

LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“Lease”) is made on August 27, 2019 (the “Effective Date”) by and between James M. Steinwachs and Angela R. Steinwachs, * (“Lessor”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns (“Lessee”).
(Insert name of spouse, if any, and marital status) husband and wife*

RECITALS

A. Lessor owns that certain real property located in Henderson County and Webster County, Kentucky and legally described on the attached Exhibit A (the “Property”).

B. Lessee is desirous of developing a solar energy project on the Premises (the “Project”), and Lessor desires to lease a portion of the Property (as more fully described herein, the “Premises”) to Lessee for that purpose.

C. Lessor is willing to lease and grant certain easement rights in the Premises to Lessee, and Lessee is willing to lease and obtain certain easement rights in the Premises from Lessor, all as more fully described below.

KEY TERMS

Development Period	5 years
Construction Period	2 years
Extended Term	25 years
Renewal Terms (3, each)	10 years

AGREEMENT

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree that the above recitals are true and correct in all material respects and are incorporated herein by reference, and further agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Lessor leases to Lessee, and Lessee leases from Lessor, the Premises, as identified on the site plan attached hereto as Exhibit A-1 (the “Site Plan”), for the purpose of development and use of a solar facility, including but not limited to monitoring, testing and evaluating the Premises for solar energy generation; activities related to the production of solar energy including constructing, installing, using, maintaining, operating, replacing, relocating and removing solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with

solar panel installations, including roads, and solar energy measurement equipment, fencing, and related facilities and equipment (hereinafter “**Solar Facilities**”). Such Solar Facilities shall be installed in compliance with Article VI. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for solar energy purposes. For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

(b) Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Solar Facilities. Lessee shall consult with Lessor on Lessee’s site development plan prior to construction on the Premises, showing Lessor the proposed locations of Solar Facilities before making its final decisions as to locations of Solar Facilities on the Premises; provided, however, that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the term of this Lease.

(c) Lessor hereby grants to Lessee, for the Term (as defined below), easements over, under, upon and across and on the Property (1) for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the “**Access Easement**”). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Property, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(d) Lessor shall retain the right to use the portion of the Property not included within the Premises.

(e) Notwithstanding any provision to the contrary, Lessee reserves the right to reduce the size of the Premises, at any time during the Term, to that amount of acreage needed for the installation of the Solar Facilities, as described herein, to be selected and further identified with an amended description and site plan, at a future date, all at Lessee’s sole discretion. Upon Lessee’s exercise of its right to reduce the size of the Premises, all reference to Premises in this Lease shall refer to the Premises as modified by the amended Site Plan, if any.

Section 1.2 Solar Easement

(a) **Solar Easement.** Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across the Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the “**Solar Easement**”) throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel is or may be located at any time from time to time (each such point referred to as a “**Site**”) and for a distance from each Site to the boundaries of the Property, together vertically through all space located above the surface of the Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along

the surface from each point along the exterior boundary of the Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) **Lessor Improvements.** Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the “**Existing Homestead**”), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an “**Improvement**”) located on the Property outside of the Existing Homestead. Lessor may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee’s sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Lessor has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Lessor may replace any structure or improvement located in the Property as of the Effective Date (the “**Original Structure or Improvement**”) with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the “**New Structure or Improvement**”), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Lessor would like a variance of the preceding requirements, Lessor may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee’s sole discretion.

ARTICLE II. Lease Term

Section 2.1 Term

Development Period; Construction Period; Extended Term; Renewal Terms

(a) Lessee’s rights under this Lease continue throughout the term of this Lease (the “**Term**”). Initially, the Term shall be for the Development Period. The “**Development Period**” commences on the Effective Date and expires on the fifth (5th) anniversary of the Effective Date.

(b) The Lease shall automatically be extended for the Construction Period, as defined below, upon the earlier of (i) the date when construction of Solar Facilities commences in connection with the Project (“**Construction Date**”); or (ii) the date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease for the Construction Period (“**Construction Period Notice Date**”), provided that the Construction Period commences prior to the expiration of the Development Period. The Construction Period of the Lease (“**Construction Period**”) is two (2) years from the earlier of either of the Construction Date or the Construction Period Notice Date unless sooner terminated in accordance with the terms of the Lease. Lessee may record a notice of the Construction Date or the Construction Period Notice Date against the Premises to give notice of such date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(c) The Term shall automatically be extended for the Extended Term (as defined below) upon the date when the Project begins commercial operation, which shall be defined as the date of the first commercial deliveries of electrical energy to the local utility grid (“**Commercial Operation Date**”); or (ii) the date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease for the Extended Term (“**Extended Term Notice Date**”),

provided that the commencement of the Extended Term occurs prior to the expiration of the Construction Period. The Extended Term of this Lease (“**Extended Term**”) is twenty five (25) years from the Commercial Operation Date or the Extended Term Notice Date, unless terminated earlier in accordance with the terms of this Lease. Lessee may record a notice of the Commercial Operation Date or the Extended Term Notice Date against Lessor’s Property to give notice of the Construction Date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.



Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Lease:

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of both parties to terminate this Lease; or
- (c) An uncured material breach of this Lease by either party and the election of the non-defaulting party to terminate the Lease pursuant to Article VIII; or
- (d) At the option of Lessee, thirty (30) days after Lessee’s execution and delivery of written notice of termination to Lessor (as to the entire Property, or any part thereof at Lessee’s option), in Lessee’s sole and absolute discretion; or
- (e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VII; or
- (f) Pursuant to applicable law.

Section 2.3 Part of a Larger Project

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2,

and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project.

ARTICLE III. Payments and Taxes

Section 3.1 Development Period Rent



Section 3.3 Taxes, Assessments and Utilities





Section 3.4 Severance of Lease Payments

Lessor acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to assign payments due to Lessor under the Lease to a third party without the consent of Lessee. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction



ARTICLE IV. Lessee's Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Mechanic's Liens

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien if Lessee provides Lessor with a bond or other reasonable security to protect Lessor's interest in the Premises against any such lien, in which case Lessee shall not be required to remove the lien during the period of the contested proceeding, but will be required to remove the lien prior to Lessor's interest in the Premises being forfeited. Lessee agrees to provide for ultimate removal before it affects Lessor's rights on the Premises.

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority applicable with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "**Legal Requirements**"). Failure to comply with any such Legal Requirements shall be a default as set forth in Section 8.1. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises, Solar Facilities, or any Other Approved Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Lessor unless Lessor has specifically agreed to join the action. If Lessor agrees to join the action, Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Lessee has approved such expense in advance.

Section 4.3 Lessee's Improvements



Section 4.4 Insurance



Section 4.7 Hold Harmless.

Each party (the “**Indemnifying Party**”) agrees to defend, indemnify and hold harmless the other party and the other party’s officers, directors, employees, representatives, mortgagees and agents (collectively the “**Indemnified Party**”) against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys’ fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Property (including, as to Lessor, any operations or activities conducted on the Property by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Lease.

Section 4.8 Essential Services.

Except for any competing developers of solar energy projects, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities.

ARTICLE V. Lessor Covenants

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Lease, Lessor is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (a) those currently of record in the county where the Property are located, or (b) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Lease, Lessor shall, at Lessor’s expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Property except those disclosed by Lessor to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Lessor's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities at no cost or expense to Lessor. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Property are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Solar Facilities to be installed or constructed on the Property or on adjacent properties that are a part of the Project. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders.

Section 5.3 Quiet Enjoyment

As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the direct sunlight over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities.

Section 5.4 Exclusivity

Lessee shall have the exclusive right to use the Premises for commercial solar energy purposes. For purposes of this Lease, "commercial solar energy purposes" means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 5.5 Operation of the Solar Facilities

Lessor acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property, and will cause or emit electromagnetic and frequency interference. Lessor covenants and agrees that the Lessor shall not assert that the Solar Facilities constitute a nuisance.

Section 5.6 Maintenance of the Premises

Lessor will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Lessor will maintain all other roads or trails on the Premises.

Section 5.7 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

ARTICLE VI. Assignment; Encumbrance of Lease

Section 6.1 Right to Encumber

(a) **Lessee Right to Mortgage Leasehold Interest.** Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity ("Lender"). No Lender shall have any obligations under this Lease until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) **Notice.** Lessee shall notify Lessor of the identity and notice address for any Lender. Lessor and Lessee agree that, once all or any part of Lessee's interests in the Lease are mortgaged or assigned to a Lender, they will not modify or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Lessee Default.** Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Lease, and any such payment, act or thing performed by Lender shall be effective to prevent an Event of Default by Lessee and any forfeiture of any of Lessee's rights under this Lease as if done by Lessee itself.

(d) **Notice from Lessor to Lender in Case of Lessee Default.** During the time all or any part of Lessee's interests in this Lease are mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from receipt of such notice to cure

the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(e) **Recognition of Lender as Successor.** The acquisition of all or any part of Lessee's interests in the Lease by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute an Event of Default or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) **New Lease.** If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor may agree, upon request by any Lender within sixty (60) days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Lease, (ii) shall be for a term equal to the remainder of the Term before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Lease (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender, shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Lease but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 6.2 Assignment of Lessee's Interest

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessor's consent, to do any of the following with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the Solar Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the Term of this Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be

relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section 6.3 Continuing Nature of Obligations

(a) **Benefits are "In Gross"**. The easements and related rights granted by Lessor in this Lease to Lessee are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Lessee, and its successors and assigns, as owner of the rights created by the easements granted herein. Such easements and other rights granted Lessee by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights and, as between the Premises and other tracts of property on which Lessee may locate Solar Facilities, no tract is considered dominant or servient as to the other.

(b) **Burdens Run With and Against the Land**. The burdens of the easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees.

ARTICLE VII. Condemnation

Section 7.1 Effect of Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Premises, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 7.2 Condemnation Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 7.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 7.2.

ARTICLE VIII. Default/Termination

Section 8.1 Events of Default

Each of the following shall constitute a “**Event of Default**” that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity, subject to the terms and conditions of Article VI.

- (i) any failure by Lessee to pay any undisputed amounts due under Article III if the failure to pay continues for thirty (30) days after written notice from Lessor;
- (ii) any other breach of this Lease by either party which continues for thirty (30) days after written notice of default from the nondefaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time, but not more than ninety (90) days.

Section 8.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Solar Facilities from the Premises at Lessee’s expense within twelve (12) months after the date the Lease expires or is terminated as required pursuant to Section 4.3 of this Lease. Lessee shall pay Annual Rent to Lessor for the period until the Solar Facilities are removed from the Premises, which obligation shall survive the expiration or earlier termination hereof.


Section 8.3 Damages

Lessor acknowledges and agrees that should Lessor breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Lessor agrees that Lessee shall have the right to seek specific enforcement of this Lease. In that event, Lessor agrees that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee.

ARTICLE IX. Miscellaneous

Section 9.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier’s delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Lessor: James M. Steinwachs


To Lessee: Geronimo Solar Energy, LLC
c/o Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435
952.988.9000
Attention: Laura Vaughan

With a copy to: Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-1425
Attention: Daniel Yarano

Section 9.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party. Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement

It is mutually understood and agreed that this Lease constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) This Lease is made in Kentucky and shall be governed by the laws of the State of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, they agree that such dispute shall be resolved in a federal court located in Kentucky.

(b) Notwithstanding anything to the contrary in this Lease, neither party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Lease.

(c) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

Section 9.5 Cooperation

Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Lessor shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Lessor agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Lessor hereunder, Lessee shall offset the amount of such overpayments to Lessor against future payments due to Lessor from Lessee hereunder.

Section 9.7 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is

prevented by a Force Majeure, which shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided. Unanticipated Project costs do not constitute a Force Majeure event.

Section 9.8 Confidentiality

The parties acknowledge that prior to the execution of this Lease, neither party may require the other party to maintain the confidentiality of any negotiations or the terms of the Agreement. After the Effective Date, however, both parties shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Agreement. Neither party will use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of the other party. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Lessor's option, Lessor and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts

This Lease may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 9.12 Memorandum of Lease

Lessor and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee. Lessor hereby consents to the

recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 9.13 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

Section 9.14 Multiple Owners

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by not less than thirty (30) days' prior written notice to Lessee signed by all parties comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor under this Lease and to provide all notices to Lessor under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

The remainder of this page is intentionally blank.

LESSEE SIGNATURE PAGE

LESSEE

Geronimo Solar Energy, LLC

By [Signature]
Jeff Ringblom, Chief Financial Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 27 day of August, 2019, by Jeff Ringblom, the Chief Financial Officer of Geronimo Solar Energy, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

[Signature]
Notary Public



LESSOR SIGNATURE PAGE

James M. Steinwachs
James M. Steinwachs

Angela R. Steinwachs
Angela R. Steinwachs

STATE OF KENTUCKY)
COUNTY OF Walter) ss.

The foregoing instrument was acknowledged before me this 8 day of Aug 2019 (year), by James M. Steinwachs Angela Steinwachs
(Insert name of spouse, if any, and marital status)

Casie Marsh Corbett
(Signature of person taking acknowledgment)

(Title or Rank): ky state @ large

(Serial number) _____



EXHIBIT A

DESCRIPTION OF PROPERTY

Tax Parcel No.: 72-11

A certain tract of land located approximately two (2) miles South of Robards, Kentucky, in Webster County, Kentucky, and having a beginning point in the center of the Knoblick Road at a corner to W. C. Tapp; thence with the center of the Knoblick Road, S 27° 31' W. 158.94 feet, S 12° 15' 22" W. 710.57 feet, S 2° 17' 07" E. 754.40 feet and S 4° 15' 20" W. 284.34 feet to a corner to tract No. 1 of the Georgia Ziemann Estate Farm; thence with Tract No. 1, N 8° 58' W. 2616.87 feet to the East line of the C. B. Wise Estate Farm; thence with Wise Farm, N 5° 57' 30" E. 1016.36 feet to the South line of Clifton Francis Farm; thence with Francis Farm, S 86° 21' 08" E. 987.83 feet to a corner to Francis; thence with Francis and Tapp, N 5° 12' 13" E. 1035.01 feet to a corner to Tapp; thence with Tapp, S 83° 06' 21" E. 1657.28 feet to the point of beginning and containing 93.33 acres. You are further referred to a plat of record in Deed Book 162, page 617, of the Webster County Court Clerk's Office, and Deed Book 273, page 694, of the Henderson County Clerk's Office.

LESS: A certain tract of land located approximately two miles south of Robards, Kentucky, in Webster and Henderson County, Kentucky and being more specifically described as follows:

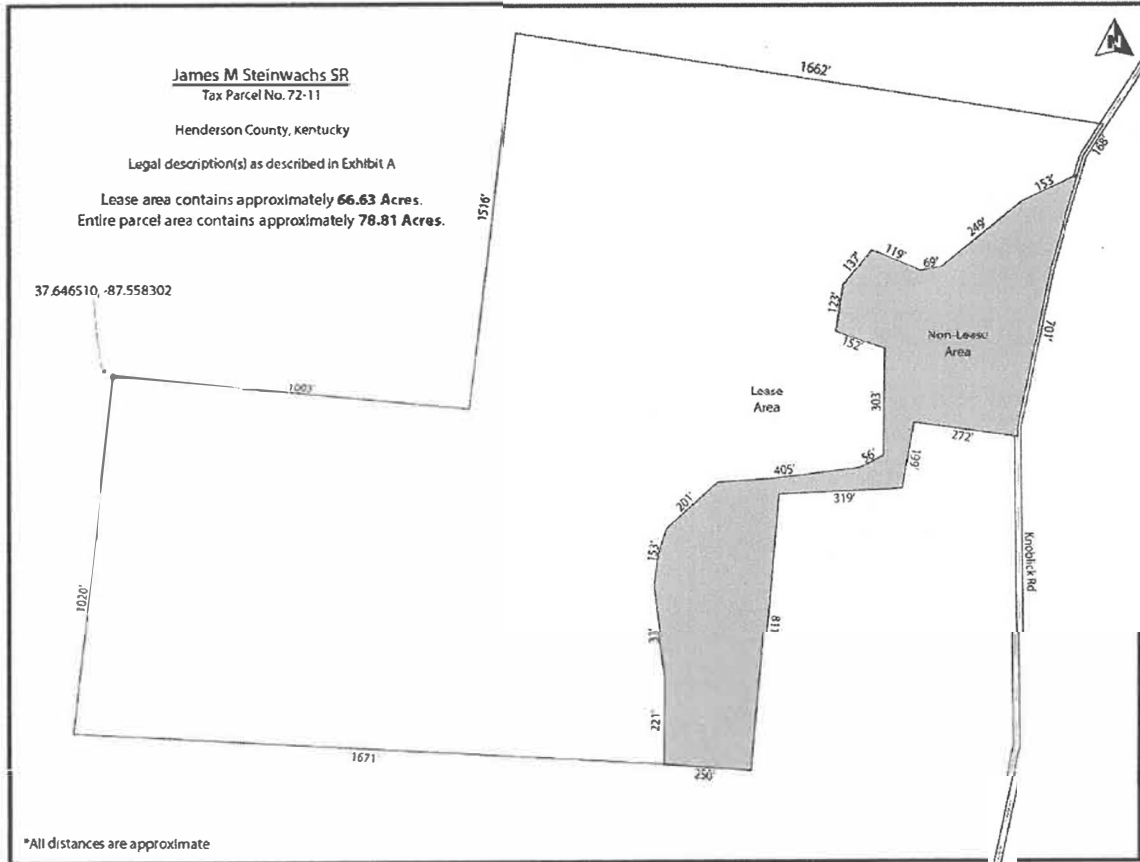
Beginning at a spike in the center of Knoblick Road approximately 730.3 feet south of the Henderson-Webster County line and corner to James Munnley; thence with Munnley N 87° 38' 00" W. 698.96 feet to an iron pin corner to James A. Ziemann; thence with Ziemann N 2° 14' 17" E. 823.76 feet to an iron pin; N 89° 00' 03" E. 344.27 feet to an iron pin; N 8° 28' 14" E. 195.05 feet to an iron pin and S 82° 33' 54" E. 282.56 feet to a spike in the center of Knoblick Road; thence with Knoblick Road as follows: S 0° 22' 01" E. 84.44 feet; S 2° 53' 27" E. 618.48 feet; S 1° 38' 39" E. 109.45 feet; S 3° 24' 49" W. 94.90 feet and S 7° 55' 57" W. 114.11 feet to the point of beginning; containing 14.520 acres and being subject to all legal easements and rights of ways.

Being the same property conveyed to James A. Ziemann and James W. Ziemann by deed dated June 10, 1974, from James A. Ziemann and his wife, Martina Ziemann, James W. Ziemann and his wife, Vonda Lee Ziemann, and Jana Mae Munnley, and her husband, James E. Munnley, and recorded in Deed Book 273, page 692 in the Henderson County Court Clerk's Office, and in Deed Book ~~162~~, page ~~613~~, in the Webster County Court Clerk's Office. The said James A. Ziemann has subsequently divorced his wife, Martina Ziemann, and James W. Ziemann has subsequently divorced his wife, Vonda Lee Ziemann, and is presently married to Sarah E. Ziemann.

The parcel contains 78.81 acres.

EXHIBIT A-1

SITE PLAN



LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“**Lease**”) is made on August 30th, 2019 (the “**Effective Date**”) by and between James M. Steinwachs aka James M. Steinwachs, Sr., and his wife, Angela R. Steinwachs
(Insert name of spouse, if any, and marital status) (“**Lessor**”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns (“**Lessee**”).

RECITALS

- A. Lessor owns that certain real property located in Henderson County, Kentucky and legally described on the attached Exhibit A (the “**Property**”).
- B. Lessee is desirous of developing a solar energy project on the Premises (the “**Project**”), and Lessor desires to lease a portion of the Property (as more fully described herein, the “**Premises**”) to Lessee for that purpose.
- C. Lessor is willing to lease and grant certain easement rights in the Premises to Lessee, and Lessee is willing to lease and obtain certain easement rights in the Premises from Lessor, all as more fully described below.

KEY TERMS

Development Period	5 years
Construction Period	2 years
Extended Term	25 years
Renewal Terms (3, each)	10 years

AGREEMENT

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree that the above recitals are true and correct in all material respects and are incorporated herein by reference, and further agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Lessor leases to Lessee, and Lessee leases from Lessor, the Premises, as identified on the site plan attached hereto as Exhibit A-1 (the “**Site Plan**”), for the purpose of development and use of a solar facility, including but not limited to monitoring, testing and evaluating the Premises for solar energy generation; activities related to the production of solar energy including constructing, installing, using, maintaining, operating, replacing, relocating and removing solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with

solar panel installations, including roads, and solar energy measurement equipment, fencing, and related facilities and equipment (hereinafter “**Solar Facilities**”). Such Solar Facilities shall be installed in compliance with Article VI. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for solar energy purposes. For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

(b) Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Solar Facilities. Lessee shall consult with Lessor on Lessee’s site development plan prior to construction on the Premises, showing Lessor the proposed locations of Solar Facilities before making its final decisions as to locations of Solar Facilities on the Premises; provided, however, that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the term of this Lease.

(c) Lessor hereby grants to Lessee, for the Term (as defined below), easements over, under, upon and across and on the Property (1) for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the “**Access Easement**”). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Property, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(d) Lessor shall retain the right to use the portion of the Property not included within the Premises.

(e) Notwithstanding any provision to the contrary, Lessee reserves the right to reduce the size of the Premises, at any time during the Term, to that amount of acreage needed for the installation of the Solar Facilities, as described herein, to be selected and further identified with an amended description and site plan, at a future date, all at Lessee’s sole discretion. Upon Lessee’s exercise of its right to reduce the size of the Premises, all reference to Premises in this Lease shall refer to the Premises as modified by the amended Site Plan, if any.

Section 1.2 Solar Easement

(a) **Solar Easement.** Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across the Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the “**Solar Easement**”) throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel is or may be located at any time from time to time (each such point referred to as a “**Site**”) and for a distance from each Site to the boundaries of the Property, together vertically through all space located above the surface of the Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along

the surface from each point along the exterior boundary of the Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) **Lessor Improvements.** Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the “**Existing Homestead**”), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an “**Improvement**”) located on the Property outside of the Existing Homestead. Lessor may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee’s sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Lessor has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Lessor may replace any structure or improvement located in the Property as of the Effective Date (the “**Original Structure or Improvement**”) with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the “**New Structure or Improvement**”), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Lessor would like a variance of the preceding requirements, Lessor may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee’s sole discretion.

ARTICLE II. Lease Term

Section 2.1 Term

Development Period; Construction Period; Extended Term; Renewal Terms

(a) Lessee’s rights under this Lease continue throughout the term of this Lease (the “**Term**”). Initially, the Term shall be for the Development Period. The “**Development Period**” commences on the Effective Date and expires on the fifth (5th) anniversary of the Effective Date.

(b) The Lease shall automatically be extended for the Construction Period, as defined below, upon the earlier of (i) the date when construction of Solar Facilities commences in connection with the Project (“**Construction Date**”); or (ii) the date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease for the Construction Period (“**Construction Period Notice Date**”), provided that the Construction Period commences prior to the expiration of the Development Period. The Construction Period of the Lease (“**Construction Period**”) is two (2) years from the earlier of either of the Construction Date or the Construction Period Notice Date unless sooner terminated in accordance with the terms of the Lease. Lessee may record a notice of the Construction Date or the Construction Period Notice Date against the Premises to give notice of such date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(c) The Term shall automatically be extended for the Extended Term (as defined below) upon the date when the Project begins commercial operation, which shall be defined as the date of the first commercial deliveries of electrical energy to the local utility grid (“**Commercial Operation Date**”) ; or (ii) the date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease for the Extended Term (“**Extended Term Notice Date**”),

provided that the commencement of the Extended Term occurs prior to the expiration of the Construction Period. The Extended Term of this Lease (“**Extended Term**”) is twenty five (25) years from the Commercial Operation Date or the Extended Term Notice Date, unless terminated earlier in accordance with the terms of this Lease. Lessee may record a notice of the Commercial Operation Date or the Extended Term Notice Date against Lessor’s Property to give notice of the Construction Date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.



Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Lease:

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of both parties to terminate this Lease; or
- (c) An uncured material breach of this Lease by either party and the election of the non-defaulting party to terminate the Lease pursuant to Article VIII; or
- (d) At the option of Lessee, thirty (30) days after Lessee’s execution and delivery of written notice of termination to Lessor (as to the entire Property, or any part thereof at Lessee’s option), in Lessee’s sole and absolute discretion; or
- (e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VII; or
- (f) Pursuant to applicable law.

Section 2.3 Part of a Larger Project

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2,

and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project.

ARTICLE III. Payments and Taxes

Section 3.1 Development Period Rent



Section 3.2 Annual Rent During Construction Period, Extended Term and Renewal Term



Section 3.3 Taxes, Assessments and Utilities





Section 3.4 Severance of Lease Payments

Lessor acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to assign payments due to Lessor under the Lease to a third party without the consent of Lessee. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction





ARTICLE IV. Lessee's Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Mechanic's Liens

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien if Lessee provides Lessor with a bond or other reasonable security to protect Lessor's interest in the Premises against any such lien, in which case Lessee shall not be required to remove the lien during the period of the contested proceeding, but will be required to remove the lien prior to Lessor's interest in the Premises being forfeited. Lessee agrees to provide for ultimate removal before it affects Lessor's rights on the Premises.

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority applicable with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "**Legal Requirements**"). Failure to comply with any such Legal Requirements shall be a default as set forth in Section 8.1. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises, Solar Facilities, or any Other Approved Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Lessor unless Lessor has specifically agreed to join the action. If Lessor agrees to join the action, Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Lessee has approved such expense in advance.

Section 4.3 Lessee's Improvements





Section 4.4 Insurance



Section 4.5 Hold Harmless.

Each party (the “**Indemnifying Party**”) agrees to defend, indemnify and hold harmless the other party and the other party’s officers, directors, employees, representatives, mortgagees and agents (collectively the “**Indemnified Party**”) against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys’ fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Property (including, as to Lessor, any operations or activities conducted on the Property by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Lease.

Section 4.6 Essential Services.

Except for any competing developers of solar energy projects, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities.

ARTICLE V. Lessor Covenants

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Lease, Lessor is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (a) those currently of record in the county where the Property are located, or (b) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Lease, Lessor shall, at Lessor’s expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Property except those disclosed by Lessor to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When

signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Lessor's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities at no cost or expense to Lessor. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Property are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Solar Facilities to be installed or constructed on the Property or on adjacent properties that are a part of the Project. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders.

Section 5.3 Quiet Enjoyment

As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the direct sunlight over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities.

Section 5.4 Exclusivity

Lessee shall have the exclusive right to use the Premises for commercial solar energy purposes. For purposes of this Lease, "commercial solar energy purposes" means converting solar

energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 5.5 Operation of the Solar Facilities

Lessor acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property, and will cause or emit electromagnetic and frequency interference. Lessor covenants and agrees that the Lessor shall not assert that the Solar Facilities constitute a nuisance.

Section 5.6 Maintenance of the Premises

Lessor will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Lessor will maintain all other roads or trails on the Premises.

Section 5.7 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

ARTICLE VI. Assignment; Encumbrance of Lease

Section 6.1 Right to Encumber

(a) **Lessee Right to Mortgage Leasehold Interest.** Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity ("**Lender**"). No Lender shall have any obligations under this Lease until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) **Notice.** Lessee shall notify Lessor of the identity and notice address for any Lender. Lessor and Lessee agree that, once all or any part of Lessee's interests in the Lease are mortgaged

or assigned to a Lender, they will not modify or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Lessee Default.** Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Lease, and any such payment, act or thing performed by Lender shall be effective to prevent an Event of Default by Lessee and any forfeiture of any of Lessee's rights under this Lease as if done by Lessee itself.

(d) **Notice from Lessor to Lender in Case of Lessee Default.** During the time all or any part of Lessee's interests in this Lease are mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from receipt of such notice to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(e) **Recognition of Lender as Successor.** The acquisition of all or any part of Lessee's interests in the Lease by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute an Event of Default or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) **New Lease.** If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor may agree, upon request by any Lender within sixty (60) days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Lease, (ii) shall be for a term equal to the remainder of the Term before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Lease (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender, shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Lease but for the rejection or termination from the date of the rejection

or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 6.2 Assignment of Lessee's Interest

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessor's consent, to do any of the following with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the Solar Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the Term of this Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section 6.3 Continuing Nature of Obligations

(a) **Benefits are "In Gross".** The easements and related rights granted by Lessor in this Lease to Lessee are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Lessee, and its successors and assigns, as owner of the rights created by the easements granted herein. Such easements and other rights granted Lessee by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights and, as between the Premises and other tracts of property on which Lessee may locate Solar Facilities, no tract is considered dominant or servient as to the other.

(b) **Burdens Run With and Against the Land.** The burdens of the easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and

related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees.

ARTICLE VII. Condemnation

Section 7.1 Effect of Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Premises, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 7.2 Condemnation Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 7.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 7.2.

ARTICLE VIII. Default/Termination

Section 8.1 Events of Default

Each of the following shall constitute a "**Event of Default**" that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity, subject to the terms and conditions of Article VI.

- (i) any failure by Lessee to pay any undisputed amounts due under Article III if the failure to pay continues for thirty (30) days after written notice from Lessor;
- (ii) any other breach of this Lease by either party which continues for thirty (30) days after written notice of default from the nondefaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as

the defaulting party is making diligent efforts to cure during that time, but not more than ninety (90) days.

Section 8.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Solar Facilities from the Premises at Lessee's expense within twelve (12) months after the date the Lease expires or is terminated as required pursuant to Section 4.3 of this Lease. Lessee shall pay Annual Rent to Lessor for the period until the Solar Facilities are removed from the Premises, which obligation shall survive the expiration or earlier termination hereof.

Section 8.3 Damages


Lessor acknowledges and agrees that should Lessor breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Lessor agrees that Lessee shall have the right to seek specific enforcement of this Lease. In that event, Lessor agrees that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee.

ARTICLE IX. Miscellaneous

Section 9.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual

delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Lessor: James M. Steinwachs, Sr.


To Lessee: Geronimo Solar Energy, LLC
c/o Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435
952.988.9000
Attention: Laura Vaughan

With a copy to: Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-1425
Attention: Daniel Yarano

Section 9.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party. Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement

It is mutually understood and agreed that this Lease constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) This Lease is made in Kentucky and shall be governed by the laws of the State of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection

with this Lease, they agree that such dispute shall be resolved in a federal court located in Kentucky.

(b) Notwithstanding anything to the contrary in this Lease, neither party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Lease.

(c) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

Section 9.5 Cooperation

Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Lessor shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Lessor agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Lessor hereunder, Lessee

shall offset the amount of such overpayments to Lessor against future payments due to Lessor from Lessee hereunder.

Section 9.7 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided. Unanticipated Project costs do not constitute a Force Majeure event.

Section 9.8 Confidentiality

The parties acknowledge that prior to the execution of this Lease, neither party may require the other party to maintain the confidentiality of any negotiations or the terms of the Agreement. After the Effective Date, however, both parties shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Agreement. Neither party will use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of the other party. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Lessor's option, Lessor and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such

provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts

This Lease may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 9.12 Memorandum of Lease

Lessor and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 9.13 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

Section 9.14 Multiple Owners

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by not less than thirty (30) days' prior written notice to Lessee signed by all parties comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor under this Lease and to provide all notices to Lessor under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect

any of the rights or remedies of Lessee under this Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

The remainder of this page is intentionally blank.

LESSEE SIGNATURE PAGE

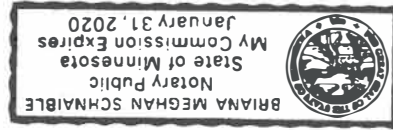
LESSEE

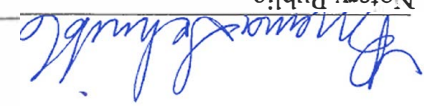
Geronomo Solar Energy, LLC

By: 
Jeff Ringblom, Chief Financial Officer

STATE OF MINNESOTA)
) ss.)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 30th day of August, 2019, by Jeff Ringblom, the Chief Financial Officer of Geronomo Solar Energy, LLC, a Minneapolis limited liability company, on behalf of the limited liability company.




Notary Public

LESSOR SIGNATURE PAGE

James M. Steinwachs Sr
James M. Steinwachs, Sr.

Angela R. Steinwachs
Angela R. Steinwachs

STATE OF KENTUCKY)
COUNTY OF Webster) ss.

The foregoing instrument was acknowledged before me this 20 day of 2019 (year), by James M. Steinwachs aka James M. Steinwachs, Sr. & Angela R. Steinwachs,
husband and wife
(Insert name of spouse, if any, and marital status)

Katherine T. Ferguson

(Signature of person taking acknowledgment)

(Title or Rank): Notary Public

(Serial number, if any): 613806



EXHIBIT A

DESCRIPTION OF PROPERTY

Tax Parcel No.: 71-44

Being a portion of the same property conveyed from Billy Joe Steinwachs, and wife, Elizabeth K. Steinwachs to James M. Steinwachs by Deed dated February 23, 1979 and recorded on March 19, 1979 at Deed Book 331/Page Number 423 in the office of the Recorder of Deeds for Henderson County, Kentucky.

AND

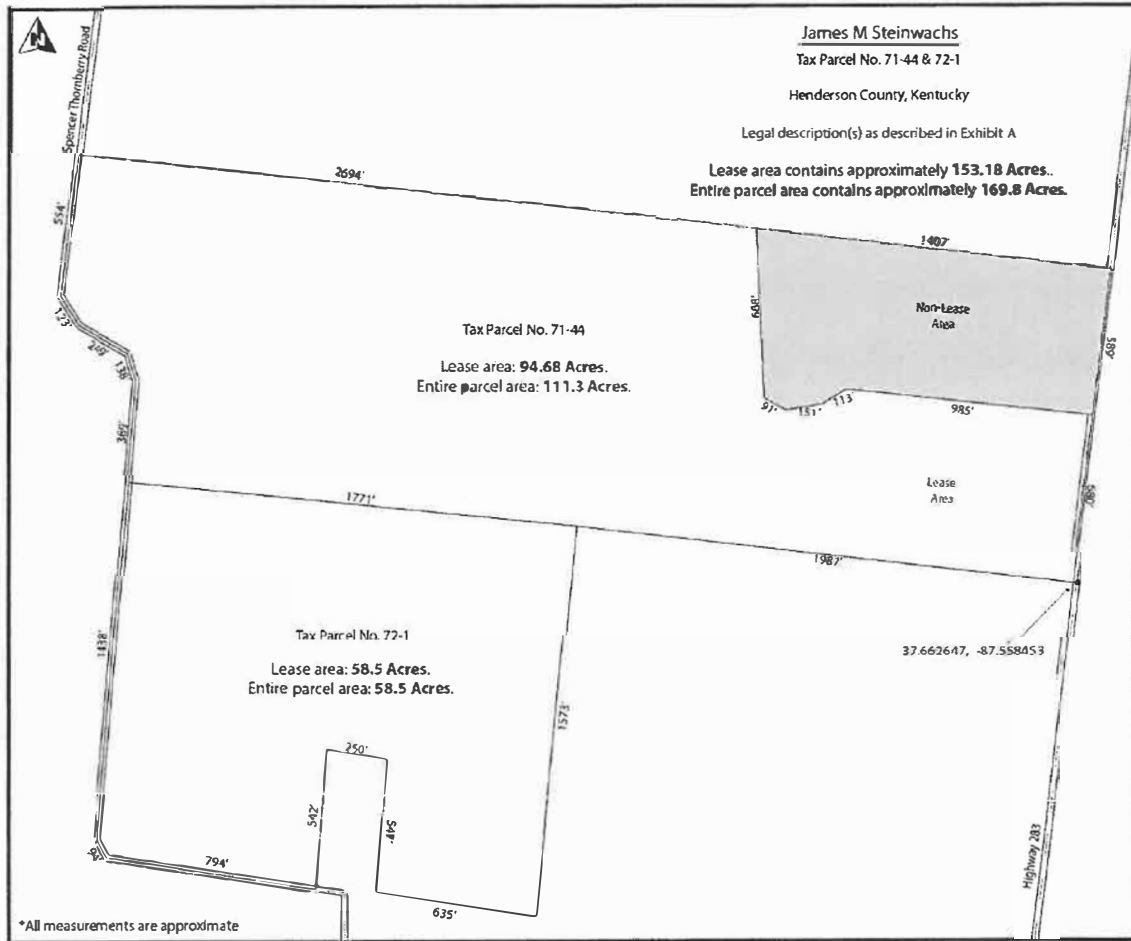
Tax Parcel No.: 72-1

Being a portion of the same property conveyed from Willis B. Blue, Jr. and wife, Marlene W. Blue, to James M. Steinwachs by Deed dated December 18, 1997 and recorded on January 7, 1998 at Deed Book 473/Page Number 506 in the office of the Recorder of Deeds for Henderson County, Kentucky.

The parcels contain 169.8 acres.

EXHIBIT A-1

SITE PLAN



LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“**Lease**”) is made on August 27, 2019 (the “**Effective Date**”) by and between Betty P. Knight, a single person (“**Lessor**”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns (“**Lessee**”).

RECITALS

A. Lessor owns that certain real property located in Henderson County, Kentucky and legally described on the attached Exhibit A (the “**Property**”).

B. Lessee is desirous of developing a solar energy project on the Premises (the “**Project**”), and Lessor desires to lease a portion of the Property (as more fully described herein, the “**Premises**”) to Lessee for that purpose.

C. Lessor is willing to lease and grant certain easement rights in the Premises to Lessee, and Lessee is willing to lease and obtain certain easement rights in the Premises from Lessor, all as more fully described below

KEY TERMS

Development Period	5 years
Construction Period	2 years
Extended Term	25 years
Renewal Terms (3, each)	10 years

AGREEMENT

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree that the above recitals are true and correct in all material respects and are incorporated herein by reference, and further agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Lessor leases to Lessee, and Lessee leases from Lessor, the Premises, as identified on the site plan attached hereto as Exhibit A-1 (the “**Site Plan**”), for the purpose of development and use of a solar facility, including but not limited to monitoring, testing and evaluating the Premises for solar energy generation; activities related to the production of solar energy including constructing, installing, using, maintaining, operating, replacing, relocating and removing solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with solar panel installations, including roads, and solar energy measurement equipment, fencing, and

related facilities and equipment (hereinafter “**Solar Facilities**”). Such Solar Facilities shall be installed in compliance with Article VI. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for solar energy purposes. For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

(b) Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Solar Facilities. Lessee shall consult with Lessor on Lessee’s site development plan prior to construction on the Premises, showing Lessor the proposed locations of Solar Facilities before making its final decisions as to locations of Solar Facilities on the Premises; provided, however, that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the term of this Lease.

(c) Lessor hereby grants to Lessee, for the Term (as defined below), easements over, under, upon and across and on the Property (1) for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the “**Access Easement**”). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Property, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(d) Lessor shall retain the right to use the portion of the Property not included within the Premises.

(e) Notwithstanding any provision to the contrary, Lessee reserves the right to reduce the size of the Premises, at any time during the Term, to that amount of acreage needed for the installation of the Solar Facilities, as described herein, to be selected and further identified with an amended description and site plan, at a future date, all at Lessee’s sole discretion. Upon Lessee’s exercise of its right to reduce the size of the Premises, all reference to Premises in this Lease shall refer to the Premises as modified by the amended Site Plan, if any

Section 1.2 Solar Easement

(a) **Solar Easement.** Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across the Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the “**Solar Easement**”) throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel is or may be located at any time from time to time (each such point referred to as a “**Site**”) and for a distance from each Site to the boundaries of the Property, together vertically through all space located above the surface of the Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along

the surface from each point along the exterior boundary of the Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) **Lessor Improvements.** Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the “**Existing Homestead**”), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an “**Improvement**”) located on the Property outside of the Existing Homestead. Lessor may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee’s sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Lessor has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Lessor may replace any structure or improvement located in the Property as of the Effective Date (the “**Original Structure or Improvement**”) with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the “**New Structure or Improvement**”), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Lessor would like a variance of the preceding requirements, Lessor may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee’s sole discretion.

ARTICLE II. Lease Term

Section 2.1 Term

Development Period; Construction Period; Extended Term; Renewal Terms

(a) Lessee’s rights under this Lease continue throughout the term of this Lease (the “**Term**”). Initially, the Term shall be for the Development Period. The “**Development Period**” commences on the Effective Date and expires on the fifth (5th) anniversary of the Effective Date.

(b) The Lease shall automatically be extended for the Construction Period, as defined below, upon the earlier of (i) the date when construction of Solar Facilities commences in connection with the Project (“**Construction Date**”); or (ii) the date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease for the Construction Period (“**Construction Period Notice Date**”), provided that the Construction Period commences prior to the expiration of the Development Period. The Construction Period of the Lease (“**Construction Period**”) is two (2) years from the earlier of either of the Construction Date or the Construction Period Notice Date unless sooner terminated in accordance with the terms of the Lease. Lessee may record a notice of the Construction Date or the Construction Period Notice Date against the Premises to give notice of such date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(c) The Term shall automatically be extended for the Extended Term (as defined below) upon the date when the Project begins commercial operation, which shall be defined as the date of the first commercial deliveries of electrical energy to the local utility grid (“**Commercial Operation Date**”); or (ii) the date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease for the Extended Term (“**Extended Term Notice Date**”),

provided that the commencement of the Extended Term occurs prior to the expiration of the Construction Period. The Extended Term of this Lease (“**Extended Term**”) is twenty five (25) years from the Commercial Operation Date or the Extended Term Notice Date, unless terminated earlier in accordance with the terms of this Lease. Lessee may record a notice of the Commercial Operation Date or the Extended Term Notice Date against Lessor’s Property to give notice of the Construction Date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.



Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Lease:

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of both parties to terminate this Lease; or
- (c) An uncured material breach of this Lease by either party and the election of the non-defaulting party to terminate the Lease pursuant to Article VIII; or
- (d) At the option of Lessee, thirty (30) days after Lessee’s execution and delivery of written notice of termination to Lessor (as to the entire Property, or any part thereof at Lessee’s option), in Lessee’s sole and absolute discretion; or
- (e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VII; or
- (f) Pursuant to applicable law.

Section 2.3 Part of a Larger Project

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2,

and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project.

ARTICLE III. Payments and Taxes

Section 3.1 Development Period Rent



Section 3.2 Annual Rent During Construction Period, Extended Term and Renewal Term



Section 3.3 Taxes, Assessments and Utilities





Section 3.4 Severance of Lease Payments

Lessor acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to assign payments due to Lessor under the Lease to a third party without the consent of Lessee. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction





ARTICLE IV. Lessee's Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Mechanic's Liens

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien if Lessee provides Lessor with a bond or other reasonable security to protect Lessor's interest in the Premises against any such lien, in which case Lessee shall not be required to remove the lien during the period of the contested proceeding, but will be required to remove the lien prior to Lessor's interest in the Premises being forfeited. Lessee agrees to provide for ultimate removal before it affects Lessor's rights on the Premises.

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority applicable with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "**Legal Requirements**"). Failure to comply with any such Legal Requirements shall be a default as set forth in Section 8.1. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises, Solar Facilities, or any Other Approved Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Lessor unless Lessor has specifically agreed to join the action. If Lessor agrees to join the action, Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Lessee has approved such expense in advance.

Section 4.3 Lessee's Improvements





Section 4.4 Insurance



Section 4.7 Hold Harmless.

Each party (the “**Indemnifying Party**”) agrees to defend, indemnify and hold harmless the other party and the other party’s officers, directors, employees, representatives, mortgagees and agents (collectively the “**Indemnified Party**”) against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys’ fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Property (including, as to Lessor, any operations or activities conducted on the Property by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Lease.

Section 4.8 Essential Services.

Except for any competing developers of solar energy projects, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities.

ARTICLE V. Lessor Covenants

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Lease, Lessor is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (a) those currently of record in the county where the Property are located, or (b) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Lease, Lessor shall, at Lessor’s expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Property except those disclosed by Lessor to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to

Lessor's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities at no cost or expense to Lessor. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Property are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Solar Facilities to be installed or constructed on the Property or on adjacent properties that are a part of the Project. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders.

Section 5.3 Quiet Enjoyment

As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the direct sunlight over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities.

Section 5.4 Exclusivity

Lessee shall have the exclusive right to use the Premises for commercial solar energy purposes. For purposes of this Lease, "commercial solar energy purposes" means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 5.5 Operation of the Solar Facilities

Lessor acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property, and will cause or emit electromagnetic and frequency interference. Lessor covenants and agrees that the Lessor shall not assert that the Solar Facilities constitute a nuisance.

Section 5.6 Maintenance of the Premises

Lessor will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Lessor will maintain all other roads or trails on the Premises.

Section 5.7 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

ARTICLE VI. Assignment; Encumbrance of Lease

Section 6.1 Right to Encumber

(a) **Lessee Right to Mortgage Leasehold Interest.** Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity ("**Lender**"). No Lender shall have any obligations under this Lease until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) **Notice.** Lessee shall notify Lessor of the identity and notice address for any Lender. Lessor and Lessee agree that, once all or any part of Lessee's interests in the Lease are mortgaged or assigned to a Lender, they will not modify or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Lessee Default.** Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Lease, and any such payment, act or thing performed by Lender shall be effective to prevent an Event of Default by Lessee and any forfeiture of any of Lessee's rights under this Lease as if done by Lessee itself.

(d) **Notice from Lessor to Lender in Case of Lessee Default.** During the time all or any part of Lessee's interests in this Lease are mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from receipt of such notice to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise

of due diligence, to foreclose or acquire Lessee's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(e) **Recognition of Lender as Successor.** The acquisition of all or any part of Lessee's interests in the Lease by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute an Event of Default or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) **New Lease.** If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor may agree, upon request by any Lender within sixty (60) days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Lease, (ii) shall be for a term equal to the remainder of the Term before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Lease (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender, shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Lease but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 6.2 Assignment of Lessee's Interest

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessor's consent, to do any of the following with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the Solar Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the Term of this Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such

assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section 6.3 Continuing Nature of Obligations

(a) **Benefits are “In Gross”.** The easements and related rights granted by Lessor in this Lease to Lessee are easements “in gross”, which means, among other things, that they are interests personal to and for the benefit of Lessee, and its successors and assigns, as owner of the rights created by the easements granted herein. Such easements and other rights granted Lessee by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights and, as between the Premises and other tracts of property on which Lessee may locate Solar Facilities, no tract is considered dominant or servient as to the other.

(b) **Burdens Run With and Against the Land.** The burdens of the easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees.

ARTICLE VII. Condemnation

Section 7.1 Effect of Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee’s construction, installation or operation of Solar Facilities on the Premises, at Lessee’s option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 7.2 Condemnation Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 7.1 shall affect Lessee’s right to receive any award to which Lessee is entitled under this Section 7.2.

ARTICLE VIII. Default/Termination

Section 8.1 Events of Default

Each of the following shall constitute a **“Event of Default”** that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity, subject to the terms and conditions of Article VI.

- (i) any failure by Lessee to pay any undisputed amounts due under Article III if the failure to pay continues for thirty (30) days after written notice from Lessor;
- (ii) any other breach of this Lease by either party which continues for thirty (30) days after written notice of default from the nondefaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time, but not more than ninety (90) days.

Section 8.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Solar Facilities from the Premises at Lessee’s expense within twelve (12) months after the date the Lease expires or is terminated as required pursuant to Section 4.3 of this Lease. Lessee shall pay Annual Rent to Lessor for the period until the Solar Facilities are removed from the Premises, which obligation shall survive the expiration or earlier termination hereof.

Section 8.3 Damages

Lessor acknowledges and agrees that should Lessor breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Lessor agrees that Lessee shall have the right to seek specific enforcement of this Lease. In that event, Lessor agrees that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee.

ARTICLE IX. Miscellaneous

Section 9.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier’s delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Lessor:

Betty P. Knight



P: _____

To Lessee Geronimo Solar Energy, LLC
 c/o Geronimo Energy, LLC
 7650 Edinborough Way, Suite 725
 Edina, MN 55435
 952.988.9000
 Attention: Laura Vaughan

With a copy to: Fredrikson & Byron, P.A.
 200 South Sixth Street, Suite 4000
 Minneapolis, Minnesota 55402-1425
 Attention: Daniel Yarano

Section 9.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party. Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement

It is mutually understood and agreed that this Lease constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) This Lease is made in Kentucky and shall be governed by the laws of the State of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, they agree that such dispute shall be resolved in a federal court located in Kentucky.

(b) Notwithstanding anything to the contrary in this Lease, neither party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in

contract, in tort, or otherwise, under or with respect to any action taken in connection with this Lease.

(c) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

Section 9.5 Cooperation

Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Lessor shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Lessor agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Lessor hereunder, Lessee shall offset the amount of such overpayments to Lessor against future payments due to Lessor from Lessee hereunder.

Section 9.7 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided. Unanticipated Project costs do not constitute a Force Majeure event.

Section 9.8 Confidentiality

The parties acknowledge that prior to the execution of this Lease, neither party may require the other party to maintain the confidentiality of any negotiations or the terms of the Agreement. After the Effective Date, however, both parties shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Agreement. Neither party will use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of the other party. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Lessor's option, Lessor and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive

Section 9.10 Severability

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts

This Lease may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 9.12 Memorandum of Lease

Lessor and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor

Section 9.13 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

Section 9.14 Multiple Owners

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by not less than thirty (30) days' prior written notice to Lessee signed by all parties comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor under this Lease and to provide all notices to Lessor under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

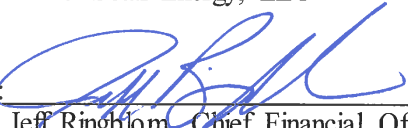
IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

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LESSEE SIGNATURE PAGE

LESSEE

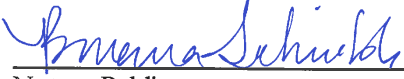
Geronimo Solar Energy, LLC

By: 
Jeff Ringblom, Chief Financial Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 27 day of August, 2019, by Jeff Ringblom, the Chief Financial Officer of Geronimo Solar Energy, LLC, a Minnesota limited liability company, on behalf of the limited liability company.




Notary Public

LESSOR SIGNATURE PAGE

Betty P. Knight
Betty P. Knight

STATE OF KENTUCKY)
) ss.
COUNTY OF Henderson)

The foregoing instrument was acknowledged before me this 22nd day of August, 2019, by Betty P Knight, a single person.

Patricia Gail Caton

(Signature of person taking acknowledgment)

(Title or Rank): Notary Public

(Serial number, if any): _____

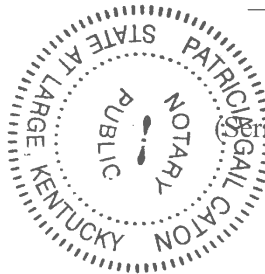


EXHIBIT A

DESCRIPTION OF PROPERTY

Tax Parcel No.: 72-22

The following tract of land situate in the County of Henderson, State of Kentucky, about one and one half miles south of Robards Station and is Lot No. 2 as shown in the division of the lands of Samuel W. Eakins and is bounded as follows: Beginning at two small black oaks in the line of the dower on the side of the public road, thence with the line of the dower west 117 poles to a stake corner to the said dower and in Felix Eakins line thence with his line S 86-1/2 poles to a black oak in Wm. Hunters line thence S 85-1/4 E 117-1/2 poles to a small black oak & post oak corner to Lot No. 3 on the east side of the public road leading to Henderson, Ky. thence North 88-1/2 poles to the beginning and containing Sixty four acres (64).

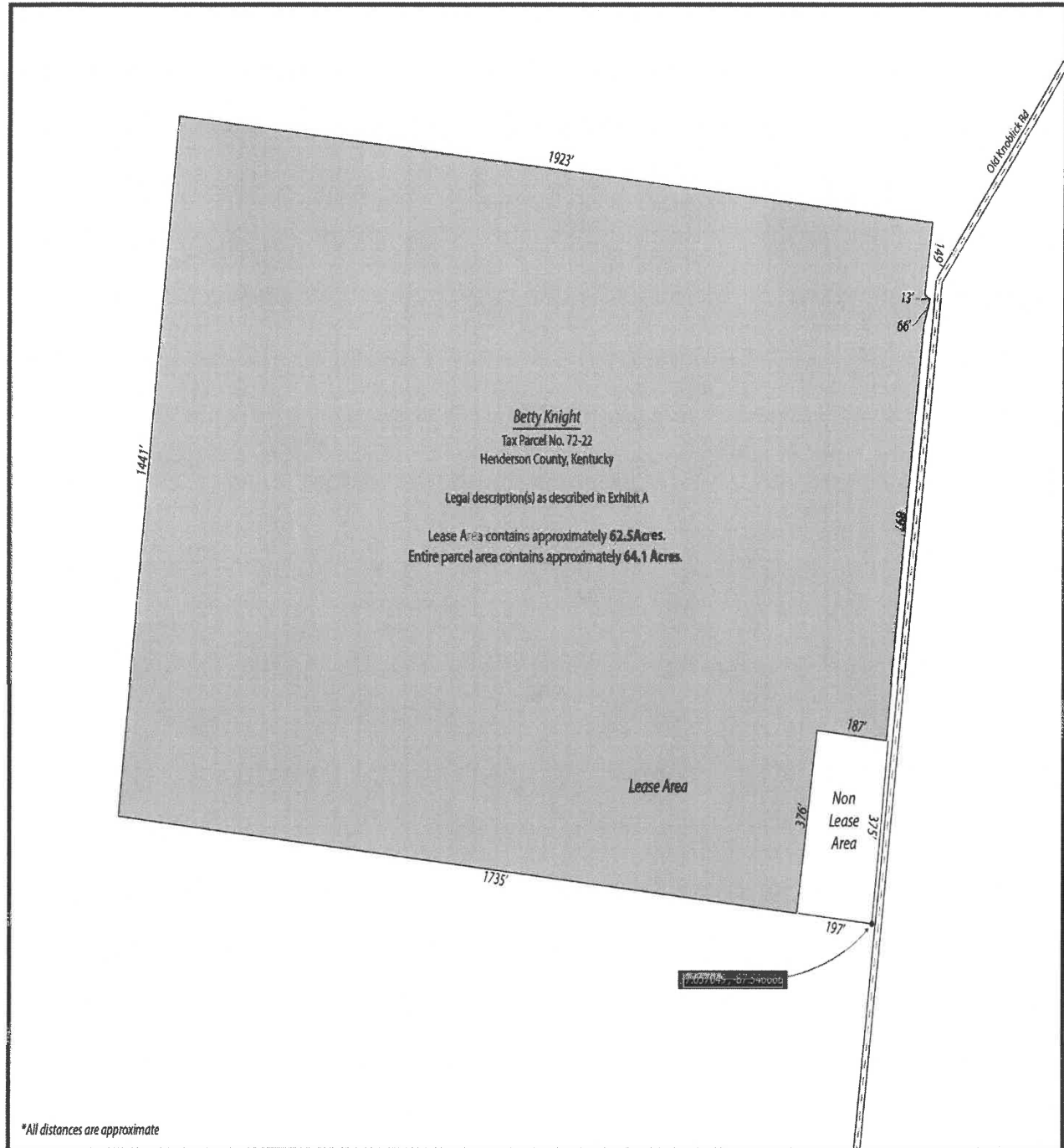
Being the same real property conveyed to Mary Denton by John L. Dorsey, Trustee, by deed dated May 21, 1885, of record in Deed Book 10 at page 263, Henderson County Court Clerk's Office. By her will, duly probated in 1933 and of record in Will Book G at page 252, said Clerk's Office, said Mary Denton devised said real property to Clara D. Royster, Charlotte Schroth, Guy Denton, Irvin Denton, Rex M. Denton, Max Denton, and Bert Hart Denton. Said Bert Hart Denton died intestate on April 5, 1952, leaving surviving him as his widow and only heirs at law, his widow, Mylene Denton, a son, Bert Denton, Jr., and a daughter, Patti Denton Steebe. See Affidavit of Descent of Bert Hart Denton of record in Deed Book 213 at page 469, said Clerk's Office. Said Patti Denton Steebe died intestate on November 7, 1955, leaving surviving her as her husband and only heir at law, her husband, James Edward Steebe, and her daughter, Patti Camelle Steebe (now Patti Camelle Steebe Ferguson). See Affidavit of Descent of Patti Denton Steebe of record in Deed Book 213 at page 609, said Clerk's Office.

Being the same property conveyed to Cordelia A. Pullum, by deed from Richard Allen Liebo and Chanda Glyn Liebo, husband and wife, dated March 27, 1997, of record in Deed Book 486, page 433, in the Henderson County Clerk's Office. Cordelia A. Pullum died testate a resident of Henderson County, Kentucky, on May 25, 2017. By order of the Henderson District Court her Will was admitted to probate on June 22, 2017, in Case No. 17-P-197, and filed of record in the aforesaid Clerk's Office in Will Book 47, page 464, with Betty P. Knight, the decedent's daughter, appointed Executrix of the Estate of Cordelia A. Pullum. Under Item 3 of the aforesaid Will, Betty P. Knight was devised the subject property.

The parcel contains 64.10 acres more or less.

EXHIBIT A-1

SITE PLAN



LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“Lease”) is made on October 14th, 2019 (the “Effective Date”) by and between James A. Clary II and Mary I. Clary, husband and wife (“Lessor”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns (“Lessee”).

RECITALS

A. Lessor owns that certain real property located in Henderson County, Kentucky and legally described on the attached Exhibit A (the “Property”).

B. Lessee is desirous of developing a solar energy project on the Premises (the “Project”), and Lessor desires to lease a portion of the Property (as more fully described herein, the “Premises”) to Lessee for that purpose.

C. Lessor is willing to lease and grant certain easement rights in the Premises to Lessee, and Lessee is willing to lease and obtain certain easement rights in the Premises from Lessor, all as more fully described below.

KEY TERMS

Development Period	5 years
Construction Period	2 years
Extended Term	25 years
Renewal Terms (3, each)	10 years

AGREEMENT

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree that the above recitals are true and correct in all material respects and are incorporated herein by reference, and further agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Lessor leases to Lessee, and Lessee leases from Lessor, the Premises, as identified on the site plan attached hereto as Exhibit A-1 (the “Site Plan”), for the purpose of development and use of a solar facility, including but not limited to monitoring, testing and evaluating the Premises for solar energy generation; activities related to the production of solar energy including constructing, installing, using, maintaining, operating, replacing, relocating and removing solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with solar panel installations, including roads, and solar energy measurement equipment, fencing, and

related facilities and equipment (hereinafter "Solar Facilities"). Such Solar Facilities shall be installed in compliance with Article VI. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for solar energy purposes. For purposes of this Lease, "solar energy purposes" means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

(b) Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Solar Facilities. Lessee shall consult with Lessor on Lessee's site development plan prior to construction on the Premises, showing Lessor the proposed locations of Solar Facilities before making its final decisions as to locations of Solar Facilities on the Premises; provided, however, that Lessee shall make all such final siting decisions in Lessee's sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the term of this Lease.

(c) Lessor hereby grants to Lessee, for the Term (as defined below), easements over, under, upon and across and on the Property (1) for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the "Access Easement"). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Property, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(d) Lessor shall retain the right to use the portion of the Property not included within the Premises.

(e) Notwithstanding any provision to the contrary, Lessee reserves the right to reduce the size of the Premises, at any time during the Term, to that amount of acreage needed for the installation of the Solar Facilities, as described herein, to be selected and further identified with an amended description and site plan, at a future date, all at Lessee's sole discretion. Upon Lessee's exercise of its right to reduce the size of the Premises, all reference to Premises in this Lease shall refer to the Premises as modified by the amended Site Plan, if any.

Section 1.2 Solar Easement

(a) **Solar Easement.** Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across the Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the "Solar Easement") throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel is or may be located at any time from time to time (each such point referred to as a "Site"), and for a distance from each Site to the boundaries of the Property, together vertically through all space located above the surface of the Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along

the surface from each point along the exterior boundary of the Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) **Lessor Improvements.** Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the “**Existing Homestead**”), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an “**Improvement**”) located on the Property outside of the Existing Homestead. Lessor may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee’s sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Lessor has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Lessor may replace any structure or improvement located in the Property as of the Effective Date (the “**Original Structure or Improvement**”) with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the “**New Structure or Improvement**”), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Lessor would like a variance of the preceding requirements, Lessor may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee’s sole discretion.

ARTICLE II. Lease Term

Section 2.1 Term

Development Period; Construction Period; Extended Term; Renewal Terms

(a) Lessee’s rights under this Lease continue throughout the term of this Lease (the “**Term**”). Initially, the Term shall be for the Development Period. The “**Development Period**” commences on the Effective Date and expires on the fifth (5th) anniversary of the Effective Date.

(b) The Lease shall automatically be extended for the Construction Period, as defined below, upon the earlier of (i) the date when construction of Solar Facilities commences in connection with the Project (“**Construction Date**”); or (ii) the date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease for the Construction Period (“**Construction Period Notice Date**”), provided that the Construction Period commences prior to the expiration of the Development Period. The Construction Period of the Lease (“**Construction Period**”) is two (2) years from the earlier of either of the Construction Date or the Construction Period Notice Date unless sooner terminated in accordance with the terms of the Lease. Lessee may record a notice of the Construction Date or the Construction Period Notice Date against the Premises to give notice of such date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(c) The Term shall automatically be extended for the Extended Term (as defined below) upon the date when the Project begins commercial operation, which shall be defined as the date of the first commercial deliveries of electrical energy to the local utility grid (“**Commercial Operation Date**”); or (ii) the date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease for the Extended Term (“**Extended Term Notice Date**”),

provided that the commencement of the Extended Term occurs prior to the expiration of the Construction Period. The Extended Term of this Lease (“**Extended Term**”) is twenty five (25) years from the Commercial Operation Date or the Extended Term Notice Date, unless terminated earlier in accordance with the terms of this Lease. Lessee may record a notice of the Commercial Operation Date or the Extended Term Notice Date against Lessor’s Property to give notice of the Construction Date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.



Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Lease:

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of both parties to terminate this Lease; or
- (c) An uncured material breach of this Lease by either party and the election of the non-defaulting party to terminate the Lease pursuant to Article VIII; or
- (d) At the option of Lessee, thirty (30) days after Lessee’s execution and delivery of written notice of termination to Lessor (as to the entire Property, or any part thereof at Lessee’s option), in Lessee’s sole and absolute discretion; or
- (e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VII; or
- (f) Pursuant to applicable law.

Section 2.3 Part of a Larger Project

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2,

and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project.

ARTICLE III. Payments and Taxes

Section 3.1 Development Period Rent



Section 3.2 Annual Rent During Construction Period, Extended Term and Renewal Term



Section 3.3 Taxes, Assessments and Utilities





Section 3.4 Severance of Lease Payments

Lessor acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to assign payments due to Lessor under the Lease to a third party without the consent of Lessee. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction



ARTICLE IV. Lessee's Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Mechanic's Liens

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien if Lessee provides Lessor with a bond or other reasonable security to protect Lessor's interest in the Premises against any such lien, in which case Lessee shall not be required to remove the lien during the period of the contested proceeding, but will be required to remove the lien prior to Lessor's interest in the Premises being forfeited. Lessee agrees to provide for ultimate removal before it affects Lessor's rights on the Premises.

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority applicable with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "**Legal Requirements**"). Failure to comply with any such Legal Requirements shall be a default as set forth in Section 8.1. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises, Solar Facilities, or any Other Approved Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Lessor unless Lessor has specifically agreed to join the action. If Lessor agrees to join the action, Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Lessee has approved such expense in advance.

Section 4.3 Lessee's Improvements



Section 4.4 Insurance



Section 4.7 Hold Harmless.

Each party (the “**Indemnifying Party**”) agrees to defend, indemnify and hold harmless the other party and the other party’s officers, directors, employees, representatives, mortgagees and agents (collectively the “**Indemnified Party**”) against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys’ fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Property (including, as to Lessor, any operations or activities conducted on the Property by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Lease.

Section 4.8 Essential Services.

Except for any competing developers of solar energy projects, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities.

ARTICLE V. Lessor Covenants

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Lease, Lessor is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (a) those currently of record in the county where the Property are located, or (b) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Lease, Lessor shall, at Lessor’s expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Property except those disclosed by Lessor to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Lessor's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities at no cost or expense to Lessor. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Property are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Solar Facilities to be installed or constructed on the Property or on adjacent properties that are a part of the Project. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders.

Section 5.3 Quiet Enjoyment

As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the direct sunlight over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities.

Section 5.4 Exclusivity

Lessee shall have the exclusive right to use the Premises for commercial solar energy purposes. For purposes of this Lease, "commercial solar energy purposes" means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 5.5 Operation of the Solar Facilities

Lessor acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property, and will cause or emit electromagnetic and frequency interference. Lessor covenants and agrees that the Lessor shall not assert that the Solar Facilities constitute a nuisance.

Section 5.6 Maintenance of the Premises

Lessor will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Lessor will maintain all other roads or trails on the Premises.

Section 5.7 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

ARTICLE VI. Assignment; Encumbrance of Lease

Section 6.1 Right to Encumber

(a) **Lessee Right to Mortgage Leasehold Interest.** Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity ("Lender"). No Lender shall have any obligations under this Lease until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) **Notice.** Lessee shall notify Lessor of the identity and notice address for any Lender. Lessor and Lessee agree that, once all or any part of Lessee's interests in the Lease are mortgaged or assigned to a Lender, they will not modify or terminate this Lease without the prior written consent of the Lender unless such lender has released all of its liens against the property.

(c) **Lender Right to Cure Lessee Default.** Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Lease, and any such payment, act or thing performed by Lender shall be effective to prevent an Event of Default by Lessee and any forfeiture of any of Lessee's rights under this Lease as if done by Lessee itself.

(d) **Notice from Lessor to Lender in Case of Lessee Default.** During the time all or any part of Lessee's interests in this Lease are mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from receipt of such notice to cure

the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(e) **Recognition of Lender as Successor.** The acquisition of all or any part of Lessee's interests in the Lease by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute an Event of Default or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) **New Lease.** If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor may agree, upon request by any Lender within sixty (60) days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Lease, (ii) shall be for a term equal to the remainder of the Term before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Lease (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender, shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Lease but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 6.2 Assignment of Lessee's Interest

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessor's consent, to do any of the following with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the Solar Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the Term of this Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be

relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section 6.3 Continuing Nature of Obligations

(a) **Benefits are "In Gross".** The easements and related rights granted by Lessor in this Lease to Lessee are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Lessee, and its successors and assigns, as owner of the rights created by the easements granted herein. Such easements and other rights granted Lessee by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights and, as between the Premises and other tracts of property on which Lessee may locate Solar Facilities, no tract is considered dominant or servient as to the other.

(b) **Burdens Run With and Against the Land.** The burdens of the easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees.

ARTICLE VII. Condemnation

Section 7.1 Effect of Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Premises, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 7.2 Condemnation Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease if such payments are paid or specifically awarded. Lessee shall have the right to participate in any condemnation proceedings to this extent.

No termination of this Lease under Section 7.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 7.2.

ARTICLE VIII. Default/Termination

Section 8.1 Events of Default

Each of the following shall constitute a "**Event of Default**" that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity, subject to the terms and conditions of Article VI.

- (i) any failure by Lessee to pay any undisputed amounts due under Article III if the failure to pay continues for thirty (30) days after written notice from Lessor;
- (ii) any other breach of this Lease by either party which continues for thirty (30) days after written notice of default from the nondefaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time, but not more than ninety (90) days.

Section 8.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Solar Facilities from the Premises at Lessee's expense within twelve (12) months after the date the Lease expires or is terminated as required pursuant to Section 4.3 of this Lease. Lessee shall pay Annual Rent to Lessor for the period until the Solar Facilities are removed from the Premises, which obligation shall survive the expiration or earlier termination hereof.

Section 8.3 Damages

Lessor acknowledges and agrees that should Lessor breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Lessor agrees that Lessee shall have the right to seek specific enforcement of this Lease. In that event, Lessor agrees that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee.

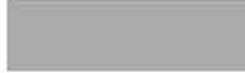
ARTICLE IX. Miscellaneous

Section 9.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual

delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Lessor: James A. Clary II and Mary I. Clary



To Lessee: Geronimo Solar Energy, LLC
c/o Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435
952.988.9000
Attention: Laura Vaughan

With a copy to: Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-1425
Attention: Daniel Yarano

Section 9.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party. Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement

It is mutually understood and agreed that this Lease constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) This Lease is made in Kentucky and shall be governed by the laws of the State of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, they agree that such dispute shall be resolved in a court located in Kentucky.

(b) Notwithstanding anything to the contrary in this Lease, neither party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Lease.

(b) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

Section 9.5 Cooperation

Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Lessor shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Lessor agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Lessor hereunder, Lessee shall offset the amount of such overpayments to Lessor against future payments due to Lessor from Lessee hereunder.

Section 9.7 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the party affected

and which, by exercise of due diligence and foresight, could not reasonably have been avoided. Unanticipated Project costs do not constitute a Force Majeure event.

Section 9.8 Confidentiality

The parties acknowledge that prior to the execution of this Lease, neither party may require the other party to maintain the confidentiality of any negotiations or the terms of the Agreement. After the Effective Date, however, both parties shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Agreement. Neither party will use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of the other party. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Lessor's option, Lessor and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts

This Lease may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 9.12 Memorandum of Lease

Lessor and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the

request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 9.13 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

Section 9.14 Multiple Owners

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by not less than thirty (30) days' prior written notice to Lessee signed by all parties comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor under this Lease and to provide all notices to Lessor under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

The remainder of this page is intentionally blank.

LESSOR SIGNATURE PAGE


James A. Clary II


Mary I. Clary

STATE OF KENTUCKY)
) ss.
COUNTY OF Henderson)

The foregoing instrument was acknowledged before me this 26th day of Sept ²⁰¹⁹ (year), by James A. Clary II and Mary I. Clary, husband and wife.



(Signature of person taking acknowledgment)

(Title or Rank): Notary Public

(Serial number, if any): Notary 10 565835

EXHIBIT A

DESCRIPTION OF PROPERTY

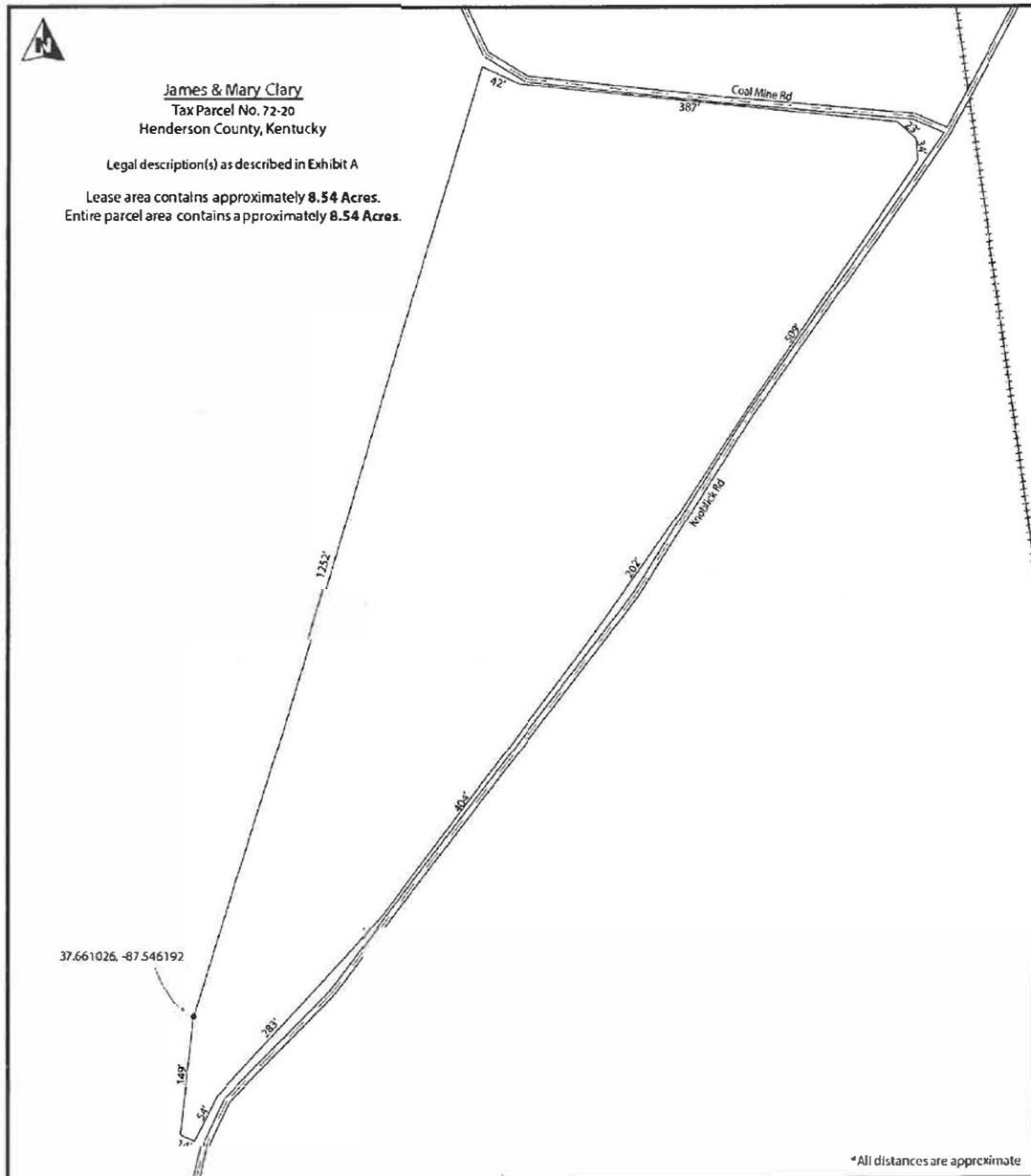
Tax Parcel No.: 72-20

Being a portion of the same property conveyed from Ohio Valley National Bank of Henderson and Harry L. Mathison, Jr., Co-Trustees Under the Will of George A. Hoffman, Deceased to James A. Clary II and Mary I. Clary, husband and wife by Deed dated March 3, 1990 and recorded on March 9, 1990 at Deed Book 403 on Page 139 in the office of the Recorder of Deeds for Henderson County, Kentucky.

The parcel contains 8.54 acres.

EXHIBIT A-1

SITE PLAN



LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“Lease”) is made on January 16th, 2020 (the “Effective Date”) by and between James F. Vincent and Holly K. Vincent, husband and wife (“Lessor”) and Henderson Solar, LLC, a Delaware limited liability company, and its successors and assigns (“Lessee”).

RECITALS

A. Lessor owns that certain real property located in Henderson County, Kentucky and legally described on the attached Exhibit A (the “Property”).

B. Lessee is desirous of developing a solar energy project on the Premises (the “Project”), and Lessor desires to lease a portion of the Property (as more fully described herein, the “Premises”) to Lessee for that purpose.

C. Lessor is willing to lease and grant certain easement rights in the Premises to Lessee, and Lessee is willing to lease and obtain certain easement rights in the Premises from Lessor, all as more fully described below.

KEY TERMS

Development Period	5 years
Construction Period	2 years
Extended Term	25 years
Renewal Terms (3, each)	10 years

AGREEMENT

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree that the above recitals are true and correct in all material respects and are incorporated herein by reference, and further agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Lessor leases to Lessee, and Lessee leases from Lessor, the Premises, as identified on the site plan attached hereto as Exhibit A-1 (the “Site Plan”), for the purpose of development and use of a solar facility, including but not limited to monitoring, testing and evaluating the Premises for solar energy generation; activities related to the production of solar energy including constructing, installing, using, maintaining, operating, replacing, relocating and removing solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with solar panel installations, including roads, and solar energy measurement equipment, fencing, and

related facilities and equipment (hereinafter “**Solar Facilities**”). Such Solar Facilities shall be installed in compliance with Article VI. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for solar energy purposes. For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

(b) Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Solar Facilities. Lessee shall consult with Lessor on Lessee’s site development plan prior to construction on the Premises, showing Lessor the proposed locations of Solar Facilities before making its final decisions as to locations of Solar Facilities on the Premises; provided, however, that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the term of this Lease.

(c) Lessor hereby grants to Lessee, for the Term (as defined below), easements over, under, upon and across and on the Property (1) for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the “**Access Easement**”). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Property, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(d) Lessor shall retain the right to use the portion of the Property not included within the Premises.

Section 1.2 Solar Easement

(a) **Solar Easement.** Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across the Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the “**Solar Easement**”) throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel is or may be located at any time from time to time (each such point referred to as a “**Site**”) and for a distance from each Site to the boundaries of the Property, together vertically through all space located above the surface of the Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) **Lessor Improvements.** Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the “**Existing Homestead**”), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an

“**Improvement**”) located on the Property outside of the Existing Homestead. Lessor may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee’s sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Lessor has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Lessor may replace any structure or improvement located in the Property as of the Effective Date (the “**Original Structure or Improvement**”) with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the “**New Structure or Improvement**”), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Lessor would like a variance of the preceding requirements, Lessor may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee’s sole discretion.

ARTICLE II. Lease Term

Section 2.1 Term

Development Period; Construction Period; Extended Term; Renewal Terms

(a) Lessee’s rights under this Lease continue throughout the term of this Lease (the “**Term**”). Initially, the Term shall be for the Development Period. The “**Development Period**” commences on the Effective Date and expires on the fifth (5th) anniversary of the Effective Date.

(b) The Lease shall automatically be extended for the Construction Period, as defined below, upon the earlier of (i) the date when construction of Solar Facilities commences in connection with the Project (“**Construction Date**”); or (ii) the date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease for the Construction Period (“**Construction Period Notice Date**”), provided that the Construction Period commences prior to the expiration of the Development Period. The Construction Period of the Lease (“**Construction Period**”) is two (2) years from the earlier of either of the Construction Date or the Construction Period Notice Date unless sooner terminated in accordance with the terms of the Lease. Lessee may record a notice of the Construction Date or the Construction Period Notice Date against the Premises to give notice of such date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(c) The Term shall automatically be extended for the Extended Term (as defined below) upon the date when the Project begins commercial operation, which shall be defined as the date of the first commercial deliveries of electrical energy to the local utility grid (“**Commercial Operation Date**”); or (ii) the date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease for the Extended Term (“**Extended Term Notice Date**”), provided that the commencement of the Extended Term occurs prior to the expiration of the Construction Period. The Extended Term of this Lease (“**Extended Term**”) is twenty five (25) years from the Commercial Operation Date or the Extended Term Notice Date, unless terminated earlier in accordance with the terms of this Lease. Lessee may record a notice of the Commercial Operation Date or the Extended Term Notice Date against Lessor’s Property to give notice of the

Construction Date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.



Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Lease:

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of both parties to terminate this Lease; or
- (c) An uncured material breach of this Lease by either party and the election of the non-defaulting party to terminate the Lease pursuant to Article VIII; or
- (d) At the option of Lessee, thirty (30) days after Lessee's execution and delivery of written notice of termination to Lessor (solely as to the entire Property), in Lessee's sole and absolute discretion; or
- (e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VII; or
- (f) Pursuant to applicable law.

Section 2.3 Part of a Larger Project

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which

are specifically designed to be interrelated and integrated in operation and use for the full life of the Project.

ARTICLE III. Payments and Taxes

Section 3.1 Development Period Rent and Signing Payment



Section 3.2 Annual Rent During Construction Period, Extended Term and Renewal Term



Section 3.3 Taxes, Assessments and Utilities





Section 3.4 Severance of Lease Payments

Lessor acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to assign payments due to Lessor under the Lease to a third party without the consent of Lessee. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction





ARTICLE IV. Lessee's Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Mechanic's Liens

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien if Lessee provides Lessor with a bond or other reasonable security to protect Lessor's interest in the Premises against any such lien, in which case Lessee shall not be required to remove the lien during the period of the contested proceeding, but will be required to remove the lien prior to Lessor's interest in the Premises being forfeited. Lessee agrees to provide for ultimate removal before it affects Lessor's rights on the Premises.

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority applicable with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "**Legal Requirements**"). Failure to comply with any such Legal Requirements shall be a default as set forth in Section 8.1. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises, Solar Facilities, or any Other Approved Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Lessor unless Lessor has specifically agreed to join the action. If Lessor agrees to join the action, Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket

expense directly incurred in connection with such cooperation, to the extent Lessee has approved such expense in advance.

Section 4.3 Lessee's Improvements





Section 4.4 Insurance



Section 4.7 Hold Harmless.

Each party (the “**Indemnifying Party**”) agrees to defend, indemnify and hold harmless the other party and the other party’s officers, directors, employees, representatives, mortgagees and agents (collectively the “**Indemnified Party**”) against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys’ fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Property (including, as to Lessor, any operations or activities conducted on the Property by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Lease.

Section 4.8 Essential Services.

Except for any competing developers of solar energy projects, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric

transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities.

ARTICLE V. Lessor Covenants

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Lease, Lessor is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (a) those currently of record in the county where the Property are located, or (b) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Lease, Lessor shall, at Lessor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Property except those disclosed by Lessor to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Lessor's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities at no cost or expense to Lessor. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Property are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Solar Facilities to be installed or constructed on the Property or on adjacent properties that are a part of the Project. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to

assignments, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders.

Section 5.3 Quiet Enjoyment

As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the direct sunlight over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities.

Section 5.4 Exclusivity

Lessee shall have the exclusive right to use the Premises for commercial solar energy purposes. For purposes of this Lease, "commercial solar energy purposes" means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 5.5 Operation of the Solar Facilities

Lessor acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property, and will cause or emit electromagnetic and frequency interference. Lessor covenants and agrees that the Lessor shall not assert that the Solar Facilities constitute a nuisance.

Section 5.6 Maintenance of the Premises

Lessor will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Lessor will maintain all other roads or trails on the Premises.

Section 5.7 Hazardous Materials

Neither Lessor or Lessee shall use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises

that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

ARTICLE VI. Assignment; Encumbrance of Lease

Section 6.1 Right to Encumber

(a) **Lessee Right to Mortgage Leasehold Interest.** Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity (“**Lender**”). No Lender shall have any obligations under this Lease until such time as it exercises its rights to acquire Lessee’s interests subject to the lien of Lender’s mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) **Notice.** Lessee shall notify Lessor of the identity and notice address for any Lender. Lessor and Lessee agree that, once all or any part of Lessee’s interests in the Lease are mortgaged or assigned to a Lender, they will not modify or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Lessee Default.** Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Lease, and any such payment, act or thing performed by Lender shall be effective to prevent an Event of Default by Lessee and any forfeiture of any of Lessee’s rights under this Lease as if done by Lessee itself.

(d) **Notice from Lessor to Lender in Case of Lessee Default.** During the time all or any part of Lessee’s interests in this Lease are mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from receipt of such notice to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee’s interest or otherwise take possession of Lessee’s interest under this Lease in order to cure the default, Lessor shall not terminate this Lease and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee’s interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee’s interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(e) **Recognition of Lender as Successor.** The acquisition of all or any part of Lessee’s interests in the Lease by any Lender through foreclosure or other judicial or nonjudicial

proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute an Event of Default or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) **New Lease.** If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor may agree, upon request by any Lender within sixty (60) days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Lease, (ii) shall be for a term equal to the remainder of the Term before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Lease (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender, shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Lease but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 6.2 Assignment of Lessee's Interest

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessor's consent, to do any of the following with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the Solar Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the Term of this Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section 6.3 Continuing Nature of Obligations

(a) **Benefits are "In Gross".** The easements and related rights granted by Lessor in this Lease to Lessee are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Lessee, and its successors and assigns, as owner of the

rights created by the easements granted herein. Such easements and other rights granted Lessee by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights and, as between the Premises and other tracts of property on which Lessee may locate Solar Facilities, no tract is considered dominant or servient as to the other.

(b) **Burdens Run With and Against the Land.** The burdens of the easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents, so long as the Lease is in effect. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees.

ARTICLE VII. Condemnation

Section 7.1 Effect of Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Premises, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 7.2 Condemnation Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate

in any condemnation proceedings to this extent. No termination of this Lease under Section 7.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 7.2.

ARTICLE VIII. Default/Termination

Section 8.1 Events of Default

Each of the following shall constitute a "**Event of Default**" that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity, subject to the terms and conditions of Article VI.

- (i) any failure by Lessee to pay any undisputed amounts due under Article III if the failure to pay continues for thirty (30) days after written notice from Lessor;
- (ii) any other breach of this Lease by either party which continues for thirty (30) days after written notice of default from the nondefaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time, but not more than ninety (90) days.

Section 8.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Solar Facilities from the Premises at Lessee's expense within twelve (12) months after the date the Lease expires or is terminated as required pursuant to Section 4.3 of this Lease. Lessee shall continue to pay Annual Rent to Lessor for the period until the Solar Facilities are removed from the Premises, which obligation shall survive the expiration or earlier termination hereof.

Section 8.3 Damages

Lessor acknowledges and agrees that should Lessor breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Lessor agrees that Lessee shall have the right to seek specific enforcement of this Lease. In that event, Lessor agrees that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee.

ARTICLE IX. Miscellaneous

Section 9.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual

delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Lessor: James F. Vincent and Holly K Vincent



To Lessee: Henderson Solar, LLC
c/o Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435
952.988.9000
Attention: Laura Vaughan

With a copy to: Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-1425
Attention: Daniel Yarano

Section 9.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party. Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement

It is mutually understood and agreed that this Lease constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) This Lease is made in Kentucky and shall be governed by the laws of the State of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection

with this Lease, they agree that such dispute shall be resolved in the applicable state or federal court in Kentucky.

(b) Notwithstanding anything to the contrary in this Lease, neither party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Lease.

(c) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

Section 9.5 Cooperation

Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Lessor shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Lessor agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Lessor hereunder, Lessee

shall offset the amount of such overpayments to Lessor against future payments due to Lessor from Lessee hereunder.

Section 9.7 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided. Unanticipated Project costs do not constitute a Force Majeure event.

Section 9.8 Confidentiality

The parties acknowledge that prior to the execution of this Lease, neither party may require the other party to maintain the confidentiality of any negotiations or the terms of the Agreement. After the Effective Date, however, both parties shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Agreement. Neither party will use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of the other party. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Lessor's option, Lessor and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such

provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts

This Lease may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 9.12 Memorandum of Lease

Lessor and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 9.13 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

Section 9.14 Multiple Owners

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by not less than thirty (30) days' prior written notice to Lessee signed by all parties comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor under this Lease and to provide all notices to Lessor under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect

any of the rights or remedies of Lessee under this Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

The remainder of this page is intentionally blank.

LESSEE SIGNATURE PAGE

LESSEE

Henderson Solar, LLC

By: *Jeff Ringblom*
Jeff Ringblom, Chief Financial Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 16th day of January, 2020, by Jeff Ringblom, the Chief Financial Officer of Henderson Solar, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Briana Meghan Schnaible
Notary Public



LESSOR SIGNATURE PAGE

James F. Vincent
James F. Vincent

Holly K. Vincent
Holly K. Vincent

STATE OF Kentucky)
) ss.
COUNTY OF Henderson)

The foregoing instrument was acknowledged before me this 30th day of December ²⁰¹⁹ (year), by James F. Vincent and Holly K. Vincent, husband and wife.

M. Kate Krause
(Signature of person taking acknowledgment)
(Title or Rank): Notary
(Serial number, if any): 601113, Expires 5/14/22

EXHIBIT A

DESCRIPTION OF PROPERTY

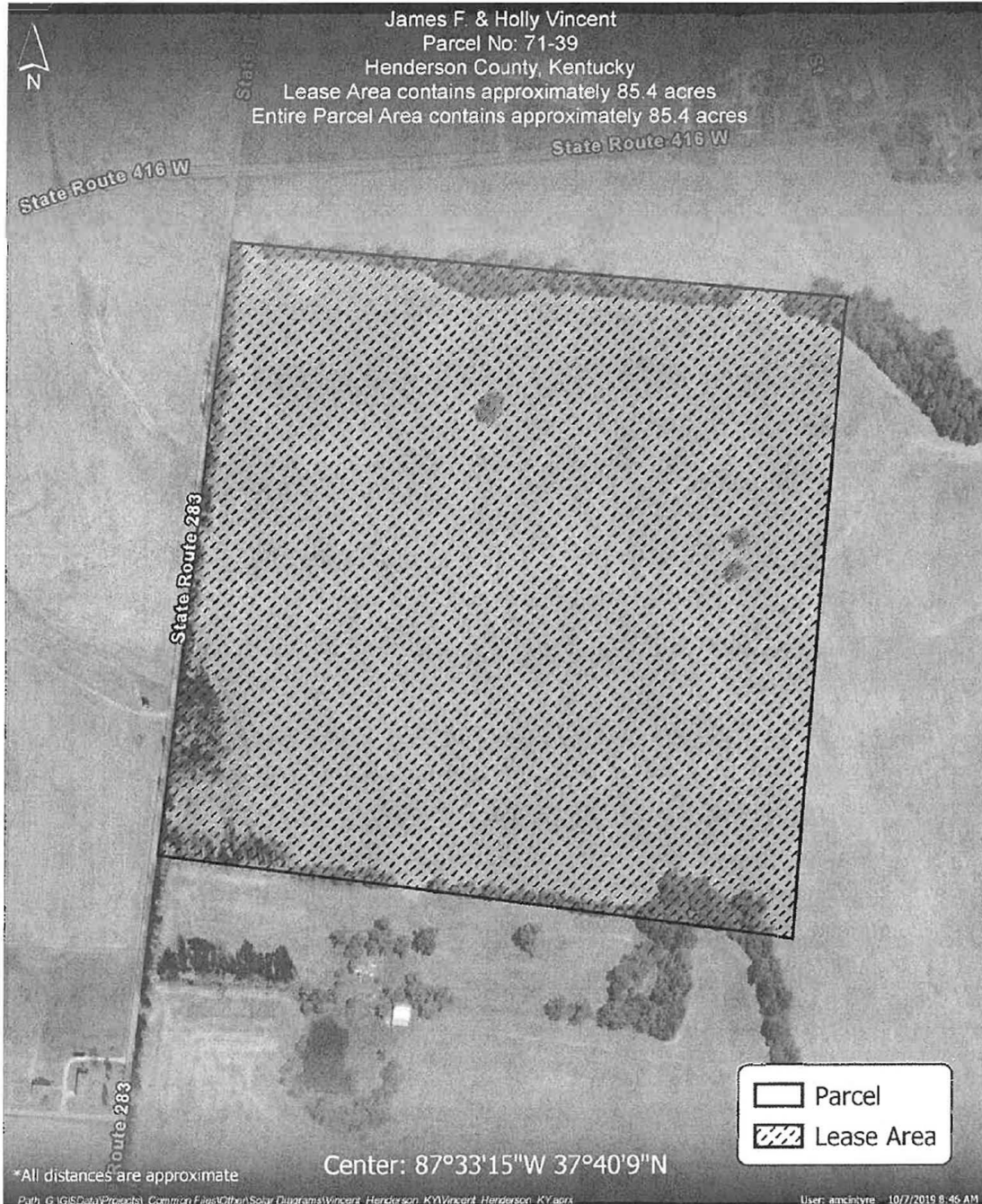
Tax Parcel No.: 71-39

Being a portion of the same property conveyed from James F. Vincent and his wife, Holly K. Vincent, and Patrick Clark Shea, Trustee, to James F. Vincent and his wife, Holly K. Vincent by Deed dated March 19, 2005 and recorded on March 24, 2005 at Deed Book 538 on Page 364 in the office of the Clerk of Henderson County, Kentucky

The parcel contains 85.4 acres.

EXHIBIT A-1

SITE PLAN



LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“Lease”) is made on February 21, 2020 (the “Effective Date”) by and between James Dalton Blue a single person (“Lessor”) (Insert name of spouse, if any, and marital status) and Henderson Solar, LLC, a Delaware limited liability company, and its successors and assigns (“Lessee”).

RECITALS

A. Lessor owns that certain real property located in Henderson County, Kentucky and legally described on the attached Exhibit A (the “Property”).

B. Lessee is desirous of developing a solar energy project on the Premises (the “Project”), and Lessor desires to lease a portion of the Property (as more fully described herein, the “Premises”) to Lessee for that purpose.

C. Lessor is willing to lease and grant certain easement rights in the Premises to Lessee, and Lessee is willing to lease and obtain certain easement rights in the Premises from Lessor, all as more fully described below.

KEY TERMS

Development Period	5 years
Construction Period	2 years
Extended Term	25 years
Renewal Terms (3, each)	10 years

AGREEMENT

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree that the above recitals are true and correct in all material respects and are incorporated herein by reference, and further agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Lessor leases to Lessee, and Lessee leases from Lessor, the Premises, as identified on the site plan attached hereto as Exhibit A-1 (the “Site Plan”), for the purpose of development and use of a solar facility, including but not limited to monitoring, testing and evaluating the Premises for solar energy generation; activities related to the production of solar energy including constructing, installing, using, maintaining, operating, replacing, relocating and removing solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with

solar panel installations, including roads, and solar energy measurement equipment, fencing, and related facilities and equipment (hereinafter “**Solar Facilities**”). Such Solar Facilities shall be installed in compliance with Article VI. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for solar energy purposes. For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

(b) Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Solar Facilities. Lessee shall consult with Lessor on Lessee’s site development plan prior to construction on the Premises, showing Lessor the proposed locations of Solar Facilities before making its final decisions as to locations of Solar Facilities on the Premises; provided, however, that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the term of this Lease.

(c) Lessor hereby grants to Lessee, for the Term (as defined below), easements over, under, upon and across and on the Property (1) for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the “**Access Easement**”). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Property, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(d) Lessor shall retain the right to use the portion of the Property not included within the Premises.

(e) Notwithstanding any provision to the contrary, Lessee reserves the right to reduce the size of the Premises, at any time during the Term, to that amount of acreage needed for the installation of the Solar Facilities, as described herein, to be selected and further identified with an amended description and site plan, at a future date, all at Lessee’s sole discretion. Upon Lessee’s exercise of its right to reduce the size of the Premises, all reference to Premises in this Lease shall refer to the Premises as modified by the amended Site Plan, if any.

Section 1.2 Solar Easement

(a) **Solar Easement.** Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across the Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the “**Solar Easement**”) throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel is or may be located at any time from time to time (each such point referred to as a “**Site**”) and for a distance from each Site to the boundaries of the Property, together vertically through all space located above the surface of the Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along

the surface from each point along the exterior boundary of the Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) **Lessor Improvements.** Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the “**Existing Homestead**”), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an “**Improvement**”) located on the Property outside of the Existing Homestead. Lessor may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee’s sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Lessor has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Lessor may replace any structure or improvement located in the Property as of the Effective Date (the “**Original Structure or Improvement**”) with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the “**New Structure or Improvement**”), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Lessor would like a variance of the preceding requirements, Lessor may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee’s sole discretion.

ARTICLE II. Lease Term

Section 2.1 Term

Development Period; Construction Period; Extended Term; Renewal Terms

(a) Lessee’s rights under this Lease continue throughout the term of this Lease (the “**Term**”). Initially, the Term shall be for the Development Period. The “**Development Period**” commences on the Effective Date and expires on the fifth (5th) anniversary of the Effective Date.

(b) The Lease shall automatically be extended for the Construction Period, as defined below, upon the earlier of (i) the date when construction of Solar Facilities commences in connection with the Project (“**Construction Date**”); or (ii) the date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease for the Construction Period (“**Construction Period Notice Date**”), provided that the Construction Period commences prior to the expiration of the Development Period. The Construction Period of the Lease (“**Construction Period**”) is two (2) years from the earlier of either of the Construction Date or the Construction Period Notice Date unless sooner terminated in accordance with the terms of the Lease. Lessee may record a notice of the Construction Date or the Construction Period Notice Date against the Premises to give notice of such date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(c) The Term shall automatically be extended for the Extended Term (as defined below) upon the date when the Project begins commercial operation, which shall be defined as the date of the first commercial deliveries of electrical energy to the local utility grid (“**Commercial Operation Date**”); or (ii) the date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease for the Extended Term (“**Extended Term Notice Date**”),

provided that the commencement of the Extended Term occurs prior to the expiration of the Construction Period. The Extended Term of this Lease (“**Extended Term**”) is twenty five (25) years from the Commercial Operation Date or the Extended Term Notice Date, unless terminated earlier in accordance with the terms of this Lease. Lessee may record a notice of the Commercial Operation Date or the Extended Term Notice Date against Lessor’s Property to give notice of the Construction Date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.



Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Lease:

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of both parties to terminate this Lease; or
- (c) An uncured material breach of this Lease by either party and the election of the non-defaulting party to terminate the Lease pursuant to Article VIII; or
- (d) At the option of Lessee, thirty (30) days after Lessee’s execution and delivery of written notice of termination to Lessor (as to the entire Property, or any part thereof at Lessee’s option), in Lessee’s sole and absolute discretion; or
- (e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VII; or
- (f) Pursuant to applicable law.

Section 2.3 Part of a Larger Project

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2,

and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project.

ARTICLE III. Payments and Taxes

Section 3.1 Development Period Rent

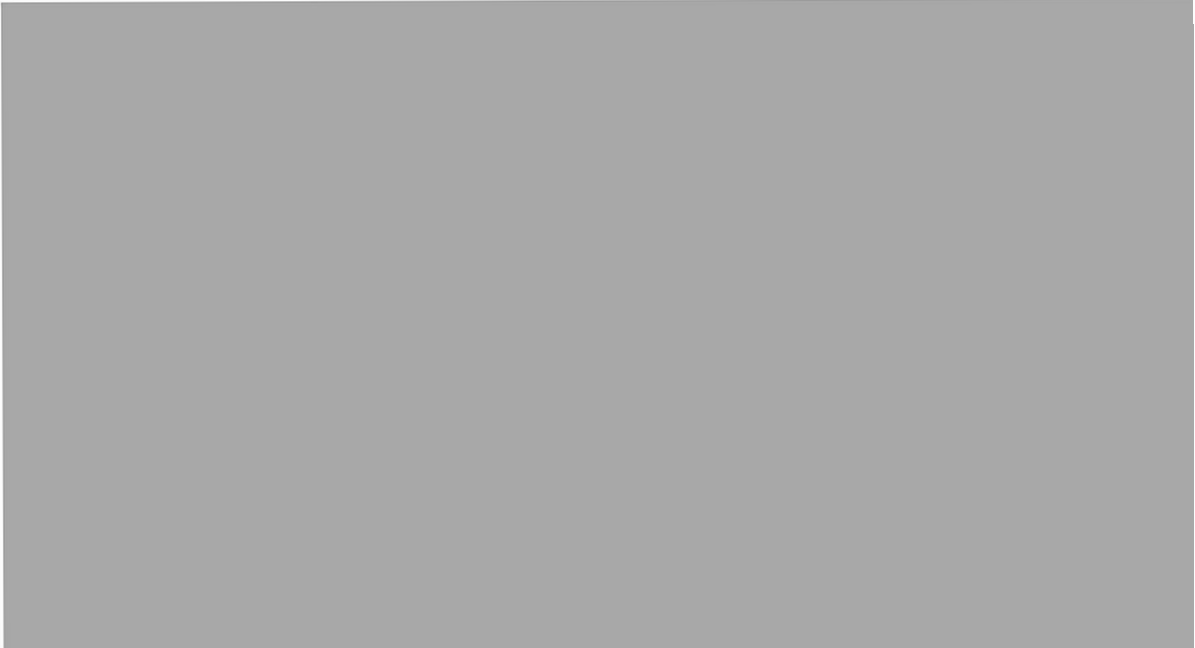


Section 3.2 Annual Rent During Construction Period, Extended Term and Renewal Term



Section 3.3 Taxes, Assessments and Utilities





Section 3.4 Severance of Lease Payments

Lessor acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to assign payments due to Lessor under the Lease to a third party without the consent of Lessee. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction





ARTICLE IV. Lessee's Covenants

Lessee covenants, represents and warrants to Lessor as follows:

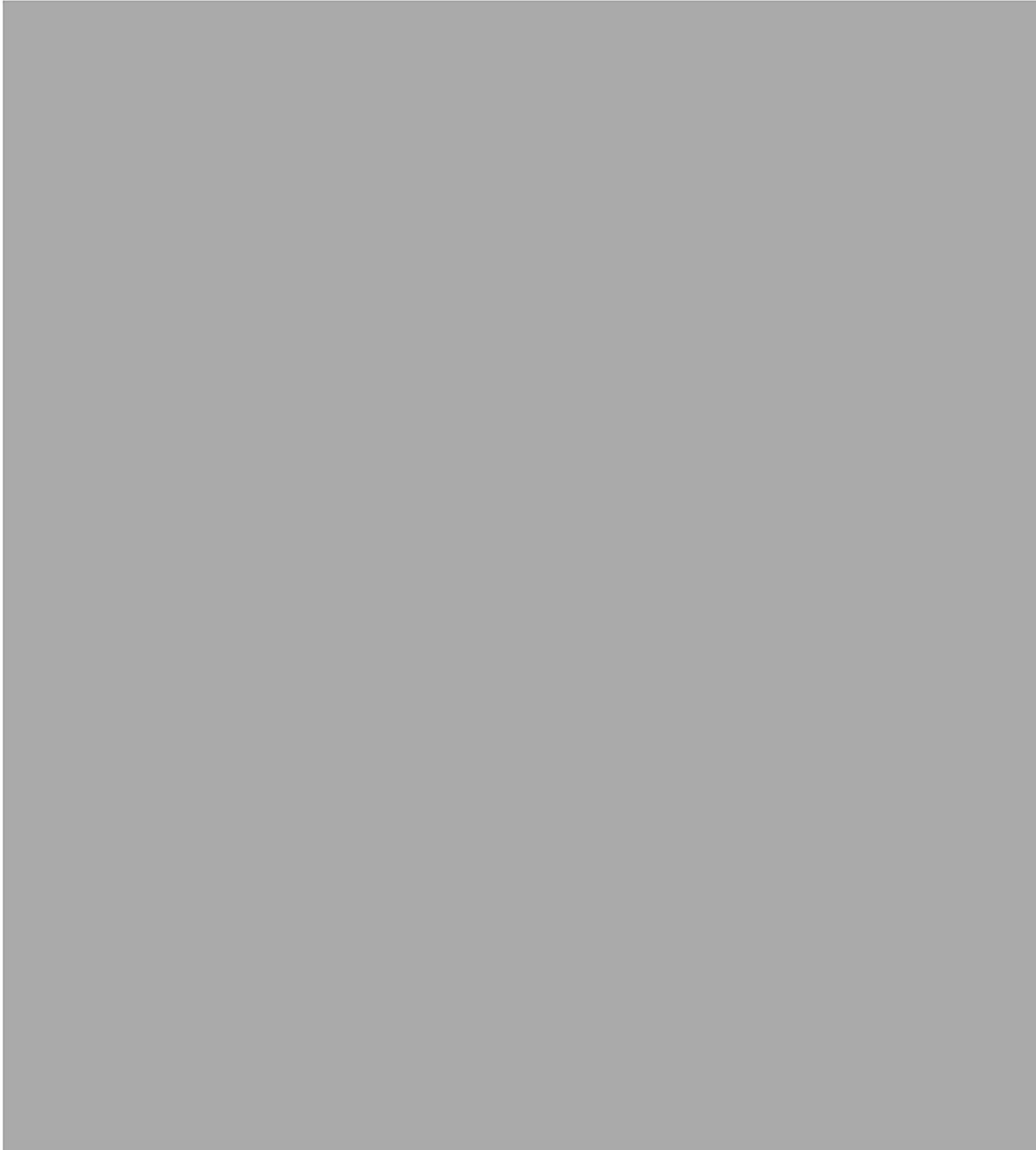
Section 4.1 Mechanic's Liens

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien if Lessee provides Lessor with a bond or other reasonable security to protect Lessor's interest in the Premises against any such lien, in which case Lessee shall not be required to remove the lien during the period of the contested proceeding, but will be required to remove the lien prior to Lessor's interest in the Premises being forfeited. Lessee agrees to provide for ultimate removal before it affects Lessor's rights on the Premises.

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority applicable with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "**Legal Requirements**"). Failure to comply with any such Legal Requirements shall be a default as set forth in Section 8.1. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises, Solar Facilities, or any Other Approved Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Lessor unless Lessor has specifically agreed to join the action. If Lessor agrees to join the action, Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Lessee has approved such expense in advance.

Section 4.3 Lessee's Improvements



Section 4.4 Insurance





Section 4.7 Hold Harmless.

Each party (the “**Indemnifying Party**”) agrees to defend, indemnify and hold harmless the other party and the other party’s officers, directors, employees, representatives, mortgagees and agents (collectively the “**Indemnified Party**”) against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys’ fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Property (including, as to Lessor, any operations or activities conducted on the Property by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Lease.

Section 4.8 Essential Services.

Except for any competing developers of solar energy projects, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities.

ARTICLE V. Lessor Covenants

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Lease, Lessor is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (a) those currently of record in the county where the Property are located, or (b) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. To the extent that any such encumbrances or other title defects could interfere with the

development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Lease, Lessor shall, at Lessor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Property except those disclosed by Lessor to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Lessor's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities at no cost or expense to Lessor. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Property are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Solar Facilities to be installed or constructed on the Property or on adjacent properties that are a part of the Project. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders.

Section 5.3 Quiet Enjoyment

As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the direct sunlight over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities.

Section 5.4 Exclusivity

Lessee shall have the exclusive right to use the Premises for commercial solar energy purposes. For purposes of this Lease, "commercial solar energy purposes" means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 5.5 Operation of the Solar Facilities

Lessor acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property, and will cause or emit electromagnetic and frequency interference. Lessor covenants and agrees that the Lessor shall not assert that the Solar Facilities constitute a nuisance.

Section 5.6 Maintenance of the Premises

Lessor will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Lessor will maintain all other roads or trails on the Premises.

Section 5.7 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

ARTICLE VI. Assignment; Encumbrance of Lease

Section 6.1 Right to Encumber

(a) **Lessee Right to Mortgage Leasehold Interest.** Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity ("**Lender**"). No Lender shall have any obligations under this Lease until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) **Notice.** Lessee shall notify Lessor of the identity and notice address for any Lender. Lessor and Lessee agree that, once all or any part of Lessee's interests in the Lease are mortgaged or assigned to a Lender, they will not modify or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Lessee Default.** Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Lease, and any such payment, act or thing performed by Lender shall be effective to

prevent an Event of Default by Lessee and any forfeiture of any of Lessee's rights under this Lease as if done by Lessee itself.

(d) **Notice from Lessor to Lender in Case of Lessee Default.** During the time all or any part of Lessee's interests in this Lease are mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from receipt of such notice to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(e) **Recognition of Lender as Successor.** The acquisition of all or any part of Lessee's interests in the Lease by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute an Event of Default or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) **New Lease.** If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor may agree, upon request by any Lender within sixty (60) days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Lease, (ii) shall be for a term equal to the remainder of the Term before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Lease (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender, shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Lease but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 6.2 Assignment of Lessee's Interest

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessor's consent, to do any of the following with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the Solar Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the Term of this Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section 6.3 Continuing Nature of Obligations

(a) **Benefits are "In Gross"**. The easements and related rights granted by Lessor in this Lease to Lessee are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Lessee, and its successors and assigns, as owner of the rights created by the easements granted herein. Such easements and other rights granted Lessee by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights and, as between the Premises and other tracts of property on which Lessee may locate Solar Facilities, no tract is considered dominant or servient as to the other.

(b) **Burdens Run With and Against the Land**. The burdens of the easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees.

ARTICLE VII. Condemnation

Section 7.1 Effect of Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Premises, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding

payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 7.2 Condemnation Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 7.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 7.2.

ARTICLE VIII. Default/Termination

Section 8.1 Events of Default

Each of the following shall constitute a "Event of Default" that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity, subject to the terms and conditions of Article VI.

- (i) any failure by Lessee to pay any undisputed amounts due under Article III if the failure to pay continues for thirty (30) days after written notice from Lessor;
- (ii) any other breach of this Lease by either party which continues for thirty (30) days after written notice of default from the nondefaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time, but not more than ninety (90) days.

Section 8.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Solar Facilities from the Premises at Lessee's expense within twelve (12) months after the date the Lease expires or is terminated as required pursuant to Section 4.3 of this Lease. Lessee shall pay Annual Rent to Lessor for the period until the Solar Facilities are removed from the Premises, which obligation shall survive the expiration or earlier termination hereof.


Section 8.3 Damages

Lessor acknowledges and agrees that should Lessor breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Lessor agrees that Lessee shall have the right to seek specific enforcement of this Lease. In that event, Lessor agrees that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee.

ARTICLE IX. Miscellaneous

Section 9.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Lessor: James Dalton Blue


To Lessee: Henderson Solar, LLC
c/o Geronimo Energy, LLC
8400 Normandale Lake Blvd, Suite 1200
Bloomington, MN 55437
952.988.9000
Attention: Laura Vaughan

With a copy to: Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-1425
Attention: Daniel Yarano

Section 9.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party. Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement

It is mutually understood and agreed that this Lease constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or

written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) This Lease is made in Kentucky and shall be governed by the laws of the State of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, they agree that such dispute shall be resolved in a federal court located in Kentucky.

(b) Notwithstanding anything to the contrary in this Lease, neither party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Lease.

(c) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

Section 9.5 Cooperation

Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Lessor shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Lessor agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease or any remedy

available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Lessor hereunder, Lessee shall offset the amount of such overpayments to Lessor against future payments due to Lessor from Lessee hereunder.

Section 9.7 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided. Unanticipated Project costs do not constitute a Force Majeure event.

Section 9.8 Confidentiality

The parties acknowledge that prior to the execution of this Lease, neither party may require the other party to maintain the confidentiality of any negotiations or the terms of the Agreement. After the Effective Date, however, both parties shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Agreement. Neither party will use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of the other party. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Lessor's option, Lessor and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts

This Lease may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 9.12 Memorandum of Lease

Lessor and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 9.13 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

Section 9.14 Multiple Owners

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by not less than thirty (30) days' prior written notice to Lessee signed by all parties comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor under this Lease and to provide all notices to Lessor under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so

long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

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LESSEE SIGNATURE PAGE

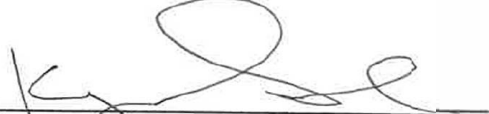
LESSEE
Henderson Solar, LLC

By: 
Jeff Ringblom, Chief Financial Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 21 day of February, 2020, by Jeff Ringblom, the Chief Financial Officer of Henderson Solar, LLC, a Delaware limited liability company, on behalf of the limited liability company.




Notary Public

LESSOR SIGNATURE PAGE

James Dalton Blue
James Dalton Blue
X

STATE OF KENTUCKY)
COUNTY OF Anderson) ss.

The foregoing instrument was acknowledged before me this 13 day of February, 2020, by James Dalton Blue a single person
(Insert name of spouse, if any, and marital status)

Hayden Cain
(Signature of person taking acknowledgment)
(Title or Rank): Notary
(Serial number, if any): 551240

EXHIBIT A

DESCRIPTION OF PROPERTY

Tax Parcel No.: 72-3

Beginning at an iron pin in the west R/W of Kentucky Highway 283, said pin being 30 feet from the centerline of said road and being a corner to Tract 3 of this Division; thence with the highway R/W along a horizontal curve an arc distance of 757.78 feet or a chord of S. 27° 53' 06" W. 743.31 feet; thence continuing with the highway R/W, S. 47° 19' 57" W. 287.19 feet to the centerline of an old road, corner to James D. Blue (DB 340 PG 147); thence with the line of James D. Blue and the centerline of the road, N. 84° 35' 06" W. 581.76 feet to a point in the line of James L. Blue (DB 148 PG 208); thence with the line of James L. Blue, N. 00° 36' 22" W. 782.13 feet to an iron pin, corner to Tract 3; thence with the line of Tract 3, N. 89° 16' 02" E. 1146.35 feet to the beginning, containing 17.85 acres.

Beginning at a spike in the intersection of Spencer-Thornberry Road and an unnamed road; thence with the centerline of Spencer-Thornberry Road, N. 03° 51' 46" E. 1949.47 feet to an iron pin in the line of David Smithhart (DB 362 PG 190); thence with the line of Smithhart, S. 84° 05' 10" E. 118.07 feet to an iron pin, corner to Tract 4 of this Division; thence with the line of Tract 4, S. 86° 28' 59" E. 712.00 feet to an iron pin, corner to James L. Blue (DB 148 PG 208); thence with the line of James L. Blue, S. 00° 50' 14" E. 1952.56 feet to a spike in the centerline of a road; thence with the centerline of the road, N. 86° 20' 34" W. 989.98 feet to the beginning, containing 40.65 acres.

For a more particular description of the above two tracts you are referred to a survey plat prepared by Roy Thomas Allinder LS #2407, dated October 17, 1987, as recorded in Plat Book 5, Page 193, of the Henderson County Clerk's Office, which is incorporated herein by reference.

Being the same property conveyed to James L. Blue, Jr. and Clydine B. Blue by deed from Gross C. Lindsay as Trustee dated 22nd day of March, 1988, of record in Deed Book 385, Page 262 and corrected by Deed Of Correction dated April 12, 1988, of record in Deed Book 385, Page 551, of the Henderson County Clerk's Office.

Beginning at a stone pin oak pointer, corner to Wm. T. Hunter and in Thomas Royster line; thence with said Royster line N 89 22' W 40 poles to a stake corner to lot No. 2; thence with the line of said lot S 3 1/4 degrees W 117 poles 13 links to a stake, black oak pointer; thence S 89 1/4 degrees E 29 poles and 22 links to a stake (two black oak pointers); thence S 9 poles and 20 links to a stone on a branch (two overcup oak pointers) thence S 82 3/4 degrees E 10 pole and 16 links to a stone in the bed of Grave Creek. thence N 3 1/4 degrees W 127 poles and 8 links to the beginning containing 30 acres, said land lying and being on the waters of Grave Creek.

LESS a parcel of ground consisting of twelve yards square heretofore set off and now used as a burying ground on said tract of land, is reserved from and not conveyed herein.

s/ s/ Clydine B. Blue

Being the same property conveyed to James L. Blue, Jr. and Mary Clydine Blue, husband and wife by deed from C. Allen Moore and Annie E. Moore, husband and wife, dated September 23 1950, of record in Deed Book 148, page 208 of the Henderson County Clerk's office.

The parcel contains approximately 92.29 acres.

EXHIBIT A-1

SITE PLAN



LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“**Lease**”) is made on February 21, 2020 (the “**Effective Date**”) by and between Robert E. Crowder and Wilma D. Crowder, husband and wife (“**Lessor**”) and Henderson Solar, LLC, a Delaware limited liability company, and its successors and assigns (“**Lessee**”).

RECITALS

A. Lessor owns that certain real property located in Henderson County, Kentucky and legally described on the attached Exhibit A (the “**Property**”).

B. Lessee is desirous of developing a solar energy project on the Premises (the “**Project**”), and Lessor desires to lease a portion of the Property (as more fully described herein, the “**Premises**”) to Lessee for that purpose.

C. Lessor is willing to lease and grant certain easement rights in the Premises to Lessee, and Lessee is willing to lease and obtain certain easement rights in the Premises from Lessor, all as more fully described below.

KEY TERMS

Development Period	5 years
Construction Period	2 years
Extended Term	25 years
Renewal Terms (3, each)	10 years

AGREEMENT

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree that the above recitals are true and correct in all material respects and are incorporated herein by reference, and further agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Lessor leases to Lessee, and Lessee leases from Lessor, the Premises, as identified on the site plan attached hereto as Exhibit A-1 (the “**Site Plan**”), for the purpose of development and use of a solar facility, including but not limited to monitoring, testing and evaluating the Premises for solar energy generation; activities related to the production of solar energy including constructing, installing, using, maintaining, operating, replacing, relocating and removing solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with solar panel installations, including roads, and solar energy measurement equipment, fencing, and

related facilities and equipment (hereinafter “**Solar Facilities**”). Such Solar Facilities shall be installed in compliance with Article VI. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for solar energy purposes. For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

(b) Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Solar Facilities. Lessee shall consult with Lessor on Lessee’s site development plan prior to construction on the Premises, showing Lessor the proposed locations of Solar Facilities before making its final decisions as to locations of Solar Facilities on the Premises; provided, however, that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the term of this Lease.

(c) Lessor hereby grants to Lessee, for the Term (as defined below), easements over, under, upon and across and on the Property (1) for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the “**Access Easement**”). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Property, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(d) Lessor shall retain the right to use the portion of the Property not included within the Premises.

(e) Notwithstanding any provision to the contrary, Lessee reserves the right to reduce the size of the Premises, at any time during the Term, to that amount of acreage needed for the installation of the Solar Facilities, as described herein, to be selected and further identified with an amended description and site plan, at a future date, all at Lessee’s sole discretion. Upon Lessee’s exercise of its right to reduce the size of the Premises, all reference to Premises in this Lease shall refer to the Premises as modified by the amended Site Plan, if any.

Section 1.2 Solar Easement

(a) **Solar Easement.** Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across the Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the “**Solar Easement**”) throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel is or may be located at any time from time to time (each such point referred to as a “**Site**”) and for a distance from each Site to the boundaries of the Property, together vertically through all space located above the surface of the Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along

the surface from each point along the exterior boundary of the Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) **Lessor Improvements.** Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the “**Existing Homestead**”), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an “**Improvement**”) located on the Property outside of the Existing Homestead. Lessor may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee’s sole judgment, impede or interfere with direct sunlight to any Solar Facilities; unless Lessor has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Lessor may replace any structure or improvement located in the Property as of the Effective Date (the “**Original Structure or Improvement**”) with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the “**New Structure or Improvement**”), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Lessor would like a variance of the preceding requirements, Lessor may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee’s sole discretion.

ARTICLE II. Lease Term

Section 2.1 Term

Development Period; Construction Period; Extended Term; Renewal Terms

(a) Lessee’s rights under this Lease continue throughout the term of this Lease (the “**Term**”). Initially, the Term shall be for the Development Period. The “**Development Period**” commences on the Effective Date and expires on the fifth (5th) anniversary of the Effective Date.

(b) The Lease shall automatically be extended for the Construction Period, as defined below, upon the earlier of (i) the date when construction of Solar Facilities commences in connection with the Project (“**Construction Date**”); or (ii) the date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease for the Construction Period (“**Construction Period Notice Date**”), provided that the Construction Period commences prior to the expiration of the Development Period. The Construction Period of the Lease (“**Construction Period**”) is two (2) years from the earlier of either of the Construction Date or the Construction Period Notice Date unless sooner terminated in accordance with the terms of the Lease. Lessee may record a notice of the Construction Date or the Construction Period Notice Date against the Premises to give notice of such date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(c) The Term shall automatically be extended for the Extended Term (as defined below) upon the date when the Project begins commercial operation, which shall be defined as the date of the first commercial deliveries of electrical energy to the local utility grid (“**Commercial Operation Date**”); or (ii) the date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease for the Extended Term (“**Extended Term Notice Date**”),

provided that the commencement of the Extended Term occurs prior to the expiration of the Construction Period. The Extended Term of this Lease (“**Extended Term**”) is twenty five (25) years from the Commercial Operation Date or the Extended Term Notice Date, unless terminated earlier in accordance with the terms of this Lease. Lessee may record a notice of the Commercial Operation Date or the Extended Term Notice Date against Lessor’s Property to give notice of the Construction Date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.



Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Lease:

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of both parties to terminate this Lease; or
- (c) An uncured material breach of this Lease by either party and the election of the non-defaulting party to terminate the Lease pursuant to Article VIII; or
- (d) At the option of Lessee, thirty (30) days after Lessee’s execution and delivery of written notice of termination to Lessor (as to the entire Property, or any part thereof at Lessee’s option), in Lessee’s sole and absolute discretion; or
- (e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VII; or
- (f) Pursuant to applicable law.

Section 2.3 Part of a Larger Project

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2,

and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project.

ARTICLE III. Payments and Taxes

Section 3.1 Development Period Rent and Signing Payment



Section 3.2 Annual Rent During Construction Period, Extended Term and Renewal Term





Section 3.3 Taxes, Assessments and Utilities



Section 3.4 Severance of Lease Payments

Lessor acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to assign payments due to Lessor under the Lease to a third party without the consent of Lessee. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction





ARTICLE IV. Lessee's Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Mechanic's Liens

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien if Lessee provides Lessor with a bond or other reasonable security to protect Lessor's interest in the Premises against any such lien, in which case Lessee shall not be required to remove the lien during the period of the contested proceeding, but will be required to remove the lien prior to Lessor's interest in the Premises being forfeited. Lessee agrees to provide for ultimate removal before it affects Lessor's rights on the Premises.

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority applicable with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "**Legal Requirements**"). Failure to comply with any such Legal Requirements shall be a default as set forth in Section 8.1. Lessee shall have the right, in its sole discretion, to contest by appropriate

legal proceedings brought in the name of Lessee, the validity or applicability to the Premises, Solar Facilities, or any Other Approved Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Lessor unless Lessor has specifically agreed to join the action. If Lessor agrees to join the action, Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Lessee has approved such expense in advance.

Section 4.3 Lessee's Improvements





Section 4.4 Insurance



Section 4.7 Hold Harmless.

Each party (the “**Indemnifying Party**”) agrees to defend, indemnify and hold harmless the other party and the other party’s officers, directors, employees, representatives, mortgagees and agents (collectively the “**Indemnified Party**”) against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys’ fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Property (including, as to Lessor, any operations or activities conducted on the Property by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Lease.

Section 4.8 Essential Services.

Except for any competing developers of solar energy projects, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric

transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities.

ARTICLE V. Lessor Covenants

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Lease, Lessor is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (a) those currently of record in the county where the Property are located, or (b) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Lease, Lessor shall, at Lessor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Property except those disclosed by Lessor to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Lessor's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities at no cost or expense to Lessor. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Property are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Solar Facilities to be installed or constructed on the Property or on adjacent properties that are a part of the Project. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in

Section 5.7 Hazardous Materials

Lessor will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Lessor will maintain all other roads or trails on the Premises.

Section 5.6 Maintenance of the Premises

Lessor acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property, and will cause or emit electromagnetic and frequency interference. Lessor covenants and agrees that the Lessor shall not assert that the Solar Facilities constitute a nuisance.

Section 5.5 Operation of the Solar Facilities

Lessee shall have the exclusive right to use the Premises for commercial solar energy purposes. For purposes of this Lease, "commercial solar energy purposes" means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 5.4 Exclusivity

As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the direct sunlight over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities.

Section 5.3 Quiet Enjoyment

assignments, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders.

violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

ARTICLE VI. Assignment; Encumbrance of Lease

Section 6.1 Right to Encumber

(a) **Lessee Right to Mortgage Leasehold Interest.** Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity (“**Lender**”). No Lender shall have any obligations under this Lease until such time as it exercises its rights to acquire Lessee’s interests subject to the lien of Lender’s mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) **Notice.** Lessee shall notify Lessor of the identity and notice address for any Lender. Lessor and Lessee agree that, once all or any part of Lessee’s interests in the Lease are mortgaged or assigned to a Lender, they will not modify or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Lessee Default.** Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Lease, and any such payment, act or thing performed by Lender shall be effective to prevent an Event of Default by Lessee and any forfeiture of any of Lessee’s rights under this Lease as if done by Lessee itself.

(d) **Notice from Lessor to Lender in Case of Lessee Default.** During the time all or any part of Lessee’s interests in this Lease are mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from receipt of such notice to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee’s interest or otherwise take possession of Lessee’s interest under this Lease in order to cure the default, Lessor shall not terminate this Lease and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee’s interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee’s interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(e) **Recognition of Lender as Successor.** The acquisition of all or any part of Lessee’s interests in the Lease by any Lender through foreclosure or other judicial or nonjudicial

proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute an Event of Default or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) **New Lease.** If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor may agree, upon request by any Lender within sixty (60) days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Lease, (ii) shall be for a term equal to the remainder of the Term before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Lease (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender, shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Lease but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 6.2 Assignment of Lessee's Interest

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessor's consent, to do any of the following with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the Solar Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the Term of this Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section 6.3 Continuing Nature of Obligations

(a) **Benefits are "In Gross".** The easements and related rights granted by Lessor in this Lease to Lessee are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Lessee, and its successors and assigns, as owner of the

rights created by the easements granted herein. Such easements and other rights granted Lessee by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights and, as between the Premises and other tracts of property on which Lessee may locate Solar Facilities, no tract is considered dominant or servient as to the other.

(b) **Burdens Run With and Against the Land.** The burdens of the easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees.

ARTICLE VII. Condemnation

Section 7.1 Effect of Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Premises, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 7.2 Condemnation Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate

in any condemnation proceedings to this extent. No termination of this Lease under Section 7.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 7.2.

ARTICLE VIII. Default/Termination

Section 8.1 Events of Default

Each of the following shall constitute a "**Event of Default**" that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity, subject to the terms and conditions of Article VI.

- (i) any failure by Lessee to pay any undisputed amounts due under Article III if the failure to pay continues for thirty (30) days after written notice from Lessor;
- (ii) any other breach of this Lease by either party which continues for thirty (30) days after written notice of default from the nondefaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time, but not more than ninety (90) days.

Section 8.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peacefully surrender the Premises to Lessor and remove all Solar Facilities from the Premises at Lessee's expense within twelve (12) months after the date the Lease expires or is terminated as required pursuant to Section 4.3 of this Lease. Lessee shall pay Annual Rent to Lessor for the period until the Solar Facilities are removed from the Premises, which obligation shall survive the expiration or earlier termination hereof.

Section 8.3 Damages

Lessor acknowledges and agrees that should Lessor breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Lessor agrees that Lessee shall have the right to seek specific enforcement of this Lease. In that event, Lessor agrees that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee.

ARTICLE IX. Miscellaneous

Section 9.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual

delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Lessor: Robert E. Crowder and Wilma D. Crowder



To Lessee: Henderson Solar, LLC
c/o Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435
952.988.9000
Attention: Laura Vaughan

With a copy to: Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-1425
Attention: Daniel Yarano

Section 9.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party. Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement

It is mutually understood and agreed that this Lease constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) This Lease is made in Kentucky and shall be governed by the laws of the State of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection

with this Lease, they agree that such dispute shall be resolved in a federal court located in Kentucky.

(b) Notwithstanding anything to the contrary in this Lease, neither party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Lease.

(c) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

Section 9.5 Cooperation

Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Lessor shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Lessor agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Lessor hereunder, Lessee

shall offset the amount of such overpayments to Lessor against future payments due to Lessor from Lessee hereunder.

Section 9.7 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided. Unanticipated Project costs do not constitute a Force Majeure event.

Section 9.8 Confidentiality

The parties acknowledge that prior to the execution of this Lease, neither party may require the other party to maintain the confidentiality of any negotiations or the terms of the Agreement. After the Effective Date, however, both parties shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Agreement. Neither party will use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of the other party. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Lessor's option, Lessor and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such

provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts

This Lease may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 9.12 Memorandum of Lease

Lessor and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 9.13 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

Section 9.14 Multiple Owners

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by not less than thirty (30) days' prior written notice to Lessee signed by all parties comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor under this Lease and to provide all notices to Lessor under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect

any of the rights or remedies of Lessee under this Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

The remainder of this page is intentionally blank.

LESSEE SIGNATURE PAGE

LESSEE

Henderson Solar, LLC

By: 
Jeff Ringblom, Chief Financial Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 21 day of February, 2020, by Jeff Ringblom, the Chief Financial Officer of Henderson Solar, LLC, a Delaware limited liability company, on behalf of the limited liability company.




Notary Public

LESSOR SIGNATURE PAGE

Robert E. Crowder
Robert E. Crowder

Wilma D. Crowder
Wilma D. Crowder

STATE OF KENTUCKY)
COUNTY OF Webster) ss.

The foregoing instrument was acknowledged before me this 17 day of Jan 2020 (year), by Robert E. Crowder and Wilma D. Crowder, husband and wife.

Casie M Corbett

(Signature of person taking acknowledgment)

(Title or Rank): Ky State @ Large

(Serial number, if any): 613807



EXHIBIT A

DESCRIPTION OF PROPERTY

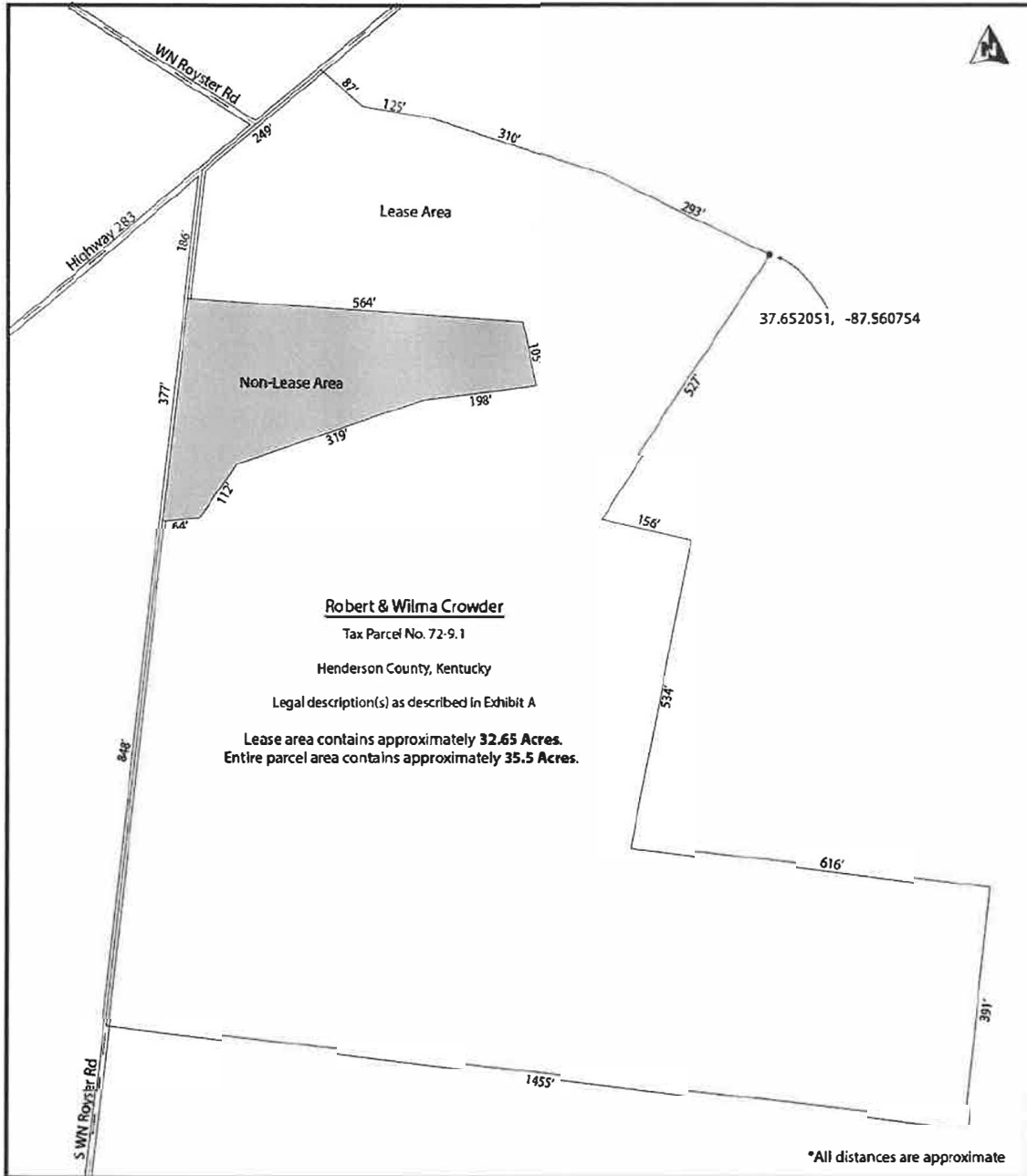
Tax Parcel No.: 72-9.1

Being a portion of the same property conveyed from Robert E. Crowder and Wilma D. Crowder, husband and wife; James A. Denton and Lucille Regina Denton, husband and wife; John P. Robards and Nettie F. Robards, husband and wife to Robert E. Crowder and Wilma D. Crowder, husband and wife, by Deed dated October 9, 2002 and recorded on October 11, 2002 at Book 517, Page 812 in the office of the Recorder of Deeds for Henderson County, Kentucky.

The parcel contains approximately 35 acres.

EXHIBIT A-1

SITE PLAN



LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“**Lease**”) is made on February 21, 2020 (the “**Effective Date**”) by and between Marcus Lee Eakins IV as Executor of the Estate of Marion Lee Eakins III, and as Successor Trustee of the Marion Lee Eakins III Trust under Trust Agreement dated May 5, 2007 (collectively “**Lessor**”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns (“**Lessee**”).

RECITALS

A. Lessor owns that certain real property located in Henderson County, Kentucky and legally described on the attached Exhibit A (the “**Property**”).

B. Lessee is desirous of developing a solar energy project on the Premises (the “**Project**”), and Lessor desires to lease a portion of the Property (as more fully described herein, the “**Premises**”) to Lessee for that purpose.

C. Lessor is willing to lease and grant certain easement rights in the Premises to Lessee, and Lessee is willing to lease and obtain certain easement rights in the Premises from Lessor, all as more fully described below.

KEY TERMS

Development Period	5 years
Construction Period	2 years
Extended Term	25 years
Renewal Terms (3, each)	10 years

AGREEMENT

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree that the above recitals are true and correct in all material respects and are incorporated herein by reference, and further agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Lessor leases to Lessee, and Lessee leases from Lessor, the Premises, as identified on the site plan attached hereto as Exhibit A-1 (the “**Site Plan**”), for the purpose of development and use of a solar facility, including but not limited to monitoring, testing and evaluating the Premises for solar energy generation; activities related to the production of solar energy including constructing, installing, using, maintaining, operating, replacing, relocating and removing solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities,

telecommunications equipment, power generation facilities to be operated in conjunction with solar panel installations, including roads, and solar energy measurement equipment, fencing, and related facilities and equipment (hereinafter “**Solar Facilities**”). Such Solar Facilities shall be installed in compliance with Article VI. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for solar energy purposes. For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

(b) Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Solar Facilities. Lessee shall consult with Lessor on Lessee’s site development plan prior to construction on the Premises, showing Lessor the proposed locations of Solar Facilities before making its final decisions as to locations of Solar Facilities on the Premises; provided, however, that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the term of this Lease.

(c) Lessor hereby grants to Lessee, for the Term (as defined below), easements over, under, upon and across and on the Premises (1) for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the “**Access Easement**”). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Premises, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(d) Lessor shall retain the exclusive right to use the portion of the Property not included within the Premises except for the Access Easement.

(e) Notwithstanding any provision to the contrary, Lessee reserves the right to reduce the size of the Premises, at any time during the Term, to that amount of acreage needed for the installation of the Solar Facilities, as described herein, to be selected and further identified with an amended description and site plan, at a future date, all at Lessee’s sole discretion. Upon Lessee’s exercise of its right to reduce the size of the Premises, all reference to Premises in this Lease shall refer to the Premises as modified by the amended Site Plan, if any.

Section 1.2 Solar Easement

(a) **Solar Easement.** Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across the Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the “**Solar Easement**”) throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel is or may be located at any time from time to time (each such point referred to as a “**Site**”) and for a distance from each Site to the boundaries of the Property, together vertically through all space located above the surface of the Property, that is, one hundred eighty degrees (180°) or such greater number or

numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) **Lessor Improvements.** Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the “**Existing Homestead**”), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may remove at its sole expense trees, buildings, and other improvements (an “**Improvement**”) located on the Premises outside of the Existing Homestead. Lessor may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee’s reasonable judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Lessor has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Lessor may replace any structure or improvement located in the Property as of the Effective Date (the “**Original Structure or Improvement**”) with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the “**New Structure or Improvement**”), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Lessor would like a variance of the preceding requirements, Lessor may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee’s reasonable discretion.

ARTICLE II. Lease Term

Section 2.1 Term

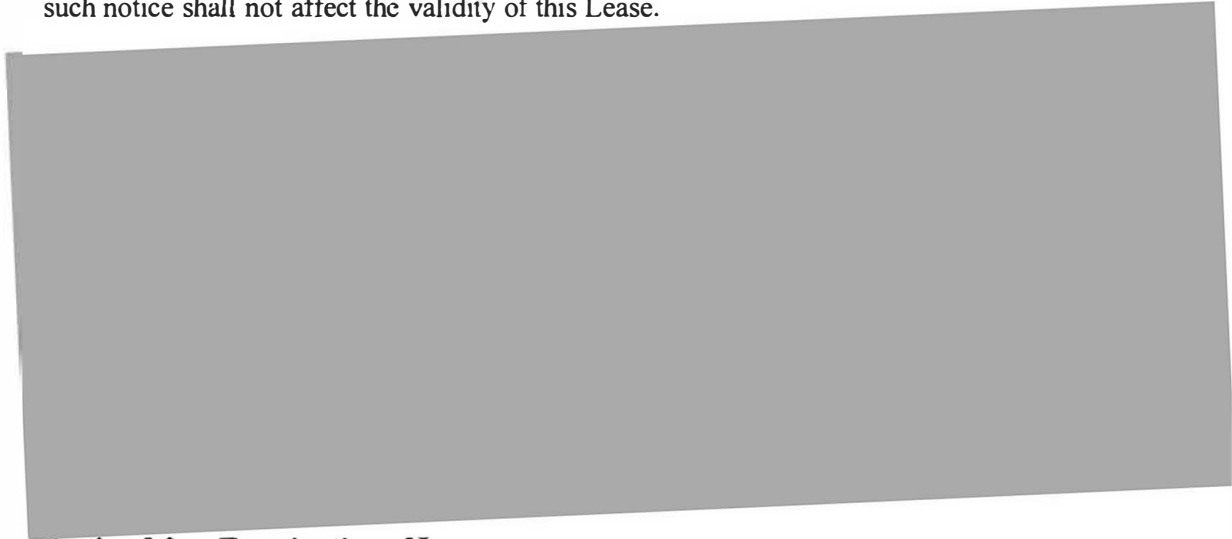
Development Period; Construction Period; Extended Term; Renewal Terms

(a) Lessee’s rights under this Lease continue throughout the term of this Lease (the “**Term**”). Initially, the Term shall be for the Development Period. The “**Development Period**” commences on the Effective Date and expires on the fifth (5th) anniversary of the Effective Date.

(b) The Lease shall automatically be extended for the Construction Period, as defined below, upon the earlier of (i) the date when construction of Solar Facilities commences in connection with the Project (“**Construction Date**”); or (ii) the date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease for the Construction Period (“**Construction Period Notice Date**”), provided that the Construction Period commences prior to the expiration of the Development Period. The Construction Period of the Lease (“**Construction Period**”) is two (2) years from the earlier of either of the Construction Date or the Construction Period Notice Date unless sooner terminated in accordance with the terms of the Lease. Lessee may record a notice of the Construction Date or the Construction Period Notice Date against the Premises to give notice of such date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(c) The Term shall automatically be extended for the Extended Term (as defined below) upon the date when the Project begins commercial operation, which shall be defined as the date of the first commercial deliveries of electrical energy to the local utility grid (“**Commercial**

Operation Date"); or (ii) the date when Lessor receives written notice from Lessee of Lessee's election to extend the term of the Lease for the Extended Term ("**Extended Term Notice Date**"), provided that the commencement of the Extended Term occurs prior to the expiration of the Construction Period. The Extended Term of this Lease ("**Extended Term**") is twenty five (25) years from the Commercial Operation Date or the Extended Term Notice Date, unless terminated earlier in accordance with the terms of this Lease. Lessee may record a notice of the Commercial Operation Date or the Extended Term Notice Date against Lessor's Property to give notice of the Construction Date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.



Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Lease:

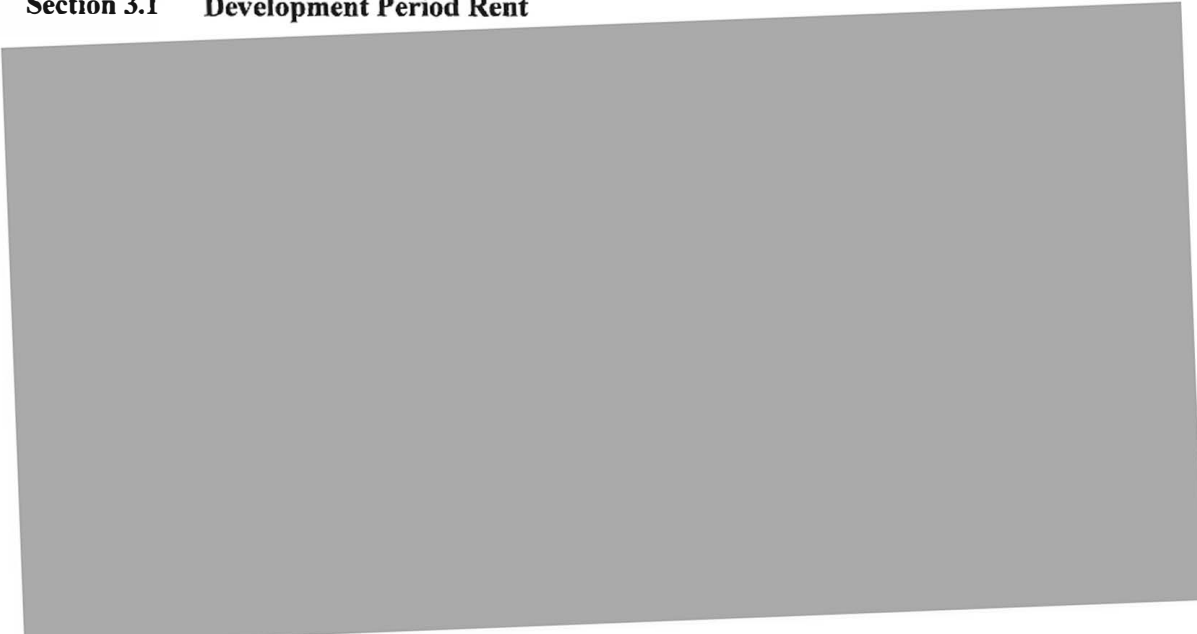
- (a) The expiration or termination of this Lease as set forth in Section 2.1; or
- (b) The written agreement of both parties to terminate this Lease; or
- (c) An uncured material breach of this Lease by either party and the election of the non-defaulting party to terminate the Lease pursuant to Article VIII; or
- (d) At the option of Lessee, thirty (30) days after Lessee's execution and delivery of written notice of termination to Lessor (as to the entire Property, or any part thereof at Lessee's option), in Lessee's sole and absolute discretion; or
- (e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VII; or
- (f) Pursuant to applicable law.

Section 2.3 Part of a Larger Project

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project.

ARTICLE III. Payments and Taxes

Section 3.1 Development Period Rent



Section 3.2 Annual Rent During Construction Period, Extended Term and Renewal Term



Section 3.3 Taxes, Assessments and Utilities

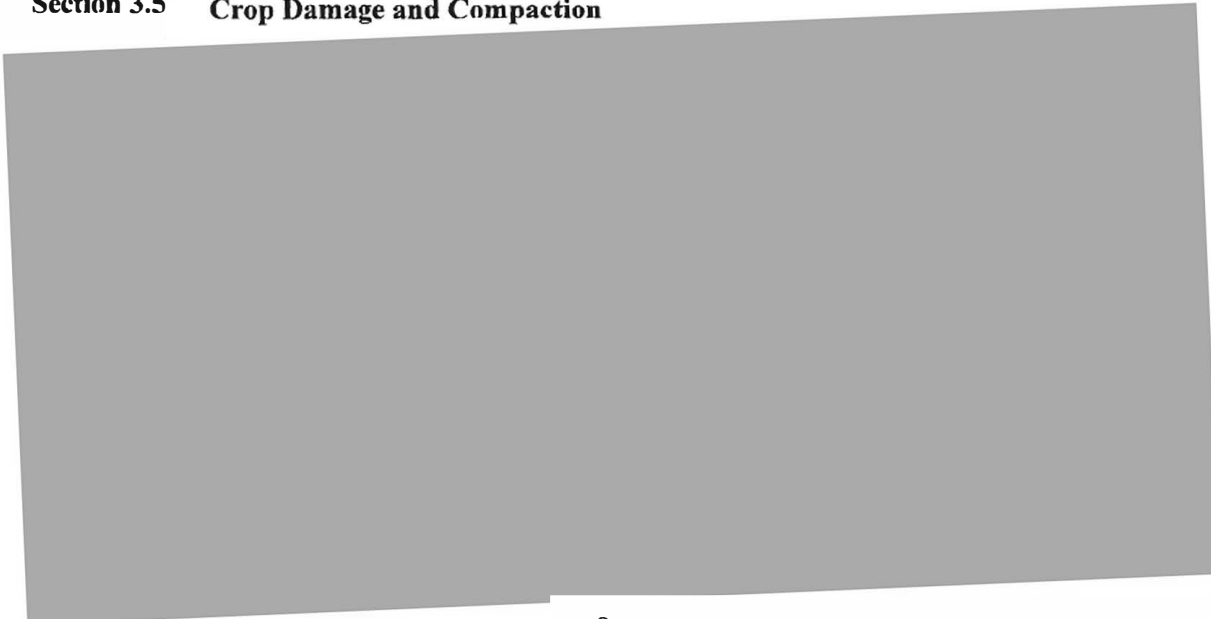




Section 3.4 Severance of Lease Payments

Lessor acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to assign payments due to Lessor under the Lease to a third party without the consent of Lessee. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction





ARTICLE IV. Lessee's Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Mechanic's Liens

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien if Lessee provides Lessor with a bond or other reasonable security to protect Lessor's interest in the Premises against any such lien, in which case Lessee shall not be required to remove the lien during the period of the contested proceeding, but will be required to remove the lien prior to Lessor's interest in the Premises being forfeited. Lessee agrees to provide for ultimate removal before it affects Lessor's rights on the Premises.

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority applicable with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "**Legal Requirements**"). Failure to comply with any such Legal Requirements shall be a default as set forth in Section 8.1. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises, Solar Facilities, or any Other Approved Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Lessor unless Lessor has specifically agreed to join the action. If Lessor agrees to join the action, Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Lessee has approved such expense in advance.

Section 4.3 Lessee's Improvements



Section 4.4 Insurance





Section 4.5 Hold Harmless.

Each party (the “**Indemnifying Party**”) agrees to defend, indemnify and hold harmless the other party and the other party’s officers, directors, employees, representatives, mortgagees and agents (collectively the “**Indemnified Party**”) against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys’ fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Property (including, as to Lessor, any operations or activities conducted on the Property by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Lease.

Section 4.6 Essential Services.

Except for any competing developers of solar energy projects, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities.

Section 4.7 Hazardous Materials

Lessee shall not use, store, dispose of or release on the Property or cause or permit to exist or be used, stored, disposed of or released on the Property as a result of Lessee’s operations, any substance which is defined as a “hazardous substance”, “hazardous material”, or “solid waste” in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and in full compliance with all applicable laws. Lessee represents to Lessor that Lessee will indemnify and hold Lessor harmless from and against any claims related to Lessee’s use, storage, disposal of or release of any “hazardous substance,” “hazardous material,” “solid waste,” or “pollutant or contaminant” as that term is defined in KRS Chapter 224.

ARTICLE V. Lessor Covenants

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Lease, Lessor is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (a) those currently of record in the county where the Property are located, or (b) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Lease, Lessor shall, at Lessor's expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Property except those disclosed by Lessor to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Lessor's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities at no cost or expense to Lessor. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Property are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Solar Facilities to be installed or constructed on the Property or on adjacent properties that are a part of the Project. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders.

Section 5.3 Quiet Enjoyment

As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the

Premises and any grant of rights Lessor makes to any other person shall be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the direct sunlight over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities. Nothing in this paragraph shall require Lessor to restrict or control the natural growth of vegetation. Any such restriction or control of natural vegetation growth on the Property shall be at Lessee's sole expense.

Section 5.4 Exclusivity

Lessee shall have the exclusive right to use the Premises for commercial solar energy purposes. For purposes of this Lease, "commercial solar energy purposes" means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 5.5 Operation of the Solar Facilities

Lessor acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property, and will cause or emit electromagnetic and frequency interference. Lessor covenants and agrees that the Lessor shall not assert that the Solar Facilities constitute a nuisance.

Section 5.6 Maintenance of the Premises

Upon the commencement of the Construction period Lessee shall be responsible for maintaining the Premises as set forth in the Site Plan. Lessee shall maintain any roads or trails constructed by Lessee.

Section 5.7 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

ARTICLE VI. Assignment; Encumbrance of Lease

Section 6.1 Right to Encumber

(a) **Lessee Right to Mortgage Leasehold Interest.** Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral

assignment of all or any part of its interest in the Lease or rights under this Lease to any entity (“**Lender**”). No Lender shall have any obligations under this Lease until such time as it exercises its rights to acquire Lessee’s interests subject to the lien of Lender’s mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) **Notice.** Lessee shall notify Lessor of the identity and notice address for any Lender. Lessor and Lessee agree that, once all or any part of Lessee’s interests in the Lease are mortgaged or assigned to a Lender. Except as provided in Section 6.1(d), Lessor and Lessee will not modify or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Lessee Default.** Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Lease, and any such payment, act or thing performed by Lender shall be effective to prevent an Event of Default by Lessee and any forfeiture of any of Lessee’s rights under this Lease as if done by Lessee itself.

(d) **Notice from Lessor to Lender in Case of Lessee Default.** During the time all or any part of Lessee’s interests in this Lease are mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from receipt of such notice to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee’s interest or otherwise take possession of Lessee’s interest under this Lease in order to cure the default, Lessor shall not terminate this Lease and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee’s interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee’s interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(e) **Recognition of Lender as Successor.** The acquisition of all or any part of Lessee’s interests in the Lease by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute an Event of Default or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee’s proper successor under this Lease upon Lender’s cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) **New Lease.** If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor may agree, upon request by any Lender within sixty (60) days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this

Lease, (ii) shall be for a term equal to the remainder of the Term before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Lease (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender, shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Lease but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 6.2 Assignment of Lessee's Interest

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessor's consent, to do any of the following with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the Solar Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the Term of this Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section 6.3 Continuing Nature of Obligations

(a) **Benefits are "In Gross"**. The easements and related rights granted by Lessor in this Lease to Lessee are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Lessee, and its successors and assigns, as owner of the rights created by the easements granted herein. Such easements and other rights granted Lessee by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights and, as between the Premises and other tracts of property on which Lessee may locate Solar Facilities, no tract is considered dominant or servient as to the other.

(b) **Burdens Run With and Against the Land**. The burdens of the easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and

related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees.

ARTICLE VII. Condemnation

Section 7.1 Effect of Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Premises, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 7.2 Condemnation Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 7.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 7.2.

ARTICLE VIII. Default/Termination

Section 8.1 Events of Default

Each of the following shall constitute a "**Event of Default**" that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity, subject to the terms and conditions of Article VI.

- (i) any failure by Lessee to pay any undisputed amounts due under Article III if the failure to pay continues for thirty (30) days after written notice from Lessor;
- (ii) any other breach of this Lease by either party which continues for thirty (30) days after written notice of default from the nondefaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time, but not more than ninety (90) days.

Section 8.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Solar Facilities from the Premises at Lessee's expense within twelve (12) months after the date the Lease expires or is terminated as required pursuant to Section

4.3 of this Lease. Lessee shall pay Annual Rent to Lessor for the period until the Solar Facilities are removed from the Premises, which obligation shall survive the expiration or earlier termination hereof.

Section 8.3 Damages

Lessor acknowledges and agrees that should Lessor breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Lessor agrees that Lessee shall have the right to seek specific enforcement of this Lease. In that event, Lessor agrees that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee.

ARTICLE IX. Miscellaneous

Section 9.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Lessor: The Estate of Marion Lee Eakins III
 c/o Marcus Lee Eakins IV, Executor



To Lessee: Geronimo Solar Energy, LLC
 c/o Geronimo Energy, LLC
 7650 Edinborough Way, Suite 725
 Edina, MN 55435
 952.988.9000
 Attention: Laura Vaughan

With a copy to: Fredrikson & Byron, P.A.
 200 South Sixth Street, Suite 4000
 Minneapolis, Minnesota 55402-1425
 Attention: Daniel Yarano

Section 9.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party.

Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party. Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement

It is mutually understood and agreed that this Lease constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) This Lease is made in Kentucky and shall be governed by the laws of the State of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, they agree that such dispute shall be resolved in a federal court located in Kentucky.

(b) Notwithstanding anything to the contrary in this Lease, neither party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Lease.

(c) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

Section 9.5 Cooperation

Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective parties. If, at any

time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Lessor shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Lessor agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Lessor hereunder, Lessee shall offset the amount of such overpayments to Lessor against future payments due to Lessor from Lessee hereunder.

Section 9.7 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided. Unanticipated Project costs do not constitute a Force Majeure event.

Section 9.8 Confidentiality

The parties acknowledge that prior to the execution of this Lease, neither party may require the other party to maintain the confidentiality of any negotiations or the terms of the Agreement. After the Effective Date, however, both parties shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Agreement. Neither party will use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of the other party. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative

energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Lessor's option, Lessor and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts

This Lease may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 9.12 Memorandum of Lease

Lessor and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 9.13 Multiple Owners

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by not less than thirty (30) days' prior written notice to Lessee signed by all parties comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor under this Lease and to provide all notices to Lessor under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or

remedies of Lessee under this Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

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LESSEE SIGNATURE PAGE

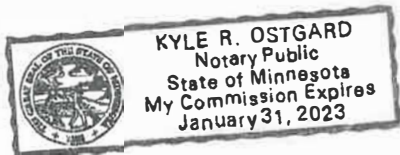
LESSEE

Geronimo Solar Energy, LLC

By: 
Jeff Ringblom, Chief Financial Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 21 day of February, 2020 by Jeff Ringblom, the Chief Financial Officer of Geronimo Solar Energy, LLC, a Minnesota limited liability company, on behalf of the limited liability company.




Notary Public

EXHIBIT A**DESCRIPTION OF PROPERTY**

Tax Parcel Nos.: 71-34; 71-35; 71.35.1; 71-36; 71-40; 71-42; 72-27

The following land in the Robards Station section of Henderson County, Kentucky, more particularly described as follows, to-wit:

Share No. 6 or Tract 6 of the division of Lee Eakins land; Beginning at a stake corner with Share No. 5 in Dock Denton Heirs line; running S. 87° 49' E 1572 feet to a post corner with Dock Denton Heirs in C. E. Royster line; thence N 8° 32' E, 960 feet to a stake corner with Lee Eakins, Jr., 69-acre tract; thence N, 87° W 1668 feet to stake corner with Share No. 5 in Lee Eakins, Jr. line S 3° 45' W. 950 feet to the place of beginning, containing 35.4 acres. A plat of division of the land of Lee Eakins is recorded in the Henderson County Court Clerk's Office in Deed Book 185, at Page 110.

Being the same property conveyed to Ethel May Harland, first party herein, by Wade R. Eakins and others by deed dated March 19, 1957, of record in Deed Book 185, at page 115, Henderson County Court Clerk's office.

LESS the following described tract sold off by Ethel May Harland, unmarried, to Lee Eakins, III, by deed dated March 19, 1957, of record in Deed Book 185, at page 122, said Clerk's office: 10 acre tract off of north side of Share 6 as follows: Beginning at a stake corner with Share No. 5 in the line of 69-acre tract of Lee Eakins, Jr., runs S 87° E 1668 feet to stake, corner with 69-acre tract in C.E. Royster line; thence S 8° 32' W 265 feet to stake corner with remainder of Share No. 6; thence N 87° W 1647 feet to a stake corner in the line of 10-acre tract of Lee Eakins, III, as cut off from Share 5; thence with said tract N 3° 45' E 263 feet to the place of beginning, containing 10 acres.

Being Lot #2 of the division of the Beatrice Book tract: Beginning at a point in the center of Coal Mine Road at a corner of Lot Nd. 1 this division and being N. 21° 20' W. 498 feet from the corner with Lee Eakins III corner; thence N. 21° 20' w. 589 feet with the Road to a point corner with Lot No. 3; thence N. 87° 22' W. 1040 feet with the line of Lot No. 3 to Wade Eakins line; thence S. 2° 54' W. 535 feet with Wade Eakins to the line of lot No. 1; thence S. 87° 17' E. 1283 feet with Lot No. 1 to the point of beginning and containing 14.10 acres by calculation of survey of C. P. Scheller, Ky. L. S. 324, Henderson, Kentucky. The division line between Lot No. 2 and Lots No. 1 and No. 3 has not been installed in the field. A copy of the plat made by the surveyor of the division of the Beatrice Book tract of land is recorded as a part of the deed in Deed Book 313, Page 436, Henderson County Court Clerk's Office.

Being part of the same real property conveyed to Beatrice Book by Frederick James Eakins, et al, by deed dated March 19, 1957, of record in Deed Book 185, Page 134, Henderson County Court Clerk's Office. Said Beatrice Book died intestate on February 7, 1978 and left surviving her three children: Hampton L. Book; Patricia Ann Wallace and Evelyn R. Igleheart and a granddaughter,

Sharon E. Speaks, as her only heirs at law. See Affidavit of Descent of Beatrice Book of record in Deed Book 313, Page 430, said Clerk's Office. By deed dated May 12, 1979, of record in Deed Book 313, Page 436, Hampton L. Book and wife, Patricia Ann Wallace and husband and Sharon E. Speaks and husband conveyed all their interest in the above described real property to Grantor, Evelyn R. Igleheart.

Being Lot #3 of the division of the Beatrice Book tract: Beginning at a point in the center of Coal Mine Road at a corner of Lot No. 2 of this division and being N. 21 ° 20' W. 1087 feet from Lee Eakins III corner; thence N. 21 ° 20' W. 801.7 feet with the Road to a corner with another tract of Lee Eakins III, formerly Weldon; thence S. 67 ° 21' W. 379.3 feet to a fence post corner with Lee Eakins III other tract and fence and passing at 16.5 feet a 2 foot oak on line; thence N. 40 ° 49' W. 527.9 feet with Lee Eakins III other tract and fence, to an old fence post and pin in a ditch at a corner with Wade Eakins; thence S. 2 ° 54' W. 954 feet with Wade Eakins to the line of Lot No. 2; thence S. 87° 22' E. 1040 feet with Lot No. 2 to the point of beginning and containing 14.28 acres by calculation of survey of C. P. Scheller, Ky. L. S. 324, Henderson Kentucky. The division line between Lot No. 2 and No. 3 has not been installed in the field. A copy of the plat made by the surveyor of the division of the Beatrice Book tract of land is recorded as a part of the deed in Deed Book 313, Page 431, Henderson County Court Clerk's Office.

Being part of the same real property conveyed to Beatrice Book by Frederick James Eakins, et al, by deed dated March 19, 1957, of record in Deed Book 185, Page 134, Henderson County Court Clerk's Office. Said Beatrice Book died intestate on February 7, 1978 and left surviving her three children: Hampton L. Book, Patricia Ann Wallace and Evelyn R. Igleheart, and a granddaughter, Sharon E. Speaks, as her only heirs at law. See Affidavit of Descent of Beatrice Book of record in Deed Book 313, Page 430, said Clerk's Office. By deed dated May 12, 1979, of record in Deed Book 313, Page 431, Patricia Ann Wallace and husband, Evelyn R. Igleheart and husband and Sharon E. Speaks and husband conveyed all their interest in the above described real property to Grantor, Hampton L. Book.

The following described lot or parcel of ground in the Robards Station Section of Henderson County, Kentucky, more particularly described as follows:

Being Lot No. 1 of the division of the Beatrice Book tract: Beginning at a point in the center of Coal Mine Road at a corner with Lee Eakins III; thence N 21 ° 20' W 498 feet with the center of the road to a point corner with Lot No. 2; thence N 87° 17' W 1283 feet with the line of Lot No. 2 to the line of Wade Eakins; thence S 2° 54' W 453 feet with Wade Eakins to Lee Eakins III line and fence; thence S 87° 15' E 1490.6 feet with Eakins III to the point of beginning and containing 14.43 acres by calculation of survey of C.P Scheller, Ky. L. S. 324, Henderson, Kentucky. The division line between Lot No. 1 and No. 2 has not been installed in the field.

Being the same property conveyed to Patricia Ann Wallace who is one and the same person as Patricia J. Wallace by deed of Beatrice Book, Widow, dated June 26, 1969, of record in Deed Book 264 page 257 in the office of the Henderson County Court Clerk.

Beginning at a steel pin on the west side of Coal Mine Street, 25.0 feet from the center line of the pavement, and 30.0 feet south of the center line of the pavement of Ky. Highway 416, thence with

the south right of way of Ky. 416 S. $71^{\circ} 19' 1''$ w. 297.5 feet to a pin, and s 77° , 48' w. 273.3 feet to a point said point is s. $12^{\circ} 12' 1''$ E 12.0 feet from a pin in the fence, and s. $85^{\circ} 42' W$ 927.5 feet to a point, said point is s. $4^{\circ} 18' E$ 9.0 feet from a pin in the fence, and s. $86^{\circ} 47' W$ 763.3 feet to a pin in the south right of way line of Ky. 416 and the east right of way line of Ky. Highway 283 and 30.0 feet from the center line of each, thence s. $6^{\circ} 06' 1'' W$ 210.s-feet with Ky. 283 to a pin at a corner with Wade E. Eakins, said pin is s. $83^{\circ} 56' E$ 44.9 feet from the S.E. earner of a culvert head wall, thence S $83^{\circ} 56' E$ 1954.5 feet with Wade Eakins' fence and line to a pin in a ditch corner with Tract No. 4, 10.9 acres in the division of Beatrice Book tract, thence S $37^{\circ} 43' E$ 525.7 feet to a rail road Tie, and N. $70^{\circ} 29' E$ 354.4 feet to a point 8 feet s $70^{\circ} 25' W$ of a 2 foot oak on the west side of coal Mine Street, both calls with Tract No. 4, thence N. $19^{\circ} 05' 1'' w$ 1036.1 feet with the Street to the point of beginning and containing 26.97 acres by calculation of survey of C. P. Scheller, Ky. L.S. 324 Sept. 30, 1968. There are two houses on the northeast corner of this property.

Being a part of the same real property conveyed to Lola Weldon, wife of E. u. Weldon, by deed from Odie Duncan, et al, dated the 21st day of April, 1937, and of record in Deed Book 88 at page 358 and deed from Mrs. W. D. Devasher, et al to E. U. Weldon dated the 21st day of June, 1941, of record in Deed Book 109 at page 119, Henderson County Court Clerk's Office.

The within named Lola Weldon and E. U. Weldon the Grantees as set out in the above sources were the parents of the Granter herein. E. Wade Weldon, E. U. Weldon died intestate a resident of Henderson County, Kentucky, on July 13, 1961, and left surviving him his widow, Lola Weldon, and one son, E. Wade Weldon, as his only heirs at law. See Affidavit of Descent of record in Book 237 at page 625. Also Affidavit of Descent for Lola Duncan Weldon, who died intestate a resident of Central City, Kentucky, on November 20, 1967, and who left as her only surviving heir, the Granter herein, E. Wade Weldon, which Affidavit is of record in Deed Book 234, at page 171.

Beginning at a stake on the east right-of-way line of the State Highway, runs S 87, E 3639 feet to a stake corner in Clarence Royster's line; thence N 10.30, E 300 feet to a stake in the center of the Sebree and Robards Road corner with Clarence Royster and Lee Eakins; thence with road N. 21.15, W 580 feet to a stake corner with Lee Eakins; thence N 87, W 3480 feet to the east right-of-way line of State Highway; thence with same S 3, W 839 feet to the beginning and containing 69 acres.

This is the home tract where Lucille W. Eakins resides, including the dwelling and buildings on same, and all contents and furnishings in said dwelling and buildings are included in this conveyance.

The above description is taken from the Field Notes of J. V. Poole & Sons, C.E. and said survey made Sept. 15, 1938.

Beginning at a post corner with Henry Powell in south side street runs S 67, W 193 feet to a stake in coal mine road, corner with Lee Eakins; thence with said road S 22, E 1058 feet to a stake corner with Boyd Wise in Lee Eakins line; thence N 67.15 E 276 feet to a post corner with Boyd Wise; thence S 21.45, E 495 feet to post, corner with Mrs. Tom Davis; thence S 67.15,

W 278 feet to a stake in mine road, corner with Mrs. Tom Davis in Lee Eakins line; thence S 21.45, E 920 feet to a stake in said road; thence with same S 86, E 459 feet to a stake in road in the L & N

RR right-of-way line; thence with the railroad right-of-way line N 10.33, W 700 feet; N 15.50, W 200 feet; N 18.45, W 200 feet; N 21.15, W 300 feet; N 24.15, W 278 feet; N 21.39, W 810 feet to a post, corner with Tom Patton in the railroad right-of-way; thence S 70.08, W 280 feet to a post, another corner with Tom Patton; thence N 24.47, W 14 feet to a post, corner with Henry Powell in Tom Patton's line; thence S 67.49, W 111 feet to a post, corner with Henry Powell; thence N 23.15, W 185 feet to the beginning, containing 27 acres.

The above description taken from Field Notes J.V. Poole & Son, C.E. Survey made Oct. 10, 1938. Being the same real property conveyed to Lee Eakins and wife, Lucille W. Eakins, jointly with right of survivor-ship, by deed from Myrna B. Cavanah, Trustee, dated June 15, 1977, and recorded in Deed Book 295, page 617, Henderson County Court Clerk's Office. The said Lee Eakins is now deceased, and by the terms of the aforesaid deed Lucille W. Eakins became the sole owner thereof.

Share 5 or tract 5 of the division of Lee Eakins' land. Beginning at a stake corner with Dock Denton heirs, runs south 1° 52' west 460 feet to a stake corner with share no. 4 in Dock Denton heirs line; thence north 83° west 906 feet to stake corner with share no. 5 and Lee Eakins, Jr.; thence north 3° 45' east 1336 feet to stake corner with Lee Eakins, Jr., 23.09 acre tract in the line of his 69-acre tract; thence south 87° 0' east 1208 feet to stake corner with share no. 6 and Lee Eakins, Jr., line; thence with share no. 6 south 3° 45' west 950 feet to a stake corner with lot no. 6 in Dock Denton heirs line; thence north 87° 49' west 346 feet to the place of beginning containing 35.4 acres. A plat of division is recorded in the Henderson County Court Clerk's Office in Deed Book 185 at page 110.

Being the same property conveyed to Luna Cotton by Frederick James Eakins and others by deed dated March 19, 1957 of record in Deed Book 185 at page 111, and the interests conveyed hereby were inherited by the GRANTORS from Luna Cotton, deceased as shown by affidavit of descent of record in Deed Book 216 at page 222 all in the office of the Henderson County Court Clerk.

Share No. 4 of the division of the Lee Eakins land. Beginning at a stake in the east right of way line of Ky. State Highway No. 283, corner with Lee Eakins, Jr. 23.09 acres tract, runs with said right of way line S 2 degrees 32 minutes W 980 feet to a post, corner with J.W. Pruitt; thence S. 88 degrees 50 minutes

E 1638 feet to a stone, corner with J.W. Pruitt and Dock Denton Heirs; thence N 1 degree 52 minutes E 864 feet to a stake, corner with Share No. 5 in Dock Denton Heirs line; thence with Share No. 5 N 83 degrees W 906 feet to a stake, corner with Share No. 5 and Lee Eakins, Jr.; thence N 88 degrees 50 minutes W 735 feet to the place of beginning, containing 35.4 acres, more or less.

LESS AND EXCEPT. therefrom the following described land which was previously conveyed to Luna Cotton by deed from Katie Wilkinson and her husband, William Wilkinson, dated March 19, 1957, of record in Deed Book 185, page 125, in the Henderson County Court Clerk's Office, to wit:

Beginning at a stake, corner with Share No. 5 and the 23.09 acre tract of Lee Eakins, Jr., runs S 83° E 906 feet to a stake, in the line of Dock Denton Heirs; thence S 1°-52' W 246 feet to a stake,

corner with the remainder of Share No. 4; thence N 86° W 1630 feet to a stake, corner with the remainder of Share No. 4 in the east right of way line of Ky. State Highway No. 283; thence with said right of way line N 2°-32' E 246 feet to a stake, corner with 23.09 acre tract of Lee Eakins, Jr.;

thence with said tract S 88°-50' E 735 feet to the place of beginning, containing 10 acres.

Being the same property devised to John F. Eakins, Jr. by the Last Will and Testament of Katha E. Wilkinson, deceased, of record in Will Book 3-A , page 7, in the Henderson County Court Clerk's Office. Under the provisions of said Will, the above described property was devised to William A. Wilkinson for life, with the remainder in fee simple to the said John F. Eakins, Jr. The said William A. Wilkinson died in 1981, thereby vesting John F. Eakins, Jr. with the sole fee simple title to said property.

The parcels contain 252.79 acres more or less.

EXHIBIT A-1

SITE PLAN



LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“**Lease**”) is made on August 27, 2019 (the “**Effective Date**”) by and between Jacob Junior Yoder and Eunice Anne Yoder, Co-Trustees under the Jacob Junior Yoder and Eunice Anne Yoder Family Living Revocable Trust (“**Lessor**”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns (“**Lessee**”).

RECITALS

A. Lessor owns that certain real property located in Webster County, Kentucky and legally described on the attached Exhibit A (the “**Property**”).

B. Lessee is desirous of developing a solar energy project on the Premises (the “**Project**”), and Lessor desires to lease a portion of the Property (as more fully described herein, the “**Premises**”) to Lessee for that purpose.

C. Lessor is willing to lease and grant certain easement rights in the Premises to Lessee, and Lessee is willing to lease and obtain certain easement rights in the Premises from Lessor, all as more fully described below.

KEY TERMS

Development Period	5 years
Construction Period	2 years
Extended Term	25 years
Renewal Terms (3, each)	10 years

AGREEMENT

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree that the above recitals are true and correct in all material respects and are incorporated herein by reference, and further agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Lessor leases to Lessee, and Lessee leases from Lessor, the Premises, as identified on the site plan attached hereto as Exhibit A-1 (the “**Site Plan**”), for the purpose of development and use of a solar facility, including but not limited to monitoring, testing and evaluating the Premises for solar energy generation; activities related to the production of solar energy including constructing, installing, using, maintaining, operating, replacing, relocating and removing solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with

solar panel installations, including roads, and solar energy measurement equipment, fencing, and related facilities and equipment (hereinafter "**Solar Facilities**"). Such Solar Facilities shall be installed in compliance with Article VI. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for solar energy purposes. For purposes of this Lease, "solar energy purposes" means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

(b) Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Solar Facilities. Lessee shall consult with Lessor on Lessee's site development plan prior to construction on the Premises, showing Lessor the proposed locations of Solar Facilities before making its final decisions as to locations of Solar Facilities on the Premises; provided, however, that Lessee shall make all such final siting decisions in Lessee's sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the term of this Lease.

(c) Lessor hereby grants to Lessee, for the Term (as defined below), easements over, under, upon and across and on the Property (1) for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the "**Access Easement**"). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Property, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(d) Lessor shall retain the right to use the portion of the Property not included within the Premises.

(e) Notwithstanding any provision to the contrary, Lessee reserves the right to reduce the size of the Premises, at any time during the Term, to that amount of acreage needed for the installation of the Solar Facilities, as described herein, to be selected and further identified with an amended description and site plan, at a future date, all at Lessee's sole discretion. Upon Lessee's exercise of its right to reduce the size of the Premises, all reference to Premises in this Lease shall refer to the Premises as modified by the amended Site Plan, if any.

Section 1.2 Solar Easement

(a) **Solar Easement.** Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across the Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the "**Solar Easement**") throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel is or may be located at any time from time to time (each such point referred to as a "**Site**") and for a distance from each Site to the boundaries of the Property, together vertically through all space located above the surface of the Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along

the surface from each point along the exterior boundary of the Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) **Lessor Improvements.** Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the “**Existing Homestead**”), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an “**Improvement**”) located on the Property outside of the Existing Homestead. Lessor may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee’s sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Lessor has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Lessor may replace any structure or improvement located in the Property as of the Effective Date (the “**Original Structure or Improvement**”) with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the “**New Structure or Improvement**”), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Lessor would like a variance of the preceding requirements, Lessor may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee’s sole discretion.

ARTICLE II. Lease Term

Section 2.1 Term

Development Period; Construction Period; Extended Term; Renewal Terms

(a) Lessee’s rights under this Lease continue throughout the term of this Lease (the “**Term**”). Initially, the Term shall be for the Development Period. The “**Development Period**” commences on the Effective Date and expires on the fifth (5th) anniversary of the Effective Date.

(b) The Lease shall automatically be extended for the Construction Period, as defined below, upon the earlier of (i) the date when construction of Solar Facilities commences in connection with the Project (“**Construction Date**”); or (ii) the date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease for the Construction Period (“**Construction Period Notice Date**”), provided that the Construction Period commences prior to the expiration of the Development Period. The Construction Period of the Lease (“**Construction Period**”) is two (2) years from the earlier of either of the Construction Date or the Construction Period Notice Date unless sooner terminated in accordance with the terms of the Lease. Lessee may record a notice of the Construction Date or the Construction Period Notice Date against the Premises to give notice of such date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(c) The Term shall automatically be extended for the Extended Term (as defined below) upon the date when the Project begins commercial operation, which shall be defined as the date of the first commercial deliveries of electrical energy to the local utility grid (“**Commercial Operation Date**”); or (ii) the date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease for the Extended Term (“**Extended Term Notice Date**”),

provided that the commencement of the Extended Term occurs prior to the expiration of the Construction Period. The Extended Term of this Lease (“**Extended Term**”) is twenty five (25) years from the Commercial Operation Date or the Extended Term Notice Date, unless terminated earlier in accordance with the terms of this Lease. Lessee may record a notice of the Commercial Operation Date or the Extended Term Notice Date against Lessor’s Property to give notice of the Construction Date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.



Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Lease:

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of both parties to terminate this Lease; or
- (c) An uncured material breach of this Lease by either party and the election of the non-defaulting party to terminate the Lease pursuant to Article VIII; or
- (d) At the option of Lessee, thirty (30) days after Lessee’s execution and delivery of written notice of termination to Lessor (as to the entire Property, or any part thereof at Lessee’s option), in Lessee’s sole and absolute discretion; or
- (e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VII; or
- (f) Pursuant to applicable law.

Section 2.3 Part of a Larger Project

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2,

and Lessee’s use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project.

ARTICLE III. Payments and Taxes

Section 3.1 Development Period Rent



Section 3.2 Annual Rent During Construction Period, Extended Term and Renewal Term



Section 3.3 Taxes, Assessments and Utilities





Section 3.4 Severance of Lease Payments

Lessor acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to assign payments due to Lessor under the Lease to a third party without the consent of Lessee. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction





ARTICLE IV. Lessee's Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Mechanic's Liens

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien if Lessee provides Lessor with a bond or other reasonable security to protect Lessor's interest in the Premises against any such lien, in which case Lessee shall not be required to remove the lien during the period of the contested proceeding, but will be required to remove the lien prior to Lessor's interest in the Premises being forfeited. Lessee agrees to provide for ultimate removal before it affects Lessor's rights on the Premises.

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority applicable with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "**Legal Requirements**"). Failure to comply with any such Legal Requirements shall be a default as set forth in Section 8.1. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises, Solar Facilities, or any Other Approved Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Lessor unless Lessor has specifically agreed to join the action. If Lessor agrees to join the action, Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Lessee has approved such expense in advance.

Section 4.3 Lessee's Improvements



Section 4.4 Insurance



Section 4.7 Hold Harmless.

Each party (the “**Indemnifying Party**”) agrees to defend, indemnify and hold harmless the other party and the other party’s officers, directors, employees, representatives, mortgagees and agents (collectively the “**Indemnified Party**”) against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys’ fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Property (including, as to Lessor, any operations or activities conducted on the Property by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Lease.

Section 4.8 Essential Services.

Except for any competing developers of solar energy projects, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities.

ARTICLE V. Lessor Covenants

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Lease, Lessor is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (a) those currently of record in the county where the Property are located, or (b) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Lease, Lessor shall, at Lessor’s expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Property except those disclosed by Lessor to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to

Lessor's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities at no cost or expense to Lessor. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Property are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Solar Facilities to be installed or constructed on the Property or on adjacent properties that are a part of the Project. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders.

Section 5.3 Quiet Enjoyment

As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the direct sunlight over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities.

Section 5.4 Exclusivity

Lessee shall have the exclusive right to use the Premises for commercial solar energy purposes. For purposes of this Lease, "commercial solar energy purposes" means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 5.5 Operation of the Solar Facilities

Lessor acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property, and will cause or emit electromagnetic and frequency interference. Lessor covenants and agrees that the Lessor shall not assert that the Solar Facilities constitute a nuisance.

Section 5.6 Maintenance of the Premises

Lessor will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Lessor will maintain all other roads or trails on the Premises.

Section 5.7 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

ARTICLE VI. Assignment; Encumbrance of Lease

Section 6.1 Right to Encumber

(a) **Lessee Right to Mortgage Leasehold Interest.** Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity ("Lender"). No Lender shall have any obligations under this Lease until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) **Notice.** Lessee shall notify Lessor of the identity and notice address for any Lender. Lessor and Lessee agree that, once all or any part of Lessee's interests in the Lease are mortgaged or assigned to a Lender, they will not modify or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Lessee Default.** Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Lease, and any such payment, act or thing performed by Lender shall be effective to prevent an Event of Default by Lessee and any forfeiture of any of Lessee's rights under this Lease as if done by Lessee itself.

(d) **Notice from Lessor to Lender in Case of Lessee Default.** During the time all or any part of Lessee's interests in this Lease are mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from receipt of such notice to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise

of due diligence, to foreclose or acquire Lessee's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(e) **Recognition of Lender as Successor.** The acquisition of all or any part of Lessee's interests in the Lease by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute an Event of Default or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) **New Lease.** If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor may agree, upon request by any Lender within sixty (60) days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Lease, (ii) shall be for a term equal to the remainder of the Term before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Lease (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender, shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Lease but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 6.2 Assignment of Lessee's Interest

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessor's consent, to do any of the following with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the Solar Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the Term of this Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such

assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section 6.3 Continuing Nature of Obligations

(a) **Benefits are “In Gross”.** The easements and related rights granted by Lessor in this Lease to Lessee are easements “in gross”, which means, among other things, that they are interests personal to and for the benefit of Lessee, and its successors and assigns, as owner of the rights created by the easements granted herein. Such easements and other rights granted Lessee by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights and, as between the Premises and other tracts of property on which Lessee may locate Solar Facilities, no tract is considered dominant or servient as to the other.

(b) **Burdens Run With and Against the Land.** The burdens of the easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees.

ARTICLE VII. Condemnation

Section 7.1 Effect of Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee’s construction, installation or operation of Solar Facilities on the Premises, at Lessee’s option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 7.2 Condemnation Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 7.1 shall affect Lessee’s right to receive any award to which Lessee is entitled under this Section 7.2.

ARTICLE VIII. Default/Termination

Section 8.1 Events of Default

Each of the following shall constitute a “**Event of Default**” that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity, subject to the terms and conditions of Article VI.

- (i) any failure by Lessee to pay any undisputed amounts due under Article III if the failure to pay continues for thirty (30) days after written notice from Lessor;
- (ii) any other breach of this Lease by either party which continues for thirty (30) days after written notice of default from the nondefaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time, but not more than ninety (90) days.

Section 8.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Solar Facilities from the Premises at Lessee’s expense within twelve (12) months after the date the Lease expires or is terminated as required pursuant to Section 4.3 of this Lease. Lessee shall pay Annual Rent to Lessor for the period until the Solar Facilities are removed from the Premises, which obligation shall survive the expiration or earlier termination hereof.


Section 8.3 Damages

Lessor acknowledges and agrees that should Lessor breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Lessor agrees that Lessee shall have the right to seek specific enforcement of this Lease. In that event, Lessor agrees that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee.

ARTICLE IX. Miscellaneous

Section 9.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier’s delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Lessor: Jacob Junior Yoder and Eunice Anne Yoder
Family Living Revocable Trust

P: _____

To Lessee: Geronimo Solar Energy, LLC
c/o Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435
952.988.9000
Attention: Laura Vaughan

With a copy to: Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-1425
Attention: Daniel Yarano

Section 9.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party. Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement

It is mutually understood and agreed that this Lease constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) This Lease is made in Kentucky and shall be governed by the laws of the State of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, they agree that such dispute shall be resolved in a federal court located in Kentucky.

(b) Notwithstanding anything to the contrary in this Lease, neither party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Lease.

(c) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

Section 9.5 Cooperation

Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Lessor shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Lessor agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Lessor hereunder, Lessee shall offset the amount of such overpayments to Lessor against future payments due to Lessor from Lessee hereunder.

Section 9.7 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided. Unanticipated Project costs do not constitute a Force Majeure event.

Section 9.8 Confidentiality

The parties acknowledge that prior to the execution of this Lease, neither party may require the other party to maintain the confidentiality of any negotiations or the terms of the Agreement. After the Effective Date, however, both parties shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Agreement. Neither party will use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of the other party. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Lessor's option, Lessor and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts

This Lease may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 9.12 Memorandum of Lease

Lessor and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 9.13 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

Section 9.14 Multiple Owners

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by not less than thirty (30) days' prior written notice to Lessee signed by all parties comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor under this Lease and to provide all notices to Lessor under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect any of the rights or remedies of Lessee under this Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

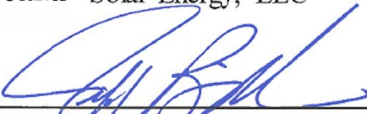
IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

The remainder of this page is intentionally blank.

LESSEE SIGNATURE PAGE

LESSEE

Geronimo Solar Energy, LLC

By: 
Jeff Ringblom, Chief Financial Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 27 day of August, 2019, by Jeff Ringblom, the Chief Financial Officer of Geronimo Solar Energy, LLC, a Minnesota limited liability company, on behalf of the limited liability company.


Notary Public



LESSOR SIGNATURE PAGE

Jacob Junior Yoder and Eunice Arne Yoder
Family Living Revocable Trust

Jacob Junior Yoder
Jacob Junior Yoder, Co-Trustee

Eunice Anne Yoder
Eunice Anne Yoder, Co-Trustee

STATE OF KENTUCKY)
) ss.
COUNTY OF Webster)

The foregoing instrument was acknowledged before me this 22nd day of August, 2019, by Jacob Junior Yoder and Eunice Anne Yoder, Co-Trustees under the Jacob Junior Yoder and Eunice Anne Yoder Family Living Revocable Trust, on behalf of the Trust.

Julie A. Parker
(Signature of person taking acknowledgment)
(Title or Rank): Notary
(Serial number, if any): 560660



EXHIBIT A

DESCRIPTION OF PROPERTY

Tax Parcel No.: 077-002-004; 077-002-006; 077-006-001; 077-006-003-001; 077-009-000

Being a portion of the same property conveyed from Jacob Junior Yoder and Eunice Anne Yoder (aka Eunice Ann Yoder), husband and wife to Jacob Junior Yoder and Eunice Anne Yoder, Co-Trustees under The Jacob Junior Yoder and Eunice Anne Yoder family Living Revocable Trust by Deed dated January 13, 2017 and recorded on March 28, 2017 at Deed Book 298/Page 298 in the office of the Recorder of Deeds for Webster County, Kentucky.

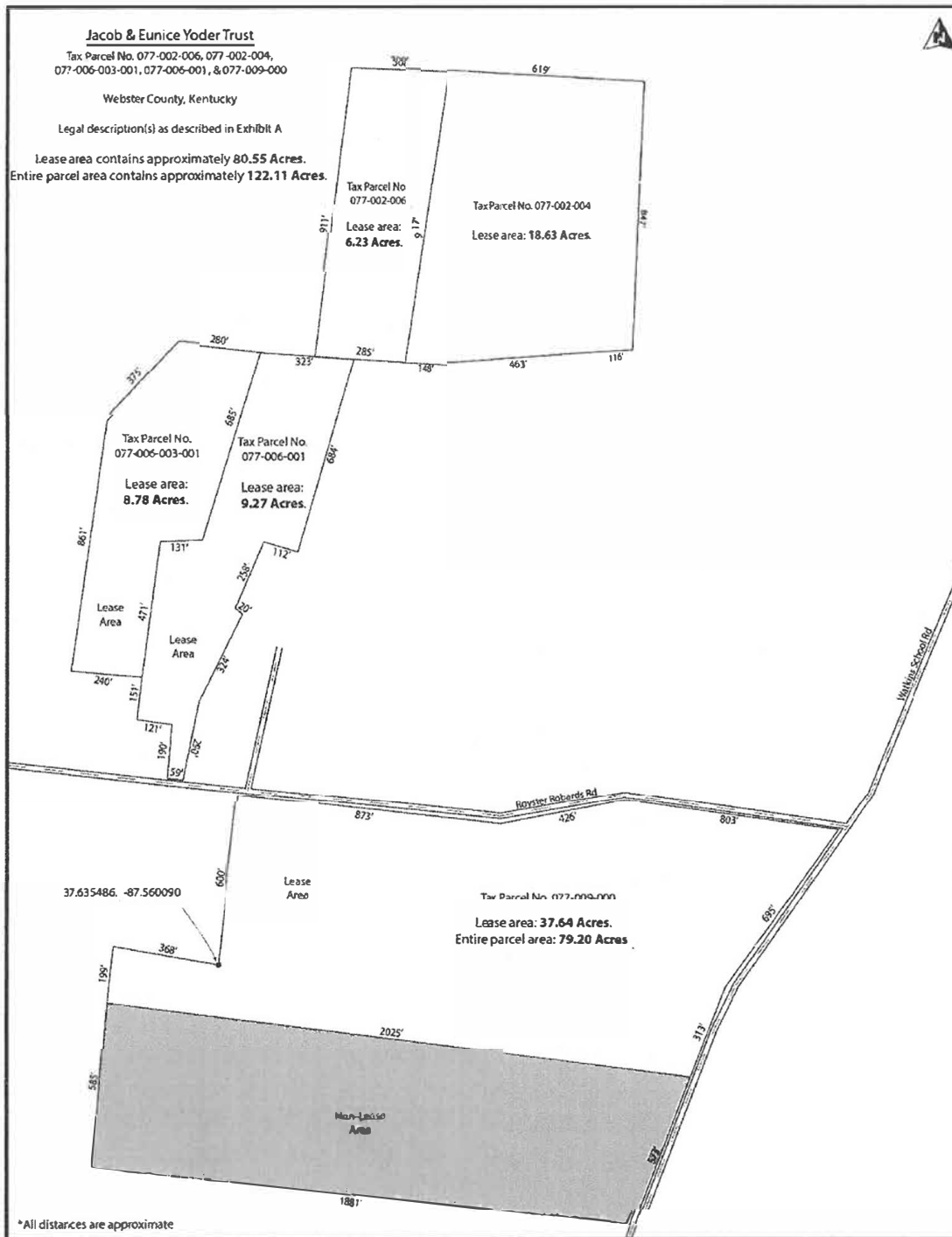
AND

Being a portion of the same property conveyed from Jacob Junior Yoder and Eunice Anne Yoder (aka Eunice Ann Yoder), husband and wife to Jacob Junior Yoder and Eunice Anne Yoder, Co-Trustees under The Jacob Junior Yoder and Eunice Anne Yoder family Living Revocable Trust by Deed dated January 13, 2017 and recorded on March 28, 2017 at Deed Book 299/Page 1 in the office of the Recorder of Deeds for Webster County, Kentucky.

The parcels contain 122.11 acres more or less.

EXHIBIT A-1

SITE PLAN



LAND LEASE AND SOLAR EASEMENT

This Land Lease and Solar Easement (“Lease”) is made on December 18, 2019 (the “Effective Date”) by and between Bill Jim Hobgood and JoAnn Hobgood, husband and wife (“Lessor”) and Henderson Solar, LLC, a Delaware limited liability company, and its successors and assigns (“Lessee”).

RECITALS

A. Lessor owns that certain real property located in Webster County, Kentucky and legally described on the attached Exhibit A (the “Property”).

B. Lessee is desirous of developing a solar energy project on the Premises (the “Project”), and Lessor desires to lease a portion of the Property (as more fully described herein, the “Premises”) to Lessee for that purpose.

C. Lessor is willing to lease and grant certain easement rights in the Premises to Lessee, and Lessee is willing to lease and obtain certain easement rights in the Premises from Lessor, all as more fully described below.

KEY TERMS

Development Period	5 years
Construction Period	2 years
Extended Term	25 years
Renewal Terms (3, each)	10 years

AGREEMENT

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee agree that the above recitals are true and correct in all material respects and are incorporated herein by reference, and further agree as follows:

ARTICLE I. Premises

Section 1.1 General

(a) **Lease of Premises for Solar Energy Purposes.** Lessor leases to Lessee, and Lessee leases from Lessor, the Premises, as identified on the site plan attached hereto as Exhibit A-1 (the “Site Plan”), for the purpose of development and use of a solar facility, including but not limited to monitoring, testing and evaluating the Premises for solar energy generation; activities related to the production of solar energy including constructing, installing, using, maintaining, operating, replacing, relocating and removing solar panels, overhead and underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities to be operated in conjunction with solar panel installations, including roads, and solar energy measurement equipment, fencing, and

related facilities and equipment (hereinafter “**Solar Facilities**”). Such Solar Facilities shall be installed in compliance with Article VI. Such activities may be conducted by Lessee, its employees, agents, licensees or permittees. Lessee shall have the exclusive right to use the Premises for solar energy purposes. For purposes of this Lease, “solar energy purposes” means converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

(b) Lessee shall use the Premises only for the construction, installation, operation, maintenance, replacement, and removal of Solar Facilities. Lessee shall consult with Lessor on Lessee’s site development plan prior to construction on the Premises, showing Lessor the proposed locations of Solar Facilities before making its final decisions as to locations of Solar Facilities on the Premises; provided, however, that Lessee shall make all such final siting decisions in Lessee’s sole discretion. Lessee has the right to relocate existing Solar Facilities upon the Premises during the term of this Lease.

(c) Lessor hereby grants to Lessee, for the Term (as defined below), easements over, under, upon and across and on the Property (1) for ingress to and egress from Solar Facilities (whether located on the Premises, on adjacent property or elsewhere) by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time (the “**Access Easement**”). The Access Easement shall include the right to improve existing roads and lanes, or to build new roads, shall run with and bind the Property, and shall inure to the benefit of and be binding upon Lessor and Lessee and their respective transferees, successors and assigns, and all persons claiming under them.

(d) Lessor shall retain the right to use the portion of the Property not included within the Premises.

(e) Notwithstanding any provision to the contrary, Lessee reserves the right to reduce the size of the Premises, at any time during the Term, to that amount of acreage needed for the installation of the Solar Facilities, as described herein, to be selected and further identified with an amended description and site plan, at a future date, all at Lessee’s sole discretion, provided that any portion of the Premises that is released by Lessee must (i) be equal to or greater than 170 acres in size, (ii) be usable by the Lessor for agricultural, grazing, or other commercial purposes and (iii) accommodate the ingress and egress of vehicles and/or equipment. Upon Lessee’s exercise of its right to reduce the size of the Premises, all reference to Premises in this Lease shall refer to the Premises as modified by the amended Site Plan, if any.

Section 1.2 Solar Easement

(a) **Solar Easement.** Lessor hereby grants and conveys to Lessee an exclusive easement on, over and across the Property for direct sunlight to any solar panels on the Premises and an exclusive easement prohibiting any obstruction of direct sunlight (collectively, the “**Solar Easement**”) throughout the entire Property to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where any solar panel is or may be located at any time from time to time (each such point referred to as a “**Site**”) and for a distance from each Site to the boundaries of the Property, together vertically through all space located above the

surface of the Property, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Property through each Site to each point and on and along such line to the opposite exterior boundary of the Property.

(b) **Lessor Improvements.** Trees, buildings and other improvements located on any contiguous, non-tillable land containing an existing home site on the Property (the “**Existing Homestead**”), as of the date of this Lease shall be allowed to remain, and Lessee may not require their removal. Lessee may require the removal of trees, buildings, and other improvements (an “**Improvement**”) located on the Property outside of the Existing Homestead. Lessor may not place or plant any Improvement on the Property after the date of this Lease which may, in Lessee’s sole judgment, impede or interfere with direct sunlight to any Solar Facilities, unless Lessor has received written approval from Lessee for any such trees, structure or improvement. Notwithstanding the foregoing, Lessor may replace any structure or improvement located in the Property as of the Effective Date (the “**Original Structure or Improvement**”) with a new structure or improvement in the exact same location that does not exceed the size and dimensions in any direction as the Original Structure or Improvement (the “**New Structure or Improvement**”), provided that such New Structure or Improvement does not impede or interfere with direct sunlight to any Solar Facilities in any way that is more detrimental to the Property than the Original Structure or Improvement. If at any time during the duration of this Lease, Lessor would like a variance of the preceding requirements, Lessor may submit a letter of request to Lessee for approval, and approval or denial of such request shall be in Lessee’s sole discretion.

ARTICLE II. Lease Term

Section 2.1 Term

Development Period; Construction Period; Extended Term; Renewal Terms

(a) Lessee’s rights under this Lease continue throughout the term of this Lease (the “**Term**”). Initially, the Term shall be for the Development Period. The “**Development Period**” commences on the Effective Date and expires on the fifth (5th) anniversary of the Effective Date.

(b) The Lease shall automatically be extended for the Construction Period, as defined below, upon the earlier of (i) the date when construction of Solar Facilities commences in connection with the Project (“**Construction Date**”); or (ii) the date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease for the Construction Period (“**Construction Period Notice Date**”), provided that the Construction Period commences prior to the expiration of the Development Period. The Construction Period of the Lease (“**Construction Period**”) is two (2) years from the earlier of either of the Construction Date or the Construction Period Notice Date unless sooner terminated in accordance with the terms of the Lease. Lessee may record a notice of the Construction Date or the Construction Period Notice Date against the Premises to give notice of such date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.

(c) The Term shall automatically be extended for the Extended Term (as defined below) upon the date when the Project begins commercial operation, which shall be defined as the date of the first commercial deliveries of electrical energy to the local utility grid (“**Commercial**

Operation Date"); or (ii) the date when Lessor receives written notice from Lessee of Lessee's election to extend the term of the Lease for the Extended Term ("**Extended Term Notice Date**"), provided that the commencement of the Extended Term occurs prior to the expiration of the Construction Period. The Extended Term of this Lease ("**Extended Term**") is twenty five (25) years from the Commercial Operation Date or the Extended Term Notice Date, unless terminated earlier in accordance with the terms of this Lease. Lessee may record a notice of the Commercial Operation Date or the Extended Term Notice Date against Lessor's Property to give notice of the Construction Date, and upon the request of Lessor shall record such notice, but a failure to record such notice shall not affect the validity of this Lease.



Lessee fails to effectively exercise an option to renew the term hereof, this Lease shall terminate and Lessee shall have no further options or rights to renew or extend the Term hereof.

Section 2.2 Termination of Lease

The occurrence of any of the following events shall terminate this Lease:

- (a) The expiration of this Lease as set forth in Section 2.1; or
- (b) The written agreement of both parties to terminate this Lease; or
- (c) An uncured material breach of this Lease by either party and the election of the non-defaulting party to terminate the Lease pursuant to Article VIII; or
- (d) At the option of Lessee, thirty (30) days after Lessee's execution and delivery of written notice of termination to Lessor (as to the entire Property, or any part thereof at Lessee's option), in Lessee's sole and absolute discretion; or
- (e) A condemnation of all or a portion of the Premises and the election of the Lessee to terminate the Lease pursuant to Article VII; or
- (f) Pursuant to applicable law.

Section 2.3 Part of a Larger Project

The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Lease including, but not limited to, the easement described in Section 1.2, and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger solar energy project with which the Premises will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Project.

ARTICLE III. Payments and Taxes

Section 3.1 Development Period Rent and Signing Payment





Section 3.3 Taxes, Assessments and Utilities





Section 3.4 Severance of Lease Payments

Lessor acknowledges and agrees that it shall not be permitted to sever the payments under the Lease, and shall not be permitted to assign payments due to Lessor under the Lease to a third party without the consent of Lessee. Upon the transfer of an interest in the Premises to an heir, legal representative, successor or assign, the payments hereunder (or the proportionate share thereof) shall inure to the benefit of such party.

Section 3.5 Crop Damage and Compaction





ARTICLE IV. Lessee's Covenants

Lessee covenants, represents and warrants to Lessor as follows:

Section 4.1 Mechanic's Liens

Lessee shall keep the Premises free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed for or furnished to Lessee or, at the request of Lessee, any Solar Facility on the Premises in connection with Lessee's use of the Premises. Lessee may contest any such lien if Lessee provides Lessor with a bond or other reasonable security to protect Lessor's interest in the Premises against any such lien, in which case Lessee shall not be required to remove the lien during the period of the contested proceeding, but will be required to remove the lien prior to Lessor's interest in the Premises being forfeited. Lessee agrees to provide for ultimate removal before it affects Lessor's rights on the Premises.

Section 4.2 Permits and Laws

Lessee and its designees shall at all times comply with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority applicable with respect to Lessee's activities pursuant to this Lease and shall obtain all permits, licenses and orders required to conduct any and all such activities (collectively, "**Legal Requirements**"). Failure to comply with any such Legal Requirements shall be a default as set forth in Section 8.1. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings brought in the name of Lessee, the validity or applicability to the Premises, Solar Facilities, or any Other Approved Facilities of any Legal Requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Lessee shall not contest any Legal Requirements in the name of Lessor unless Lessor has specifically agreed to join the action. If Lessor agrees to join the action, Lessor shall cooperate in every reasonable way in such contest, provided Lessee reimburses Lessor for its reasonable and actual out-of-pocket expense directly incurred in connection with such cooperation, to the extent Lessee has approved such expense in advance.

Section 4.3 Lessee's Improvements





Section 4.4 Insurance



Section 4.5 Hold Harmless.

Each party (the “**Indemnifying Party**”) agrees to defend, indemnify and hold harmless the other party and the other party’s officers, directors, employees, representatives, mortgagees and agents (collectively the “**Indemnified Party**”) against any and all losses, damages, claims, expenses and liabilities for physical damage to property and for physical injury to any person, including, without limitation, reasonable attorneys’ fees, to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Property (including, as to Lessor, any operations or activities conducted on the Property by any person or entity other than Lessee prior to the Effective Date) or (ii) any negligent or intentional act or omission on the part of the Indemnifying Party. This indemnification shall not apply to losses, damages, claims, expenses and liabilities to the extent caused by any negligent or intentional act or omission on the part of the Indemnified Party. This indemnification shall survive the termination of this Lease.

Section 4.6 Essential Services.

Except for any competing developers of solar energy projects, Lessee shall accommodate the reasonable development of essential services on the Property, including any electric transmission and distribution lines and associated facilities, telecommunications facilities, and rural water systems, provided that such services do not interfere with the Solar Facilities.

ARTICLE V. Lessor Covenants

Lessor covenants, represents and warrants to Lessee as follows:

Section 5.1 Title and Authority

Except to the extent otherwise stated in this Lease, Lessor is the sole owner of the Property in fee simple and each person or entity signing this Lease on behalf of Lessor has the full and unrestricted authority to execute and deliver this Lease and to grant the leaseholds, easements and other rights granted to Lessee herein. There are no encumbrances or liens against the Property except: (a) those currently of record in the county where the Property are located, or (b) those which are reflected in a title report for the Property provided to Lessee prior to execution of the Lease. To the extent that any such encumbrances or other title defects could interfere with the development, construction or operation of the Project or otherwise interfere with the rights of Lessee under this Lease, Lessor shall, at Lessor’s expense, promptly take such actions required to remove or otherwise cure any such encumbrances or defects. There are no farm or other tenancies affecting the Property except those disclosed by Lessor to Lessee in writing prior to or at the time of execution hereof. Any farm or other tenancies entered into after the date hereof shall be subject and subordinate to this Lease, and immediately terminable upon written notice to the tenant. When

signed by Lessor, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms.

Section 5.2 Cooperation to Eliminate Lien Interference

Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person or entity with a lien, encumbrance, mortgage, lease (including, but not limited to a crop lease) or other exception to Lessor's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor shall also cooperate with Lessee to obtain and maintain any permits or approvals needed for the Solar Facilities at no cost or expense to Lessor. In connection with the issuance of such permits, and to the extent allowed by (and subject to) applicable law, Lessor hereby waives any and all setback requirements, including any setback requirements described in the zoning ordinance of the county in which the Property are located or in any governmental entitlement or permit hereafter issued to Lessee, with respect to the locations of any Solar Facilities to be installed or constructed on the Property or on adjacent properties that are a part of the Project. Lessor shall also provide Lessee with such further assurances and shall execute any estoppel certificates, consents to assignments, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its lenders.

Section 5.3 Quiet Enjoyment

As long as Lessee is not in default of this Lease beyond any applicable cure period (or if no cure period is expressly set forth, a reasonable time), Lessee shall have the quiet use and enjoyment of the Premises in accordance with the terms of this Lease without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Premises and any grant of rights Lessor makes to any other person shall be only as permitted under this Lease and shall not interfere with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with any of Lessee's rights or activities pursuant to this Lease, and Lessor shall not interfere or allow interference with the direct sunlight over the Premises or otherwise engage in activities or allow any activities which might impede or decrease the output or efficiency of the Solar Facilities.

Section 5.4 Exclusivity

Lessee shall have the exclusive right to use the Premises for commercial solar energy purposes. For purposes of this Lease, "commercial solar energy purposes" means converting solar

energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

Section 5.5 Operation of the Solar Facilities

Lessor acknowledges and understands that the Solar Facilities to be located on the Premises may impact the view on the Property, and will cause or emit electromagnetic and frequency interference. Lessor covenants and agrees that the Lessor shall not assert that the Solar Facilities constitute a nuisance.

Section 5.6 Maintenance of the Premises

Lessor will maintain the Premises to the extent not occupied by Solar Facilities. Lessee shall be responsible for maintaining the Premises which are occupied by the Solar Facilities as set forth in the Site Plan. Lessee will maintain any roads or trails constructed by Lessee, and Lessor will maintain all other roads or trails on the Premises.

Section 5.7 Hazardous Materials

Lessor shall not use, store, dispose of or release on the Premises or cause or permit to exist or be used, stored, disposed of or released on the Premises as a result of Lessor's operations, any substance which is defined as a "hazardous substance", "hazardous material", or "solid waste" in any federal, state or local law, statute or ordinance, except in such quantities as may be required in its normal business operations and is in full compliance with all applicable laws. Lessor represents to Lessee that Lessor has no knowledge of any condition on the Premises that is in violation of such laws, statutes or ordinances, and that it will indemnify and hold Lessee harmless from and against any claims related to any pre-existing conditions affecting the Premises.

ARTICLE VI. Assignment; Encumbrance of Lease

Section 6.1 Right to Encumber

(a) **Lessee Right to Mortgage Leasehold Interest.** Lessee may at any time mortgage all or any part of its interest in the Lease and rights under this Lease and/or enter into a collateral assignment of all or any part of its interest in the Lease or rights under this Lease to any entity ("Lender"). No Lender shall have any obligations under this Lease until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Lessee directly.

(b) **Notice.** Lessee shall notify Lessor of the identity and notice address for any Lender. Lessor and Lessee agree that, once all or any part of Lessee's interests in the Lease are mortgaged

or assigned to a Lender, they will not modify or terminate this Lease without the prior written consent of the Lender.

(c) **Lender Right to Cure Lessee Default.** Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Lease, and any such payment, act or thing performed by Lender shall be effective to prevent an Event of Default by Lessee and any forfeiture of any of Lessee's rights under this Lease as if done by Lessee itself.

(d) **Notice from Lessor to Lender in Case of Lessee Default.** During the time all or any part of Lessee's interests in this Lease are mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default. If Lessor becomes entitled to terminate this Lease due to an uncured default by Lessee, Lessor will not terminate this Lease unless it has first given written notice of the uncured default and of its intent to terminate this Lease to the Lender and has given the Lender at least thirty (30) days from receipt of such notice to cure the default to prevent termination of this Lease. If within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease and shall permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Lessee's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose or acquire Lessee's interest shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition.

(e) **Recognition of Lender as Successor.** The acquisition of all or any part of Lessee's interests in the Lease by any Lender through foreclosure or other judicial or nonjudicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute an Event of Default or default of this Lease by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Lease upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Lease prospectively.

(f) **New Lease.** If this Lease is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor may agree, upon request by any Lender within sixty (60) days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Premises which (i) shall be effective as of the date of the rejection or termination of this Lease, (ii) shall be for a term equal to the remainder of the Term before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Lease (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease Lessee, or Lender, shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Lease but for the rejection or termination from the date of the rejection

or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Lease to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 6.2 Assignment of Lessee's Interest

Lessee and any successor or assign of Lessee shall at all times have the right, without need for Lessor's consent, to do any of the following with respect to all or any portion of the Premises for solar energy purposes: grant co-leases, separate leases, subleases, easements, licenses or similar rights (however denominated) to one or more third parties; or sell, convey, lease, assign, mortgage, encumber or transfer to one or more third parties or to any affiliate of Lessee's this Lease, or any right or interest in this Lease, or any or all right or interest of Lessee in the Premises or in any or all of the Solar Facilities that Lessee or any other party may now or hereafter install on the Premises provided that (i) any such assignment, transfer or conveyance shall not be for a period beyond the Term of this Lease; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Lease by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease to the assignee or transferee, in which event Lessee shall have no continuing liability. Upon any assignment or transfer of any or all of Lessee's interests hereunder, Lessee shall provide notice of such assignment or transfer to Lessor, together with contact information for the assignee or transferee (including name, address and phone number), but failure to provide such contact information shall not be considered a default hereunder.

Section 6.3 Continuing Nature of Obligations

(a) **Benefits are "In Gross".** The easements and related rights granted by Lessor in this Lease to Lessee are easements "in gross", which means, among other things, that they are interests personal to and for the benefit of Lessee, and its successors and assigns, as owner of the rights created by the easements granted herein. Such easements and other rights granted Lessee by Lessor in this Lease are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights and, as between the Premises and other tracts of property on which Lessee may locate Solar Facilities, no tract is considered dominant or servient as to the other.

(b) **Burdens Run With and Against the Land.** The burdens of the easements and related rights granted to Lessee in this Lease shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease and the easements and

related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and Project lessees.

ARTICLE VII. Condemnation

Section 7.1 Effect of Condemnation

If eminent domain proceedings are commenced against all or any portion of the Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of Solar Facilities on the Premises, at Lessee's option, the parties shall either amend this Lease to reflect any necessary relocation of the Solar Facilities which will preserve the value and benefit of the Lease to Lessee, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

Section 7.2 Condemnation Proceeds

All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any of the Solar Facilities or the loss of any such Solar Facilities or the use of the Premises pursuant to the Lease. Lessee shall have the right to participate in any condemnation proceedings to this extent. No termination of this Lease under Section 7.1 shall affect Lessee's right to receive any award to which Lessee is entitled under this Section 7.2.

ARTICLE VIII. Default/Termination

Section 8.1 Events of Default

Each of the following shall constitute a "**Event of Default**" that shall permit the non-defaulting party to terminate this Lease or pursue other remedies available at law or equity, subject to the terms and conditions of Article VI.

- (i) any failure by Lessee to pay any undisputed amounts due under Article III if the failure to pay continues for thirty (30) days after written notice from Lessor;
- (ii) any other breach of this Lease by either party which continues for thirty (30) days after written notice of default from the nondefaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as

the defaulting party is making diligent efforts to cure during that time, but not more than ninety (90) days.

Section 8.2 Surrender

Upon the termination or expiration of this Lease, Lessee shall peaceably surrender the Premises to Lessor and remove all Solar Facilities from the Premises at Lessee's expense within twelve (12) months after the date the Lease expires or is terminated as required pursuant to Section 4.3 of this Lease. Lessee shall pay Annual Rent to Lessor for the period until the Solar Facilities are removed from the Premises, which obligation shall survive the expiration or earlier termination hereof.

Section 8.3 Damages

Lessor acknowledges and agrees that should Lessor breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach, and therefore, Lessor agrees that Lessee shall have the right to seek specific enforcement of this Lease. In that event, Lessor agrees that Lessee has no adequate remedy at law, and that an order of specific performance may be granted in favor of Lessee.

ARTICLE IX. Miscellaneous

Section 9.1 Notice

Notices, consents or other documents required or permitted by this Lease must be given by personal delivery, reputable overnight courier or certified U.S. mail postage prepaid and shall be sent to the respective parties as follows (or at such other address as either party may designate upon written notice to the other party in the manner provided in this paragraph) and shall be deemed delivered upon actual delivery or refusal, if personally delivered, upon the date of actual

delivery or refusal shown on the courier's delivery receipt if sent by overnight courier and on the fourth business day after deposit in the U.S. mail if sent by certified mail:

To Lessor: Bill Jim Hobgood and JoAnn Hobgood



To Lessee: Henderson Solar, LLC
c/o Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435
952.988.9000
Attention: Laura Vaughan

With a copy to: Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-1425
Attention: Daniel Yarano

Section 9.2 Relationship of the Parties; No Third Party Beneficiaries

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party. Except for the rights of Lenders set forth above, no provision of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

Section 9.3 Entire Agreement

It is mutually understood and agreed that this Lease constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Lease. This Lease may not be amended except in a writing executed by both parties.

Section 9.4 Legal Matters.

(a) This Lease is made in Kentucky and shall be governed by the laws of the State of Kentucky. If the parties are unable to resolve amicably any dispute arising out of or in connection

with this Lease, they agree that such dispute shall be resolved in a federal court located in Kentucky.

(b) Notwithstanding anything to the contrary in this Lease, neither party shall be entitled to, and each of Lessor and Lessee hereby waives any and all rights to recover, consequential, incidental, and punitive or exemplary damages, however arising, whether in contract, in tort, or otherwise, under or with respect to any action taken in connection with this Lease.

(c) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS LEASE.

Section 9.5 Cooperation

Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective parties. If, at any time during the Term, Lessee deems it to be necessary or desirable to meet legal or regulatory requirements, Lessee may request that Lessor re-execute a new lease substantially in the form of this Lease with a term equal to the Term remaining as of the date of execution of the new lease, and Lessor shall execute and enter into the new lease with Lessee or its designee. In the event of inaccuracies or insufficiencies in the legal description of the Property, this Lease shall be amended to correct the inaccuracies or insufficiencies. Furthermore, Lessor agrees to negotiate in good faith to grant an easement to a utility over the Premises if needed in connection with the transmission of electricity generated by the Project.

Section 9.6 Waiver

Neither party shall be deemed to have waived any provision of this Lease or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Lease shall not be deemed a waiver with respect to any subsequent or other matter. In the event that Lessee makes any overpayments to Lessor hereunder, Lessee

shall offset the amount of such overpayments to Lessor against future payments due to Lessor from Lessee hereunder.

Section 9.7 Force Majeure

Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Lease, for any failure to perform an obligation of this Lease to the extent such performance is prevented by a Force Majeure, which shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided. Unanticipated Project costs do not constitute a Force Majeure event.

Section 9.8 Confidentiality

The parties acknowledge that prior to the execution of this Lease, neither party may require the other party to maintain the confidentiality of any negotiations or the terms of the Agreement. After the Effective Date, however, both parties shall maintain in confidence, for the benefit of the other party, all information pertaining to the financial terms of or payments under this Agreement. Neither party will use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of the other party. Notwithstanding the foregoing, each party may disclose such information to such party's lenders, attorneys, accountants and other advisors; any prospective purchaser or lessee of such party's interests in Premises; or pursuant to lawful process, subpoena or court order requiring such disclosure, provided the party making such disclosure advises the party receiving the information of the confidentiality of the information. The provisions of this Section 9.8 shall survive the termination or expiration of this Lease.

Section 9.9 Tax Credits

If under Legal Requirements the holder of a leasehold interest in the nature of that held by Lessee under this Lease becomes ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal governmental authority, then, at Lessee and Lessor's option, Lessor and Lessee may amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Premises to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive.

Section 9.10 Severability

Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such

provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

Section 9.11 Counterparts

This Lease may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 9.12 Memorandum of Lease

Lessor and Lessee shall execute in recordable form and Lessee shall have the right to record a memorandum of this Lease in a form provided by Lessee. Lessor hereby consents to the recordation of the interest of an assignee in the Premises. Upon the termination of the Lease, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such termination to Lessor.

Section 9.13 Relationship of Parties

The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Lease shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

Section 9.14 Multiple Owners

Notwithstanding anything to the contrary in this Lease or elsewhere, any obligation under this Lease for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 9.1 at the address for such party given in Section 9.1, or such other single address designated by not less than thirty (30) days' prior written notice to Lessee signed by all parties comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Property or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor under this Lease and to provide all notices to Lessor under this Lease directly to the party named in Section 9.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves. The parties comprising Lessor shall resolve any dispute they might have between themselves under this Lease or any other agreement regarding any amount paid or payable to Lessor under this Lease or the performance of any obligation owed to Lessor under this Lease and shall not join Lessee in any such dispute or interfere with, delay, limit or otherwise adversely affect

any of the rights or remedies of Lessee under this Lease in any way; provided, this will not limit the rights of Lessor under this Lease to enforce the obligations of Lessee under this Lease and so long as all parties comprising Lessor agree on pursuing such right or remedy and so notify Lessee in writing.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Effective Date.

The remainder of this page is intentionally blank.

LESSEE SIGNATURE PAGE

LESSEE


Henderson Solar, LLC

By:  _____
Jeff Ringblom, Chief Financial Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 18th day of December, 2019, by Jeff Ringblom, the Chief Financial Officer of Henderson Solar, LLC, a Delaware limited liability company, on behalf of the limited liability company.



 _____
Notary Public

LESSOR SIGNATURE PAGE

Billy Jim Hobgood
Billy Jim Hobgood

JoAnn Hobgood
JoAnn Hobgood

STATE OF KENTUCKY)
) ss.
COUNTY OF Henderson)

The foregoing instrument was acknowledged before me this 11th day of Dec. 2019 (year), by Billy Jim Hobgood and JoAnn Hobgood, husband and wife.

Chandresh Patel

(Signature of person taking acknowledgment)

(Title or Rank): _____

(Serial number, if any): _____

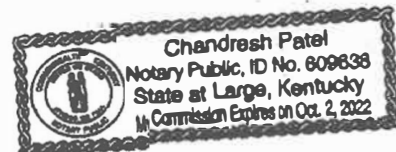


EXHIBIT A

DESCRIPTION OF PROPERTY

Tax Parcel Nos.: 077-005-000, 077-005-001, 077-010-005

Being a portion of the same property conveyed from Francis R. Hobgood, a widow to Billy Jim Hobgood and wife, Joann Hobgood by Deed dated January 2, 2002 and recorded on January 9, 2002 at Deed Book 244 on Page Number 418 in the office of the Recorder of Deeds for Webster County, Kentucky.

AND

Being a portion of the same property conveyed from Francis R. Hobgood, an unmarried widow to Billy Jim Hobgood and Joann Hobgood by Deed dated January 26, 1996 and recorded on January 26, 1996 at Deed Book 223 on Page Number 697 in the office of the Recorder of Deeds for Webster County, Kentucky.

The parcels contain 332.42 acres.

EXHIBIT A-1

SITE PLAN

Billy Jim & Joann Hobgood
Parcel No: 077-005-000, 077-005-001, 077-005-002, 077-010-002, & 077-010-003
Webster County, Kentucky
Lease Area contains approximately 202 acres
Entire Parcel Area contains approximately 331.2 acres



SOLAR LAND PURCHASE AGREEMENT

THIS SOLAR LAND PURCHASE AGREEMENT (the “**Agreement**”) is made and entered into as of this 14th day of May, 2020, by and between West Kentucky Regional Industrial Development Authority, Inc., a Kentucky corporation (“**Seller**”) and Henderson Solar, LLC, a Delaware limited liability company (“**Buyer**”).

RECITALS

A. Seller is the fee owner of the parcel or parcels of land (the “**Land**”) located in the Counties of Henderson and Webster, State of Kentucky legally described in attached Exhibit A.

B. Seller wishes to convey, and Buyer wishes to purchase a portion of the Land, for a contiguous portion of the Property approximately 417.9363 acres in size, together with all rights, privileges, easements, and appurtenances belonging thereto (hereinafter referred to as the “**Property**”), to be used for a solar energy project (the “**Project**”), generally in the location depicted on the attached Exhibit B.

AGREEMENT

In consideration of the mutual covenants and agreements herein contained and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 Premises To Be Purchased. Subject to the terms and conditions of this Agreement, Seller shall convey the Property to Buyer using the legal description for the Property designated in Exhibit A.

2.0 Purchase Price and Payment. The purchase price (“**Purchase Price**”) of the Property shall be Seventeen Thousand Dollars and No/100 (\$17,000.00) per acre of the Property. The Purchase Price shall be paid in cash or by certified funds or the equivalent on the Date of Closing (as hereafter defined) as follows:

2.1 One Million Dollars and No/100 (\$1,000,000.00) as a down payment (the “**Down Payment**”). The Down Payment shall be paid by Buyer to a title insurance company selected by Buyer (“**Title**”) and held in an interest-bearing account within five (5) business days after the later of (i) expiration of the Title Examination Period, (ii) the execution of a power purchase agreement relating to the Project (the “**Power Purchase Agreement**”), and (iii) written approval of the sale of the Property as contemplated herein from the Kentucky Department for Local Government (“**Kentucky DLG Approval**”). The Down Payment, together with any interest thereon, shall be released by Title and paid to Seller upon approval of the Power Purchase Agreement by the Kentucky Public Service Commission and the Rural Utilities Service. The Down Payment described above (together with any additional Down Payment amounts made as set forth below, but excluding any

interest thereon, which shall be paid to Seller) will be credited against the Purchase Price at Closing.

2.2 The balance of the Purchase Price shall be paid in cash or by certified funds or the equivalent on the Date of Closing (as hereafter defined).

If the Conditions for Buyer's benefit described in *Section 10.0* below are satisfied and Buyer completes the purchase of the Property, the Down Payment (but excluding any interest thereon, which shall be paid to Seller) shall be credited against the Purchase Price. If any Condition is not satisfied and, as a result, Buyer elects not to complete the purchase of the Property, Seller may retain the Down Payment and any interest thereon as consideration for Seller entering into and carrying out its obligations described in this Agreement.

3.0 Title To Be Delivered. Seller agrees to convey to Buyer marketable fee simple title to the Property subject only to the permitted encumbrances ("**Permitted Encumbrances**") set forth on attached Exhibit C.

4.0 Evidence of Title. Within a One Hundred and Twenty (120) days after the execution of this Agreement by both parties or such other time period as may be specified in this *Section 4.0*, Buyer shall obtain an ALTA Form commitment for an Owner's title insurance policy (the "**Commitment**") issued by Title pursuant to which Title agrees to issue to the Buyer upon the recording of the documents of conveyance referred to herein an ALTA Form Owner's title insurance policy in the full amount of the Purchase Price. The Commitment shall include proper searches covering bankruptcies, state and federal judgments and liens and levied and pending special assessments. Buyer shall have twenty (20) days after receipt of the Commitment (the "**Title Examination Period**") to deliver to Seller written objections to title, and Seller shall have the greater of (i) the number of days remaining until the Date of Closing or (ii) sixty (60) days from receipt of such notice to have such objections removed or satisfied. If Seller shall fail to have such objections removed within said time, Buyer may, at its sole election: (a) terminate this Agreement without any liability on its part in which event the Down Payment paid hereunder shall be promptly refunded upon delivery to Title of a quit claim deed releasing any claim of Buyer to the Property; or (b) take title to the Property subject to such objections.

5.0 Control of Property. Until the Date of Closing, Seller shall have the full responsibility and the entire liability for any and all damages or injuries of any kind whatsoever to the Property, to any and all persons, whether employees or otherwise, and to any other property from and connected to the Property, except liability arising directly from the negligence of Buyer, its agents, contractors or employees. If, prior to the Date of Closing, all or a portion of the Property shall be the subject of an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, Buyer, at its sole election, shall have the right to terminate this Agreement without liability on its part, by so notifying Seller and all sums heretofore paid by Buyer shall then be promptly refunded to Buyer upon delivery to Title of a quit claim deed releasing any claim of Buyer to the Property.

6.0 Representations of Seller. As an essential part of this Agreement and in order to induce Buyer to enter into this Agreement and purchase the Property, Seller represents and

warrants to Buyer:

6.1 That the Documents to be delivered to Buyer pursuant to Article 8 hereof (“**Review of Documents**”) will be true and correct copies, in full force and effect, without default or right of set-off by any party except as otherwise disclosed to and accepted by Buyer in writing.

6.2 Seller does not have knowledge of any condemnation, environmental, zoning or other land-use regulation proceedings, either instituted or planned to be instituted, which would affect the use and operation of the Property or the value of the Property, nor has Seller received notice of any special assessment proceedings affecting the Property.

6.3 On the Date of Closing there will be no outstanding leases or outstanding contracts made by Seller for any improvements to the Property for which payment has not been fully made; and Seller shall cause to be discharged all mechanic’s or materialmen’s liens arising from any labor or materials furnished to the Property prior to the Date of Closing.

6.4 Seller will not, without the prior written consent of Buyer:

(a) Construct or enter into any agreement or commitment to construct any improvement to the Property; or

(b) Enter into or consent to any lease, easement, covenant or other obligation affecting the Property.

6.5 Seller shall deliver to Buyer a written notice of the commencement of any legal action by any governmental authority or third party affecting the Property and will make no concessions or settlements with respect to any such action without Buyer’s prior written consent.

6.6 Seller is not a foreign person, as such term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and shall deliver an affidavit to that effect at closing, which shall be in form and substance reasonably acceptable to Buyer.

6.7 Seller has not used or stored hazardous or regulated substances on the Property nor has Seller discharged or released any such substances upon the Property, including, but not limited to, underground injection of such substances, in violation of any federal, state or local environmental law, ordinance, rule or regulation. To the best of Seller’s actual knowledge, no other party has engaged in any such use, storage, discharge or release.

6.8 Seller certifies and warrants that Seller does not know of any wells on the Property.

6.9 No aboveground or underground tanks are located in or about the Property or have been located under, in or about the Property and have subsequently been removed or filled.

6.10 Seller certifies and warrants that the Property is not affected by any airport zoning regulations.

The representations and warranties set forth in this section shall be continuing and shall be true and correct as of the Date of Closing with the same force and effect as if made at that time. All such representations and warranties shall survive closing and shall not be merged in the delivery and execution of the deed or other instruments of conveyance called for in this Agreement.

7.0 Access to Land and Inspection. Any time and from time to time prior to the Date of Closing, Buyer and any person or persons selected by Buyer shall be permitted access to the Land for the purpose of conducting such studies and investigations of the Land as Buyer deems appropriate, which studies and investigations shall be conducted at Buyer's sole expense. Buyer shall promptly pay the charges for any such studies and investigations commissioned by Buyer and shall defend, indemnify and hold Seller and the Land harmless from any loss or damage incurred by or any claims against Seller or the Land made in connection therewith.

7.1 The parties anticipate and acknowledge that Seller or Seller's renters may suffer damage to crops, tile, fences, and other property or improvements on the Land during Buyer's studies and investigations of the Land. Buyer shall reimburse Seller for any such damages within thirty (30) days after determining the extent of damage. Notwithstanding any provision to the contrary, Seller acknowledges and agrees that it shall not be allowed to rent, lease, or grow crops or otherwise allow crop tenants to grow crops on the Land during a calendar year (the "**Purchase Year**"), in which the Date of Closing is to occur if, by December 1 prior to the Purchase Year, Buyer provides Seller with written notice (the "**Crop Notice**") that Buyer intends to purchase the Property, as provided herein. Notwithstanding any provision to the contrary, Buyer shall not be liable, responsible or otherwise required to pay for Crop Damages or any other damages to the Property in the Purchase Year, except in the event Buyer does not provide the Crop Notice in accordance with the provisions herein.

7.2 Crop damages will be calculated by the following formula: Price x Yield x Percentage of Damage x Acreage = "**Crop Damages**". Prices for damaged or destroyed crops will be based on the average of the last previous March 1st and September 1st Chicago Board of Trade prices for that crop. Yield will be the average of the next previous two (2) years' yields of the same crop as the damaged crop, according to Seller's records, as received from and certified by Seller, for the smallest parcel of land that includes the damaged area. For purposes of the foregoing, "Seller's records" shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines. If Seller does not have yield records

available, the Seller will use FSA records for the county in which the Land is located (or other commonly used yield information available for the area) for the smallest parcel of land which includes the damaged area. The parties hereto shall try in good faith to agree to the extent of damage and acreage affected. If the parties hereto cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent.

7.3 After such payment for any Crop Damages, Buyer shall not be responsible to pay Seller or Seller's renters any loss of income, rent, business opportunities, profits or other losses arising out of Seller's inability to grow crops or otherwise use the portion of the Land on which the Crop Damages occurred.

8.0 Review of Documents. Within a reasonable time following the date hereof, Seller shall deliver to Buyer and Buyer shall thereafter promptly acknowledge receipt of the following documents:

8.1 Copies of any contracts or other documents known to Seller which affect the Property and which will extend beyond the Date of Closing (the "**Contracts**").

8.2 Copies of any notices received by Seller or its agents of any violations of applicable laws pertaining to the Land which have not been corrected.

Seller shall provide all of the above listed documents (the "**Documents**") to Buyer not later than thirty (30) days after execution of this Agreement. Buyer shall have twenty (20) days after receipt of each Document to review the same. If Buyer determines that any of the Documents disclose conditions that affects the Property and are materially unsatisfactory to Buyer in Buyer's reasonable judgment, Buyer may terminate this Agreement by delivering to Seller, at the address set out in **Article 19** hereof, not later than fifteen (15) days after receipt of the Document to which Buyer objects, written notice of its election to terminate this Agreement. In such event, this Agreement shall become null and void and neither party shall have further obligations hereunder. In the event Buyer does not so elect to terminate this Agreement, then Buyer shall close this transaction in accordance with the terms of this Agreement. Buyer agrees that within a reasonable period of time following the execution of the Agreement, Buyer shall deliver to Seller minutes and/or resolutions of Buyer authorizing the transaction and the execution of the documents called for hereunder.

9.0 Cooperation. Seller shall cooperate in Buyer's attempts to obtain such governmental approvals as may be necessary or appropriate in Buyer's judgment in order to develop the Property for solar energy and related substation purposes, including but not limited to a Kentucky Siting Board certificate, Kentucky DLG Approval and local permits, by executing such reasonable applications and other documents as may be necessary or appropriate or otherwise required by governmental bodies to accomplish the foregoing.

10.0 Conditions To Closing. Buyer's obligation to close the transaction contemplated by this Agreement shall be subject to the following conditions (each, a "**Condition**," and collectively, the "**Conditions**");

10.1 Seller shall have complied with the terms of this Agreement.

10.2 Title to the Property shall be free and clear of all encumbrances except the Permitted Encumbrances.

10.3 The Property shall not have been adversely affected in any material way as a result of condemnation, release of hazardous substances, or other casualty or act of God, or act of a public enemy, whether or not covered by insurance.

10.4 No suit, zoning change, governmental investigation or other proceeding challenging the transaction contemplated in this Agreement, or which might adversely affect the right of Buyer to own or use the Property after the Date of Closing, shall have been threatened or instituted.

10.5 Buyer shall be satisfied, on or before the Date of Closing, that all necessary municipal and other governmental approvals shall have been obtained in order to permit Buyer to construct and operate facilities used and/or useful in connection with the production of electrical energy through solar means (the "Use").

10.6 Buyer shall have determined to its reasonable satisfaction on or before the Date of Closing that the Property is zoned for Buyer's intended Use and that there is adequate and appropriate access serving the Property.

10.7 Buyer shall have entered into a power purchase agreement with the applicable electric transmission company on terms that are satisfactory to Buyer in Buyer's sole discretion.

10.8 Buyer shall have determined, in Buyer's sole discretion, that it is practical and economically feasible for Buyer to develop the Property for the Use.

10.9 Buyer shall be satisfied, on or before the Date of Closing with the results of any Phase I environmental testing or survey relating to the Property that Buyer may or may not elect to obtain.

10.10 Buyer shall have obtained: (i) all governmental and other approvals of the plans for the improvements that Buyer desires to perform in connection with developing the Property for the Use; and (ii) a building permit for those improvements.

10.11 Seller shall have provided to Buyer written evidence from the development district confirming Seller's authority to sell the Property.

If Buyer has not completed the Closing or given Seller notice waiving the Conditions on or before Three (3) years from the date of this Agreement, then either party may terminate this Agreement by giving written notice to the other party, and following such termination, Seller may

retain the Down Payment and neither party shall have further rights or obligations hereunder.

11.0 Closing and Possession. The conveyance of the Property and the payment of the balance of the Purchase Price (the “**Closing**”) shall take place within thirty (30) days after notice from Buyer of satisfaction of the Conditions set forth in **Section 10.0**, but not later than three (3) years from the date hereof (the “**Date of Closing**”) or on such earlier date as Seller and Buyer may mutually agree in writing. The Closing shall take place at a location mutually agreed upon by the Seller and Buyer.. Possession of the Property shall be delivered on the Date of Closing.

12.0 Seller’s Obligations At Closing. On the Date of Closing, Seller shall:

12.1 Execute, acknowledge and deliver to Buyer a warranty deed to the Property conveying to Buyer marketable fee simple title to the Property subject only to the Permitted Encumbrances.

12.2 Execute and deliver to Buyer an affidavit of the Seller in recordable form identifying Seller as the owner of the Property free and clear of all encumbrances except the Permitted Encumbrances, and stating that all work, labor, services and materials furnished to or in connection with the Property have been fully paid for so that no mechanic’s, materialmen’s, or similar lien may be filed against the Property.

12.3 Execute and deliver to Buyer such other documents as may be required by this Agreement.

13.0 Buyer’s Obligations At Closing. At closing, and subject to the terms, conditions, and provisions hereof and the performance by Seller of its obligations as set forth above, the Buyer shall:

13.1 Deliver to Seller any portion of the Purchase Price then due and payable by wire transfer or readily available funds.

13.2 Execute and deliver to Seller a right of first refusal to lease in recordable form, in form reasonably acceptable to Seller and Buyer, providing that, for a five (5) year period after Closing, in the event that Buyer determines that (i) not all of the Property is needed for the Project, and (ii) such excess acreage is suitable for agricultural purposes, then Buyer shall provide Seller with a right of first refusal to enter into a lease for such excess acreage on fair market terms.

13.3 Execute and/or deliver to Seller such other documents as may be required by this Agreement.

14.0 Closing Costs. The following costs and expenses shall be paid as follows in connection with the closing:

14.1 Seller shall pay:

- (a) Seller's attorneys' fees, if any.
- (b) The cost of recording any document necessary to make title marketable.

14.2 Buyer shall pay the following costs in connection with the closing:

- (a) The cost of preparation of the warranty deed and other documents of conveyance.
- (b) Any filing fee to record the warranty deed.
- (c) State Deed-Tax upon delivery of the warranty deed.
- (d) Buyer's attorneys' fees.
- (e) The closing fee charged by Title.
- (f) The premium for any owner's or lender's title insurance obtained by Buyer.
- (g) The fee for issuance of the Commitment.
- (h) The cost of any ALTA survey necessary to legally subdivide the Property.

15.0 Taxes and Special Assessments. Seller shall pay or cause to be paid the real estate taxes relating to the Property which are due and payable in the years prior to the year in which closing takes place and its pro rata share of the real estate taxes due and payable in the year of closing based on the ratio that the number of days from January 1, 20__ to the Date of Closing bears to three hundred sixty-five (365) days. The balance of the real estate taxes due and payable in the year of closing and thereafter shall be paid by Buyer. Seller shall cause all special assessments levied or pending to be paid on or before the Date of Closing.

16.0 Construction Damages to Drain Tile. If, during Buyer's construction on or development of the Property for solar energy and/or substation purposes, Buyer or any agent or employee of Buyer causes any damage to the drain tile system on Seller's adjacent land, Buyer shall indemnify Seller for such damage and shall pay the actual costs of repair of such damage. The indemnification set forth in this Section 16.0 shall survive the Closing.

17.0 Default.

17.1 If Seller fails to consummate the transaction contemplated by this Agreement for any reason except for Buyer's default or the failure to satisfy any conditions to Seller's obligation hereunder, Buyer may: (a) enforce the specific

performance of this Agreement, which action must be commenced within ninety (90) days of the date Seller's failure to consummate the transactions contemplated herein; (b) cancel and terminate this Agreement and be relieved of its obligations hereunder (in which event, notwithstanding Seller's default, Seller shall be entitled to retain the Down Payment previously paid by Buyer; or (c) seek damages. No delay or omission in the exercise of any right or remedy accruing to Buyer upon any breach by Seller under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Buyer of any condition or the breach of any other term, covenant, or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained.

17.2 If Buyer fails to consummate the transaction contemplated herein for any reason, except the default by Seller or the failure to satisfy any of the Conditions described in **Section 10**, Seller shall be entitled to: (a) cancel and terminate this Agreement in the manner provided by applicable law and be relieved of its obligations hereunder; (b) enforce the specific performance of this Agreement, which action must be commenced within ninety (90) days of the date of failure of Buyer to consummate the transactions contemplated hereunder; or (c) terminate this Agreement and retain the Down Payment heretofore paid by Buyer as liquidated damages, which the parties have agreed would serve as fair and reasonable compensation for any damages Seller may incur due to Buyer's default. No delay or omission in the exercise of any right or remedy accruing to Seller upon any breach by Buyer under this Agreement shall impair such right or remedy accruing to Seller upon any breach by Buyer under this Agreement or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Seller of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. All rights, powers, options or remedies afforded to Seller, either hereunder or by law or equity, shall be cumulative and not alternative, and the exercise of one right, power, option, or remedy shall not bar any other rights, powers, options or remedies allowed hereunder or by applicable law.

18.0 Memorandum of Agreement. Buyer and Seller shall execute in recordable form and Buyer shall have the right to record a memorandum of this Agreement in the form attached hereto as **Exhibit D**. Seller hereby consents to the recordation of that memorandum. If this Agreement is terminated, Buyer and Seller shall promptly sign and record an instrument legally sufficient to memorialize the termination of this Agreement.

19.0 Miscellaneous. The following general provisions govern this Agreement:

19.1 Time is of the Essence. The Date of Closing is of the absolute essence.

19.2 Governing Law. This Agreement is made and executed under and in all respects is to be governed and construed under the laws of the State of Kentucky.

19.3 Notices. Any notice required to be given to Seller or Buyer pursuant to this Agreement shall be in writing and shall be deemed duly given: (i) on the date of personal delivery; (ii) one day following dispatch by Federal Express, Express Mail or equivalent or (iii) two (2) days following mailing certified or registered mail, postage prepaid, return receipt requested, to the respective addresses of the parties set out below:

Seller: West Kentucky Regional Industrial Development
Authority, Inc.
25 HWY 41A
Dixon, KY 42409-0000

With a copy to W.C. Wilson, III
Neel Wilson & Clem
9 South Main Street
Henderson, KY 42420

Buyer: Laura Vaughan
Henderson Solar, LLC
c/o Geronimo Energy, LLC
8400 Normandale Lake Blvd, Suite 1200
Bloomington, MN 55437
952-988-9000/952-988-9001 Fax

With a copy to: Dan Yarano, Esq.
Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-1425

Any party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such party.

19.4 Buyer's Waiver Rights. Buyer may, at its option, waive any right conferred upon the Buyer by this Agreement. Except as otherwise provided herein, such waiver may be made only by giving Seller written notice specifically describing the right waived.

19.5 Amendment. This Agreement shall be amended only by a written instrument signed by Seller and Buyer.

19.6 Construction. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as defining or as limiting in any way the scope or intent of the provisions hereof. Wherever the

context requires or permits, the singular shall include the plural, the plural shall include singular, and the masculine, feminine and neuter shall be freely interchangeable.

19.7 Assignability. This Agreement and the rights set out herein may be assigned by Buyer to any person or entity, in Buyer's sole discretion, upon not less than thirty (30) days' written notice to Seller, for purposes of developing the Property, provided Buyer's liability hereunder shall continue and Buyer shall not be released from its obligation hereunder.

19.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Seller and Buyer and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both parties.

19.9 Counterparts. For the convenience of the parties, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one in the same Agreement.

The parties have executed this Agreement as of the day and year set forth above.

BUYER


Henderson Solar, LLC,
a Delaware limited liability company

By _____
Name: Jeff Ringblom
Its: Chief Financial Officer

SELLER

West Kentucky Regional Industrial
Development Authority, Inc.,
a Kentucky Corporation

By: _____
Name: Douglas E Bell
Chairman



Andrew M. Alcock
NOTARY

BUYER

Henderson Solar, LLC,
a Delaware limited liability company

By: 
Name: Jeff R. Rughorn
Its: Chief Financial Officer

SELLER

West Kentucky Regional Industrial
Development Authority, Inc.,
a Kentucky Corporation

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

EXHIBIT A

Legal Description of the Land

Tax Parcel ID No(s): 72-20.1; 72-18; 72-19; 72-24.1; 72-15; 077-004-000; 083-001-000

72-20.1

Tract No. 1: Beginning at a stake corner to Lot No. 4, thence with L & N right of way S 23 1/2 E 2.50 chains to a stake, corner to Lot No. 8 of this division, thence S 85 3/4 E 28 chains to a stake, corner to Lot No. 8 in the Hutchison line, thence N 4 E 6.71 chains to a stake in the Hutchison line, corner to Lot No. 5, thence N 85 3/4 W 31.75 chains to the beginning, containing 20 acres. A passway 16 1/2 feet wide is reserved along the L & N right of way over this lot for the benefit of all the lots east of R.R.

Tract No. 2: Beginning at a stake in the east line of L & N right of way corner to Lot No. 8, thence S 23 1/2 E 9.38 chains to a stake in Geo. Spencer's line where it crosses the east line of L & N right of way, thence S 84 1/2 E 20.02 chains to a stake corner to Geo. Spencer, thence N 4 E 9.24 chains to a stake, corner to Lot No. 8, thence N 85 3/4 W 24 chains to the beginning, containing 20 acres.

Tract No. 3: Beginning at a stake in the original line of tract where it crosses the east line of L & N right of way, thence S 11 E 7 chains S 15 1/2 E 5 chains S 23 1/2 E 50 links to a stake, corner to Lot No. 7 of this division, thence S 85 3/4 E 31.75 chains to a stake in the Hutchison line, corner to Lot No. 7, thence N 4 E 8.74 chains to a stake, corner to the Hutchison tract, thence S 89 W 23.60 chains to a stake, thence N 1 1/2 E 4.94 chains to a stake corner to the Hester line, thence N 85 3/4 W 11.46 chains to the beginning, containing 29.34 acres.

Tract No. 4: Beginning at a stake corner to Lot No. 7, thence S 23 1/2 E with the east line of L & N right of way, 8.50 chains to a stake corner to lot No. 9 of this division, thence S 85 3/4 E 24 chains to a stake, corner to Lot No. 9 in the Hutchison line, thence N 4 E 7.70 chains to a stake in the Hutchison line corner to Lot No. 7, thence N 85 3/4 W 28 chains to the beginning, containing 20 acres. A passway 16 1/2 feet wide is reserved along the L & N right of way over this lot for the benefit of Lot No. 9.

Tract No. 5: Beginning at a stake on the east side of the Knoblick Road corner to Lot No. 2 of this division. Thence S 85 3/4 E 21.30 chains to a stake, corner to Lot No. 2 in the west line of L & N R.R. right of way. Thence N 23 1/2 W. 8.50 chains to a stake in west line

of said right of way corner to Lot No. 4 of this division, thence N 85 3/4 W 17.90 chains to a stake in the east side of the Knoblick Road, corner to Lot No. 4; thence S 4 W 9.50 chains to the beginning, containing 15 acres.

Tract No. 6: Beginning at a stake in the east side of Knoblick Road corner to Lot No. 3. Thence S 85 3/4 E 17.90 chains to a stake corner to Lot No. 3, in the west line of L. & N.R.R. right of way, a passway 16 1/2 feet wide is reserved along this line over the land of this lot for the benefit of all the lots of this division east of the L. & N.R.R. thence N 23 1/2 W 2.50 chains to a stake, angle in R.R. a passway 30 feet wide is reserved along this line from corner of Lot No. 3, 90 links long, as shown in plat for the benefit of all the lots of this division east of L. & N.R.R. this is done to enable to the lots to use the R.R. crossing, as now constructed, thence N 15 1/2 W 5 chains, N 11 W 3.05 chains to a stake corner to Lot No. 5 of this division. Thence N 85 3/4 W 14 chains to a stake on the east side of Knoblick Road, corner to Lot No. 5, thence S 4 W 9.50 chains to the beginning, containing 15 acres, including this passway.

Tract No. 7: Beginning at a stake on the east side of the Knoblick road corner to Lot No. 4. Thence with the line of Lot No. 4 S 85 3/4 E 14 chains to a stake, corner to Lot No. 4 in the west line of L. & N.R.R. right of way. Thence N 11 W 3.95 chains to a stake, in the original line of tract where it crosses the west line of L. & N.R.R. right of way. Thence N 85 3/4 W 13.33 chains to a stake corner to Mrs. Mary E. Denton in Gish's line. Thence S 4 W 3.88 chains to the beginning, containing 5.31 acres.

Tract No. 8: Beginning at a stake in the east side of the Knoblick Road corner to Lot No. 1 of this division; thence S 85 3/4 E 24.75 chains to a stake, corner to Lot No. 1 in west line of L. & N.R.R. right of way; thence N 23 1/2 W 7.52 chains to a stake in said line of right of way, corner to Lot No. 3 of this division; thence N 85 3/4 W 21.30 chains to a stake on east side of Knoblick Road corner to Lot No. 3; thence S 4 W 6.95 1/2 chains to the beginning, containing 15 acres.

Tract No. 9: Beginning at a stake, the southwest corner of the Enoch G. Eskins' tract and corner to the land of L.D. Denton, a dogwood 1 foot in diameter bears south 78 1/4 degrees east distant 5 links (2 post oaks) the original corner stone being down and gone; thence with L.D. Denton's line north 88 1/2 degrees east 18 16/100 chains to a stone corner to west side of passway thence north 1 1/2 degrees east 22 35/100 chains to a stone in the west line of passway and corner to Lot No. 2 sassafras 8 inches in diameter bears north 46 1/2 degrees west distant 18 links and a black oak side line tree, bears north 4 degrees east distant 22 links; thence south 88 1/2 degrees west 18 28/100 chains to a stone in Dr. L. Cottingham's line, a corner to Lot No. 2, thence south 1 degree west 22 35/100 chains to the beginning, containing 42 71/100 acres.

There is further conveyed any interest the Grantors have or right to use a passway for the benefit of this tract leading to the Robards-Rockhouse Road.

Tract No. 10: A tract of land in Henderson County, Kentucky, containing the dwelling and other improvements and bounded as follows: Beginning at a stake in the center of the L. & N Railroad in Doc Denton's line; thence with the center of said railroad N 11 1/2 W 76 poles and 20 links to a stake in the center of railroad corner to Lee Eakins part at railroad crossing on Knoblick Road; thence N 87 3/4 W

114 poles and 13 links to a stake in the fence corner to Leo Eakins part; thence S 3 1/4 W with the fence 74 poles and 4 links to a stake in Doc Denton's line and corner to Leo Eakins Lot; thence S 87 3/4 132 poles and 11 links to the beginning, containing 57.26 acres.

LESS AND EXCEPT:

Beginning at the northwest corner of the tract of land containing 57.26 acres, thence in a southerly direction 74 poles and 4 links to stake in Mrs. Doc Denton's line to the west line of Knoblick Road; thence in a northerly direction to the point in the north line of said tract and where the west line of Knoblick Road, if existed, would intersect the north line of said tract and corner to Leo Eakins, said line passing 15 rods to the west of the residence of Younger Gish; thence in a westerly direction to the point of beginning and containing 35 acres.

Tract No. 11: Beginning at a pin in the line of existing lane and in the south line of the Presbyterian Church tract of record in Deed Book 375, page 246; thence with said tract N 6° 50' 30" E 150.00 feet to pin; leaving the lane S 85° 51' 49" E 133.50 feet to pin; S 50° 50' 50" W 160.00 feet to pin in south line above tract; N 86° 51' 49" W 150 feet to the point of beginning.

All of said tracts to contain 198.2 acres, more or less.

And more particularly described by current survey as follows:

Tract I

A certain tract or parcel located on the west side of U.S. Highway 41 approximately 0.23 miles north of McDonald Road in Henderson County, Kentucky and being more specifically described as:

Beginning at an iron pin set in the right-of-way of the South Central Bell Telephone easement along the west right-of-way of the CSX Railroad, said iron pin also being a corner of the Walter J. and Charlotte Hinton property recorded in Deed Book 237 Page 143 at the Henderson County Court Clerk's Office; thence NORTH 81 DEGREES 49 MINUTES 53 SECONDS WEST, a distance of 1658.15 feet to an iron pin set in the east right-of-way of State Route 416 (Knoblet Road), said iron pin also being at a corner to the Anna Head property recorded in Deed Book 227 Page 313 at the Henderson County Court Clerk's Office; thence NORTH 06 DEGREES 58 MINUTES 37 SECONDS EAST, a distance of 1656.88 feet to a point; thence around a curve to the right with a radius of 327.95 feet, through an arc distance of 243.21 feet, a chord bearing of NORTH 28 DEGREES 09 MINUTES 17 SECONDS EAST, a distance of 237.68 feet to a point; thence around a curve to the left with a radius of 767.48 feet, through an arc distance of 123.67 feet, a chord bearing of NORTH 36 DEGREES 20 MINUTES 08 SECONDS EAST, a distance of 123.53 feet to a point; thence NORTH 32 DEGREES 06 MINUTES 20 SECONDS EAST, a distance of 685.25 feet to a point; thence around a curve to the left with a radius of 5443.91 feet, through an arc distance of 468.80 feet, a chord bearing NORTH 27 DEGREES 51 MINUTES 17 SECONDS EAST, a distance of 468.66 feet to an iron pin set, said iron pin also being in the west right-of-way line of the South Central Bell telephone

easement along the west right-of-way line of the CSX Railroad; thence SOUTH 05 DEGREES 54 MINUTES 39 SECONDS EAST, a distance of 1545.50 feet to a point; thence around a curve to the right with a radius of 3796.04 feet, through an arc distance of 1005.16 feet, a chord bearing of SOUTH 15 DEGREES 25 MINUTES 13 SECONDS EAST, a distance of 1002.21 feet to a point; thence SOUTH 19 DEGREES 51 MINUTES 42 SECONDS EAST, a distance of 723.74 feet to the point of beginning, containing 62.25 acres, and being subject to all legal written and unwritten easements and rights of way.

TRACT 2

A certain tract or parcel located on the west side of U.S. Highway 41 approximately 0.23 miles north of McDonald Road in Henderson County, Kentucky and being more specifically described as:

Beginning at an iron pin set in the east right-of-way line of the CSX Railroad, said iron pin also being at a corner of the K.B. Alloys, Inc. property recorded in Deed Book 317 Page 255 and Deed Book 373 Page 276 at the Henderson County Court Clerk's Office; thence NORTH 19 DEGREES 51 MINUTES AND 05 SECONDS WEST, a distance of 1242.24 feet along the east right-of-way line of said CSX Railroad to a point; thence around a curve to the right with a radius of 3706.04 feet, through an arc distance of 981.92 feet, a chord bearing of NORTH 15 DEGREES 25 MINUTES 18 SECONDS WEST, a distance of 981.04 feet to a point; thence NORTH 06 DEGREES 19 MINUTES 19 SECONDS WEST, a distance of 306.17 feet to an iron pin set at a corner, said pin also being a corner to R. L. and Betty Knight property recorded in Deed Book 336 Page 813 at the Henderson County Court Clerk's Office; thence SOUTH 82 DEGREES 14 MINUTES 45 SECONDS EAST, a distance of 765.29 feet to an iron pin set at a corner of said Knight property; thence NORTH 05 DEGREES 12 MINUTES 23 SECONDS EAST to an iron pin set at a corner to the Lucile and M.L. Eakins property recorded in Deed Book 344 Page 427 at the Henderson County Clerk's Office; thence SOUTH 87 DEGREES 14 MINUTES 13 SECONDS EAST, a distance of 1207.34 feet to an iron pin set at a corner to said Eakins property; thence SOUTH 05 DEGREES 40 MINUTES 17 SECONDS WEST, a distance 1465.26 feet to an iron pin set at a corner of the Presbyterian Church of Henderson recorded in Deed Book 375 Page 246 at the Henderson County Court Clerk's Office; thence SOUTH 85 DEGREES 57 MINUTES 50 SECONDS EAST, a distance of 372.19 feet to an iron pin found, said iron pin also being at a corner to said K.B. Alloys property; thence SOUTH 07 DEGREES 09 MINUTES 00 SECONDS WEST, a distance of 2155.55 feet to an iron pin found, said iron pin also being in a corner of said K.B. Alloys property; thence NORTH 79 DEGREES 56 MINUTES 16 SECONDS WEST, a distance of 1329.73 feet to the point of beginning, containing 131.81 acres, and being subject to all legal written and unwritten easements and rights of way.

Being the same property conveyed to James A. Clary II and his wife, Mary I. Clary, by deed from Ohio Valley National Bank of Henderson and Harry L. Mathison, Jr., Co-Trustees under the will of George A. Hoffman, deceased, dated March 3, 1990, of record in Deed Book 01, Page 139, Henderson County Clerk's Office.

72-18

In the Robards section of Henderson County, Kentucky, a certain tract of land, being Lot No. 1 in the division of the lands of L.D. Denton, deceased, bounded and described as follows:

Beginning at a stake on the East side of the Knoblick Road, corner to George Spencer, thence with Spencer's line S 84 ½ E 28.32 chains to a stake in Spencer's line where same crosses the West line of the Louisville and Nashville Railroad Company's right of way; thence with said West line N 23 ½ W 7.36 chains to a stake, corner to Lot No. 2, thence N 85 ¾ W 24. 75 chains to a stake on the East side of the Knoblick Road, corner to Lot No. 2, thence S 4 W 5.3175 chains to the beginning, containing 16 acres, more or less.

Less a tract fronting 210 feet on the Knoblick Road and running back between parallel lines a distance of 210 feet, and being the tract reserved by Walker Eugene Edwards, et ux, by deed dated September 2, 1966, of record in Deed Book 227, Page 313, Henderson County Clerk's Office.

Also being more particularly described by current survey as follows:

A certain tract or parcel located on the east side of the Old Knoblick Road approximately 0.11 miles north of McDonald Road in Henderson County, Kentucky and being more specifically described as follows:

Beginning at an iron pin set in the east right-of-way line of Old Knoblick Road, said iron pin also being at a corner of the Anna Head property recorded in Deed Book 227 Page 313 at the Henderson County Court Clerk's Office, said iron pin also being located 19.60 said Clary property, SOUTH 81 DEGREES 49 MINUTES 53 SECONDS EAST, a distance of 1448.15 feet to an iron pin set at a corner of the said Clary property, also being in the west right-of-way line of the C. S.X. Railroad; thence running parallel to and 40 feet west of the centerline of the C.S.X. Railroad, SOUTH 19 DEGREES 48 MINUTES 54 SECONDS EAST, a distance of 467.31 feet to an iron pin set in said C. S.X. Railroad light-of-way also being at a corner of the Terry Duncan property recorded in Deed Book 43 Page 514 at the Henderson County Court Clerk's Office; thence with the north line of the said Duncan property, NORTH 79 DEGREES 57 MINUTES 23 SECONDS WEST, a distance of 1874.94 feet to an iron pin set at a corner of said Duncan property, also being 19.60 feet from a P.K. nail found in the pavement of Old Knoblick Road; thence with the east right-of-way line of Old Knoblick Road, NORTH 07 DEGREES 35 MINUTES 59 SECONDS EAST, a distance of 141.34 feet to the point of beginning, containing 14.396 acres and being subject to all legal written and unwritten easements and rights of way. This description was prepared from a physical survey conducted under the direction of Gordon B. Stacy, KY RLS #2896 on June 29, 1998.

Being the same property conveyed to Walter J. Hinton and his wife, Charlotte Ann Hinton, jointly with survivorship, by deed from Owen Gregory and his wife, Frances L. Gregory, dated July 12, 1968, of record in Deed Book 237, Page 143, Henderson County Clerk's Office. As shown by Will of record in Will Book 23, Page 417, Charlotte A Hinton, is now deceased. According to the order of probate, Mrs. Hinton died June 23, 1994, and by virtue of the survivorship clause contained in the above-described deed, title is now vested in the survivor, Walter J. Hinton.

72-19

A tract fronting 210 feet on the Knoblick Road and running back between parallel lines a distance of 210 feet, and being the tract on which grantors now reside.

And more particularly described by current survey as follows:

A certain tract or parcel located on the east side of the Old Knoblick Road approximately 0.80 miles north of the Webster County line in Henderson County, Kentucky and approximately 1600 feet north of McDonald road, being more specifically described as follows:

beginning at an iron pin set in the east right-of-way line of Old Knoblick Road, said iron pin also being in the south property line of James A. Clary II and Mary I. Clary property recorded in [Deed Book 403, Page 139](#), at the Henderson County Court Clerk's Office, said iron pin also being located 19.60 feet from a P.K. nail found in the pavement of Old Knoblick Road; thence with the south line of said Clary property, South 81 degrees 49' 52" East, a distance of 210.00 feet to an iron pin set in the south line of said Clary property also being at a corner of Walter J. and Charlotte A. Hinton property recorded in [Deed Book 237, Page 143](#), at the Henderson County Court Clerk's Office; thence south 07 degrees 35' 59" West, a distance of 210.00 feet to an iron pin at a corner of said Hinton property; thence with the north line of said Hinton property, North 81 degrees 49' 52" West, a distance of 210.00 feet to an iron pin set at a corner of the said Hinton property, also being in the east right-of-way line of Old Knoblick Road also being 19.60 feet east of a P.K. nail found in the pavement of Old Knoblick Road; thence running parallel to and 19.60 feet east of the centerline of Old Knoblick Road, North 07 degrees 36' 01" East, a distance of 210.00 feet to the point of beginning, containing 1.012 acres and being subject to all legal written and unwritten easements and rights of way. This description was prepared from a physical survey conducted under the direction of Gordon B. Stacy, KY RLS #2896 on June 29, 1998.

Being the same property conveyed to West Kentucky Regional Industrial Development Authority, Inc. by Deed dated October 20, 1998, of record in [Deed Book 482, Page 668](#), in the Office of the Clerk of Henderson County, Kentucky.

72-24.1

Tract II: On the waters of Graves Creek, beginning at a white oak post oak and hickory corner to a 400 acre survey of Rankin and the Widow Hill corner; thence N 4 E 44 poles and 10 links to a post oak corner to Hunters 400 acre survey; thence with the line of that survey N 68-3/4 W 19 poles to an elm and black corner to lot No. 3 on the east side of the public landing to Henderson; thence with the line of Lot No. 3 N 2-1/2 poles to two black oaks and post oak corner to Lot No. 5; thence with the line of Lot No. 5 S 86-3/4 E 202 poles to a dogwood and two gums, one of which is a fore and aft tree in the dusson line corner to Lot No. 5 and in George Alexander's line; thence with his line S 1/4 deg. E 47 poles to a stone between three post oaks formerly corner to Holloway and Souper; thence N 86-3/4 W 183 poles to the beginning, containing 54 acres.

Tract V: A tract of land about 1-1/4 miles south of Robards, Kentucky, on the east side of the Knoblick Road and bounded as follows:

BEGINNING at 2 black oaks and post oak in line of Lot #3 and corner to #4; thence with line of #4, south 86-3/4 east, 202 poles to a line, and corner to No. 4; thence with the George Alexander line, north 1/4 east 42 poles and 20 links to 2 gums post oak and dogwood corner to Lot #6; thence with the line of #6, north 86-3/4 west, 202 poles to a hickory and post oak in line of #1, south 42 poles and 20 links to the beginning, containing 54 acres, more or less.

LESS AND EXCEPT all of that portion of said tract conveyed to Kaweckl Berylco Industries, Inc., by deed dated November 13, 1979, of record in Deed Book 317, Page 260, Henderson County Clerk's Office. Being the remainder of said Tracts II and V which lies east of Old Knoblick Road and north of Pedler-McDonald Road.

All of said tracts to contain 74.92 acres, more or less.

And also described by current survey as follows:

A certain tract or parcel located on the east side of the Old Knoblick Road approximately 0.75 miles north of the Webster County line in Henderson County, Kentucky and being more specifically described as follows:

Beginning at an iron pin set in the east right-of-way line of the Old Knoblick Road, said iron pin also being in the south line of the Walter Hinton property recorded in Deed Book 227 Page 471 at the Henderson County Court Clerk's Office, said iron pin also being located SOUTH 79 DEGREES 59 MINUTES 02 SECONDS EAST, 19.60 feet from a P.K. nail found in the pavement of Old Knoblick Road; thence with the south line of said Hinton property, SOUTH 79 DEGREES

59 MINUTES 02 SECONDS EAST, a distance of 1878.85 feet to a point located in the west right-of-way line of the C.S.X. Railroad, said point being located SOUTH 87 DEGREES 43 MINUTES 22 SECONDS EAST, 5.25 feet from an iron pin in said Hinton property; thence running parallel to and 35 feet west of the centerline of said C.S.X. Railroad the following two (2) calls:

1. SOUTH 19 DEGREES 51 MINUTES 09 SECONDS EAST, a distance of 891.95 feet to an iron pin set in said right-of-way line;
2. thence around a curve to the right, through a central angle of 08 DEGREES 08 MINUTES 51 SECONDS, an arc distance of 809.78 feet, a chord bearing of SOUTH 15 DEGREES 46 MINUTES 44 SECONDS EAST, a distance of 809.09 feet to a P.K. nail set in the centerline of the existing pavement of the Pedler McDonald Road;

thence with said centerline of Pedler McDonald Road the following four (4) calls:

1. NORTH 78 DEGREES 05 MINUTES 09 SECONDS WEST, a distance of 240.58 feet to a P.K. nail set in said centerline;
2. NORTH 78 DEGREES 41 MINUTES 22 SECONDS WEST, a distance of 178.34 feet to a P.K. nail set in said centerline;
3. NORTH 79 DEGREES 31 MINUTES 07 SECONDS WEST, a distance of 1750.71 feet to a P.K. nail set in said centerline;
4. NORTH 79 DEGREES 50 MINUTES 14 SECONDS WEST, a distance of 427.42 feet to a P.K. nail set in said centerline, said P.K. nail also being in said east right-of-way line of Old Knoblick Road;

thence with said east right-of-way line of Old Knoblick Road the following five (5) calls:

1. NORTH 14 DEGREES 14 MINUTES 02 SECONDS EAST, a distance of 240.19 feet to an iron pin set in said right-of-way line;
2. thence around a curve to the left, through a central angle of 06 DEGREES 29 MINUTES 35 SECONDS, an arc distance of 207.64 feet, a chord bearing of NORTH 05 DEGREES 32 MINUTES 44 SECONDS EAST, a distance of 207.53 feet to an iron pin set in said right-of-way line;
3. NORTH 03 DEGREES 08 MINUTES 31 SECONDS EAST, a distance of 239.30 feet to an iron pin set in said right-of-way line;
4. thence around a curve to the right through a central angle of 00 DEGREES 57 MINUTES 01 SECONDS, an arc distance of 132.23 feet a chord bearing of NORTH 04 DEGREES 55 MINUTES 44 SECONDS EAST, a distance of 132.22 feet to an iron pin set in said right-of-way line;
5. NORTH 06 DEGREES 35 MINUTES 24 SECONDS EAST, a distance of 208.63 feet to an iron pin set at the southwest corner of the Albert Duncan property recorded in Deed Book 464 Page 480;

thence with the line of said Duncan property the following three (3) calls:

1. SOUTH 83 DEGREES 24 MINUTES 36 SECONDS EAST, a distance of 152.64 feet to an iron pin set at the southeast corner of said Duncan property;
2. NORTH 06 DEGREES 35 MINUTES 24 SECONDS EAST, a distance of 139.33 feet to an iron pin set at the northeast corner of said Duncan property;
3. NORTH 83 DEGREES 24 MINUTES 36 SECONDS WEST, a distance of 152.64 feet to a post found in said east right-of-way line of the Old Knoblick Road;

thence with said right-of-way line, NORTH 06 DEGREES 35 MINUTES 24 SECONDS EAST, a distance of 312.13 feet to the point of beginning, containing 74.9485 acres, and being subject to all legal written and unwritten easements and rights of way. This description was prepared from a physical survey conducted under the direction of Bruce K. Bailey, KY RLS #2939 on June 30, 1998.

Being the remainder of Tracts II and V, less exceptions, which were conveyed to Terry T. Duncan, by J. T. Lynn, etal, by deed dated April 23, 1993, of record in Deed Book 431, Page 514, Henderson County Clerk's Office.

72-15

TRACT #1: A tract on the waters of Grave Creek beginning at a stake in Spencer line, corner to lot #2; thence S. 2-1/2 W. 108 poles to a stake corner to lot #2; thence N. 88-41 W. 27 poles and 9 links to a stake corner to lot #4; thence N. 2-1/2 E. 109 poles to a stake in Spencer line, corner to lot #4; thence S. 84, E. 27 poles and 10 links to the beginning, containing 18-1/2 acres and being lot #3 of the division of the lands of G.W. Hunter, deceased.

TRACT #2: A tract of land on Grave Creek and bounded thus: Beginning at a stake in Spencer's line N.W. corner of lot #1; thence

S. 2-1/2 W. 107 poles to a stake corner to lot #1; thence N. 88-41 W. 27 poles and 18 links to a stake corner to lot #3; thence N. 2-1/2 E. 108 poles to a stake in Spencer line, corner to lot #3; thence S. 84 E. 27 poles and 19 links to the beginning, containing 18-1/2 acres and being lot #2 in the Division of the lands of G.W. Hunter, deceased.

TRACT #3: Also, a tract of land adjoining the above on the west and more fully described as follows: A certain tract or parcel of land lying in the County of Henderson and State of Kentucky, and described as lot #4, containing 18-1/2 acres, on the waters of Cancee Creek and bounded as follows: Beginning at a stake in Spencer's line, corner to lot #3, (O.W. Hunter's); running thence S. 2-1/2 W. 109 poles to a stake corner to lot #3; thence N. 88 degrees 4 min. W. 27 poles to a stake corner to widow's dower; thence with her line N. 2-1/2 E. 110 poles and 4 links to a stake in Spencer's line; thence S. 84 E. 27 poles and one link to the beginning.

And more particularly described by current survey as follows:

A certain tract or parcel located on the east side of the Old Knoblick Road on Peddler McDonald Road in Henderson County, Kentucky and being more specifically described as follows:

McDonald Road, thence with the centerline of said Pedler McDonald Road, NORTH 78 DEGREES 25 MINUTES 33 SECONDS WEST, a distance of 178.34 feet to a P.K. nail set; thence continuing with the centerline of Pedler McDonald Road NORTH 79 DEGREES 31 MINUTES 07 SECONDS WEST, a distance of 1171.89 feet to a P.K. nail set in the centerline of said Pedler McDonald Road, also being a corner of John Fischer property recorded in Deed Book 432 Page 389 at the Henderson County Court Clerk's Office; thence with the east line of said Fisher property SOUTH 07 DEGREES 51 MINUTES 13 SECONDS WEST, a distance of 18.02 feet to a point; thence continuing with the east line of said Fisher property SOUTH 07 DEGREES 51 MINUTES 13 SECONDS WEST, a distance of 1797.73 feet to an iron pin set, also being a corner of said

Fisher property, also being a corner of Terry Duncan property as recorded in Deed Book 198 Page 93 of the Henderson County Court Clerk's office; thence with the north line of said Duncan property SOUTH 83 DEGREES 46 MINUTES 05 SECONDS EAST, a distance of 1336.09 feet to an iron pin found, also being a corner of Clarence Crafton property as recorded in Deed Book 205 Page 117 of the Henderson County Court Clerk's Office; thence with the west line of said Crafton property NORTH 08 DEGREES 17 MINUTES 20 SECONDS EAST, a distance of 1694.66 feet to a point; thence continuing with the west line of said Crafton property NORTH 08 DEGREES 17 MINUTES 20 SECONDS EAST, a distance of 18.03 feet to the point of beginning, containing 54.402 acres and being subject to all legal written and unwritten easements and rights of way.

There being excepted from this parcel right-of-way for Pedler McDonald road being a section of land running along the centerline of Pedler McDonald Road beginning at a P.K. nail found set in the centerline of Pedler McDonald Road, thence with the centerline of said Pedler McDonald Road, NORTH 78 DEGREES 25 MINUTES 33 SECONDS WEST, a distance of 178.34 feet to a P.K. nail set; thence continuing with the centerline of Pedler McDonald Road NORTH 79 DEGREES 31 MINUTES 07 SECONDS WEST, a distance of 1171.89 feet to a P.K. nail set in the centerline of said Pedler McDonald Road, also being a corner of said Fisher property; thence with the east line of said Fisher property SOUTH 07 DEGREES 51 MINUTES 13 SECONDS WEST, a distance of 18.02 feet to a point; thence SOUTH 79 DEGREES 31 MINUTES 07 SECONDS EAST, a distance of 1,350.23 feet to a point; thence NORTH 08 DEGREES 17 MINUTES 20 SECONDS EAST, a distance of 18.03 feet to the point of beginning containing 0.55 acres.

This description was prepared from a physical survey conducted under the direction of Gordon S. Stacy, KY RLS #2896 on May 17, 1999.

Being the same property conveyed to James Stanley Bullock and his wife, Bobbie Joan Bullock, by deed from James H. Gibson and his wife, Mary M. Gibson, dated May 25, 1965, of record in Deed Book 219, Page 652, Henderson County Clerk's Office. By deed dated December 5, 1979, of record in Deed Book 3171 Page 438, Henderson County Clerk's Office, Bobbie Joan Bullock conveyed all of her right, title, and interest in the above described property to James Stanley Bullock. See also certified copy of Order Approving Sale of said property to the Grantee, pursuant to KRS 389A, having been approved by Order of the Henderson District Court on July 7, 1999.

077-004-000

Four tracts of land lying in the counties of Webster and Henderson, Kentucky, but the greater portion of said tracts, as a whole, being in Webster County, Kentucky:

TRACT 1: Known as Lot #5 in the division of the lands of George W. Hunter, deceased, and BEGINNING at a stone marked GH between two gums, corner with William Watson and in line with Newton Hunter; running thence N 88-40 W 23 poles and 18 links to a stake, Harvey Hunter's corner in Watson's line; thence N 2-1/2 E 110 poles and 8 links to a stake, corner with Harvey Hunter; thence S 88-41 E 46 poles and 22 links to a stake, corner with Lot #6; thence S 2-1/2 E 71 poles to a stake in Newton Hunter's line and corner to Lot #6; thence N 85-3/4 W 27 poles and 22 links to a stone marked GH, Newton Hunter's corner; thence S 1-1/4 W 39 poles and 12 links to the beginning, containing 25.7 acres.

TRACT 2: Containing 42 acres and being the same allotted to Harvey Hunter in the division of the lands of George W. Hunter, deceased and conveyed to Joseph Clark by Harvey Hunter and wife, Sallie Hunter, by deed dated January 12, 1899, recorded in Henderson County Court Clerk's Office in Deed Book 27, page 336, BEGINNING at a stone, corner to A. Hunter in Watson's line and being also the beginning corner of the original survey; running thence S 88-40 E 52 poles and 12 links to a stake in the Watson line, corner to lots No. 5 (Ella M. Hunter); thence N 2-1/2 E 110 poles and 8 links to a stake in line of Lot No. 4, corner to Lot No. 5; thence N 88-41 W 102 poles to a stake on East bank of the Knoblick Road, corner with Dower; thence S 4-1/2 E 22 poles and 8 links to a stone; thence S 88-1/2 E 43 poles to a stone marked GH; thence S 2-1/2 W 88 poles to the beginning, containing 42 acres.

TRACT 3: Conveyed to Joseph Clark by S.J. Hunter, by deed dated February 6, 1896, of record in Webster County Court Clerk's Office in Deed Book 29, page 324; and BEGINNING at a stone, Newton Hunter's corner in the Barnett line; thence N 1-1/2 E 73 poles

and 8 links to a stone marked GH between black oak; thence N 88-4 W 51 poles and 3 links to a stake, corner to Lot #5; thence S 2-1/2 E 71 poles to a stake, Newton Hunter's line; corner to Lot #5; thence S 85-3/4 E 51 poles and 3 links to the beginning, containing 23 acres.

TRACT 4: BEGINNING at a stone, corner with Mrs. Florence E. Clark; thence S 80° 15' E 1304 feet to a stone corner with Mrs. Florence E. Clark in John D. Walker's line; thence S 6° 15' W 837.5 feet to a stone in John D. Walker's line; thence with a division line N 82.15° W 1300 feet to a stone in William E. Clark's line; thence with his line N 6° 28' E 179 feet to a stake near green stump; thence N 5° 35' E 658.4 feet to the point of beginning, and being the North 25 acres, more or less, of the 103-1/4 acre tract conveyed to Florence E. Clark by William Ed Clark, single, by deed dated February 24, 1940, and recorded in Deed Book 89, page 488, in the Webster County Court Clerk's Office.

LESS AND EXCEPT:

Coal deed dated May 5, 1979, of record in Deed Book 178, Page 33, of the Webster County Clerk's Office between Howard D. King and Virginia Helen King, husband and wife, and Peabody Coal Company. Such deed contains the following language:

"The Grantors convey to the Grantee the right to mine and remove said coal by any method except strip mining, free from any liability caused by the removal of said coal and, in addition, the right to make underground passages through, to and from the above-described premises and to haul through said passages coal from other near by lands."

Also, subject to any other mineral reservations of record including the following Webster County deeds; dated February 16, 1945, of record in Deed Book 97, Page 137; deed dated February 4, 1947, of record in Deed Book 100, Page 611; deed dated March 18, 1960 of record in Deed Book 121, Page 116.

ALSO LESS AND EXCEPT:

There is excepted from Tract 2 the 6.211 acres conveyed from Virginia Helen King to Jackie Lloyd, et ux, by deed dated "_____", 1987, of record in Deed Book 198, Page 37, of the Webster County Clerk's Office, and being described as follows:

A certain tract or parcel located approximately 3.0 miles northwest of the town of Sebree, in Webster County, Kentucky, and being more specifically described as follows:

BEGINNING at a spike set in the centerline of Old Knoblick Road, the northwest corner of the John D. Zieman property as recorded in Deed Book 98, Page 418, in the Webster County Court Clerk's Office and being the southwest corner of the Helen King property, Deed Book 164, Page 437, of which this description is a part; thence with the centerline of said road, North 5 degrees 32 minutes 13 seconds West, (passing a sign marking the Webster and Henderson County line at 19.90 feet to the right, at 176.92 feet), a total distance of 365.96 feet to a spike set in the centerline of said road, corner to the Gary Mabry property as recorded in Deed Book 336, Page 780, in the Henderson County Court Clerk's Office; thence with said Mabry property, and then with the Thomas McMullin property as recorded in Deed Book 128, Page 422, in the Henderson County Court Clerk's Office, South 88 degrees 44 minutes 09 seconds East, passing an iron

pin found at 170.92 feet, a total distance of 770.92 feet, to an iron pin set at a fence post in said McMullin's line; thence severing said King property the following two (2) calls:

1) South 2 degrees 58 minutes 17 seconds West, 342.92 feet to a fence post, corner to said King property;

2) South 47 degrees 20 minutes 02 seconds West, 31.72 feet to a fence post, corner to said King property and being the northeast corner of said Zieman property; thence with said Zieman property North 88 degrees 37 minutes 13 seconds West, 694.52 feet to the point of beginning containing 6.211 acres, being subject to all legal written and unwritten easements and rights-of-ways.

This description was prepared from a physical survey conducted by Branson Surveying, Inc., under the direction of P.T. Bailey, KY RLS #306 on May 21, 1987. You are also referred to a survey plat of record in Plat Book 4, Page 6-A, of the Webster County Clerk's Office which is incorporated herein by reference.

All of said tracts to contain 109.5 acres, more or less.

And being more particularly described by current survey as follows:

A certain tract or parcel located approximately seven hundred and seventy one feet east of the Old Knoblick Road near the Henderson County line in Webster County, Kentucky and being more specifically described as follows:

Beginning at an iron pin set at the northeast corner of the Barry West property recorded in Deed Book 198 Page 596 at the Webster County Court Clerk's Office, said iron pin also being in the south line of the John Fisher property recorded in Deed Book 432 Page 389 at the Henderson County Court Clerk's Office; thence with the south line of said Fisher property and the south line of the James Bullock property recorded in Deed Book 219 Page 652 at the Henderson County Court Clerk's Office, SOUTH 83 DEGREES 46 MINUTES 05 SECONDS EAST, a distance of 1999.74 feet to an iron pin set at a corner of the Clarence Crafton property recorded in Deed Book 205 Page 117 at the Webster County Court Clerk's Office, thence with the west line of said Crafton property the following two (2) calls:

1. SOUTH 83 DEGREES 46 MINUTES 05 SECONDS EAST, a distance of 529.23 feet to an iron pin set at a corner of said Crafton property;
2. SOUTH 06 DEGREES 46 MINUTES 18 SECONDS WEST, a distance of 2045.09 feet to an iron pin set at a corner of the Billy & Gilbert Hobgood property recorded in Deed Book 199 Page 743 at the Webster County Court Clerks Office; NORTH 01 DEGREES 24 MINUTES 04 SECONDS EAST, a distance of 182.28 feet to an iron pin set at a corner of said Billy & Joan Hobgood property;

thence with the north line of said Billy & Gilbert Hobgood property and the north line of the Billy & Joann Hobgood property recorded in Deed Book 223 Page 697 at the Webster County Court Clerk's Office the following three (3) calls:

1. NORTH 81 DEGREES 35 MINUTES 19 SECONDS WEST, passing an iron pin found on line at 1200.25 feet, a total distance of 1300.00 feet to an iron pin set at a corner of said Billy & Joann Hobgood property;
2. NORTH 01 DEGREES 24 MINUTES 04 SECONDS EAST, a distance of 182.28 feet to an iron pin set at a corner of said Billy & Joann Hobgood property;
3. NORTH 83 DEGREES 11 MINUTES 04 SECONDS WEST, a distance of 1257.30 feet to an iron pin set at the southeast corner of the Billy & Joann Hobgood property recorded in Deed Book 199 Page 743 at the Webster County Court Clerk's Office;

thence with the east line of said Billy & Joann Hobgood property, NORTH 07 DEGREES 23 MINUTES 22 SECONDS EAST, a distance of 1438.65 feet to a point located at the southeast corner of said Barry West property; thence with the east line of said West property the following two (2) calls:

1. NORTH 57 DEGREES 17 MINUTES 23 SECONDS EAST, a distance of 31.72 feet to an iron pin set at a corner of said West property;
2. NORTH 07 DEGREES 36 MINUTES 06 SECONDS EAST, a distance of 342.92 feet to the point of beginning, containing 112.5878 acres, and being subject to all legal written

and unwritten easements and rights of way. This description was prepared from a physical survey conducted under the direction of Bruce K. Bailey, KY RLS #2939 on June 30, 1998.

Being the same property conveyed to Terry T. Duncan and his wife, Debra L. Duncan, by deed from Virginia Helen King, a widow, dated June 20, 1987, of record in Deed Book 198, Page 92, Webster County Clerk's Office. See also Quitclaim Deed from Debra Laraye Duncan, unmarried, to Terry Toy Duncan, unmarried, dated August 16, 1990, of record in Deed Book 206, Page 166, Webster County Clerk's Office.

083-001-000

TRACT NO. 1: Beginning at a stone between two black oaks marked G.H. running thence 87 ½, E. 15 poles and 6 links to a stone four poles center of Railroad 50 feet vertical line; thence N. 3 poles and 10 links from center of Railroad; thence N. 84 W 13 poles and 10 links to a stake in Spencer's line corner to lot No. 2; thence S. 2-1/2 W. 107 poles to a stake in line No. 2; thence S 88.41 E. 30 poles and 23 links to the beginning containing 21-28/100 acres. The foregoing tract of land is in Henderson County, Kentucky.

TRACT NO. 2: Lying in Webster County, Kentucky, adjoining tract No. 1; beginning at a stake about 40 feet from center of Railroad, corner to C.D. Hester; thence N. 88 W 19 ½ poles, less 40 feet from center of Railroad to a stake or stone marked G.H.; thence S 2 W 146 poles and 12 links to a stake in Clark's line; thence S 88 E 91 ½ poles to a stake less 40 feet from center of R.R. to a line fence no ~~located~~; thence with said fence 40 feet center of R.R.; thence N. 24-3/4 W. said Railroad as it meanders 127 poles and 5 links; thence N 21 W 36 poles to the beginning containing 50 1/4 acres more or less, less 96/100 acres sold to Railroad Co.

TRACT NO. 3: Lying in Webster County, Kentucky, beginning at a stake corner to C.D. Hester; thence S. 3 W 12.07 chains to a stone corner to D.R. Robards; thence S. 85 E. 29.12 chains to a stone in west line of R.R.; thence N. 25 W. 13.94 chains corner to C.D. Hester in west line of R.R.; thence N. 85 W. 22.71 chains to the beginning containing 31-35/100 acre.

All of said tracts to contain 99.4 acres, more or less

And more particularly described by current survey as follows:

A certain tract or parcel located at the southwest intersection of the Pedler McDonald Road and the C.S.X. Railroad in Henderson and Webster Counties, Kentucky and being more specifically described as follows:

Beginning at a P.K. nail set at the intersection of the centerline of the existing pavement of the Pedler McDonald Road and the west right-of-way line of the C.S.X. Railroad; thence with the west right-of-way line of said railroad the following ten (10) calls:

- 1) thence around a curve to the right, through a central angle of 01 DEGREES 20 MINUTES 55 SECONDS, an arc distance of 133.91 feet, a chord bearing of SOUTH 11 DEGREES 03 MINUTES 10 SECONDS EAST, a distance of 133.90 feet to an iron pin set in said right-of-way line;
- 2) thence SOUTH 10 DEGREES 22 MINUTES 43 SECONDS EAST, a distance of 1364.37 feet to an iron pin set in said right-of-way line;
- 3) thence around a curve to the left, through a central angle of 10 DEGREES 17 MINUTES 32 SECONDS, an arc distance of 1036.40 feet a chord bearing of SOUTH 15 DEGREES 31 MINUTES 29 SECONDS EAST, a distance of 1035.01 feet to an iron pin set in said right-of-way line;
- 4) thence SOUTH 20 DEGREES 40 MINUTES 14 SECONDS EAST, a distance 1327.40 feet to an iron pin set in said right-of-way line;
- 5) thence SOUTH 69 DEGREES 19 MINUTES 46 SECONDS WEST, a distance of 100 feet to an iron pin set in said right-of-way line;
- 6) thence SOUTH 20 DEGREES 40 MINUTES 14 SECONDS EAST, a distance of 390.00 feet to an iron pin set in said right-of-way line;
- 7) thence NORTH 69 DEGREES 19 MINUTES 46 SECONDS EAST, a distance of 90 .00 feet to an iron pin set in said right-of-way line;
- 8) thence SOUTH 20 DEGREES 40 MINUTES 14 SECONDS EAST, a distance of 275.00 feet to an iron pin set in said right-of-way line;
- 9) thence NORTH 69 DEGREES 19 MINUTES 46 SECONDS EAST, a distance of 10.00 feet to an iron pin set in said right-of-way line;
- 10) thence SOUTH 20 DEGREES 40 MINUTES 14 SECONDS EAST, a distance of 912.82 feet to an iron pin set in the north line of the Andrew Smith property recorded in Deed Book 165 Page 590 at the Webster County Court Clerk's Office;

thence with the north line of said Smith property, NORTH 81 DEGREES 13 MINUTES 42 SECONDS WEST, a distance of 1926.36 feet to a fence corner post found in the east line of the Billy Hobgood property recorded in Deed Book 144 Page 363; thence with the east line of said Hobgood property, NORTH 06 DEGREES 46 MINUTES 18 SECONDS EAST, a distance of 1168.76 feet to an iron pin set at the southeast corner of the Terry Duncan property recorded in Deed Book 198 Page 93; thence with the east line of said Duncan property; NORTH 06 DEGREES 46 MINUTES 18 SECONDS EAST, a distance of 2045.09 feet to an iron pin set at the northeast corner of said Duncan property; thence with the north line of said Duncan property, NORTH 83 DEGREES 46 MINUTES 05 SECONDS WEST, a distance of 529.23 feet to an iron pin set at the southeast corner of the James Bullock property recorded in Deed Book 219 Page 652 at the Henderson County Court Clerk's Office; thence with the east line of said Bullock property, NORTH 08 DEGREES 17 MINUTES 20 SECONDS EAST, a distance of 1712.69 feet to a P.K. nail set in the centerline of the existing pavement of said Padler McDonald Road; thence with the centerline of said existing pavement, SOUTH 78 DEGREES 05 MINUTES 09 SECONDS EAST, a distance of 235.12 feet to the point of beginning, containing 98.8936 acres, and being subject to all legal written and unwritten easements and rights of way. This description was prepared from a physical survey conducted under the direction of Bruce K. Bailey, KY RLS #2939 on July 6, 1998.

Being the same property conveyed to Davis Sprague, Exchangeor, by deed from Clarence C. Crafton, III and his wife, Helen C. Crafton, dated 08 21, 1998, of record in Deed Book 482, Page 703, Henderson County Clerk's Office.

Entire parcels contain approximately 549.7496 acres more or less.

EXHIBIT B

Site Plan Showing Location of the Property within the Land

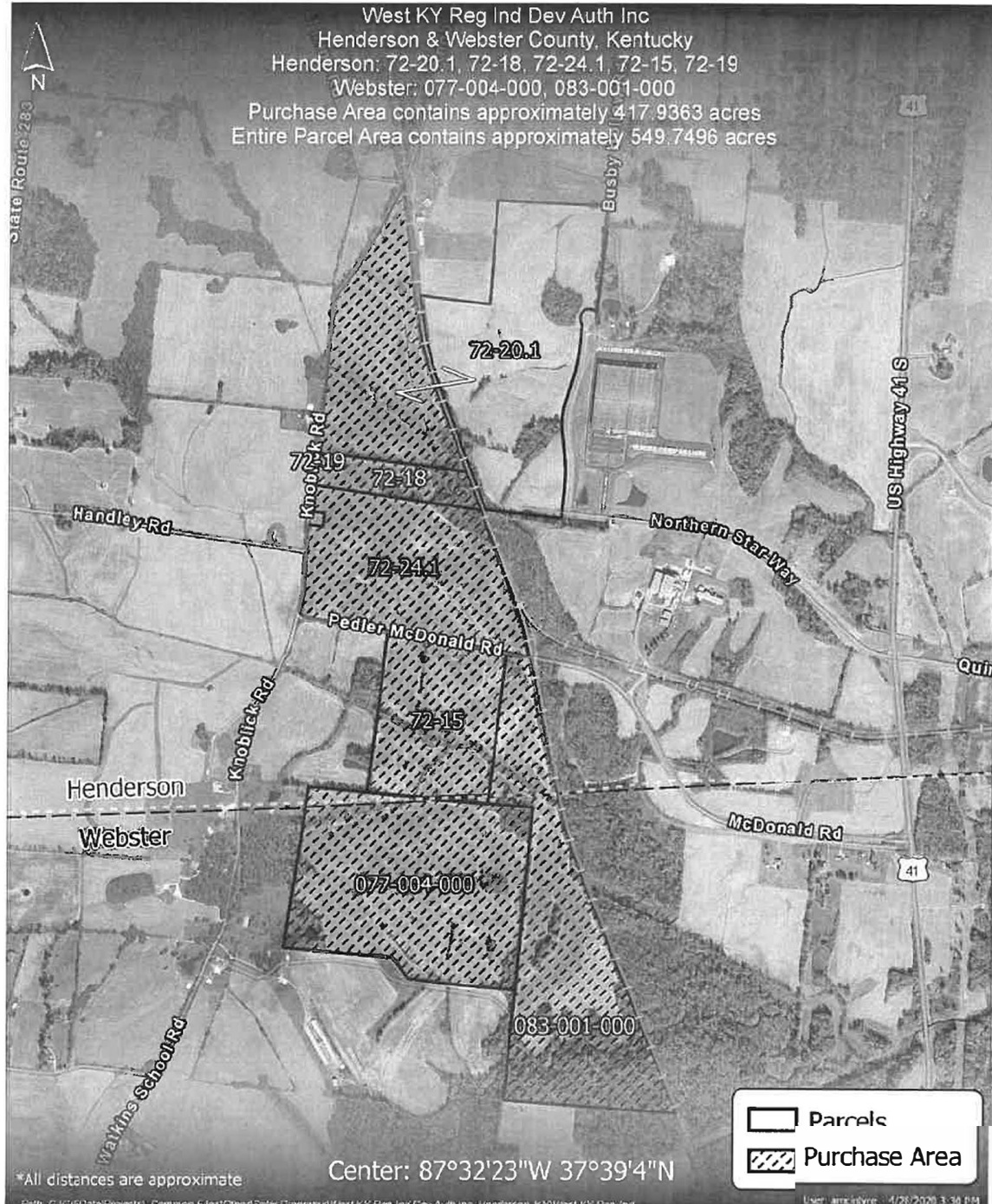


EXHIBIT C

Permitted Encumbrances

1. The lien of real estate taxes and special assessments not yet due and payable in 202__ and thereafter.
2. Building and zoning laws, ordinances, and state and federal regulations which do not interfere with Buyer's proposed development and use of the Property for solar energy production and transmission purposes.
3. Such other title matters as are disclosed on the Commitment and which are accepted by Buyer or deemed accepted by Buyer in accordance with the provisions of the Purchase Agreement.
4. Prior mineral reservations.
5. Public roadway easements.

EXHIBIT D

Space above this line for recording purposes only

MEMORANDUM OF PURCHASE AGREEMENT

THIS MEMORANDUM OF PURCHASE AGREEMENT is made effective as of _____, 2020, by and between West Kentucky Regional Industrial Development Authority, Inc., a Kentucky corporation, whose address is: 25 US Highway 41A South, Dixon, Kentucky 42409 (“**Seller**”) and Henderson Solar, LLC, a Delaware limited liability company, whose address is: 8400 Normandale Lake Blvd, Suite 1200, Bloomington, MN 55437 (“**Buyer**”).

RECITALS

- A. Seller is the fee owner of the parcel or parcels of land (the “**Land**”) located in the Counties of Henderson and Webster, State of Kentucky legally described in attached **Exhibit A**.
- B. Seller and Buyer have entered into a purchase agreement dated _____, 2020 (the “**Purchase Agreement**”), under which Seller has agreed to sell the Land to Buyer, as generally shown on attached **Exhibit B** (the “**Property**”).
- C. The parties wish to record this instrument to give notice to third parties of the existence of the Purchase Agreement and the rights in the Property held by Buyer as the purchaser under the Purchase Agreement.

PROVISIONS

IN CONSIDERATION of the mutual covenants of the parties described herein, the execution of this Memorandum of Purchase Agreement by the parties and other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Seller and Purchaser acknowledge that they have entered into the Purchase Agreement, pursuant to which Buyer has agreed to buy the Property from Seller and Seller has agreed to sell the Property to Buyer.
2. This Memorandum of Purchase Agreement has been executed and delivered by the parties for the purpose of recording and giving notice that a contractual relationship for the sale of the

Property has been created between the Seller and the Buyer in accordance with the terms, covenants and conditions of the Purchase Agreement.

3. The terms and conditions of the Purchase Agreement are incorporated by reference into this Memorandum of Purchase Agreement as if set forth fully herein at length.

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Purchase Agreement to be duly executed as of the day and year first above written.

BUYER

Henderson Solar, LLC,
a Delaware limited liability company

SELLER

West Kentucky Regional Industrial
Development Authority, Inc., a Kentucky
Corporation

By: _____

Name: Jeff Ringblom
Its: Chief Financial Officer

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Jeff Ringblom, the Chief Financial Officer of Henderson Solar, LLC, a Delaware limited liability company, on behalf of the company.

Notary Public

STATE OF KENTUCKY)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, as _____ of West Kentucky Regional Industrial Development Authority, Inc., a Kentucky corporation, on behalf of the corporation.

(Signature of person taking acknowledgment)
(Title or Rank): _____
(Serial number, if any): _____

STATE OF KENTUCKY)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, as _____ of West Kentucky Regional Industrial Development Authority, Inc., a Kentucky corporation, on behalf of the corporation.

(Signature of person taking acknowledgment)
(Title or Rank): _____
(Serial number, if any): _____

This instrument prepared
by and return to:
Henderson Solar, LLC
c/o Geronimo Energy, LLC
8400 Normandale Lake Blvd, Suite 1200
Bloomington, MN 55437

By: _____
Laura Vaughan

EXHIBIT A**Legal Description of the Land**

Tax Parcel ID No(s): 72-20.1; 72-18; 72-19; 72-24.1; 72-15; 077-004-000; 083-001-000

72-20.1

Tract No. 1: Beginning at a stake corner to Lot No. 4, thence with L & N right of way S 23 1/2 E 2.50 chains to a stake, corner to Lot No. 8 of this division, thence S 85 3/4 E 28 chains to a stake, corner to Lot No. 8 in the Hutchison line, thence N 4 E 6.71 chains to a stake in the Hutchison line, corner to Lot No. 5, thence N 85 3/4 W 31.75 chains to the beginning, containing 20 acres. A passway 16 1/2 feet wide is reserved along the L & N right of way over this lot for the benefit of all the lots east of R.R.

Tract No. 2: Beginning at a stake in the east line of L & N right of way corner to Lot No. 8, thence S 23 1/2 E 9.38 chains to a stake in Geo. Spencer's line where it crosses the east line of L & N right of way, thence S 84 1/2 E 20.02 chains to a stake corner to Geo. Spencer, thence N 4 E 9.24 chains to a stake, corner to Lot No. 8, thence N 85 3/4 W 24 chains to the beginning, containing 20 acres.

Tract No. 3: Beginning at a stake in the original line of tract where it crosses the east line of L & N right of way, thence S 11 E 7 chains S 15 1/2 E 5 chains S 23 1/2 E 50 links to a stake, corner to Lot No. 7 of this division, thence S 85 3/4 E 31.75 chains to a stake in the Hutchison line, corner to Lot No. 7, thence N 4 E 8.74 chains to a stake, corner to the Hutchison tract, thence S 89 W 23.60 chains to a stake, thence N 1 1/2 E 4.94 chains to a stake corner to the Hester line, thence N 85 3/4 W 11.46 chains to the beginning, containing 29.34 acres.

Tract No. 4: Beginning at a stake corner to Lot No. 7, thence S 23 1/2 E with the east line of L & N right of way, 8.50 chains to a stake corner to lot No. 9 of this division, thence S 85 3/4 E 24 chains to a stake, corner to Lot No. 9 in the Hutchison line, thence N 4 E 7.70 chains to a stake in the Hutchison line corner to Lot No. 7, thence N 85 3/4 W 28 chains to the beginning, containing 20 acres. A passway 16 1/2 feet wide is reserved along the L & N right of way over this lot for the benefit of Lot No. 9.

Tract No. 5: Beginning at a stake on the east side of the Knoblick Road corner to Lot No. 2 of this division. Thence S 85 3/4 E 21.30 chains to a stake, corner to Lot No. 2 in the west line of L & N R.R. right of way. Thence N 23 1/2 W. 8.50 chains to a stake in west line

of said right of way corner to Lot No. 4 of this division, thence N 85 3/4 W 17.90 chains to a stake in the east side of the Knoblick Road, corner to Lot No. 4; thence S 4 W 9.50 chains to the beginning, containing 15 acres.

Tract No. 6: Beginning at a stake in the east side of Knoblick Road corner to Lot No. 3. Thence S 85 3/4 E 17.90 chains to a stake corner to Lot No. 3, in the west line of L & N R.R. right of way, a passway 16 1/2 feet wide is reserved along this line over the land of this lot for the benefit of all the lots of this division east of the L & N R.R. thence N 23 1/2 W 2.50 chains to a stake, angle in R.R. a passway 30 feet wide is reserved along this line from corner of Lot No. 3, 90 links long, as shown in plat for the benefit of all the lots of this division east of L & N R.R. this is done to enable to the lots to use the R.R. crossing, as now constructed, thence N 15 1/2 W 5 chains, N 11 W 3.05 chains to a stake corner to Lot No. 5 of this division. Thence N 85 3/4 W 14 chains to a stake on the east side of Knoblick Road, corner to Lot No. 5, thence S 4 W 9.50 chains to the beginning, containing 15 acres, including this passway.

Tract No. 7: Beginning at a stake on the east side of the Knoblick Road corner to Lot No. 4. Thence with the line of Lot No. 4 S 85 3/4 E 14 chains to a stake, corner to Lot No. 4 in the west line of L & N R.R. right of way. Thence N 11 W 3.95 chains to a stake, in the original line of tract where it crosses the west line of L & N R.R. right of way. Thence N 85 3/4 W 13.33 chains to a stake corner to Mrs. Mary E. Denton in Gish's line. Thence S 4 W 3.83 chains to the beginning, containing 5.31 acres.

Tract No. 8: Beginning at a stake in the east side of the Knoblick Road corner to Lot No. 1 of this division; thence S 85 3/4 E 24.75 chains to a stake, corner to Lot No. 1 in west line of L & N R.R. right of way; thence N 23 1/2 W 7.52 chains to a stake in said line of right of way, corner to Lot No. 3 of this division; thence N 85 3/4 W 21.30 chains to a stake on east side of Knoblick Road corner to Lot No. 3; thence S 4 W 6.95 1/2 chains to the beginning, containing 16 acres.

Tract No. 9: Beginning at a stake, the southwest corner of the Enoch G. Bakins' tract and corner to the land of L.D. Denton, a dogwood 1 foot in diameter bears south 78 1/4 degrees east distant 5 links (2 post oaks) the original corner stone being down and gone; thence with L.D. Denton's line north 88 1/2 degrees east 18 16/100 chains to a stone corner to west side of passway thence north 1 1/2 degrees east 22 35/100 chains to a stone in the west line of passway and corner to Lot No. 2 sassafras 8 inches in diameter bears north 46 1/2 degrees west distant 18 links and a black oak side line tree, bears north 4 degrees east distant 22 links; thence south 88 1/2 degrees west 18 28/100 chains to a stone in Dr. L. Coltingham's line, a corner to Lot No. 2, thence south 1 degree west 22 35/100 chains to the beginning, containing 42 71/100 acres.

There is further conveyed any interest the Grantors have or right to use a passway for the benefit of this tract leading to the Robards-Rockhouse Road.

Tract No. 10: A tract of land in Henderson County, Kentucky, containing the dwelling and other improvements and bounded as follows: Beginning at a stake in the center of the L & N Railroad in Doc Denton's line; thence with the center of said railroad N 11 1/4 W 76 poles and 20 links to a stake in the center of railroad corner to Lee Eakins part at railroad crossing on Knoblick Road; thence N 87 3/4 W

114 poles and 13 links to a stake in the fence corner to Leo Eakins part; thence S 3 1/4 W with the fence 74 poles and 4 links to a stake in Doc Denton's line and corner to Lee Eakins Lot; thence S 87 3/4 132 poles and 11 links to the beginning, containing 57.26 acres.

LESS AND EXCEPT:

Beginning at the northwest corner of the tract of land containing 57.26 acres, thence in a southerly direction 74 poles and 4 links to stake in Mrs. Doc Denton's line to the west line of Knoblick Road; thence in a northerly direction to the point in the north line of said tract and where the west line of Knoblick Road, if existed, would intersect the north line of said tract and corner to Leo Eakins, said line passing 15 rods to the west of the residence of Younger Gish; thence in a westerly direction to the point of beginning and containing 35 acres.

Tract No. 11: Beginning at a pin in the line of existing lane and in the south line of the Presbyterian Church tract of record in Deed Book 375, page 246; thence with said tract N 6° 50' 30" E 150.00 feet to pin; leaving the lane S 85° 51' 49" E 133.50 feet to pin; S 50° 50' 50" W 160.00 feet to pin in south line above tract; N 86° 51' 49" W 150 feet to the point of beginning.

All of said tracts to contain 198.2 acres, more or less.

And more particularly described by current survey as follows:

Tract I

A certain tract or parcel located on the west side of U.S. Highway 41 approximately 0.23 miles north of McDonald Road in Henderson County, Kentucky and being more specifically described as:

Beginning at an iron pin set in the right-of-way of the South Central Bell Telephone easement along the west right-of-way of the CSX Railroad, said iron pin also being a corner of the Walter I. and Charlotte Hinton property recorded in Deed Book 237 Page 143 at the Henderson County Court Clerk's Office; thence NORTH 81 DEGREES 49 MINUTES 53 SECONDS WEST, a distance of 1658.13 feet to an iron pin set in the east right-of-way of State Route 416 (Knoblock Road), said iron pin also being at a corner to the Anna Head property recorded in Deed Book 227 Page 313 at the Henderson County Court Clerk's Office; thence NORTH 06 DEGREES 58 MINUTES 37 SECONDS EAST, a distance of 1656.88 feet to a point; thence around a curve to the right with a radius of 327.95 feet, through an arc distance of 243.21 feet, a chord bearing of NORTH 28 DEGREES 09 MINUTES 17 SECONDS EAST, a distance of 237.68 feet to a point; thence around a curve to the left with a radius of 767.48 feet, through an arc distance of 123.67 feet, a chord bearing of NORTH 36 DEGREES 20 MINUTES 08 SECONDS EAST, a distance of 123.53 feet to a point; thence NORTH 32 DEGREES 06 MINUTES 20 SECONDS EAST, a distance of 685.25 feet to a point; thence around a curve to the left with a radius of 5443.91 feet, through an arc distance of 468.80 feet, a chord bearing NORTH 27 DEGREES 51 MINUTES 17 SECONDS EAST, a distance of 468.66 feet to an iron pin set, said iron pin also being in the west right-of-way line of the South Central Bell telephone

easement along the west right-of-way line of the CSX Railroad; thence SOUTH 05 DEGREES 54 MINUTES 39 SECONDS EAST, a distance of 1545.50 feet to a point; thence around a curve to the right with a radius of 3786.04 feet, through an arc distance of 1005.16 feet, a chord bearing of SOUTH 15 DEGREES 25 MINUTES 18 SECONDS EAST, a distance of 1002.21 feet to a point; thence SOUTH 19 DEGREES 51 MINUTES 42 SECONDS EAST, a distance of 723.74 feet to the point of beginning, containing 62.25 acres, and being subject to all legal written and unwritten easements and rights of way.

TRACT 2

A certain tract or parcel located on the west side of U.S. Highway 41 approximately 0.23 miles north of McDonald Road in Henderson County, Kentucky and being more specifically described as:

Beginning at an iron pin set in the east right-of-way line of the CSX Railroad, said iron pin also being at a corner of the K.B. Alloys, Inc. property recorded in Deed Book 317 Page 255 and Deed Book 373 Page 276 at the Henderson County Court Clerk's Office; thence NORTH 19 DEGREES 51 MINUTES AND 05 SECONDS WEST, a distance of 1242.24 feet along the east right-of-way line of said CSX Railroad to a point; thence around a curve to the right with a radius of 3706.04 feet, through an arc distance of 983.92 feet, a chord bearing of NORTH 15 DEGREES 25 MINUTES 18 SECONDS WEST, a distance of 981.94 feet to a point; thence NORTH 06 DEGREES 19 MINUTES 19 SECONDS WEST, a distance of 306.17 feet to an iron pin set at a corner, said pin also being a corner to R. L. and Betty Knight property recorded in Deed Book 336 Page 813 at the Henderson County Court Clerk's Office; thence SOUTH 82 DEGREES 14 MINUTES 45 SECONDS EAST, a distance of 765.29 feet to an iron pin set at a corner of said Knight property; thence NORTH 05 DEGREES 12 MINUTES 23 SECONDS EAST to an iron pin set at a corner to the Lucille and M.L. Eakins property recorded in Deed Book 344 Page 427 at the Henderson County Clerk's Office; thence SOUTH 87 DEGREES 14 MINUTES 13 SECONDS EAST, a distance of 1207.34 feet to an iron pin set at a corner to said Eakins property; thence SOUTH 05 DEGREES 40 MINUTES 17 SECONDS WEST, a distance 1465.26 feet to an iron pin set at a corner of the Presbyterian Church of Henderson recorded in Deed Book 375 Page 246 at the Henderson County Court Clerk's Office; thence SOUTH 85 DEGREES 57 MINUTES 50 SECONDS EAST, a distance of 372.19 feet to an iron pin found, said iron pin also being at a corner to said K.B. Alloys property; thence SOUTH 07 DEGREES 09 MINUTES 00 SECONDS WEST, a distance of 2155.55 feet to an iron pin found, said iron pin also being in a corner of said K.B. Alloys property; thence NORTH 79 DEGREES 56 MINUTES 16 SECONDS WEST, a distance of 1329.73 feet to the point of beginning, containing 131.81 acres, and being subject to all legal written and unwritten easements and rights of way.

being the same property conveyed to James A. Clary II and his wife, Mary I. Clary, by deed from Ohio Valley National Bank of Henderson and Harry L. Mathison, Jr., Co-Trustees under the will of George A. Hoffman, deceased, dated March 3, 1990, of record in Deed Book 01, Page 139, Henderson County Clerk's Office.

72-18

In the Robards section of Henderson County, Kentucky, a certain tract of land, being Lot No. 1 in the division of the lands of L.D. Denton, deceased, bounded and described as follows:

Beginning at a stake on the East side of the Knoblick Road, corner to George Spencer, thence with Spencer's line S 84 ½ E 28.32 chains to a stake in Spencer's line where same crosses the West line of the Louisville and Nashville Railroad Company's right of way; thence with said West line N 23 ½ W 7.36 chains to a stake, corner to Lot No. 2, thence N 85 ¾ W 24. 75 chains to a stake on the East side of the Knoblick Road, corner to Lot No. 2, thence S 4 W 5.3175 chains to the beginning, containing 16 acres, more or less.

Less a tract fronting 210 feet on the Knoblick Road and running back between parallel lines a distance of 210 feet, and being the tract reserved by Walker Eugene Edwards, et ux, by deed dated September 2, 1966, of record in Deed Book 227, Page 313, Henderson County Clerk's Office.

Also being more particularly described by current survey as follows:

A certain tract or parcel located on the east side of the Old Knoblick Road approximately 0.11 miles north of McDonald Road in Henderson County, Kentucky and being more specifically described as follows:

Beginning at an iron pin set in the east right-of-way line of Old Knoblick Road, said iron pin also being at a corner of the Anna Head property recorded in Deed Book 227 Page 313 at the Henderson County Court Clerk's Office, said iron pin also being located 19.60 said Clary property, SOUTH 81 DEGREES 49 MINUTES 53 SECONDS EAST, a distance of 1448.15 feet to an iron pin set at a corner of the said Clary property, also being in the west right-of-way line of the C. S.X. Railroad; thence running parallel to and 40 feet west of the centerline of the C.S.X. Railroad, SOUTH 19 DEGREES 48 MINUTES 54 SECONDS EAST, a distance of 467.31 feet to an iron pin set in said C. S.X. Railroad light-of-way also being at a corner of the Terry Duncan property recorded in Deed Book 43 Page 514 at the Henderson County Court Clerk's Office; thence with the north line of the said Duncan property, NORTH 79 DEGREES 57 MINUTES 23 SECONDS WEST, a distance of 1874.94 feet to an iron pin set at a corner of said Duncan property, also being 19.60 feet from a P.K. nail found in the pavement of Old Knoblick Road; thence with the east right-of-way line of Old Knoblick Road, NORTH 07 DEGREES 35 MINUTES 59 SECONDS EAST, a distance of 141.34 feet to the point of beginning, containing 14.396 acres and being subject to all legal written and unwritten easements and rights of way. This description was prepared from a physical survey conducted under the direction of Gordon B. Stacy, KY RLS #2896 on June 29, 1998.

Being the same property conveyed to Walter J. Hinton and his wife, Charlotte Ann Hinton, jointly with survivorship, by deed from Owen Gregory and his wife, Frances L. Gregory, dated July 12, 1968, of record in Deed Book 237, Page 143, Henderson County Clerk's Office. As shown by Will of record in Will Book 23, Page 417, Charlotte A Hinton, is now deceased. According to the order of probate, Mrs. Hinton died June 23, 1994, and by virtue of the survivorship clause contained in the above-described deed, title is now vested in the survivor, Walter J. Hinton.

72-19

A tract fronting 210 feet on the Knoblick Road and running back between parallel lines a distance of 210 feet, and being the tract on which grantors now reside.

And more particularly described by current survey as follows:

A certain tract or parcel located on the east side of the Old Knoblick Road approximately 0.80 miles north of the Webster County line in Henderson County, Kentucky and approximately 1600 feet north of McDonald road, being more specifically described as follows:

beginning at an iron pin set in the east right-of-way line of Old Knoblick Road, said iron pin also being in the south property line of James A. Clary II and Mary I. Clary property recorded in [Deed Book 403, Page 139](#), at the Henderson County Court Clerk's Office, said iron pin also being located 19.60 feet from a P.K. nail found in the pavement of Old Knoblick Road; thence with the south line of said Clary property, South 81 degrees 49' 52" East, a distance of 210.00 feet to an iron pin set in the south line of said Clary property also being at a corner of Walter J. and Charlotte A. Hinton property recorded in [Deed Book 237, Page 143](#), at the Henderson County Court Clerk's Office; thence south 07 degrees 35' 59" West, a distance of 210.00 feet to an iron pin at a corner of said Hinton property; thence with the north line of said Hinton property, North 81 degrees 49' 52" West, a distance of 210.00 feet to an iron pin set at a corner of the said Hinton property, also being in the east right-of-way line of Old Knoblick Road also being 19.60 feet east of a P.K. nail found in the pavement of Old Knoblick Road; thence running parallel to and 19.60 feet east of the centerline of Old Knoblick Road, North 07 degrees 36' 01" East, a distance of 210.00 feet to the point of beginning, containing 1.012 acres and being subject to all legal written and unwritten easements and rights of way. This description was prepared from a physical survey conducted under the direction of Gordon B. Stacy, KY RLS #2896 on June 29, 1998.

Being the same property conveyed to West Kentucky Regional Industrial Development Authority, Inc. by Deed dated October 20, 1998, of record in [Deed Book 482, Page 668](#), in the Office of the Clerk of Henderson County, Kentucky.

72-24.1

Tract U: On the waters of Graves Creek, beginning at a white oak post oak and hickory corner to a 400 acre survey of Rankin and the Widow Hill corner; thence N 4 E 44 poles and 10 links to a post oak corner to Hunters 400 acre survey; thence with the line of that survey N 68-3/4 W 19 poles to an elm and black corner to lot No. 3 on the east side of the public landing to Henderson; thence with the line of Lot No. 3 N 2-1/2 poles to two black oaks and post oak corner to Lot No. 5; thence with the line of Lot No. 5 S 86-3/4 E 202 poles to a dogwood and two gums, one of which is a fore and aft tree in the dusson line corner to Lot No. 5 and in George Alexander's line; thence with his line S 1/4 deg. E 47 poles to a stone between three post oaks formerly corner to Holloway and Soaper; thence N 86-3/4 W 183 poles to the beginning, containing 54 acres.

Tract V: A tract of land about 1-1/4 miles south of Robards, Kentucky, on the east side of the Knoblick Road and bounded as follows:

BEGINNING at 2 black oaks and post oak in line of Lot #3 and corner to #4; thence with line of #4, south 86-3/4 east, 202 poles to a line, and corner to No. 4; thence with the George Alexander line, north 1/4 east 42 poles and 20 links to 2 gums post oak and dogwood corner to Lot #6; thence with the line of #6, north 86-3/4 west, 202 poles to a hickory and post oak in line of #3, south 42 poles and 20 links to the beginning, containing 54 acres, more or less.

LESS AND EXCEPT all of that portion of said tract conveyed to Kawacki Berylco Industries, Inc., by deed dated November 13, 1979, of record in Deed Book 317, Page 260, Henderson County Clerk's Office. Being the remainder of said Tracts U and V which lies east of Old Knoblick Road and north of Pedler-McDonald Road.

All of said tracts to contain 74.92 acres, more or less.

And also described by current survey as follows:

A certain tract or parcel located on the east side of the Old Knoblick Road approximately 0.75 miles north of the Webster County line in Henderson County, Kentucky and being more specifically described as follows:

Beginning at an iron pin set in the east right-of-way line of the Old Knoblick Road, said iron pin also being in the south line of the Walter Hinton property recorded in Deed Book 227 Page 471 at the Henderson County Court Clerk's Office, said iron pin also being located SOUTH 79 DEGREES 59 MINUTES 02 SECONDS EAST, 19.60 feet from a P.K. nail found in the pavement of Old Knoblick Road; thence with the south line of said Hinton property, SOUTH 79 DEGREES 59 MINUTES 02 SECONDS EAST, a distance of 1878.85 feet to a point located in the west right-of-way line of the C.S.X. Railroad, said point being located SOUTH 87 DEGREES 43 MINUTES 22 SECONDS EAST, 5.25 feet from an iron pin in said Hinton property; thence running parallel to and 35 feet west of the centerline of said C.S.X. Railroad the following two (2) calls:

1. SOUTH 19 DEGREES 51 MINUTES 09 SECONDS EAST, a distance of 891.95 feet to an iron pin set in said right-of-way line;
2. thence around a curve to the right, through a central angle of 08 DEGREES 08 MINUTES 51 SECONDS, an arc distance of 809.78 feet, a chord bearing of SOUTH 15 DEGREES 46 MINUTES 44 SECONDS EAST, a distance of 809.09 feet to a P.K. nail set in the centerline of the existing pavement of the Pedler McDonald Road;

thence with said centerline of Pedler McDonald Road the following four (4) calls:

1. NORTH 78 DEGREES 05 MINUTES 09 SECONDS WEST, a distance of 240.58 feet to a P.K. nail set in said centerline;
2. NORTH 78 DEGREES 41 MINUTES 22 SECONDS WEST, a distance of 178.34 feet to a P.K. nail set in said centerline;
3. NORTH 79 DEGREES 31 MINUTES 07 SECONDS WEST, a distance of 1750.71 feet to a P.K. nail set in said centerline;
4. NORTH 79 DEGREES 50 MINUTES 14 SECONDS WEST, a distance of 427.42 feet to a P.K. nail set in said centerline, said P.K. nail also being in said east right-of-way line of Old Knoblick Road;

thence with said east right-of-way line of Old Knoblick Road the following five (5) calls:

1. NORTH 14 DEGREES 14 MINUTES 02 SECONDS EAST, a distance of 240.19 feet to an iron pin set in said right-of-way line;
2. thence around a curve to the left, through a central angle of 06 DEGREES 29 MINUTES 35 SECONDS, an arc distance of 207.64 feet, a chord bearing of NORTH 05 DEGREES 32 MINUTES 44 SECONDS EAST, a distance of 207.53 feet to an iron pin set in said right-of-way line;
3. NORTH 03 DEGREES 08 MINUTES 31 SECONDS EAST, a distance of 239.30 feet to an iron pin set in said right-of-way line;
4. thence around a curve to the right through a central angle of 00 DEGREES 57 MINUTES 01 SECONDS, an arc distance of 132.23 feet a chord bearing of NORTH 04 DEGREES 55 MINUTES 44 SECONDS EAST, a distance of 132.22 feet to an iron pin set in said right-of-way line;

5. NORTH 06 DEGREES 3 5 MINUTES 24 SECONDS EAST, a distance of 208.63 feet to an iron pin set at the southwest corner of the Albert Duncan property recorded in Deed Book 464 Page 480;

thence with the line of said Duncan property the following three (3) calls:

1. SOUTH 83 DEGREES 24 MINUTES 36 SECONDS EAST, a distance of 152.64 feet to an iron pin set at the southeast corner of said Duncan property;
2. NORTH 06 DEGREES 35 MINUTES 24 SECONDS EAST, a distance of 139.33 feet to an iron pin set at the northeast corner of said Duncan property;
3. NORTH 83 DEGREES 24 MINUTES 36 SECONDS WEST, a distance of 152.64 feet to a post found in said east right-of-way line of the Old Knoblick Road;

thence with said right-of-way line, NORTH 06 DEGREES 35 MINUTES 24 SECONDS EAST, a distance of 312.13 feet to the point of beginning, containing 74.9485 acres, and being subject to all legal written and unwritten easements and rights of way. This description was prepared from a physical survey conducted under the direction of Bruce K. Bailey, KY RLS #2939 on June 30, 1998.

Being the remainder of Tracts II and V, less exceptions, which were conveyed to Terry T. Duncan, by J. T. Lynn, etal, by deed dated April 23, 1993, of record in Deed Book 431, Page 514, Henderson County Clerk's Office.

72-15

TRACT #1: A tract on the waters of Grave Creek beginning at a stake in Spencer line, corner to lot #2; thence S. 2-1/2 W. 108 poles to a stake corner to lot #2; thence N. 88-41 W. 27 poles and 9 links to a stake corner to lot #4; thence N. 2-1/2 E. 109 poles to a stake in Spencer line, corner to lot #4; thence S. 84, E. 27 poles and 10 links to the beginning, containing 18-1/2 acres and being lot #3 of the division of the lands of G.W. Hunter, deceased.

TRACT #2: A tract of land on Grave Creek and bounded thus: Beginning at a stake in Spencer's line N.W. corner of lot #1; thence

S. 2-1/2 W. 107 poles to a stake corner to lot #1; thence N. 88-41 W. 27 poles and 18 links to a stake corner to lot #3; thence N. 2-1/2 E. 108 poles to a stake in Spencer line, corner to lot #3; thence S. 84 E. 27 poles and 19 links to the beginning, containing 18-1/2 acres and being lot #2 in the Division of the lands of G.W. Hunter, deceased.

TRACT #3: Also, a tract of land adjoining the above on the west and more fully described as follows: A certain tract or parcel of land lying in the County of Henderson and State of Kentucky, and described as lot #4, containing 18-1/2 acres, on the waters of Canoe Creek and bounded as follows: Beginning at a stake in Spencer's line, corner to lot #3, (G.W. Hunter's); running thence S. 2-1/2 W. 109 poles to a stake corner to lot #3; thence N. 88 degrees 4 min. W. 27 poles to a stake corner to widow's dower; thence with her line N. 2-1/2 E. 110 poles and 4 links to a stake in Spencer's line; thence S. 84 E. 27 poles and one link to the beginning.

And more particularly described by current survey as follows:

A certain tract or parcel located on the east side of the Old Knoblick Road on Peddler McDonald Road in Henderson County, Kentucky and being more specifically described as follows:

McDonald Road, thence with the centerline of said Pedler McDonald Road, NORTH 78 DEGREES 25 MINUTES 33 SECONDS WEST, a distance of 178.34 feet to a P.K. nail set; thence continuing with the centerline of Pedler McDonald Road NORTH 79 DEGREES 31 MINUTES 07 SECONDS WEST, a distance of 1171.89 feet to a P.K. nail set in the centerline of said Pedler

McDonald Road, also being a corner of John Fischer property recorded in Deed Book 432 Page 389 at the Henderson County Court Clerk's Office; thence with the east line of said Fisher property SOUTH 07 DEGREES 51 MINUTES 13 SECONDS WEST, a distance of 18.02 feet to a point; thence continuing with the east line of said Fisher property SOUTH 07 DEGREES 51 MINUTES 13 SECONDS WEST, a distance of 1797.73 feet to an iron pin set, also being a corner of said Fisher property, also being a corner of Terry Duncan property as recorded in Deed Book 198 Page 93 of the Henderson County Court Clerk's office; thence with the north line of said Duncan property SOUTH 83 DEGREES 46 MINUTES 05 SECONDS EAST, a distance of 1336.09 feet to an iron pin found, also being a corner of Clarence Crafton property as recorded in Deed Book 205 Page 117 of the Henderson County Court Clerk's Office; thence with the west line of said Crafton property NORTH 08 DEGREES 17 MINUTES 20 SECONDS EAST, a distance of 1694.66 feet to a point; thence continuing with the west line of said Crafton property NORTH 08 DEGREES 17 MINUTES 20 SECONDS EAST, a distance of 18.03 feet to the point of beginning, containing 54.402 acres and being subject to all legal written and unwritten easements and rights of way.

There being excepted from this parcel right-of-way for Pedler McDonald road being a section of land running along the centerline of Pedler McDonald Road beginning at a P.K. nail found set in the centerline of Pedler McDonald Road, thence with the centerline of said Pedler McDonald Road, NORTH 78 DEGREES 25 MINUTES 33 SECONDS WEST, a distance of 178.34 feet to a P.K. nail set; thence continuing with the centerline of Pedler McDonald Road NORTH 79 DEGREES 31 MINUTES 07 SECONDS WEST, a distance of 1171.89 feet to a P .K. nail set in the centerline of said Pedler McDonald Road, also being a corner of said Fisher property; thence with the east line of said Fisher property SOUTH 07 DEGREES 51 MINUTES 13 SECONDS WEST, a distance of 18.02 feet to a point; thence SOUTH 79 DEGREES 31 MINUTES 07 SECONDS EAST, a distance of 1,350.23 feet to a point; thence NORTH 08 DEGREES 17 MINUTES 20 SECONDS EAST, a distance of 18.03 feet to the point of beginning containing 0.55 acres.

This description was prepared from a physical survey conducted under the direction of Gordon 8. Stacy, KY RLS #2896 on May 17, 1999.

Being the same property conveyed to James Stanley Bullock and his wife, Bobbie Joan Bullock, by deed from James H. Gibson and his wife, Mary M. Gibson, dated May 25, 1965, of record in Deed Book 219, Page 652, Henderson County Clerk's Office. By deed dated December 5, 1979, of record in Deed Book 3171 Page 438, Henderson County Clerk's Office, Bobbie Joan Bullock conveyed all of her right, title, and interest in the above described property to James Stanley Bullock. See also certified copy of Order Approving Sale of said property to the Grantee, pursuant to KRS 389A, having been approved by Order of the Henderson District Court on July 7, 1999.

077-004-000

Four tracts of land lying in the counties of Webster and Henderson, Kentucky, but the greater portion of said tracts, as a whole, being in Webster County, Kentucky:

TRACT 1: Known as Lot #5 in the division of the lands of George W. Hunter, deceased, and BEGINNING at a stone marked GH between two gums, corner with William Watson and in line with Newton Hunter; running thence N 88-40 W 23 poles and 18 links to a stake, Harvey Hunter's corner in Watson's line; thence N 2-1/2 E 110 poles and 8 links to a stake, corner with Harvey Hunter; thence S 88-41 E 46 poles and 22 links to a stake, corner with Lot #6; thence S 2-1/2 E 71 poles to a stake in Newton Hunter's line and corner to Lot #6; thence N 85-3/4 W 27 poles and 22 links to a stone marked GH, Newton Hunter's corner; thence S 1-1/4 W 39 poles and 12 links to the beginning, containing 25.7 acres.

TRACT 2: Containing 42 acres and being the same allotted to Harvey Hunter in the division of the lands of George w. Hunter, deceased and conveyed to Joseph Clark by Harvey Hunter and wife, Sallie Hunter, by deed dated January 12, 1899, recorded in Henderson County Court Clerk's Office in Deed Book 27, page 336, BEGINNING at a stone, corner to A. Hunter in Watson's line and being also the beginning corner of the original survey; running thence S 88-40 E 52 poles and 12 links to a stake in the Watson line, corner to lots No. 5 (Ella M. Hunter); thence N 2-1/2 E 110 poles and 8 links to a stake in line of Lot No. 4, corner to Lot No. 5; thence N 88-41 W 102 poles to a stake on East bank of the Knoblick Road, corner with dower; thence S 4-1/2 E 22 poles and 8 links to a stone; thence S 88-1/2 E 43 poles to a stone marked GH; thence S 2-1/2 W 88 poles to the beginning, containing 42 acres.

TRACT 3: Conveyed to Joseph Clark by S.J. Hunter, by deed dated February 6, 1896, of record in Webster County Court Clerk's Office in Deed Book 29, page 324; and BEGINNING at a stone, Newton Hunter's corner in the Barnett line; thence N 1-1/2 E 73 poles

and 8 links to a stone marked GH between black oak; thence N 88-4 W 51 poles and 3 links to a stake, corner to Lot #5; thence S 2-1/2 E 71 poles to a stake, Newton Hunter's line; corner to Lot #5; thence S 85-3/4 E 51 poles and 3 links to the beginning, containing 23 acres.

TRACT 4: BEGINNING at a stone, corner with Mrs. Florence E. Clark; thence S 80° 15' E 1304 feet to a stone corner with Mrs. Florence E. Clark in John D. Walker's line; thence S 6° 15' W 837.5 feet to a stone in John D. Walker's line; thence with a division line N 82.15° W 1300 feet to a stone in William E. Clark's line; thence with his line N 6° 28' E 179 feet to a stake near green stump; thence N 5° 35' E 658.4 feet to the point of beginning, and being the North 25 acres, more or less, of the 103-1/4 acre tract conveyed to Florence E. Clark by William Ed Clark, single, by deed dated February 24, 1940, and recorded in Deed Book 89, page 488, in the Webster County Court Clerk's Office.

LESS AND EXCEPT:

Coal deed dated May 5, 1979, of record in Deed Book 178, Page 33, of the Webster County Clerk's Office between Howard D. King and Virginia Helen King, husband and wife, and Peabody Coal Company. Such deed contains the following language:

"The Grantors convey to the Grantee the right to mine and remove said coal by any method except strip mining, free from any liability caused by the removal of said coal and, in addition, the right to make underground passages through, to and from the above-described premises and to haul through said passages coal from other near by lands."

Also, subject to any other mineral reservations of record including the following Webster County deeds: dated February 16, 1945, of record in Deed Book 97, Page 137; deed dated February 4, 1947, of record in Deed Book 100, Page 611; deed dated March 18, 1960 of record in Deed Book 121, Page 116.

ALSO LESS AND EXCEPT:

There is excepted from Tract 2 the 6.211 acres conveyed from Virginia Helen King to Jackie Lloyd, et ux, by deed dated "_____", 1987, of record in Deed Book 198, Page 37, of the Webster County Clerk's Office, and being described as follows:

A certain tract or parcel located approximately 3.0 miles northwest of the town of Sebree, in Webster County, Kentucky, and being more specifically described as follows:

BEGINNING at a spike set in the centerline of Old Knoblick Road, the northwest corner of the John D. Zieman property as recorded in Deed Book 98, Page 418, in the Webster County Court Clerk's Office and being the southwest corner of the Helen King property, Deed Book 164, Page 437, of which this description is a part; thence with the centerline of said road, North 5 degrees 32 minutes 13 seconds West, (passing a sign marking the Webster and Henderson County line at 19.90 feet to the right, at 176.92 feet), a total distance of 365.96 feet to a spike set in the centerline of said road, corner to the Gary Mabry property as recorded in Deed Book 336, Page 780, in the Henderson County Court Clerk's Office; thence with said Mabry property, and then with the Thomas McMullin property as recorded in Deed Book 128, Page 422, in the Henderson County Court Clerk's Office, South 88 degrees 44 minutes 09 seconds East, passing an iron

pin found at 170.92 feet, a total distance of 770.92 feet, to an iron pin set at a fence post in said McMullin's line; thence severing said King property the following two (2) calls:

- 1) South 2 degrees 58 minutes 17 seconds West, 342.92 feet to a fence post, corner to said King property;
- 2) South 47 degrees 20 minutes 02 seconds West, 31.72 feet to a fence post, corner to said King property and being the northeast corner of said Zieman property; thence with said Zieman property North 88 degrees 37 minutes 13 seconds West, 694.52 feet to the point of beginning containing 6.211 acres, being subject to all legal written and unwritten easements and rights-of-ways.

This description was prepared from a physical survey conducted by Branson Surveying, Inc., under the direction of P.T. Bailey, KY RLS #306 on May 21, 1987. You are also referred to a survey plat of record in Plat Book 4, Page 6-A, of the Webster County Clerk's Office which is incorporated herein by reference.

All of said tracts to contain 109.5 acres, more or less.

And being more particularly described by current survey as follows:

A certain tract or parcel located approximately seven hundred and seventy one feet east of the Old Knoblick Road near the Henderson County line in Webster County, Kentucky and being more specifically described as follows:

Beginning at an iron pin set at the northeast corner of the Barry West property recorded in Deed Book 198 Page 596 at the Webster County Court Clerk's Office, said iron pin also being in the south line of the John Fisher property recorded in Deed Book 432 Page 389 at the Henderson County Court Clerk's Office; thence with the south line of said Fisher property and the south line of the James Bullock property recorded in Deed Book 219 Page 652 at the Henderson County Court Clerk's Office, SOUTH 83 DEGREES 46 MINUTES 05 SECONDS EAST, a distance of 1999.74 feet to an iron pin set at a corner of the Clarence Crafton property recorded in Deed Book 205 Page 117 at the Webster County Court Clerk's Office, thence with the west line of said Crafton property the following two (2) calls:

4. SOUTH 83 DEGREES 46 MINUTES 05 SECONDS EAST, a distance of 529.23 feet to an iron pin set at a corner of said Crafton property;
5. SOUTH 06 DEGREES 46 MINUTES 18 SECONDS WEST, a distance of 2045.09 feet to an iron pin set at a corner of the Billy & Gilbert Hobgood property recorded in Deed Book 199 Page 743 at the Webster County Court Clerks Office; NORTH 01 DEGREES 24 MINUTES 04 SECONDS EAST, a distance of 182.28 feet to an iron pin set at a corner of said Billy & Joan Hobgood property;
6. NORTH 83 DEGREES 11 MINUTES 04 SECONDS WEST, a distance of 1257.30 feet to an iron pin set at the southeast corner of the Billy & Joann Hobgood property recorded in Deed Book 199 Page 743 at the Webster County Court Clerk's Office;

thence with the east line of said Billy & Joann Hobgood property, NORTH 07 DEGREES 23 MINUTES 22 SECONDS EAST, a distance of 1438.65 feet to a point located at the southeast corner of said Barry West property; thence with the east line of said West property the following two (2) calls:

3. NORTH 57 DEGREES 17 MINUTES 23 SECONDS EAST, a distance of 31.72 feet to an iron pin set at a corner of said West property;
4. NORTH 07 DEGREES 36 MINUTES 06 SECONDS EAST, a distance of 342.92 feet to the point of beginning, containing 112.5878 acres, and being subject to all legal written and unwritten easements and rights of way. This description was prepared from a physical survey conducted under the direction of Bruce K. Bailey, KY RLS #2939 on June 30, 1998.

Being the same property conveyed to Terry T. Duncan and his wife, Debra L. Duncan, by deed from Virginia Helen King, a widow, dated June 20, 1987, of record in Deed Book 198, Page 92, Webster County Clerk's Office. See also Quitclaim Deed from Debra Laraye Duncan, unmarried, to Terry Toy Duncan, unmarried, dated August 16, 1990, of record in Deed Book 206, Page 166, Webster County Clerk's Office.

083-001-000

TRACT NO. 1: Beginning at a stone between two black oaks marked G.H. running thence $87 \frac{1}{2}$, E. 15 poles and 6 links to a stone four poles center of Railroad 50 feet vertical line; thence N. 3 poles and 10 links from center of Railroad; thence N. 84 W 13 poles and 10 links to a stake in Spencer's line corner to lot No. 2; thence S. $2-1/2 \text{ W}$. 107 poles to a stake in line No. 2; thence S 88.41 E . 30 poles and 23 links to the beginning containing $21-28/100$ acres. The foregoing tract of land is in Henderson County, Kentucky.

TRACT NO. 2: Lying in Webster County, Kentucky, adjoining tract No. 1; beginning at a stake about 40 feet from center of Railroad, corner to C.D. Hester; thence N. 88 W $19 \frac{1}{2}$ poles, less 40 feet from center of Railroad to a stake or stone marked G.H.; thence S 2 W 146 poles and 12 links to a stake in Clark's line; thence S 88 E $91 \frac{1}{2}$ poles to a stake less 40 feet from center of R.R. to a line fence no ~~located~~; thence with said fence 40 feet center of R.R.; thence N. $24-3/4 \text{ W}$. said Railroad as it meanders 127 poles and 5 links; thence N 21 W 36 poles to the beginning containing $50 \frac{1}{4}$ acres more or less, less $96/100$ acres sold to Railroad Co.

TRACT NO. 3: Lying in Webster County, Kentucky, beginning at a stake corner to C.D. Hester; thence S. 3 W 12.07 chains to a stone corner to D.R. Robards; thence S. 85 E . 29.12 chains to a stone in west line of R.R.; thence N. 25 W . 13.94 chains corner to C.D. Hester in west line of R.R.; thence N. 85 W . 22.71 chains to the beginning containing $31-35/100$ acre.

All of said tracts to contain 99.4 acres, more or less

And more particularly described by current survey as follows:

A certain tract or parcel located at the southwest intersection of the Pedler McDonald Road and the C.S.X. Railroad in Henderson and Webster Counties, Kentucky and being more specifically described as follows:

Beginning at a P.K. nail set at the intersection of the centerline of the existing pavement of the Pedler McDonald Road and the west right-of-way line of the C.S.X. Railroad; thence with the west right-of-way line of said railroad the following ten (10) calls:

- 1) thence around a curve to the right, through a central angle of 01 DEGREES 20 MINUTES 55 SECONDS, an arc distance of 133.91 feet, a chord bearing of SOUTH 11 DEGREES 03 MINUTES 10 SECONDS EAST, a distance of 133.90 feet to an iron pin set in said right-of-way line;
- 2) thence SOUTH 10 DEGREES 22 MINUTES 43 SECONDS EAST, a distance of 1364.37 feet to an iron pin set in said right-of-way line;
- 3) thence around a curve to the left, through a central angle of 10 DEGREES 17 MINUTES 32 SECONDS, an arc distance of 1036.40 feet a chord bearing of SOUTH 15 DEGREES 31 MINUTES 29 SECONDS EAST, a distance of 1035.01 feet to an iron pin set in said right-of-way line;
- 4) thence SOUTH 20 DEGREES 40 MINUTES 14 SECONDS EAST, a distance 1327.40 feet to an iron pin set in said right-of-way line;
- 5) thence SOUTH 69 DEGREES 19 MINUTES 46 SECONDS WEST, a distance of 100 feet to an iron pin set in said right-of-way line;
- 6) thence SOUTH 20 DEGREES 40 MINUTES 14 SECONDS EAST, a distance of 390.00 feet to an iron pin set in said right-of-way line;
- 7) thence NORTH 69 DEGREES 19 MINUTES 46 SECONDS EAST, a distance of 90 .00 feet to an iron pin set in said right-of-way line;
- 8) thence SOUTH 20 DEGREES 40 MINUTES 14 SECONDS EAST, a distance of 275.00 feet to an iron pin set in said right-of-way line;
- 9) thence NORTH 69 DEGREES 19 MINUTES 46 SECONDS EAST, a distance of 10.00 feet to an iron pin set in said right-of-way line;
- 10) thence SOUTH 20 DEGREES 40 MINUTES 14 SECONDS EAST, a distance of 912.82 feet to an iron pin set in the north line of the Andrew Smith property recorded in Deed Book 165 Page 590 at the Webster County Court Clerk's Office;

thence with the north line of said Smith property, NORTH 81 DEGREES 13 MINUTES 42 SECONDS WEST, a distance of 1926.36 feet to a fence corner post found in the east line of the Billy Hobgood property recorded in Deed Book 144 Page 363; thence with the east line of said Hobgood property, NORTH 06 DEGREES 46 MINUTES 18 SECONDS EAST, a distance of 1168.76 feet to an iron pin set at the southeast corner of the Terry Duncan property recorded in Deed Book 198 Page 93; thence with the east line of said Duncan property; NORTH 06 DEGREES 46 MINUTES 18 SECONDS EAST, a distance of 2045.09 feet to an iron pin set at the northeast corner of said Duncan property; thence with the north line of said Duncan property, NORTH 83 DEGREES 46 MINUTES 05 SECONDS WEST, a distance of 529.23 feet to an iron pin set at the southeast corner of the James Bullock property recorded in Deed Book 219 Page 652 at the Henderson County Court Clerk's Office; thence with the east line of said Bullock property, NORTH 08 DEGREES 17 MINUTES 20 SECONDS EAST, a distance of 1712.69 feet to a P.K. nail set in the centerline of the existing pavement of said Pedler McDonald Road; thence with the centerline of said existing pavement, SOUTH 78 DEGREES 05 MINUTES 09 SECONDS EAST, a distance of 235.12 feet to the point of beginning, containing 98.8936 acres, and being subject to all legal written and unwritten easements and rights of way. This description was prepared from a physical survey conducted under the direction of Bruce K. Bailey, KY RLS #2939 on July 6, 1998.

Being the same property conveyed to Davis Sprague, Exchangeor, by deed from Clarence C. Crafton, III and his wife, Helen C. Crafton, dated 08-21, 1998, of record in Deed Book 482, Page 703, Henderson County Clerk's Office.

Entire parcels contain approximately 549.7496 acres more or less.

EXHIBIT B

Site Plan Showing Location of the Property within the Land



SOLAR LAND PURCHASE AGREEMENT

THIS SOLAR LAND PURCHASE AGREEMENT (the “**Agreement**”) is made and entered into as of this 10th day of September, 2020 by and between Billy Ray, LLC, a Kentucky limited liability company (“**Seller**”) and Unbridled Solar, LLC, a Delaware limited liability company (“**Buyer**”).

RECITALS

A. Seller is the fee owner of the parcel or parcels of land (the “**Land**”) located in the Counties of Henderson and Webster, State of Kentucky legally described in attached **Exhibit A**.

B. Seller wishes to convey, and Buyer wishes to purchase the Land, together with all rights, privileges, easements, and appurtenances belonging thereto (hereinafter referred to as the “**Property**”), to be used for a solar energy project, generally in the location depicted on the attached **Exhibit B**.

AGREEMENT

In consideration of the mutual covenants and agreements herein contained and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 Premises To Be Purchased. Subject to the terms and conditions of this Agreement, Seller shall convey the Property to Buyer using the legal description for the Property designated in Exhibit A.

2.0 Purchase Price and Payment. The purchase price (“**Purchase Price**”) of the Property shall be Seventeen Thousand Dollars and No/100 (\$17,000.00) per acre of the Property. The Purchase Price shall be paid as follows:

2.1 Sixty Nine Thousand Forty Six Dollars and No/100 (\$69,046.00) as a down payment (the “**Down Payment**”). The Down Payment shall be paid by Buyer within five (5) business days after the Title Examination Period. If, however, Buyer delivers objections as more fully described in **Section 4.0**, indicating that there is no legal access to the Property or that there is a material defect in the condition of title that renders the Property’s title unmarketable, then the Down Payment will continue to be held by Buyer, but shall be delivered to Seller at the earlier of: (i) five (5) business days after the title defect that was objected to by Buyer is cured to Buyer’s reasonable satisfaction; or (ii) if Buyer elects to waive the title objection(s) and proceed to close this transaction, then at the earlier to occur of Buyer’s waiver or the date of Closing.

2.2 Upon the full execution of a power purchase agreement relating to the solar energy project to be developed on the Property (the “**Project**”), an

additional payment of \$17,261.00, which shall be considered an additional part of the Down Payment.

2.3 Upon the full execution of a generator interconnection agreement relating to the Project, an additional payment of \$17,261.00, which shall be considered an additional part of the Down Payment.

2.4 The balance of the Purchase Price shall be paid in cash or by certified funds or the equivalent on the Date of Closing (as hereafter defined).

If the Conditions for Buyer's benefit described in *Section 10.0* below are satisfied and Buyer completes the purchase of the Property, the Down Payment shall be credited against the Purchase Price. If any Condition is not satisfied and, as a result, Buyer elects not to complete the purchase of the Property, Seller shall retain the Down Payment as consideration for Seller entering into and carrying out its obligations described in this Agreement.

3.0 **Title To Be Delivered.** Seller agrees to convey to Buyer marketable fee simple title to the Property subject only to the permitted encumbrances ("**Permitted Encumbrances**") set forth on attached **Exhibit C**.

4.0 **Evidence of Title.** Within a reasonable time after the execution of this Agreement by both parties or such other time period as may be specified in this *Section 4.0*, Buyer shall obtain an ALTA Form commitment for an Owner's title insurance policy (the "**Commitment**") issued by a title insurance company selected by Buyer ("**Title**") pursuant to which Title agrees to issue to the Buyer upon the recording of the documents of conveyance referred to herein an ALTA Form Owner's title insurance policy in the full amount of the Purchase Price. The Commitment shall include proper searches covering bankruptcies, state and federal judgments and liens and levied and pending special assessments. Buyer shall have twenty (20) days after receipt of the Commitment (the "**Title Examination Period**") to deliver to Seller written objections to title, and Seller shall have the greater of (i) the number of days remaining until the Date of Closing or (ii) one hundred twenty (120) days from receipt of such notice to have such objections removed or satisfied. If Seller shall fail to have such objections removed within said time, Buyer may, at its sole election: (a) terminate this Agreement without any liability on its part in which event the Down Payment paid hereunder shall be promptly refunded upon delivery to Title of a quit claim deed releasing any claim of Buyer to the Property; or (b) take title to the Property subject to such objections.

5.0 **Control of Property.** Until the Date of Closing, Seller shall have the full right, responsibility and the entire liability for any and all damages or injuries of any kind whatsoever to the Property, to any and all persons, whether employees or otherwise, and to any other property from and connected to the Property, except liability arising from the actions of Buyer, its agents, contractors or employees. If, prior to the Date of Closing, all or a portion of the Property shall be the subject of an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, Buyer, at its sole election, shall have the right to terminate this Agreement without liability on its part, by so notifying Seller and all sums heretofore paid by Buyer shall then be promptly refunded to Buyer upon delivery to Title

of a quit claim deed releasing any claim of Buyer to the Property. Seller shall be permitted under this section to continue farming operations on this property, subject to the provisions herein regarding notice of a future closing date.

6.0 Representations of Seller. As an essential part of this Agreement and in order to induce Buyer to enter into this Agreement and purchase the Property, Seller represents and warrants to Buyer:

6.1 That the Documents to be delivered to Buyer pursuant to Article 8 hereof (“**Review of Documents**”) will be true and correct copies, in full force and effect, without default or right of set-off by any party except as otherwise disclosed to and accepted by Buyer in writing.

6.2 Seller does not have knowledge of any condemnation, environmental, zoning or other land-use regulation proceedings, either instituted or planned to be instituted, which would affect the use and operation of the Property or the value of the Property, nor has Seller received notice of any special assessment proceedings affecting the Property.

6.3 On the Date of Closing there will be no outstanding leases or outstanding contracts made by Seller for any improvements to the Property for which payment has not been fully made; and Seller shall cause to be discharged all mechanic’s or materialmen’s liens arising from any labor or materials furnished to the Property prior to the Date of Closing.

6.4 Seller will not, without the prior written consent of Buyer:

(a) Construct or enter into any agreement or commitment to construct any improvement to the Property, other than to repair existing infrastructure, water ways, and drainage systems; or

(b) Enter into or consent to any lease, easement, covenant or other obligation affecting the Property, other than a farming lease for the planting and harvesting of row crops, said lease shall not be for more than one year at a time, and shall contain a clause notifying leasing party of crop damage provisions, and notice provisions contained herein.

6.5 Seller shall deliver to Buyer a written notice of the commencement of any legal action by any governmental authority or third party affecting the Property and will make no concessions or settlements with respect to any such action without Buyer’s prior written consent.

6.6 Seller is not a foreign person, as such term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and shall deliver an affidavit to that effect at closing, which shall be in form and substance reasonably acceptable to Buyer.

6.7 Seller has not used or stored hazardous or regulated substances on the Property, other than during the course of its normal farming operations, utilizing typical farming methods, which includes the use of pesticides, herbicides, fungicides, and fertilizers of varying kinds; nor has Seller discharged or released any such substances upon the Property, including, but not limited to, underground injection of such substances, in violation of any federal, state or local environmental law, ordinance, rule or regulation. To the best of Seller's actual knowledge, no other party has engaged in any such use, storage, discharge or release, other than during the course of normal farming operations, as stated above.

6.8 Seller certifies and warrants that Seller does not know of any wells on the Property other than a water well which was previously disclosed to Buyer.

6.9 No aboveground or underground tanks are located in or about the Property or have been located under, in or about the Property and have subsequently been removed or filled.

6.10 Seller certifies and warrants that to the best of their knowledge, the Property is not affected by any airport zoning regulations.

The representations and warranties set forth in this section shall be continuing and shall be true and correct as of the Date of Closing with the same force and effect as if made at that time. All such representations and warranties shall survive closing and shall not be merged in the delivery and execution of the deed or other instruments of conveyance called for in this Agreement.

7.0 Access to Land and Inspection. Any time and from time to time prior to the Date of Closing, Buyer and any person or persons selected by Buyer shall be permitted access to the Land for the purpose of conducting such studies and investigations of the Land as Buyer deems appropriate, which studies and investigations shall be conducted at Buyer's sole expense. Buyer shall promptly pay the charges for any such studies and investigations commissioned by Buyer and shall defend, indemnify and hold Seller and the Land harmless from any loss or damage incurred by or any claims against Seller or the Land made in connection therewith.

7.1 The parties anticipate and acknowledge that Seller or Seller's renters may suffer damage to crops, tile, fences, and other property or improvements on the Land during Buyer's studies and investigations of the Land. Buyer shall reimburse Seller for any such damages within thirty (30) days after determining the extent of damage. Notwithstanding any provision to the contrary, Seller acknowledges and agrees that it shall not be allowed to rent, lease, or grow crops or otherwise allow crop tenants to grow crops on the Land during a calendar year (the "**Purchase Year**"), in which the Date of Closing is to occur if, by December 1 prior to the Purchase Year, Buyer provides Seller with written notice (the "**Crop Notice**") that Buyer intends to purchase the Property, as provided herein.

Notwithstanding any provision to the contrary, Buyer shall not be liable, responsible or otherwise required to pay for Crop Damages or any other damages to the Property in the Purchase Year, except in the event Buyer does not provide the Crop Notice in accordance with the provisions herein, or in the event closing does not occur during the year in which notice was granted, but the closing is still anticipated to occur at a later date. In that event, Buyer shall be liable to Seller or Seller's renter, for crop damages in an amount equal to the price x yield x total farm acreage, based on the yield from the previous farming year.

7.2 Crop damages will be calculated by the following formula: Price x Yield x Percentage of Damage x Acreage = "**Crop Damages**". Prices for damaged or destroyed crops will be based on the average of the last previous March 1st and September 1st Chicago Board of Trade prices for that crop. Yield will be the average of the next previous two (2) years' yields of the same crop as the damaged crop, according to Seller's records, as received from and certified by Seller, for the smallest parcel of land that includes the damaged area. For purposes of the foregoing, "Seller's records" shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines. If Seller does not have yield records available, the Seller will use FSA records for the county in which the Land is located (or other commonly used yield information available for the area) for the smallest parcel of land which includes the damaged area. The parties hereto shall try in good faith to agree to the extent of damage and acreage affected. If the parties hereto cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent.

7.3 After such payment for any Crop Damages, Buyer shall not be responsible to pay Seller or Seller's renters any loss of income, rent, business opportunities, profits or other losses arising out of Seller's inability to grow crops or otherwise use the portion of the Land on which the Crop Damages occurred.

8.0 Review of Documents. Within a reasonable time following the date hereof, Seller shall deliver to Buyer and Buyer shall thereafter promptly acknowledge receipt of the following documents:

8.1 Copies of any contracts or other documents known to Seller which affect the Property and which will extend beyond the Date of Closing (the "**Contracts**").

8.2 Copies of any notices received by Seller or its agents of any violations of applicable laws pertaining to the Land which have not been corrected.

Seller shall provide all of the above listed documents (the "**Documents**") to Buyer not later than thirty (30) days after execution of this Agreement. Buyer shall have twenty (20) days after receipt of each Document to review the same. If Buyer determines that any of the

Documents disclose conditions that affects the Property and are materially unsatisfactory to Buyer in Buyer's reasonable judgment, Buyer may terminate this Agreement by delivering to Seller, at the address set out in **Article 19** hereof, not later than fifteen (15) days after receipt of the Document to which Buyer objects, written notice of its election to terminate this Agreement. In such event, this Agreement shall become null and void and neither party shall have further obligations hereunder. In the event Buyer does not so elect to terminate this Agreement, then Buyer shall close this transaction in accordance with the terms of this Agreement. Buyer agrees that within a reasonable period of time following the execution of the Agreement, Buyer shall deliver to Seller minutes and/or resolutions of Buyer authorizing the transaction and the execution of the documents called for hereunder.

9.0 Cooperation. Seller shall cooperate in Buyer's attempts to obtain such governmental approvals as may be necessary or appropriate in Buyer's judgment in order to develop the Property for solar energy and/or substation purposes, by executing such reasonable applications and other documents as may be necessary or appropriate or otherwise required by governmental bodies to accomplish the foregoing. Seller shall be reimbursed for any out-of-pocket expenses incurred by Seller in connection with such cooperation.

10.0 Conditions To Closing. Buyer's obligation to close the transaction contemplated by this Agreement shall be subject to the following conditions (each, a "**Condition**," and collectively, the "**Conditions**"):

10.1 Seller shall have complied with the terms of this Agreement.

10.2 Title to the Property shall be free and clear of all encumbrances except the Permitted Encumbrances.

10.3 The Property shall not have been adversely affected in any material way as a result of condemnation, release of hazardous substances, or other casualty or act of God, or act of a public enemy, whether or not covered by insurance. Release of hazardous substances in the course of normal farming operations shall not be considered an adverse affect, if applied pursuant to government and manufacturing guidelines.

10.4 No suit, zoning change, governmental investigation or other proceeding challenging the transaction contemplated in this Agreement, or which might adversely affect the right of Buyer to own or use the Property after the Date of Closing, shall have been threatened or instituted.

10.5 Buyer shall be satisfied, on or before the Date of Closing, that all necessary municipal and other governmental approvals shall have been obtained in order to permit Buyer to construct and operate [a substation and related facilities] [facilities used and/or useful in connection with the production of electrical energy through solar means] (the "**Use**").

10.6 Buyer shall have determined to its reasonable satisfaction on or before the Date of Closing that the Property is zoned for Buyer's intended Use and that there is adequate and appropriate access serving the Property.

10.7 Buyer shall have entered into a power purchase agreement with the applicable electric transmission company on terms that are satisfactory to Buyer in Buyer's sole discretion.

10.8 Buyer shall have determined, in Buyer's sole discretion, that it is practical and economically feasible for Buyer to develop the Property for the Use

10.9 Buyer shall be satisfied, on or before the Date of Closing with the results of any Phase I environmental testing or survey relating to the Property that Buyer may or may not elect to obtain.

10.10 Buyer shall have obtained: (i) all governmental and other approvals of the plans for the improvements that Buyer desires to perform in connection with developing the Property for the Use; and (ii) a building permit for those improvements.

If Buyer has not completed the Closing or given Seller notice waiving the Conditions on or before the fifth (5th) anniversary of the date of this Agreement, then either party may terminate this Agreement by giving written notice to the other party, and following such termination, Seller may retain the Down Payment and neither party shall have further rights or obligations hereunder.

11.0 Closing and Possession. The conveyance of the Property and the payment of the balance of the Purchase Price (the "Closing") shall take place within thirty (30) days after notice from Buyer of satisfaction of the Conditions set forth in *Section 10.0*, but not later than three (3) years from the date hereof (the "Date of Closing") or on such earlier date as Seller and Buyer may mutually agree in writing. The Closing shall take place at a place as the Seller and Buyer may mutually determine at that time. Possession of the Property shall be delivered on the Date of Closing.

12.0 Seller's Obligations At Closing. On the Date of Closing, Seller shall:

12.1 Execute, acknowledge and deliver to Buyer a warranty deed to the Property conveying to Buyer marketable fee simple title to the Property subject only to the Permitted Encumbrances.

12.2 Execute and deliver to Buyer an affidavit of the Seller in recordable form identifying Seller as the owner of the Property free and clear of all encumbrances except the Permitted Encumbrances, and stating that all work, labor, services and materials furnished to or in connection with the Property have been fully paid for so that no mechanic's, materialmen's, or similar lien may be filed against the Property.

12.3 Execute and deliver to Buyer such other documents as may be required by this Agreement.

13.0 Buyer's Obligations At Closing. At closing, and subject to the terms, conditions, and provisions hereof and the performance by Seller of its obligations as set forth above, the Buyer shall:

13.1 Deliver to Seller any portion of the Purchase Price then due and payable by wire transfer or Buyer's certified check.

13.2 Execute and/or deliver to Seller such other documents as may be required by this Agreement.

14.0 Closing Costs. The following costs and expenses shall be paid as follows in connection with the closing:

14.1 Seller shall pay:

- (a) Seller's attorneys' fees, if any.
- (b) The cost of recording any document necessary to make title marketable.

14.2 Buyer shall pay the following costs in connection with the closing:

- (a) The cost of preparation of the warranty deed and other documents of conveyance.
- (b) Any filing fee to record the warranty deed.
- (c) State Deed-Tax upon delivery of the warranty deed.
- (d) Buyer's attorneys' fees.
- (e) The closing fee charged by Title.
- (f) The premium for any owner's or lender's title insurance obtained by Buyer.
- (g) The fee for issuance of the Commitment

15.0 Taxes and Special Assessments. Seller shall pay or cause to be paid the real estate taxes relating to the Property which are due and payable in the years prior to the year in which closing takes place and its pro rata share of the real estate taxes due and payable in the year of closing based on the ratio that the number of days from January 1, 20__ to the Date of

Closing bears to three hundred sixty-five (365) days. The balance of the real estate taxes due and payable in the year of closing and thereafter shall be paid by Buyer. Seller shall cause all special assessments levied or pending to be paid on or before the Date of Closing.

16.0 Construction Damages to Drain Tile. If, during Buyer's construction on or development of the Property for solar energy and/or substation purposes, Buyer or any agent or employee of Buyer causes any damage to the drain tile system on Seller's adjacent land, Buyer shall indemnify Seller for such damage and shall pay the actual costs of repair of such damage. The indemnification set forth in this Section 16.0 shall survive the Closing.

17.0 Default.

17.1 If Seller fails to consummate the transaction contemplated by this Agreement for any reason except for Buyer's default or the failure to satisfy any conditions to Seller's obligation hereunder, Buyer may: (a) enforce the specific performance of this Agreement, which action must be commenced within ninety (90) days of the date Seller's failure to consummate the transactions contemplated herein; (b) cancel and terminate this Agreement and be relieved of its obligations hereunder (in which event, notwithstanding Seller's default, Seller shall be entitled to retain the Down Payment previously paid by Buyer; or (c) seek damages. No delay or omission in the exercise of any right or remedy accruing to Buyer upon any breach by Seller under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Buyer of any condition or the breach of any other term, covenant, or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained.

17.2 If Buyer fails to consummate the transaction contemplated herein for any reason, except the default by Seller or the failure to satisfy any of the Conditions described in *Section 10*, Seller shall be entitled to: (a) cancel and terminate this Agreement in the manner provided by applicable law and be relieved of its obligations hereunder; (b) enforce the specific performance of this Agreement, which action must be commenced within ninety (90) days of the date of failure of Buyer to consummate the transactions contemplated hereunder; or (c) terminate this Agreement and retain the Down Payment heretofore paid by Buyer as liquidated damages, which the parties have agreed would serve as fair and reasonable compensation for any damages Seller may incur due to Buyer's default. No delay or omission in the exercise of any right or remedy accruing to Seller upon any breach by Buyer under this Agreement shall impair such right or remedy accruing to Seller upon any breach by Buyer under this Agreement or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Seller of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. All rights, powers, options or remedies afforded to Seller, either

hereunder or by law or equity, shall be cumulative and not alternative, and the exercise of one right, power, option, or remedy shall not bar any other rights, powers, options or remedies allowed hereunder or by applicable law.


18.0 Memorandum of Agreement. Buyer and Seller shall execute in recordable form and Buyer shall have the right to record a memorandum of this Agreement in the form attached hereto as *Exhibit D*. Seller hereby consents to the recordation of that memorandum. If this Agreement is terminated, Buyer and Seller shall promptly sign and record an instrument legally sufficient to memorialize the termination of this Agreement.

19.0 Miscellaneous. The following general provisions govern this Agreement:

19.1 Time is of the Essence. The Date of Closing is of the absolute essence.

19.2 Governing Law. This Agreement is made and executed under and in all respects is to be governed and construed under the laws of the State of Kentucky.

19.3 Notices. Any notice required to be given to Seller or Buyer pursuant to this Agreement shall be in writing and shall be deemed duly given: (i) on the date of personal delivery; (ii) one day following dispatch by Federal Express, Express Mail or equivalent or (iii) two (2) days following mailing certified or registered mail, postage prepaid, return receipt requested, to the respective addresses of the parties set out below:

Seller: Billy Ray, LLC


With a copy to CHARLES EDWARD CLEM, ESQ.
NEEL WILSON & CLEM
9 SOUTH MAIN STREET
HENDERSON, KENTUCKY 42420

Buyer: Laura Vaughan
Geronimo Solar Energy, LLC
c/o Geronimo Energy, LLC
8400 Normandale Lake Blvd., Suite 1200
Bloomington, MN 55437
952-988-9000/952-988-9001 Fax

With a copy to: Dan Yarano, Esq.
Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-1425

Any party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such party.

19.4 Buyer's Waiver Rights. Buyer may, at its option, waive any right conferred upon the Buyer by this Agreement. Except as otherwise provided herein, such waiver may be made only by giving Seller written notice specifically describing the right waived.

19.5 Amendment. This Agreement shall be amended only by a written instrument signed by Seller and Buyer.

19.6 Construction. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as defining or as limiting in any way the scope or intent of the provisions hereof. Wherever the context requires or permits, the singular shall include the plural, the plural shall include singular, and the masculine, feminine and neuter shall be freely interchangeable.

19.7 Assignability. This Agreement and the rights set out herein may be assigned by Buyer to any person or entity, in Buyer's sole discretion, for purposes of developing the Property, provided Buyer's liability hereunder shall continue and Buyer shall not be released from its obligation hereunder.

19.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Seller and Buyer and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both parties.

19.9 Counterparts. For the convenience of the parties, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one in the same Agreement.

The parties have executed this Agreement as of the day and year set forth above.

BUYER
Unbridled Solar, LLC

By: 

Name: Jeff Ringblom

Its: Chief Financial Officer

SELLER
Billy Ray, LLC

By: 

Name: WILLIAM R. RAY, JR.

Its: MANAGER

EXHIBIT A

Legal Description of the Land

Tax Parcel ID No(s): 077-001-000

The following described real property located in Henderson and Webster Counties, Kentucky, to wit: Beginning at a stake in the middle of the Sellars and Thomas road corner to Lot No. 3; thence S 87 degrees E 51.69 chains to a stake, corner to Lot No. 3; thence N 3 ½ degrees E 16.16 chains to a sassafras on the southwest side of Graves Creek; thence N 87 ¼ degrees W 53 chains to a stake corner to Eblens in the middle of the Sellars and Thomas road; thence with the road S 3 degrees W 4.70 chains S 3 ½ degrees E 11.25 chains to the beginning, containing 84 acres.

Being the same property conveyed an undivided one-half (1/2) interest to William R. Ray, Jr. and Barbara D. Ray, husband and wife, and an undivided one-half (1/2) interest to Lindsey Clay Embry and Jan Denise Embry, husband and wife, by deed from Naomi Ward Wink, et al, dated June 10, 2004, of record in Deed Book 531, page 583, in the Henderson County Clerk's Office, and in Deed Book 253, page 173, in the Webster County Clerk's Office. See also deed to William R. Ray, Jr. and Barbara D. Ray, husband and wife, from Lindsey Clay Embry and Jan Denise Embry, husband and wife, dated October 26, 2007, in Deed Book 558, page 586, in the Henderson County Clerk's Office, and in Deed Book 266, page 363, in the Webster County Clerk's Office.

Entire parcel contains approximately 81.2315 acres more or less.

EXHIBIT B

Site Plan Showing Location of the Property within the Land



EXHIBIT C

Permitted Encumbrances

1. The lien of real estate taxes and special assessments not yet due and payable in 201_ and thereafter.
2. Building and zoning laws, ordinances, and state and federal regulations which do not interfere with Buyer's proposed development and use of the Property for solar energy production and transmission purposes.
3. Such other title matters as are disclosed on the Commitment and which are accepted by Buyer or deemed accepted by Buyer in accordance with the provisions of the Purchase Agreement.

EXHIBIT D

Space above this line for recording purposes only

MEMORANDUM OF PURCHASE AGREEMENT

THIS MEMORANDUM OF PURCHASE AGREEMENT is made effective as of _____, 2020, by and between Billy Ray, LLC, a Kentucky limited liability company, whose address is: 12097 Airline Road, Henderson, KY 42420 (“**Seller**”) and Unbridled Solar, LLC, a Delaware limited liability company, whose address is: 8400 Normandale Lake Blvd, Suite 1200, Bloomington, MN 55437 (“**Buyer**”).

RECITALS

A. Seller is the fee owner of the parcel or parcels of land (the “**Land**”) located in the Counties of Henderson and Webster, State of Kentucky legally described in attached **Exhibit A**.

B. Seller and Buyer have entered into a purchase agreement dated _____, 2020 (the “**Purchase Agreement**”), under which Seller has agreed to sell the Land to Buyer, as generally shown on attached **Exhibit B** (the “**Property**”).

C. The parties wish to record this instrument to give notice to third parties of the existence of the Purchase Agreement and the rights in the Property held by Buyer as the purchaser under the Purchase Agreement.

PROVISIONS

IN CONSIDERATION of the mutual covenants of the parties described herein, the execution of this Memorandum of Purchase Agreement by the parties and other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Seller and Purchaser acknowledge that they have entered into the Purchase Agreement, pursuant to which Buyer has agreed to buy the Property from Seller and Seller has agreed to sell the Property to Buyer.

2. This Memorandum of Purchase Agreement has been executed and delivered by the parties for the purpose of recording and giving notice that a contractual relationship for the sale

of the Property has been created between the Seller and the Buyer in accordance with the terms, covenants and conditions of the Purchase Agreement.

3. The terms and conditions of the Purchase Agreement are incorporated by reference into this Memorandum of Purchase Agreement as if set forth fully herein at length.

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Purchase Agreement to be duly executed as of the day and year first above written.

BUYER
Unbridled Solar, LLC

SELLER
Billy Ray, LLC

By _____
Name: Jeff Ringblom
Its: Chief Financial Officer

By: _____
Name: _____

Its: _____

By: _____

Name: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Jeff Ringblom, the Chief Financial Officer of Unbridled Solar, LLC, a Delaware limited liability company, on behalf of the company.

Notary Public

STATE OF KENTUCKY)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____ the _____ of Billy Ray, LLC, a Kentucky limited liability company, on behalf of the limited liability company.

(Signature of person taking acknowledgment)
(Title or Rank): _____
(Serial number, if any): _____

STATE OF KENTUCKY)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____ the _____ of Billy Ray, LLC, a Kentucky limited liability company, on behalf of the limited liability company.

(Signature of person taking acknowledgment)
(Title or Rank): _____
(Serial number, if any): _____

This instrument prepared
by and return to:
Unbridled Solar, LLC
c/o Geronimo Energy, LLC
8400 Normandale Lake Blvd., Suite 1200
Bloomington, MN 55437
By: _____
 Laura Vaughan

EXHIBIT A

Legal Description of the Land

Tax Parcel ID No(s): 077-001-000

The following described real property located in Henderson and Webster Counties, Kentucky, to wit: Beginning at a stake in the middle of the Sellars and Thomas road corner to Lot No. 3; thence S 87 degrees E 51.69 chains to a stake, corner to Lot No. 3; thence N 3 ½ degrees E 16.16 chains to a sassafras on the southwest side of Graves Creek; thence N 87 ¼ degrees W 53 chains to a stake corner to Eblens in the middle of the Sellars and Thomas road; thence with the road S 3 degrees W 4.70 chains S 3 ½ degrees E 11.25 chains to the beginning, containing 84 acres.

Being the same property conveyed an undivided one-half (1/2) interest to William R. Ray, Jr. and Barbara D. Ray, husband and wife, and an undivided one-half (1/2) interest to Lindsey Clay Embry and Jan Denise Embry, husband and wife, by deed from Naomi Ward Wink, et al, dated June 10, 2004, of record in Deed Book 531, page 583, in the Henderson County Clerk's Office, and in Deed Book 253, page 173, in the Webster County Clerk's Office. See also deed to William R. Ray, Jr. and Barbara D. Ray, husband and wife, from Lindsey Clay Embry and Jan Denise Embry, husband and wife, dated October 26, 2007, in Deed Book 558, page 586, in the Henderson County Clerk's Office, and in Deed Book 266, page 363, in the Webster County Clerk's Office.

Entire parcel contains approximately 81.2315 acres more or less.

EXHIBIT B

Site Plan Showing Location of the Property within the Land



SOLAR LAND PURCHASE AGREEMENT

THIS SOLAR LAND PURCHASE AGREEMENT (the “**Agreement**”) is made and entered into as of this 24th day of May, 2020, by and between, Dawson Family Farms, LLC, a Kentucky limited liability company (“**Seller**”) and Henderson Solar, LLC, a Delaware limited liability company (“**Buyer**”).

RECITALS

A. Seller is the fee owner of the parcel or parcels of land (the “**Land**”) located in the County of Henderson, State of Kentucky legally described in attached Exhibit A.

B. Seller wishes to convey, and Buyer wishes to purchase the Land, together with all rights, privileges, easements, and appurtenances belonging thereto (hereinafter referred to as the “**Property**”), to be used for a solar energy project, generally in the location depicted on the attached Exhibit B.

AGREEMENT

In consideration of the mutual covenants and agreements herein contained and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 Premises To Be Purchased. Subject to the terms and conditions of this Agreement, Seller shall convey the Property to Buyer using the legal description for the Property designated in Exhibit A.

2.0 Purchase Price and Payment. The purchase price (“**Purchase Price**”) of the Property shall be Seventeen Thousand Dollars and 00/100 (\$17,000.00) per acre of the Property. The Purchase Price shall be paid as follows:

2.1 Twenty Eight Thousand Eight Hundred Seventy Two Dollars and 00/100 (\$28,872.00) as a initial down payment (the “**Down Payment**”). The Down Payment shall be paid by Buyer within five (5) business days after the Title Examination Period. If, however, Buyer delivers objections as more fully described in **Section 4.0**, indicating that there is no legal access to the Property or that there is a material defect in the condition of title that renders the Property’s title unmarketable, then the Down Payment will continue to be held by Buyer, but shall be delivered to Seller at the earlier of: (i) five (5) business days after the title defect that was objected to by Buyer is cured to Buyer’s reasonable satisfaction; or (ii) if Buyer elects to waive the title objection(s) and proceed to close this transaction, then at the earlier to occur of Buyer’s waiver or the date of Closing.

2.2 An additional Down Payment shall be paid to Seller within Thirty (30) days from the successful execution of a Power Purchase Agreement with an entity who is purchasing the power generated from the project in the amount of Fourteen Thousand Four Hundred Thirty Six Dollars and 00/100 (\$14,436.00)

2.3 An additional Down Payment shall be paid to Seller within Thirty (30) days from the date wherein all permits for the project have been successfully obtained in the amount of Fourteen Thousand Four Hundred Thirty-Six Dollars and 00/100 (\$14,436.00).

2.4 An additional Down Payment shall be paid to Seller within Thirty (30) days from the date that the Project enters into a Generator Interconnection Agreement that allows the project to connect to the electrical transmission system in the amount of Fourteen Thousand Four Hundred Thirty-Six Dollars and 00/100 (\$14,436.00).

2.5 All of the Down Payments shall be credited towards the Purchase Price. The balance of the Purchase Price shall be paid in cash or by certified funds or the equivalent on the Date of Closing (as hereafter defined).

If the Conditions for Buyer's benefit described in *Section 10.0* below are satisfied and Buyer completes the purchase of the Property, all of the Down Payment shall be credited against the Purchase Price. If any Condition is not satisfied and, as a result, Buyer elects not to complete the purchase of the Property, Seller may retain all of the Down Payment as consideration for Seller entering into and carrying out its obligations described in this Agreement.

3.0 Title To Be Delivered. Seller agrees to convey to Buyer marketable fee simple title to the Property subject only to the permitted encumbrances ("**Permitted Encumbrances**") set forth on attached Exhibit C.

4.0 Evidence of Title. Within a reasonable time after the execution of this Agreement by both parties or such other time period as may be specified in this *Section 4.0*, Buyer shall obtain an ALTA Form commitment for an Owner's title insurance policy (the "**Commitment**") issued by a title insurance company selected by Buyer ("**Title**") pursuant to which Title agrees to issue to the Buyer upon the recording of the documents of conveyance referred to herein an ALTA Form Owner's title insurance policy in the full amount of the Purchase Price. The Commitment shall include proper searches covering bankruptcies, state and federal judgments and liens and levied and pending special assessments. Buyer shall have twenty (20) days after receipt of the Commitment (the "**Title Examination Period**") to deliver to Seller written objections to title, and Seller shall have the greater of (i) the number of days remaining until the Date of Closing or (ii) one hundred twenty (120) days from receipt of such notice to have such objections removed or satisfied. If Seller shall fail to have such objections removed within said time, Buyer may, at its sole election: (a) terminate this Agreement without any liability on its part in which event the Down Payment paid hereunder shall be promptly refunded upon delivery to Title of a quit claim deed releasing any claim of Buyer to the Property; or (b) take title to the Property subject to such objections.

5.0 Control of Property. Until the Date of Closing, Seller shall have the full responsibility and the entire liability for any and all damages or injuries of any kind whatsoever

to the Property, to any and all persons, whether employees or otherwise, and to any other property from and connected to the Property, except liability arising directly from the negligence of Buyer, its agents, contractors or employees. If, prior to the Date of Closing, all or a portion of the Property shall be the subject of an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, Buyer, at its sole election, shall have the right to terminate this Agreement without liability on its part, by so notifying Seller and all sums heretofore paid by Buyer shall then be promptly refunded to Buyer upon delivery to Title of a quit claim deed releasing any claim of Buyer to the Property.

6.0 Representations of Seller. As an essential part of this Agreement and in order to induce Buyer to enter into this Agreement and purchase the Property, Seller represents and warrants to Buyer:

6.1 That the Documents to be delivered to Buyer pursuant to Article 8 hereof (“**Review of Documents**”) will be true and correct copies, in full force and effect, without default or right of set-off by any party except as otherwise disclosed to and accepted by Buyer in writing.

6.2 Seller does not have knowledge of any condemnation, environmental, zoning or other land-use regulation proceedings, either instituted or planned to be instituted, which would affect the use and operation of the Property or the value of the Property, nor has Seller received notice of any special assessment proceedings affecting the Property.

6.3 On the Date of Closing there will be no outstanding leases or outstanding contracts made by Seller for any improvements to the Property for which payment has not been fully made; and Seller shall cause to be discharged all mechanic’s or materialmen’s liens arising from any labor or materials furnished to the Property prior to the Date of Closing.

6.4 Seller will not, without the prior written consent of Buyer:

(a) Construct or enter into any agreement or commitment to construct any improvement to the Property; or

(b) Enter into or consent to any lease, easement, covenant or other obligation affecting the Property.

6.5 Seller shall deliver to Buyer a written notice of the commencement of any legal action by any governmental authority or third party affecting the Property and will make no concessions or settlements with respect to any such action without Buyer’s prior written consent.

6.6 Seller is not a foreign person, as such term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and shall deliver an affidavit

to that effect at closing, which shall be in form and substance reasonably acceptable to Buyer.

6.7 Seller has not used or stored hazardous or regulated substances on the Property nor has Seller discharged or released any such substances upon the Property, including, but not limited to, underground injection of such substances, in violation of any federal, state or local environmental law, ordinance, rule or regulation. To the best of Seller's actual knowledge, no other party has engaged in any such use, storage, discharge or release.

6.8 Seller certifies and warrants that Seller does not know of any wells on the Property.

6.9 No aboveground or underground tanks are located in or about the Property or have been located under, in or about the Property and have subsequently been removed or filled.

6.10 Seller certifies and warrants that the Property is not affected by any airport zoning regulations.

The representations and warranties set forth in this section shall be continuing and shall be true and correct as of the Date of Closing with the same force and effect as if made at that time. All such representations and warranties shall survive closing and shall not be merged in the delivery and execution of the deed or other instruments of conveyance called for in this Agreement.

7.0 Access to Land and Inspection. Any time and from time to time prior to the Date of Closing, Buyer and any person or persons selected by Buyer shall be permitted access to the Land for the purpose of conducting such studies and investigations of the Land as Buyer deems appropriate, which studies and investigations shall be conducted at Buyer's sole expense. Buyer shall promptly pay the charges for any such studies and investigations commissioned by Buyer and shall defend, indemnify and hold Seller and the Land harmless from any loss or damage incurred by or any claims against Seller or the Land made in connection therewith.

7.1 The parties anticipate and acknowledge that Seller or Seller's renters may suffer damage to crops, tile, fences, and other property or improvements on the Land during Buyer's studies and investigations of the Land. Buyer shall reimburse Seller for any such damages within thirty (30) days after determining the extent of damage. Notwithstanding any provision to the contrary, Seller acknowledges and agrees that it shall not be allowed to rent, lease, or grow crops or otherwise allow crop tenants to grow crops on the Land during a calendar year (the "**Purchase Year**"), in which the Date of Closing is to occur if, by December 1 prior to the Purchase Year, Buyer provides Seller with written notice (the "**Crop Notice**") that Buyer intends to purchase the Property, as provided herein. Notwithstanding any provision to the contrary, Buyer shall not be liable, responsible or otherwise required to pay for Crop Damages or any other damages

to the Property in the Purchase Year, except in the event Buyer does not provide the Crop Notice in accordance with the provisions herein.

7.2 Crop damages will be calculated by the following formula: Price x Yield x Percentage of Damage x Acreage = "**Crop Damages**". Prices for damaged or destroyed crops will be based on the average of the last previous March 1st and September 1st Chicago Board of Trade prices for that crop. Yield will be the average of the next previous two (2) years' yields of the same crop as the damaged crop, according to Seller's records, as received from and certified by Seller, for the smallest parcel of land that includes the damaged area. For purposes of the foregoing, "Seller's records" shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines. If Seller does not have yield records available, the Seller will use FSA records for the county in which the Land is located (or other commonly used yield information available for the area) for the smallest parcel of land which includes the damaged area. The parties hereto shall try in good faith to agree to the extent of damage and acreage affected. If the parties hereto cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent.

7.3 After such payment for any Crop Damages, Buyer shall not be responsible to pay Seller or Seller's renters any loss of income, rent, business opportunities, profits or other losses arising out of Seller's inability to grow crops or otherwise use the portion of the Land on which the Crop Damages occurred.

8.0 Review of Documents. Within a reasonable time following the date hereof, Seller shall deliver to Buyer and Buyer shall thereafter promptly acknowledge receipt of the following documents:

8.1 Copies of any contracts or other documents known to Seller which affect the Property and which will extend beyond the Date of Closing (the "**Contracts**").

8.2 Copies of any notices received by Seller or its agents of any violations of applicable laws pertaining to the Land which have not been corrected.

Seller shall provide all of the above listed documents (the "**Documents**") to Buyer not later than thirty (30) days after execution of this Agreement. Buyer shall have twenty (20) days after receipt of each Document to review the same. If Buyer determines that any of the Documents disclose conditions that affects the Property and are materially unsatisfactory to Buyer in Buyer's reasonable judgment, Buyer may terminate this Agreement by delivering to Seller, at the address set out in **Article 19** hereof, not later than fifteen (15) days after receipt of the Document to which Buyer objects, written notice of its election to terminate this Agreement. In such event, this Agreement shall become null and void and neither party shall have further obligations hereunder. In the event Buyer does not so elect to terminate this Agreement, then

Buyer shall close this transaction in accordance with the terms of this Agreement. Buyer agrees that within a reasonable period of time following the execution of the Agreement, Buyer shall deliver to Seller minutes and/or resolutions of Buyer authorizing the transaction and the execution of the documents called for hereunder.

9.0 Cooperation. Seller shall cooperate in Buyer's attempts to obtain such governmental approvals as may be necessary or appropriate in Buyer's judgment in order to develop the Property for solar energy and/or substation purposes, by executing such reasonable applications and other documents as may be necessary or appropriate or otherwise required by governmental bodies to accomplish the foregoing. Seller shall be reimbursed for any out-of-pocket expenses incurred by Seller in connection with such cooperation.

10.0 Conditions To Closing. Buyer's obligation to close the transaction contemplated by this Agreement shall be subject to the following conditions (each, a "Condition," and collectively, the "Conditions"):

10.1 Seller shall have complied with the terms of this Agreement.

10.2 Title to the Property shall be free and clear of all encumbrances except the Permitted Encumbrances.

10.3 The Property shall not have been adversely affected in any material way as a result of condemnation, release of hazardous substances, or other casualty or act of God, or act of a public enemy, whether or not covered by insurance.

10.4 No suit, zoning change, governmental investigation or other proceeding challenging the transaction contemplated in this Agreement, or which might adversely affect the right of Buyer to own or use the Property after the Date of Closing, shall have been threatened or instituted.

10.5 Buyer shall be satisfied, on or before the Date of Closing, that all necessary municipal and other governmental approvals shall have been obtained in order to permit Buyer to construct and operate [a substation and related facilities] [facilities used and/or useful in connection with the production of electrical energy through solar means] (the "Use").

10.6 Buyer shall have determined to its reasonable satisfaction on or before the Date of Closing that the Property is zoned for Buyer's intended Use and that there is adequate and appropriate access serving the Property.

10.7 Buyer shall have entered into a power purchase agreement with the applicable electric transmission company on terms that are satisfactory to Buyer in Buyer's sole discretion.

10.8 Buyer shall have determined, in Buyer's sole discretion, that it is practical and economically feasible for Buyer to develop the Property for the Use.

10.9 Buyer shall be satisfied, on or before the Date of Closing with the results of any Phase I environmental testing or survey relating to the Property that Buyer may or may not elect to obtain.

10.10 Buyer shall have obtained: (i) all governmental and other approvals of the plans for the improvements that Buyer desires to perform in connection with developing the Property for the Use; and (ii) a building permit for those improvements.

If Buyer has not completed the Closing or given Seller notice waiving the Conditions on or before the fifth (5th) anniversary of the date of this Agreement, then either party may terminate this Agreement by giving written notice to the other party, and following such termination, Seller may retain the Down Payment and neither party shall have further rights or obligations hereunder.

11.0 Closing and Possession. The conveyance of the Property and the payment of the balance of the Purchase Price (the “Closing”) shall take place within thirty (30) days after notice from Buyer of satisfaction of the Conditions set forth in *Section 10.0*, but not later than five (5) years from the date hereof (the “Date of Closing”) or on such earlier date as Seller and Buyer may mutually agree in writing. The Closing shall take place at the offices of Fredrikson & Byron or such other place as the Seller and Buyer may mutually determine. Possession of the Property shall be delivered on the Date of Closing.

12.0 Seller’s Obligations At Closing. On the Date of Closing, Seller shall:

12.1 Execute, acknowledge and deliver to Buyer a warranty deed to the Property conveying to Buyer marketable fee simple title to the Property subject only to the Permitted Encumbrances.

12.2 Execute and deliver to Buyer an affidavit of the Seller in recordable form identifying Seller as the owner of the Property free and clear of all encumbrances except the Permitted Encumbrances, and stating that all work, labor, services and materials furnished to or in connection with the Property have been fully paid for so that no mechanic’s, materialmen’s, or similar lien may be filed against the Property.

12.3 Execute and deliver to Buyer such other documents as may be required by this Agreement.

13.0 Buyer’s Obligations At Closing. At closing, and subject to the terms, conditions, and provisions hereof and the performance by Seller of its obligations as set forth above, the Buyer shall:

13.1 Deliver to Seller any portion of the Purchase Price then due and payable by wire transfer or Buyer’s certified check.

13.2 Execute and/or deliver to Seller such other documents as may be required by this Agreement.

14.0 Closing Costs. The following costs and expenses shall be paid as follows in connection with the closing:

14.1 Seller shall pay:

- (a) Seller's attorneys' fees, if any.
- (b) The cost of recording any document necessary to make title marketable.

14.2 Buyer shall pay the following costs in connection with the closing:

- (a) The cost of preparation of the warranty deed and other documents of conveyance.
- (b) Any filing fee to record the warranty deed.
- (c) State Deed-Tax upon delivery of the warranty deed.
- (d) Buyer's attorneys' fees.
- (e) The closing fee charged by Title.
- (f) The premium for any owner's or lender's title insurance obtained by Buyer.
- (g) The fee for issuance of the Commitment

15.0 Taxes and Special Assessments. Seller shall pay or cause to be paid the real estate taxes relating to the Property which are due and payable in the years prior to the year in which closing takes place and its pro rata share of the real estate taxes due and payable in the year of closing based on the ratio that the number of days from January 1, 20__ to the Date of Closing bears to three hundred sixty-five (365) days. The balance of the real estate taxes due and payable in the year of closing and thereafter shall be paid by Buyer. Seller shall cause all special assessments levied or pending to be paid on or before the Date of Closing.

16.0 Construction Damages to Drain Tile. If, during Buyer's construction on or development of the Property for solar energy and/or substation purposes, Buyer or any agent or employee of Buyer causes any damage to the drain tile system on Seller's adjacent land, Buyer shall indemnify Seller for such damage and shall pay the actual costs of repair of such damage. The indemnification set forth in this Section 16.0 shall survive the Closing.

17.0 Default.

17.1 If Seller fails to consummate the transaction contemplated by this Agreement for any reason except for Buyer's default or the failure to satisfy any conditions to Seller's obligation hereunder, Buyer may: (a) enforce the specific performance of this Agreement, which action must be commenced within ninety (90) days of the date Seller's failure to consummate the transactions contemplated herein; (b) cancel and terminate this Agreement and be relieved of its obligations hereunder (in which event, notwithstanding Seller's default, Seller shall be entitled to retain the Down Payment previously paid by Buyer; or (c) seek damages. No delay or omission in the exercise of any right or remedy accruing to Buyer upon any breach by Seller under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Buyer of any condition or the breach of any other term, covenant, or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained.

17.2 If Buyer fails to consummate the transaction contemplated herein for any reason, except the default by Seller or the failure to satisfy any of the Conditions described in **Section 10**, Seller shall be entitled to: (a) cancel and terminate this Agreement in the manner provided by applicable law and be relieved of its obligations hereunder; (b) enforce the specific performance of this Agreement, which action must be commenced within ninety (90) days of the date of failure of Buyer to consummate the transactions contemplated hereunder; or (c) terminate this Agreement and retain the Down Payment heretofore paid by Buyer as liquidated damages, which the parties have agreed would serve as fair and reasonable compensation for any damages Seller may incur due to Buyer's default. No delay or omission in the exercise of any right or remedy accruing to Seller upon any breach by Buyer under this Agreement shall impair such right or remedy accruing to Seller upon any breach by Buyer under this Agreement or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Seller of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. All rights, powers, options or remedies afforded to Seller, either hereunder or by law or equity, shall be cumulative and not alternative, and the exercise of one right, power, option, or remedy shall not bar any other rights, powers, options or remedies allowed hereunder or by applicable law.

18.0 Memorandum of Agreement. Buyer and Seller shall execute in recordable form and Buyer shall have the right to record a memorandum of this Agreement in the form attached hereto as **Exhibit D**. Seller hereby consents to the recordation of that memorandum. If this Agreement is terminated, Buyer and Seller shall promptly sign and record an instrument legally sufficient to memorialize the termination of this Agreement.

19.0 Miscellaneous. The following general provisions govern this Agreement:

19.1 Time is of the Essence. The Date of Closing is of the absolute essence.

19.2 Governing Law. This Agreement is made and executed under and in all respects is to be governed and construed under the laws of the State of Kentucky.

19.3 Notices. Any notice required to be given to Seller or Buyer pursuant to this Agreement shall be in writing and shall be deemed duly given: (i) on the date of personal delivery; (ii) one day following dispatch by Federal Express, Express Mail or equivalent or (iii) two (2) days following mailing certified or registered mail, postage prepaid, return receipt requested, to the respective addresses of the parties set out below:

Seller: Dawson Family Farms, LLC



P: _____

With a copy to

Buyer: Laura Vaughan
Henderson Solar, LLC
c/o Geronimo Energy, LLC
8400 Normandale Lake Blvd., Suite 1200
Bloomington, MN 55437
952-988-9000/952-988-9001 Fax

With a copy to: Dan Yarano, Esq.
Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-1425

Any party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such party.

19.4 Buyer's Waiver Rights. Buyer may, at its option, waive any right conferred upon the Buyer by this Agreement. Except as otherwise provided herein, such waiver may be made only by giving Seller written notice specifically describing the right waived.

19.5 Amendment. This Agreement shall be amended only by a written instrument signed by Seller and Buyer.

19.6 Construction. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as defining or as limiting in any way the scope or intent of the provisions hereof. Wherever the context requires or permits, the singular shall include the plural, the plural shall include singular, and the masculine, feminine and neuter shall be freely interchangeable.

19.7 Assignability. This Agreement and the rights set out herein may be assigned by Buyer to any person or entity, in Buyer's sole discretion, for purposes of developing the Property, provided Buyer's liability hereunder shall continue and Buyer shall not be released from its obligation hereunder.

19.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Seller and Buyer and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representations or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both parties.

19.9 Counterparts. For the convenience of the parties, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one in the same Agreement.


The parties have executed this Agreement as of the day and year set forth above.

BUYER
Henderson Solar, LLC

By 

Jeff Ringblom, Chief Financial Officer

SELLER
Dawson Family Farms, LLC

By: 

Name: KARL DAWSON

Its: Member

By: 

Name: Lynn Dawson

Its: Member

EXHIBIT A

Legal Description of the Land

Tax Parcel ID No(s): 71-46

Being the same property conveyed from Karl W. Dawson and Sally Lynn Dawson, husband and wife to Dawson Family Farms, LLC by Deed dated December 14, 2012 and recorded on December 20, 2012 at Instrument Number 2012015621, in Book 593, Page 664 in the office of the Recorder of Deeds for Henderson County, Kentucky.

Entire parcel contains approximately 84.9 acres more or less.

EXHIBIT B

Site Plan Showing Location of the Property within the Land

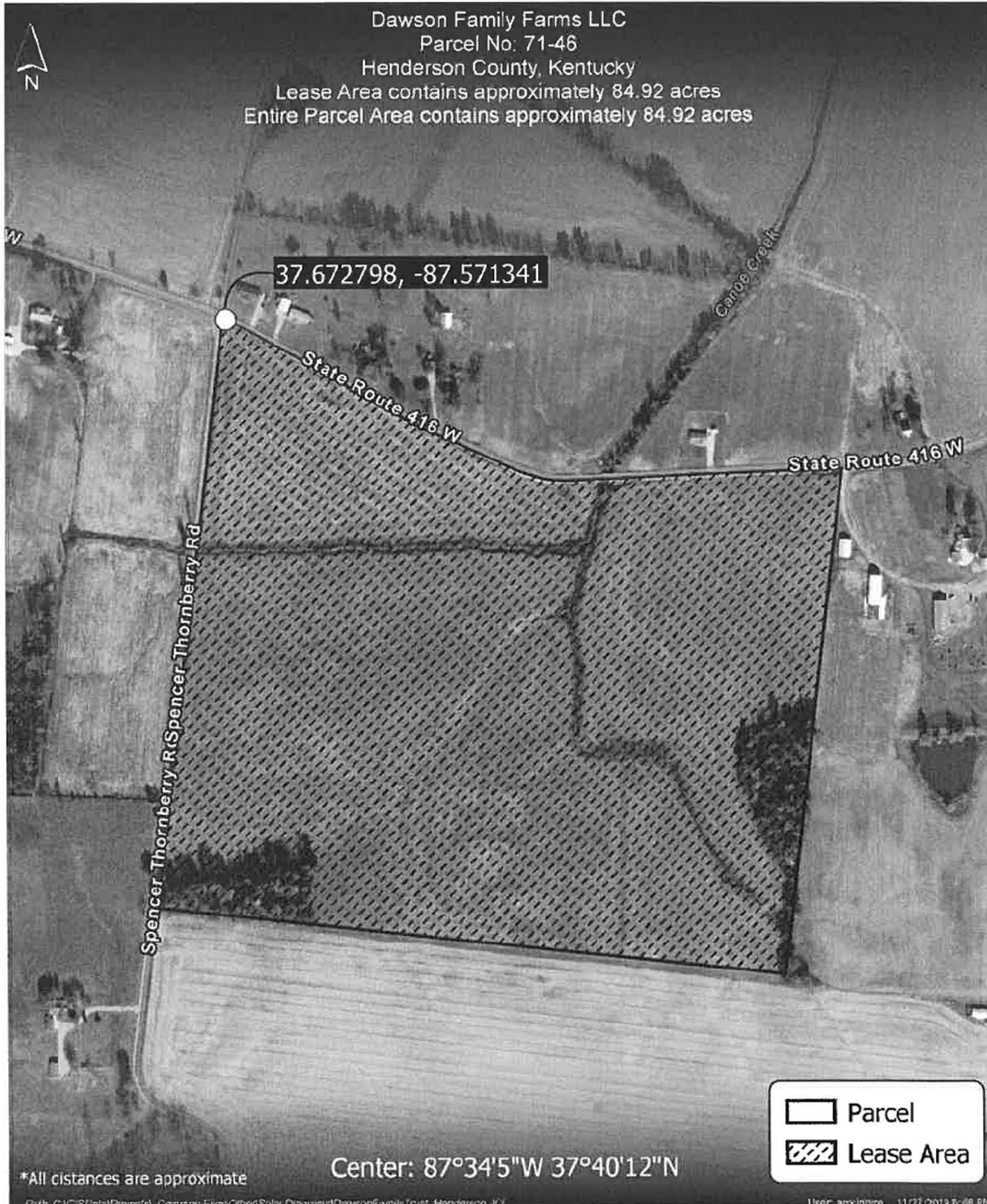


EXHIBIT C

Permitted Encumbrances

1. The lien of real estate taxes and special assessments not yet due and payable in 201_ and thereafter.
2. Building and zoning laws, ordinances, and state and federal regulations which do not interfere with Buyer's proposed development and use of the Property for solar energy production and transmission purposes.
3. Such other title matters as are disclosed on the Commitment and which are accepted by Buyer or deemed accepted by Buyer in accordance with the provisions of the Purchase Agreement.

EXHIBIT D

Space above this line for recording purposes only

MEMORANDUM OF PURCHASE AGREEMENT

THIS MEMORANDUM OF PURCHASE AGREEMENT is made effective as of _____, 20__, by and between Dawson Family Farms, LLC, a Kentucky limited liability company, whose address is: 6039 Laurel Trail, Henderson, KY 42420 and Henderson Solar, LLC, a Delaware limited liability company, whose address is: 8400 Normandale Lake Blvd., Suite 1200, Bloomington, MN 55437 (“**Buyer**”).

RECITALS

A. Seller is the fee owner of the parcel or parcels of land (the “**Land**”) located in the County of Henderson, State of Kentucky legally described in attached **Exhibit A**.

B. Seller and Buyer have entered into a purchase agreement dated _____, 20__ (the “**Purchase Agreement**”), under which Seller has agreed to sell the Land to Buyer, as generally shown on attached **Exhibit B** (the “**Property**”).

C. The parties wish to record this instrument to give notice to third parties of the existence of the Purchase Agreement and the rights in the Property held by Buyer as the purchaser under the Purchase Agreement.

PROVISIONS

IN CONSIDERATION of the mutual covenants of the parties described herein, the execution of this Memorandum of Purchase Agreement by the parties and other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Seller and Purchaser acknowledge that they have entered into the Purchase Agreement, pursuant to which Buyer has agreed to buy the Property from Seller and Seller has agreed to sell the Property to Buyer.
2. This Memorandum of Purchase Agreement has been executed and delivered by the parties for the purpose of recording and giving notice that a contractual relationship for the sale

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Purchase Agreement to be duly executed as of the day and year first above written.

BUYER
Henderson Solar, LLC

By _____
Name: Jeff Ringblom
Its: Chief Financial Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Jeff Ringblom, the Chief Financial Officer of Henderson Solar, LLC, a Delaware limited liability company, on behalf of the company.

Notary Public

SELLER

Dawson Family Farms, LLC

By: Karl Dawson

Name: KARL DAWSON

Its: Member

By: Lynn R. Dawson

Name: Lynn R. Dawson

Its: Member

STATE OF KENTUCKY)
) ss.
COUNTY OF Henderson)

The foregoing instrument was acknowledged before me this 6 day of May, 2020, by Karl Dawson as member of Dawson Family Farms, LLC, a Kentucky limited liability company, on behalf of the limited liability company.

 exp. 4-18-2023

(Signature of person taking acknowledgment)

(Title or Rank): Notary

(Serial number, if any): 621722

STATE OF KENTUCKY)
) ss.
COUNTY OF Henderson)

The foregoing instrument was acknowledged before me this 6 day of May, 2020, by Lynn Dawson as member of Dawson Family Farms, LLC, a Kentucky limited liability company, on behalf of the limited liability company.

 exp. 4-19-2023

(Signature of person taking acknowledgment)

(Title or Rank): Notary

(Serial number, if any): 621722

This instrument prepared
by and return to:
Henderson Solar, LLC
c/o Geronimo Energy, LLC
8400 Normandale Lake Blvd., Suite 1200
Bloomington, MN 55437
By:

EXHIBIT A

Legal Description of the Land

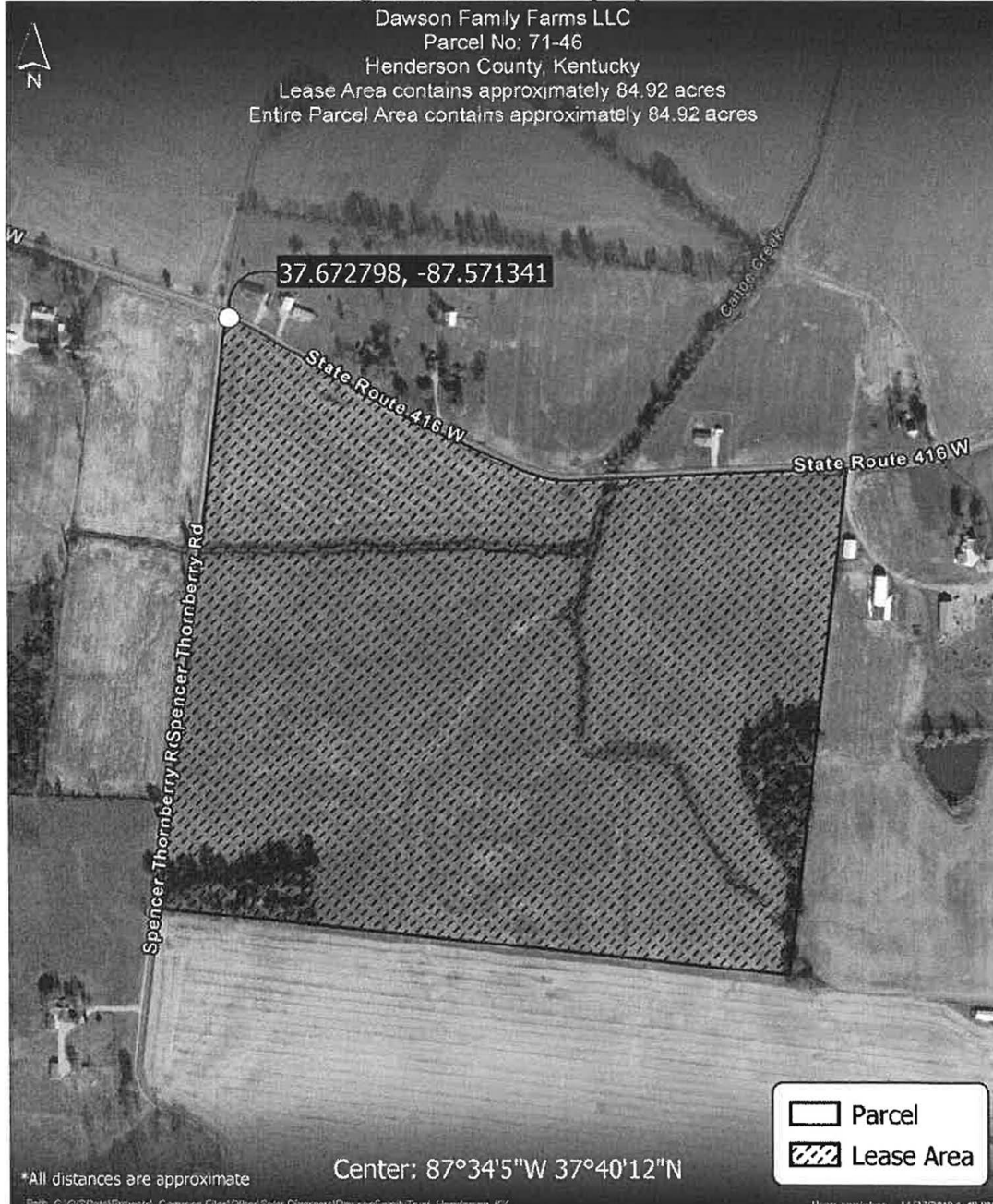
Tax Parcel ID No(s): 71-46

Being a portion of the same property conveyed from Karl W. Dawson and wife, Sally Lynn Dawson to Dawson Family Farms, LLC, a Kentucky limited liability company by Deed dated December 14, 2012 and recorded on December 20, 2012 at Deed Book 593 on Pages 664-682 in the office of the County Clerk for Henderson County, Kentucky.

Entire parcel contains approximately 84.92 acres more or less.

EXHIBIT B

Site Plan Showing Location of the Property within the Land



SOLAR LAND PURCHASE AGREEMENT

THIS SOLAR LAND PURCHASE AGREEMENT (the “**Agreement**”) is made and entered into as of this 20 day of July, 2020, by and between Peggy Sue Brown, as to a life estate interest; James H. Brown, as to a life estate interest; Alicia Kay Davis, a single person; Dana Sue White and William Patrick White, wife and husband; and William Rodger Brown aka Rodger Brown, a single person (“**Seller**”) and Unbridled Solar, LLC, a Delaware limited liability company (“**Buyer**”).

RECITALS

A. Seller is the fee owner of the parcel or parcels of land (the “**Land**”) located in the County of Henderson, State of Kentucky legally described in attached **Exhibit A**.

B. Seller wishes to convey, and Buyer wishes to purchase the Land, together with all rights, privileges, easements, and appurtenances belonging thereto (hereinafter referred to as the “**Property**”), to be used for a solar energy project, generally in the location depicted on the attached **Exhibit B**.

AGREEMENT

In consideration of the mutual covenants and agreements herein contained and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 Premises To Be Purchased. Subject to the terms and conditions of this Agreement, Seller shall convey the Property to Buyer using the legal description for the Property designated in Exhibit A.

2.0 Purchase Price and Payment. The purchase price (“**Purchase Price**”) of the Property shall be Seventeen Thousand Dollars and No/100 (\$17,000) per acre of the Property. The Purchase Price shall be paid as follows:

2.1 \$58,352.00 as a down payment (the “**Down Payment**”). The Down Payment shall be paid by Buyer within five (5) business days after the Title Examination Period. If, however, Buyer delivers objections as more fully described in **Section 4.0**, indicating that there is no legal access to the Property or that there is a material defect in the condition of title that renders the Property’s title unmarketable, then the Down Payment will continue to be held by Buyer, but shall be delivered to Seller at the earlier of: (i) five (5) business days after the title defect that was objected to by Buyer is cured to Buyer’s reasonable satisfaction; or (ii) if Buyer elects to waive the title objection(s) and proceed to close this transaction,

then at the earlier to occur of Buyer's waiver or the date of Closing. The Down Payment described above (together with any additional Down Payment amounts made as set forth below) will be credited against the Purchase Price at Closing.

2.2 Upon the full execution of a power purchase agreement relating to the solar energy project to be developed on the Property (the "**Project**"), an additional payment of \$29,176.00, which shall be considered an additional part of the Down Payment.

2.3 Upon the full execution of a generator interconnection agreement relating to the Project, an additional payment of \$29,176.00, which shall be considered an additional part of the Down Payment.

2.4 Upon the receipt of all permits required for the Project, an additional payment of \$30,826.00, which shall be considered an additional part of the Down Payment.

2.5 In the event that the Date of Closing has not occurred within thirty-six (36) months of the date hereof and the Agreement has not been terminated, an additional payment of \$5,000.00, which shall be considered an additional part of the Down Payment.

2.6 The balance of the Purchase Price shall be paid in cash or by certified funds or the equivalent on the Date of Closing (as hereafter defined).

If the Conditions for Buyer's benefit described in *Section 10.0* below are satisfied and Buyer completes the purchase of the Property, the Down Payment shall be credited against the Purchase Price. If any Condition is not satisfied and, as a result, Buyer elects not to complete the purchase of the Property, Seller shall retain the Down Payment as consideration for Seller entering into and carrying out its obligations described in this Agreement.

3.0 Title To Be Delivered. Seller agrees to convey to Buyer marketable fee simple title to the Property subject only to the permitted encumbrances ("**Permitted Encumbrances**") set forth on attached Exhibit C.

4.0 Evidence of Title. Within 120 days after the execution of this Agreement by both parties or such other time period as may be specified in this *Section 4.0*, Buyer shall obtain an ALTA Form commitment for an Owner's title insurance policy (the "**Commitment**") issued by a title insurance company selected by Buyer ("**Title**") pursuant to which Title agrees to issue to the Buyer upon the recording of the documents of conveyance referred to herein an ALTA Form Owner's title insurance policy in the full amount of the Purchase Price. The Commitment shall include proper searches covering bankruptcies, state and federal judgments and liens and levied and pending special assessments. Buyer shall have twenty (20) days after receipt of the Commitment (the "**Title Examination Period**") to deliver to Seller written objections to title, and Seller shall have the greater of (i) the number of days remaining until the Date of Closing or (ii) one hundred twenty (120) days from receipt of such notice to have such objections removed or

satisfied. If Seller shall fail to have such objections removed within said time, Buyer may, at its sole election: (a) terminate this Agreement without any liability on its part in which event the Down Payment paid hereunder shall be promptly refunded upon delivery to Title of a quit claim deed releasing any claim of Buyer to the Property; or (b) take title to the Property subject to such objections.

5.0 Control of Property. Until the Date of Closing, Seller shall have the full responsibility and the entire liability for any and all damages or injuries of any kind whatsoever to the Property, to any and all persons, whether employees or otherwise, and to any other property from and connected to the Property, except liability arising directly from the negligence of Buyer, its agents, contractors or employees. If, prior to the Date of Closing, all or a portion of the Property shall be the subject of an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, Buyer, at its sole election, shall have the right to terminate this Agreement without liability on its part, by so notifying Seller and all sums heretofore paid by Buyer shall then be promptly refunded to Buyer upon delivery to Title of a quit claim deed releasing any claim of Buyer to the Property.

6.0 Representations of Seller. As an essential part of this Agreement and in order to induce Buyer to enter into this Agreement and purchase the Property, Seller represents and warrants to Buyer:

6.1 That the Documents to be delivered to Buyer pursuant to Article 8 hereof (“**Review of Documents**”) will be true and correct copies, in full force and effect, without default or right of set-off by any party except as otherwise disclosed to and accepted by Buyer in writing.

6.2 Seller does not have knowledge of any condemnation, environmental, zoning or other land-use regulation proceedings, either instituted or planned to be instituted, which would affect the use and operation of the Property or the value of the Property, nor has Seller received notice of any special assessment proceedings affecting the Property.

6.3 On the Date of Closing there will be no outstanding leases or outstanding contracts made by Seller for any improvements to the Property for which payment has not been fully made; and Seller shall cause to be discharged all mechanic’s or materialmen’s liens arising from any labor or materials furnished to the Property prior to the Date of Closing.

6.4 Seller will not, without the prior written consent of Buyer:

(a) Construct or enter into any agreement or commitment to construct any improvement to the Property; or

(b) Enter into or consent to any lease, easement, covenant or other obligation affecting the Property

6.5 Seller shall deliver to Buyer a written notice of the commencement of any legal action by any governmental authority or third party affecting the Property and will make no concessions or settlements with respect to any such action without Buyer's prior written consent.

6.6 Seller is not a foreign person, as such term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and shall deliver an affidavit to that effect at closing, which shall be in form and substance reasonably acceptable to Buyer.

6.7 Seller has not used or stored hazardous or regulated substances on the Property nor has Seller discharged or released any such substances upon the Property, including, but not limited to, underground injection of such substances, in violation of any federal, state or local environmental law, ordinance, rule or regulation. To the best of Seller's actual knowledge, no other party has engaged in any such use, storage, discharge or release except for common farm chemicals used in farming in compliance with applicable laws.

6.8 Seller certifies and warrants that Seller does not know of any wells on the Property except for the well previously disclosed to Buyer by Seller.

6.9 No aboveground or underground tanks are located in or about the Property or have been located under, in or about the Property and have subsequently been removed or filled.

6.10 Seller certifies and warrants that the Property is not affected by any airport zoning regulations.

The representations and warranties set forth in this section shall be continuing and shall be true and correct as of the Date of Closing with the same force and effect as if made at that time. All such representations and warranties shall survive closing and shall not be merged in the delivery and execution of the deed or other instruments of conveyance called for in this Agreement.

7.0 Access to Land and Inspection. Any time and from time to time prior to the Date of Closing, Buyer and any person or persons selected by Buyer shall be permitted access to the Land for the purpose of conducting such studies and investigations of the Land as Buyer deems appropriate, which studies and investigations shall be conducted at Buyer's sole expense. Buyer shall promptly pay the charges for any such studies and investigations commissioned by Buyer and shall defend, indemnify and hold Seller and the Land harmless from any loss or damage incurred by or any claims against Seller or the Land made in connection therewith.

7.1 The parties anticipate and acknowledge that Seller or Seller's renters may suffer damage to crops, tile, fences, and other property or improvements on the Land during Buyer's studies and investigations of the Land. Buyer shall reimburse Seller for any such damages within thirty (30) days after determining the extent of damage. Notwithstanding any provision to the contrary, Seller acknowledges and

agrees that it shall not be allowed to rent, lease, or grow crops or otherwise allow crop tenants to grow crops on the Land during a calendar year (the "**Purchase Year**"), in which the Date of Closing is to occur if, by December 1 prior to the Purchase Year, Buyer provides Seller with written notice (the "**Crop Notice**") that Buyer intends to purchase the Property, as provided herein. Notwithstanding any provision to the contrary, Buyer shall not be liable, responsible or otherwise required to pay for Crop Damages or any other damages to the Property in the Purchase Year, except in the event Buyer does not provide the Crop Notice in accordance with the provisions herein.

7.2 Crop damages will be calculated by the following formula: Price x Yield x Percentage of Damage x Acreage = "**Crop Damages**". Prices for damaged or destroyed crops will be based on the average of the last previous March 1st and September 1st Chicago Board of Trade prices for that crop. Yield will be the average of the next previous two (2) years' yields of the same crop as the damaged crop, according to Seller's records, as received from and certified by Seller, for the smallest parcel of land that includes the damaged area. For purposes of the foregoing, "Seller's records" shall include, but not be limited to, warehouse/elevator receipts, applications for crop insurance and scale tickets from grain cart or yield monitors on combines. If Seller does not have yield records available, the Seller will use FSA records for the county in which the Land is located (or other commonly used yield information available for the area) for the smallest parcel of land which includes the damaged area. The parties hereto shall try in good faith to agree to the extent of damage and acreage affected. If the parties hereto cannot agree, they shall have the area measured and extent of damage assessed by an impartial party such as a crop insurance adjuster or extension agent.

7.3 After such payment for any Crop Damages, Buyer shall not be responsible to pay Seller or Seller's renters any loss of income, rent, business opportunities, profits or other losses arising out of Seller's inability to grow crops or otherwise use the portion of the Land on which the Crop Damages occurred.

8.0 Review of Documents. Within a reasonable time following the date hereof, Seller shall deliver to Buyer and Buyer shall thereafter promptly acknowledge receipt of the following documents:

8.1 Copies of any contracts or other documents known to Seller which affect the Property and which will extend beyond the Date of Closing (the "**Contracts**").

8.2 Copies of any notices received by Seller or its agents of any violations of applicable laws pertaining to the Land which have not been corrected.

Seller shall provide all of the above listed documents (the "**Documents**") to Buyer not later than thirty (30) days after execution of this Agreement. Buyer shall have twenty (20) days after receipt of each Document to review the same. If Buyer determines that any of the Documents disclose conditions that affects the Property and are materially unsatisfactory to Buyer in Buyer's

reasonable judgment, Buyer may terminate this Agreement by delivering to Seller, at the address set out in **Article 19** hereof, not later than fifteen (15) days after receipt of the Document to which Buyer objects, written notice of its election to terminate this Agreement. In such event, this Agreement shall become null and void and neither party shall have further obligations hereunder. In the event Buyer does not so elect to terminate this Agreement, then Buyer shall close this transaction in accordance with the terms of this Agreement. Buyer agrees that within a reasonable period of time following the execution of the Agreement, Buyer shall deliver to Seller minutes and/or resolutions of Buyer authorizing the transaction and the execution of the documents called for hereunder.

9.0 Cooperation. Seller shall cooperate in Buyer's attempts to obtain such governmental approvals as may be necessary or appropriate as agreed by the parties, and both parties shall cooperate in good faith, in order to develop the Property for solar energy and/or substation purposes, by executing such reasonable applications and other documents as may be necessary or appropriate or otherwise required by governmental bodies to accomplish the foregoing. Seller shall be reimbursed for any out-of-pocket expenses incurred by Seller in connection with such cooperation.

10.0 Conditions To Closing. Buyer's obligation to close the transaction contemplated by this Agreement shall be subject to the following conditions (each, a "**Condition**," and collectively, the "**Conditions**"):

10.1 Seller shall have complied with the terms of this Agreement.

10.2 Title to the Property shall be free and clear of all encumbrances except the Permitted Encumbrances.

10.3 The Property shall not have been adversely affected in any material way as a result of condemnation, release of hazardous substances except for chemical used in and for farming in compliance with applicable laws, or other casualty or act of God, or act of a public enemy, whether or not covered by insurance.

10.4 No suit, zoning change, governmental investigation or other proceeding challenging the transaction contemplated in this Agreement, or which might adversely affect the right of Buyer to own or use the Property after the Date of Closing, shall have been threatened or instituted.

10.5 Buyer shall be satisfied, on or before the Date of Closing, that all necessary municipal and other governmental approvals shall have been obtained in order to permit Buyer to construct and operate [a substation and related facilities] [facilities used and/or useful in connection with the production of electrical energy through solar means] (the "**Use**").

10.6 Buyer shall have determined to its reasonable satisfaction on or before the Date of Closing that the Property is zoned for Buyer's intended Use and that there is adequate and appropriate access serving the Property.

10.7 Buyer shall have entered into a power purchase agreement with the applicable electric transmission company on terms that are satisfactory to Buyer in Buyer's sole discretion.

10.8 Buyer shall have determined, in Buyer's sole discretion, that it is practical and economically feasible for Buyer to develop the Property for the Use.

10.9 Buyer shall be satisfied, on or before the Date of Closing with the results of any Phase I environmental testing or survey, at Buyers expense, relating to the Property that Buyer may or may not elect to obtain.

10.10 Buyer shall have obtained: (i) all governmental and other approvals of the plans for the improvements that Buyer desires to perform in connection with developing the Property for the Use; and (ii) a building permit for those improvements.

If Buyer has not completed the Closing or given Seller notice waiving the Conditions on or before the third and one half year (3.5) anniversary of the date of this Agreement, then either party may terminate this Agreement by giving written notice to the other party, and following such termination, Seller may retain the Down Payment and neither party shall have further rights or obligations hereunder.

11.0 Closing and Possession. The conveyance of the Property and the payment of the balance of the Purchase Price (the "**Closing**") shall take place within thirty (30) days after notice from Buyer of satisfaction of the Conditions set forth in **Section 10.0**, but not later than forty-two (42) months from the date hereof (the "**Date of Closing**") or on such earlier date as Seller and Buyer may mutually agree in writing. The Closing shall take place at the offices of Fredrikson & Byron or such other place as the Seller and Buyer may mutually determine. Possession of the Property shall be delivered on the Date of Closing.

12.0 Seller's Obligations At Closing. On the Date of Closing, Seller shall:

12.1 Execute, acknowledge and deliver to Buyer a warranty deed to the Property conveying to Buyer marketable fee simple title to the Property subject only to the Permitted Encumbrances.

12.2 Execute and deliver to Buyer an affidavit of the Seller in recordable form identifying Seller as the owner of the Property free and clear of all encumbrances except the Permitted Encumbrances, and stating that all work, labor, services and materials furnished to or in connection with the Property have been fully paid for so that no mechanic's, materialmen's, or similar lien may be filed against the Property.

12.3 Execute and deliver to Buyer such other documents as may be required by this Agreement.

13.0 Buyer's Obligations At Closing. At closing, and subject to the terms, conditions, and provisions hereof and the performance by Seller of its obligations as set forth above, the Buyer shall:

13.1 Deliver to Seller any portion of the Purchase Price then due and payable by wire transfer or Buyer's certified check.

13.2 Execute and/or deliver to Seller such other documents as may be required by this Agreement.

14.0 Closing Costs. The following costs and expenses shall be paid as follows in connection with the closing:

14.1 Seller shall pay:

(a) Seller's attorneys' fees, if any.

(b) The cost of recording any document necessary to make title marketable.

14.2 Buyer shall pay the following costs in connection with the closing:

(a) The cost of preparation of the warranty deed and other documents of conveyance.

(b) Any filing fee to record the warranty deed.

(c) State Deed-Tax upon delivery of the warranty deed.

(d) Buyer's attorneys' fees.

(e) The closing fee charged by Title.

(f) The premium for any owner's or lender's title insurance obtained by Buyer.

(g) The fee for issuance of the Commitment

15.0 Taxes and Special Assessments. Seller shall pay or cause to be paid the real estate taxes relating to the Property which are due and payable in the years prior to the year in which closing takes place and its pro rata share of the real estate taxes due and payable in the year of closing based on the ratio that the number of days from January 1, 20__ to the Date of Closing bears to three hundred sixty-five (365) days. The balance of the real estate taxes due and payable in the year of closing and thereafter shall be paid by Buyer. Seller shall cause all special assessments levied or pending to be paid on or before the Date of Closing.

16.0 Construction Damages to Drain Tile. If, during Buyer's construction on or development of the Property for solar energy and/or substation purposes, Buyer or any agent or employee of Buyer causes any damage to the drain tile system on Seller's adjacent land, Buyer shall indemnify Seller for such damage and shall pay the actual costs of repair of such damage. The indemnification set forth in this Section 16.0 shall survive the Closing.

17.0 Default.

17.1 If Seller fails to consummate the transaction contemplated by this Agreement for any reason except for Buyer's default or the failure to satisfy any conditions to Seller's obligation hereunder, Buyer may: (a) enforce the specific performance of this Agreement, which action must be commenced within ninety (90) days of the date Seller's failure to consummate the transactions contemplated herein; (b) cancel and terminate this Agreement and be relieved of its obligations hereunder (in which event, notwithstanding Seller's default, Seller shall be entitled to retain the Down Payment previously paid by Buyer; or (c) seek damages. No delay or omission in the exercise of any right or remedy accruing to Buyer upon any breach by Seller under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Buyer of any condition or the breach of any other term, covenant, or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained.

17.2 If Buyer fails to consummate the transaction contemplated herein for any reason, except the default by Seller or the failure to satisfy any of the Conditions described in **Section 10**, Seller shall be entitled to: (a) cancel and terminate this Agreement in the manner provided by applicable law and be relieved of its obligations hereunder; (b) enforce the specific performance of this Agreement, which action must be commenced within ninety (90) days of the date of failure of Buyer to consummate the transactions contemplated hereunder; or (c) terminate this Agreement and retain the Down Payment heretofore paid by Buyer as liquidated damages which do not constitute a penalty, and which the parties have agreed would serve as fair and reasonable compensation for any damages Seller may incur due to Buyer's default. No delay or omission in the exercise of any right or remedy accruing to Seller upon any breach by Buyer under this Agreement shall impair such right or remedy accruing to Seller upon any breach by Buyer under this Agreement or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Seller of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. All rights, powers, options or remedies afforded to Seller, either hereunder or by law or equity, shall be cumulative and not alternative, and the exercise of one right, power, option, or remedy shall not bar

any other rights, powers, options or remedies allowed hereunder or by applicable law.

18.0 Memorandum of Agreement. Buyer and Seller shall execute in recordable form and Buyer shall have the right to record a memorandum of this Agreement in the form attached hereto as **Exhibit D**. Seller hereby consents to the recordation of that memorandum. If this Agreement is terminated, Buyer and Seller shall promptly sign and record an instrument legally sufficient to memorialize the termination of this Agreement.

19.0 Miscellaneous. The following general provisions govern this Agreement:

19.1 Time is of the Essence. The Date of Closing is of the absolute essence.

19.2 Governing Law. This Agreement is made and executed under and in all respects is to be governed and construed under the laws of the State of Kentucky.

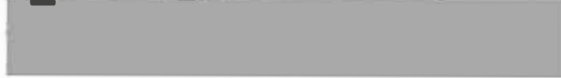
19.3 Notices. Any notice required to be given to Seller or Buyer pursuant to this Agreement shall be in writing and shall be deemed duly given: (i) on the date of personal delivery; (ii) one day following dispatch by Federal Express, Express Mail or equivalent or (iii) two (2) days following mailing certified or registered mail, postage prepaid, return receipt requested, to the respective addresses of the parties set out below:

Seller: Rodger Brown et al



With a copy to

ALICIA DAVIS



Buyer: Laura Vaughan
Unbridled Solar, LLC
c/o Geronimo Energy, LLC
8400 Normandale Lake Blvd, Suite 1200
Bloomington, MN 55437
952-988-9000/952-988-9001 Fax

With a copy to: Dan Yarano, Esq.
Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-1425

Any party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such party.

19.4 Buyer's Waiver Rights. Buyer may, at its option, waive any right conferred upon the Buyer by this Agreement. Except as otherwise provided herein, such waiver may be made only by giving Seller written notice specifically describing the right waived.

19.5 Amendment. This Agreement shall be amended only by a written instrument signed by Seller and Buyer.

19.6 Construction. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as defining or as limiting in any way the scope or intent of the provisions hereof. Wherever the context requires or permits, the singular shall include the plural, the plural shall include singular, and the masculine, feminine and neuter shall be freely interchangeable.

19.7 Assignability. This Agreement and the rights set out herein may be assigned by Buyer to any person or entity, in Buyer's sole discretion, for purposes of developing the Property, provided Buyer's liability hereunder shall continue and Buyer shall not be released from its obligation hereunder.

19.8 Entire Agreement. It is mutually understood and agreed that this Agreement constitutes the entire agreement between Seller and Buyer and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representatives or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both parties.

19.9 Counterparts. For the convenience of the parties, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one in the same Agreement.

The parties have executed this Agreement as of the day and year set forth above.

BUYER

Unbridled Solar, LLC, a
Delaware limited liability company

By 

Name: Jeff Ringblom

Its: Chief Financial Officer

SELLER

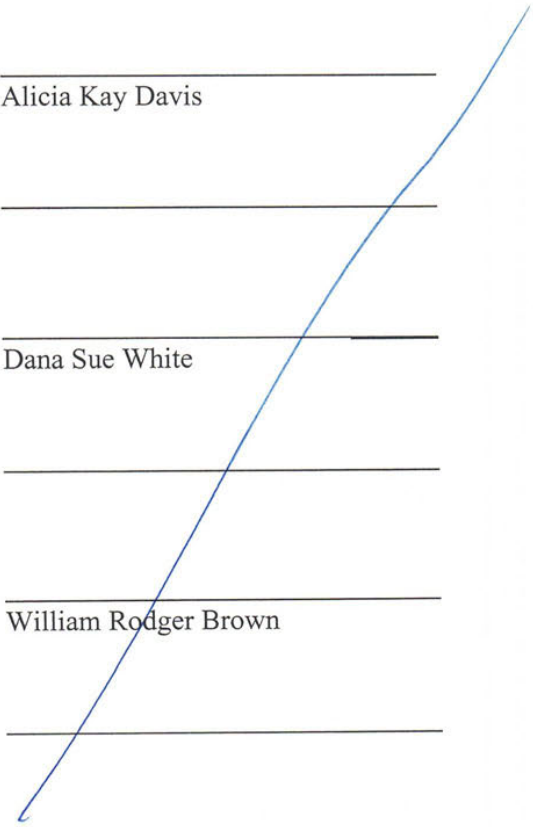
Peggy Sue Brown
Peggy Sue Brown

James H. Brown
James H. Brown

Alicia Kay Davis

Dana Sue White

William Rodger Brown



SELLER

Peggy Sue Brown

James H. Brown



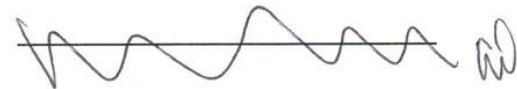
Alicia Kay Davis



Dana Sue White



William Rodger Brown




SELLER

Peggy Sue Brown

James H. Brown

Alicia Kay Davis


Dana Sue White



William Rodger Brown


SELLER

Peggy Sue Brown

James H. Brown

Alicia Kay Davis

Dana Sue White



William Rodger Brown




EXHIBIT A**Legal Description of the Land****Tax Parcel No.:** 72-10

Beginning at a stake in line of Lot No. 1 comer to Lot No. 3; thence S 88 E 86 poles and 10 links to a stake comer to Lot No. 1 in Y. Eakins line; thence S 2 W 121 poles and 1 links to a stake corner to Hester; thence N 88 W 86 poles and 10 links to a stake corner to Lot No. 3 in Hester's line; thence N 2 E 121 poles and 1 link to the beginning, containing 65.32 acres.

Being the same property of which an undivided one-half ($\frac{1}{2}$) interest was conveyed from W. C. Tapp and wife, Cornelia Tapp, to Peggy Sue Brown, James H. Brown, Alicia Kay Brown, Dana Sue Brown, and William Roger Brown, in deed dated January 4, 1979, and recorded in Deed Book 310, Page 366, in the office of the Henderson County Court. Also being the same property of which an undivided one-half($\frac{1}{2}$) interest was conveyed from W. C. Tapp and wife, Cornelia Tapp, to Peggy Sue Brown, James H. Brown, Alicia Kay Brown, Dana Sue Brown, and William Roger Brown, in deed dated January 3, 1980, and recorded in Deed Book 317, Page 752, in the office of the Henderson County Clerk.

ALSO, beginning at a rock on the East side of said Robards and Sebree road (sometimes called the Knoblick Road); thence with a road way North 85 $\frac{1}{2}$ degrees West 120 poles to a double white oak corner to Eakin's tract, thence South 2 $\frac{1}{2}$ degrees, West with same 100 poles & 21 links to a stake; thence South 85 $\frac{1}{2}$ degrees, East 101 poles and 4 links to a stake on the West side of the said Robards and Sebree road; thence with same North 25 degrees, East 55 poles and 13 links to a rock; thence North 2 $\frac{1}{2}$ degrees, East with the road 48 poles and 24 links to the beginning, containing 72 acres more or less.

Being the same property of which an undivided one-half interest was conveyed from W. C. Tapp and wife, Cornelia Tapp, to Peggy Sue Brown, James H. Brown, Alicia Kay Brown, Dana Sue Brown, and William Roger Brown, in deed dated June 16, 1977, and recorded In Deed Book 295, Page 496, In the office of the Henderson County Clerk. Also being the same property of which an undivided one-half interest was conveyed from W. C. Tapp and wife, Cornelia Tapp, to Peggy Sue Brown, James H. Brown, Alicia Kay Brown, Dana Sue Brown, and William Roger Brown, in deed dated January 3, 1978, and recorded in Deed Book 301, Page 142, in the office of the Henderson County Clerk.

The parcel contains 137.30 acres.

EXHIBIT B

Site Plan Showing Location of the Property within the Land

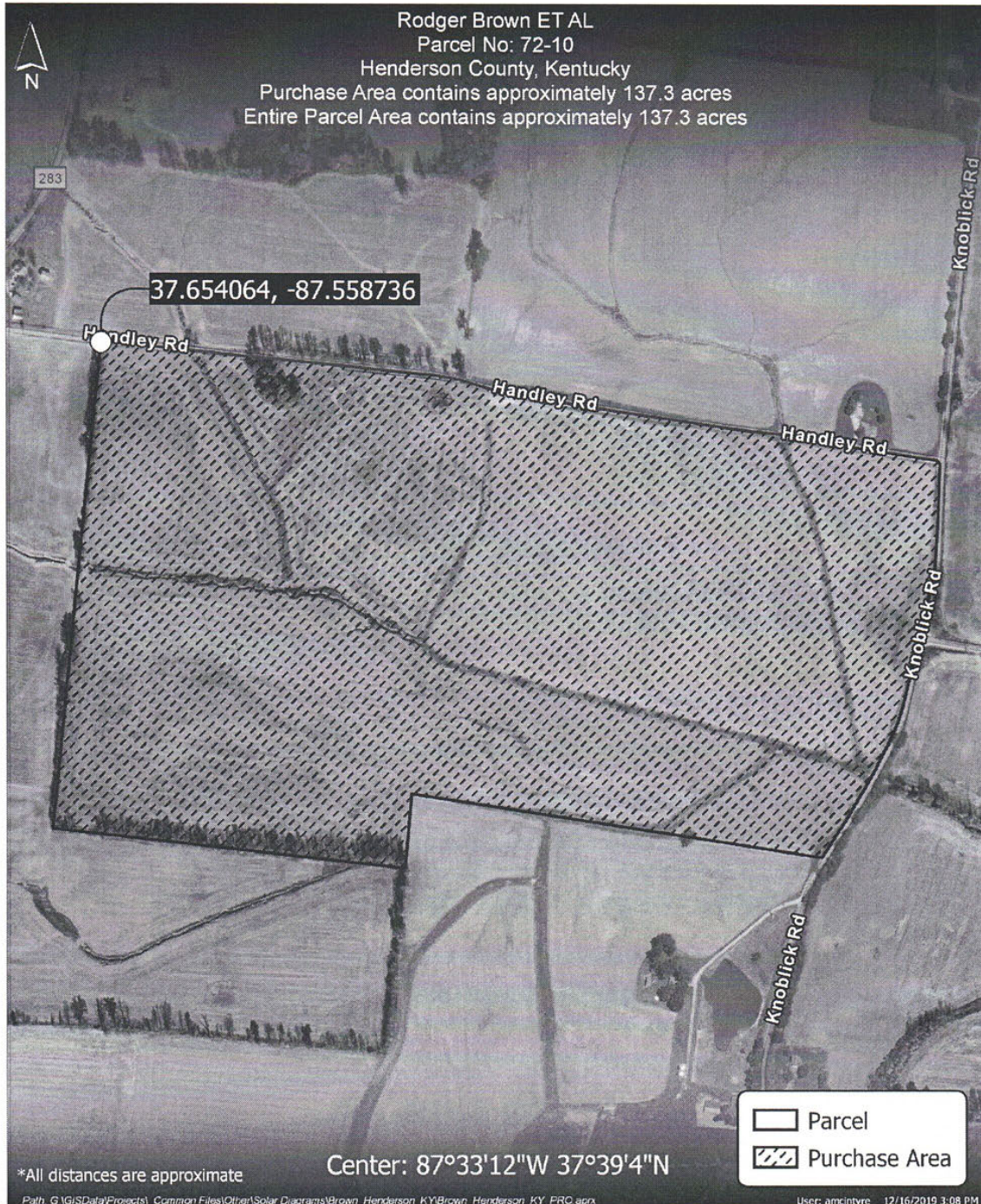


EXHIBIT C

Permitted Encumbrances

1. The lien of real estate taxes and special assessments not yet due and payable in 201_ and thereafter.
2. Building and zoning laws, ordinances, and state and federal regulations which do not interfere with Buyer's proposed development and use of the Property for solar energy production and transmission purposes.
3. Such other title matters as are disclosed on the Commitment and which are accepted by Buyer or deemed accepted by Buyer in accordance with the provisions of the Purchase Agreement.

EXHIBIT D

Space above this line for recording purposes only

MEMORANDUM OF PURCHASE AGREEMENT

THIS MEMORANDUM OF PURCHASE AGREEMENT is made effective as of _____, 20__, by and between Peggy Sue Brown, whose address is _____;

James H. Brown, whose address is _____;

Alicia Kay Davis _____,

(Insert name of spouse, if any, and marital status)

whose address is _____;

Dana Sue White _____,

(Insert name of spouse, if any, and marital status)

whose address is _____;

and William Rodger Brown aka Rodger Brown _____,

(Insert name of spouse, if any, and marital status)

whose address 1203 Fifth Street, Henderson, KY 42420 (“**Seller**”) and Unbridled Solar, LLC, a Delaware limited liability company, whose address is: 7650 Edinborough Way, Suite 725, Edina, MN 55435 (“**Buyer**”).

RECITALS

- A. Seller is the fee owner of the parcel or parcels of land (the “**Land**”) located in the County of Henderson, State of Kentucky legally described in attached **Exhibit A**.
- B. Seller and Buyer have entered into a purchase agreement dated _____, 2020 (the “**Purchase Agreement**”), under which Seller has agreed to sell the Land to Buyer, as generally shown on attached **Exhibit B** (the “**Property**”).

C. The parties wish to record this instrument to give notice to third parties of the existence of the Purchase Agreement and the rights in the Property held by Buyer as the purchaser under the Purchase Agreement.

PROVISIONS

IN CONSIDERATION of the mutual covenants of the parties described herein, the execution of this Memorandum of Purchase Agreement by the parties and other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Seller and Purchaser acknowledge that they have entered into the Purchase Agreement, pursuant to which Buyer has agreed to buy the Property from Seller and Seller has agreed to sell the Property to Buyer.
2. This Memorandum of Purchase Agreement has been executed and delivered by the parties for the purpose of recording and giving notice that a contractual relationship for the sale of the Property has been created between the Seller and the Buyer in accordance with the terms, covenants and conditions of the Purchase Agreement.
3. The terms and conditions of the Purchase Agreement are incorporated by reference into this Memorandum of Purchase Agreement as if set forth fully herein at length.

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Purchase Agreement to be duly executed as of the day and year first above written.

BUYER

Unbridled Solar, LLC, a
Delaware limited liability company

By _____
Name: Jeff Ringblom
Its: Chief Financial Officer

SELLER

Peggy Sue Brown

James H. Brown

Alicia Kay Davis

Dana Sue White

William Rodger Brown

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Jeff Ringblom, the Chief Financial Officer of Unbridled Solar, LLC, a Delaware limited liability company, on behalf of the company.

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Peggy Sue Brown.

(Signature of person taking acknowledgment)
(Title or Rank): _____
(Serial number, if any): _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by James H. Brown.

(Signature of person taking acknowledgment)

(Title or Rank): _____

(Serial number, if any): _____

STATE OF KENTUCKY)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2020, by Alicia Kay Davis

(Insert name of spouse, if any, and marital status)

(Signature of person taking acknowledgment)
(Title or Rank): _____
(Serial number, if any): _____

STATE OF KENTUCKY)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2020, by Dana Sue White

(Insert name of spouse, if any, and marital status)

(Signature of person taking acknowledgment)
(Title or Rank): _____
(Serial number, if any): _____

STATE OF KENTUCKY)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by William Rodger Brown aka Rodger Brown

(Insert name of spouse, if any, and marital status)

(Signature of person taking acknowledgment)
(Title or Rank): _____
(Serial number, if any): _____

This instrument prepared
by and return to:
Unbridled Solar, LLC
c/o Geronimo Energy, LLC
8400 Normandale Lake Blvd, Suite 1200
Bloomington, MN 55437

By: _____
Laura Vaughan

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