

FIRST AMENDMENT
TO AMENDED AND RESTATED GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED GROUND LEASE AGREEMENT (this "**First Amendment**") is made and entered into as of the 5th day of ~~December~~ February, 2021 (the "**Effective Date**"), by and between Timothy Allen Goodin and Lesley D. Goodin, individuals (the "**Landlord**") and Mt Olive Creek Solar, LLC, a North Carolina limited liability company (the "**Tenant**").

February,
2021

WITNESSETH:

WHEREAS, Landlord and Carolina Solar Energy III, LLC signed that certain amended and restated real estate lease agreement effective as of May 12, 2020 (the "**Lease**"), for that certain property containing approximately nine (9) acres with an option, exercisable at Tenant's discretion, for up to an additional twenty-two (22) acres (to be determined in accordance with the Lease) located at Sano Road, approximately three miles north of Russell Springs in Russell County, Kentucky, being portions of the properties having PIN numbers 030-00-00-041.02 (regarding the optional acres) and 030-00-00-041.03 (the "**Land**"); and

WHEREAS, Carolina Solar Energy III, LLC assigned the Lease to Mt Olive Creek Solar, LLC in an assignment and assumption of lease dated October 16, 2020; and

WHEREAS, the surveyor has provided Tenant with new information regarding parcel ownership, and based on this information both parties have agreed to modify the leased area under the Lease.

NOW THEREFORE, the parties hereby agree as follows:

1. The first sentence of the second paragraph of the Lease is amended as follows:

The phrase "that certain property containing between approximately nine (9) acres with an option, exercisable at Tenant's discretion, for up to an additional twenty-two (22) acres (to be determined in accordance with Section 1e below)" is deleted in its entirety, and replaced with the following:

"that certain property containing between approximately nine (9) acres with an option, exercisable at Tenant's discretion, for up to an additional sixteen (16) acres (to be determined in accordance with Section 1e below)"

2. Exhibit A to the lease is deleted in its entirety, and replaced with the attached Exhibit A.
3. Other than the changes described herein, all other terms of the Lease remain unchanged.
4. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original once executed and delivered.

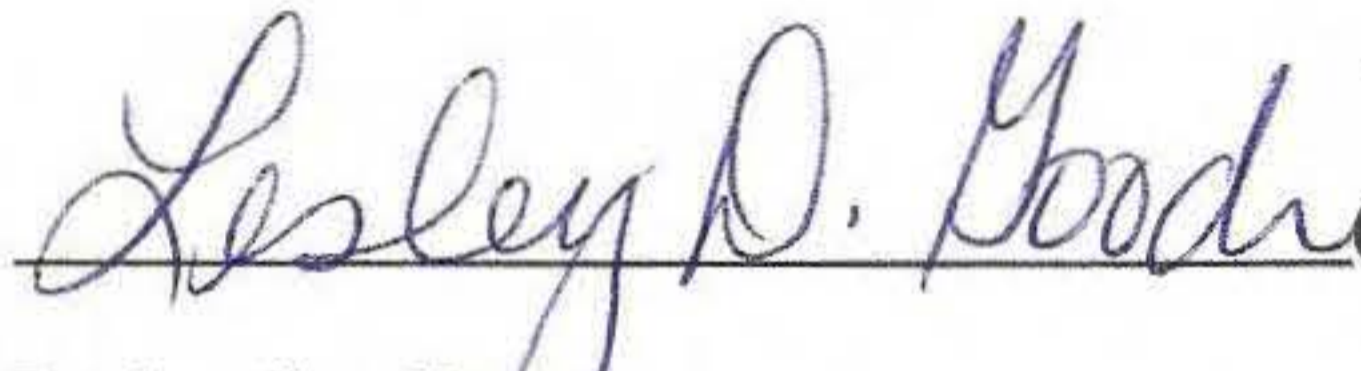
[REMAINDER OF PAGE BLANK. SIGNATURE PAGE FOLLOWS.]

**[SEPARATE SIGNATURE PAGE TO FIRST AMENDMENT
TO GROUND LEASE AGREEMENT]**

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

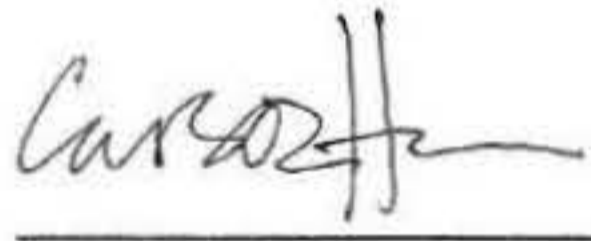
LANDLORD:

By:  (SEAL)
Name: Timothy Allen Goodin

By:  (SEAL)
Name: Lesley Goodin

TENANT:


MT OLIVE CREEK SOLAR, LLC

By:  (SEAL)
Name: Carson Harkrader
Its: Manager



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<p>04</p> <p>a</p>	<p>DRAWN BY CJ, TC</p>	<p>PROJECT Mt. Olive Creek</p>	<p>ISSUE 9/16/20 5/4/20 5/9/19 3/11/19</p>	<p>Goodin Lease Areas</p>	<p>Carolina Solar Energy 400 W Main St Durham, NC 27701 Suite 503</p>	
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Timothy Allen & Lesley D Goodin
Parcel # 030000004102


Lease (Option) Area
Approx. 16 Acres

Huffman

76

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<p>03 a</p>	<p>DRAWN BY CJ, TC</p>	<p>PROJECT Mt. Olive Creek</p>	<p>ISSUE 9/16/20 5/4/20 5/9/19 3/11/19</p>	<p>Goodin Lease Areas</p>	<p>Carolina Solar Energy 400 W Main St Durham, NC 27701 Suite 503</p>	
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