\_\_

[AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]



IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

**TENANT:**

**NORTHERN BOBWHITE SOLAR, LLC,**  
a Kentucky limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(print name)

(official seal)

My commission expires: \_\_\_\_\_

[AFFIX NOTARY SEAL BELOW – NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

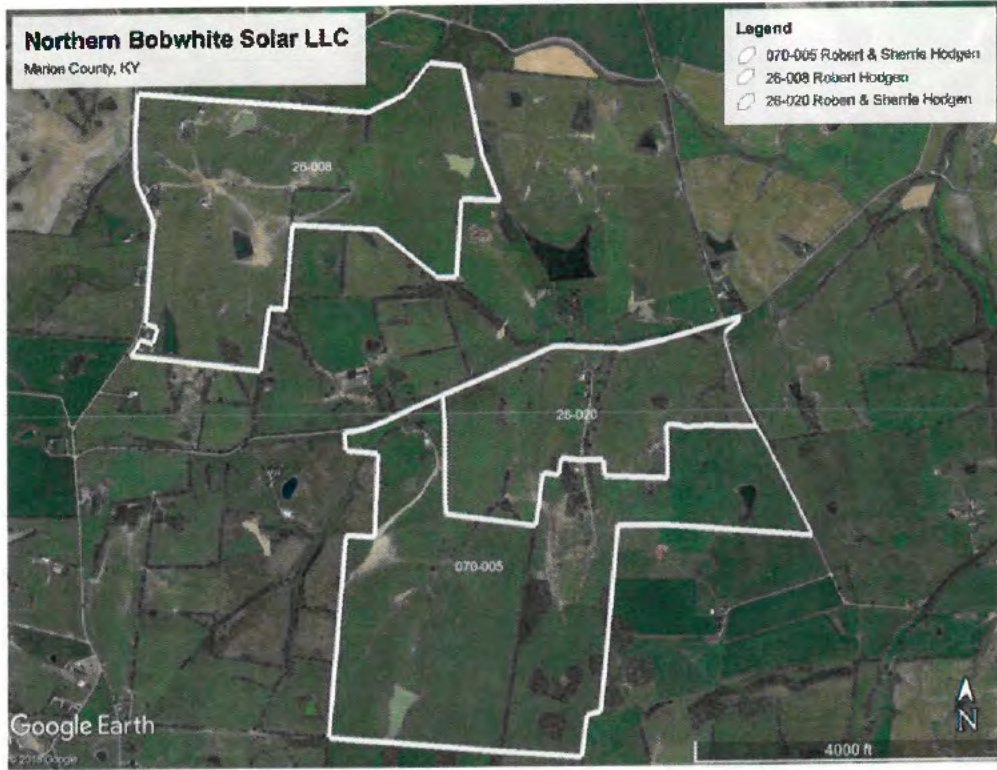
**EXHIBIT A**

**Land**

BEING THE SAME PROPERTY CONVEYED TO LANDLORD BY  
DEED DATED F \_\_\_\_\_ OF RECORD IN DEED BOOK  
\_\_\_\_\_, PAGE \_\_\_\_\_, IN THE OFFICE OF THE CLERK OF  
MARION COUNTY, KENTUCKY.

**EXHIBIT B**

Premises



## EXHIBIT D

### Template Decommissioning Plan

#### 1. INTRODUCTION

##### 1.1 Project Background

(Project description, size, location and acreage of land use). The solar photovoltaic power array owned by Northern Bobwhite Solar, LLC, ("**Project**"), is anticipated to operate for a period of no less than 20 years under a power purchase agreement from (Utility/Commercial-Industrial Consumer). It is anticipated that the Project will use the existing technology up to an additional (twenty years) for a total operating period of (40) years. At the completion of its operating life, the Project will either be redeveloped with modern equipment, or it will be decommissioned and removed from the site in accordance with this plan.

##### 1.2 Objectives

The objective of this Decommissioning Plan, ("**Plan**"), is to provide the requisite financial surety to guarantee the decommissioning of the Project.

##### 1.3 Plan Conditions:

Prior to commencing with any decommissioning activities in accordance with this Plan, Northern Bobwhite Solar, LLC will provide documentation to process the appropriate permit(s). If the Project is to be redeveloped, a new building plan permit will be processed before any installation of new equipment. Decommissioning the Project will allow the parcels that were changed under the Project's (CUP/SUP) to be returned to their original zone classifications.

#### 2. DECOMMISSIONING OF FACILITY AFTER CEASING OPERATION

##### 2.1 General Environmental Protection

During decommissioning and restoration activities, general environmental protection and mitigation measures will be implemented. Many activities during decommissioning will be comparable to the construction phase, including the use of heavy equipment on site, preparing staging areas, and restoring constructible areas.

##### 2.2 Pre-Decommissioning Activities

Prior to engaging in decommissioning activities, Northern Bobwhite Solar, LLC will provide documentation to process the appropriate permits in accordance with all relevant county, state and federal statutes in place at the time of decommissioning.

Prior to any decommissioning or removal of equipment, staging areas will be delineated as appropriate. At the end of the Project's useful life, it will first be de-energized and isolated from all external electrical lines. All decommissioning activities will be conducted within designated areas; this includes ensuring that vehicles and personnel stay within the demarcated areas. Work to decommission the collector lines and Project-owned transmission lines will be conducted within the boundaries of the municipal road allowance and appropriate private lands.

### 2.3 Equipment Decommissioning and Removal

The basic components of the Project are photovoltaic (PV) modules, mechanical racking system, electrical cabling, inverter racks, transformers and concrete pads as described below.

- **Modules:** The modules will be removed by hand and placed in a truck to be returned for recycling or disposal as described below in section 2.4.
- **Mechanical racking system:** will be removed with an excavator with a demolition thumb. The recyclable metal will be loaded on trucks and hauled away in accordance with section 2.9.
- **Inverters Racks and Inverters:** The inverters and its racks will be removed by hand and loaded on trucks for recycling in compliance with section 2.5.
- **Transformers:** Transformers will be removed in compliance with section 2.5 and then loaded on to a truck with a crane and sent for recycling.
- **Concrete pads:** The equipment will be disconnected and transported off site by truck. The concrete foundations and support pads will be broken up by mechanical equipment (backhoe-hydraulic hammer/shovel, jackhammer), loaded onto dump trucks and removed from the site. Smaller pre-cast concrete support pads and/or pre-manufactured metal skids will be removed intact by cranes and loaded onto trucks for reuse, or will be broken up and hauled away by dump trucks.

### 2.4 PV Module Collection and Recycling

All modules will be disconnected, removed from the trackers, packaged and transported to a designated location for resale, recycling or disposal. Any disposal or recycling will be done in accordance with applicable laws and requirements. The connecting underground cables and the junction boxes will be de-energized, disconnected, and removed. The mechanical racking system supporting the PV modules will be unbolted and dismantled by laborers using standard hand tools, possibly assisted by small portable cranes. All support structures will be completely removed by mechanical equipment and transported off site for salvage or reuse. Any demolition debris that is not salvageable will be transported by truck to an approved disposal area. Other salvageable equipment and/or material will be removed for the site for resale, scrap value or disposal.

### 2.5 Electrical Equipment and Inverters

All decommissioning of electrical devices, equipment, and wiring/cabling will be in accordance with local, state and federal laws. Any electrical decommissioning will include obtaining required permits, and following applicable safety procedures before de-energizing, isolating, and disconnecting electrical devices, equipment and cabling.

Decommissioning will require the removal of the electrical equipment, including inverters, transformers, underground/aboveground cables and overhead lines. Equipment and material may be salvaged for resale or scrap value depending on the market conditions.

### 2.6 Roads, Parking Area

All access roads and the parking area will be removed to allow for the complete rehabilitation of these areas unless the landowner provides written consent to retain these features. Typically, the granular base covering of these areas will be removed using a wheel loader to strip off the material and dump trucks to haul the aggregate to a recycling facility or approved disposal facility. The underlying subsoil, if exhibiting significant compaction (more likely for the site entrance road than the interior access roads), will then be diced using a tractor and disc attachment to restore the soil structure and to aerate the soil. Clean topsoil will be imported on site by dump truck, replaced over the area and leveled to match the existing grade.

### 2.7 Other Components

Unless retained for other purposes, removal of all other facility components from the site will be completed, including but not limited to surface drains, access road cross-culverts, and fencing. Anything deemed usable shall be recovered and reused elsewhere. All other remaining components will be considered as waste and managed according to local, state, and federal laws. For safety and security, the security fence will be dismantled and removed from the site after all major components, PV modules, tracker system and foundations have been removed.

## **2.8 Site Restoration**

The following activities will be undertaken to restore the site to substantially its previous condition;

- Site cleanup, re-grading to original contours and, if necessary, restoration of surface drainage swales and ditches.
- Any trenches/drains excavated by the Project will be filled with suitable materials and leveled.
- Any road, parking area will be removed completely, filled with suitable sub-grade material and leveled.
- Any compacted ground will be tilled, mixed with suitable sub-grade materials and leveled.
- Topsoil will be spread as necessary to ensure suitable conditions for vegetation re-growth and reseeded with native seed mix to promote vegetation.

The project fence and existing fire access roads may remain in place upon written consent of the landowner.

## **2.9 Management of Wastes and Excess Materials**

All waste and excess materials will be disposed of in accordance with local, state and federal laws. Waste that can be recycled under municipal programs will be done accordingly. Waste that requires disposal will be disposed of in a state licensed facility by a state licensed hauler.

## **2.10 Emergency Response and Communications Plans**

During decommissioning, Northern Bobwhite Solar, LLC will coordinate with local authorities, the public, and others as required to provide them with information about the ongoing activities. Besides regular direct/indirect communication, signs will be posted at the Project facility to give information to the local public and visitors. The Northern Bobwhite Solar, LLC contact information (telephone number, email and mailing address) will be made public for those seeking more information about the decommissioning activities and/or reporting emergencies and complaints. All inquiries will be directed to the Northern Bobwhite Solar, LLC Representative who will respond to any inquiry. In the event of an emergency, Northern Bobwhite Solar, LLC will mobilize its resources to the site to respond to the event. Personnel involved in decommissioning will be trained in the emergency response and communications procedures. Emergency response procedures will be prepared prior to decommissioning.

# **3. PROJECT DECOMMISSIONING COST ESTIMATE**

## **3.1 Cost Estimate:**

Northern Bobwhite Solar, LLC shall provide a detailed Decommissioning Cost Estimate, prepared by a Kentucky Licensed Engineer, prior to the issuance of building permits, which shall include the following:

- a) the gross estimated cost to perform Decommissioning as set forth in Section II above ("**Gross Cost**");
- b) an increase of the Gross Cost by 10% in order to eliminate any discrepancy in cost estimation techniques ("**Contingency**");
- c) the estimated resale and salvage values associated with the Project equipment ("**Salvage Value**");

- d) a reduction from the Salvage Value by 10% such that only 90% of the Salvage Value can be used as a credit against the Gross Cost and Admin Factor. The Salvage Value multiplied by 90% is the ("Salvage Credit").

Thus the Decommissioning Cost Estimate formula is:

Gross Cost + Contingency - Salvage Credit = the "**Decommissioning Cost Estimate**".

The Decommissioning Cost Estimate shall be an amount equal to at least \$500 per acre.

The Decommissioning Cost Estimate shall include a table allocating the net cost estimate across the Project area, based on the percentage of generating capacity in megawatts (MW) on each property ("Allocation Areas"). The Allocation Areas will be divided based upon the lease areas, however Allocation Areas will reference the underlying land, in case ownership of the underlying land changes control during the life of the Project.

### **3.2 Security:**

Northern Bobwhite Solar, LLC will provide an amount equal to the Decommissioning Cost Estimate (as determined by a Kentucky Licensed Engineer, per section 3), ("**Decommissioning Security**").

Decommissioning Security shall be provided by Northern Bobwhite Solar, LLC prior to the Commercial Operation Date and shall be increased every five years based on an assumed 2.5% annual inflation rate.

The Decommissioning Security may be in one of the following forms: (i) cash to be held in escrow by the County Treasurer or a bank or title company, or (ii) a letter of credit from a financial institution reasonably acceptable to the County which shall be irrevocable unless replaced with cash or other form of security reasonably acceptable to County (each a form of "**Acceptable Credit Support**").

In the event that security similar to the Decommissioning Security is required by any governmental entity, such security shall be credited against the Decommissioning Security, and Northern Bobwhite Solar, LLC shall deposit the higher amount as Acceptable Credit Support, which deposit may be split into more than one deposit to the extent reasonably required under the circumstances.

Northern Bobwhite Solar, LLC, Landlord, and, if applicable, the applicable governmental entity and bank or title company shall enter into an escrow agreement to govern the review of the work required hereunder and the disbursement of the Decommissioning Security consistent with this decommissioning plan. If the governmental entity requires, the escrow shall be administered by such governmental entity, and if not so required, shall be administered by a bank or title company reasonably determined by Northern Bobwhite Solar, LLC.

## SOLAR GROUND LEASE AGREEMENT

THIS SOLAR GROUND LEASE AGREEMENT (this "Lease") is made and entered into as of the 31 day of October, 2019 (the "Effective Date"), by and between **EDWARD D. LUCKETT and wife, \_\_\_\_\_** (collectively, "Landlord") and **NORTHERN BOBWHITE SOLAR LLC**, a Kentucky limited liability company ("Tenant").

### WITNESSETH:

In consideration of \_\_\_\_\_ to be paid from Tenant to Landlord on or before the date that is thirty (30) days after the Effective Date and the rent to be paid to Landlord by Tenant, as hereinafter provided, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, real property containing approximately 89.2 acres, located at 695 Radio Station Road, Marion County, Kentucky and in substantially the location set forth on Exhibit B attached hereto and all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the property and the improvements now or in the future located thereon (the "Premises"), to be occupied and used upon the terms and conditions set forth herein. The Premises are a portion of that certain property with Tax Parcel No. of 064-001A containing approximately 101.01 acres, and located in substantially the location shown in Exhibit A attached hereto and by this reference made a part hereof (the "Land").

1. Term of Lease; Extension Terms; Termination Rights; Contingencies/Due Diligence.

(a) The term of this Lease (including any extensions or renewals, the "Term") shall commence on the Effective Date and shall end at 11:59 P.M. local time on the date that is two hundred forty (240) months after the Rent Commencement Date (as hereinafter defined) (the "Expiration Date"), unless extended or sooner terminated as herein provided; provided, however that if the Rent Commencement Date is other than the first day of a calendar month, the Term shall be extended automatically until 11:59 P.M. local time on the last day of the calendar month in which the Term otherwise would expire.

(b) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to extend the initial two hundred forty (240) month Term granted herein for up to four (4) additional, consecutive terms of five (5) years each (each a "Extension Term" and collectively, the "Extension Terms") by providing Landlord with written notice of Tenant's election to extend the Term for the applicable Extension Term prior to the date that is three (3) months prior to the Expiration Date (or prior to the expiration of the then current Extension Term, as applicable). For the avoidance of doubt, the first Extension Term shall commence on the last day of the initial Term with no gap in between, and each subsequent Extension Term shall commence on the last day of the previous Extension Term with no gap in between.

(c) If Tenant is not then in default under the terms of this Lease, Tenant shall have the right to terminate this Lease in the event that its power purchase agreement or other agreement under which Tenant provides power generated or stored at the Premises to a third party is terminated for any reason whatsoever. Upon a termination of this Lease by Tenant permitted hereunder, this Lease shall terminate and become null and void, and Tenant shall have no further obligations hereunder (other than the payment of accrued and unpaid rent, the obligation to restore the Premises set forth in Section 14, and those obligations, if any, that are stated herein to expressly survive the expiration or earlier termination of this Lease).



(d) Tenant's obligation to perform hereunder shall be subject to the satisfaction (or waiver) of the following contingencies (collectively the "Contingencies"):

(i) Tenant obtaining all necessary approvals from state, federal and local authorities required by Tenant to construct its proposed improvements and to operate the Premises for the Intended Use (as hereinafter defined),

(ii) Tenant's entering into power purchase agreement(s) and renewable energy credit purchase agreement(s) for the proposed improvements and operations at the Premise to Tenant's satisfaction,

(iii) Tenant's review and approval of title and survey matters with respect to the Premises, the environmental condition of the Premises and the physical condition of the Land,

(iv) Tenant's receipt of the subordination, non-disturbance and recognition agreements contemplated in Section 22,

(v) Tenant deciding to lease the Premises in lieu of other sites being considered by Tenant prior to the Rent Commencement Date, and

(vi) Tenant's review and approval of any other matters that Tenant deems relevant to determining whether Tenant's leasing of the Premises is economically and otherwise feasible.

If Tenant is unable to satisfy the Contingencies to Tenant's satisfaction prior to the Rent Commencement Date, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, Tenant may terminate this Lease by giving written notice to Landlord prior to the Rent Commencement Date; provided however, that Tenant's right to terminate this Lease under this Section 1(d) shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

As part of Tenant's due diligence, Tenant shall be entitled to conduct (at its expense) such testing of the Premises as Tenant shall determine necessary in its discretion, including without limitation, one or more environmental audits or assessments, and to physically inspect and review the Premises, which investigation shall be of such scope as Tenant determines. During the performance of such diligence, Tenant shall use commercially reasonable efforts to minimize to the extent reasonably possible any interference with Landlord's ongoing use of the Premises, to the extent permitted under this Lease, and only upon prior notification, either oral or by agreed upon e-mail or text messaging, to Landlord of any intended on site activities, which notice Tenant shall in good faith attempt to provide at least forty-eight hours prior to such entry. Any trenches, borings or other land disturbances incurred during the testing period shall be fully restored and regraded as soon as is reasonably practicable under the circumstances after such disturbances occur.

Prior to the Rent Commencement Date, Tenant shall (at its expense) obtain a survey of the Land (the "Survey") that shall show the boundary line of the Premises and otherwise be sufficient to constitute a legal subdivision of the Premises from Landlord's land of which the Premises is a part upon the recordation of the Survey in the appropriate office, if required. The delineation of the Premises on the Survey shall be deemed inserted as Exhibit B to this Lease, automatically replacing any previous Exhibit B.

As part of its inspections and performance of the Survey, Tenant may elect to reduce the Land subject to this Lease, for any reason or no reason, for all or part of the Premises by delivering written notice

to Landlord at any time and for any reason. Landlord agrees that Tenant may terminate pursuant to the foregoing a portion of the Premises ("Released Premises") so long as Landlord has access to the Released Premises. The portion of the Premises remaining after any partial termination of this Lease shall thereafter be the "Premises" for purposes of this Lease, and all payment amounts based on acreage shall be adjusted to the amount of acreage of the Premises not terminated. In the event that Tenant elects such partial termination, the Survey (reflecting such termination) shall be incorporated into Exhibit B as if fully set forth therein without amendment to this Lease, and that for purposes of determining the amount of rent payable hereunder, the size of the Premises and the delineation of acreage as shown on the Survey shall be binding on the parties hereto.

2. Construction Notice; Construction Rent; Crop Loss Payment.

(a) Tenant shall provide Landlord notice of its intent to commence construction of the solar farm on the Premises (the "Construction Notice"). The Construction Notice shall include the date on which Tenant intends to commence construction ("Construction Start Date"). Tenant shall deliver the Construction Notice at least thirty (30) days prior to the Construction Start Date. For purposes of this Lease, "construction" shall be defined as Tenant taking any of the following actions: i) issuing an unlimited notice to proceed to the general contractor, ii) mobilization of machinery, equipment, or personal property onto the Premises for the purpose of building the improvements, or iii) the installation of permanent improvements upon the Premises.

(b) Following the Construction Start Date but prior to the Rent Commencement Date (such period being referred to as the "Construction Period"),

on the Premises then in effect (the "Construction Rent"), in two equal installments per year with the first rent installment payable on or before the Construction Start Date and, the second rent installment being due on or before the date that is six (6) months following the Construction Start Date, and subsequent payments of rent being every six (6) months thereafter. The payment of rent for any fractional calendar year during the Term shall be prorated.

(c) In addition to the other rent contemplated in Section 2 and subject to the remainder of this Section 2(c), in the event any crops are damaged by Tenant's initial construction of its intended solar farm during the Construction Period,

3. Rent; Rent Escalation; Rent Commencement Date.

(a) Beginning on the Rent Commencement Date (as defined below and subject to the extensions described below), annual rent shall equal [REDACTED] of land located within the Premises (prorated for any fractional acres), as determined by the Survey. If Tenant elects to terminate in accordance with Section 1(d) of this Lease, no rent shall be due or payable.

(b) Annual rent during the Term shall be payable annually, with the first rent installment payable on or before the date that is thirty (30) days after the Rent Commencement Date and prorated based on the portion of the calendar year during which the Rent Commencement Date occurs that is between the Rent Commencement Date and the next December 31<sup>st</sup>, the second rent installment being due on or before the date that is thirty (30) days following the first January 1<sup>st</sup> following the Rent Commencement Date, and subsequent payments of rent being due within thirty (30) days of each January 1<sup>st</sup> thereafter. The payment of rent for any fractional calendar year during the Term shall be prorated.

(c) [REDACTED]

(d) [REDACTED]

(e) [REDACTED]

(f) [REDACTED]

(g)

(h)

4. Utilities. During the Term, Tenant shall pay for all public utilities used in or at the Premises by Tenant.

5. Alterations. Tenant shall install a fence around the perimeter of the Premises at least six (6) feet high, along with adequate security devices and signage appropriate to a solar farm where electricity is generated, and Tenant shall be solely responsible for the maintenance in good order of such fence, security devices and signage throughout the Term. Tenant may, at its expense, make any other alterations, additions, improvements and changes (including, without limitation, removal of existing improvements and fixtures and trees and plants) to the Premises as it may deem necessary or desirable in connection with its Intended Use of the Premises, without the consent of Landlord. Such alterations, improvements, and changes may, in Tenant's sole discretion, include the cutting, removal, and sale of any timber or trees, including, without limitation, any remaining stumps, on the Premises; in the event that Tenant requests, Landlord shall execute and deliver a timber deed in commercially reasonable form to evidence such rights of Tenant in the timber and trees. Proceeds from the harvesting of timber after removal costs shall be paid to the Landlord. Any and all such alterations, additions, improvements or changes conducted by Tenant shall be done in compliance with applicable laws. Landlord agrees to sign any permit applications, to the extent required by law, and to take all such other actions as are reasonably required to allow Tenant to accomplish any such alterations, additions, improvements and changes to the Premises, including, but not limited to, United States Corps of Engineers permits, erosion control, and tax documents. Notwithstanding anything to the contrary contained in this Lease, Tenant may withhold any rent payments until Landlord has complied with the prior sentence. Any and all improvements constructed on the Premises by or for Tenant, and all machinery, fixtures, trade fixtures, furniture, equipment, and other personal property installed or placed in the Premises by or for Tenant (including, without limitation batteries or other storage facilities, solar modules, panels, and other equipment), shall, regardless of the manner of attachment to the Premises or the improvements thereon, be and at all times remain the property of Tenant and shall be removed by it upon the expiration or earlier termination of this Lease as provided in Section 14.

6. Do Not Disturb Area. The area shown on Exhibit B.1 shall be excluded from the Premises.

7. Use and Occupancy. Tenant shall be entitled to use the Premises for operation of a solar photovoltaic power array for the generation of electric power, and a Battery Energy Storage System that will store electricity along with related equipment, vegetative cover, plants, trees, shrubs, agricultural use, fixtures, appliances, appurtenances and improvements related thereto and ancillary and associated uses (the "Intended Use") and for no other use without the written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant agrees that no unlawful use of the Premises will be

made. Landlord shall deliver sole and exclusive possession of the Premises to Tenant on the Effective Date subject only to Landlord's right to continue to farm the Premises in the current manner being farmed until the giving of the "Construction Notice" at which point Landlord will vacate the Premises as provided in Section 2. For the avoidance of doubt, the continued farming of the Premises shall be performed in such a manner as to not interfere with Tenant's rights under this Lease.

8. Insurance.

(a) Tenant shall, after its improvements are completed, keep such improvements insured against loss or damage by fire, windstorm, earthquake and similar hazards in commercially reasonable amounts determined by Tenant.

(b) Beginning on the Effective Date, Tenant, at its sole cost and expense, shall keep or cause to be kept Commercial General Liability Insurance (1986 ISO Form or its equivalent) with a combined single limit of at least One Million Dollars (\$1,000,000.00) each Occurrence and at least Two Million Dollars (\$2,000,000.00) in the aggregate-per location, which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises.

(c) Any provisions herein to the contrary notwithstanding, Landlord and Tenant mutually agree that, in respect to any loss which is covered by insurance then being carried by them respectively (or which would have been covered had such party maintained the insurance required hereunder), the one carrying such insurance and suffering said loss hereby releases the other of and from any and all claims with respect to such loss, and waives any rights of subrogation which might accrue to the carrier of such insurance.

(d) All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the Commonwealth of Kentucky and shall name the Landlord as an additional insured. Tenant shall deliver to Landlord certificates evidencing the existence and the amount of such insurance, or renewals of them or binders to them.

9. Taxes.

(a) Tenant shall pay when due all ad valorem taxes and assessments that may be imposed upon the Premises beginning on the date that Tenant actually commences construction in the solar farm described in the Construction Notice until the end of the Term by applicable governmental entities, including, without limitation, all ad valorem taxes and assessments levied upon the improvements made to the Land by Tenant or upon any other property installed in or brought onto the Premises by Tenant and any roll-back taxes that become due as a result of such construction (but excluding any taxes applicable to the period prior to the beginning of the Term other than the roll-back taxes described above). Furthermore, in the event that the Premises is a part of a larger tax parcel owned by Landlord and ad valorem taxes on such tax parcel increase as a result of Tenant's use of the Premises for the Intended Use, the increased taxes resulting from such change of use shall be equitably apportioned as to Landlord and Tenant in a pro-rata manner such that Tenant is responsible only for such costs as they relate to the Premises or to the extent proven to be in addition to those Landlord would otherwise be required to pay for the remainder of the tax parcel.

(b) Tenant may contest the legal validity or amount of any taxes, assessments, or other charges for which it is responsible under this Lease, and may institute such proceedings as it considers necessary. Tenant shall bear all expenses in pursuing such contest or proceeding. With respect to any taxes for which Tenant is responsible that may constitute a lien on the Property, Tenant shall promptly pay such taxes unless the proceeding in which it contests such tax shall operate to prevent or stay the collection of the taxes so contested or unless Tenant removes any such lien by bonding or otherwise. Landlord agrees to render to

Tenant all reasonable assistance, at no cost or expense whatsoever to Landlord, in contesting the validity or amount of any taxes, assessments or charges, including joining in the signing of any reasonable protests or pleadings which Tenant may reasonably deem advisable to file; provided, however, that Tenant shall reimburse Landlord for its reasonable attorneys' fees incurred in connection with providing such assistance.

10. Fire or Other Casualty. In the event that the Premises, the improvements thereon, or any portions thereof, are damaged by fire or other casualty during the Term, and if in Tenant's sole judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Premises or the improvements thereon, as the case may be, Tenant may terminate this Lease by written notice to Landlord. The proceeds of any casualty insurance policy maintained by Tenant shall first be applied to the removal and restoration requirements of Tenant as provided herein and, thereafter, be payable to Tenant.

11. Condemnation.

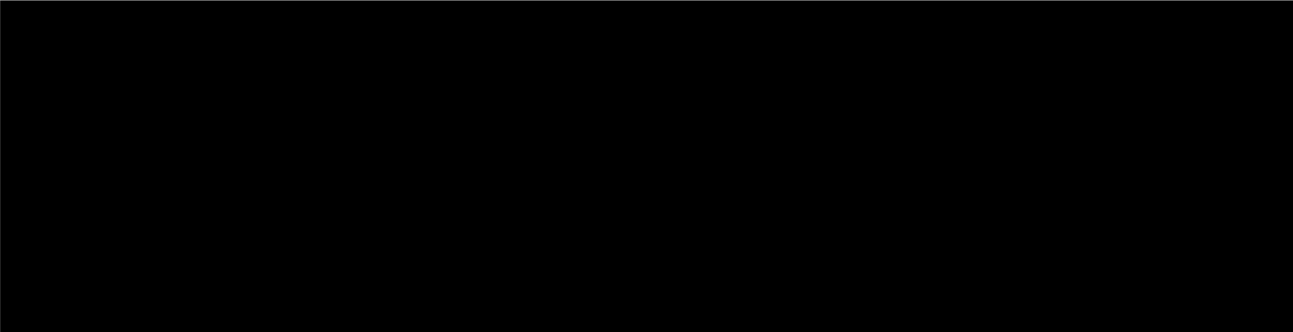
(a) In the event that the whole of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, or such portion thereof that, in Tenant's judgment, the remainder of the Premises is not suitable for Tenant's purposes (herein called a "Total Taking"), then this Lease shall terminate as of the earlier of the date when title thereto vests in the condemnor or the date when possession thereof shall be delivered to the condemnor.

(b) In the event that a portion or portions of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, and such taking does not constitute a Total Taking (herein called a "Partial Taking"), then this Lease, only as to the portion or portions so taken, shall terminate as of the date possession thereof shall be delivered to the condemnor, but otherwise this Lease shall remain in full force and effect. In the case of a Partial Taking, the rent payable under this Lease after possession of the portion so taken shall be reduced based on the acreage so taken.

(c) In the event that Landlord and Tenant are unable to obtain separate awards with respect to their respective interests in the Premises, then, the single award shall be fairly and equitably apportioned between Landlord and Tenant. The portion of the award to be received by Landlord shall be based upon the taking of or injury to the fee simple estate in the Land, but not the improvements thereon. The portion of the award to be received by Tenant shall be based upon the taking and reduction of Tenant's leasehold estate created by this Lease, the taking of any improvements constructed or placed by Tenant on the Land, loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such taking or condemnation. Notwithstanding anything to the contrary contained herein, the amount of award granted to Tenant shall specifically include the value of any improvements or equipment taken or cannot be removed and reasonably reused after the taking or the cost to remove and relocate improvements or equipment on Land that is taken. Tenant shall have the right to participate, at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings; provided, however, Tenant shall not enter into any binding agreement or settlement without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord agrees to cooperate with Tenant and to execute such documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings.

12. Maintenance and Repairs. During the Term, Tenant shall be responsible, at its sole cost and expense, for the repair and maintenance of the Premises.


13. Default.




14. Termination of Lease. Following the expiration or termination of this Lease as hereinabove provided, or pursuant to statute, or by summary proceedings or otherwise, Tenant shall restore the Land (and any other land of Landlord impacted by Tenant's use of the Premises) to substantially its condition as of the Effective Date using prudent engineering practices where applicable, including, without limitation, the removal of all improvements and alterations to the Land or Premises (including, without limitation, all fencing, roads, solar panels and mounting, and other improvements or alterations) and any electrical or communication or other utility poles, lines and connections (unless such lines and connections are used in connection with other property owned by Landlord and Landlord elects to allow such lines and connections to remain); provided, however, that Tenant shall not be obligated to regrade the Land or any other property or replant any crops or plants. The removal and restoration shall be completed in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord.

Tenant may, in its discretion, determine the length of such period following the expiration or termination up to a period of twenty-four (24) months and shall provide Landlord with written notice of such length prior to the date that is thirty (30) days after such expiration or termination. Tenant shall pay Landlord rent for the period beyond the expiration or termination in an amount equal to the annual rent due and payable for the year immediately prior to such expiration or termination prorated based on a daily rate for the actual number of days in such extension. Tenant shall have all rights granted to Tenant under this Lease during the period of such extension, including, without limitation, the right to access the Premises for the purposes of complying with this Section 14. This Section 14 shall survive the expiration or termination of this Lease.

The removal and restoration shall be completed in a manner that is materially similar to the Template Decommissioning Plan attached hereto as Exhibit D and in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord; provided, however, that to the extent applicable laws and regulations conflict with the Template Decommissioning Plan, Tenant shall comply with such laws and regulations in lieu of the applicable portion of the Template Decommissioning Plan except that the amount of security deposit (in the form of a bond or other form required by the governmental entity) deposited by Tenant shall, after giving credit to any security deposit deposited with a governmental entity, be the greater of the amount of security deposit required by the governmental entity or the amount in the Template Decommissioning Plan.

15. Possession After Expiration or Termination. 



16. Binding Effect; Assignment and Subletting. This Lease shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns. Tenant may assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, without Landlord's prior consent but with contemporaneous notice of such assignment.

17. Indemnifications.

(a) Tenant shall defend, indemnify, protect and hold harmless Landlord, and its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Landlord (collectively, including Landlord, the "Landlord Parties") from and against all claims, demands, suits, actions, orders, administrative proceedings, judgments, liabilities, losses, damages, penalties, fines, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "Claims") suffered or incurred by any of the Landlord Parties as a result of, arising out of, or relating to: (a) any acts, omissions or negligence of Tenant, its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Tenant (collectively, including Tenant, the "Tenant Parties") in connection with Tenant Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Landlord Party, and/or (b) a breach of this Lease by Tenant that remains uncured after any applicable notice and cure period. Notwithstanding the foregoing, the Landlord Parties hereby waive any Claims against the Tenant Parties for damage or injury suffered by the Landlord Parties arising as a result of any audible or electromagnetic noise, vibration, electrical interference and radio frequency interference attributable to the Tenant Parties' operations on the Premises or any other property, provided that nothing herein shall be deemed to release Tenant from its obligation to defend, indemnify, protect and hold harmless the Landlord Parties from third party claims under the first sentence of this Section 17(a). The Tenant Parties shall not be liable for losses of rent, business opportunities, profits or any other consequential damages that may result from the conduct of Tenant Parties' uses of or operations on the Premises.

(b) Landlord shall defend, indemnify, protect and hold harmless the Tenant Parties from and against any and all Claims suffered or incurred by any of the Tenant Parties as a result of, arising out of, or relating to: (a) any acts, omissions or negligence of any of the Landlord Parties in connection with Landlord Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Tenant Party, (b) the condition of the Premises that Landlord has knowledge of, or after reasonable inquiry, should have knowledge of, except to the extent any such Claim is caused by the negligence or willful misconduct of a Tenant Party, (c) a breach of this Lease by Landlord that remains uncured after any applicable notice and cure period, and/or (d) any environmental matters and conditions at the Premises, to the extent existing or first occurring before the Effective Date (the "Pre-Existing Environmental Liabilities"). Landlord hereby agrees to and does assume all of the Pre-Existing Environmental Liabilities.

18. Quiet Enjoyment. Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of this Lease (beyond any applicable notice and cure periods), it will defend the right of possession to the Premises in Tenant against all parties whomsoever for the entire Term, and that Tenant shall have peaceable and quiet possession of the Premises during the Term without hindrance or molestation.

19. Waiver. The waiver by any party of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant or agreement herein contained.

20. Notices; Rent Payment. All notices, elections, demands, requests, payments and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by



certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts, addressed to:

To Landlord:

Edward <sup>G.</sup> Lockett

To Tenant:

Northern Bobwhite Solar, LLC  
7804-C Fairview Rd. #257  
Charlotte, NC 28226  
Attn: Walter Putnam

And to:

Kilpatrick Townsend & Stockton LLP  
4208 Six Forks Road, Suite 1400  
Raleigh, NC 27609  
Attn: John Livingston

or at such other address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given.

21. Memorandum of Lease. Landlord and Tenant agree that this entire Lease shall not be recorded. However, contemporaneously with the full execution of this Lease, Landlord and Tenant shall execute and record (to be recorded at Tenant's expense) a memorandum of this Lease in substantially the form attached hereto as Exhibit C, specifying the Effective Date, the Expiration Date, the Extension Terms granted herein, and such other provisions hereof as the parties may mutually agree to incorporate therein, which memorandum of lease shall be in form sufficient to publish notice and protect the validity of this Lease and Tenant's rights hereunder. The memorandum of lease shall be recorded in the Public Registry in the County in which the Land is located.

22. SNDA. No later than the Rent Commencement Date, Landlord shall provide to Tenant a subordination, non-disturbance, and attornment agreement from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Land or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Tenant's rights under this Lease in form and substance acceptable to Tenant. With respect to any future beneficiary of a mortgage or deed of trust, Landlord shall request of such beneficiary a subordination, non-disturbance, and attornment agreement in such form as is acceptable to Tenant for the benefit of Tenant.

23. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

24. Invalidity of Particular Provisions. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25. Landlord's Warranties and Representations. Landlord hereby agrees with, and warrants and represents to Tenant as follows:

(a) Landlord is the owner of the Premises with full right and authority to execute this Lease and to lease the Premises to Tenant in accordance with the terms hereof;

(b) To the best of Landlord's knowledge after due inquiry, the Premises are free from environmental contamination of any sort and complies with any and all applicable laws, rules, regulations and recorded documents;

(c) Landlord has not received any notice of condemnation, zoning change or legal noncompliance relating to the Premises;

(d) Landlord will not institute or consent to any rezoning of the Premises during the Term (other than rezonings requested by Tenant);

(e) Landlord shall not further encumber the title to the Premises during the Term unless the encumbrance is unconditionally subordinate to this Lease;

(f) Landlord acknowledges and agrees that access to sunlight is essential to the value to Tenant of the rights granted hereunder and is a material inducement to Tenant in entering into this Lease. Accordingly, Landlord shall not cause or, to the extent within Landlord's control, permit any property then owned or controlled by Landlord in the vicinity of the Premises, or any uses or improvements thereon, to impair Tenant's Intended Use of the Premises (for example, and without limiting the generality of the foregoing, Landlord shall not cause or permit any cell towers, water towers, billboards, silos or any other structures to be placed or constructed thereon that may obstruct the sunlight that otherwise would reach the solar panels located on the Premises, or that may cast shade or shadows upon the solar panels located on the Premises or any portion thereof). If Landlord becomes aware of any potential activity on any adjacent or nearby parcel of land that could diminish the access to sunlight at the Energy Facilities, Landlord shall use its best efforts (i) to timely advise Tenant of such information and (ii) with respect to any adjacent or nearby parcel of land then owned or controlled by the Landlord, to reasonably cooperate with Tenant in taking measures to preserve the levels of sunlight at the Energy Facilities that existed as of the date of this Lease. Tenant shall be entitled to seek all remedies available at law and inequity, including but not limited to, specific performance, to compel compliance with this paragraph;

(g) the Land is free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants;

(h) Landlord has not and, to the best of Landlord's knowledge, its predecessors in title and Landlord's tenants have not used, manufactured, stored or released hazardous substances on, in or under the Land other than the application of certain materials in the ordinary course of farming the Premises and adjoining property (such as pesticides, herbicides, fertilizer, and other agricultural material).

(i) there are no service or maintenance contracts affecting the Premises for which Tenant may be obligated or liable for;

(j) there are no delinquent or outstanding assessments, liens or other impositions levied or assessed against the Premises;

(k) except for this Lease, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Land, whether written or oral, recorded or unrecorded; provided that a written or oral lease or agreement to conduct normal, customary farming operations for the period prior to the Construction Start Date does not violate this provision;

(l) Landlord is not in the hands of a receiver nor is an application for such a receiver pending;

(m) Landlord has made no assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; and

(n) Within five (5) days after the full execution of this Lease, Landlord shall provide copies of the following to Tenant: any notices of any statute or code violation pertaining to the Premises; all "Phase I" and other environmental assessment reports for the Premises in Landlord's possession or control; Landlord's most recent survey and title insurance policy relating to the Premises; any governmental permits for the Premises and any other documentation in Landlord's possession relating to the Premises.

26. Brokerage Commission. Neither Landlord nor Tenant knows of any real estate brokers or agents who are or may be entitled to any commission or finder's fee in connection with this Lease. Each party hereto agrees to indemnify, defend and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, fees for legal counsel and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent.

27. Ownership of Solar Energy and Attributes; Tax Credits and Incentives. Landlord hereby acknowledges and agrees that Landlord shall have no ownership or other interest in (and Tenant is the sole and exclusive owner of) the solar farm and all related generation, storage, transmission and interconnection facilities (the "Energy Facilities") installed on the Premises or any environmental attributes produced therefrom, including, without limitation, any and all federal, state and/or local benefits and credits (including tax credits, investment credits, carbon credits, solar energy credits), rebates, incentives, benefits, emissions reductions, entitlements, reporting rights, deductions, depreciation, offsets and allowances of any kind, howsoever entitled, attributable to the Energy Facilities or the electric energy, storage capacity, generation capacity or other generator-based products produced therefrom, whether in effect as of the date of this Lease or as may come into effect in the future.

28. Easements.

(a) Operations Easements. Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Premises across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "Adjacent Property"), except any portions of the Adjacent Property located in the Do Not Disturb Area, to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under this Lease and the operation of the Premises for the Intended Use, for the benefit of Tenant (collectively, the "Easements") which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

(i) An exclusive easement for electrical interconnection purposes;

(ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;

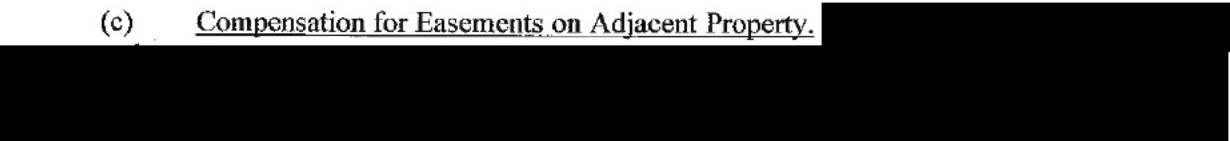
(iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from lands adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time;

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; (C) Battery Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

(b) Recording. The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

(c) Compensation for Easements on Adjacent Property.



(d) Landlord Easements. To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

(e) Tenant Easements. Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated or stored at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

29. Tenant's Access. Tenant, and Tenant's agents, guests, subtenants and designees shall have access to the Premises at all times during the Term. Neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises, except in the case of an emergency. Further, this Lease shall entitle Tenant, at Tenant's discretion, to install, use and maintain a permanent gravel commercial driveway within the Premises and a second temporary construction driveway within the Premises providing access to the Premises from adjoining roads in accordance with DOT standards of the State in which the Premises is located.

30. Landlord's Access. Landlord hereby reserves for itself the right to access adjoining property owned by Landlord that would not have access to a public roadway otherwise over a twenty foot (20') wide path over the Premises in a location to be determined by Tenant (the "**Landlord Access**") subject to the terms of this Section 30. Tenant shall also have the right to use the Landlord Access for the benefit of the Premises. Landlord shall only use the Landlord Access for the benefit of Landlord's adjoining property as currently being used and such access shall only commence after the Commercial Operation Date. Notwithstanding anything to the contrary, Tenant may consent in writing, such consent not to be unreasonably withheld, to Landlord's use of the Landlord Access for specific tasks of limited duration prior to the Commercial Operation Date. Landlord shall not use the Landlord Access in any manner that interferes with Tenant's operations pursuant to this Lease or enjoyment of Tenant's rights granted under this Lease. Landlord shall promptly restore any damage caused by Landlord's use of the Landlord Access. Tenant shall install a gate on such Landlord Access. After Landlord's right to use the Landlord Access commences, Tenant shall provide Landlord a copy of any key to the gate, and Landlord may use the gate but shall keep such gate closed and locked at such times as Landlord is not using the Landlord Access. Additionally, Landlord shall be solely responsible, at Landlord's sole cost and expense, for the maintenance, repair, replacement, and improvement of the Landlord Access. Landlord shall perform all such maintenance, repair, replacement, and improvement in a good and workmanlike manner that minimizes interference with Tenant's operations pursuant to the Lease or Tenant's rights granted pursuant to the Lease. Tenant, at Tenant's sole cost and expense, may relocate the Landlord Access as desirable for the use of the Premises so long as the relocation reasonably allows Landlord continued access to its adjoining property.

31. Confidentiality. All information acquired by Landlord or any of its designated representatives (including by way of example, but not in limitation, the officers, directors, shareholders and employees of Landlord, and Landlord's consultants, counsel, lenders, and the officers, directors, shareholders and employees of each of them) with respect to Tenant, including, without limitation, with respect to the terms of this Lease (collectively, the "**Confidential Information**") shall be used solely for purposes of negotiating and fulfilling the terms of this Lease and for no other purpose whatsoever. All Confidential Information that is not published as public knowledge or that is not generally available in the public domain shall be kept in strict confidence by Landlord and shall not be disclosed to any individual or entity other than to those authorized representatives of Landlord who require any portion of the Confidential Information to assist Landlord in its negotiation and fulfillment of the terms of this Lease and who Landlord has bound to a confidentiality agreement requiring such party's compliance with the terms of this Section 31; provided, however, that Landlord shall have the right to disclose any such information if required by applicable law or as may be necessary in connection with any court action or proceeding with respect to this Lease.

Tenant shall have the right to disclose any information with respect to Landlord and with respect to the terms of this Lease as required by applicable law or as may be reasonably necessary in connection with any federal, state or local permitting, approvals or entitlements or oftakers of solar power with respect to the Intended Use, or in any court action or proceeding with respect to this Lease.

32. Amendment; Entire Agreement; Interpretation. This Lease may only be amended or modified by a written instrument signed by both Landlord and Tenant. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. This Lease shall create the relationship of landlord and tenant between the parties. Nothing herein shall be deemed to create any partnership, joint venture, or agency relationship between the parties. Neither party shall make any representation or statement (whether oral or written) to any person or entity inconsistent with this provision. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others. Time is of the essence of this Lease. This Lease shall not be binding (and not deemed an offer, reservation, or option to Lease) until executed by both Landlord and Tenant.

33. Execution by Landlord. Landlord and the undersigned person executing this Lease represent and warrant that the undersigned person executing this Lease on behalf of Landlord has due and proper authority to do so and to bind Landlord to this Lease and all terms, covenants and conditions thereof and that this Lease is a legal, valid, and binding obligation of Landlord enforceable in accordance with its terms.

34. Counterparts and Email/PDF. This Lease may be executed in counterpart or by emailing .pdf or other compressed digital files, or any combination of the foregoing. All counterparts together shall constitute one and the same Lease.

35. Estoppel. Within fifteen (15) business days after written request therefor by Tenant, Landlord agrees to deliver a certificate to Tenant, Tenant's lender (if applicable) and any proposed purchaser of the ownership interests of Tenant (if applicable), in a commercially reasonable form (subject to reasonable modification by any applicable purchaser or Tenant's lender) to Tenant's lender or to any proposed purchaser and/or to Tenant setting forth the terms of the Lease, the absence of default thereunder, and such other reasonable terms requested by Tenant, lender or purchaser. In the event Landlord fails to respond within such fifteen (15) business day period, then, in addition to such failure constituting an event of default, all matters set forth in the estoppel certificate shall be deemed to be true, accurate and complete.

36. Leasehold Financing.

(a) Tenant, any successor or assignee of Tenant, or any holder of a sublease or license (each hereinafter sometimes referred to as an "Obligor") may at any time mortgage, pledge, or encumber to any entity (herein, a "Lender") all or any portion of the Obligor's rights and interests under this Lease or such sublease or license, in each case without the consent of Landlord. For purposes of this Lease, each entity which now or hereafter is the recipient or beneficiary of any such mortgage, pledge, or encumbrance and whose lien or encumbrance is now or hereafter recorded in the official records of the County in which the Premises is located, shall be referred to in this Lease as a "Lender".

(b) Tenant and Landlord expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in subsection (a) above, then notwithstanding any other provision of this Lease to the contrary:

(i) Landlord and Tenant will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of this Lease, if such amendment or modification would reduce the

rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender, without such Lender's consent.

(ii) Each Lender shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Lease by the Obligor that is party to such Lender's mortgage, pledge or encumbrance, and any such action performed by such Lender shall be as effective to prevent or cure a default under this Lease and/or a forfeiture of any of such Obligor's rights under this Lease as if done by such Obligor itself.

(iii)



(iv)




(c) There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including the Lenders) having an interest in the Lease or in the estate of Landlord and Tenant shall join in a written instrument effecting such merger and shall duly record the same.

(d) Landlord shall, at Tenant's or a Lender's request, provide to Tenant and such Lender (i) confirmation that such Lender is a "Lender" for purposes of this Lease, (ii) a consent and estoppels acknowledging the Lender's mortgage or other lien or encumbrance, confirming the continuing effectiveness of this Lease, identifying any modifications hereto and any breaches or defaults hereunder, and containing such other information and agreements as Tenant or such Lender may reasonably request, and (iii) such other certificates or affidavits as Tenant, such Lender or any title company selected by either Tenant or such Lender may reasonably request. Landlord shall duly execute and return same to Tenant and/or Lender within ten (10) days of Tenant's or Lender's request therefor. Should Landlord fail to timely execute and deliver the consent and estoppel, then Tenant and/or Lender may rely on the contents thereof and the consent and estoppel shall be conclusively binding upon Landlord.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Lease under seal as of the day and year first above written.

**LANDLORD:**

 (SEAL)  
Edward ~~J~~ Luckett

  
\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)



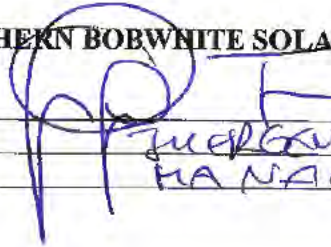
TENANT:

NORTHERN BOBWHITE SOLAR, LLC

By: \_\_\_\_\_

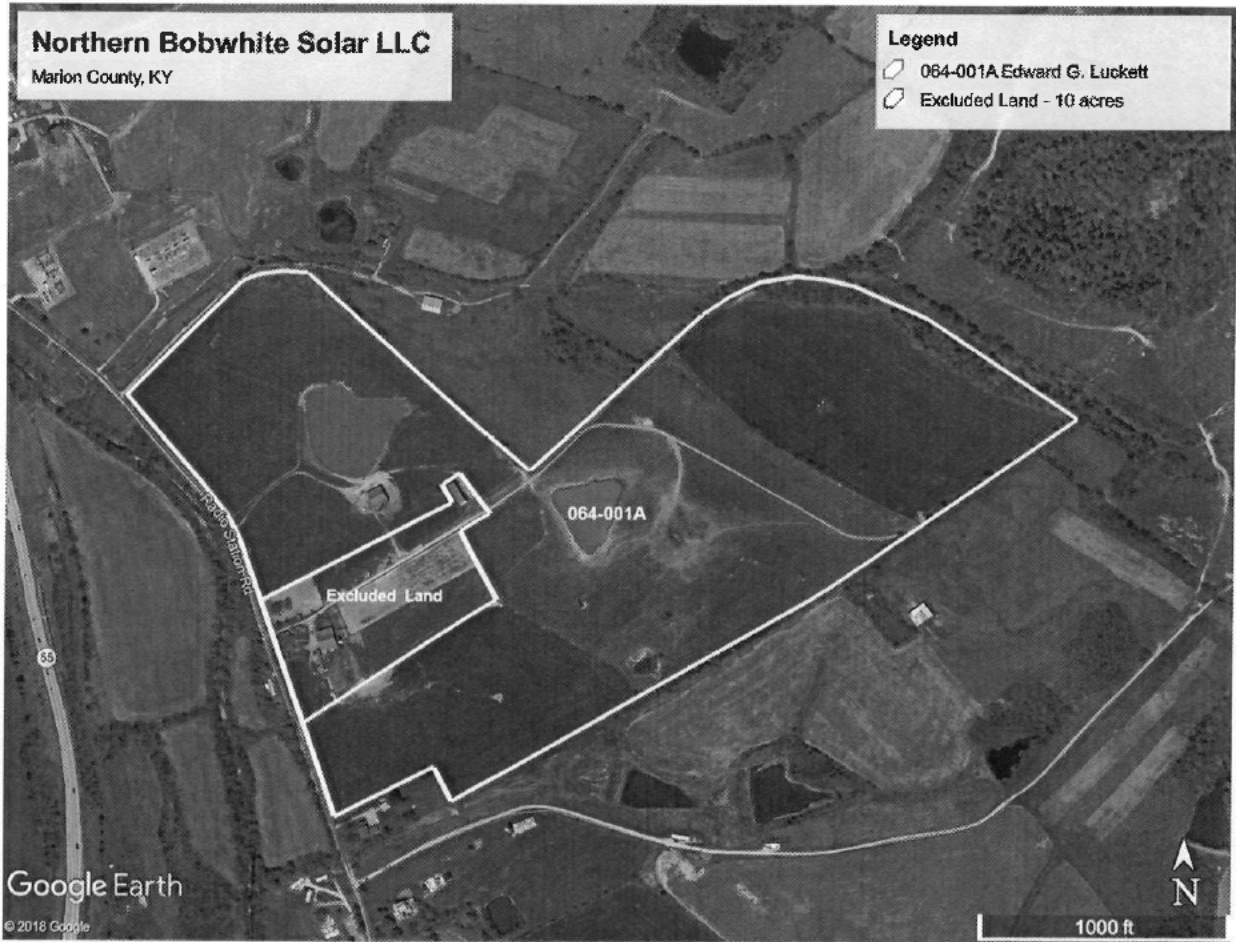
Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
JULIA KAY FEHR  
MANAGER

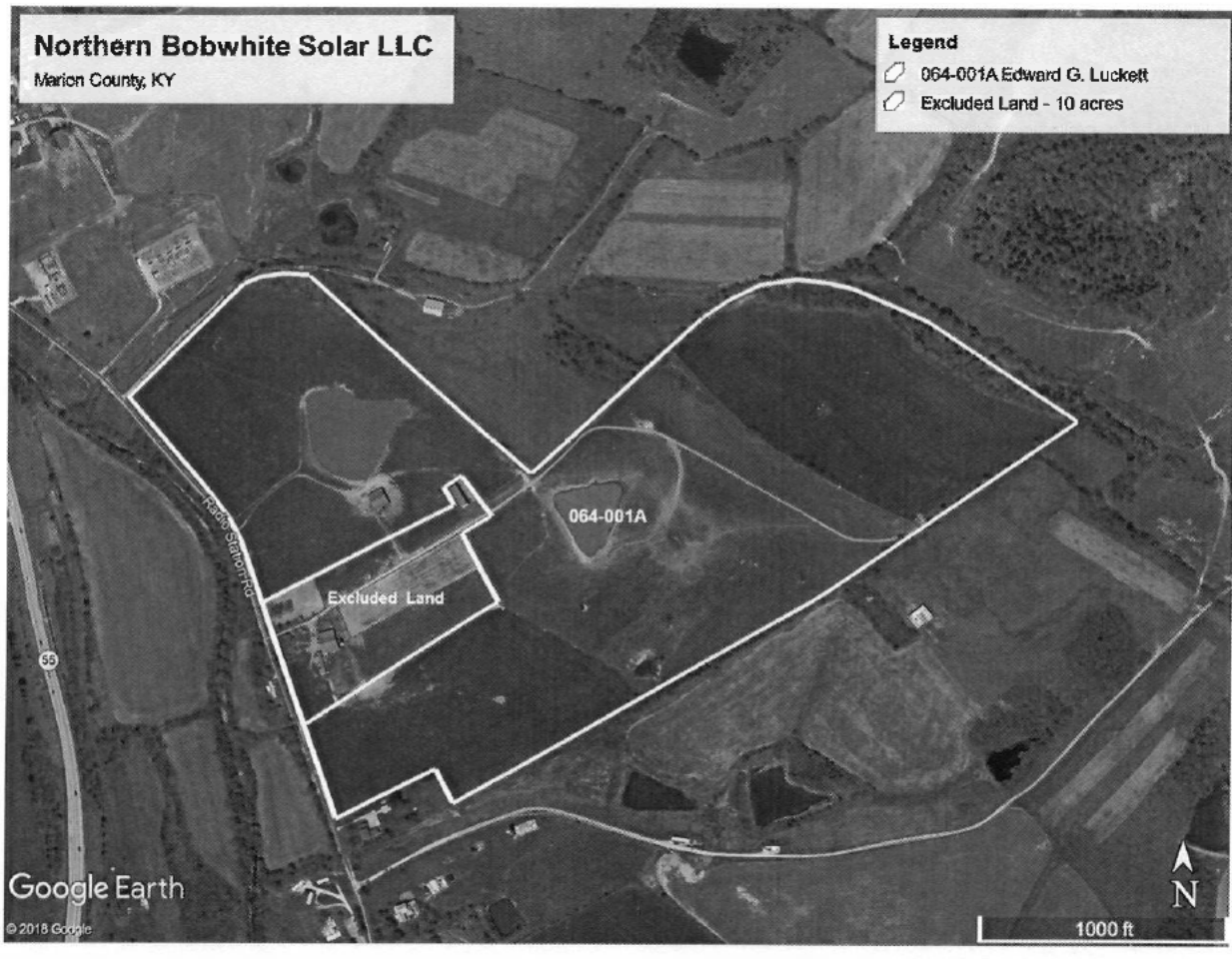
**EXHIBIT A**

**LAND**



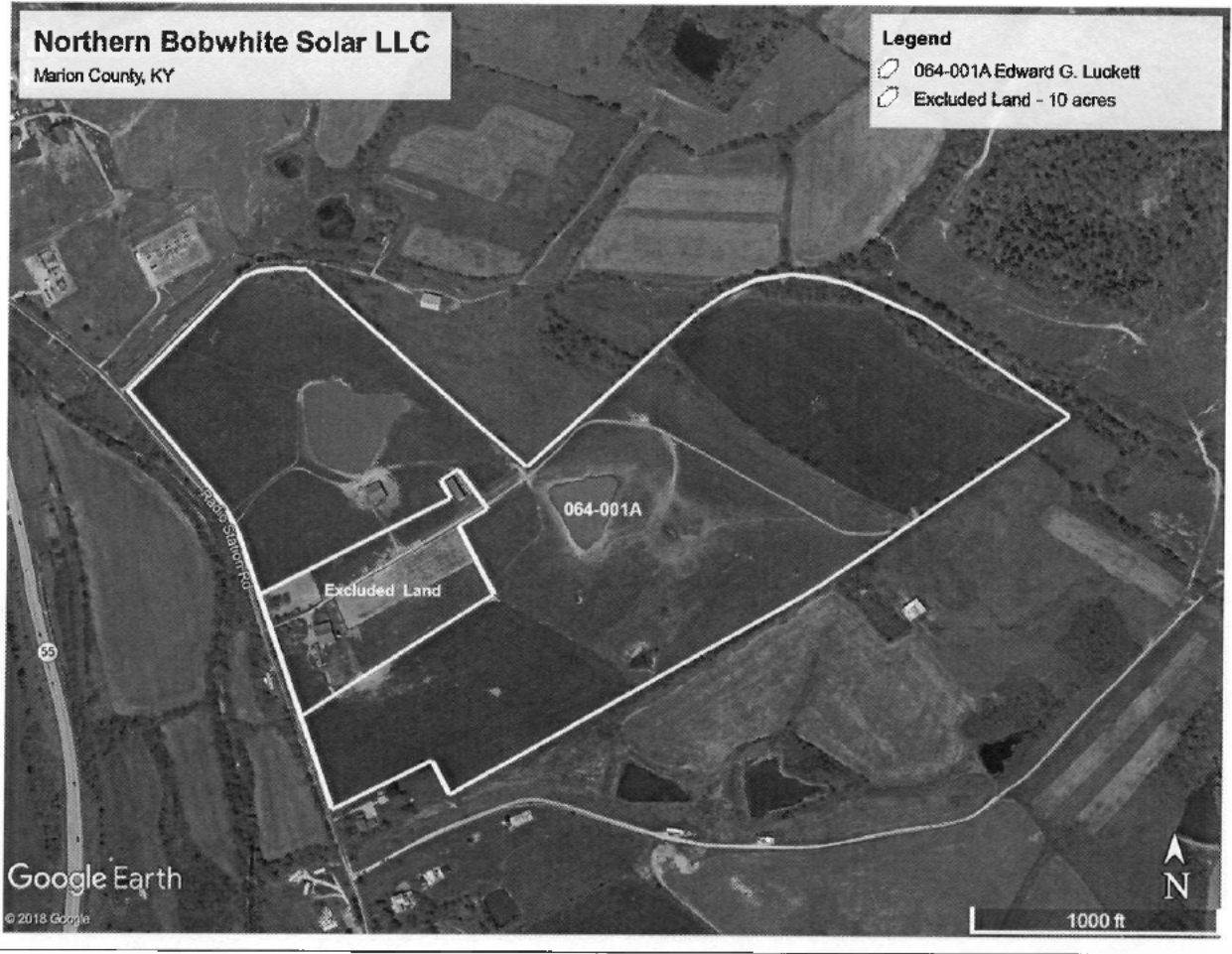
**EXHIBIT B**

Premises



**EXHIBIT B.1**

**Do Not Distrub Area**



**EXHIBIT C**

**Memorandum of Lease**

THIS INSTRUMENT PREPARED BY  
AND RETURN TO AFTER RECORDING:

Northern Bobwhite Solar LLC  
7804-C Fairview Rd #257  
Charlotte, NC 28226

By: \_\_\_\_\_  
Juergen Fehr, Manager

COMMONWEALTH OF KENTUCKY

COUNTY OF MARION

**MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT**

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this \_\_\_\_\_ day of October, 2019, by and between **EDWARD D. LUCKETT and wife**, \_\_\_\_\_ (collectively, "Landlord") and **NORTHERN BOBWHITE SOLAR LLC**, a Kentucky limited liability company ("Tenant"), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated \_\_\_\_\_, 2019 (the "Lease"). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set for the herein. The Premises are a portion of that certain property with Tax Parcel No. of 064-001A containing approximately 101.01 acres, located at Marion County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

1. **Leased Property:** All that certain property more particularly described on Exhibit A is referred to in the Lease as the "**Land**". The portion of the Land delineated in the Survey and described on Exhibit B attached hereto and made a part hereof, together with "all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon" is referred to in the Lease as the "**Premises**". The area shown on Exhibit B.1 attached hereto as Excluded Area shall not be included in the Premises.
2. **Term:** Commencing upon the date of the Lease and expiring on the date that two hundred forty (240) months following the Rent Commencement Date (as defined in the Lease).
3. **Renewal Terms:** Four (4) renewal terms of five (5) years each.
4. **Right to Terminate:** Tenant has the right to terminate the Lease:

- i. In the event that its power purchase agreement or other agreement under which Tenant provides power generated at the Premises to a third party is terminated for any reason whatsoever; or
- ii. If the Contingencies (as defined in the Lease) are not satisfied, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, prior to the Rent Commencement Date; provided however, that Tenant's right to terminate the Lease pursuant to this subsection ii. shall expire upon the earlier of: (a) the Rent Commencement Date or (b) Tenant's installation on the Premises of any permanent improvements or alterations.

5. **Operations Easements:** Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Land across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "**Adjacent Property**"), to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under the Lease and the operation of the Premises for the Intended Use (as defined in the Lease), for the benefit of Tenant (collectively, the "**Easements**"), which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

(i) An exclusive easement for electrical interconnection purposes;

(ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;

(iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from other adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time; and

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land;(C) Battery Energy Storage System that will store electricity along with related equipment, fixtures,

appliances, appurtenances and improvements related thereto, and (D) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Energy Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

6. Landlord Easements: To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall, to the extent Landlord is authorized to do so, grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

7. Tenant Easements: Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that

Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, said Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.

This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

*[The remainder of this page is intentionally omitted]*



IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

\_\_\_\_\_(SEAL)  
Edward D. Lockett

\_\_\_\_\_(SEAL)  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
Edward D. Lockett	Individually
	Individually

Date: \_\_\_\_\_

\_\_\_\_\_, Notary Public  
(print name)

(official seal)

My commission expires: \_\_\_\_\_

[AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

**TENANT:**

**NORTHERN BOBWHITE SOLAR, LLC,**  
a Kentucky limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(print name)

(official seal)

My commission expires: \_\_\_\_\_

[AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE **FULLY LEGIBLE**]

**EXHIBIT A**

**Land**

BEING THE SAME PROPERTY CONVEYED TO LANDLORD BY  
DEED DATED F \_\_\_\_\_ OF RECORD IN DEED BOOK  
\_\_\_\_\_, PAGE \_\_\_\_\_, IN THE OFFICE OF THE CLERK OF  
MARION COUNTY, KENTUCKY.

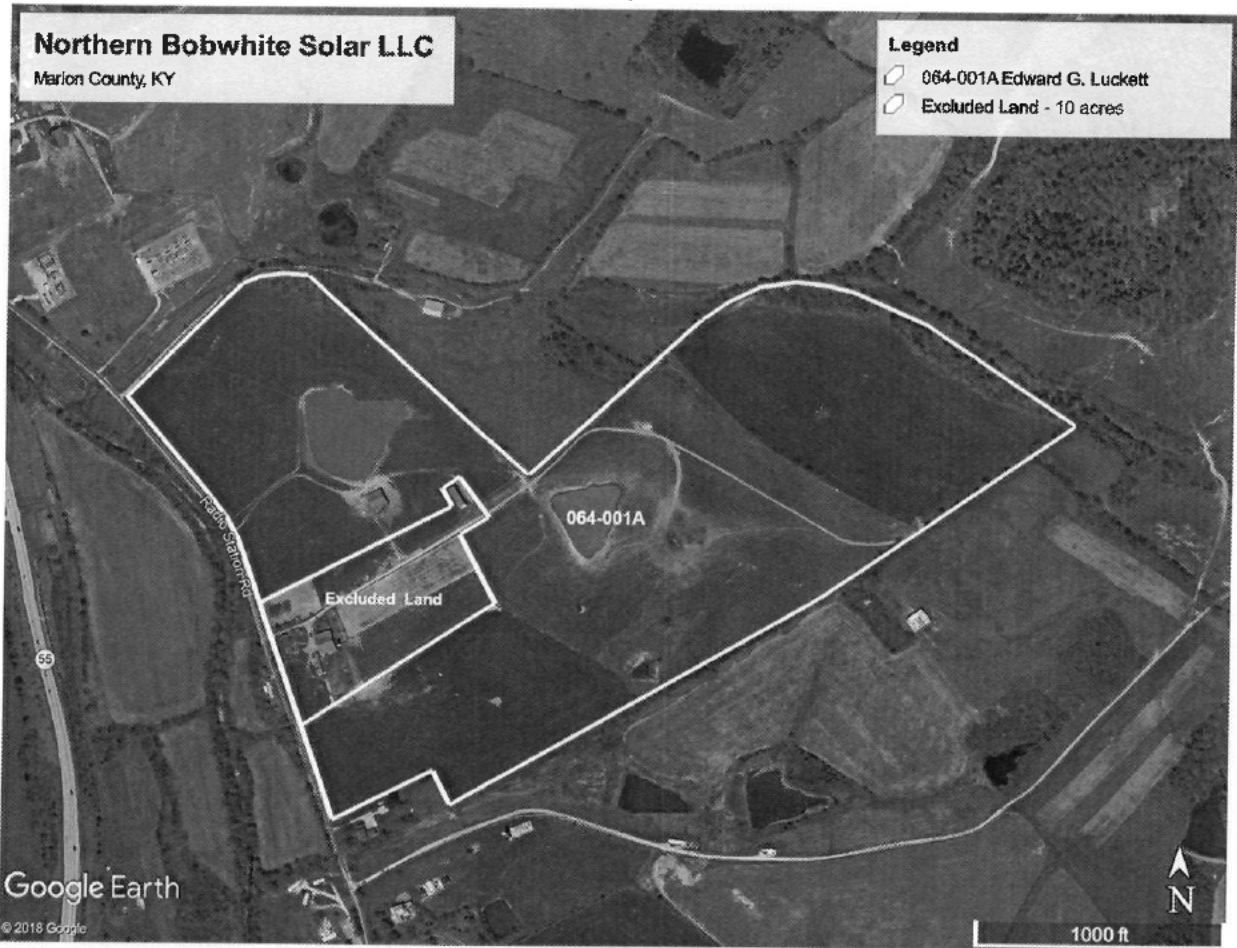
**EXHIBIT B**

Premises



**EXHIBIT B.1**

Do Not Distrub Area



## EXHIBIT D

### Template Decommissioning Plan

#### 1. INTRODUCTION

##### 1.1 Project Background

(Project description, size, location and acreage of land use). The solar photovoltaic power array owned by Northern Bobwhite Solar, LLC, ("**Project**"), is anticipated to operate for a period of no less than 20 years under a power purchase agreement from (Utility/Commercial-Industrial Consumer). It is anticipated that the Project will use the existing technology up to an additional (twenty years) for a total operating period of (40) years. At the completion of its operating life, the Project will either be redeveloped with modern equipment, or it will be decommissioned and removed from the site in accordance with this plan.

##### 1.2 Objectives

The objective of this Decommissioning Plan, ("**Plan**"), is to provide the requisite financial surety to guarantee the decommissioning of the Project.

##### 1.3 Plan Conditions:

Prior to commencing with any decommissioning activities in accordance with this Plan, Northern Bobwhite Solar, LLC will provide documentation to process the appropriate permit(s). If the Project is to be redeveloped, a new building plan permit will be processed before any installation of new equipment. Decommissioning the Project will allow the parcels that were changed under the Project's (CUP/SUP) to be returned to their original zone classifications.

#### 2. DECOMMISSIONING OF FACILITY AFTER CEASING OPERATION

##### 2.1 General Environmental Protection

During decommissioning and restoration activities, general environmental protection and mitigation measures will be implemented. Many activities during decommissioning will be comparable to the construction phase, including the use of heavy equipment on site, preparing staging areas, and restoring constructible areas.

##### 2.2 Pre-Decommissioning Activities

Prior to engaging in decommissioning activities, Northern Bobwhite Solar, LLC will provide documentation to process the appropriate permits in accordance with all relevant county, state and federal statutes in place at the time of decommissioning.

Prior to any decommissioning or removal of equipment, staging areas will be delineated as appropriate. At the end of the Project's useful life, it will first be de-energized and isolated from all external electrical lines. All decommissioning activities will be conducted within designated areas; this includes ensuring that vehicles and personnel stay within the demarcated areas. Work to decommission the collector lines and Project-owned transmission lines will be conducted within the boundaries of the municipal road allowance and appropriate private lands.

### 2.3 Equipment Decommissioning and Removal

The basic components of the Project are photovoltaic (PV) modules, mechanical racking system, electrical cabling, inverter racks, transformers and concrete pads as described below.

- **Modules:** The modules will be removed by hand and placed in a truck to be returned for recycling or disposal as described below in section 2.4.
- **Mechanical racking system:** will be removed with an excavator with a demolition thumb. The recyclable metal will be loaded on trucks and hauled away in accordance with section 2.9.
- **Inverters Racks and Inverters:** The inverters and its racks will be removed by hand and loaded on trucks for recycling in compliance with section 2.5.
- **Transformers:** Transformers will be removed in compliance with section 2.5 and then loaded on to a truck with a crane and sent for recycling.
- **Concrete pads:** The equipment will be disconnected and transported off site by truck. The concrete foundations and support pads will be broken up by mechanical equipment (backhoe-hydraulic hammer/shovel, jackhammer), loaded onto dump trucks and removed from the site. Smaller pre-cast concrete support pads and/or pre-manufactured metal skids will be removed intact by cranes and loaded onto trucks for reuse, or will be broken up and hauled away by dump trucks.

### 2.4 PV Module Collection and Recycling

All modules will be disconnected, removed from the trackers, packaged and transported to a designated location for resale, recycling or disposal. Any disposal or recycling will be done in accordance with applicable laws and requirements. The connecting underground cables and the junction boxes will be de-energized, disconnected, and removed. The mechanical racking system supporting the PV modules will be unbolted and dismantled by laborers using standard hand tools, possibly assisted by small portable cranes. All support structures will be completely removed by mechanical equipment and transported off site for salvage or reuse. Any demolition debris that is not salvageable will be transported by truck to an approved disposal area. Other salvageable equipment and/or material will be removed for the site for resale, scrap value or disposal.

### 2.5 Electrical Equipment and Inverters

All decommissioning of electrical devices, equipment, and wiring/cabling will be in accordance with local, state and federal laws. Any electrical decommissioning will include obtaining required permits, and following applicable safety procedures before de-energizing, isolating, and disconnecting electrical devices, equipment and cabling.

Decommissioning will require the removal of the electrical equipment, including inverters, transformers, underground/aboveground cables and overhead lines. Equipment and material may be salvaged for resale or scrap value depending on the market conditions.

### 2.6 Roads, Parking Area

All access roads and the parking area will be removed to allow for the complete rehabilitation of these areas unless the landowner provides written consent to retain these features. Typically, the granular base covering of these areas will be removed using a wheel loader to strip off the material and dump trucks to haul the aggregate to a recycling facility or approved disposal facility. The underlying subsoil, if exhibiting significant compaction (more likely for the site entrance road than the interior access roads), will then be diced using a tractor and disc attachment to restore the soil structure and to aerate the soil. Clean topsoil will be imported on site by dump truck, replaced over the area and leveled to match the existing grade.

### 2.7 Other Components

Unless retained for other purposes, removal of all other facility components from the site will be completed, including but not limited to surface drains, access road cross-culverts, and fencing. Anything deemed usable shall be recovered and reused elsewhere. All other remaining components will be considered as waste and managed according to local, state, and federal laws. For safety and security, the security fence will be dismantled and removed from the site after all major components, PV modules, tracker system and foundations have been removed.

## **2.8 Site Restoration**

The following activities will be undertaken to restore the site to substantially its previous condition;

- Site cleanup, re-grading to original contours and, if necessary, restoration of surface drainage swales and ditches.
- Any trenches/drains excavated by the Project will be filled with suitable materials and leveled.
- Any road, parking area will be removed completely, filled with suitable sub-grade material and leveled.
- Any compacted ground will be tilled, mixed with suitable sub-grade materials and leveled.
- Topsoil will be spread as necessary to ensure suitable conditions for vegetation re-growth and reseeded with native seed mix to promote vegetation.

The project fence and existing fire access roads may remain in place upon written consent of the landowner.

## **2.9 Management of Wastes and Excess Materials**

All waste and excess materials will be disposed of in accordance with local, state and federal laws. Waste that can be recycled under municipal programs will be done accordingly. Waste that requires disposal will be disposed of in a state licensed facility by a state licensed hauler.

## **2.10 Emergency Response and Communications Plans**

During decommissioning, Northern Bobwhite Solar, LLC will coordinate with local authorities, the public, and others as required to provide them with information about the ongoing activities. Besides regular direct/indirect communication, signs will be posted at the Project facility to give information to the local public and visitors. The Northern Bobwhite Solar, LLC contact information (telephone number, email and mailing address) will be made public for those seeking more information about the decommissioning activities and/or reporting emergencies and complaints. All inquiries will be directed to the Northern Bobwhite Solar, LLC Representative who will respond to any inquiry. In the event of an emergency, Northern Bobwhite Solar, LLC will mobilize its resources to the site to respond to the event. Personnel involved in decommissioning will be trained in the emergency response and communications procedures. Emergency response procedures will be prepared prior to decommissioning.

# **3. PROJECT DECOMMISSIONING COST ESTIMATE**

## **3.1 Cost Estimate:**

Northern Bobwhite Solar, LLC shall provide a detailed Decommissioning Cost Estimate, prepared by a Kentucky Licensed Engineer, prior to the issuance of building permits, which shall include the following:

- a) the gross estimated cost to perform Decommissioning as set forth in Section II above ("**Gross Cost**");
- b) an increase of the Gross Cost by 10% in order to eliminate any discrepancy in cost estimation techniques ("**Contingency**");
- c) the estimated resale and salvage values associated with the Project equipment ("**Salvage Value**");



- d) a reduction from the Salvage Value by 10% such that only 90% of the Salvage Value can be used as a credit against the Gross Cost and Admin Factor. The Salvage Value multiplied by 90% is the ("**Salvage Credit**").

Thus the Decommissioning Cost Estimate formula is:

Gross Cost + Contingency - Salvage Credit = the "**Decommissioning Cost Estimate**".

The Decommissioning Cost Estimate shall be an amount equal to at least \$500 per acre.

The Decommissioning Cost Estimate shall include a table allocating the net cost estimate across the Project area, based on the percentage of generating capacity in megawatts (MW) on each property ("Allocation Areas"). The Allocation Areas will be divided based upon the lease areas, however Allocation Areas will reference the underlying land, in case ownership of the underlying land changes control during the life of the Project.

### **3.2 Security:**

Northern Bobwhite Solar, LLC will provide an amount equal to the Decommissioning Cost Estimate (as determined by a Kentucky Licensed Engineer, per section 3), ("**Decommissioning Security**").

Decommissioning Security shall be provided by Northern Bobwhite Solar, LLC prior to the Commercial Operation Date and shall be increased every five years based on an assumed 2.5% annual inflation rate.

The Decommissioning Security may be in one of the following forms: (i) cash to be held in escrow by the County Treasurer or a bank or title company, or (ii) a letter of credit from a financial institution reasonably acceptable to the County which shall be irrevocable unless replaced with cash or other form of security reasonably acceptable to County (each a form of "**Acceptable Credit Support**").

In the event that security similar to the Decommissioning Security is required by any governmental entity, such security shall be credited against the Decommissioning Security, and Northern Bobwhite Solar, LLC shall deposit the higher amount as Acceptable Credit Support, which deposit may be split into more than one deposit to the extent reasonably required under the circumstances.

Northern Bobwhite Solar, LLC, Landlord, and, if applicable, the applicable governmental entity and bank or title company shall enter into an escrow agreement to govern the review of the work required hereunder and the disbursement of the Decommissioning Security consistent with this decommissioning plan. If the governmental entity requires, the escrow shall be administered by such governmental entity, and if not so required, shall be administered by a bank or title company reasonably determined by Northern Bobwhite Solar, LLC.