

# EXHIBIT A

## PART 3

After Recording Mail to:  
Kilpatrick Townsend & Stockton LLP (JCL)  
4208 Six Forks Road, Suite 1400  
Raleigh, NC 27609

**COMMONWEALTH OF KENTUCKY**

**COUNTY OF MARION**

**ACCESS AND UTILITY EASEMENT**

29 THIS ACCESS AND UTILITY EASEMENT ("**Easement**") is made and entered into as of this day of April, 2020 (the "**Effective Date**") by and between **Eugene Campbell and Cynthia Campbell** ("**Grantor**"), and **NORTHERN BOBWHITE SOLAR, LLC**, ("**Grantee**"). Grantor and Grantee are sometimes individually referred to herein as a "**party**" and collectively referred to herein as the "**parties**."

**WITNESSETH:**

WHEREAS, Grantor is the fee simple owner of that certain parcel of land located in Marion County, Kentucky being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Grantor Parcel**");

WHEREAS, Grantee owns or is under contract or option to purchase or lease certain real property adjacent to the Grantor Parcel being more particularly described on **Exhibit B** attached hereto and incorporated herein by reference (the "**Grantee Parcel**"); and

WHEREAS, Grantee desires certain easements permitting Grantee to access, construct, operate, and maintain certain facilities on a portion of the Grantor Parcel.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Utility and Access Easement:**

(a) Utility Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, an exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel more particularly shown on Exhibit C attached hereto and incorporated herein by reference (the "Utility Easement Area") for the installation, maintenance, repair, replacement, and removal of: power lines and all infrastructure and facilities associated therewith including, but not limited to, poles, towers, foundations, wires, conduits, ducts, switches, transformers, and other structures and apparatus used or useful for the transmission of electricity, together with their strengthening supports, sufficient foundations and supports, to connect the electrical or energy generating facility contemplated to be constructed by Grantee now or in the future on the Grantee Parcel (collectively, "Grantee's Facilities"). Grantee agrees to locate the Utility Easement as close as commercially reasonable to Gene Campbell Road. Without limiting the generality of the foregoing, such easement shall include, without limitation, the right to transmit electricity over said wires, cables, or apparatus and to clear and keep the Utility Easement Area cleared of trees, undergrowth, and all other obstructions by any lawful means, and to construct any fencing or other protective measures desired within the Utility Easement Area. .

(b) Temporary Construction Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, an exclusive right, privilege, and easement over and across the Grantor Parcel for use by Grantee, its successors and assigns for access to and for construction, maintenance, repair, replacement, and removal of roadway, utility and related improvements upon the Utility Easement Area from time to time. The aforesaid easement unto Grantee and its successors and assigns forever. The easement herein conveyed includes, but is not limited to, the right and privilege by Grantee to go onto and to access the Grantor Parcel with vehicles, heavy equipment, machinery, construction supplies, and building materials, and to construct a roadway, utilities and related improvements within the Utility Easement Area. Following the construction activities described above, Grantee shall reasonably restore property disturbed by the construction activities outside the Utility Easement Area, including reseeding and stabilizing such areas.

(c) Access Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, the non-exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel more particularly shown on Exhibit D attached hereto and incorporated herein by reference (the "Access Easement Area" and, together with the Utility Easement Area, the "Easement Area") for access, ingress, egress, and regress for pedestrian and vehicular traffic (including construction vehicles, machinery, and equipment), to and from the Utility Easement Area. Grantee shall have the right to create and maintain roadways and a slope adjoining the actual improved roadway within the Access Easement Area. Grantee agrees to locate the Access Easement as close as commercially reasonable to Gene Campbell Road.

Grantee shall comply (and shall cause its officers, directors, employees, agents, contractors, permitted successors, and permitted assigns to comply) with all laws, regulations, ordinances, permits, and other legal requirements applicable to Grantee's exercise of its rights hereunder, including, without limitation, its use of, and activities within, the Easement Area and its use, maintenance, and repair of Grantee's Facilities. Grantee shall not use the Easement Area or exercise its rights under this Easement for any unlawful or immoral purposes or in such a manner as to constitute a nuisance.

2. No Barriers. No barriers, fences, or other obstructions shall be erected within the Easement Area so as to unreasonably interfere with the free flow of pedestrian and vehicular traffic or to unreasonably interfere with the utilities placed within the Easement Area.

3. Construction Standards; Maintenance. Grantee has visited and inspected the Easement Area and, for purposes of this Easement, accepts the same in its "AS IS", "WHERE IS", "WITH ALL FAULTS" condition. Grantee acknowledges that no representations or warranties, express or implied, have been made to Grantee as to the condition of the Easement Area. Grantee shall perform all of its construction work in a good and workmanlike manner, and at no expense to Grantor. The parties acknowledge that, during the initial construction of their respective facilities, Grantor and Grantee may simultaneously construct and improve their respective facilities on the Grantor Parcel, and, therefore, the parties agree that both parties must be able to use the access road located within the Access Easement Area at all times for access to their respective facilities, and neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Utility Easement Area, as applicable, and/or such party's use of the access road. Either party shall give not fewer than seven (7) days prior notice (which may be telephonic or by electronic mail) to the other party of the date when any of Grantee's construction work is to commence. Notwithstanding the foregoing, the parties shall act in good faith to coordinate the construction of their respective facilities in a timely manner (including requests by Grantee to use portions of the Grantor Parcel located outside of the Easement Area temporarily for (1) construction related activities and (2) for any future maintenance or improvement activities). After completion of the initial construction, neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Utility Easement Area, as applicable, and/or such party's use of the access road. Grantee shall be responsible for obtaining, at its own expense, the requisite approvals and permits for the construction work from any appropriate governmental authorities. Grantee shall be responsible for any taxes or assessments levied for or as a result of the Grantee's Facilities or other future improvements placed on the Easement Area by, or at the request of, Grantee. Grantee shall maintain its facilities located in the Easement Area in good and workmanlike condition and repair at all times at Grantee's sole cost and expense.

4. Easement Fee. In consideration of the Easements and other rights granted by the Grantor to the Grantee in this Agreement, Grantee shall pay Grantor the amount(s) set forth in the Exhibit E attached hereto. The parties hereby agree that Grantee shall omit or remove Exhibit E from the original of the Agreement that is submitted for recordation in the Official Records. Grantor shall treat the information as confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be give or withheld in Grantee's sole and absolute discretion. If any payment otherwise due from Grantee herein is not received by Grantor ten (10) days after the later of the date the same is due hereunder and the date Grantor provides Grantee written notice of the delinquency, Grantee will pay a late fee to Grantor equal to 5.00% of the unpaid delinquent amount. Failure of the Grantor to comply with the provisions herein shall be deemed a default under the terms of this Easement. In the event of a default caused by Grantee's failure to make the required payments to Grantor as reflected on Exhibit E and Grantee's failure to cure the monetary default within ninety (90) days from the date Grantor provides Grantee written notice of the delinquency,, Grantor may terminate this Easement. Upon Grantee's failure to timely cure any monetary default, the Grantors are authorized to unilaterally file a Certificate of Termination sworn to by said Grantors, in the office of the Marion County Clerk, which shall constitute termination of the Easement. The Grantor's right of termination shall only apply to a monetary default by Grantee.

5. Liens. Grantor shall not suffer or permit the Easement Area to be encumbered by any lien or encumbrance that has priority over this Easement. If any mechanic's or materialmen's lien is filed against the Easement Area or the Grantor Parcel as a result of claims made by, against, through, or under Grantee (each a "Grantee Lien"), Grantee shall cause the same to be cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof. If Grantee shall fail to discharge or contest a Grantee Lien within said time period, then Grantor may at its election, in addition to any other right or remedy available to Grantor, discharge the Grantee Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantor acts to discharge or secure the Grantee Lien, then Grantee shall immediately reimburse Grantor for all

reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) of Grantor involving such lien. Grantee shall give Grantor written notice within three (3) days of receipt of notice of any such Grantee Lien.

6. Breach; No Waiver. The terms and conditions of this Easement shall be enforceable by either party (or its permitted successors or permitted assigns), by actions for specific performance or injunction, in addition to any other remedies available at law. No delay or omission by any party in exercising any right or power accruing upon any noncompliance or failure of performance by the other party under the provisions of this Easement shall impair any such right or power or be construed to be a waiver thereof.

7. No Public Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication to the general public or for any public use or purpose whatsoever or be deemed to create any rights or benefits in favor of any municipality, public authority, or official thereof, it being the intention of the parties hereto that this Easement be for the exclusive benefit of the parties and those claiming under them.

8. Termination. Subject to the terms and conditions contained in this Section 8, this Easement shall be perpetual. Grantee may terminate this Easement at any time by giving Grantor at least one (1) month's prior written notice. Additionally, Grantor shall have the right to terminate this Easement if, during any time period that is after the thirty-fifth (35<sup>th</sup>) anniversary of the Effective Date, Grantee fails to operate Grantee's Facilities to send electricity or energy through the Utility Easement Area to electric wires on the Grantor Parcel for sixty (60) consecutive months.

On the termination of this Easement, Grantee shall peaceably and quietly leave, surrender and return the Easement Area to Grantor in good condition and repair, and Grantee shall restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted), at Grantee's sole cost and expense. Subject to the rights of Grantor, Grantee agrees and hereby covenants to, within one hundred eighty (180) days from the date of termination: (i) dismantle and remove all equipment, improvements, fixtures, and other property owned or installed by Grantee on the Easement Area and (ii) restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted). Grantor shall provide Grantee access to the Grantor Parcel during such one hundred eighty (180) day period as reasonably necessary to effectuate such dismantling, removal, and restoration. Upon the termination of this Easement and at the request of either party, the parties shall enter into an instrument terminating this Easement (in recordable form) and such instrument shall be recorded with the Marion County, Kentucky Register of Deeds.

9. Relationship of Parties. Nothing contained in this Easement shall be construed to make the parties partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

10. Modification. This Easement may be modified, amended, or canceled only by written instrument executed by all parties in interest at the time of such amendment and recorded with the Harrison County, Kentucky Register of Deeds.

11. Benefits and Burdens Running with the Grantor Parcel. Grantor covenants with Grantee that Grantor is seized of the Grantor Parcel in fee simple, has the right to convey these easements, that title is marketable and free and clear of all encumbrances except those of record, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever. The benefits and burdens, rights and obligations, easements and restrictions created by this Easement shall run with and burden and be binding upon the Grantor Parcel in perpetuity and shall inure to the benefit of and be binding upon the

parties and those claiming by, through, or under them. The covenants, agreements, terms, provisions, and conditions of this Easement shall bind and benefit the successors in interest of the parties hereto with the same effect as if mentioned in each instance when a party hereto is named or referred to, it being understood and agreed that upon any transfer of ownership of all or any part of any of the parcels, each such successor in interest shall thereupon and thereafter assume, and perform and observe, any and all of the obligations of its predecessors in interest under this Easement.

12. Easement in Gross to Grantee. All easements and other rights granted herein to Grantee shall be easements in gross for the benefit of and personal to Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns).

13. Assignment and Transfer. The easement rights set forth in this Easement may be assigned by Grantee, in whole or in part. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Grantor and Grantee and their respective legal representatives, successors and assigns.

14. Exclusivity. Grantor may not grant rights within the Easement Area similar to the easement rights set forth in this Easement to any other party.

15. Notice. Any notice, demand, and other communications hereunder shall be in writing and shall be deemed properly given if served personally on the party to whom notice is to be given, or if mailed to the party to whom notice is to be given by (i) first class mail, postage prepaid, registered or certified, return receipt requested, or (ii) by nationally recognized overnight courier, addressed to the party to whom notice is to be given at the address set forth below and naming the individuals hereinafter set forth (as applicable). Any notice, demand, and other communications hereunder shall be deemed received upon actual receipt or refusal thereof. Either party may change its address and/or the names of such individuals for purposes hereof by giving the other party notice of the new address in the manner described herein.

Grantee: Eugene and Cynthia Campbell  
1375 Gene Campbell Road  
Lebanon, KY 40033

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

16. No Strict Construction. The rule of strict construction does not apply to the grant of the easements contained herein. These grants shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easements shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.

17. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

18. Estoppel. Each party hereto shall from time to time as requested by the other party execute and deliver to the requesting party (or to a party designated), within fifteen (15) days of demand therefor (but not more often than one (1) time a calendar year), a written statement which shall confirm that there is

no default under this Easement (or specifying any default) and which shall contain such other information or confirmations as may reasonably be required.

19. Miscellaneous. This Easement shall be construed under Kentucky law and supersedes all prior agreements and memoranda with respect to the subject matter hereof. The captions and headings are used only as a matter of convenience and are not to be considered a part of this Easement or to be used in determining the intent of the parties. All recitals contained at the beginning of this Easement are an integral part of this Easement and are fully incorporated into the body of this Easement. If any provision of this Easement shall be declared invalid or unenforceable, the remainder of this Easement shall continue in full force and effect. In any litigation arising out of this Easement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all trial and appellate levels and post-judgment proceedings. As used in this Easement: (i) the term "reasonable attorneys' fees" and any similar phrases shall mean the fees actually incurred at standard hourly rates; and (ii) the term "prevailing party" shall mean the party that obtains the principal relief it has sought, whether by compromise, settlement, or judgment. If the party that commenced or instituted the action, suit, or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party. Time is of the essence in this Easement. The persons executing this Easement on behalf of Grantor and Grantee warrant and represent that each of them is duly authorized to enter into this Easement, to grant the rights granted under this Easement, and that this Easement constitutes the valid and binding obligations of Grantor and Grantee, respectively, enforceable against Grantor and Grantee in accordance with its terms.

20. Grantor's Reservation of Rights. Except as specifically provided herein, Grantor shall continue to have the right to access and use the Grantor Parcel (excluding the Utility Easement Area) for all purposes that do not unreasonably interfere with Grantee's exercise of the rights conveyed herein. Notwithstanding the foregoing, Grantor may continue to use the Grantor Parcel, including the Utility Easement Area, for the continuation of agricultural activities, that do not unreasonably interfere with Grantee's exercise of the rights conveyed herein.

21. Indemnification. Grantee shall indemnify, defend, and save harmless Grantor, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantor Parcel, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantee (or any officer, director, employee, agent, or contractor of Grantee); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantor (or any officer, director, employee, agent, or contractor of Grantor), then Grantee's indemnification, defense, and save harmless obligations shall not be applicable. Grantor shall indemnify, defend, and save harmless Grantee, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantee Facilities, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantor (or any officer, director, employee, agent, or contractor of Grantor); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantee (or any officer, director, employee, agent, or contractor of Grantee), then Grantor's indemnification, defense, and save harmless obligations shall not be applicable. The provisions of this Section 21 shall survive the expiration or termination of this Easement.

22. Insurance. Prior to Grantee or any party acting by, through or behalf of Grantee accessing the Easement Area, Grantee shall provide to Grantor a certificate of insurance naming Grantor, their parents, affiliates, and all of its subsidiaries as additional insureds, with the following minimum insurance:

(a) Worker's Compensation in accordance with the benefits afforded by the statutory Worker's Compensation Acts applicable to the state, territory or district of hire, supervision or place of accident. Policy limits for worker's compensation shall not be less than statutory limits and for employer's liability not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) disease each employee, and one million dollars (\$1,000,000) disease policy limit.

(b) Commercial General Liability Insurance including bodily injury, death, property damage, independent contractors, products/completed operations, contractual, and personal injury liability, with a limit of One Million Dollars (\$1,000,000) per occurrence and in the annual aggregate.

(c) Commercial Automobile Insurance covering owned, hired, rented, and non-owned automotive equipment with a limit of One Million Dollars (\$1,000,000) per accident.

(d) Excess Umbrella Liability Insurance coverage in excess of the terms and limits of insurance specified in paragraphs a, b, and c above with a combined limit of Five Million Dollars (\$5,000,000) per occurrence.

The certificate of insurance evidencing coverage shall require the insurer endeavor to give thirty (30) days prior written notice to Grantor of cancellation of coverage. Any combination of primary and excess/umbrella policies may be utilized to satisfy the required limits of liability. Notwithstanding the above, the above insurance provisions may be satisfied by self-insurance. Grantee covenants that, in the event of the withdrawal of such self-insurance, Grantee will install insurance for those areas of coverage withdrawn that meets or exceeds the material requirements of this Easement. In the event that Grantee fails to maintain such self-insurance or insurance, Grantee shall defend or pay any such amount that would have been payable by an insurance carrier issuing such coverage, had such coverage been obtained by Grantee, to the party entitled to such payment and Grantee shall be responsible for any loss or expense to the same extent as Grantee's insurer would had Grantee obtained the insurance coverage required by this Easement.

*[The remainder of this page intentionally left blank. Signature Pages Follow.]*



*[Signature Page to Easement]*

IN WITNESS WHEREOF, the undersigned has executed this Easement as of the date first above written.

**GRANTOR:**

Eugene Campbell

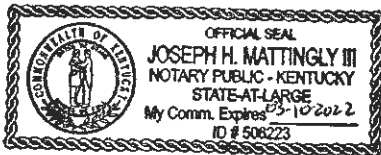
By: *Eugene Campbell*  
Name: EUGENE CAMPBELL  
Title: GRANTOR

STATE OF KENTUCKY

COUNTY OF MARION

I, JOSEPH H. MATTINGLY III, a Notary Public of the State aforesaid, certify that EUGENE CAMPBELL, as GRANTOR of \_\_\_\_\_, personally appeared before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing Easement was signed in its name by him in such capacity.

WITNESS my hand and official stamp or seal, this the 4 day of APRIL, 2020



*Joseph H. Mattingly III*  
Signature of Notary Public

JOSEPH H. MATTINGLY III  
Printed Name of Notary Public

My Commission Expires: 03/10/2022

[AFFIX NOTARIAL STAMP OR SEAL]

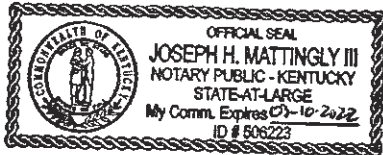
Cynthia Campbell

By: Cynthia Campbell  
Name: CYNTHIA CAMPBELL  
Title: GRANTOR

STATE OF KENTUCKY  
COUNTY OF MARION

I, JOSEPH H. MATTINGLY III, a Notary Public of the State aforesaid, certify that CYNTHIA CAMPBELL, as GRANTOR of \_\_\_\_\_, personally appeared before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing Easement was signed in its name by him in such capacity.

WITNESS my hand and official stamp or seal, this the 4 day of APRIL, 2020



Joseph H. Mattingly III  
Signature of Notary Public  
JOSEPH H. MATTINGLY III  
Printed Name of Notary Public

My Commission Expires: 03/10/2022

[AFFIX NOTARIAL STAMP OR SEAL]

[Signature Page to Easement]

GRANTEE:

Northern Bobwhite Solar, LLC

By: [Signature]  
Name: ALGER EHR  
Title: MANAGER

STATE OF North Carolina  
COUNTY OF Mecklenburg

I, Brett Moulton, a Notary Public of the State aforesaid, certify that Alger Ehr, as Manager of Northern Bobwhite Solar LLC personally appeared before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing Easement was signed in its name by him in such capacity.

WITNESS my hand and official stamp or seal, this the 29 day of April, 2020

[Signature]  
Signature of Notary Public  
Brett Moulton  
Printed Name of Notary Public

My Commission Expires: June 6, 2022

[AFFIX NOTARIAL STAMP OR SEAL]

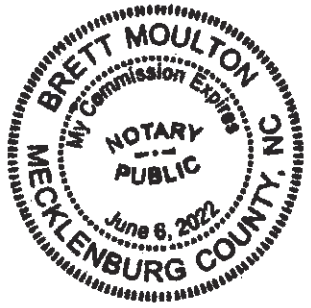
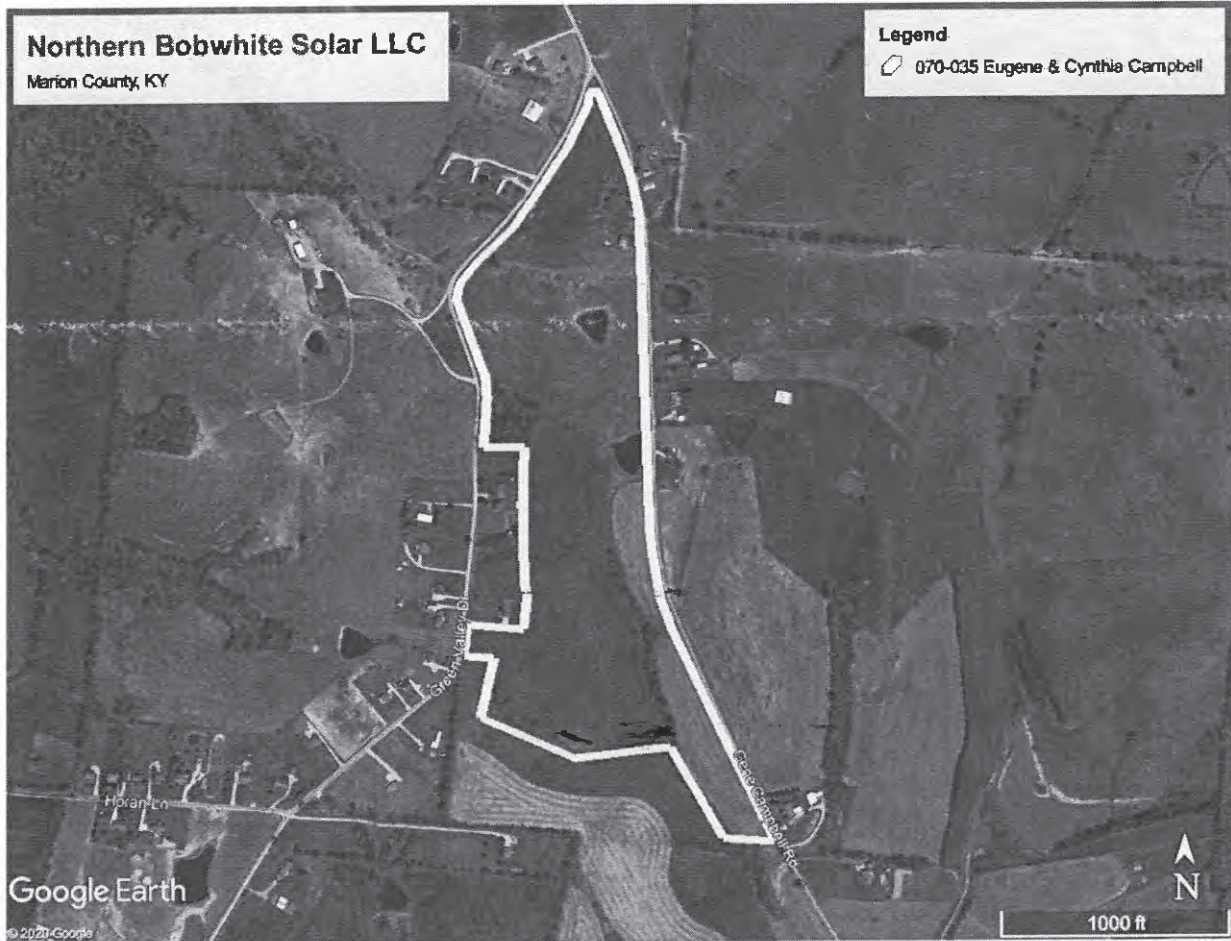


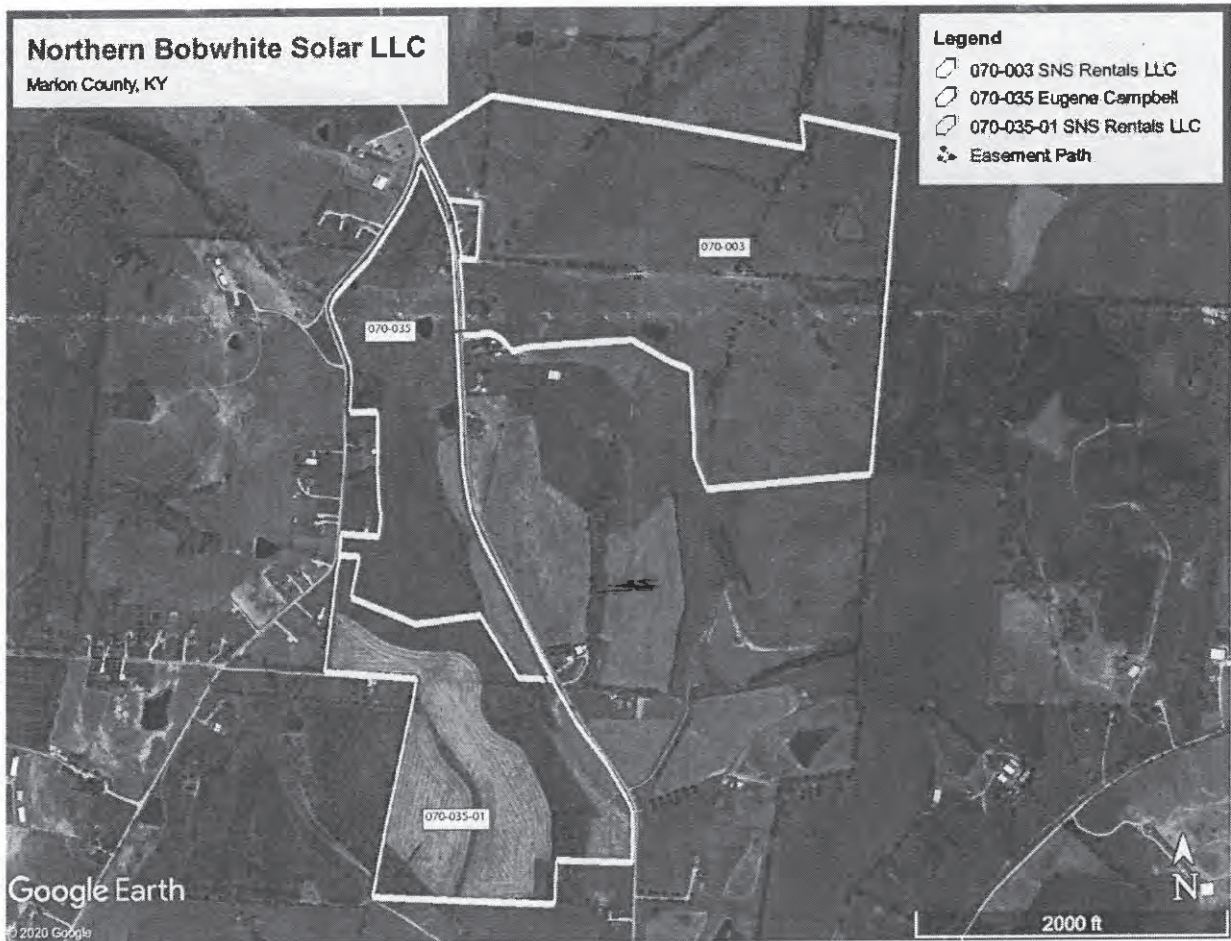
Exhibit A

Grantor Parcel



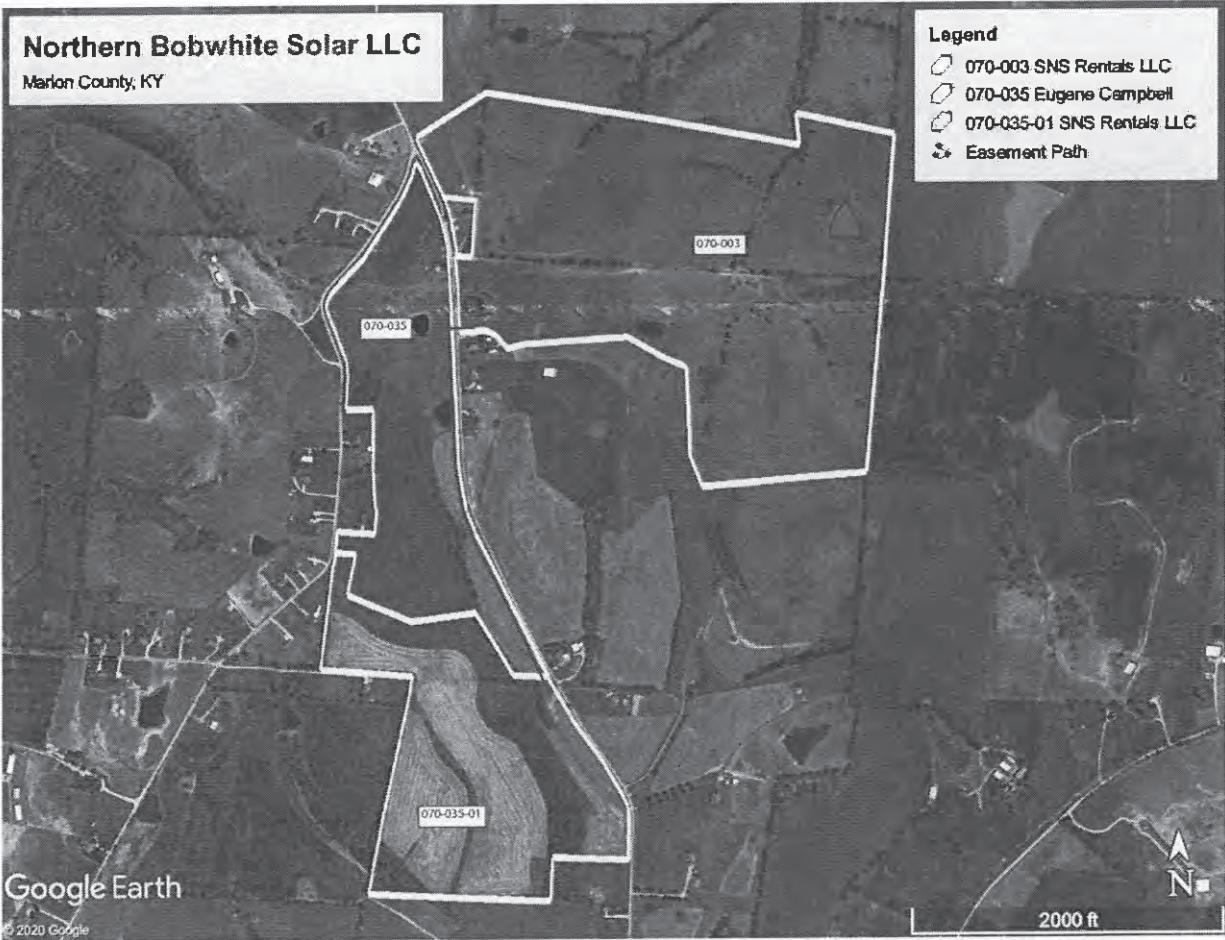
**Exhibit B**

Grantee Parcel



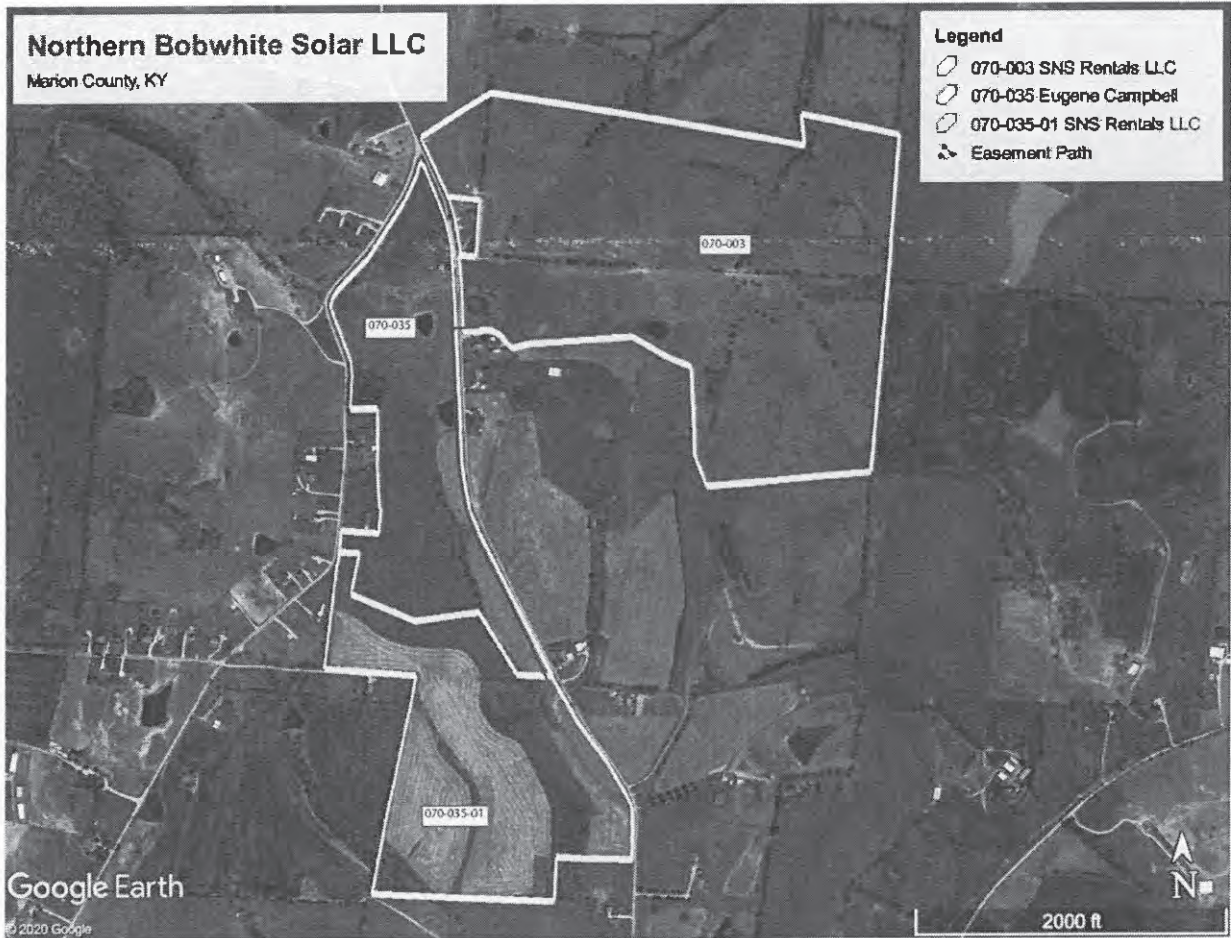
**Exhibit C**

**Utility Easement Area**



**Exhibit D**

Access Easement Area



**Exhibit E**

Easement Fee

**THIS EXHIBIT WILL NOT BE RECORD.**

This Exhibit E shall be made a part of that certain Access and Utility Easement by and among **Eugene Campbell and Cynthia Campbell** and **Northern Bobwhite Solar LLC**, a Kentucky limited liability company dated as of \_\_\_\_\_, 20\_\_.

Grantee shall pay to Grantor the following amounts in consideration for the Easement (the "**Easement Fee**"):

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |



After Recording Mail to:  
Kilpatrick Townsend & Stockton LLP (JCL)  
4208 Six Forks Road, Suite 1400  
Raleigh, NC 27609

**COMMONWEALTH OF KENTUCKY**

**COUNTY OF MARION**

**FIRST AMENDMENT TO ACCESS AND UTILITY EASEMENT**

THIS FIRST AMENDMENT TO ACCESS AND UTILITY EASEMENT ("**Amended Easement**") is made and entered into as of this 15 day of July, 2020 (the "**Effective Date**") by and between **EUGENE CAMPBELL and CYNTHIA CAMPBELL** ("**Grantor**"), and **NORTHERN BOBWHITE SOLAR, LLC**, ("**Grantee**"). Grantor and Grantee are sometimes individually referred to herein as a "**party**" and collectively referred to herein as the "**parties.**"

**WITNESSETH:**

WHEREAS, Grantor and Grantee are parties to that certain Access and Utility Easement dated April 29, 2020;

WHEREAS, Grantor is the fee simple owner of that certain parcel of land located in Marion County, Kentucky being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Grantor Parcel**");

WHEREAS, Grantee owns or is under contract or option to purchase or lease certain real property adjacent to the Grantor Parcel being more particularly described on **Amended Exhibit B**; and

WHEREAS, Grantee desires certain easements permitting Grantee to access, construct, operate, and maintain certain facilities on an additional portion of the Grantor Parcel.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

**AGREEMENT:**

1. **Grant of Utility and Access Easement:**

(a) **Utility Easement.** Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, an exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel more particularly shown on **Amended Exhibit C** attached hereto and incorporated herein by reference (the "**Amended Utility Easement Area**") for the installation, maintenance, repair, replacement, and removal of: power lines and all infrastructure and facilities associated therewith. The additional Utility Easement Area contemplated by this Amended Easement shall be placed underground and therefore shall not include, poles, towers, foundations, and other structures and apparatus used or useful for the transmission of electricity, together with their strengthening supports, sufficient foundations and supports.

(b) Access Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, the non-exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel more particularly shown on **Amended Exhibit D** attached hereto and incorporated herein by reference (the "**Amended Access Easement Area**") and, together with the Amended Utility Easement Area, the "**Amended Easement Area**")

2. Easement Fee. In consideration of the Easements and other rights granted by the Grantor to the Grantee in this Agreement, Grantee shall pay Grantor the amount(s) set forth in the **Amended Exhibit E** attached hereto. The parties hereby agree that Grantee shall omit or remove **Amended Exhibit E** from the Agreement that is submitted for recordation in the Official Records.

3. Counterparts and Email/PDF. This Amended Easement 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 Amended Easement.

4. Miscellaneous. Except as amended and/or modified by this Amended Easement, the Easement is hereby ratified and confirmed and all other terms of the Easement shall remain in full force and effect, unaltered and unchanged by this Amended Easement. Whether or not specifically amended by this Amended Easement, all of the terms and provisions of the Easement are hereby amended to the extent necessary to give effect to the purpose and intent of this Amended Easement.

*[Signatures Appear on Following Page]*

[Signature Page to Easement]

IN WITNESS WHEREOF, the undersigned has executed this Easement as of the date first above written.

GRANTOR:

Eugene Campbell

By: Eugene Campbell  
Name: Eugene Campbell  
Title: Grantor

STATE OF Kentucky

COUNTY OF Maion

I, Joseph H. Mattingly III, a Notary Public of the State aforesaid, certify that Eugene Campbell, as Grantor of Grantor Parcel, personally appeared before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing Easement was signed in its name by him in such capacity.

WITNESS my hand and official stamp or seal, this the 30 day of June, 2020



Joseph H. Mattingly III  
Signature of Notary Public  
Joseph H. Mattingly III  
Printed Name of Notary Public

My Commission Expires: 03-10-2020

[AFFIX NOTARIAL STAMP OR SEAL]

Cynthia Campbell

By: Cynthia Campbell  
Name: Cynthia Campbell  
Title: Grantor

STATE OF Kentucky

COUNTY OF Marion

I, Joseph H. Mattingly III, a Notary Public of the State aforesaid, certify that Cynthia Campbell, as Grantor of Grantor Parcel, personally appeared before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing Easement was signed in its name by him in such capacity.

WITNESS my hand and official stamp or seal, this the 30 day of June, 2020



Joseph H. Mattingly III  
Signature of Notary Public

Joseph H. Mattingly III  
Printed Name of Notary Public

My Commission Expires: 03-10-2020

[AFFIX NOTARIAL STAMP OR SEAL]

[Signature Page to Easement]

GRANTEE:

Northern Bobwhite Solar, LLC

By:  
Name:  
Title:

Juergen Fehr  
MANAGER

STATE OF North Carolina  
COUNTY OF Mecklenburg

I, Brett Moulton, a Notary Public of the State aforesaid, certify that Juergen Fehr, as Manager of Northern Bobwhite Solar LLC, personally appeared before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing Easement was signed in its name by him in such capacity.

WITNESS my hand and official stamp or seal, this the 15 day of July, 2020

Brett Moulton

Signature of Notary Public

Brett Moulton

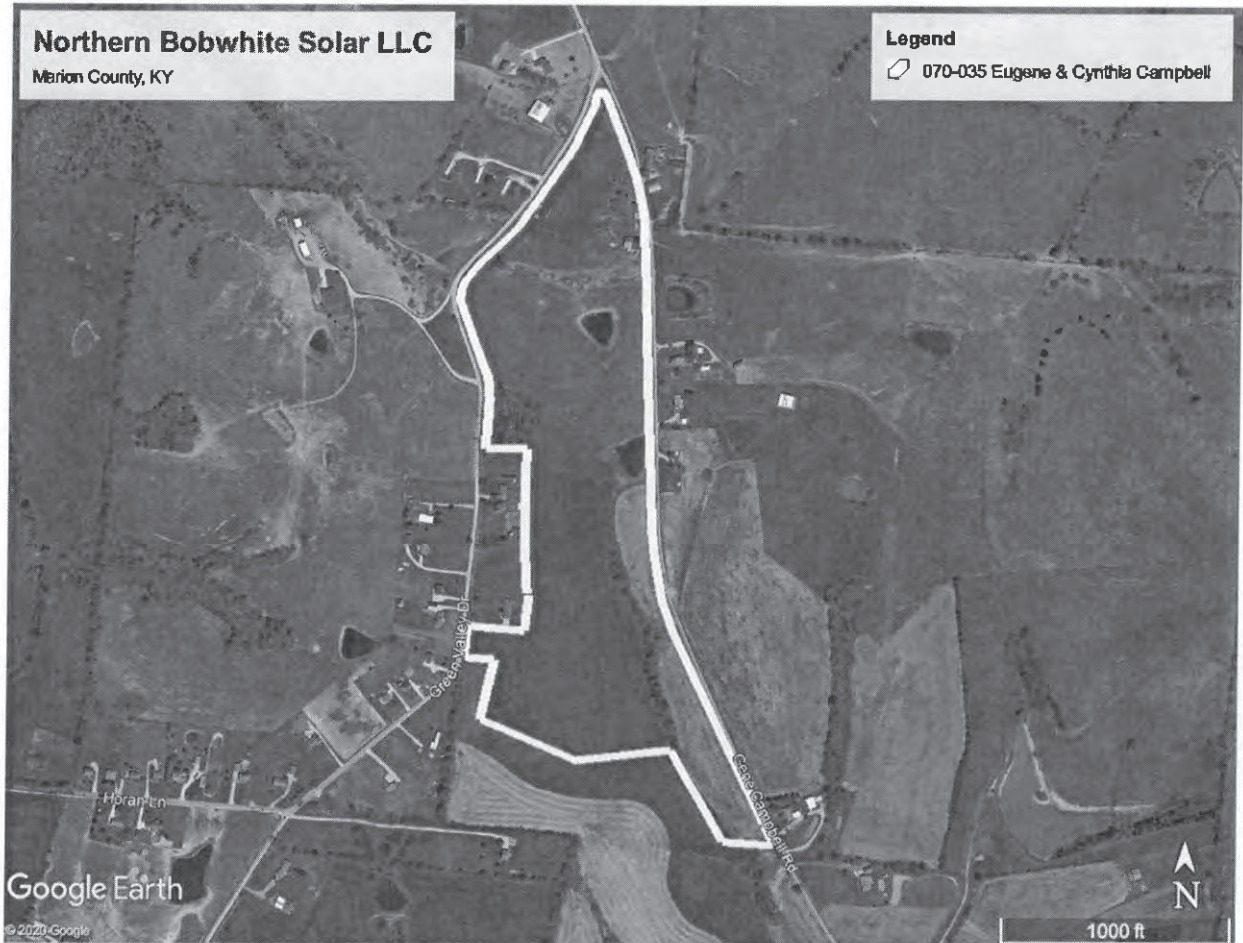
Printed Name of Notary Public

My Commission Expires: June 6, 2022

[AFFIX NOTARIAL STAMP OR SEAL]

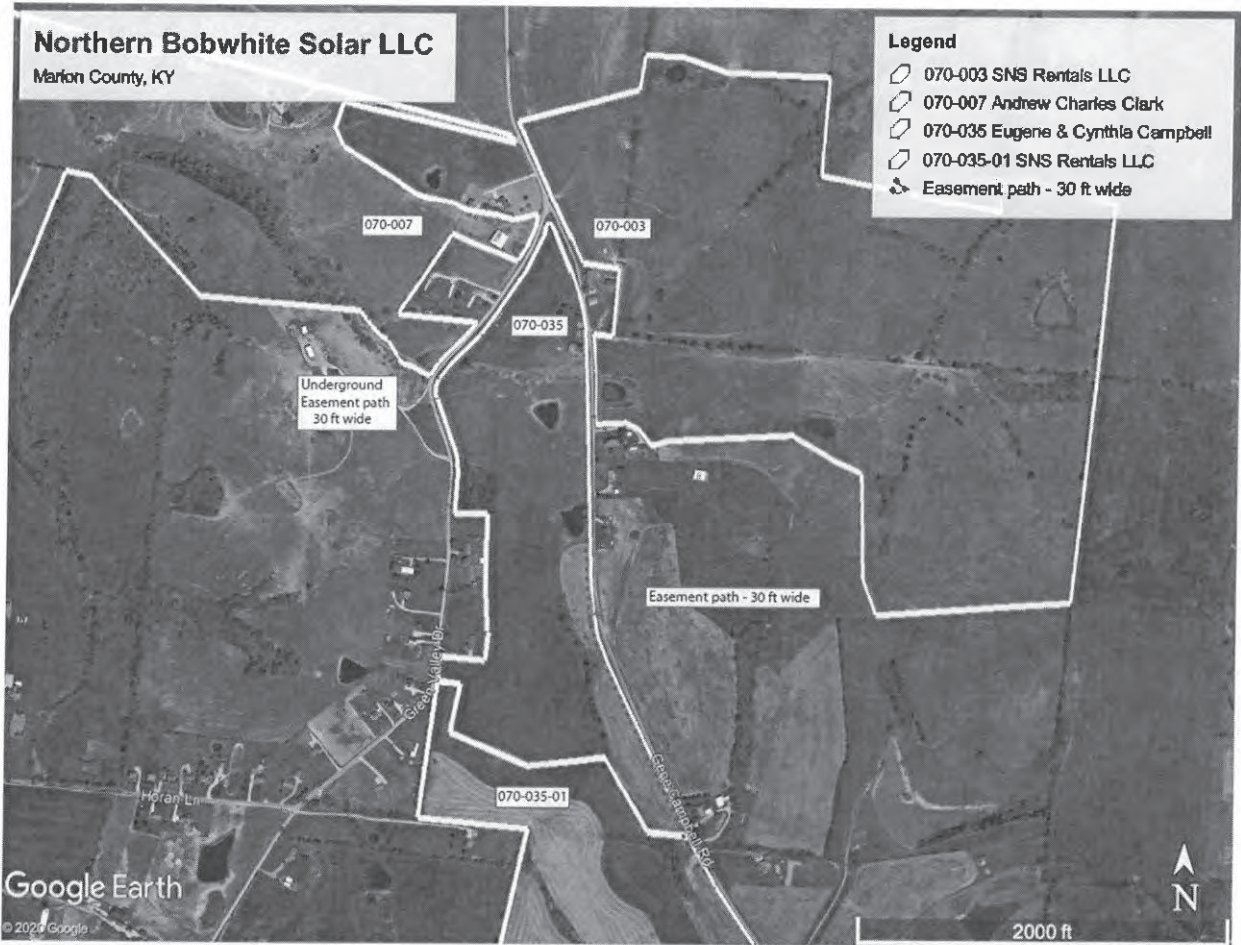


**EXHIBIT A**  
Grantor Parcel



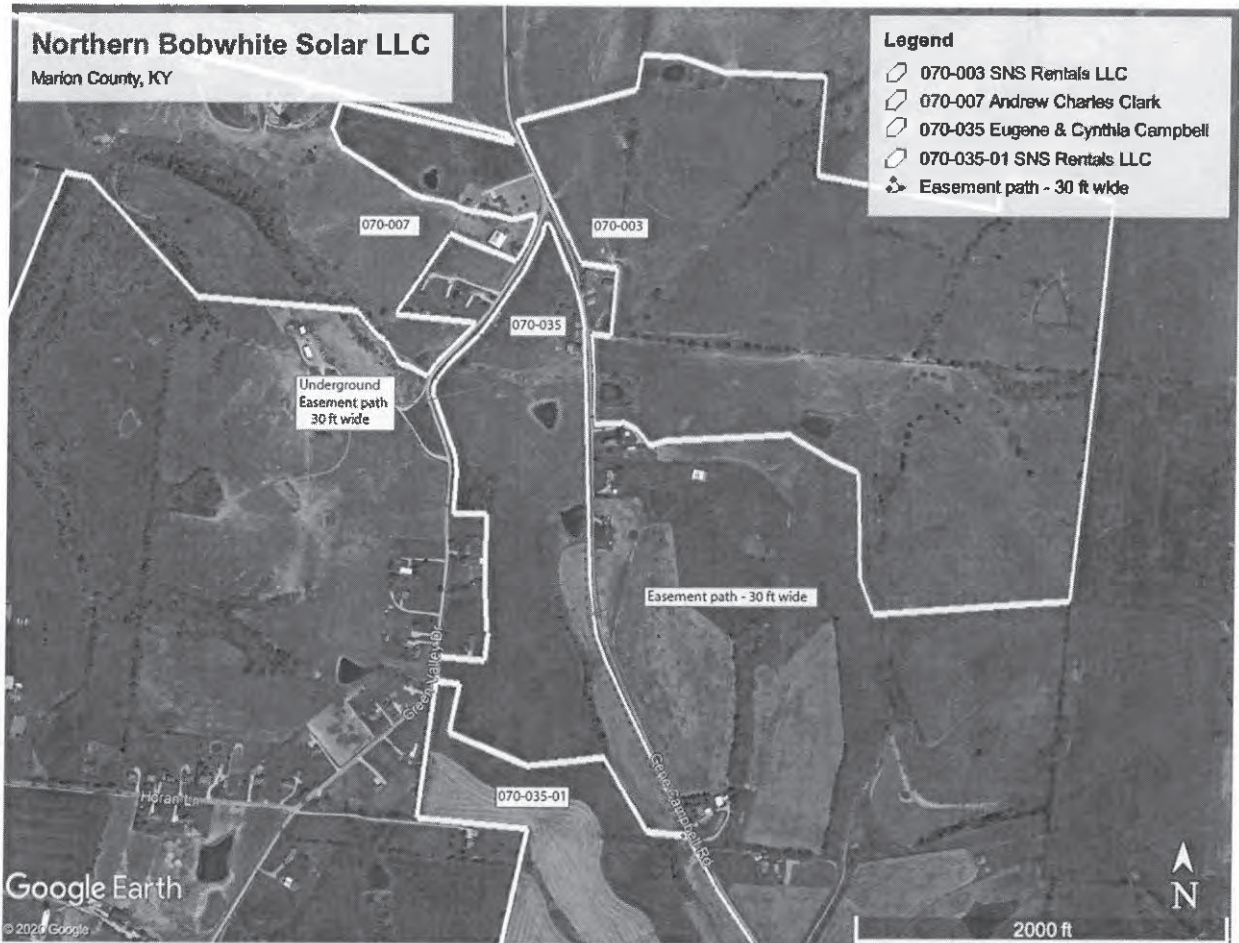
**Amended Exhibit B**

**Amended Grantee Parcel**



**Amended Exhibit C**

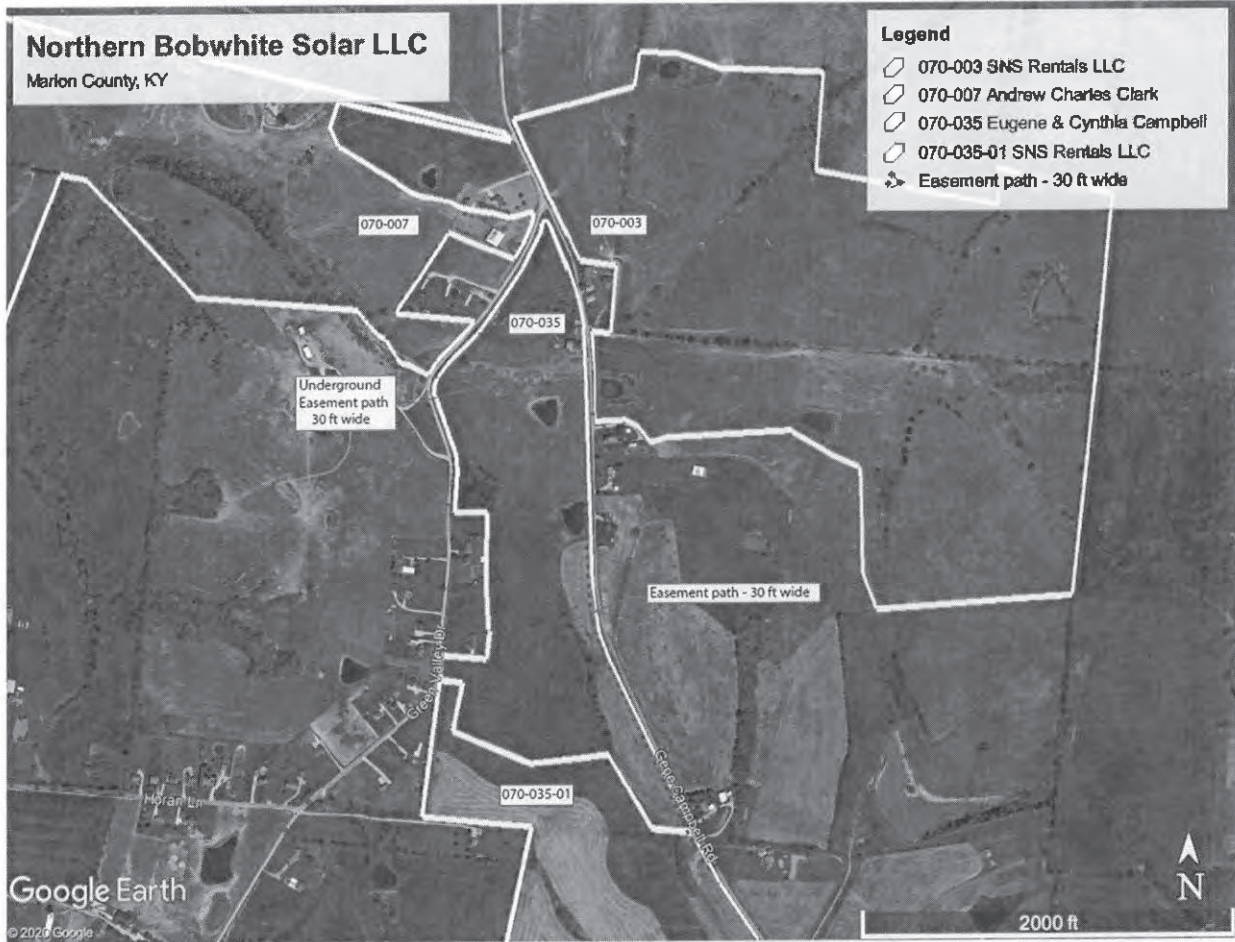
**Amended Utility Easement Area**





**Amended Exhibit D**

**Amended Access Easement Area**



**Amended Exhibit E**

Amended Easement Fee

**THIS EXHIBIT WILL NOT BE RECORD.**

This Exhibit E shall be made a part of that certain Access and Utility Easement by and among **Eugene Campbell and Cynthia Campbell and Northern Bobwhite Solar LLC**, a Kentucky limited liability company dated as of April 29, 2020.

Grantee shall pay to Grantor the following amounts in consideration for the Easement (the "**Easement Fee**"):

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

After Recording Mail to:  
Kilpatrick Townsend & Stockton LLP (JCL)  
4208 Six Forks Road, Suite 1400  
Raleigh, NC 27609

By: \_\_\_\_\_  
John C. Livingston, Esq.

**STATE OF KENTUCKY**

**COUNTY OF MARION**

**ACCESS AND UTILITY EASEMENT**

THIS ACCESS AND UTILITY EASEMENT ("**Easement**") is made and entered into as of this 18 day of September, 2020 (the "**Effective Date**") by and between ANDREW CLARK and ALICE CLARK, husband and wife (collectively referred to as "**Grantors**") and NORTHERN BOBWHITE SOLAR LLC, a Kentucky limited liability company ("**Grantee**"). Grantor and Grantee are sometimes individually referred to herein as a "**party**" and collectively referred to herein as the "**parties**."

**WITNESSETH:**

WHEREAS, Grantor is the fee simple owner of that certain parcel of land located in Marion County, Kentucky being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Grantor Parcel**");

WHEREAS, Grantee leases certain real property near the Grantor Parcel being more particularly described on **Exhibit B** attached hereto and incorporated herein by reference (the "**Grantee Parcels**"); and

WHEREAS, Grantee desires certain easements permitting Grantee to access, construct, operate, and maintain certain facilities on a portion of the Grantor Parcel.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Utility and Access Easement:**

(a) Utility Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, an exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel more particularly shown on Exhibit C attached hereto and incorporated herein by reference (the "Utility Easement Area") for the installation, maintenance, repair, replacement, and removal of: underground power lines and all infrastructure and facilities associated therewith (collectively, "Grantee's Facilities"). Without limiting the generality of the foregoing, such easement shall include, without limitation, the right to transmit electricity over said wires, cables, or apparatus.

(b) Temporary Construction Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, an exclusive right, privilege, and easement over and across the Grantor Parcel for use by Grantee, its successors and assigns for access to and for construction, maintenance, repair, replacement, and removal of roadway, utility and related improvements upon the Utility Easement Area from time to time. The aforesaid easement unto Grantee and its successors and assigns forever. The easement herein conveyed includes, but is not limited to, the right and privilege by Grantee to go onto and to access the Grantor Parcel with vehicles, heavy equipment, machinery, construction supplies, and building materials. Following the construction activities described above, Grantee shall reasonably restore property disturbed by the construction activities both inside and outside the Utility Easement Area, including reseeding and stabilizing such areas.

(c) Access Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, the non-exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel more particularly shown on Exhibit D attached hereto and incorporated herein by reference (the "Access Easement Area" and, together with the Utility Easement Area, the "Easement Area") for access, ingress, egress, and regress for pedestrian and vehicular traffic (including construction vehicles, machinery, and equipment), to and from the Utility Easement Area.

Grantee shall comply (and shall cause its officers, directors, employees, agents, contractors, permitted successors, and permitted assigns to comply) with all laws, regulations, ordinances, permits, and other legal requirements applicable to Grantee's exercise of its rights hereunder, including, without limitation, its use of, and activities within, the Easement Area and its use, maintenance, and repair of Grantee's Facilities. Grantee shall not use the Easement Area or exercise its rights under this Easement for any unlawful or immoral purposes or in such a manner as to constitute a nuisance.

2. No Barriers. No barriers, fences, or other obstructions shall be erected within the Easement Area so as to unreasonably interfere with the free flow of pedestrian and vehicular traffic or to unreasonably interfere with the utilities placed within the Easement Area.

3. Construction Standards; Maintenance. Grantee has visited and inspected the Easement Area and, for purposes of this Easement, accepts the same in its "AS IS", "WHERE IS", "WITH ALL FAULTS" condition. Grantee acknowledges that no representations or warranties, express or implied, have been made to Grantee as to the condition of the Easement Area. Grantee shall perform all of its construction work in a good and workmanlike manner, and at no expense to Grantor. The parties acknowledge that, during the initial construction of their respective facilities, Grantor and Grantee may simultaneously construct and improve their respective facilities on the Grantor Parcel, and, therefore, the parties agree that both parties must be able to use the access road located within the Access Easement Area at all times for access to their respective facilities, and neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Utility Easement Area, as applicable, and/or such party's use of the access road. Either party shall give not fewer than seven (7) days prior notice (which may be telephonic or

by electronic mail) to the other party of the date when any of Grantee's construction work is to commence. Notwithstanding the foregoing, the parties shall act in good faith to coordinate the construction of their respective facilities in a timely manner (including requests by Grantee to use portions of the Grantor Parcel located outside of the Easement Area temporarily for (1) construction related activities and (2) for any future maintenance or improvement activities). After completion of the initial construction, neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Utility Easement Area, as applicable. Grantee shall be responsible for obtaining, at its own expense, the requisite approvals and permits for the construction work from any appropriate governmental authorities. Grantee shall be responsible for any taxes or assessments levied for or as a result of the Grantee's Facilities or other future improvements placed on the Easement Area by, or at the request of, Grantee. Grantee shall maintain its facilities located in the Easement Area in good and workmanlike condition and repair at all times at Grantee's sole cost and expense.

4. Easement Fees. In consideration of the Easements and other rights granted by the Grantor to the Grantee in this Agreement, Grantee shall pay Grantor the amount(s) set forth in the Exhibit E attached hereto. The parties hereby agree that Grantee shall omit or remove Exhibit E from the original of the Agreement that is submitted for recordation in the Official Records. Grantor shall treat the information as confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be give or withheld in Grantee's sole and absolute discretion. If any payment otherwise due from Grantee herein is not received by Grantor ten (10) days after the later of the date the same is due hereunder and the date Grantor provides Grantee written notice of the delinquency, Grantee will pay a late fee to Grantor equal to 5.00% of the unpaid delinquent amount. Failure of the Grantor to comply with the provisions herein shall be deemed a default under the terms of this Easement. In the event of a default caused by Grantee's failure to make the required payments to Grantor as reflected on Exhibit E and Grantee's failure to cure the monetary default within ninety (90) days from the date Grantor provides Grantee written notice of the delinquency, Grantor may terminate this Easement. Upon Grantee's failure to timely cure any monetary default, the Grantors are authorized to unilaterally file a Certificate of Termination, sworn to by said Grantors, in the office of the Marion County Clerk, which shall constitute termination of the Easement. The Grantor's right of termination shall only apply to a monetary default by Grantee

5. Liens. Grantor shall not suffer or permit the Easement Area to be encumbered by any lien or encumbrance that has priority over this Easement. If any mechanic's or materialmen's lien is filed against the Easement Area or the Grantor Parcel as a result of claims made by, against, through, or under Grantee (each a "Grantee Lien"), Grantee shall cause the same to be cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof. If Grantee shall fail to discharge or contest a Grantee Lien within said time period, then Grantor may at its election, in addition to any other right or remedy available to Grantor, discharge the Grantee Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantor acts to discharge or secure the Grantee Lien, then Grantee shall immediately reimburse Grantor for all reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) of Grantor involving such lien. Grantee shall give Grantor written notice within three (3) days of receipt of notice of any such Grantee Lien.

6. Breach; No Waiver. The terms and conditions of this Easement shall be enforceable by either party (or its permitted successors or permitted assigns), by actions for specific performance or injunction, in addition to any other remedies available at law. No delay or omission by any party in exercising any right or power accruing upon any noncompliance or failure of performance by the other party under the provisions of this Easement shall impair any such right or power or be construed to be a waiver thereof.

7. No Public Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication to the general public or for any public use or purpose whatsoever or be deemed to create any rights or benefits in favor of any municipality, public authority, or official thereof, it being the intention of the parties hereto that this Easement be for the exclusive benefit of the parties and those claiming under them.

8. Termination. Subject to the terms and conditions contained in this Section 8, this Easement shall be perpetual. Grantee may terminate this Easement at any time by giving Grantor at least one (1) month's prior written notice. Additionally, Grantor shall have the right to terminate this Easement if, during any time period that is after the thirty-fifth (35<sup>th</sup>) anniversary of the Effective Date, Grantee fails to operate Grantee's Facilities to send electricity or energy through the Utility Easement Area to a substation or underground electric wires on the Grantor Parcel for sixty (60) consecutive months.

On the termination of this Easement, Grantee shall peaceably and quietly leave, surrender and return the Easement Area to Grantor in good condition and repair, and Grantee shall restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted), at Grantee's sole cost and expense. Subject to the rights of Grantor, Grantee agrees and hereby covenants to, within one hundred eighty (180) days from the date of termination: (i) dismantle and remove all equipment, improvements, fixtures, and other property owned or installed by Grantee on the Easement Area and (ii) restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted). Grantor shall provide Grantee access to the Grantor Parcel during such one hundred eighty (180) day period as reasonably necessary to effectuate such dismantling, removal, and restoration. Upon the termination of this Easement and at the request of either party, the parties shall enter into an instrument terminating this Easement (in recordable form) and such instrument shall be recorded with the Marion County, Kentucky Register of Deeds.

9. Relationship of Parties. Nothing contained in this Easement shall be construed to make the parties partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

10. Modification. This Easement may be modified, amended, or canceled only by written instrument executed by all parties in interest at the time of such amendment and recorded with the Marion County, Kentucky Register of Deeds.

11. Benefits and Burdens Running with the Grantor Parcel. Grantor covenants with Grantee that Grantor is seized of the Grantor Parcel in fee simple, has the right to convey these easements, that title is marketable and free and clear of all encumbrances except those of record, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever. The benefits and burdens, rights and obligations, easements and restrictions created by this Easement shall run with and burden and be binding upon the Grantor Parcel in perpetuity and shall inure to the benefit of and be binding upon the parties and those claiming by, through, or under them. The covenants, agreements, terms, provisions, and conditions of this Easement shall bind and benefit the successors in interest of the parties hereto with the same effect as if mentioned in each instance when a party hereto is named or referred to, it being understood and agreed that upon any transfer of ownership of all or any part of any of the parcels, each such successor in interest shall thereupon and thereafter assume, and perform and observe, any and all of the obligations of its predecessors in interest under this Easement.

12. Easement in Gross to Grantee. All easements and other rights granted herein to Grantee shall be easements in gross for the benefit of and personal to Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns).

13. Assignment and Transfer. The easement rights set forth in this Easement may be assigned by Grantee, in whole or in part. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Grantor and Grantee and their respective legal representatives, successors and assigns.

14. Exclusivity. Grantor may not grant rights within the Easement Area similar to the easement rights set forth in this Easement to any other party.

15. Notice. Any notice, demand, and other communications hereunder shall be in writing and shall be deemed properly given if served personally on the party to whom notice is to be given, or if mailed to the party to whom notice is to be given by (i) first class mail, postage prepaid, registered or certified, return receipt requested, or (ii) by nationally recognized overnight courier, addressed to the party to whom notice is to be given at the address set forth below and naming the individuals hereinafter set forth (as applicable). Any notice, demand, and other communications hereunder shall be deemed received upon actual receipt or refusal thereof. Either party may change its address and/or the names of such individuals for purposes hereof by giving the other party notice of the new address in the manner described herein.

Grantor: Andrew & Alice Clark  
3415 Barbers Mill Rd.  
Lebanon, KY 40033

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

16. No Strict Construction. The rule of strict construction does not apply to the grant of the easements contained herein. These grants shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easements shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.

17. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

18. Estoppel. Each party hereto shall from time to time as requested by the other party execute and deliver to the requesting party (or to a party designated), within fifteen (15) days of demand therefor (but not more often than one (1) time a calendar year), a written statement which shall confirm that there is no default under this Easement (or specifying any default) and which shall contain such other information or confirmations as may reasonably be required.

19. Miscellaneous. This Easement shall be construed under Kentucky law and supersedes all prior agreements and memoranda with respect to the subject matter hereof. The captions and headings are used only as a matter of convenience and are not to be considered a part of this Easement or to be used in determining the intent of the parties. All recitals contained at the beginning of this Easement are an integral part of this Easement and are fully incorporated into the body of this Easement. If any provision of this Easement shall be declared invalid or unenforceable, the remainder of this Easement shall continue in full force and effect. In any litigation arising out of this Easement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all trial and appellate levels and post-judgment

proceedings. As used in this Easement: (i) the term "reasonable attorneys' fees" and any similar phrases shall mean the fees actually incurred at standard hourly rates; and (ii) the term "prevailing party" shall mean the party that obtains the principal relief it has sought, whether by compromise, settlement, or judgment. If the party that commenced or instituted the action, suit, or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party. Time is of the essence in this Easement. The persons executing this Easement on behalf of Grantor and Grantee warrant and represent that each of them is duly authorized to enter into this Easement, to grant the rights granted under this Easement, and that this Easement constitutes the valid and binding obligations of Grantor and Grantee, respectively, enforceable against Grantor and Grantee in accordance with its terms.

20. Grantor's Reservation of Rights. Except as specifically provided herein, Grantor shall continue to have the right to access and use the Grantor Parcel for all purposes that do not unreasonably interfere with Grantee's exercise of the rights conveyed herein.

21. Indemnification. Grantee shall indemnify, defend, and save harmless Grantor, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantor Parcel, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantee (or any officer, director, employee, agent, or contractor of Grantee); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantor (or any officer, director, employee, agent, or contractor of Grantor), then Grantee's indemnification, defense, and save harmless obligations shall not be applicable. Grantor shall indemnify, defend, and save harmless Grantee, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantee Facilities, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantor (or any officer, director, employee, agent, or contractor of Grantor); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantee (or any officer, director, employee, agent, or contractor of Grantee), then Grantor's indemnification, defense, and save harmless obligations shall not be applicable. The provisions of this Section 21 shall survive the expiration or termination of this Easement.

22. Insurance. Prior to Grantee or any party acting by, through or behalf of Grantee accessing the Easement Area, Grantee shall provide to Grantor a certificate of insurance naming Grantor, their parents, affiliates, and all of its subsidiaries as additional insureds, with the following minimum insurance:

(a) Worker's Compensation in accordance with the benefits afforded by the statutory Worker's Compensation Acts applicable to the state, territory or district of hire, supervision or place of accident. Policy limits for worker's compensation shall not be less than statutory limits and for employer's liability not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) disease each employee, and one million dollars (\$1,000,000) disease policy limit.

(b) Commercial General Liability Insurance including bodily injury, death, property damage, independent contractors, products/completed operations, contractual, and personal injury liability, with a limit of One Million Dollars (\$1,000,000) per occurrence and in the annual aggregate.



(c) Commercial Automobile Insurance covering owned, hired, rented, and non-owned automotive equipment with a limit of One Million Dollars (\$1,000,000) per accident.

(d) Excess Umbrella Liability Insurance coverage in excess of the terms and limits of insurance specified in paragraphs a, b, and c above with a combined limit of Five Million Dollars (\$5,000,000) per occurrence.

The certificate of insurance evidencing coverage shall require the insurer endeavor to give thirty (30) days prior written notice to Grantor of cancellation of coverage. Any combination of primary and excess/umbrella policies may be utilized to satisfy the required limits of liability. Notwithstanding the above, the above insurance provisions may be satisfied by self-insurance. Grantee covenants that, in the event of the withdrawal of such self-insurance, Grantee will install insurance for those areas of coverage withdrawn that meets or exceeds the material requirements of this Easement. In the event that Grantee fails to maintain such self-insurance or insurance, Grantee shall defend or pay any such amount that would have been payable by an insurance carrier issuing such coverage, had such coverage been obtained by Grantee, to the party entitled to such payment and Grantee shall be responsible for any loss or expense to the same extent as Grantee's insurer would had Grantee obtained the insurance coverage required by this Easement.

*[The remainder of this page intentionally left blank. Signature Pages Follow.]*

[Signature Page to Easement]

IN WITNESS WHEREOF, the undersigned has executed this Easement as of the date first above written.

GRANTOR:

Andrew Clark  
Andrew Clark  
Alice Clark  
Alice Clark

STATE OF Kentucky  
COUNTY OF Boyle

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     |
|--------------|--------------|
| Andrew Clark | Individually |
| Alice Clark  | Individually |

Date: 8-28-2020

Paul Purcell, Notary Public  
(print name)

(official seal)

My commission expires: Aug 9, 2022

[Signature Page to Easement]

GRANTEE:

Northern Bobwhite Solar LLC,  
a Kentucky limited liability company

By: \_\_\_\_\_  
Name: JERGEN FEHR  
Title: MANAGER

STATE OF North Carolina  
COUNTY OF Mecklenburg

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       |
|--------------------|----------------|
| <u>Jergen Fehr</u> | <u>Manager</u> |

Date: 09/18/2020

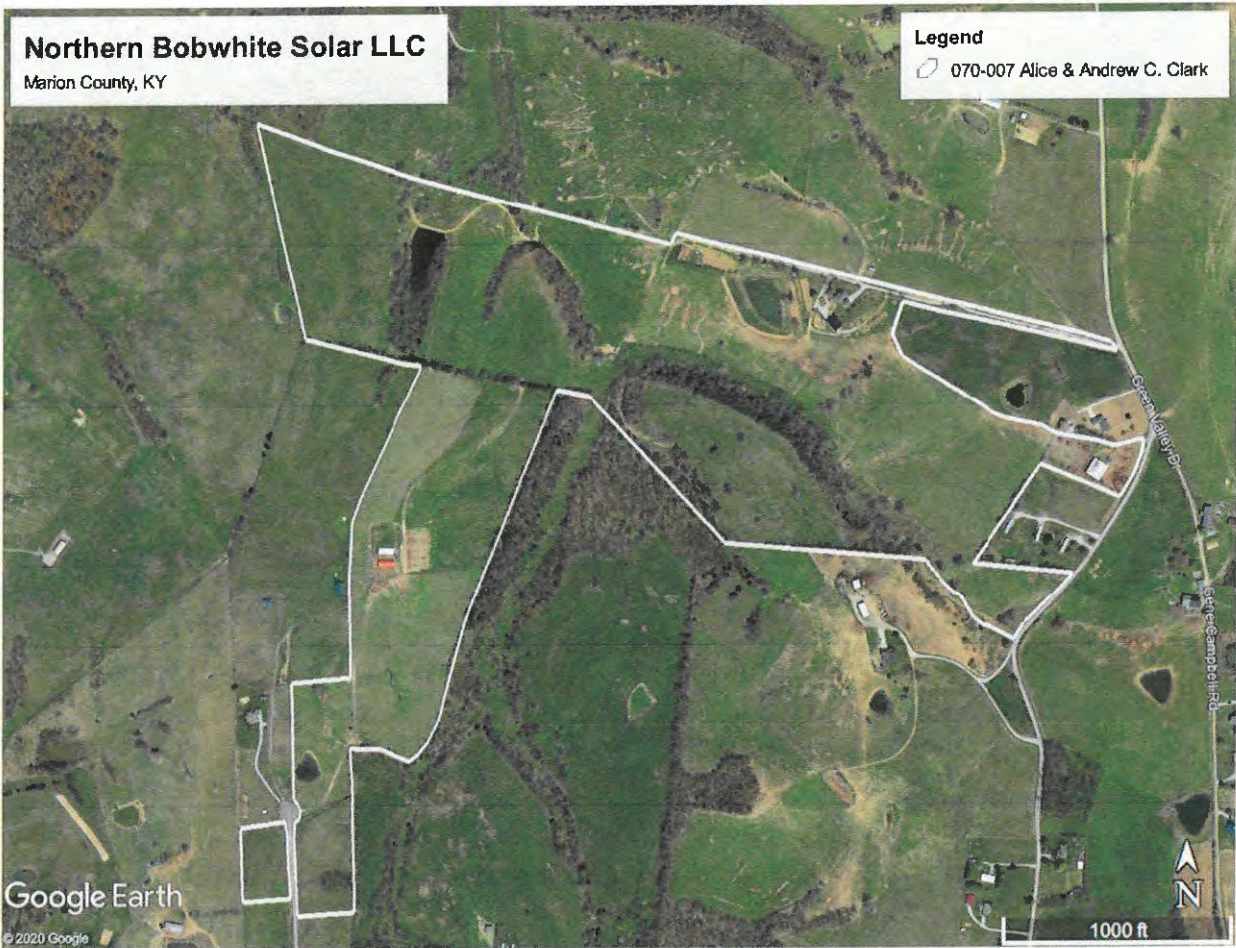
Brett Moulton  
Brett Moulton, Notary Public  
(print name)

(official seal)



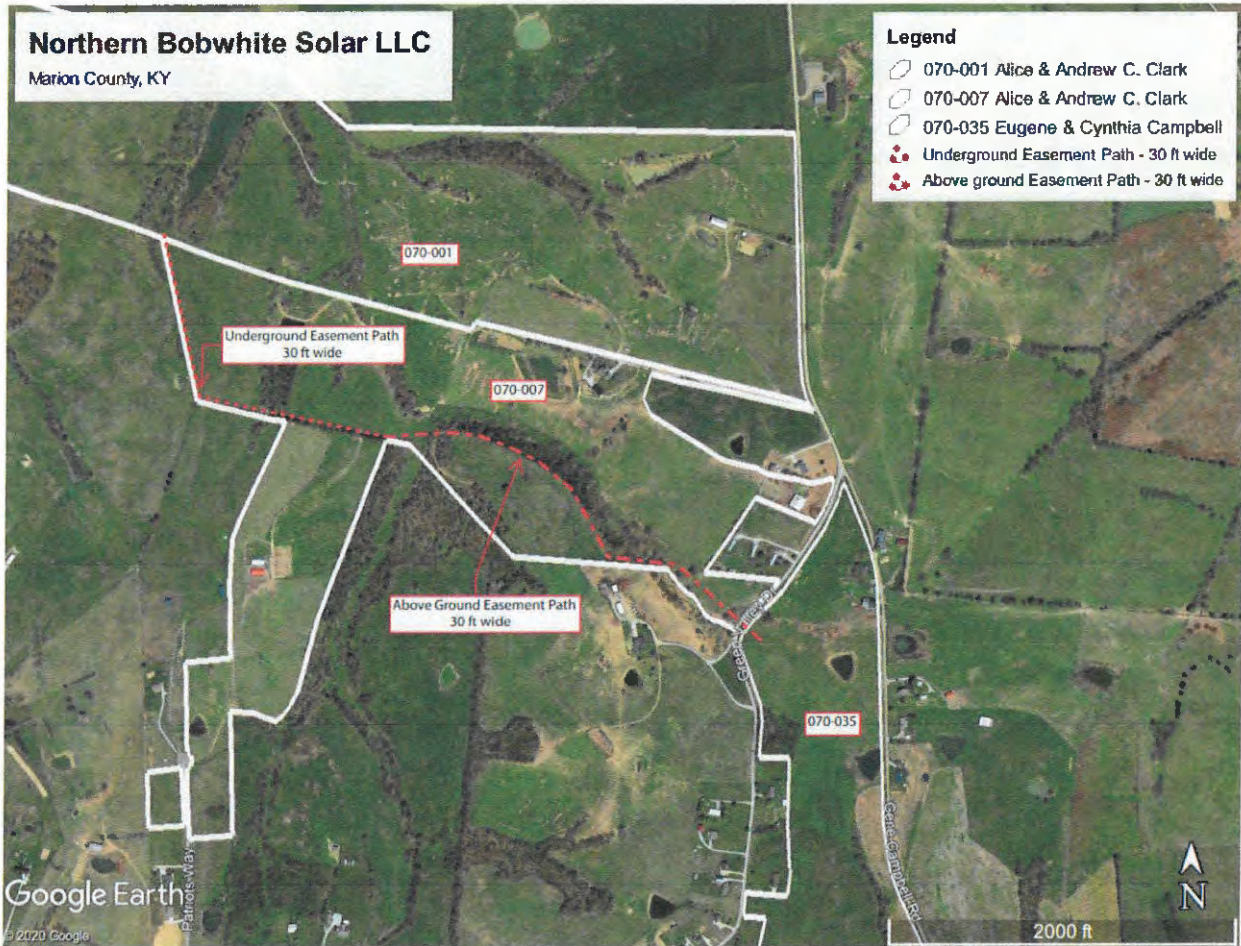
My commission expires: June 6, 2022

**Exhibit A**  
Grantor Parcel



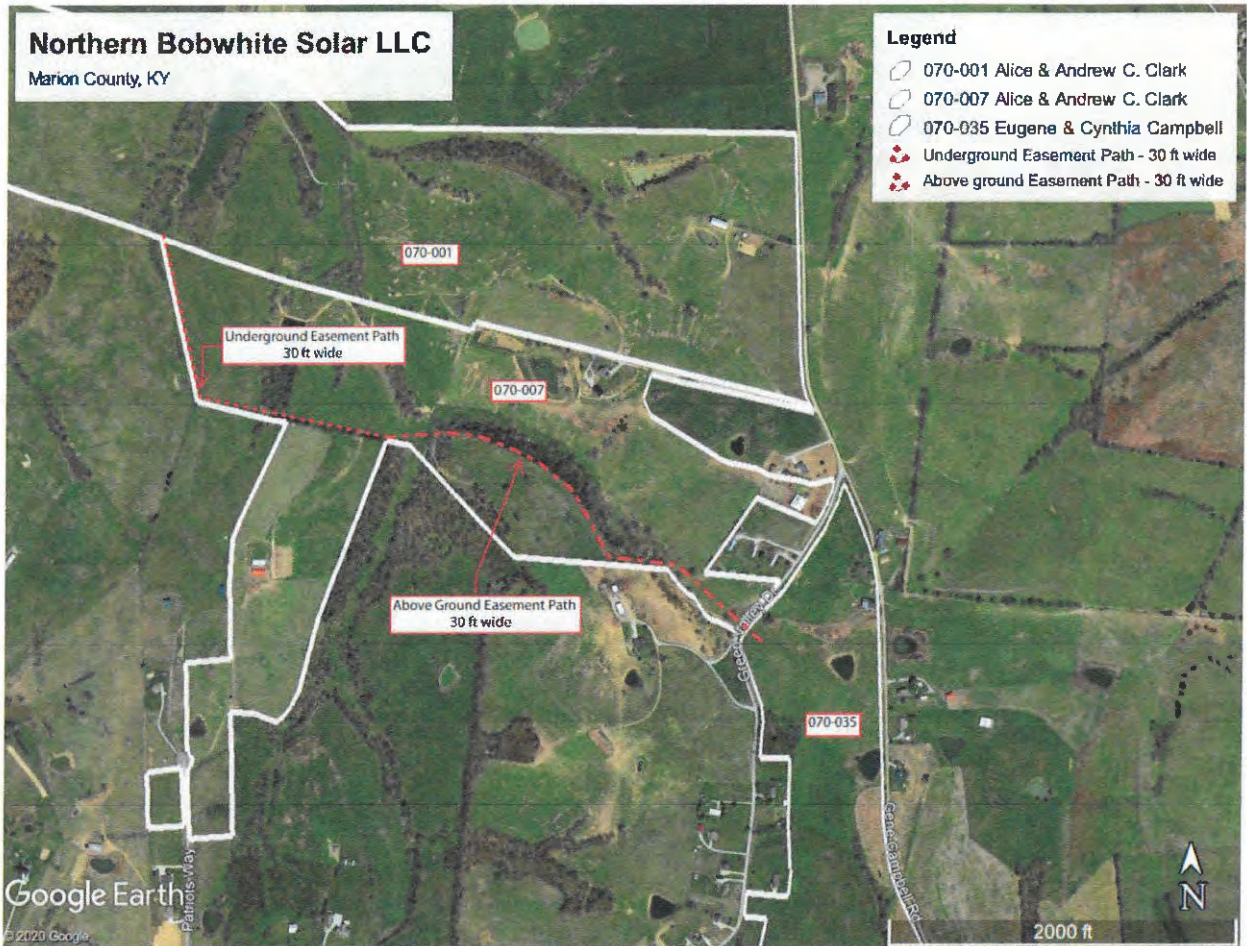
## Exhibit B

### Grantee Parcel



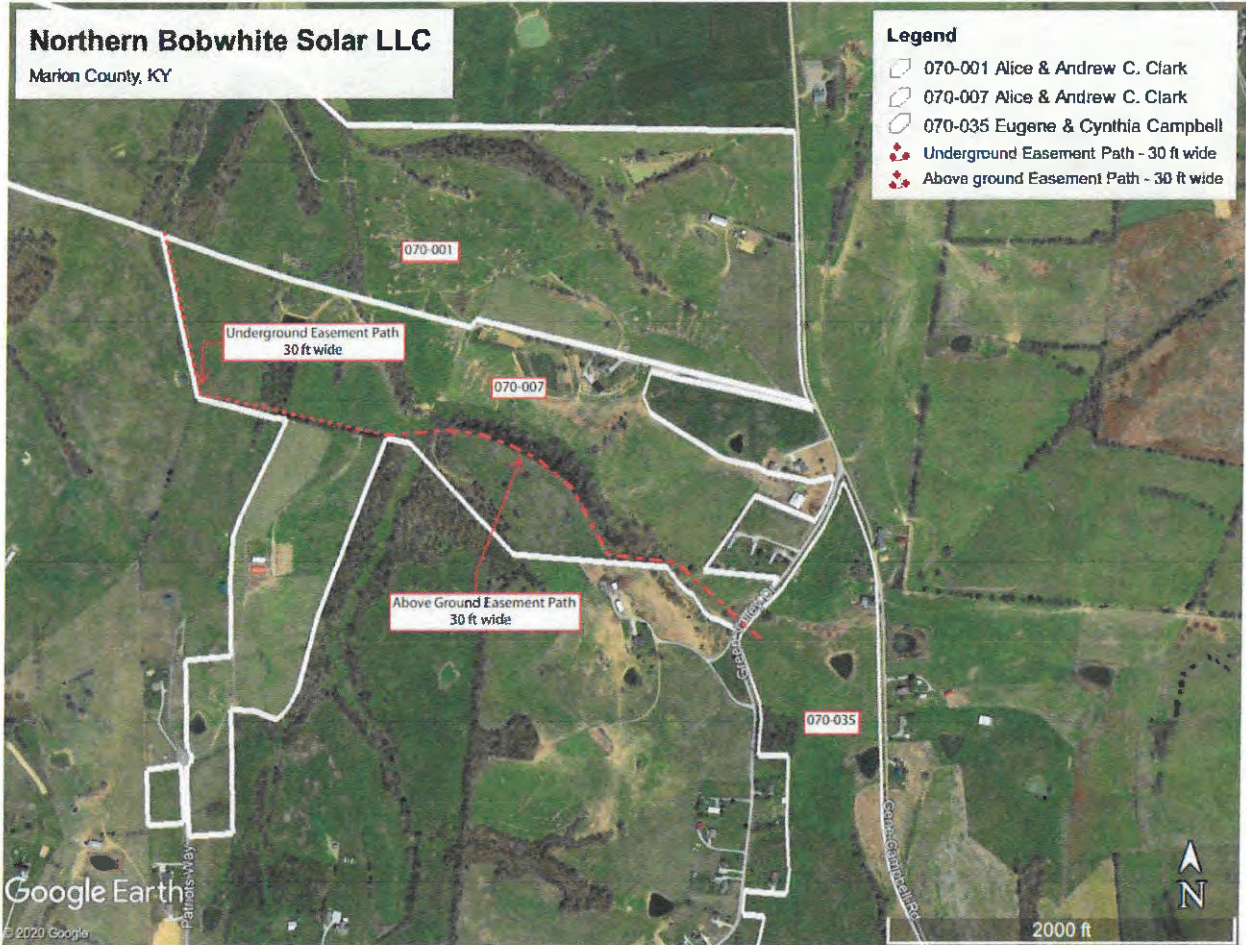
# Exhibit C

## Utility Easement Area



# Exhibit D

## Access Easement Area



**Exhibit E**

Easement Fee

**DO NOT RECORD THIS EXHIBIT.**

This Exhibit E shall be made a part of that certain Access and Utility Easement by and among Andrew Clark and Alice Clark and Northern Bobwhite Solar LLC, a Kentucky limited liability company dated as of 09/23/18/, 2020.

Grantee shall pay to Grantor the following amounts in consideration for the Easement (the "Easement Fee"):

|            |            |
|------------|------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |



After Recording Mail to:  
Kilpatrick Townsend & Stockton LLP (JCL)  
4208 Six Forks Road, Suite 1400  
Raleigh, NC 27609

By: \_\_\_\_\_  
John C. Livingston, Esq.

STATE OF KENTUCKY

COUNTY OF MARION

**ACCESS AND UTILITY EASEMENT**

THIS ACCESS AND UTILITY EASEMENT ("**Easement**") is made and entered into as of this 18 day of September, 2020 (the "**Effective Date**") by and between ANDREW CLARK and ALICE CLARK, husband and wife, BILLY S. GRUBBS and MARLENE K. GRUBBS, husband and wife (collectively referred to as "**Grantors**") and NORTHERN BOBWHITE SOLAR LLC, a Kentucky limited liability company ("**Grantee**"). Grantor and Grantee are sometimes individually referred to herein as a "**party**" and collectively referred to herein as the "**parties**."

**WITNESSETH:**

WHEREAS, Grantor is the fee simple owner of that certain parcel of land located in Marion County, Kentucky being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Grantor Parcel**");

WHEREAS, Grantee leases certain real property near the Grantor Parcel being more particularly described on **Exhibit B** attached hereto and incorporated herein by reference (the "**Grantee Parcels**"); and

WHEREAS, Grantee desires certain easements permitting Grantee to access, construct, operate, and maintain certain facilities on a portion of the Grantor Parcel.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Utility and Access Easement:

(a) Utility Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, an exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel more particularly shown on Exhibit C attached hereto and incorporated herein by reference (the "Utility Easement Area") for the installation, maintenance, repair, replacement, and removal of: underground power lines and all infrastructure and facilities associated therewith (collectively, "Grantee's Facilities"). Without limiting the generality of the foregoing, such easement shall include, without limitation, the right to transmit electricity over said wires, cables, or apparatus.

(b) Temporary Construction Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, an exclusive right, privilege, and easement over and across the Grantor Parcel for use by Grantee, its successors and assigns for access to and for construction, maintenance, repair, replacement, and removal of roadway, utility and related improvements upon the Utility Easement Area from time to time. The aforesaid easement unto Grantee and its successors and assigns forever. The easement herein conveyed includes, but is not limited to, the right and privilege by Grantee to go onto and to access the Grantor Parcel with vehicles, heavy equipment, machinery, construction supplies, and building materials. Following the construction activities described above, Grantee shall reasonably restore property disturbed by the construction activities both inside and outside the Utility Easement Area, including reseeded and stabilizing such areas.

(c) Access Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, the non-exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel more particularly shown on Exhibit D attached hereto and incorporated herein by reference (the "Access Easement Area" and, together with the Utility Easement Area, the "Easement Area") for access, ingress, egress, and regress for pedestrian and vehicular traffic (including construction vehicles, machinery, and equipment), to and from the Utility Easement Area.

Grantee shall comply (and shall cause its officers, directors, employees, agents, contractors, permitted successors, and permitted assigns to comply) with all laws, regulations, ordinances, permits, and other legal requirements applicable to Grantee's exercise of its rights hereunder, including, without limitation, its use of, and activities within, the Easement Area and its use, maintenance, and repair of Grantee's Facilities. Grantee shall not use the Easement Area or exercise its rights under this Easement for any unlawful or immoral purposes or in such a manner as to constitute a nuisance.

2. No Barriers. No barriers, fences, or other obstructions shall be erected within the Easement Area so as to unreasonably interfere with the free flow of pedestrian and vehicular traffic or to unreasonably interfere with the utilities placed within the Easement Area.

3. Construction Standards; Maintenance. Grantee has visited and inspected the Easement Area and, for purposes of this Easement, accepts the same in its "AS IS", "WHERE IS", "WITH ALL FAULTS" condition. Grantee acknowledges that no representations or warranties, express or implied, have been made to Grantee as to the condition of the Easement Area. Grantee shall perform all of its construction work in a good and workmanlike manner, and at no expense to Grantor. The parties acknowledge that, during the initial construction of their respective facilities, Grantor and Grantee may simultaneously construct and improve their respective facilities on the Grantor Parcel, and, therefore, the parties agree that both parties must be able to use the access road located within the Access Easement Area at all times for access to their respective facilities, and neither party may unreasonably obstruct or interfere with the other

party's access to the Grantor Parcel or Utility Easement Area, as applicable, and/or such party's use of the access road. Either party shall give not fewer than seven (7) days prior notice (which may be telephonic or by electronic mail) to the other party of the date when any of Grantee's construction work is to commence. Notwithstanding the foregoing, the parties shall act in good faith to coordinate the construction of their respective facilities in a timely manner (including requests by Grantee to use portions of the Grantor Parcel located outside of the Easement Area temporarily for (1) construction related activities and (2) for any future maintenance or improvement activities). After completion of the initial construction, neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Utility Easement Area, as applicable. Grantee shall be responsible for obtaining, at its own expense, the requisite approvals and permits for the construction work from any appropriate governmental authorities. Grantee shall be responsible for any taxes or assessments levied for or as a result of the Grantee's Facilities or other future improvements placed on the Easement Area by, or at the request of, Grantee. Grantee shall maintain its facilities located in the Easement Area in good and workmanlike condition and repair at all times at Grantee's sole cost and expense.

4. Easement Fees. In consideration of the Easements and other rights granted by the Grantor to the Grantee in this Agreement, Grantee shall pay Grantor the amount(s) set forth in the Exhibit E attached hereto. The parties hereby agree that Grantee shall omit or remove Exhibit E from the original of the Agreement that is submitted for recordation in the Official Records. Grantor shall treat the information as confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be give or withheld in Grantee's sole and absolute discretion. If any payment otherwise due from Grantee herein is not received by Grantor ten (10) days after the later of the date the same is due hereunder and the date Grantor provides Grantee written notice of the delinquency, Grantee will pay a late fee to Grantor equal to 5.00% of the unpaid delinquent amount. Failure of the Grantor to comply with the provisions herein shall be deemed a default under the terms of this Easement. In the event of a default caused by Grantee's failure to make the required payments to Grantor as reflected on Exhibit E and Grantee's failure to cure the monetary default within ninety (90) days from the date Grantor provides Grantee written notice of the delinquency, Grantor may terminate this Easement. Upon Grantee's failure to timely cure any monetary default, the Grantors are authorized to unilaterally file a Certificate of Termination, sworn to by said Grantors, in the office of the Marion County Clerk, which shall constitute termination of the Easement. The Grantor's right of termination shall only apply to a monetary default by Grantee

5. Liens. Grantor shall not suffer or permit the Easement Area to be encumbered by any lien or encumbrance that has priority over this Easement. If any mechanic's or materialmen's lien is filed against the Easement Area or the Grantor Parcel as a result of claims made by, against, through, or under Grantee (each a "Grantee Lien"), Grantee shall cause the same to be cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof. If Grantee shall fail to discharge or contest a Grantee Lien within said time period, then Grantor may at its election, in addition to any other right or remedy available to Grantor, discharge the Grantee Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantor acts to discharge or secure the Grantee Lien, then Grantee shall immediately reimburse Grantor for all reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) of Grantor involving such lien. Grantee shall give Grantor written notice within three (3) days of receipt of notice of any such Grantee Lien.

6. Breach; No Waiver. The terms and conditions of this Easement shall be enforceable by either party (or its permitted successors or permitted assigns), by actions for specific performance or injunction, in addition to any other remedies available at law. No delay or omission by any party in exercising any right or power accruing upon any noncompliance or failure of performance by the other

party under the provisions of this Easement shall impair any such right or power or be construed to be a waiver thereof.

7. No Public Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication to the general public or for any public use or purpose whatsoever or be deemed to create any rights or benefits in favor of any municipality, public authority, or official thereof, it being the intention of the parties hereto that this Easement be for the exclusive benefit of the parties and those claiming under them.

8. Termination. Subject to the terms and conditions contained in this Section 8, this Easement shall be perpetual. Grantee may terminate this Easement at any time by giving Grantor at least one (1) month's prior written notice. Additionally, Grantor shall have the right to terminate this Easement if, during any time period that is after the thirty-fifth (35<sup>th</sup>) anniversary of the Effective Date, Grantee fails to operate Grantee's Facilities to send electricity or energy through the Utility Easement Area to a substation or underground electric wires on the Grantor Parcel for sixty (60) consecutive months.

On the termination of this Easement, Grantee shall peaceably and quietly leave, surrender and return the Easement Area to Grantor in good condition and repair, and Grantee shall restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted), at Grantee's sole cost and expense. Subject to the rights of Grantor, Grantee agrees and hereby covenants to, within one hundred eighty (180) days from the date of termination: (i) dismantle and remove all equipment, improvements, fixtures, and other property owned or installed by Grantee on the Easement Area and (ii) restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted). Grantor shall provide Grantee access to the Grantor Parcel during such one hundred eighty (180) day period as reasonably necessary to effectuate such dismantling, removal, and restoration. Upon the termination of this Easement and at the request of either party, the parties shall enter into an instrument terminating this Easement (in recordable form) and such instrument shall be recorded with the Marion County, Kentucky Register of Deeds.

9. Relationship of Parties. Nothing contained in this Easement shall be construed to make the parties partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

10. Modification. This Easement may be modified, amended, or canceled only by written instrument executed by all parties in interest at the time of such amendment and recorded with the Marion County, Kentucky Register of Deeds.

11. Benefits and Burdens Running with the Grantor Parcel. Grantor covenants with Grantee that Grantor is seized of the Grantor Parcel in fee simple, has the right to convey these easements, that title is marketable and free and clear of all encumbrances except those of record, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever. The benefits and burdens, rights and obligations, easements and restrictions created by this Easement shall run with and burden and be binding upon the Grantor Parcel in perpetuity and shall inure to the benefit of and be binding upon the parties and those claiming by, through, or under them. The covenants, agreements, terms, provisions, and conditions of this Easement shall bind and benefit the successors in interest of the parties hereto with the same effect as if mentioned in each instance when a party hereto is named or referred to, it being understood and agreed that upon any transfer of ownership of all or any part of any of the parcels, each such successor in interest shall thereupon and thereafter assume, and perform and observe, any and all of the obligations of its predecessors in interest under this Easement.

12. Easement in Gross to Grantee. All easements and other rights granted herein to Grantee shall be easements in gross for the benefit of and personal to Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns).

13. Assignment and Transfer. The easement rights set forth in this Easement may be assigned by Grantee, in whole or in part. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Grantor and Grantee and their respective legal representatives, successors and assigns.

14. Exclusivity. Grantor may not grant rights within the Easement Area similar to the easement rights set forth in this Easement to any other party.

15. Notice. Any notice, demand, and other communications hereunder shall be in writing and shall be deemed properly given if served personally on the party to whom notice is to be given, or if mailed to the party to whom notice is to be given by (i) first class mail, postage prepaid, registered or certified, return receipt requested, or (ii) by nationally recognized overnight courier, addressed to the party to whom notice is to be given at the address set forth below and naming the individuals hereinafter set forth (as applicable). Any notice, demand, and other communications hereunder shall be deemed received upon actual receipt or refusal thereof. Either party may change its address and/or the names of such individuals for purposes hereof by giving the other party notice of the new address in the manner described herein.

Grantor: Andrew & Alice Clark  
Billy & Marlene Grubbs  
3415 Barbers Mill Rd.  
Lebanon, KY 40033

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

16. No Strict Construction. The rule of strict construction does not apply to the grant of the easements contained herein. These grants shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easements shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.

17. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

18. Estoppel. Each party hereto shall from time to time as requested by the other party execute and deliver to the requesting party (or to a party designated), within fifteen (15) days of demand therefor (but not more often than one (1) time a calendar year), a written statement which shall confirm that there is no default under this Easement (or specifying any default) and which shall contain such other information or confirmations as may reasonably be required.

19. Miscellaneous. This Easement shall be construed under Kentucky law and supersedes all prior agreements and memoranda with respect to the subject matter hereof. The captions and headings are used only as a matter of convenience and are not to be considered a part of this Easement or to be used in

determining the intent of the parties. All recitals contained at the beginning of this Easement are an integral part of this Easement and are fully incorporated into the body of this Easement. If any provision of this Easement shall be declared invalid or unenforceable, the remainder of this Easement shall continue in full force and effect. In any litigation arising out of this Easement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all trial and appellate levels and post-judgment proceedings. As used in this Easement: (i) the term "reasonable attorneys' fees" and any similar phrases shall mean the fees actually incurred at standard hourly rates; and (ii) the term "prevailing party" shall mean the party that obtains the principal relief it has sought, whether by compromise, settlement, or judgment. If the party that commenced or instituted the action, suit, or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party. Time is of the essence in this Easement. The persons executing this Easement on behalf of Grantor and Grantee warrant and represent that each of them is duly authorized to enter into this Easement, to grant the rights granted under this Easement, and that this Easement constitutes the valid and binding obligations of Grantor and Grantee, respectively, enforceable against Grantor and Grantee in accordance with its terms.

20. Grantor's Reservation of Rights. Except as specifically provided herein, Grantor shall continue to have the right to access and use the Grantor Parcel for all purposes that do not unreasonably interfere with Grantee's exercise of the rights conveyed herein.

21. Indemnification. Grantee shall indemnify, defend, and save harmless Grantor, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantor Parcel, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantee (or any officer, director, employee, agent, or contractor of Grantee); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantor (or any officer, director, employee, agent, or contractor of Grantor), then Grantee's indemnification, defense, and save harmless obligations shall not be applicable. Grantor shall indemnify, defend, and save harmless Grantee, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantee Facilities, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantor (or any officer, director, employee, agent, or contractor of Grantor); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantee (or any officer, director, employee, agent, or contractor of Grantee), then Grantor's indemnification, defense, and save harmless obligations shall not be applicable. The provisions of this Section 21 shall survive the expiration or termination of this Easement.

22. Insurance. Prior to Grantee or any party acting by, through or behalf of Grantee accessing the Easement Area, Grantee shall provide to Grantor a certificate of insurance naming Grantor, their parents, affiliates, and all of its subsidiaries as additional insureds, with the following minimum insurance:

(a) Worker's Compensation in accordance with the benefits afforded by the statutory Worker's Compensation Acts applicable to the state, territory or district of hire, supervision or place of accident. Policy limits for worker's compensation shall not be less than statutory limits and for employer's liability not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) disease each employee, and one million dollars (\$1,000,000) disease policy limit.

(b) Commercial General Liability Insurance including bodily injury, death, property damage, independent contractors, products/completed operations, contractual, and personal injury liability, with a limit of One Million Dollars (\$1,000,000) per occurrence and in the annual aggregate.

(c) Commercial Automobile Insurance covering owned, hired, rented, and non-owned automotive equipment with a limit of One Million Dollars (\$1,000,000) per accident.

(d) Excess Umbrella Liability Insurance coverage in excess of the terms and limits of insurance specified in paragraphs a, b, and c above with a combined limit of Five Million Dollars (\$5,000,000) per occurrence.

The certificate of insurance evidencing coverage shall require the insurer endeavor to give thirty (30) days prior written notice to Grantor of cancellation of coverage. Any combination of primary and excess/umbrella policies may be utilized to satisfy the required limits of liability. Notwithstanding the above, the above insurance provisions may be satisfied by self-insurance. Grantee covenants that, in the event of the withdrawal of such self-insurance, Grantee will install insurance for those areas of coverage withdrawn that meets or exceeds the material requirements of this Easement. In the event that Grantee fails to maintain such self-insurance or insurance, Grantee shall defend or pay any such amount that would have been payable by an insurance carrier issuing such coverage, had such coverage been obtained by Grantee, to the party entitled to such payment and Grantee shall be responsible for any loss or expense to the same extent as Grantee's insurer would had Grantee obtained the insurance coverage required by this Easement.

*[The remainder of this page intentionally left blank. Signature Pages Follow.]*

[Signature Page to Easement]

IN WITNESS WHEREOF, the undersigned has executed this Easement as of the date first above written.

GRANTOR:

Andrew Clark  
Andrew Clark

Alice Clark  
Alice Clark

STATE OF Kentucky  
COUNTY OF Boyle

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     |
|--------------|--------------|
| Andrew Clark | Individually |
| Alice Clark  | Individually |

Date: 8-28-2020

Paul Perce II  
(print name), Notary Public

(official seal)

My commission expires: Aug 9, 2022



[Signature Page to Easement]

IN WITNESS WHEREOF, the undersigned has executed this Easement as of the date first above written.

GRANTOR:

*Billy S. Grubbs*

Billy S. Grubbs

*Marlene K. Grubbs*

Marlene K. Grubbs

STATE OF Kentucky  
COUNTY OF Jefferson

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 Kentucky Drivers License
- 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     |
|-------------------|--------------|
| Billy S. Grubbs   | Individually |
| Marlene K. Grubbs | Individually |

Date: 8-28-2020

*Michelle Heinz*  
Michelle Heinz Notary Public  
(print name)

(official seal)

My commission expires: 8-3-2021

|  |
|--|
| MICHELLE LEE HEINZ<br>Notary Public - State At Large<br>KENTUCKY<br>My Commission Expires<br>August 03, 2021 |
|--|

[Signature Page to Easement]

GRANTEE:

Northern Bobwhite Solar LLC,  
a Kentucky limited liability company

By: \_\_\_\_\_  
Name: JURGEN FEHR  
Title: MANAGER

STATE OF North Carolina  
COUNTY OF Mecklenburg

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       |
|--------------------|----------------|
| <u>Jurgen Fehr</u> | <u>Manager</u> |

Date: 09/18/2020

Brett Moulton  
Brett Moulton, Notary Public  
(print name)

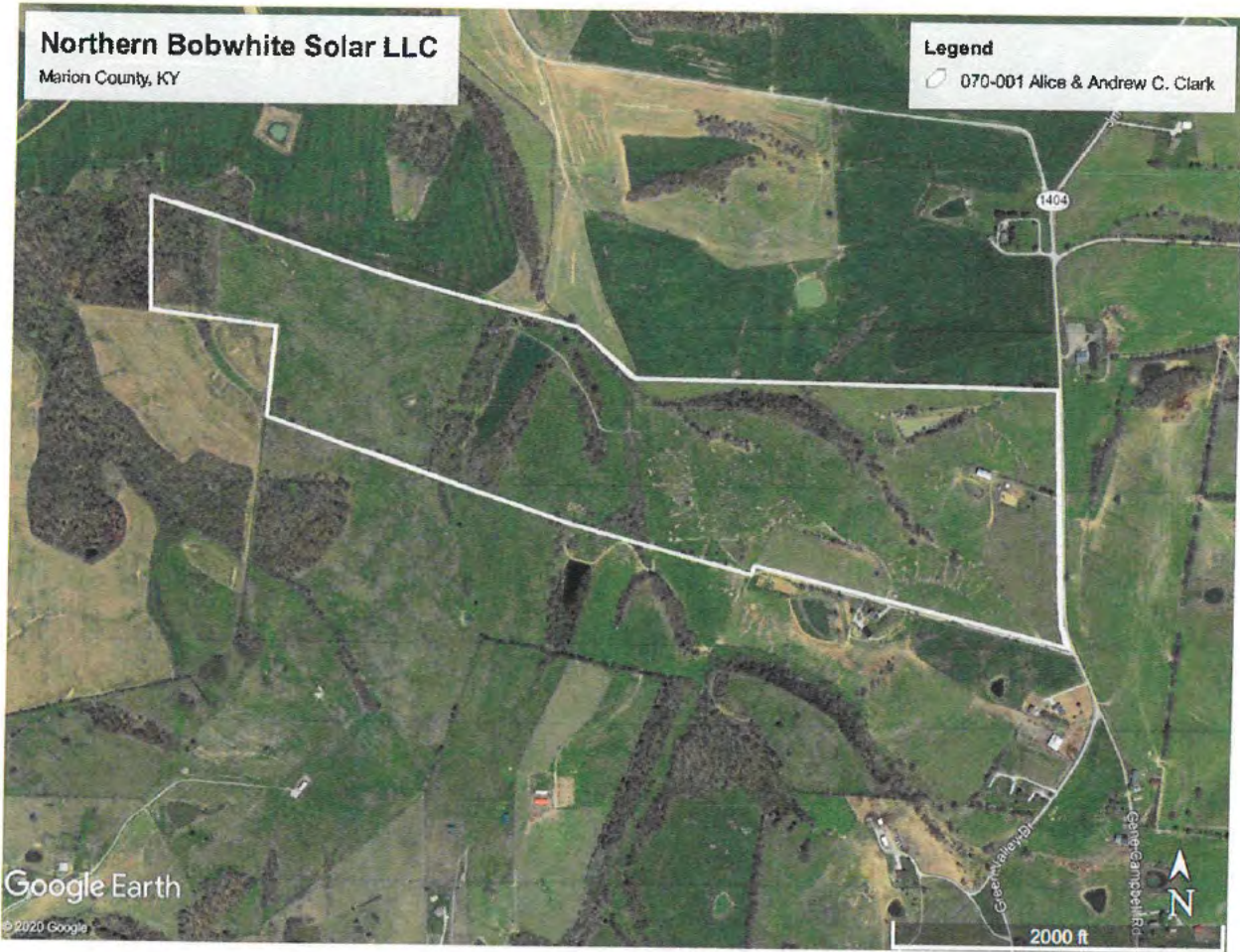
(official seal)



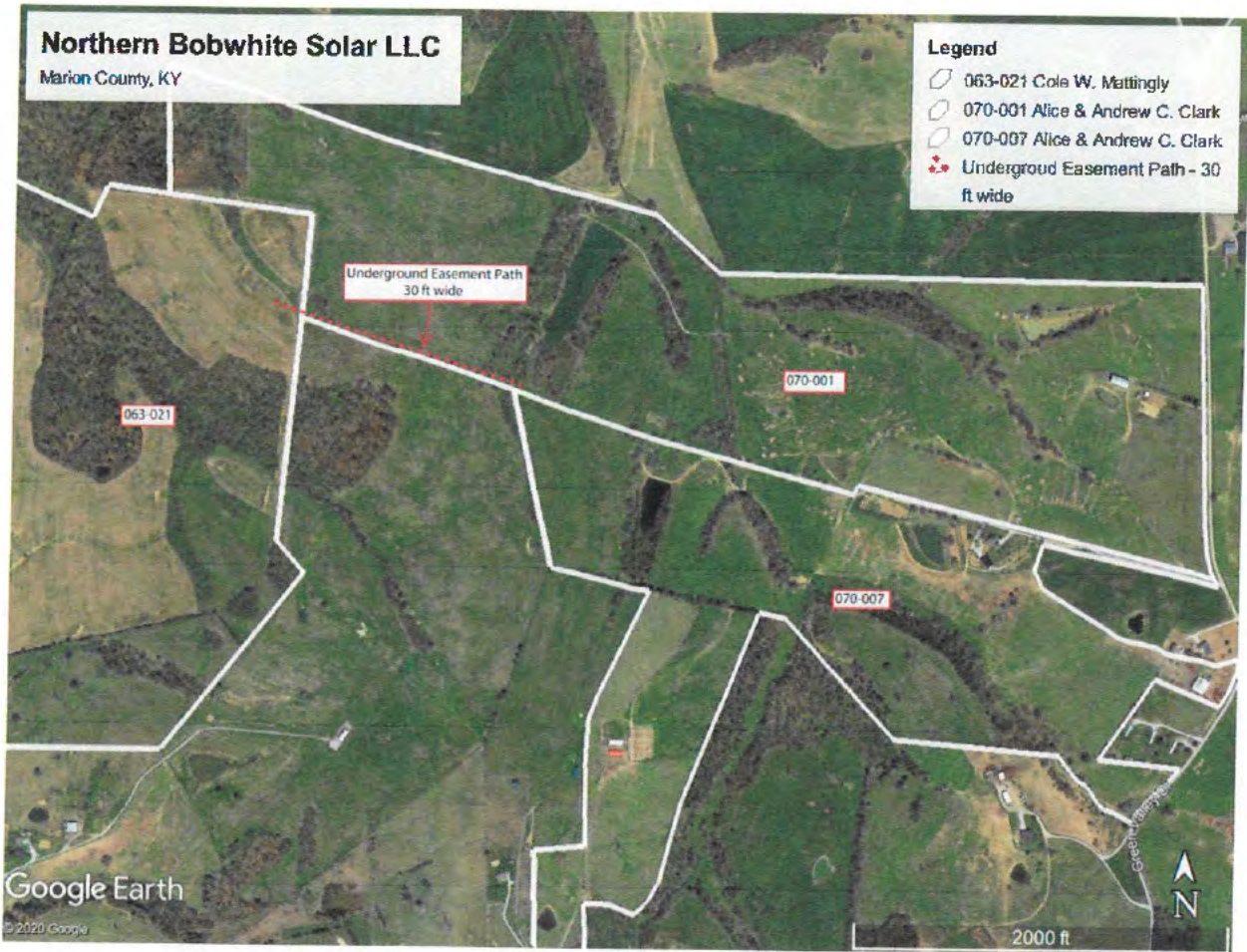
My commission expires: June 6, 2022

**Exhibit A**

Grantor Parcel

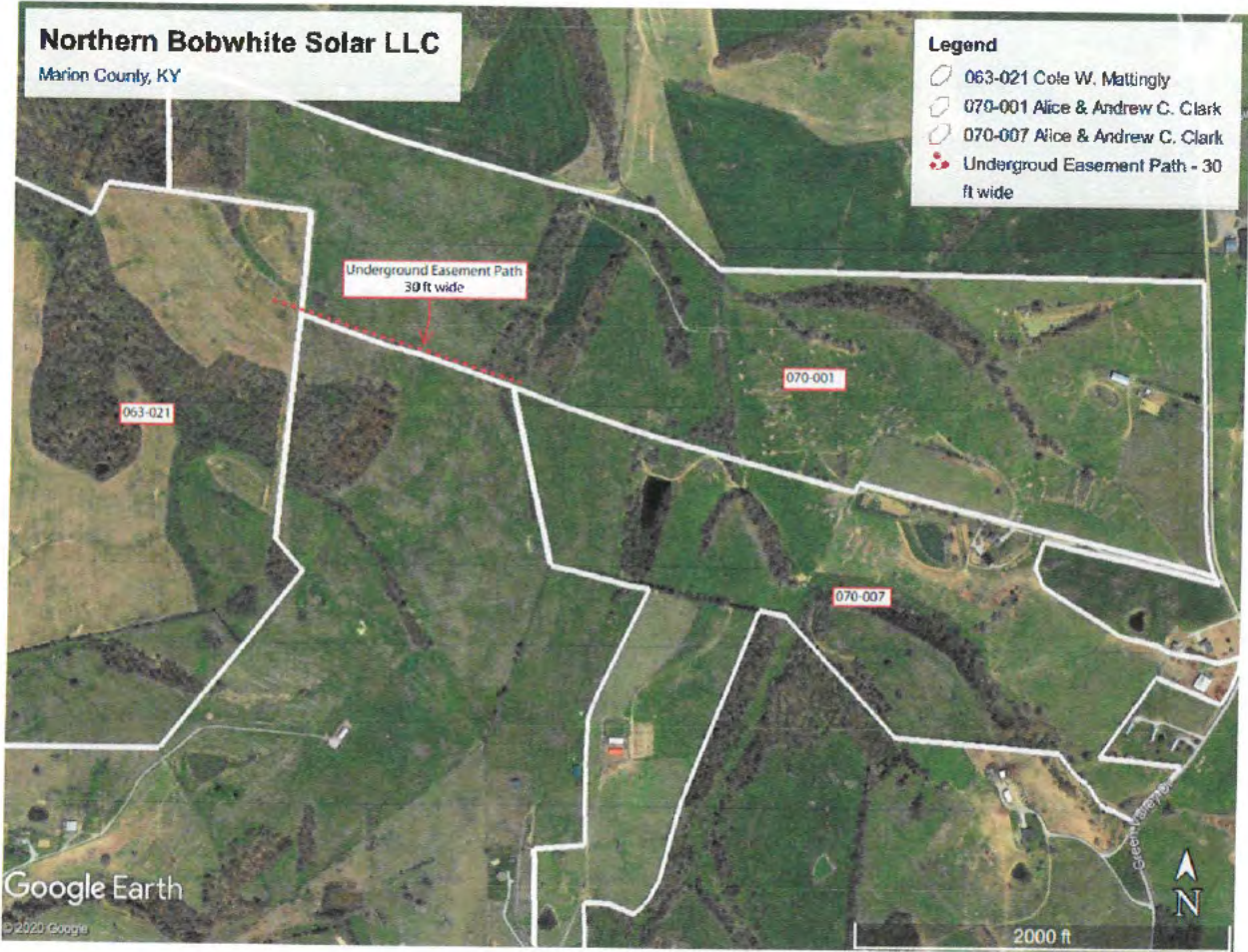


**Exhibit B**  
Grantee Parcel



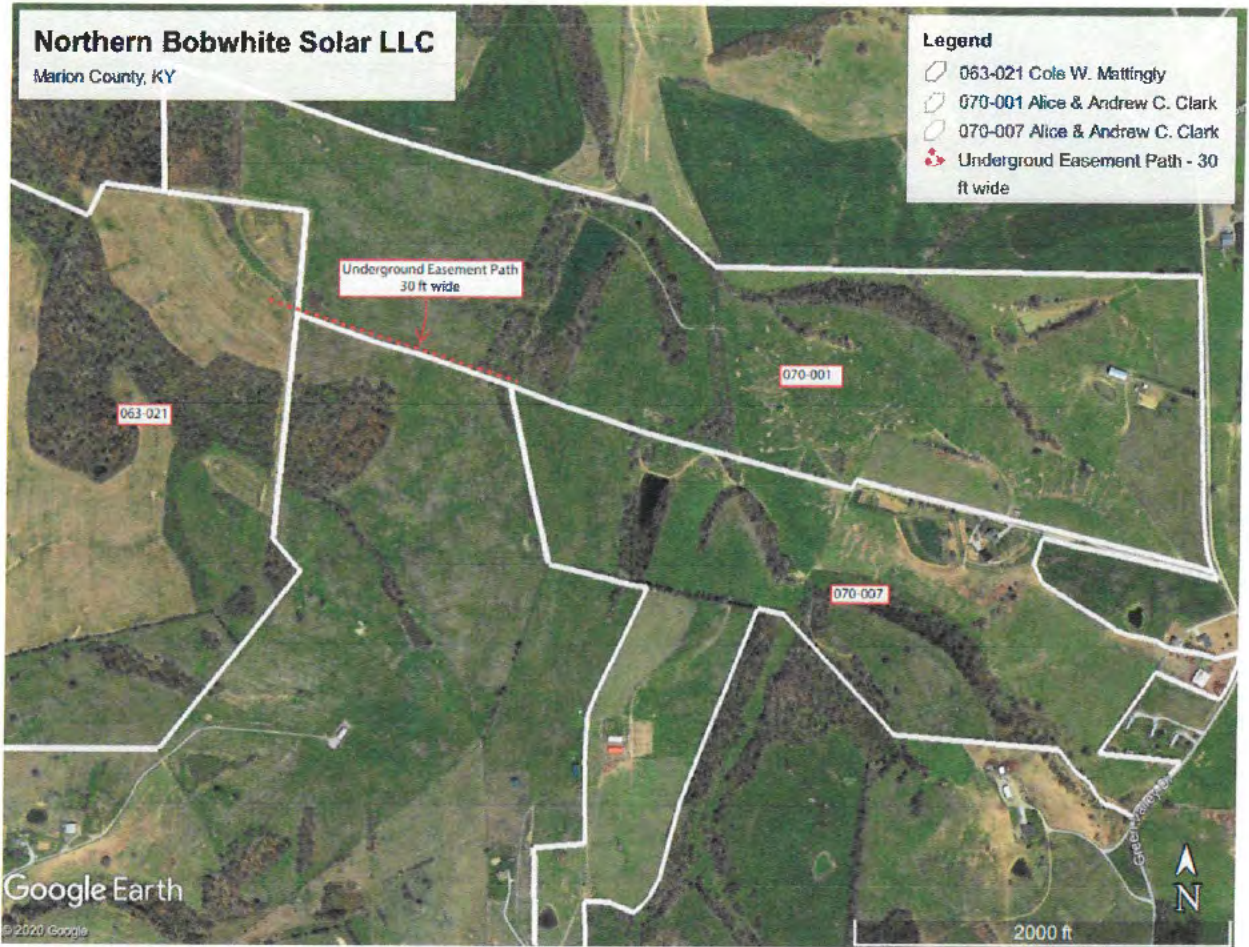
**Exhibit C**

**Utility Easement Area**



**Exhibit D**

Access Easement Area



**Exhibit E**

Easement Fee

**DO NOT RECORD THIS EXHIBIT.**

This Exhibit E shall be made a part of that certain Access and Utility Easement by and among Andrew Clark and Alice Clark Billy S. Grubbs and Marlene K. Grubbs and Northern Bobwhite Solar LLC, a Kentucky limited liability company dated as of 9/18/, 2020.

Grantee shall pay to Grantor the following amounts in consideration for the Easement (the "**Easement Fee**"):

|            |            |
|------------|------------|
| [REDACTED] |            |
| [REDACTED] | [REDACTED] |

OPTION AGREEMENT TO PURCHASE REAL PROPERTY

This Option Agreement to Purchase Real Property (this "**Option Agreement**") is entered into as of 1/5/21 (the "**Effective Date**") by and between Goodin Family Farms, LLLP, a Kentucky limited liability limited partnership ("**Optionor**") and NORTHERN BOBWHITE SOLAR LLC, a Delaware limited liability company ("**Optionee**"). Optionor and Optionee are also each hereinafter referred to individually as a "**Party**" or, collectively, the "**Parties**".

RECITALS

A. Optionor is the owner of that certain unimproved real property located in Tax Parcel No. 064-001, Marion County, Commonwealth of Kentucky, consisting of approximately 118.76 acres and as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Property**").

B. It is the intent of the Parties to have Optionor grant to Optionee the exclusive, irrevocable option to acquire a portion of the Property consisting of approximately 3 acres upon and subject to the provisions and conditions of this Option Agreement and be described on Exhibit A-1 attached hereto and incorporated herein by this reference (the "**Premises**").

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Optionor and Optionee hereby agree as follows:

AGREEMENT

1. Option. Upon and subject to the provisions and conditions of this Option Agreement, Optionor hereby grants to Optionee the exclusive, irrevocable option to acquire a portion of the Premises (the "**Option**").

2. Option Payment. In consideration for the granting of the Option, Optionee shall pay Optionor, within thirty (30) days after the Effective Date, [REDACTED]

[REDACTED] Once Optionor has execute this Option Agreement and payment of either the Earlier Option Payment or the Later Option Payment has been determined that will be determined to be the "**Option Payment**". The Option Payment, once so paid shall be deemed earned and shall not be refundable. The Option Payment shall be applicable to the "**Purchase Price**" (as defined below). Simultaneously with the execution of this Option Agreement, Optionor shall deliver to Optionee a fully completed and executed Form W-9 (Request for Taxpayer Identification Number and Certification).

3. Initial Option Period. [REDACTED]

4. Extension Periods. Optionee shall have the option to extend the Initial Option Period (each extension option, an "**Extension Right**" and collectively, the "**Extension Rights**") [REDACTED] (each extension period, an "**Extension Period**" and collectively, the "**Extension Periods**"), provided Optionee gives Optionor written notice of Optionee's election to exercise the applicable Extension Right at least thirty (30) days prior to the expiration of the Initial Option Period or the then-applicable Extension Period, as applicable. The Initial Option Period and the Extension Periods, to the extent exercised by Optionee, may sometimes be collectively referred to hereinafter as the "**Option Period**". The terms and conditions governing each Extension Period shall be the same as those for the Initial Option Period, except as set forth below:



a. First Extension Period.

[REDACTED]

b. Second Extension Period.

[REDACTED]

5. Method of Exercising Option. In order to exercise the Option, Optionee shall execute and deliver to Optionor during the Option Period, a written notice indicating Optionee's irrevocable and unconditional exercise of the Option (the "**Option Notice**"). The Option Notice shall specify and legally describe the Premises for which Optionee exercises the Option. Following Optionor's receipt of the Option Notice, the Parties shall execute the Purchase and Sale Agreement, the form of which Purchase and Sale Agreement is attached hereto and incorporated herein as Exhibit B (the "**Purchase Agreement**"), and any and all other documents required to close the purchase and sale of the Premises as and when contemplated by the Purchase Agreement.

6. Purchase Price. If the Option is exercised, the total purchase price for the Premises (the "**Purchase Price**") shall be [REDACTED] of the Premises subject to the Option Notice], which purchase price shall be reduced at the closing of the purchase and sale transaction by the amount of the Option Payment (and as applicable, the First Extension Payment and the Second Extension Payment) actually paid by Optionee to Optionor.

7. License to Enter. Optionee and/or Optionee's agents, representatives, contractors and subcontractors may enter upon the Property during the term of this Option Agreement in order to conduct reasonable engineering studies, environmental tests and studies (including a Phase 1 environmental assessment), soil and compaction tests, a survey of the Premises, a geotechnical report, a wetlands assessment and other tests and studies.

8. Termination.

a.

[REDACTED]

b.

[REDACTED]

9. Binding Nature and Assignment. Optionee shall have the absolute right at any time and from time to time, without obtaining Optionor's consent, to assign, hypothecate, encumber, pledge, or otherwise transfer all or any portion of its right, title or interest under this Option Agreement to any person or entity, including, without limitation, any affiliate of Optionee. Upon a transfer of all of Optionee's rights in this

Option Agreement, Optionee shall be released from all liability and obligations which first arise from and after the date of such assignment, provided the assignee (i.e., the new "Optionee") shall have assumed all liability and obligations of the transferring Optionee. This Option Agreement shall run with the land and is binding on the parties hereto, their respective heirs, personal representatives, successors and assigns.

10. Confidentiality. Optionor shall maintain in the strictest confidence, for the sole benefit of Optionee, all information pertaining to the terms and conditions of this Option Agreement, except to the matters set forth in the Memorandum of Option Agreement to Purchase Real Property to be recorded in the Marion County Clerk's office, Kentucky, and except to the extent as may be required by court order, provided that Optionor provides, to the extent reasonably possible, Optionee a reasonable opportunity to review the disclosure before it is made and to impose Optionee's own objection to the disclosure. Without first obtaining written permission from Optionee, Optionor shall not issue any statements or press releases or respond to any inquiries from the news media regarding such matters. Nothing in this Section shall prohibit any Party from sharing or disclosing information with such Party's counsel, accountants, or current or prospective investors, purchasers or lenders with a bona fide need to know such confidential information provided that the Party sharing or disclosing such confidential information requires the recipient to maintain the confidentiality of such disclosed information. This Section shall survive the termination or expiration of this Option Agreement.

11. Default by Optionor.



12. Notice. Any notice or communication required or permitted to be given by any provision of this Option Agreement will be in writing and will be deemed to have been given when delivered personally to the party designated to receive such notice, or on the first business day following the day sent by nationally recognized overnight courier, or the third (3rd) business day after the same is sent by certified mail, postage and charges prepaid directed to the following addressees or to such other or additional addressees as either party to this Option Agreement might designate by written notice to the other party.

To Optionor:

Goodin Family Farms, LLLP  
Attn: Charles R. Goodin, Jr. and J. Don Goodin  
PO Box 494  
Lebanon, KY 40033  
Phone: \_\_\_\_\_

To Optionee:

NORTHERN BOBWHITE SOLAR LLC  
Attn: Corporate Real Estate  
15445 Innovation Drive  
San Diego, California 92128-3432  
Phone: (858) 521-3300

If notices or other communications are required in this Option Agreement to be given within a specified period and the end of such period falls on other than a business day, such period shall be extended to the next business day. As used in this Option Agreement, "**business day**" shall mean any day other than a Saturday, Sunday, or holiday upon which national banks are closed for the conduct of business.

13. Amendments. This Option Agreement shall not be amended or modified in any way except by an instrument signed by the Parties.

14. Attorneys' Fees. The prevailing Party in any mediation, arbitration or litigation undertaken in connection with any default under this Option Agreement shall be entitled to be paid its reasonable costs and attorneys' fees incurred in connection therewith by the losing Party, including such costs and fees as may be incurred on appeal, in any probate or bankruptcy proceeding, and in any petition for review, and including costs and fees as are incurred in connection with adjudication of any issues that are particular to such types of proceedings.

15. Governing Law. This Option Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without giving force and effect to its conflicts of law provisions.

16. Memorandum of Option Agreement. This Option Agreement shall not be recorded. The Parties shall execute a Memorandum of this Option Agreement (the "**Memorandum**") in the form of Exhibit C attached hereto and made a part hereof and shall record such Memorandum in the office of the Clerk of Marion County, Kentucky, promptly following the mutual execution of this Option Agreement. To the extent Optionor does not have a copy of Optionor's vesting deed for the Property, Optionee is authorized to obtain a copy of same and fill in the recording information in the legal description of this Option Agreement and the Memorandum prior to the recording of the Memorandum.

17. Commissions. Each Party warrants and represents to the other that no real estate sales or brokerage commissions or like commissions are or may be due in connection with this Option transaction. Each Party agrees to indemnify, defend (with legal counsel reasonably acceptable to the indemnitee) and hold harmless the other Party for, from and against, any claims by third parties made by or through the acts of such Party, for real estate or brokerage commissions, or a finder's fee, in connection with the transactions provided herein, and all costs and expenses incurred by the indemnitee in connection therewith including, but not limited to, reasonable attorneys' fees. The obligations of each Party under this Section shall survive the termination of this Option Agreement.

18. Time of the Essence. Time is of the essence of this Option Agreement and the performance or satisfaction of all requirements, conditions, or other provisions hereof.

19. Construction. As used in this Option Agreement, the masculine, feminine and neuter gender and the singular or plural shall each be construed to include the other whenever the context so requires. This Option Agreement shall be construed as a whole and in accordance with its fair meaning, without regard to any presumption or rule of construction causing this Option Agreement or any part of it to be construed against the Party causing this Option Agreement to be written. The Parties acknowledge that each has had a full and fair opportunity to review this Option Agreement and to have it reviewed by counsel. If any words or phrases in this Option Agreement have been stricken, whether or not replaced by other words or phrases, this Option Agreement shall be construed (if otherwise clear and unambiguous) as if the stricken matter never appeared and no inference shall be drawn from the former presence of the stricken matters in this Option Agreement or from the fact that such matters were stricken.

20. Partial Validity. If any term or provision of this Option Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Option Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Option Agreement shall be valid and be enforced to the fullest extent permitted by law.

21. Entire Agreement. This Option Agreement and the attached exhibits constitute the entire agreement between the Parties and shall supersede all other agreements, whether written or oral, respecting the subject matter of this Option Agreement. No addition or modification of any term or provision of this Option Agreement shall be effective unless set forth in writing and signed by an authorized representative of the Parties.


22. Counterparts. This Option Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Emailed PDF signatures shall be valid hereunder as originals.

[SIGNATURE PAGES FOLLOW]

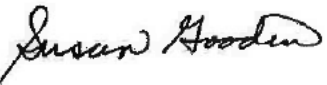
IN WITNESS WHEREOF, Optionor and Optionee have caused their duly authorized representatives to execute this Option Agreement as of the Effective Date set forth above.

OPTIONOR:

Goodin Family Farms, LLLP,  
a Kentucky limited liability limited partnership  
BY: E.B. GOODIN GP, LLC, General Partner

By:   
Printed Name: J. Don Goodin  
Title: Manager

Date: January 6, 2021

  
By: \_\_\_\_\_  
Printed Name: Susan Goodin  
Title: Manager

Date: January 6, 2021

(Remainder of page left blank intentionally.  
Signatures continue on following page.)

OPTIONEE:

NORTHERN BOBWHITE SOLAR LLC,  
a Kentucky limited liability company

By: Kathryn L. O'Hair  
Name: Kathryn L. O'Hair  
Title: Vice President, Development

Date: 2/5/21

(Remainder of page left blank intentionally)

Exhibit A

Legal Description of the Property

Tap Map Parcel Number: 064-001

Parcel 1:

And Being Tracts 1 and 2 of the Harold McMichael Property Division as per plat thereof of record in Plat Cabinet 1, Slide 130, in the Marion County Court Clerk's office, Kentucky.

Parcel 2:

Being Tract 5 of the McMichael Farm Division as per plat thereof of record in Plat Book 2 at Slide 308, in the Marion County Court Clerk's Office, Kentucky.

BEING the same property acquired by Goodin Family Farms, LLLP, a Kentucky limited liability limited partnership by Deed dated October 1, 2019, of record in Deed Book 339, Page 109, in the Marion County Clerk's office, Kentucky.

Acreage: 118.76

Exhibit A-1

Legal Description of the Premises

Tap Map Parcel Number: 064-001 (portion)

All that portion of Tract 5 of the McMichael Farm Division as per plat thereof of record in Plat Book 2, Slide 308, in the Marion County Court Clerk's office that lies Northeasterly of a line described as follows: Beginning at the most Easterly point of Tract 2 of the McMichael Farm Division as per plat thereof of record in Plat Book 2, Slide 308, in the Marion County Court Clerk's office and also being the northeasterly terminus point of the line shown on said Plat with a bearing of N30°19'30"W and a distance of 345.99' thence continuing N30°19'30"W to the point of the most northerly corner of Tract 5 of said Plat, said point also being the northeasterly terminus point of the line shown on said Plat with a bearing of N85°20'40"E with a distance of 219.46'.

BEING a portion of that property acquired by Goodin Family Farms, LLLP, a Kentucky limited liability limited partnership by Deed dated October 1, 2019, of record in Deed Book 339, Page 109, in the Marion County Clerk's office, Kentucky.

Approximate Acreage: 3.00, more or less

(Upon obtaining a metes and bounds legal description from a surveyor the above Legal Description of the Premises will be substituted and agreed upon by Optionor and Optionee.)



Exhibit B

Form of Purchase Agreement

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "**Effective Date**") by and between NORTHERN BOBWHITE SOLAR LLC, a Kentucky limited liability company, whose address is 15445 Innovation Drive, San Diego, CA 92128-3432 ("**Buyer**") and Goodin Family Farms, LLLP, a Delaware limited liability limited partnership, whose address is \_\_\_\_\_ ("**Seller**"). Buyer and Seller are also hereinafter sometimes referred to individually as a "**Party**" or, collectively, the "**Parties**".

RECITALS

A. Seller is the fee owner of certain unimproved real property located in the County of Marion, Commonwealth of Kentucky, as more specifically set forth on Exhibit A attached hereto and incorporated herein by this reference, together with: (i) all improvements, fixtures and other items of real property located thereon; (ii) all tenements, hereditaments and appurtenances thereto; (iii) all mineral, oil, gas and water rights related thereto; (iv) all sewer and utility rights related thereto; and (v) all easements, adjacent streets, water rights, roads, alleys and rights-of-way related thereto (collectively, the "**Property**").

B. Seller and Buyer previously entered into that certain Option Agreement to Purchase Real Property, dated as of \_\_\_\_\_, 20\_\_\_\_ (the "**Option Agreement**"), pursuant to which Seller granted Buyer an option to acquire the Property. Pursuant to the terms of the Option Agreement, Buyer has exercised its option to acquire the Property.<sup>1</sup>

C. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, subject to and upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Seller and Buyer, the Parties hereto agree as follows:

AGREEMENT

1. Sale of the Property. Seller agrees to sell and Buyer agrees to purchase on the terms hereafter stated all of Seller's right, title and interest in and to the Property.

2. Purchase Price; Escrow; Deposit; Independent Consideration.

A. Purchase Price. The total purchase price for the Property is [REDACTED] Seller acknowledges that it has already received [REDACTED] Dollars pursuant to the Option Agreement (the "**Option Funds**") which Option Funds previously received by Seller are non-refundable and applicable to the Purchase Price. At the Closing, the balance of the Purchase Price in the amount of \_\_\_\_\_ Dollars shall be released to Seller.<sup>2</sup>

B. Escrow; Deposit. Seller and Buyer agree to cause an escrow (the "**Escrow**") to be opened with \_\_\_\_\_, whose address is \_\_\_\_\_ (Attention: \_\_\_\_\_) ("**Escrow Holder**"), within three (3) Business Days after the Effective Date by depositing a fully-executed

<sup>1</sup> NTD: Verify recitals. Confirm whether any entity has assigned its interest under the Option Agreement.

<sup>2</sup> NTD: Commercial Terms. Confirm interplay between total Purchase Price and option payments previously paid.

copy of this Agreement with Escrow Holder. Within fifteen (15) days after the Effective Date, Buyer shall deposit into the Escrow [REDACTED] (the "Deposit") in immediately available funds. Interest accruing on the Deposit, if any, shall be held for the benefit of Buyer and shall apply towards the payment of the Purchase Price upon the Closing (as defined below) if the Closing occurs as provided herein. Should Buyer elect to terminate this Agreement other than for a Buyer event of default, Escrow Holder is hereby instructed to promptly return the Deposit (together with any interest earned thereon) to Buyer.

C. Escrow Instructions. This Agreement shall also serve as joint escrow instructions to Escrow Holder. The Escrow shall be opened and maintained for the purpose of holding and disbursing monetary deposits and documents as directed by Buyer and Seller, and Escrow Holder is hereby directed to disburse funds and documents held by it in accordance with the terms and provisions of this Agreement, or as otherwise directed in a writing signed by both Buyer and Seller. Escrow Holder is authorized, in the event any demand is made upon Escrow Holder concerning these instructions, at its election, to hold any money and documents deposited hereunder until an action shall be brought in a court of competent jurisdiction to determine the rights of Seller and Buyer or to interplead said parties by an action brought in any such court. Buyer and Seller shall indemnify and save harmless Escrow Holder against all costs, damages, attorneys' fees, expenses and liabilities, which Escrow Holder may incur or sustain in connection with these instructions or any court action arising therefrom and will pay the same upon demand. Disbursement of any funds from the Closing for the benefit of Seller shall be made as directed by Seller. Retaining Escrow Holder for purposes of the Escrow does not affect any rights of subrogation under the terms of the title policy pursuant to the provisions thereof. As used in this Agreement, "**Business Day**" shall mean any day other than a Saturday, Sunday, or holiday upon which national banks are closed for the conduct of business.

3. Condition of Title; License to Enter.

a. Condition of Title. Title to the Property shall be conveyed to Buyer at the Closing in fee simple by General Warranty Deed (the "**Deed**") in the form attached hereto as Exhibit B, free and clear of any and all liens, claims, encumbrances, mortgages, and security interests (except for the lien of real estate taxes not yet due and payable) and subject only to the Permitted Exceptions (as defined below). Buyer, at Buyer's expense, shall obtain a title insurance commitment showing fee simple title vested in Seller (together with copies of all underlying documents) (the "**Title Insurance Commitment**") from \_\_\_\_\_, whose address is \_\_\_\_\_ (Attention: \_\_\_\_\_) (**Title Company**). No later than thirty (30) days after the Effective Date, Buyer shall give Seller written notice of (a) Buyer's objections, if any, as to the status of the title as reflected by the Title Insurance Commitment ("**Buyer Title Objections**") and (b) what remedial actions, if any, Buyer requires Seller to take in order to eliminate such objections. If Seller is unable to or elects not to cure any one or more of the Buyer Title Objections, this Agreement shall continue in full force and effect until (x) Buyer elects to either terminate this Agreement after giving five (5) days written notice to Seller or (y) Buyer waives such Buyer Title Objections which Seller is unable to or elects not to cure and proceeds to the Closing. The term "**Permitted Exceptions**" as used herein shall mean (i) the lien of real estate taxes not yet due and payable, and (ii) all matters revealed in the Title Insurance Commitment obtained by Buyer and approved by Buyer as provided hereinabove.

b. License to Enter. Buyer and/or Buyer's agents, representatives, contractors and subcontractors may enter upon the Property during the term of this Agreement in order to conduct reasonable engineering studies, environmental tests and studies (including a Phase 1 environmental assessment), soil and compaction tests, a survey of the Property, a geotechnical report, a wetlands assessment and other tests and studies

4. Survey. Buyer may, at Buyer's sole cost and expense, prior to the Closing, have the Property surveyed and certified by a land surveyor registered in the State in which the Property is located. If the survey (the "**Survey**") shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect which shall be corrected by Seller prior to the Closing, and in the event Seller cannot correct said title defects or fails to do so, Buyer shall be entitled to terminate this Agreement upon written notice to Seller.

5. Phase 1 Environmental Report. Seller shall cooperate with Buyer and Buyer may obtain, at Buyer's sole cost and expense, an AAI compliant Phase 1 environmental site investigation ("**Phase 1**") for the Property. Buyer shall give Seller written notice of Buyer's acceptance, rejection or waiver of this condition no later than thirty (30) days after the Effective Date. If Buyer elects to obtain a Phase 1 and does not approve the Phase 1, in Buyer's sole and absolute discretion, Buyer may terminate this Agreement upon written notice to Seller, and thereafter the Deposit shall be promptly returned to Buyer, and all obligations of the Parties hereunder shall terminate, except those obligations that expressly survive termination.

6. Additional Covenants of Seller. In addition to all other covenants of Seller, Seller hereby covenants and agrees as follows:

A. Seller shall not, without the prior written approval of Buyer: (i) make or permit to be made any material changes or alterations to any part of the Property; (ii) enter into any agreement affecting any part of the Property; or (iii) permit any liens, mortgages, other encumbrances or other claim or right not currently of record to be placed against, or to affect any part of the Property or title to the Property.

B. Seller shall promptly notify Buyer of any material changes that occur with respect to any of the matters set forth in Seller's representations and warranties contained in Section 11.

C. Seller shall not permit any person or entity to engage in any activity on the Property that could lead to the imposition of liability under any Environmental Law (as defined below) on any such person or entity, or on Seller or Buyer.

7. Closing Date; Closing Deliverables; Closing Costs. "**Closing**" shall mean the delivery and recordation of the Deed and delivery of the other documents required to be delivered hereunder and the payment by Buyer to Seller of the balance of the Purchase Price for the Property. "**Closing Date**" shall mean the date on which the Closing occurs. The Closing Date shall occur on or before the date which is sixty (60) days after the Effective Date.

A. On or before the Closing, Seller shall deliver to Title Company, Escrow Holder, or Buyer, as may be appropriate:

- (i) an executed, acknowledged and recordable Deed, free of all liens, encumbrances, restrictions, encroachments and easements, except for the Permitted Exceptions;
- (ii) written instructions to Title Company or Escrow Holder, as applicable, directing the Title Company or Escrow Holder, as applicable, to close this transaction; and
- (iii) such other documents as Buyer, Escrow Holder or Title Company may reasonably require.

B. On or before the Closing, Buyer shall deliver to Title Company, Escrow Holder, or Seller, as may be appropriate:

- (i) the balance of the Purchase Price in readily available funds after application of the Deposit (and any Option Funds previously paid to Seller by Buyer or Buyer's predecessor-in-interest);
- (ii) written instructions to Title Company or Escrow Holder, as applicable, directing the Title Company or Escrow Holder, as applicable, to close this transaction; and
- (iii) such other documents as Seller, Escrow Holder, or Title Company may reasonably require.

C. All closing documents shall be dated as of the Closing Date.

D. Possession of the Property shall be delivered to Buyer immediately upon completion of the Closing, free and clear of all tenancies and rights of use whatsoever.

E. Buyer shall pay the following closing costs: (i) the cost of the premium for Buyer's owner's policy of title insurance; (ii) one-half (1/2) of Escrow Holder's fees and charges; (iii) the cost of Buyer's survey, if any; (iv) Buyer's attorneys' fees in connection with this Agreement and the transactions contemplated hereby; and (v) recording fees. Seller shall pay the following closing costs: (i) one-half (1/2) of Escrow Holder's fees and charges; (ii) transfer tax in the amount required to be paid by law; and (iii) Seller's attorneys' fees in connection with this Agreement and the transactions contemplated hereby.

F. Taxes, assessments and other charges shall be prorated as of the Closing Date in accordance with Section 14.

8. Buyer's Conditions to the Closing. In addition to all other conditions contained in this Agreement, the obligations of Buyer to purchase the Property are subject to the fulfillment or waiver (such waiver in Buyer's sole and absolute discretion) of each of the following conditions (collectively, "**Buyer's Closing Conditions**");

A. Title. Buyer shall have approved those covenants, conditions, restrictions, rights of way, easements, reservations, and other matters of record disclosed in the Title Insurance Commitment and the Survey (if a Survey is obtained by Buyer), and a final examination of title to the Property at the Closing shall evidence no title exceptions other than the Permitted Exceptions.

B. Evidence of Title. At the Closing, the Title Company shall be irrevocably committed to issue to Buyer a most current form of ALTA (extended coverage) owner's policy of title insurance dated the date and time of the Closing and with liability in the amount of the Purchase Price, insuring Buyer as owner of good, marketable and indefeasible fee title to the Property, subject only to the Permitted Exceptions and such other exceptions over which the Title Company is willing to insure that such exceptions will result in no loss to the Property or to Buyer; provided, that such endorsements or other assurances from the Title Company are in a form that is satisfactory to Buyer, in Buyer's sole and absolute discretion.

C. Survey. On or before the Closing Date, Buyer shall have accepted, rejected or waived the results of the Survey as set forth in Section 4.

D. Environmental. To the best of Seller's knowledge, the environmental conditions on, under or about the Property, including soils, ground water and asbestos conditions at the Property, if any, have been disclosed in writing by Seller to Buyer.

E. Phase 1. Buyer shall have accepted, rejected or waived the results of the Phase 1 as set forth in Section 5.

F. Condition of Property/No Material Change. From the Effective Date of this Agreement until the Closing, there has been no material adverse change in the physical condition of the Property.

G. No Condemnation. No governmental agency shall have initiated or have threatened to initiate any action against any part of the Property.

H. Seller's Deliverables/Closing Documents. At or prior to the Closing, Seller shall have executed and delivered to Buyer, Escrow Holder, or Title Company, as applicable, all items to be delivered by Seller in accordance with this Agreement.

I. Seller's Covenants. Seller shall have performed and observed all covenants required under this Agreement within the times provided therefor.

J. Representations and Warranties. As of the Closing Date, each of the representations and warranties of Seller made under this Agreement and under any other document, agreement or instrument

to be executed and delivered by Seller pursuant to this Agreement shall be true and correct in all material respects as of the Closing Date.

Buyer shall have the right (in Buyer's sole and absolute discretion) to elect to waive any Buyer's Closing Condition or other condition to the Closing. In the event that any of Buyer's Closing Conditions is not satisfied, deemed satisfied, or waived by Buyer prior to the expiration of the applicable period for satisfaction or waiver (and in the absence of a specified period then at or before the Closing Date), Buyer shall have the right, in Buyer's sole and absolute discretion: (i) to extend the Closing for such time as is necessary to satisfy the conditions; or (ii) to terminate this Agreement by written notice to Seller and receive a return of the Deposit, together with all accrued interest thereon. In the event Buyer elects to terminate this Agreement as provided herein, all documents and funds delivered by one Party to the other Party or Escrow Holder or Title Company shall be returned to the Party making delivery, and Seller and Buyer shall share equally any cancellation charges imposed by Escrow Holder or Title Company.

9. Seller's Conditions to the Closing. In addition to all other conditions contained herein, the obligations of Seller to sell the Property are subject to the fulfillment or waiver (such waiver in Seller's sole and absolute discretion) of each of the following conditions (collectively, "**Seller's Closing Conditions**"):

A. Buyer's Deliverables/Closing Documents. At or prior to the Closing, Buyer shall have executed and delivered to Seller, Escrow Holder, or Title Company, as applicable, all items to be delivered by Buyer in accordance with this Agreement.

B. Payment of the Purchase Price. As of the Closing Date, Buyer shall have paid the balance of the Purchase Price to Seller through the Escrow as provided in this Agreement.

C. Buyer's Warranties and Representations. As of the Closing Date, each of the representations and warranties of Buyer made under this Agreement and under any other document, agreement or instrument to be executed and delivered by Buyer pursuant to this Agreement shall be true and correct in all material respects as of such date.

Seller shall have the right (in Seller's sole and absolute discretion) to elect to waive any Seller's Closing Condition or other condition to the Closing. In the event any of Seller's Closing Conditions is not satisfied, deemed satisfied, or waived by Seller prior to the expiration of the applicable period for satisfaction or waiver (and in the absence of a specified period then at or before the Closing Date), Seller shall have the right, in Seller's sole and absolute discretion: (i) to extend the Closing for such time as is necessary to satisfy the conditions, or (ii) to terminate this Agreement by written notice to Buyer.

10. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as of the date of execution of this Agreement, and agrees to reaffirm as of the Closing, the following:

A. Organization/Authority. Buyer is a Kentucky limited liability company duly organized, validly existing and in good standing under the laws of its state of organization and qualified to do business in those jurisdictions in which the Property is located. All necessary action has been taken to authorize the execution, delivery and performance of this Agreement by Buyer and of the other documents, instruments and agreements provided for herein.

B. Authority. The parties and persons who have executed this Agreement on behalf of Buyer are duly authorized to do so.

11. Representations and Warranties of Seller. Seller represents and warrants to Buyer as of the date of execution of this Agreement, and agrees to reaffirm as of the Closing, the following:

A. Organization. Seller is a limited liability limited partnership duly organized, validly existing and in good standing under the laws of its state of organization and qualified to do business in those jurisdictions in which the Property is located. All necessary action has been taken to authorize the

execution, delivery and performance of this Agreement by Seller and of the other documents, instruments and agreements provided for herein.

B. Authority. The parties and persons who have executed this Agreement on behalf of Seller are duly authorized to do so. The execution of this Agreement by Seller, the performance by Seller of Seller's obligations hereunder, and the sale, transfer, conveyance and/or assignments contemplated hereby, do not require the consent of any third party.

C. Title to the Property. Seller has good, indefeasible, marketable title to the Property in fee simple absolute, which will be, as of the Closing free and clear of any and all liens, claims, encumbrances, mortgages, and security interests (except for the lien of real estate taxes not yet due and payable) and subject only to the Permitted Exceptions.

D. Rights of Possession. Seller has the exclusive right of occupancy and possession of the Property. No other party whatsoever has any deed, lease or any other right of occupancy and no person, other than Seller, occupies all or any part of the Property except in each case for matters of record. Seller warrants and represents that the Property shall be free and clear of all tenancies or rights of possession on or before the Closing.

E. Unrecorded Encumbrances. There are no unrecorded easements, covenants, leases or other agreements which encumber the title, use, or ownership of the Property that will be binding on Buyer after the Closing, and there are no existing or pending contracts of sale, lease, options to purchase, rights of first refusal or rights of first offer with respect to the Property.

F. No Litigation. No suit, action, arbitration, or legal administrative or other proceedings are pending or have been threatened against the Property or against Seller with respect to the Property. To Seller's knowledge, there are no facts or situations which could subject the Property to any such suit, action, arbitration or other legal administrative or other proceeding.

G. No Violations. There are no outstanding violations with respect to the Property, nor have any notices of any uncorrected violations of any laws, statutes, ordinances, rules or regulations been received, and any such notices hereafter issued prior to the Closing shall be satisfied prior to the Closing by Seller at Seller's sole cost and expense.

H. Solvency of Seller. No bankruptcy, insolvency, rearrangement or similar action or proceeding, whether voluntary or involuntary, is pending or threatened against Seller and Seller has no intention of filing or commencing any such action or proceeding.

I. Condemnation/Eminent Domain. No condemnation or eminent domain proceedings affecting the Property have been commenced or, to the best of Seller's knowledge, are contemplated.

J. No Hazardous Wastes/Environmental Matters. Seller has not used, stored, disposed of or released on the Property or caused or permitted to exist or be used, stored, disposed of or released on the Property any Hazardous Substance (as defined below). To the best of Seller's knowledge, there are no Hazardous Substances on, under or around the Property, and Seller has received no written notice from any third parties, prior owners of the Property, or any federal, state or local governmental agency, indicating that any Hazardous Substance remedial or clean-up work will be required. No on-site spills, releases, discharges or disposal of Hazardous Substances have occurred on the Property during Seller's ownership of the Property. To the best of Seller's knowledge, (i) no spills, releases, discharges or disposal of Hazardous Substances has occurred on the Property at any time prior to Seller's ownership of the Property or on any property immediately adjoining the Property, and (ii) no spills, releases, discharges or disposal of Hazardous Substances have occurred or are presently occurring off the Property as a result of activities on the Property. Seller further represents and warrants that there are no underground storage tanks, wells, underground sumps, clarifiers, oil/water separators, buried waste containers and/or any other underground structures on or under the Property. Nothing in the foregoing shall alter any obligations of Seller under applicable federal, state or local law. For purposes of this Agreement, the term "**Hazardous Substances**"

shall include, without limitation, asbestos, petroleum, including crude oil and any fraction thereof, mold, polychlorinated biphenyls (PCBs), chemicals, wastes, sewage or similar materials that are now or hereafter regulated, controlled or prohibited by any Environmental Laws (as defined below). "Environmental Laws" means federal, state and local laws, regulations, and ordinances relating to pollution or protection of the environment, natural resources and health and safety related to Hazardous Substances, including, without limitation: (i) the Toxic Substances Control Act, 15 U.S.C., Section 2601 et seq., (ii) the Clean Water Act, 33 U.S.C., Section 1251 et seq., (iii) the Resource and Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq., (iv) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C., Section 9601, et seq., (v) the Hazardous Materials Transportation Act, 49 U.S.C., Section 5101 et seq., or (vi) other federal or state laws, rules or regulations, all as amended.

K. Subsurface Conditions. To the best of Seller's knowledge, there currently exist no adverse subsurface conditions affecting the Property such as underground mines, caves, or unusual rock formations, and to the best of Seller's knowledge, prior to and during Seller's ownership of the Property and that of prior owners, there has been no storage or dumping of any kind or description on the Property.

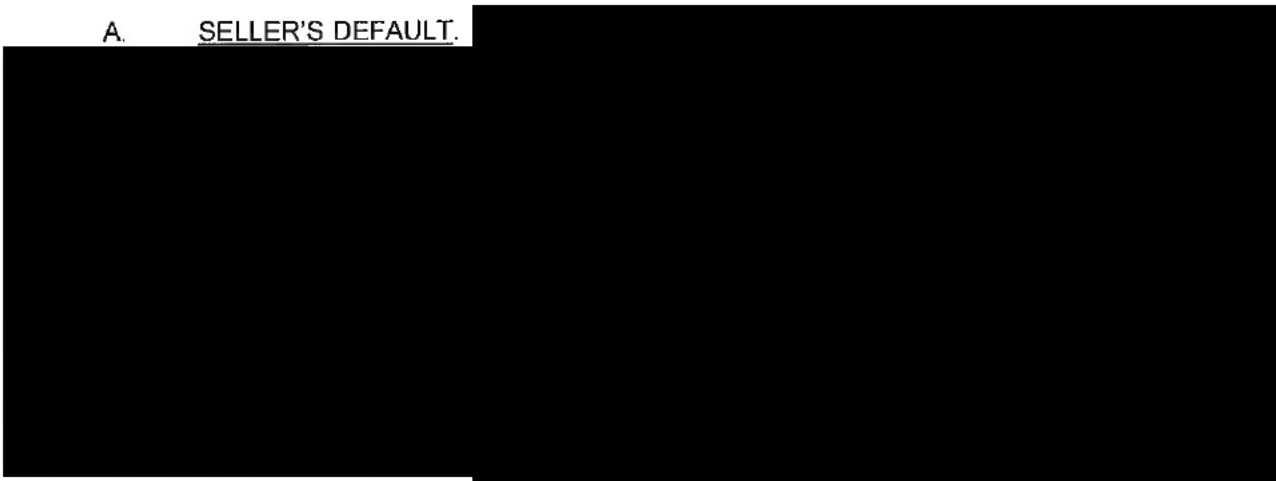
L. FIRPTA. Seller is not a foreign person (as the term is defined in Section 1445 of the Internal Revenue Code as amended by the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA") and Seller shall provide Buyer with an affidavit to that effect in compliance with FIRPTA at the Closing.

M. No Violation of Other Agreements. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture or other instrument to which Seller is a party or by which it or the Property is bound, any judgment, decree, order or award of any court, governmental body or any law, rule or regulation applicable to Seller.

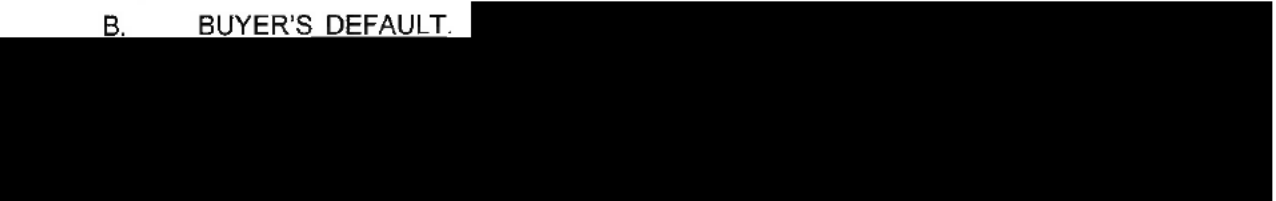
12. Risk of Loss. Prior to the Closing, Seller shall bear all risk of loss to the Property and all liabilities arising from the Property except as otherwise expressly provided herein. In the event of a condemnation, Buyer shall have the option to terminate this Agreement and receive a return of the Deposit, including accrued interest thereon, or to proceed to the Closing with any condemnation award paid or credited to Buyer at the Closing.

13. Default.

A. SELLER'S DEFAULT.



B. BUYER'S DEFAULT.



\_\_\_\_\_ BUYER'S INITIALS

\_\_\_\_\_ SELLER'S INITIALS

14. Property Taxes and Assessments. All real and personal property taxes and assessments shall be prorated as of the Closing Date. If the amount of such taxes and assessments cannot be ascertained at the Closing, the proration shall be based on the latest available tax rate and assessed valuation. Thereafter, when the actual tax rate and assessed value for the relevant period are received, re-prorations will be made and a final cash settlement will be made by Seller and Buyer.

15. Miscellaneous Provisions.

A. Notices. All notices, consents, approvals or other instruments required or permitted to be given by either Party shall be in writing and shall be deemed to have been properly given if sent by registered or certified mail, return receipt requested, Federal Express (UPS, DHL, Express Mail, or by other recognized overnight courier service), postage and other charges prepaid, to the Parties at the addresses set forth in the first paragraph hereof or to such other address as either Party may give notice pursuant to this paragraph from time to time. All notices shall be deemed received when delivered to the address specified.

B. Brokerage Commissions. Each Party warrants and represents to the other that no real estate sales or brokerage commissions or like commissions are or may be due in connection with this transaction. Each Party agrees to indemnify, defend (with legal counsel reasonably acceptable to the indemnitee) and hold harmless the other party for, from and against, any claims by third parties made by or through the acts of such Party, for real estate or brokerage commissions, or a finder's fee, in connection with the transactions provided herein, and all costs and expenses incurred by the indemnitee in connection therewith including, but not limited to, reasonable attorneys' fees. The obligations of each Party under this Section shall survive the Closing and the termination of this Agreement.

C. Assignment. This Agreement may be assigned by Buyer to any other entity without the written consent of Seller, and Buyer shall be released from all liability and obligations which first arise from and after the date of such assignment, provided the assignee (i.e., the new Buyer) shall have assumed all liability and obligations of the transferring Buyer.

D. Binding. This Agreement shall inure to and be binding upon the successors, permitted assigns and representatives of Buyer and Seller.

E. Other Documents. Each of the Parties agrees to sign such other and further documents as may be appropriate to carry out the intentions expressed in this Agreement.

F. Controlling Law. This Agreement shall be governed and construed in accordance with the laws of the State in which the Property is located.

G. Independent Counsel. Seller and Buyer each acknowledge that: (i) they have been represented by independent counsel in connection with this Agreement; (ii) they have executed this



Agreement with the advice of such counsel; and (iii) this Agreement is the result of negotiations between the Parties hereto and the advice and assistance of their respective counsel. The fact that this Agreement was prepared by Buyer's counsel as a matter of convenience shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against either Party because such Party's counsel prepared or drafted the provision in question.

H. Attorney's Fees. If either Party commences litigation, arbitration or other legal proceedings against the other Party for a default hereunder or to enforce or interpret any provision hereof, the prevailing Party in any such proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees and expert witness fees, with attorneys' fees to be determined by the court (or arbitrator, as applicable) and not a jury in any such litigation, arbitration or other proceeding.

I. Confidentiality. Seller shall maintain in the strictest confidence, for the sole benefit of Buyer, all information pertaining to the terms and conditions of this Agreement, except to the extent as may be required by court order, provided that Seller provides, to the extent reasonably possible, Buyer a reasonable opportunity to review the disclosure before it is made and to impose Buyer's own objection to the disclosure. Without first obtaining written permission from Buyer, Seller shall not issue any statements or press releases or respond to any inquiries from the news media regarding such matters. Nothing in this Section shall prohibit any Party from sharing or disclosing information with such Party's counsel, accountants, or current or prospective investors, purchasers or lenders with a bona fide need to know such confidential information provided that the Party sharing or disclosing such confidential information requires the recipient to maintain the confidentiality of such disclosed information. This Section shall survive the termination or expiration of this Agreement.

J. Waiver and Amendment. No provisions of this Agreement shall be deemed waived or amended except by a written instrument unambiguously setting forth the matter waived or amended and signed by the Party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter of any future occasion.

K. Severability. If any provision of this Agreement shall be held by any court of competent jurisdiction to be unlawful, voidable, void, or unenforceable for any reason, such provision shall be deemed to be severable from and shall in no way affect the validity or enforceability of the remaining provisions of this Agreement.

L. Headings. The headings, captions and numbering system provided herein are included only for convenience of reference and under no circumstances shall they be considered in interpreting the provisions of this Agreement.

M. Time of the Essence. Time is of the essence of this Agreement and the performance or satisfaction of all requirements, conditions, or other provisions hereof.

N. Entire Agreement. This Agreement (along with the Option Agreement) constitutes the entire agreement between Buyer and Seller respecting its subject matter and supersedes all prior agreements and understandings, if any, concerning the subject matter herein, and there are no other covenants, agreements, promises, terms, provisions or understandings, either oral or written, between the Parties concerning the subject matter of this Agreement, other than those expressly set forth herein. This Agreement shall not be modified or amended except in a writing signed by both parties.

O. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Emailed PDF signatures shall be valid hereunder as originals.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Seller and Buyer have entered into this Agreement as of the Effective Date set forth above.

**SELLER:**

Goodin Family Farms, LLLP,  
a Kentucky limited liability limited partnership

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**BUYER:**

NORTHERN BOBWHITE SOLAR LLC,  
a Kentucky limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Exhibit A to Purchase Agreement

Legal Description of the Property

Tap Map Parcel Number: 064-001 (portion)

All that portion of Tract 5 of the McMichael Farm Division as per plat thereof of record in Plat Book 2, Slide 308, in the Marion County Court Clerk's office that lies Northeasterly of a line described as follows: Beginning at the most Easterly point of Tract 2 of the McMichael Farm Division as per plat thereof of record in Plat Book 2, Slide 308, in the Marion County Court Clerk's office and also being the northeasterly terminus point of the line shown on said Plat with a bearing of N30°19'30"W and a distance of 345.99' thence continuing N30°19'30"W to the point of the most northerly corner of Tract 5 of said Plat, said point also being the northeasterly terminus point of the line shown on said Plat with a bearing of N85°20'40"E with a distance of 219.46'.

BEING a portion of that property acquired by Goodin Family Farms, LLLP, a Kentucky limited liability limited partnership by Deed dated October 1, 2019, of record in Deed Book 339, Page 109, in the Marion County Clerk's office, Kentucky.

Approximate Acreage: 3.00, more or less

(Upon obtaining a metes and bounds legal description from a surveyor the above Legal Description of the Property will be substituted and agreed upon by Buyer and Seller.)

Exhibit B to Purchase Agreement

Form of Deed

**MAIL TAX BILL, IN-CARE-OF:**

EDF Renewables Development, Inc.  
Attn: Corporate Real Estate  
15445 Innovation Drive  
San Diego, CA 92128

**GENERAL WARRANTY DEED**

**THIS GENERAL WARRANTY DEED** is made and entered into this as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between: (i) \_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_ (“Grantor”); and (ii) **NORTHERN BOBWHITE SOLAR LLC**, a Delaware limited liability company, with a mailing address of 15445 Innovation Drive, San Diego, CA 92128 (“Grantee”).

**WITNESSETH:**

**THAT** for and in consideration of the total sum of \_\_\_\_\_ AND 00/100 DOLLARS (\$\_\_\_\_\_), the receipt and sufficiency of which are hereby acknowledged, Grantor has bargained and sold and by these presents hereby grant and convey unto Grantee, in fee simple, its successors and assigns forever, with covenant of GENERAL WARRANTY, all of that certain real property, together with all improvements located thereon and all appurtenances thereunto belonging, situated in Marion County, Kentucky, more particularly as follows, to-wit (the “Property”):

Tax Parcel # \_\_\_\_\_

Being a part of the same property acquired by \_\_\_\_\_ by \_\_\_\_\_ Deed dated \_\_\_\_\_, of record in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, in the Office of the Clerk of Marion County, Kentucky.

**TO HAVE AND TO HOLD**, in fee simple, all of the Property, together with all the rights, privileges, appurtenances and improvements thereunto belonging, unto the Grantee, its successors and assigns forever.

Grantor covenants, warrants and represents that it is lawfully seized of the Property, has full right, power and authority to convey the same as herein done, and that the Property is free and clear of all taxes, liens and encumbrances, except (a) zoning laws, rules and regulations affecting the Property, if any, (b) the lien of current ad valorem taxes, which taxes shall be prorated as of

the date of this Deed and are hereby assumed by Grantee, and the lien of all future ad valorem taxes, which taxes Grantee hereby assumes and agrees to pay, and (c) all restrictions, covenants, easements and stipulations of record affecting the Property.

As required by KRS 382.135, Grantor hereby certifies, and Grantee appears herein solely for the purpose of certifying, and does hereby certify, that the consideration reflected in the foregoing Deed is the full consideration paid for the Property.

**IN TESTIMONY WHEREOF**, witness the signatures of Grantor and Grantee on the day, month and year herein written.

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

(“Grantor”)

COMMONWEALTH OF KENTUCKY     )  
  )SS:  
COUNTY OF \_\_\_\_\_            )

The foregoing General Warranty Deed and was subscribed, sworn to, and acknowledged before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, for and in his/her capacity as \_\_\_\_\_ of \_\_\_\_\_, the Grantor.

My Commission expires: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE-AT-LARGE,  
KENTUCKY  
NOTARY ID: \_\_\_\_\_

[SEAL]

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

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

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

(“Grantee”)

STATE OF \_\_\_\_\_ )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing General Warranty Deed was subscribed, sworn to, and acknowledged before me, \_\_\_\_\_, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, for and in his capacity as \_\_\_\_\_ of **NORTHERN BOBWHITE SOLAR, LLC**, a Delaware limited liability company the Grantee.

My Commission expires: \_\_\_\_\_.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
Tandy C. Patrick, Esq.  
BINGHAM GREENEBAUM DOLL LLP  
3500 PNC Tower  
101 South Fifth Street  
Louisville, Kentucky 40202  
(502) 587-3512

Exhibit C  
Form of Memorandum  
(attached hereto)

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