

Mt. Olive Creek, Solar, LLC
Response to Siting Board's Post-Hearing Request for Information
Case No. 2020-00226

Request No. 1: Provide copies of all documents assigning leases to Mt Olive Creek from Carolina Solar Energy LLC.

Response: See Attached.

Responding Witness: Benjamin Lindermeier

**ASSIGNMENT AND ASSUMPTION
OF REAL ESTATE PURCHASE AND SALE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Assignment") is made effective as of the 16th day of October, 2020 (the "Effective Date"), by and between **Carolina Solar Energy III, LLC**, a North Carolina limited liability company, (the "Assignor"), and **Mt. Olive Creek Solar, LLC**, a North Carolina limited liability company (the "Assignee").

RECITALS:

WHEREAS, Assignor, as buyer, and **Walter L. Adamson and Jackie M. Adamson**, married individuals ("Seller"), as seller, are parties to that certain Real Estate Purchase and Sale Agreement having an effective date of July 30, 2020 by and between Seller and Assignor (the "Purchase Agreement"), for the purchase of certain land containing approximately one (1.0) acre located at 479 Sano Road, approximately three miles north of Russell Springs in Russell County, Kentucky, being all of the property designated by the Russell County Property Valuation Administrator as Map Number of 031-00-00-002.01 (the "Property");

WHEREAS, Assignee is a wholly owned subsidiary of Assignor;

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to the Purchase Agreement, and Assignee desires to accept such assignment and assumes all of Assignor's duties, obligations, covenants, and undertakings under the Purchase Agreement, as of the Effective Date; and

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto contract and agree with each other as follows:

AGREEMENTS:

1. As of the Effective Date, Assignor has bargained, assigned, transferred, sold, and conveyed, and by these presents does hereby assign, transfer, and convey unto Assignee, its successors and assigns, all rights, title, claims, and interests of Assignor in and under the Purchase Agreement.

2. Assignee hereby assumes all obligations of Assignor under the Purchase Agreement arising from and after the Effective Date.

3. Assignor hereby agrees to defend, indemnify, and hold Assignee harmless from and against all third party claims, demands, losses, damages, expenses and costs (including reasonable attorney's fees and expenses) arising out of or in connection with Assignor's failure, prior to the Effective Date, to observe, perform and discharge each and every one of the obligations, and liabilities of the buyer under the Purchase Agreement.

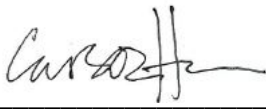
4. Assignor represents and warrants to Assignee that:
 - (a) Assignor is the buyer under the Purchase Agreement.
 - (b) No consent is needed for Assignor to assign the Purchase Agreement and execute this Assignment.
 - (c) All of the terms, covenants, and conditions on the part of the buyer to be performed and observed under the Purchase Agreement, including, without limitation, the payment of any option or due diligence fees and deposits, have been fully performed and observed.
 - (d) The Purchase Agreement is in full force and effect and is not encumbered by any prior transfer, assignment, mortgage, lien, or other encumbrance.
 - (e) There are no duties on the part of Seller due and owing.
 - (f) A further assignment of the Purchase Agreement is permitted without Seller's consent.
5. This Assignment may be executed in counterparts, all such executed counterparts shall constitute the same Assignment, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.
6. This Assignment shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties.
7. This Assignment shall be governed by and construed under the laws of the State in which the Property is located.
8. This Assignment contains the entire agreement as to the assignment of the Purchase Agreement between the parties, and may not be changed, modified, or terminated orally, or in any other manner other than by an agreement in writing signed by the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.

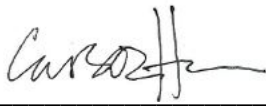
ASSIGNOR:

Carolina Solar Energy III, LLC

By: 
Name: Carson Harkrader
Title: CEO

ASSIGNEE:

Mt. Olive Creek Solar, LLC

By: 
Name: Carson Harkrader
Title: CEO

**ASSIGNMENT AND ASSUMPTION
OF REAL ESTATE LEASE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (this “Assignment”) is made effective as of the 16th day of October, 2020 (the “Effective Date”), by and between **Carolina Solar Energy III, LLC**, a North Carolina limited liability company, (the “Assignor”), and **Mt. Olive Creek Solar, LLC**, a North Carolina limited liability company (the “Assignee”).

RECITALS:

WHEREAS, Assignor, as tenant, and **Earl G. Bennett**, an individual (the “Landlord”), as landlord, are parties to that certain Real Estate Lease Agreement having an effective date of May 22, 2019, by and between Landlord and Assignor (the “Lease Agreement”), for the lease of certain land containing approximately one hundred and fifty (150) acres located at 790 Mt Olive Creek Rd, approximately three miles north of Russell Springs in Russell County, Kentucky, being a portion of the properties having PIN numbers of 030-00-00-058.00 and 031-00-00-002.00 (the “Property”);

WHEREAS, Assignee is a wholly owned subsidiary of Assignor;

WHEREAS, Assignor desires to assign to Assignee all of Assignor’s right, title, and interest in and to the Lease Agreement, and Assignee desires to accept such assignment and assumes all of Assignor’s duties, obligations, covenants, and undertakings under the Lease Agreement, as of the Effective Date; and

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto contract and agree with each other as follows:

AGREEMENTS:

1. As of the Effective Date, Assignor has bargained, assigned, transferred, sold, and conveyed, and by these presents does hereby assign, transfer, and convey unto Assignee, its successors and assigns, all rights, title, claims, and interests of Assignor in and under the Lease Agreement.

2. Assignee hereby assumes all obligations of Assignor under the Lease Agreement arising from and after the Effective Date.

3. Assignor hereby agrees to defend, indemnify, and hold Assignee harmless from and against all third party claims, demands, losses, damages, expenses and costs (including reasonable attorney’s fees and expenses) arising out of or in connection with Assignor’s failure, prior to the Effective Date, to observe, perform and discharge each and every one of the obligations, and liabilities of the buyer under the Lease Agreement.

4. Assignor represents and warrants to Assignee that:

(a) Assignor is the tenant under the Lease Agreement.

(b) No consent is needed for Assignor to assign the Lease Agreement and execute this Assignment.

(c) All of the terms, covenants, and conditions on the part of the tenant to be performed and observed under the Lease Agreement, including, without limitation, the payment of any option or due diligence fees and deposits, have been fully performed and observed.

(d) The Lease Agreement is in full force and effect and is not encumbered by any prior transfer, assignment, mortgage, lien, or other encumbrance.

(e) There are no duties on the part of Landlord due and owing.

(f) A further assignment of the Lease Agreement is permitted without Landlord's consent.

5. This Assignment may be executed in counterparts, all such executed counterparts shall constitute the same Assignment, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

6. This Assignment shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties.

7. This Assignment shall be governed by and construed under the laws of the State in which the Property is located.


8. This Assignment contains the entire agreement as to the assignment of the Lease Agreement between the parties, and may not be changed, modified, or terminated orally, or in any other manner other than by an agreement in writing signed by the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.


ASSIGNOR:

Carolina Solar Energy III, LLC

By: 
Name: Carson Harkrader
Title: CEO

ASSIGNEE:

Mt. Olive Creek Solar, LLC

By: 
Name: Carson Harkrader
Title: CEO

**ASSIGNMENT AND ASSUMPTION
OF REAL ESTATE LEASE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (this “Assignment”) is made effective as of the 16th day of October, 2020 (the “Effective Date”), by and between **Carolina Solar Energy III, LLC**, a North Carolina limited liability company, (the “Assignor”), and **Mt. Olive Creek Solar, LLC**, a North Carolina limited liability company (the “Assignee”).

RECITALS:

WHEREAS, Assignor, as tenant, and **Richard L. Bennett and Jennifer Bennett**, married individuals (the “Landlord”), as landlord, are parties to that certain Real Estate Lease Agreement having an effective date of July 16, 2020, by and between Landlord and Assignor (the “Lease Agreement”), for the lease of certain land containing between approximately eight (8) and eleven (11) acres located at the Northeast corner of Sano Road and West Sulphur Creek Road, approximately five miles north of Russell Springs in Russell County, Kentucky, being a portion of the property having a PIN number of 030-00-00-058.02 (the “Property”);

WHEREAS, Assignee is a wholly owned subsidiary of Assignor;

WHEREAS, Assignor desires to assign to Assignee all of Assignor’s right, title, and interest in and to the Lease Agreement, and Assignee desires to accept such assignment and assumes all of Assignor’s duties, obligations, covenants, and undertakings under the Lease Agreement, as of the Effective Date; and

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto contract and agree with each other as follows:

AGREEMENTS:

1. As of the Effective Date, Assignor has bargained, assigned, transferred, sold, and conveyed, and by these presents does hereby assign, transfer, and convey unto Assignee, its successors and assigns, all rights, title, claims, and interests of Assignor in and under the Lease Agreement.

2. Assignee hereby assumes all obligations of Assignor under the Lease Agreement arising from and after the Effective Date.

3. Assignor hereby agrees to defend, indemnify, and hold Assignee harmless from and against all third party claims, demands, losses, damages, expenses and costs (including reasonable attorney’s fees and expenses) arising out of or in connection with Assignor’s failure, prior to the Effective Date, to observe, perform and discharge each and every one of the obligations, and liabilities of the buyer under the Lease Agreement.

4. Assignor represents and warrants to Assignee that:

(a) Assignor is the tenant under the Lease Agreement.

(b) No consent is needed for Assignor to assign the Lease Agreement and execute this Assignment.

(c) All of the terms, covenants, and conditions on the part of the tenant to be performed and observed under the Lease Agreement, including, without limitation, the payment of any option or due diligence fees and deposits, have been fully performed and observed.

(d) The Lease Agreement is in full force and effect and is not encumbered by any prior transfer, assignment, mortgage, lien, or other encumbrance.

(e) There are no duties on the part of Landlord due and owing.

(f) A further assignment of the Lease Agreement is permitted without Landlord's consent.

5. This Assignment may be executed in counterparts, all such executed counterparts shall constitute the same Assignment, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

6. This Assignment shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties.

7. This Assignment shall be governed by and construed under the laws of the State in which the Property is located.


8. This Assignment contains the entire agreement as to the assignment of the Lease Agreement between the parties, and may not be changed, modified, or terminated orally, or in any other manner other than by an agreement in writing signed by the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.


ASSIGNOR:

Carolina Solar Energy III, LLC

By: 
Name: Carson Harkrader
Title: CEO

ASSIGNEE:

Mt. Olive Creek Solar, LLC

By: 
Name: Carson Harkrader
Title: CEO

**ASSIGNMENT AND ASSUMPTION
OF REAL ESTATE LEASE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (this “Assignment”) is made effective as of the 16th day of October, 2020 (the “Effective Date”), by and between **Carolina Solar Energy III, LLC**, a North Carolina limited liability company, (the “Assignor”), and **Mt. Olive Creek Solar, LLC**, a North Carolina limited liability company (the “Assignee”).

RECITALS:

WHEREAS, Assignor, as tenant, and **John Mark Goodin, Judy Goodin, Timothy Allen Goodin and Lesley Goodin**, individuals (the “Landlord”), as landlord, are parties to that certain Real Estate Lease Agreement having an effective date of May 14, 2019, by and between Landlord and Assignor, as amended and restated by that certain Amended and Restated Ground Lease Agreement dated May 12, 2020, (the “Lease Agreement”), for the lease of certain land containing between approximately one hundred and twenty (120) and one hundred and twenty-five (125) acres located at Sano Road, approximately three miles north of Russell Springs in Russell County, Kentucky, being a portion of the properties having PIN numbers 030-00-00-041.00, 030-00-00-063.00, and 030-00-00-062.00 (the “Property”);

WHEREAS, Assignee is a wholly owned subsidiary of Assignor;

WHEREAS, Assignor desires to assign to Assignee all of Assignor’s right, title, and interest in and to the Lease Agreement, and Assignee desires to accept such assignment and assumes all of Assignor’s duties, obligations, covenants, and undertakings under the Lease Agreement, as of the Effective Date; and

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto contract and agree with each other as follows:

AGREEMENTS:

1. As of the Effective Date, Assignor has bargained, assigned, transferred, sold, and conveyed, and by these presents does hereby assign, transfer, and convey unto Assignee, its successors and assigns, all rights, title, claims, and interests of Assignor in and under the Lease Agreement.

2. Assignee hereby assumes all obligations of Assignor under the Lease Agreement arising from and after the Effective Date.

3. Assignor hereby agrees to defend, indemnify, and hold Assignee harmless from and against all third party claims, demands, losses, damages, expenses and costs (including reasonable attorney’s fees and expenses) arising out of or in connection with Assignor’s failure, prior to the Effective Date, to observe, perform and discharge each and every one of the obligations, and liabilities of the buyer under the Lease Agreement.

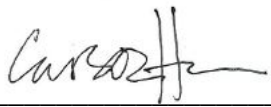
4. Assignor represents and warrants to Assignee that:
 - (a) Assignor is the tenant under the Lease Agreement.
 - (b) No consent is needed for Assignor to assign the Lease Agreement and execute this Assignment.
 - (c) All of the terms, covenants, and conditions on the part of the tenant to be performed and observed under the Lease Agreement, including, without limitation, the payment of any option or due diligence fees and deposits, have been fully performed and observed.
 - (d) The Lease Agreement is in full force and effect and is not encumbered by any prior transfer, assignment, mortgage, lien, or other encumbrance.
 - (e) There are no duties on the part of Landlord due and owing.
 - (f) A further assignment of the Lease Agreement is permitted without Landlord's consent.
5. This Assignment may be executed in counterparts, all such executed counterparts shall constitute the same Assignment, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.
6. This Assignment shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties.
7. This Assignment shall be governed by and construed under the laws of the State in which the Property is located.
8. This Assignment contains the entire agreement as to the assignment of the Lease Agreement between the parties, and may not be changed, modified, or terminated orally, or in any other manner other than by an agreement in writing signed by the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.


ASSIGNOR:

Carolina Solar Energy III, LLC

By: 
Name: Carson Harkrader
Title: CEO

ASSIGNEE:

Mt. Olive Creek Solar, LLC

By: 
Name: Carson Harkrader
Title: CEO

**ASSIGNMENT AND ASSUMPTION
OF REAL ESTATE LEASE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (this “Assignment”) is made effective as of the 16th day of October, 2020 (the “Effective Date”), by and between **Carolina Solar Energy III, LLC**, a North Carolina limited liability company, (the “Assignor”), and **Mt. Olive Creek Solar, LLC**, a North Carolina limited liability company (the “Assignee”).

RECITALS:

WHEREAS, Assignor, as tenant, and **Timothy Allen Goodin and Lesley D. Goodin**, married individuals (the “Landlord”), as landlord, are parties to that certain Real Estate Lease Agreement having an effective date of May 14, 2019, by and between Landlord and Assignor, as amended and restated by that certain Amended and Restated Ground Lease Agreement dated May 12, 2020, (the “Lease Agreement”), for the lease of certain land containing approximately nine (9) acres with an option, exercisable at Tenant’s discretion, for up to an additional twenty-two (22) acres 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 “Property”);

WHEREAS, Assignee is a wholly owned subsidiary of Assignor;

WHEREAS, Assignor desires to assign to Assignee all of Assignor’s right, title, and interest in and to the Lease Agreement, and Assignee desires to accept such assignment and assumes all of Assignor’s duties, obligations, covenants, and undertakings under the Lease Agreement, as of the Effective Date; and

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto contract and agree with each other as follows:

AGREEMENTS:

1. As of the Effective Date, Assignor has bargained, assigned, transferred, sold, and conveyed, and by these presents does hereby assign, transfer, and convey unto Assignee, its successors and assigns, all rights, title, claims, and interests of Assignor in and under the Lease Agreement.

2. Assignee hereby assumes all obligations of Assignor under the Lease Agreement arising from and after the Effective Date.

3. Assignor hereby agrees to defend, indemnify, and hold Assignee harmless from and against all third party claims, demands, losses, damages, expenses and costs (including reasonable attorney’s fees and expenses) arising out of or in connection with Assignor’s failure,

prior to the Effective Date, to observe, perform and discharge each and every one of the obligations, and liabilities of the buyer under the Lease Agreement.

4. Assignor represents and warrants to Assignee that:

(a) Assignor is the tenant under the Lease Agreement.

(b) No consent is needed for Assignor to assign the Lease Agreement and execute this Assignment.

(c) All of the terms, covenants, and conditions on the part of the tenant to be performed and observed under the Lease Agreement, including, without limitation, the payment of any option or due diligence fees and deposits, have been fully performed and observed.

(d) The Lease Agreement is in full force and effect and is not encumbered by any prior transfer, assignment, mortgage, lien, or other encumbrance.

(e) There are no duties on the part of Landlord due and owing.

(f) A further assignment of the Lease Agreement is permitted without Landlord's consent.

5. This Assignment may be executed in counterparts, all such executed counterparts shall constitute the same Assignment, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

6. This Assignment shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties.

7. This Assignment shall be governed by and construed under the laws of the State in which the Property is located.

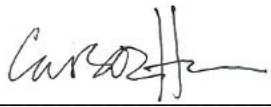
8. This Assignment contains the entire agreement as to the assignment of the Lease Agreement between the parties, and may not be changed, modified, or terminated orally, or in any other manner other than by an agreement in writing signed by the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.


ASSIGNOR:

Carolina Solar Energy III, LLC

By: 
Name: Carson Harkrader
Title: CEO

ASSIGNEE:

Mt. Olive Creek Solar, LLC

By: 
Name: Carson Harkrader
Title: CEO

**ASSIGNMENT AND ASSUMPTION
OF REAL ESTATE PURCHASE AND SALE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Assignment") is made effective as of the 16th day of October, 2020 (the "Effective Date"), by and between **Carolina Solar Energy III, LLC**, a North Carolina limited liability company, (the "Assignor"), and **Mt. Olive Creek Solar, LLC**, a North Carolina limited liability company (the "Assignee").

RECITALS:

WHEREAS, Assignor, as buyer, and **Danny Voils and Rita Voils**, married individuals ("Seller"), as seller, are parties to that certain Real Estate Purchase and Sale Agreement having an effective date of July 22, 2020 by and between Seller and Assignor (the "Purchase Agreement"), for the purchase of certain land containing approximately twenty (20) acres located at West Sulphur Creek Road, approximately three miles north of Russell Springs in Russell County, Kentucky, being a portion of the property having a PIN number of 030-00-00-058.03 (the "Property");

WHEREAS, Assignee is a wholly owned subsidiary of Assignor;

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to the Purchase Agreement, and Assignee desires to accept such assignment and assumes all of Assignor's duties, obligations, covenants, and undertakings under the Purchase Agreement, as of the Effective Date; and

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto contract and agree with each other as follows:

AGREEMENTS:

1. As of the Effective Date, Assignor has bargained, assigned, transferred, sold, and conveyed, and by these presents does hereby assign, transfer, and convey unto Assignee, its successors and assigns, all rights, title, claims, and interests of Assignor in and under the Purchase Agreement.

2. Assignee hereby assumes all obligations of Assignor under the Purchase Agreement arising from and after the Effective Date.

3. Assignor hereby agrees to defend, indemnify, and hold Assignee harmless from and against all third party claims, demands, losses, damages, expenses and costs (including reasonable attorney's fees and expenses) arising out of or in connection with Assignor's failure, prior to the Effective Date, to observe, perform and discharge each and every one of the obligations, and liabilities of the buyer under the Purchase Agreement.

4. Assignor represents and warrants to Assignee that:

- (a) Assignor is the buyer under the Purchase Agreement.
- (b) No consent is needed for Assignor to assign the Purchase Agreement and execute this Assignment.
- (c) All of the terms, covenants, and conditions on the part of the buyer to be performed and observed under the Purchase Agreement, including, without limitation, the payment of any option or due diligence fees and deposits, have been fully performed and observed.
- (d) The Purchase Agreement is in full force and effect and is not encumbered by any prior transfer, assignment, mortgage, lien, or other encumbrance.
- (e) There are no duties on the part of Seller due and owing.
- (f) A further assignment of the Purchase Agreement is permitted without Seller's consent.

5. This Assignment may be executed in counterparts, all such executed counterparts shall constitute the same Assignment, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

6. This Assignment shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties.

7. This Assignment shall be governed by and construed under the laws of the State in which the Property is located.


8. This Assignment contains the entire agreement as to the assignment of the Purchase Agreement between the parties, and may not be changed, modified, or terminated orally, or in any other manner other than by an agreement in writing signed by the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.


ASSIGNOR:

Carolina Solar Energy III, LLC

By: 
Name: Carson Harkrader
Title: CEO

ASSIGNEE:

Mt. Olive Creek Solar, LLC

By: 
Name: Carson Harkrader
Title: CEO

**ASSIGNMENT AND ASSUMPTION
OF REAL ESTATE LEASE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (this “Assignment”) is made effective as of the 16th day of October, 2020 (the “Effective Date”), by and between **Carolina Solar Energy III, LLC**, a North Carolina limited liability company, (the “Assignor”), and **Mt. Olive Creek Solar, LLC**, a North Carolina limited liability company (the “Assignee”).

RECITALS:

WHEREAS, Assignor, as tenant, and **George Thomas Wethington and Christina Marie Wethington**, married individuals (the “Landlord”), as landlord, are parties to that certain Real Estate Lease Agreement having an effective date of September 14, 2020, by and between Landlord and Assignor (the “Lease Agreement”), for the lease of certain land containing between ten (10) and approximately thirteen (13) acres located to the south of Wethington Road, approximately five miles north of Russell Springs in Russell County, Kentucky, being a portion of the property having a PIN number of 030-00-00-040.00 (the “Property”);

WHEREAS, Assignee is a wholly owned subsidiary of Assignor;

WHEREAS, Assignor desires to assign to Assignee all of Assignor’s right, title, and interest in and to the Lease Agreement, and Assignee desires to accept such assignment and assumes all of Assignor’s duties, obligations, covenants, and undertakings under the Lease Agreement, as of the Effective Date; and

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto contract and agree with each other as follows:

AGREEMENTS:

1. As of the Effective Date, Assignor has bargained, assigned, transferred, sold, and conveyed, and by these presents does hereby assign, transfer, and convey unto Assignee, its successors and assigns, all rights, title, claims, and interests of Assignor in and under the Lease Agreement.

2. Assignee hereby assumes all obligations of Assignor under the Lease Agreement arising from and after the Effective Date.

3. Assignor hereby agrees to defend, indemnify, and hold Assignee harmless from and against all third party claims, demands, losses, damages, expenses and costs (including reasonable attorney’s fees and expenses) arising out of or in connection with Assignor’s failure, prior to the Effective Date, to observe, perform and discharge each and every one of the obligations, and liabilities of the buyer under the Lease Agreement.

4. Assignor represents and warrants to Assignee that:

(a) Assignor is the tenant under the Lease Agreement.

(b) No consent is needed for Assignor to assign the Lease Agreement and execute this Assignment.

(c) All of the terms, covenants, and conditions on the part of the tenant to be performed and observed under the Lease Agreement, including, without limitation, the payment of any option or due diligence fees and deposits, have been fully performed and observed.

(d) The Lease Agreement is in full force and effect and is not encumbered by any prior transfer, assignment, mortgage, lien, or other encumbrance.

(e) There are no duties on the part of Landlord due and owing.

(f) A further assignment of the Lease Agreement is permitted without Landlord's consent.

5. This Assignment may be executed in counterparts, all such executed counterparts shall constitute the same Assignment, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

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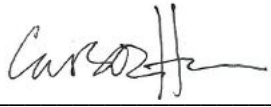
8. This Assignment contains the entire agreement as to the assignment of the Lease Agreement between the parties, and may not be changed, modified, or terminated orally, or in any other manner other than by an agreement in writing signed by the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.

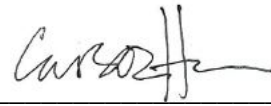
ASSIGNOR:

Carolina Solar Energy III, LLC

By: 
Name: Carson Harkrader
Title: CEO

ASSIGNEE:

Mt. Olive Creek Solar, LLC

By: 
Name: Carson Harkrader
Title: CEO

**ASSIGNMENT AND ASSUMPTION
OF REAL ESTATE LEASE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (this “Assignment”) is made effective as of the 16th day of October, 2020 (the “Effective Date”), by and between **Carolina Solar Energy III, LLC**, a North Carolina limited liability company, (the “Assignor”), and **Mt. Olive Creek Solar, LLC**, a North Carolina limited liability company (the “Assignee”).

RECITALS:

WHEREAS, Assignor, as tenant, and the **White Family Irrevocable Trust** (the “Landlord”), as landlord, are parties to that certain Real Estate Lease Agreement having an effective date of May 13, 2019, by and between Landlord and Assignor (the “Lease Agreement”), for the lease of certain land containing between approximately ninety-five (95) and one hundred and five (105) acres located at Sano Road, approximately three miles north of Russell Springs in Russell County, Kentucky, being a portion of the properties having parcel ID numbers 031-00-00-003.00, and 031-00-00-006.00 (the “Property”);

WHEREAS, Assignee is a wholly owned subsidiary of Assignor;

WHEREAS, Assignor desires to assign to Assignee all of Assignor’s right, title, and interest in and to the Lease Agreement, and Assignee desires to accept such assignment and assumes all of Assignor’s duties, obligations, covenants, and undertakings under the Lease Agreement, as of the Effective Date; and

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto contract and agree with each other as follows:

AGREEMENTS:

1. As of the Effective Date, Assignor has bargained, assigned, transferred, sold, and conveyed, and by these presents does hereby assign, transfer, and convey unto Assignee, its successors and assigns, all rights, title, claims, and interests of Assignor in and under the Lease Agreement.

2. Assignee hereby assumes all obligations of Assignor under the Lease Agreement arising from and after the Effective Date.

3. Assignor hereby agrees to defend, indemnify, and hold Assignee harmless from and against all third party claims, demands, losses, damages, expenses and costs (including reasonable attorney’s fees and expenses) arising out of or in connection with Assignor’s failure, prior to the Effective Date, to observe, perform and discharge each and every one of the obligations, and liabilities of the buyer under the Lease Agreement.

4. Assignor represents and warrants to Assignee that:

(a) Assignor is the tenant under the Lease Agreement.

(b) No consent is needed for Assignor to assign the Lease Agreement and execute this Assignment.

(c) All of the terms, covenants, and conditions on the part of the tenant to be performed and observed under the Lease Agreement, including, without limitation, the payment of any option or due diligence fees and deposits, have been fully performed and observed.

(d) The Lease Agreement is in full force and effect and is not encumbered by any prior transfer, assignment, mortgage, lien, or other encumbrance.

(e) There are no duties on the part of Landlord due and owing.

(f) A further assignment of the Lease Agreement is permitted without Landlord's consent.

5. This Assignment may be executed in counterparts, all such executed counterparts shall constitute the same Assignment, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

6. This Assignment shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties.

7. This Assignment shall be governed by and construed under the laws of the State in which the Property is located.


8. This Assignment contains the entire agreement as to the assignment of the Lease Agreement between the parties, and may not be changed, modified, or terminated orally, or in any other manner other than by an agreement in writing signed by the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.


ASSIGNOR:

Carolina Solar Energy III, LLC

By:  _____
Name: Carson Harkrader
Title: CEO

ASSIGNEE:

Mt. Olive Creek Solar, LLC

By:  _____
Name: Carson Harkrader
Title: CEO

Request No. 2: Provide a detailed map clearly showing entry and egress of the cemetery located within the project boundary along Sano Road.

Response: See attached cemetery map. Note that the map shows *potential* project access points and that all 4 access points are unlikely to be constructed. For further reference, please also see the updated site layout provided with this response. Note that the vegetative buffer on the southwest portion of the project along Sano Rd. will only be utilized if panels are placed between the existing vegetative buffer and Sano Rd.

Responding Witness: Benjamin Lindermeier



Carolina Solar Energy
400 W Main St
Durham, NC 27701
Suite 503

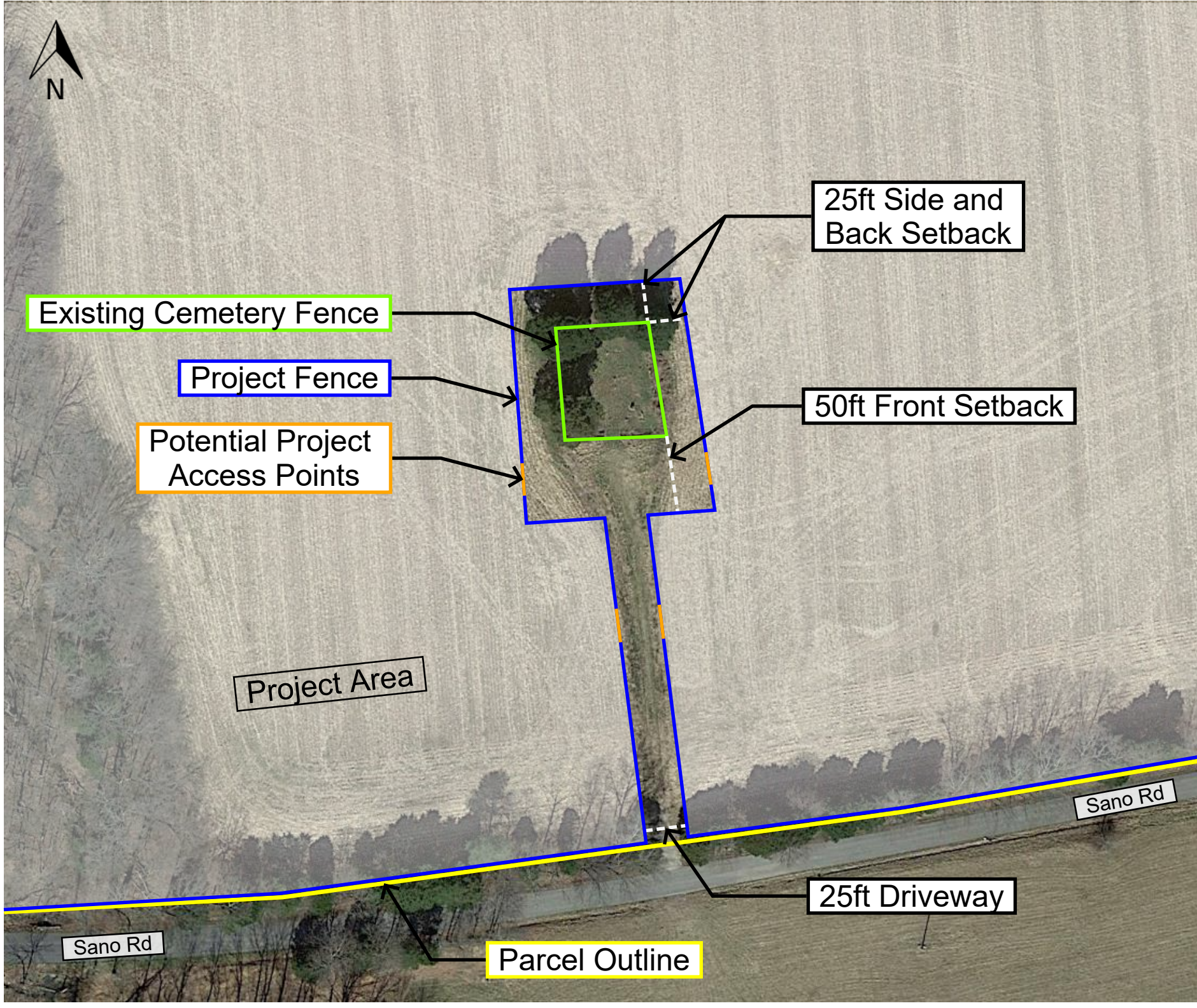
DESCRIPTION
Mt Olive Creek
Cemetery Map

CLIENT
KY PSC

DRAWN BY
TC

ISSUE
10/4/2021

PROJECT
Mt Olive
Creek



Existing Cemetery Fence

Project Fence

Potential Project
Access Points

Project Area

25ft Side and
Back Setback

50ft Front Setback

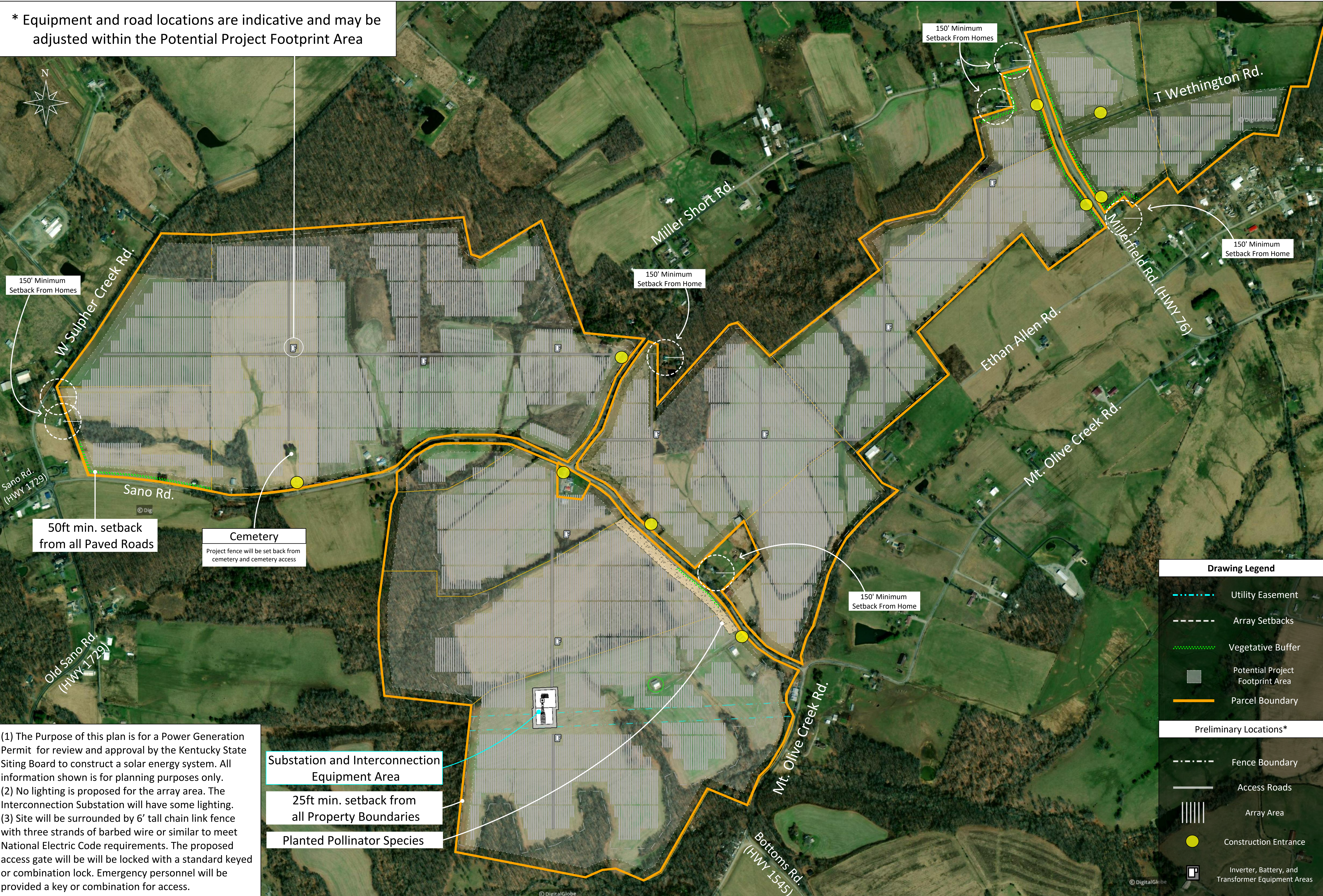
25ft Driveway

Sano Rd

Sano Rd

Parcel Outline

* Equipment and road locations are indicative and may be adjusted within the Potential Project Footprint Area



(1) The Purpose of this plan is for a Power Generation Permit for review and approval by the Kentucky State Siting Board to construct a solar energy system. All information shown is for planning purposes only.
 (2) No lighting is proposed for the array area. The Interconnection Substation will have some lighting.
 (3) Site will be surrounded by 6' tall chain link fence with three strands of barbed wire or similar to meet National Electric Code requirements. The proposed access gate will be will be locked with a standard keyed or combination lock. Emergency personnel will be provided a key or combination for access.

- Substation and Interconnection Equipment Area
- 25ft min. setback from all Property Boundaries
- Planted Pollinator Species

Drawing Legend	
	Utility Easement
	Array Setbacks
	Vegetative Buffer
	Potential Project Footprint Area
	Parcel Boundary
Preliminary Locations*	
	Fence Boundary
	Access Roads
	Array Area
	Construction Entrance
	Inverter, Battery, and Transformer Equipment Areas

Carolina Solar Energy
 400 W Main St
 Durham, NC 27701
 Suite 503

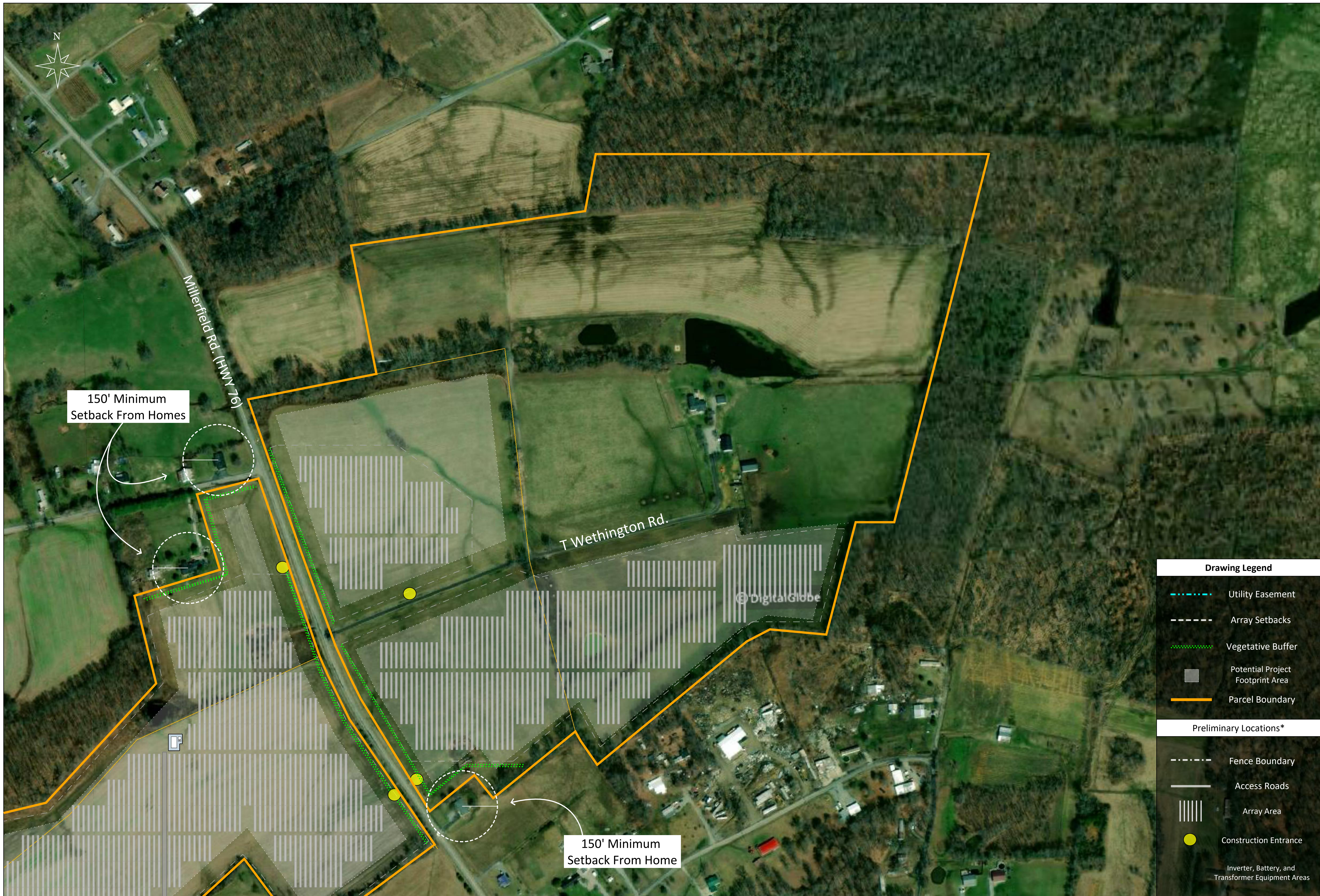
Mt Olive Creek Farm
 60 MWAC

ISSUE
 10/04/21
 06.28.21
 05.14.21
 05.04.21
 04.29.21

PROJECT
 Mt Olive Creek

DRAWN BY
 CJ

DESCRIPTION
 Array Layout



Drawing Legend	
	Utility Easement
	Array Setbacks
	Vegetative Buffer
	Potential Project Footprint Area
	Parcel Boundary

Preliminary Locations*	
	Fence Boundary
	Access Roads
	Array Area
	Construction Entrance
	Inverter, Battery, and Transformer Equipment Areas

Request No. 3: Provide confirmation that Mt Olive Creek, after being transferred to ENGIE North America from Carolina Solar Energy LLC, remains in compliance with KRS 278.710(1)(i), and that neither it nor any entity with ownership interest in the project, has violated any state or federal environmental laws or regulations, and that there are no pending actions against Mt Olive Creek, nor any entity with ownership interest in the project.

Response: Mt Olive Creek, after being transferred to ENGIE North America from Carolina Solar Energy LLC, remains in compliance with KRS 278.710(1)(i), and neither it nor any entity with ownership interest in the project has violated any state or federal environmental laws or regulations, and there are no pending actions against Mt Olive Creek, nor any entity with ownership interest in the project.

Responding Witness: Benjamin Lindermeier