

COMMONWEALTH OF KENTUCKY
BEFORE THE KENTUCKY STATE BOARD ON ELECTRIC GENERATION
AND TRANSMISSION SITING

In the Matter of:

Electronic Application of Unbridled Solar,)
LLC for Certificates of Construction for an)
approximately 160 Megawatt Merchant)
Electric Solar Generating Facility and)
Nonregulated Electric Transmission Line in)
Henderson and Webster Counties, Kentucky)

Case No.
2020-00242

Response to Siting Board Staff's Second Request for Information

Applicant, Unbridled Solar, LLC, herewith submits responses to the Siting Board Staff's Second Request for Information. A signed certification of this Response on behalf of Unbridled Solar, LLC appears on the following page.

Respectfully submitted,

/s/ Katherine K. Yunker

Jason R. Bentley
Katherine K. Yunker
Kathryn A. Eckert
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*Counsel for Applicant,
Unbridled Solar, LLC*

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Certification of Response to Information Requests

This is to certify that I have supervised the preparation of the response to the Siting Board Staff's First Request for Information to Unbridled Solar, LLC on behalf of the corporate respondent and that the responses are true and accurate to the best of my knowledge, information, and belief after reasonable inquiry.

DATE: February 2, 2021



Courtney Pelissero, Permitting Associate

Request

1. Refer to Unbridled Solar's response to Siting Board Staff's First Request for Information (Staff's First Request), Item 10.b. State when the peak number of commuter worker vehicles will occur during the construction process and how long this peak commuting period is expected to last.
-

Response

Unbridled expects the peak vehicle traffic to occur during delivery and installation of trackers, modules, and inverters and that it will last two to three months.

Request

2. Refer to Unbridled Solar's response to Staff's First Request, Item 22.a. Provide an update to this response.
-

Response

As of March 2, 2021, Unbridled has not heard back from Texas Gas Transmission.

Unbridled sent a follow up email on February 17, 2021 and will continue to contact Texas Gas Transmission.

Request

3. Refer to Unbridled Solar's response to Staff's First Request, Item 24.c. Regarding the second, third, and fourth letters that were identified as "still in transit," provide an update on the status of the delivery of these letters that were mailed again in January 2021.
-

Response

According to USPS tracking data, all three January 2021 letters are still in transit.

Unbridled contacted the owner of parcel #72-14 (second letter) on February 18, 2021, and the owner confirmed receipt of the January 2021 letter, despite the USPS tracking information stating the letter was still in transit.

Unbridled representatives dropped off a copy of the January 2021 letter and contact information on the doorstep of parcel #71-33 (third letter) on February 19, 2021 (the day of the site visit). The residence on parcel #71-33 appeared to be abandoned.

The owner of parcel #083-003-001 (fourth letter) is CSX Transportation. Unbridled confirmed via the company's website that the letter was sent to the correct mailing address.

Unbridled sent an email to CSX Transmission with a copy of the January 2021 letter, on February 24, 2021.

Request

4. Refer to Unbridled Solar's response to Staff's First Request, Item 24.c. with focus on the third letter. From the map UNB-E-502-02 in the Amended Exhibit K (Preliminary Site Plan), there appears to be a residential structure on the property. State whether or not the owner of this property received the letter mailed in January 2021. If not, describe any other attempts to contact the owner of this property.
-

Response

According to the USPS tracking information, the January 2021 letter is still in transit to the owner of parcel #71-33. Unbridled representatives knocked on the door and dropped off a copy of the January 2021 letter and contact information on the doorstep of the residence on the property on February 19, 2021 (the day of the site visit). The residence appeared to be abandoned.

Request

5. Refer to Unbridled Solar's response to the questions propounded by BBC Consulting, Item 2.
 - a. Identify on the map shown in Amended Exhibit J, Figure 2.1 Project Layout Map Key, which is attached to Unbridled Solar's response to the questions propounded by BBC Consulting, Item 7, where the "two clusters of residences" as referenced in this response are located.
 - b. In addition to Figure 2.1, there are 16 maps provided in Amended Exhibit J, identified as Figures 2.2 to 2.17, which provided for a more focused view of the various sections of the entire layout of the entire Unbridled Solar project. Identify which of these more focused maps would contain the "two clusters of residences" and provide a revised map showing the location of these "two clusters of residences."
 - c. Provide in detail the facts relied upon by Unbridled Solar to determine that these "two clusters of residences" do not constitute a "residential neighborhood" as that term is defined in KRS 278.700(6).
-

Response

- a. Amended Exhibit J, Figure 2.1 has been supplemented to identify the "two clusters of residences" referenced in Unbridled's application and data request response. See attached Figure ESB 05-A, Project Layout Map Key.
- b. Amended Exhibit J, Figures 2.2, 2.4, 2.5, 2.9 have been supplemented to show the location of the "two clusters of residences." See attached Figure ESB 05-B, Project Layout Map Sections.
- c. The cluster of residences (in Henderson County) shown on Figures 2.4 and 2.9 consists of nine homes on 25 acres of property. The cluster of residences (in Webster County) shown on Figures 2.2 and 2.5 consists of five homes on 16 acres of property.

The definition of "residential neighborhood" in KRS 278.700(6) starts with "a populated area" and then applies minimum criteria for area ("five (5) or more acres") and density ("at least one (1) residential structure per acre").

1. Giving “populated area” its common meaning of a town, city, or suburb, it is doubtful that any area shown on the map in Am. Exh. J, Figure 2.1, other than Robards and its surroundings, constitutes “a populated area”.
2. Although there are places within this rural, primarily agricultural, area where residential structures are relatively close together, for example near crossroads or along main roads, none of these clusters appears to have the qualitative characteristics associated with a neighborhood, such as a residential area with shared points of access, or a space with residences connected to each other through pedestrian or low-traffic/speed routes.
3. The two “clusters of residences” identified on the maps in Figures ESB 05-A and ESB 05-B do have at least five residential structures that are relatively close together, but it is not possible to draw a circle (or other regular, convex shape) of five acres to enclose at least five residential structures in either cluster, nor do the properties meet the statutory requirement of one home per acre.
4. A gerrymandered (non-convex) boundary can be constructed in each cluster to meet the KRS 278.700(6) density criteria and have some part of the bounded area within the 2,000 feet minimum distance required by the state setback requirement, KRS 278.710(1)(g); however:
 - a. To have at least one residential structure per (gerrymandered) acre, the boundary must be drawn so that part of the yard (or residential-use area) surrounding each residence is excluded from the “residential neighborhood”.

If all that residential area is included, then the cluster cannot meet the minimum-density criterion.

- b. Such an interpretation of the statute would lead to absurd results. For example, five residences with an average “footprint” of 2,500 square feet that are over one mile apart from each other could be made into a “residential neighborhood” if the boundary were drawn to just include each structure’s footprint and a connecting path between the structures that is nine feet wide. This would make the statutory setback the functional equivalent of requiring all generating facilities to be at least 2,000 feet from any residential structure — but that is not the standard the legislature set in the statute.

FIGURE ESB 05-A
Project Layout Map

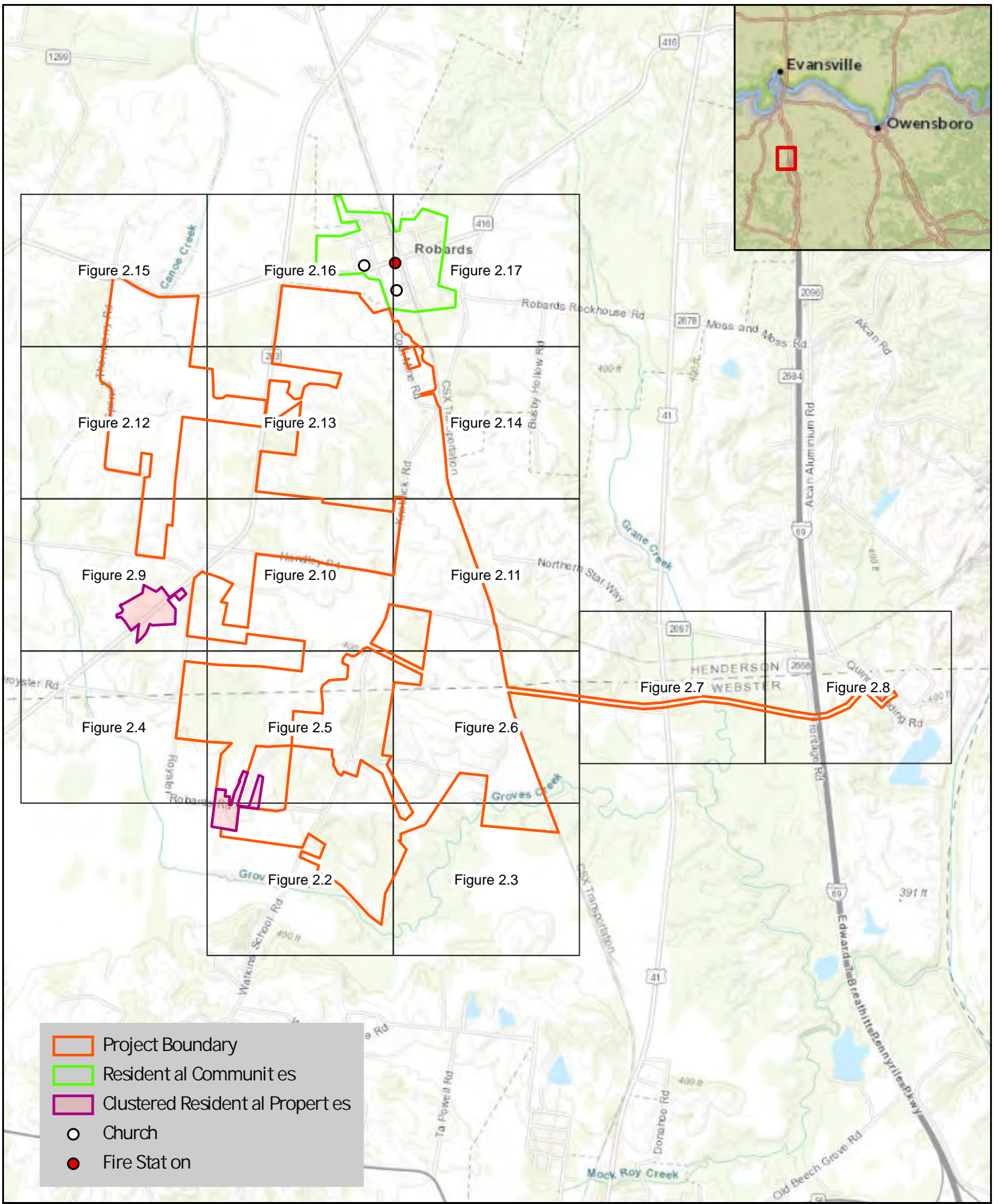
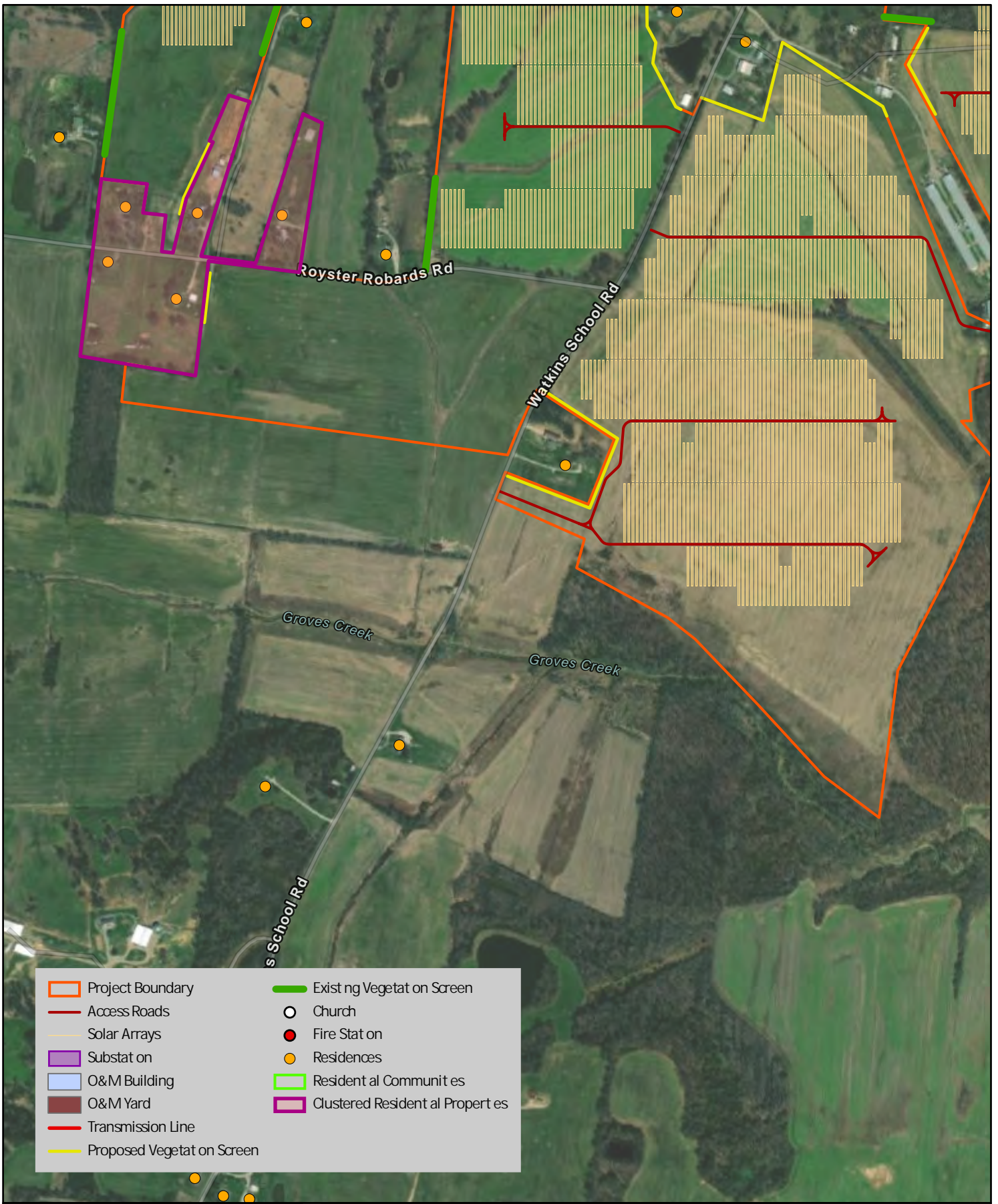


Figure 2.1 Project Layout Map Key
Unbridled Solar Project
Webster and Henderson Counties, Kentucky



This map and all data contained within are supplied as is with no warranty. Cardno, Inc., expressly disclaims responsibility for damages or liability from any claims that may arise out of the use or misuse of this map. It is the sole responsibility of the user to determine if the data on this map meets the user's needs. This map was not created as survey data, nor should it be used as such. It is the user's responsibility to obtain proper survey data, prepared by a licensed surveyor, where required by law.

FIGURE ESB 05-B
Project Layout Map Sections

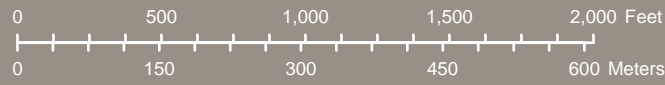


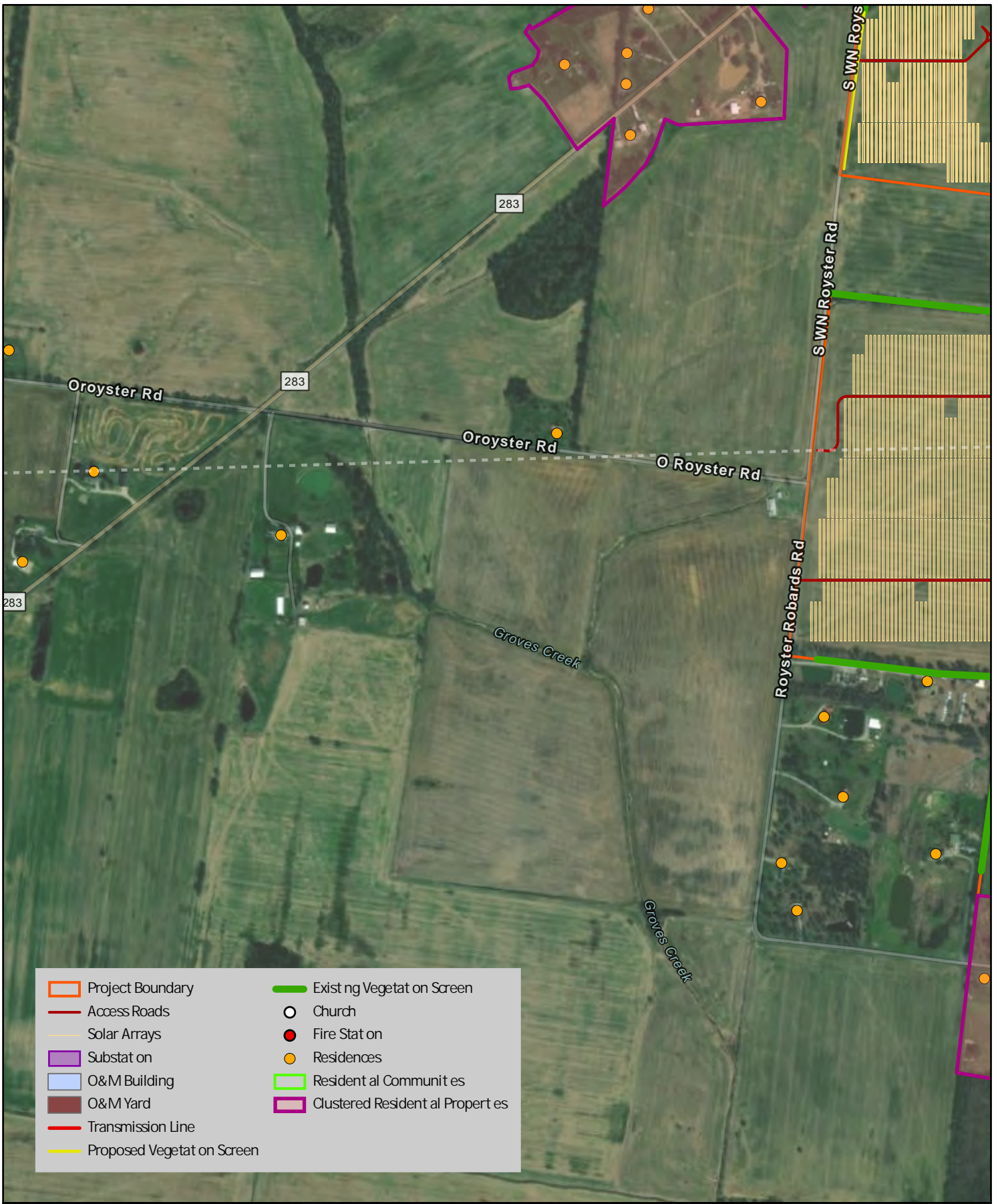
- Project Boundary
- Access Roads
- Solar Arrays
- Substation
- O&M Building
- O&M Yard
- Transmission Line
- Proposed Vegetat on Screen
- Exist ng Vegetat on Screen
- Church
- Fire Stat on
- Residences
- Resident al Communit es
- Clustered Resident al Propert es



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Figure 2.2 Project Layout Map
Unbridled Solar Project
Webster and Henderson Counties, Kentucky





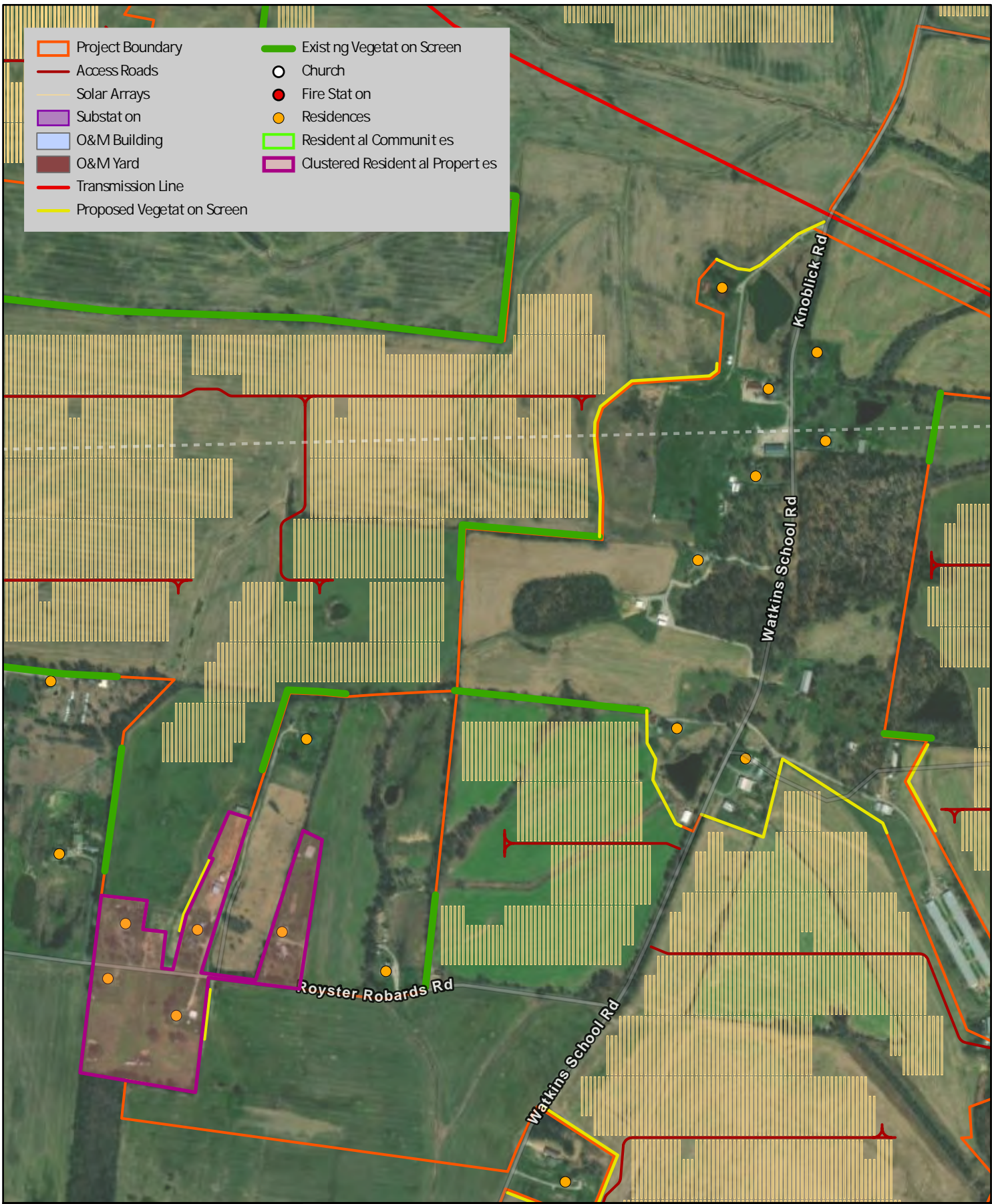
- | | |
|-------------------------------|----------------------------------|
| Project Boundary | Existing Vegetation on Screen |
| Access Roads | Church |
| Solar Arrays | Fire Station |
| Substation | Residences |
| O&M Building | Residential Communities |
| O&M Yard | Clustered Residential Properties |
| Transmission Line | |
| Proposed Vegetation on Screen | |



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Figure 2.4 Project Layout Map
Unbridled Solar Project
Webster and Henderson Counties, Kentucky





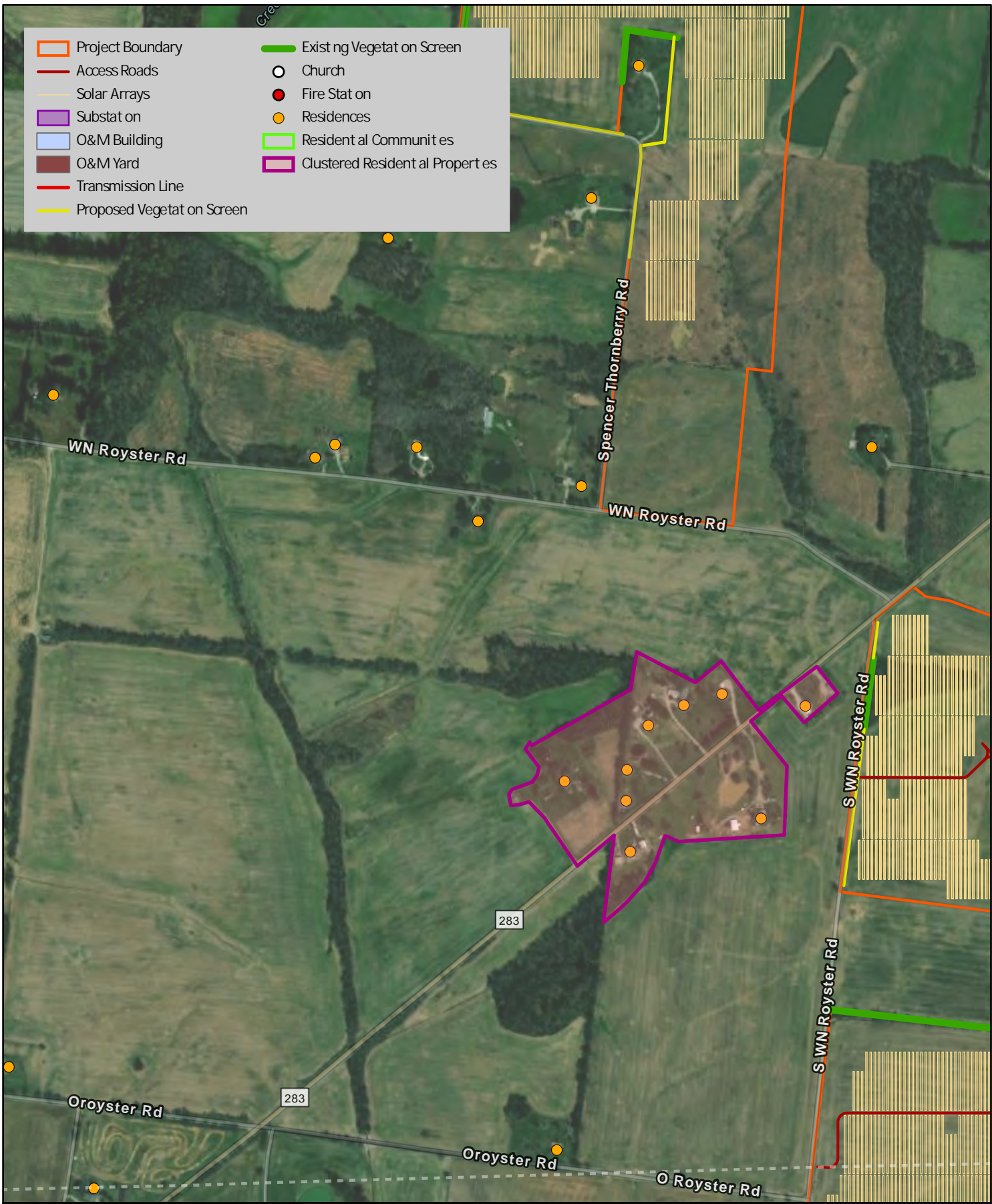
- Project Boundary
- Access Roads
- Solar Arrays
- Substation
- O&M Building
- O&M Yard
- Transmission Line
- Proposed Vegetation on Screen
- Existing Vegetation on Screen
- Church
- Fire Station
- Residences
- Residential Communities
- Clustered Residential Properties



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Figure 2.5 Project Layout Map
Unbridled Solar Project
Webster and Henderson Counties, Kentucky





- | | |
|-------------------------------|----------------------------------|
| Project Boundary | Existing Vegetation on Screen |
| Access Roads | Church |
| Solar Arrays | Fire Station |
| Substation | Residences |
| O&M Building | Residential Communities |
| O&M Yard | Clustered Residential Properties |
| Transmission Line | |
| Proposed Vegetation on Screen | |

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Figure 2.9 Project Layout Map
Unbridled Solar Project
Webster and Henderson Counties, Kentucky

0 500 1,000 1,500 2,000 Feet
 0 150 300 450 600 Meters



Request

6. Refer to Unbridled Solar's response to the questions propounded by BBC Consulting, Item 5. Explain whether Unbridled Solar anticipates any other source of funding for the charitable fund other than from Unbridled Solar. If so, state how Unbridled Solar will attract these other funding sources.
-

Response

Unbridled Solar is expected to be the only source of funding for the charitable fund.

Request

7. Provide details on the safety protocols Unbridled Solar has in place for planned and unplanned outages
-

Response

A planned outage at Unbridled would go through an approval process with Big Rivers Electric Corporation (Big Rivers) and would be in accordance with MISO's Outage Operations Business Practice Manual (BPM-008-r17). Typically, the planned outage request is made by the site manager a minimum of seven days prior to the actual outage, but the process allows for changes or cancellations up to 48 hours prior to outage. Unbridled's remote operations desk will be responsible for registering the outage in the outage system used by MISO, which would notify Big Rivers of the planned outage.

In the case of an unplanned outage, power loss at the facility site would initiate a call from Unbridled's 24/7 dispatch center provider to operations personnel. The 24/7 control center would work with plant personnel to determine what initiated the outage. If confirmed to be an outage on Big River's side, Unbridled would coordinate with Big Rivers and wait until power is restored. Unbridled's operation systems will be built with uninterruptable power supplies to keep critical services and loads online, such as control and protection and SCADA systems. Once plant power is restored, the 24/7 control center would coordinate with Big Rivers to bring generation back online.

Request

8. Provide copies of the leases for the leased properties in Unbridled Solar's response to Staff's First Request, amended Exhibit J. Label or index them with the property identifier number from the maps in Exhibit J.
-

Response

Copies of the memorandums of lease and purchase agreements for all leased or purchased properties are attached hereto as Figure ESB 08, Unbridled Lease and Purchase Agreement Memorandums. An index with the parcel number, map identifier number, and page number of the memorandum of lease or purchase agreement is included in the attachment.

Figure ESB-08
Unbridled Lease and Purchase Agreement Memorandums

Property Owner Index

Map Reference	Parcel ID	Page Number
1	71-46	4-9
2	71-39	10-16
3	71-35	17-25
4	71-35.1	17-25
5	71-40	17-25
6	71-44	26-32
7	72-1	26-32
8	71-40	17-25
9	71-41	17-25
10	71-42	17-25
11	71-34	17-25
12	72-20	40-46
13	72-27	17-25
14	72-22	47-53
15	72-20.1	54-77
16	72-3	78-84
17	72-19	54-77
18	72-18	54-77
20	72-24.1	54-77
21	72-9.1	85-91
22	72-10	92-103
23	077-001-000	104-108
24	72-11	33-39
26	72-15	54-77
27	077-002-006	109-115
28	077-002-004	109-115
29	077-004-000	54-77
30	083-001-000	54-77
41	077-006-003-001	109-115
42	077-006-001	109-115
43	077-005-000	116-123
44	077-005-001	116-123

Map Reference	Parcel ID	Page Number
45	077-009-000	109-115
46	077-010-005	116-123
47	077-010-005	116-123
48	077-010-005	116-123

Space above this line for recording purposes only

MEMORANDUM OF PURCHASE AGREEMENT

THIS MEMORANDUM OF PURCHASE AGREEMENT is made effective as of May 29, 2020, by and between [REDACTED] 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 May 29, 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.

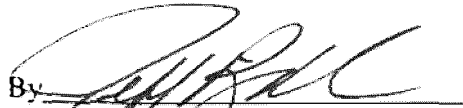
of the Property has been created between the Seller and the Buyer in accordance with the terms, covenants and conditions of the Purchase Agreement.

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

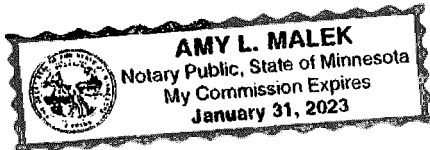
Henderson Solar, LLC

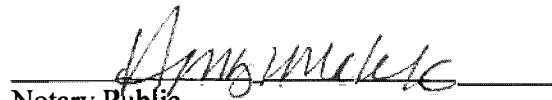
By: 

Name: Jeff Ringblom
Its: Chief Financial Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 20th day of May, 2020 by Jeff Ringblom, the Chief Financial Officer of Henderson Solar, LLC, a Delaware limited liability company, on behalf of the company.




Notary Public

SELLER

[Redacted]

[Redacted]

[Redacted]

STATE OF KENTUCKY)
) ss.
COUNTY OF Henderson)

The foregoing instrument was acknowledged before me this 6 day of
May, 2020, by [Redacted]
[Redacted]

[Redacted]

(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 [Redacted]

[Redacted Signature]

(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: Laura Vaughan

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



MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 16 day of January, 2020 by and between [REDACTED] (“**Lessor**”) and Henderson Solar, LLC, a Delaware limited liability company, and its successors and assigns, whose address is: 7650 Edinborough Way, Suite 725, Edina, MN 55435 (“**Lessee**”).

RECITALS:

A. Lessor is the owner of certain property in the County of Henderson, State of Kentucky, and being more particularly described in Exhibit A attached hereto and made a part hereof (the “**Property**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated January 16, 2020 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Exhibit A-1 and more fully described in the Lease Agreement, the “**Premises**”), together with access easement rights and a Solar Easement across said Property.

C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 16 day of January, 2025 (the “**Development Period**”). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Construction Period (“**Construction Period Notice Date**”). The Construction Period of the Lease Agreement (“**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 Agreement. The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation (“**Commercial Operation Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Extended Term

(“**Extended Term Notice Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of ten (10) years upon written notice to Lessor.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated January 16, 2020 (the “**Effective Date**”) to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. 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.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, 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 power 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 the 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 the 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.

4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

The remainder of this page is intentionally blank.

LESSOR SIGNATURE PAGE



STATE OF Kentucky)
) ss.
COUNTY OF Henderson)

The foregoing instrument was acknowledged before me this 30th day of December ²⁰¹⁹ (year), by



(Signature of person taking acknowledgment)

(Title or Rank): Notary

(Serial number, if any): 60113, expires 5/19/22

This instrument prepared
by and return to:
Henderson Solar, LLC
c/o Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435

By: Briana Schnaible
Briana Schnaible



**EXHIBIT A
TO MEMORANDUM**

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
TO MEMORANDUM**

SITE PLAN



DRAFTED BY, AND UPON RECORDING RETURN TO:
UNBRIDLED SOLAR, LLC
c/o GERONIMO ENERGY, LLC
8400 NORMANDALE LAKE BLVD, SUITE 1200
BLOOMINGTON, MN 55437

**AMENDMENT TO
LAND LEASE AND SOLAR EASEMENT**

THIS AMENDMENT TO LAND LEASE AND SOLAR EASEMENT (this “**Amendment**”) is made and entered into this 1 day of October, 2020 (the “**Effective Date**”), by and between [REDACTED] (“**Lessor**”), and Unbridled Solar, LLC, f/k/a Henderson Solar, LLC, a Delaware limited liability company, whose address is: 8400 Normandale Lake Blvd, Suite 1200, Bloomington, MN 55437 (“**Lessee**”).

RECITALS

A. Lessee and Lessor are parties to that certain Land Lease and Solar Easement dated February 21, 2020 (“**Agreement**”) relating to certain real property in Henderson County, Kentucky (the “**Premises**” as more fully described in the Lease), a memorandum of which was filed on April 17, 2020 as Document No. 2020003523, in BK: RE 643 PG: 256-266; and as assigned by that certain Assignment and Assumption of Real Property Interests dated August 28, 2020, and recorded on September 4, 2020, as Document No. 2020009160 in BK: RE 645 PG: 926-935. Capitalized terms, unless otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

B. The parties desire to amend the Lease as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, Lessor and Lessee agree as follows:

1. The Recitals set forth above is true and correct in all material respects and incorporated herein by reference.

2. The legal description of the Premises attached to the Lease as Exhibit A is hereby deleted in its entirety and replaced with the legal description on Exhibit A attached hereto. From and after the Effective Date hereof, all references to the “Premises” in the Lease shall refer to the description attached hereto.

3. The “Site Plan” referred to in Section 1.1 (a) and attached as Exhibit A-1 of the Lease is hereby deleted in its entirety and replaced with the Site Plan on Exhibit A-1 attached hereto. From and after the Effective Date hereof, all references to the “Site Plan” in the Lease shall refer to the Site Plan attached hereto, and all references to the “Premises” in the Lease shall refer to the Premises as identified in the attached Site Plan.

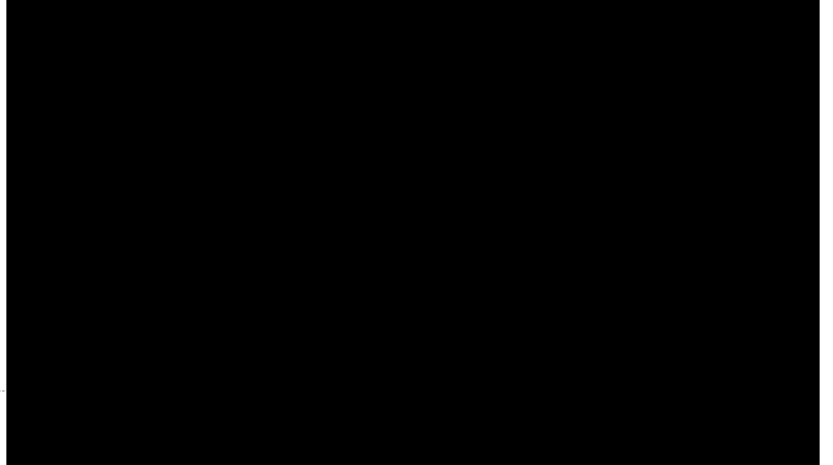
4. The Lease, as amended by this Amendment, constitutes the entire agreement of the parties with respect to the matters contained herein and may be further amended only in writing signed by both of the parties hereto. Except as specifically set forth in this Amendment, all terms and conditions in the Lease shall remain in full force and effect.

5. This Amendment may be executed in counterparts, each of which shall be deemed an original, which together shall constitute one and the same agreement. A facsimile transmission of an executed signature page shall be deemed an original signature page for purposes of this Amendment.

The remainder of this page is intentionally blank.


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

LESSOR:



LESSEE:

UNBRIDLED SOLAR, LLC

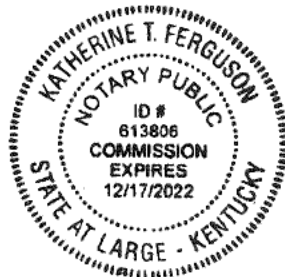
By 

Name: Jeff Ringblom

Title: Chief Financial Officer

STATE OF Kentucky)
) ss.
COUNTY OF Webster)

The foregoing instrument was acknowledged before me this 21st day of September, 2020.



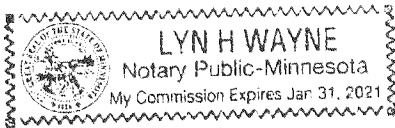

(Signature of person taking acknowledgment)

(Title or Rank): Notary at Large

(Serial number, if any): 613806

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 15th day of OCTOBER, 2020, by Jeff Ringblom, the Chief Financial Officer of Unbridled Solar, LLC, a Delaware limited liability company, on behalf of the limited liability company.



[Handwritten Signature]
Notary Public

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: *Kyle Ostgard*
Kyle Ostgard

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

Tax Parcel Nos.: 71-34; 71-35; 71.35.1; 71-36; 71-40; 71-41; 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° 19' W. 297.5 feet to a pin, and S 77° 48' W. 273.3 feet to a point said point is S. 12° 12' E 12.0 feet from a pin in the fence, and S. 85° 42' W 927.5 feet to a point, said point is S. 4° 18' E 9.0 feet from a pin in the fence, and S. 86° 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° 06' W 210.5 feet with Ky. 283 to a pin at a corner with Wade E. Eakins, said pin is S. 83° 56' E 44.9 feet from the S.E. corner of a culvert head wall, thence S 83° 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° 43' E 525.7 feet to a rail road Tie, and

N. 70 ° 29' E 354.4 feet to a point 8 feet s 70° 25' W of a 2 foot oak on the west side of coal Mine Street, both calls with Tract No. 4, thence N. 19° 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 Torn Patton in the railroad right-of-way; thence S 70.08, W 280 feet to a post, another corner with Torn 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 278.13 acres more or less.

EXHIBIT A-1

SITE PLAN



MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 30 day of August, 2019 by and between [REDACTED] (“**Lessor**”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns, whose address is: 7650 Edinborough Way, Suite 725, Edina, MN 55435 (“**Lessee**”).

RECITALS:

A. Lessor is the owner of certain property in the County of Henderson, State of Kentucky, and being more particularly described in Exhibit A attached hereto and made a part hereof (the “**Property**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated August 30, 2019 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Exhibit A-1 and more fully described in the Lease Agreement, the “**Premises**”), together with access easement rights and a Solar Easement across said Property.

C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 30 day of August, 2024 (the “**Development Period**”). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Construction Period (“**Construction Period Notice Date**”). The Construction Period of the Lease Agreement (“**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 Agreement. The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation (“**Commercial Operation Date**”); or (ii) date when Lessor receives written notice from

Lessee of Lessee's election to extend the term of the Lease Agreement for the Extended Term ("**Extended Term Notice Date**"). The Extended Term of the Lease Agreement ("**Extended Term**") is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of ten (10) years upon written notice to Lessor.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated August 30, 2019(the "**Effective Date**") to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. 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.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, 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 power 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 the 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 the 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.

4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

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LESSEE SIGNATURE PAGE

LESSEE

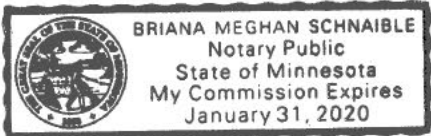
Geronimo Solar Energy, LLC

By: [Signature]
Jeff Ringblom, Chief Financial Officer

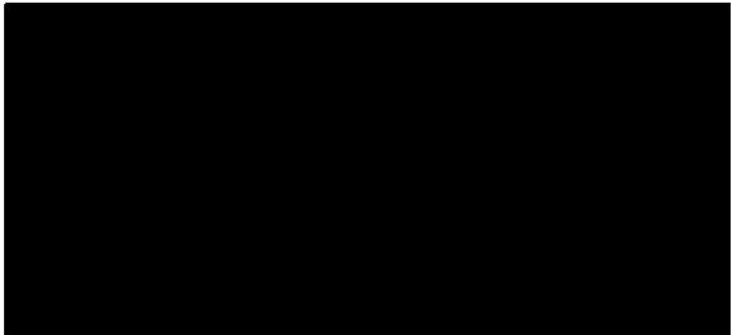
STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

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

[Signature]
Notary Public



LESSOR SIGNATURE PAGE



STATE OF KENTUCKY)
COUNTY OF Webster) ss.

The foregoing instrument was acknowledged before me this 20th day of 2019 (year) by



(Signature of person taking acknowledgment)

(Title or Rank): Notary Public

(Serial number, if any): 613806

This instrument prepared
by and return to:
Geronimo Solar Energy, LLC
c/o Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435

By: Briana Schnaible
Briana Schnaible

**EXHIBIT A
TO MEMORANDUM**

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

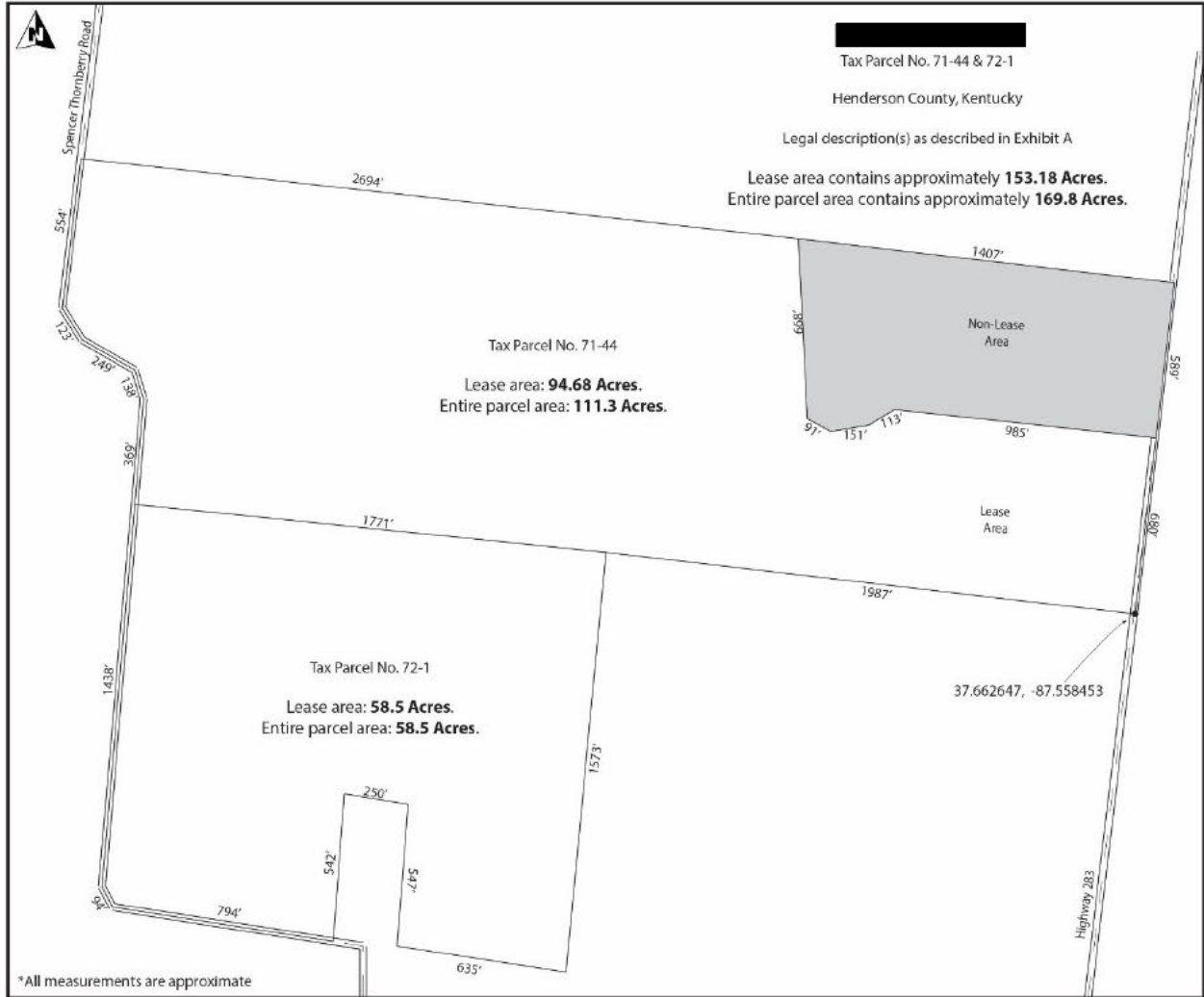
Tax Parcel No.: 72-1

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
TO MEMORANDUM**

SITE PLAN



*All measurements are approximate

MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 27 day of August, 2019 by and between [REDACTED] (“**Lessor**”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns, whose address is: 7650 Edinborough Way, Suite 725, Edina, MN 55435 (“**Lessee**”).

RECITALS:

A. Lessor is the owner of certain property in the Counties of Henderson and Webster, State of Kentucky, and being more particularly described in Exhibit A attached hereto and made a part hereof (the “**Property**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated August 27, 2019 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Exhibit A-1 and more fully described in the Lease Agreement, the “**Premises**”), together with access easement rights and a Solar Easement across said Property.

C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 27 day of August, 2024 (the “**Development Period**”). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Construction Period (“**Construction Period Notice Date**”). The Construction Period of the Lease Agreement (“**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 Agreement. The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation (“**Commercial Operation Date**”); or (ii) date when Lessor receives written notice from

Lessee of Lessee's election to extend the term of the Lease Agreement for the Extended Term ("**Extended Term Notice Date**"). The Extended Term of the Lease Agreement ("**Extended Term**") is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of ten (10) years upon written notice to Lessor.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated August 27, 2019 (the "**Effective Date**") to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. 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.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, 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 power 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 the 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 the 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.

4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

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LESSEE SIGNATURE PAGE

DEED BK 306 PG 539

LESSEE

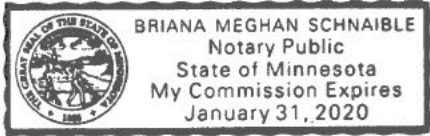
Geronimo Solar Energy, LLC

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



STATE OF KENTUCKY)
) ss.
COUNTY OF Henderson)

The foregoing instrument was acknowledged before me this 12 day of Aug (year), by



(Signature of person taking acknowledgment)

(Title or Rank): Notary

(Serial number, if any): _____

State of Ky, County of Henderson
Signed before me on this 12 day
of Aug 2019 by _____
Notary Public [Signature]
Exp 3-21-2020

This instrument prepared
by and return to:
Geronimo Solar Energy, LLC
c/o Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435

By: [Signature]
Briana Schnaible

**EXHIBIT A
TO MEMORANDUM**

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:

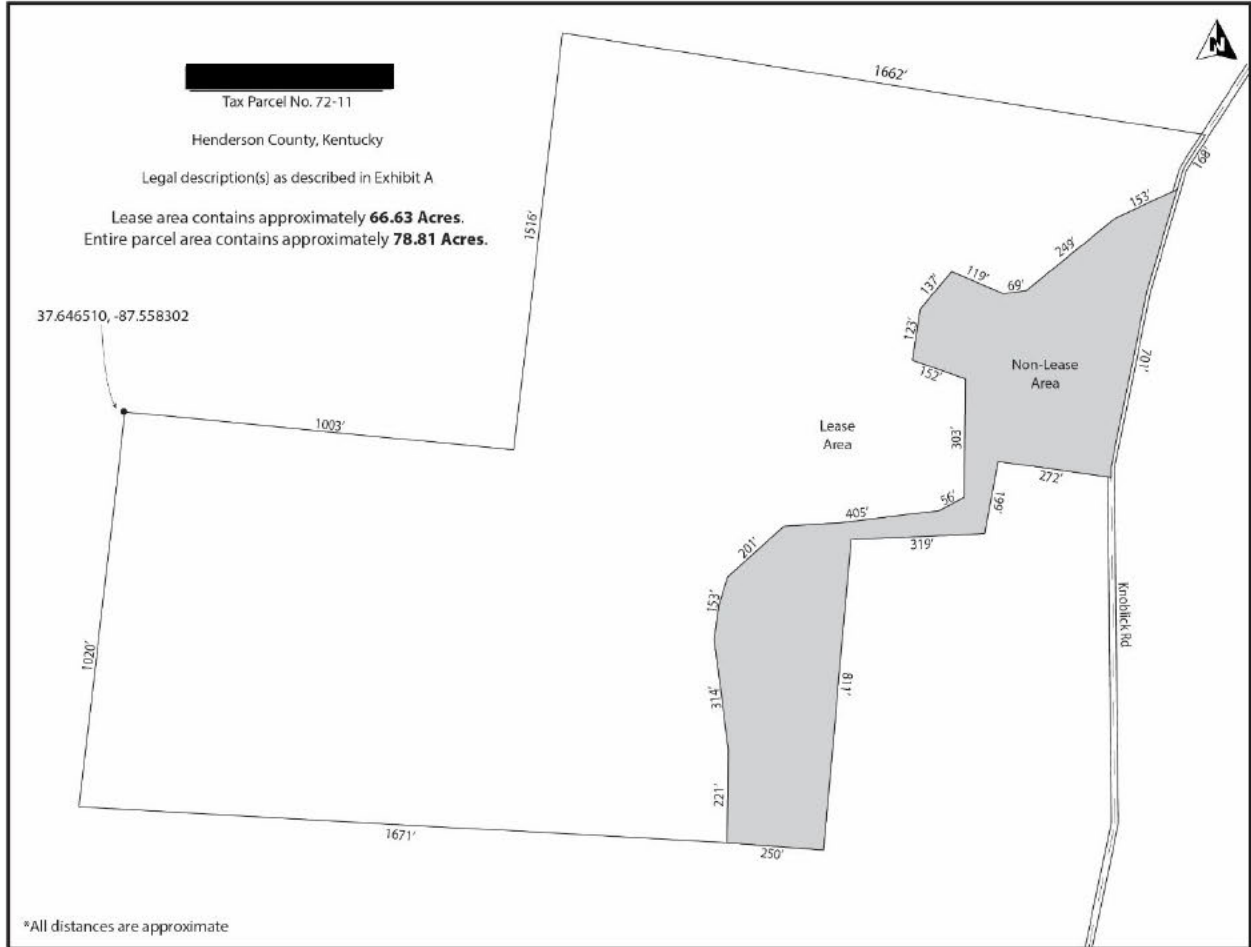
Beginning at a spike in the center of Knoblick Road approximately 730.3 feet south of the Henderson-Webster County line and corner to James Nunnley; thence with Nunnley N 87° 58' 00" W. 698.96 feet to an iron pin corner to James A. Ziemann; thence with Ziemann N 2° 14' 17" E. 823.76 feet to an iron pin; 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. 100.45 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 Nunnley, and her husband, James N. Nunnley, 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
TO MEMORANDUM**

SITE PLAN



MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 14 day of October, 2019 by and between [REDACTED] (“**Lessor**”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns, whose address is: 7650 Edinborough Way, Suite 725, Edina, MN 55435 (“**Lessee**”).

RECITALS:

A. Lessor is the owner of certain property in the County of Henderson, State of Kentucky, and being more particularly described in Exhibit A attached hereto and made a part hereof (the “**Property**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated October 14, 2019 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Exhibit A-1 and more fully described in the Lease Agreement, the “**Premises**”), together with access easement rights and a Solar Easement across said Property, for the term of the Lease Agreement.

C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 14 day of October, 2024 (the “**Development Period**”). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Construction Period (“**Construction Period Notice Date**”). The Construction Period of the Lease Agreement (“**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 Agreement. The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation (“**Commercial Operation Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of

the Lease Agreement for the Extended Term (“**Extended Term Notice Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of ten (10) years upon written notice to Lessor.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated October 14, 2019(the “**Effective Date**”) to lease and demise the Premises for solar energy purposes and to grant access and solar easements. For the term of the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. 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.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities.

3. For the term of the Lease Agreement, Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, 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 power 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 the 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 the 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.

4. For the term of the Lease Agreement, the Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee,

and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

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 14th day of October, 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

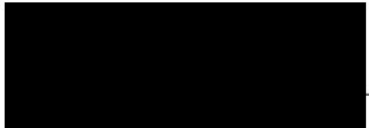


LESSOR SIGNATURE PAGE



STATE OF KENTUCKY)
) ss.
COUNTY OF Henderson)

The foregoing instrument was acknowledged before me this 26th day of September 2019 (year), by



(Signature of person taking acknowledgment)

(Title or Rank): Notary Public

(Serial number, if any): Notary ID 565835
Commission Date: 9/28/2016
Expiration Date: 9/28/2020

This instrument prepared
by and return to:
Geronimo Solar Energy, LLC
c/o Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435

By: Briana Schnaible
Briana Schnaible

**EXHIBIT A
TO MEMORANDUM**

DESCRIPTION OF PROPERTY

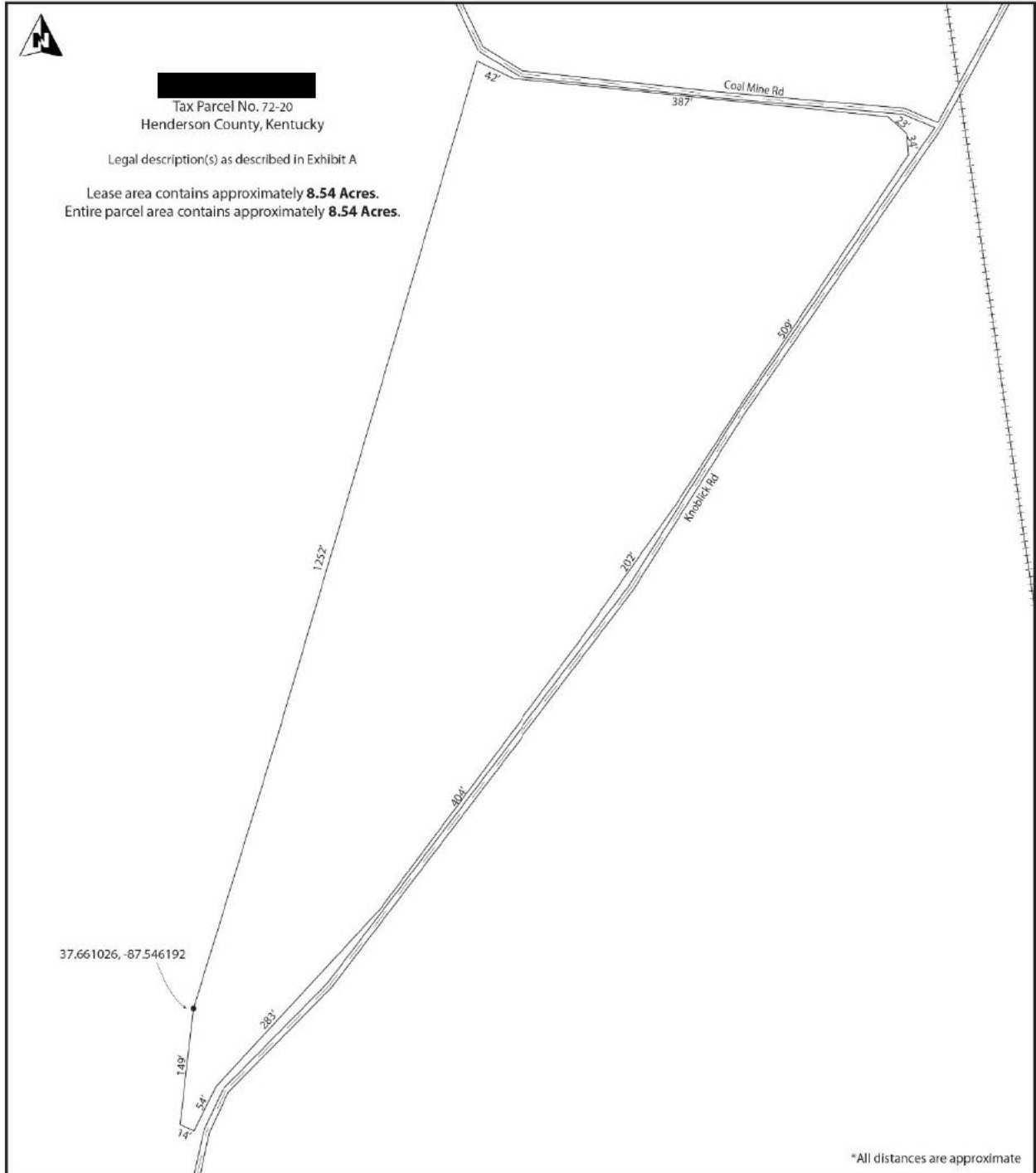
Tax Parcel No.: 72-20

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
TO MEMORANDUM**

SITE PLAN



MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 27 day of August, 2019 by and between [REDACTED] (“**Lessor**”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns, whose address is: 7650 Edinborough Way, Suite 725, Edina, MN 55435 (“**Lessee**”).

RECITALS:

A. Lessor is the owner of certain property in the County of Henderson, State of Kentucky, and being more particularly described in Exhibit A attached hereto and made a part hereof (the “**Property**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated August 27, 2019 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Exhibit A-1 and more fully described in the Lease Agreement, the “**Premises**”), together with access easement rights and a Solar Easement across said Property.

C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 27 day of August, 2024A (the “**Development Period**”). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Construction Period (“**Construction Period Notice Date**”). The Construction Period of the Lease Agreement (“**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 Agreement. The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation (“**Commercial Operation Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Extended Term

(“**Extended Term Notice Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of ten (10) years upon written notice to Lessor.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated August 27, 2019 (the “**Effective Date**”) to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. 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.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, 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 power 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 the 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 the 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.

4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

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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



STATE OF KENTUCKY)
) ss.
COUNTY OF Anderson)

The foregoing instrument was acknowledged before me this 22nd day of August, 2019, by [Redacted]



(Signature of person taking acknowledgment)

(Title or Rank): Notary Public

Serial number, if any): Commission expires - 10/17/2020



This instrument prepared by and return to:
Geronimo Solar Energy, LLC
c/o Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435

By: Briana Schnaible
~~Kyle R. Ostgard~~ Briana Schnaible

**EXHIBIT A
TO MEMORANDUM
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).

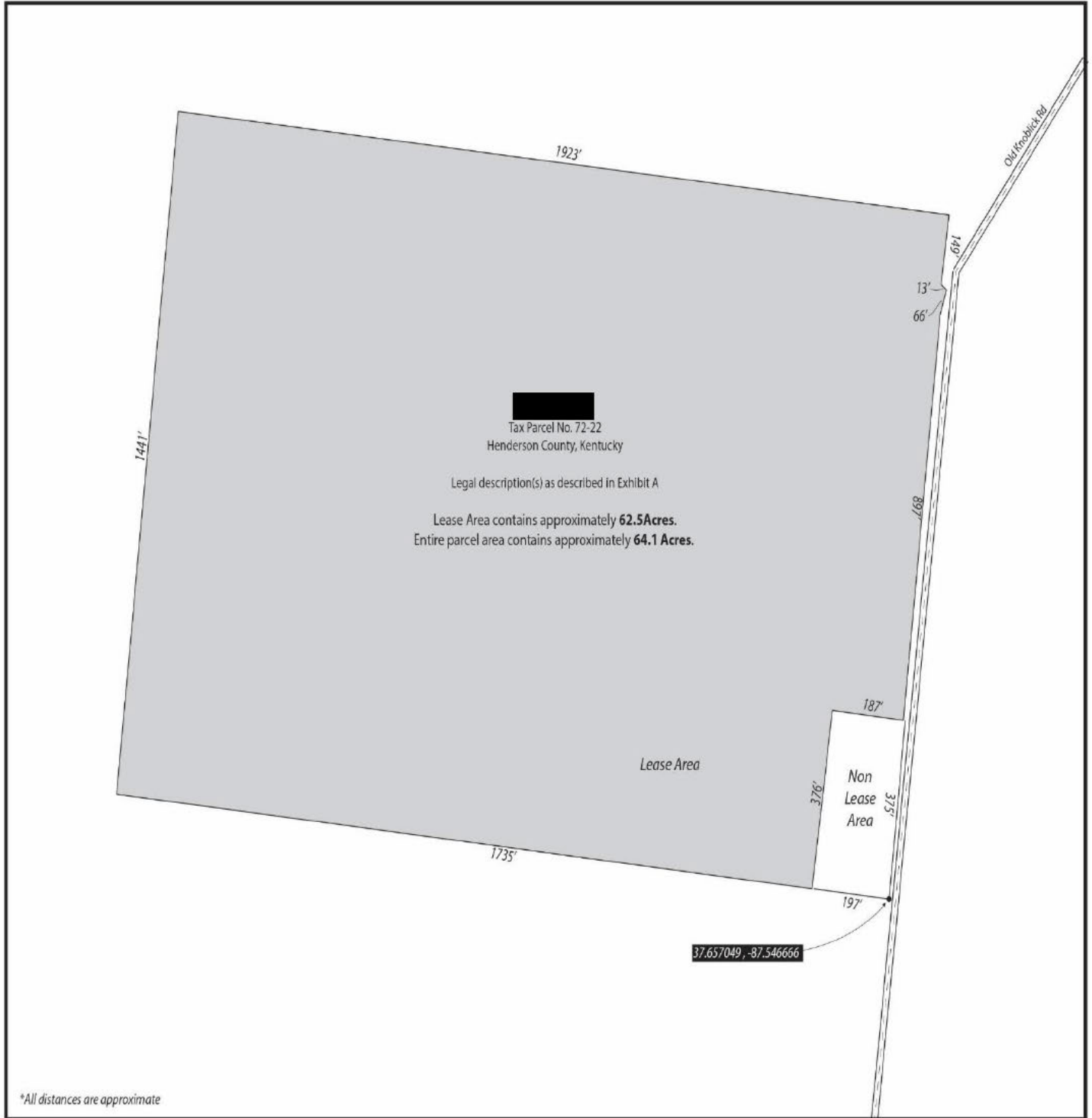
Being the same real property conveyed to Mary Denton by John L. Dorsey, Trustee, by deed dated May 21, 1885, of record in Deed Book 10 at page 263, Henderson County Court Clerk's Office. By her will, duly probated in 1933 and of record in Will Book G at page 252, said Clerk's Office, said Mary Denton 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, Wylene 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 Fargason). 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 Cordella A. Pullum, by deed from Richard Allen Liebo and Chanda Glyn Liebo, husband and wife, dated March 27, 1997, of record in Deed Book 466, page 433, in the Henderson County Clerk's Office. Cordella 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 Cordella 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
TO MEMORANDUM**

SITE PLAN



Space above this line for recording purposes only

MEMORANDUM OF PURCHASE AGREEMENT

THIS MEMORANDUM OF PURCHASE AGREEMENT is made effective as of May 19 _____, 2020, by and between _____ (“**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 May 19 _____, 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

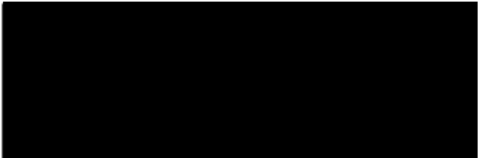
Property has been created between the Seller and the Buyer in accordance with the terms, covenants and conditions of the Purchase Agreement.

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



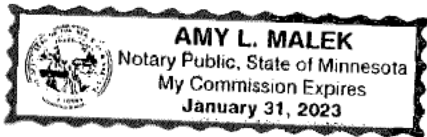
By: 
Name: Jeff Ringblom
Its: Chief Financial Officer

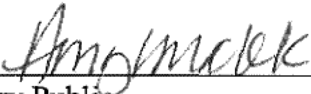
By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 22nd day of July, 2020, by Jeff Ringblom, the Chief Financial Officer of Henderson Solar, LLC, a Delaware limited liability company, on behalf of the company.





Notary Public

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

By: _____
Name: Jeff Ringblom
Its: Chief Financial Officer



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 Henderson)

The foregoing instrument was acknowledged before me this 29 day of July, 2020, by [REDACTED]

[REDACTED]

[REDACTED]

(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 _____

[REDACTED]

(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: [Signature]
Kyle Ostgard

EXHIBIT A

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 16 acres.

Tract No. 9: Beginning at a stake, the southwest corner of the Enoch G. Eakins' 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 1/4 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 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 60° 50' 50" W 150.00 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 (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 468.30 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 981.04 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 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 03, 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.

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 leading 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 #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 Kawecki 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.

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, (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.

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. Ziemann 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 $87 \frac{1}{2}$, 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 pacated; 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, Exchangor, by deed from Clarence C. Crafton, III and his wife, Helen C. Crafton, dated 07 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



69802776 v1

MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 21 day of February, 2020 by and between [REDACTED] [REDACTED] [REDACTED]

[REDACTED] (“**Lessor**”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns, whose address is: 8400 Normandale Lake Blvd, Suite 1200, Bloomington, MN 55437 (“**Lessee**”).

RECITALS:

A. Lessor is the owner of certain property in the County of Henderson, State of Kentucky, and being more particularly described in Exhibit A attached hereto and made a part hereof (the “**Property**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated February 21, 2020 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Exhibit A-1 and more fully described in the Lease Agreement, the “**Premises**”), together with access easement rights and a Solar Easement across said Property.

C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 20 day of February, 2025 (the “**Development Period**”). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Construction Period (“**Construction Period Notice Date**”). The Construction Period of the Lease Agreement (“**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 Agreement. The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation (“**Commercial Operation Date**”); or (ii) date when Lessor receives written notice from

Lessee of Lessee's election to extend the term of the Lease Agreement for the Extended Term ("**Extended Term Notice Date**"). The Extended Term of the Lease Agreement ("**Extended Term**") is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of ten (10) years upon written notice to Lessor.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated February 21, 2020 (the "**Effective Date**") to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. 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.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, 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 power 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 the 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 the 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.

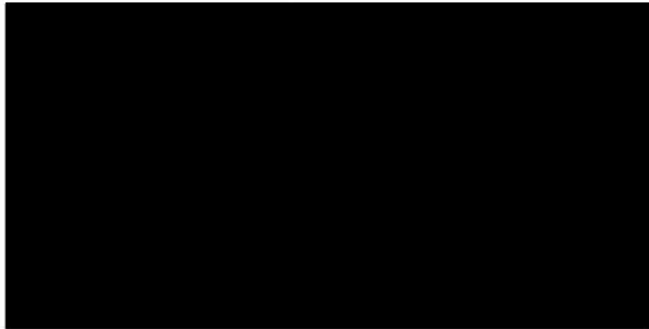
4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

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LESSOR SIGNATURE PAGE



STATE OF KENTUCKY)
COUNTY OF Henderson) ss.

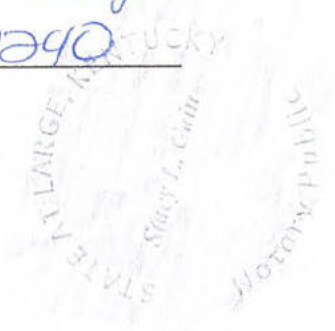
The foregoing instrument was acknowledged before me this 13th day of February, [Redacted]



(Title or Rank): Notary

(Serial number, if any): 551290

Commission Expires 3/11/20



This instrument prepared by and return to:
Geronimo Solar Energy, LLC
c/o Geronimo Energy, LLC
8400 Normandale Lake Blvd, Suite 1200
Bloomington, MN 55437

By: [Signature]
Kyle Ostgard

**EXHIBIT A
TO MEMORANDUM
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.

aka 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
TO MEMORANDUM**

SITE PLAN



MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 21 day of February, 2020 by and between [REDACTED] (“**Lessor**”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns, whose address is: 7650 Edinborough Way, Suite 725, Edina, MN 55435 (“**Lessee**”).

RECITALS:

A. Lessor is the owner of certain property in the County of Henderson, State of Kentucky, and being more particularly described in Exhibit A attached hereto and made a part hereof (the “**Property**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated February 21, 2020 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Exhibit A-1 and more fully described in the Lease Agreement, the “**Premises**”), together with access easement rights and a Solar Easement across said Property.

C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 20 day of February, 2025 (the “**Development Period**”). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Construction Period (“**Construction Period Notice Date**”). The Construction Period of the Lease Agreement (“**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 Agreement. The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation (“**Commercial Operation Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Extended Term

(“**Extended Term Notice Date**”). The Extended Term of the Lease Agreement (“**Extended Term**”) is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of ten (10) years upon written notice to Lessor.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated February 21, 2020(the “**Effective Date**”) to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. 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.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor’s consent, to do any of the following, conditionally or unconditionally, 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 power 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 the 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 the 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.

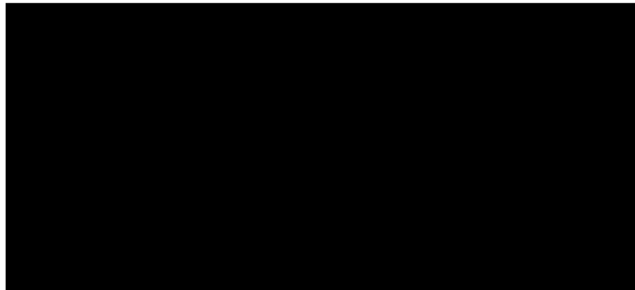
4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

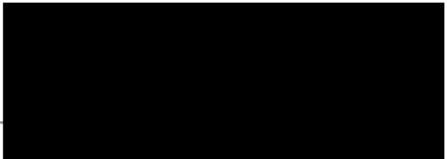
The remainder of this page is intentionally blank.

LESSOR SIGNATURE PAGE



STATE OF KENTUCKY)
COUNTY OF Webster) ss.

The foregoing instrument was acknowledged before me this 17 day of Jan 2020 (year), by



(Signature of person taking acknowledgment)

(Title or Rank): Ky State at Large

(Serial number, if any): 613807



This instrument prepared
by and return to:
Geronimo Solar Energy, LLC
c/o Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435

By: [Signature]
Briana Schmalz Kyle Ostgaard

**EXHIBIT A
TO MEMORANDUM**

DESCRIPTION OF PROPERTY

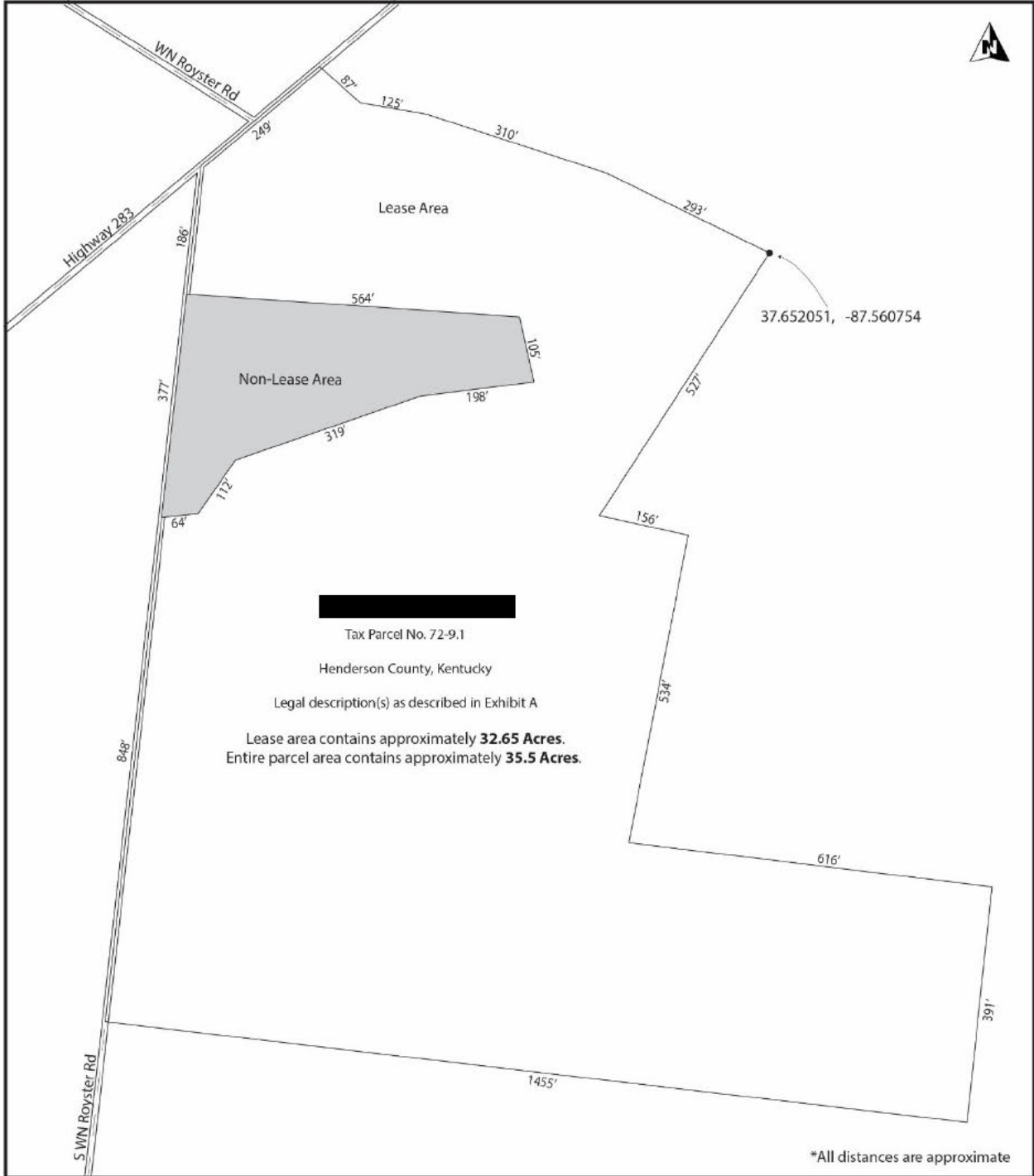
Tax Parcel No.: 72-9.1

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
TO MEMORANDUM**


SITE PLAN



Space above this line for recording purposes only

MEMORANDUM OF PURCHASE AGREEMENT

THIS MEMORANDUM OF PURCHASE AGREEMENT is made effective as of
July 20 _____, 20 20 by

 (“**Seller**”) and Henderson 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 July 20 _____, 20 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 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

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

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

Georgia
STATE OF ~~KENTUCKY~~)
) ss.
COUNTY OF Forsyth)

The foregoing instrument was acknowledged before me this 19 day of



(Signature of person taking acknowledgment)
(Title or Rank): Notary Public
(Serial number, if any): N/A

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

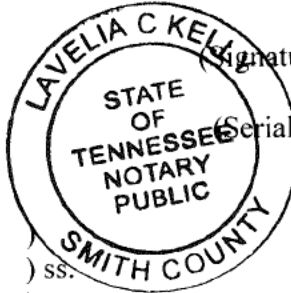
By _____
Name: Jeff Ringblom
Its: Chief Financial Officer

SELLER

COUNTY OF Smith) ss.
)

The foregoing instrument was acknowledged before me this 3rd day of June ²⁰²⁰ (year), by

[Redacted signature area]



(Signature of person taking acknowledgment)

(Title or Rank): Notary Public

(Serial number, if any): _____

My commission expires: 7.12.2022

STATE OF KENTUCKY)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ (year), by

[Redacted signature area]

(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 _____ (year), by

[Redacted signature area]

(Signature of person taking acknowledgment)

(Title or Rank): _____

(Serial number, if any): _____

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

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 1st day of September, 2020 by Jeff Ringblom, the Chief Financial Officer of Henderson Solar, LLC, a Delaware limited liability company, on behalf of the company.



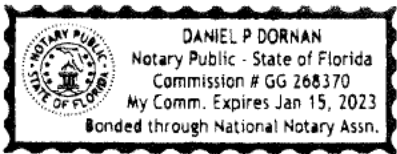
Amy L. Malek
Notary Public

STATE OF Florida)
) ss.
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me this 28 day of Feb 2020 (year), by

[Redacted]

[Redacted]



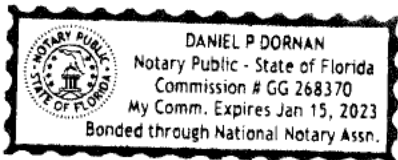
(Signature of person taking acknowledgment)
(Title or Rank): Premier Banker
(Serial number, if any): GG 268370

STATE OF Florida)
) ss.
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me this 28 day of Feb 2020 (year), by

[Redacted]

[Redacted]



(Signature of person taking acknowledgment)
(Title or Rank): Premier Banker
(Serial number, if any): GG 268370

STATE OF KENTUCKY)

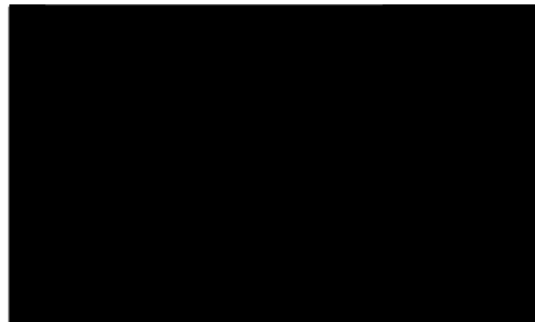
IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Purchase Agreement to be duly executed as of the day and year first above written.

BUYER

Unbridled Solar, LLC, a
Delaware limited liability company

By 
Name: Jeff Ringhorn
Its: Chief Financial Officer

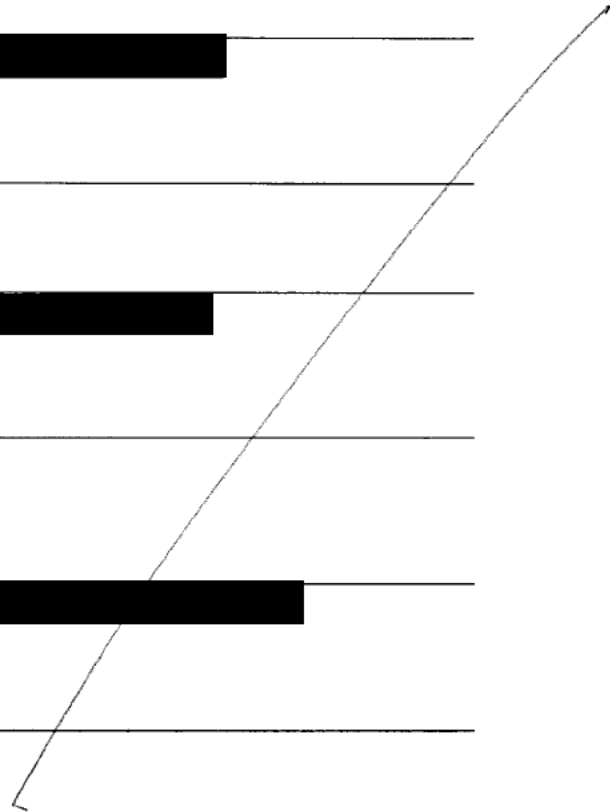
SELLER





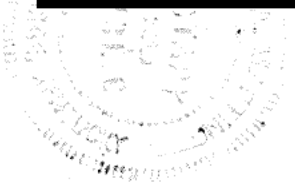






STATE OF KENTUCKY)
) ss.
COUNTY OF Henderson)

The foregoing instrument was acknowledged before me this 12 day of February, 2020, by [REDACTED]



[REDACTED]

(Title or Rank): Notary
(Serial number, if any): 482553
2/16/2021

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: 
Kyle Ostgard

EXHIBIT A

Legal Description of the Land

Tax Parcel No.: 72-10

Being a portion of the same property conveyed from James H. Brown to Roger Brown by Deed dated February 12, 2007 and recorded on February 15, 2007 at Deed Book 553 on Page 817 in the office of the County Clerk for Henderson County, Kentucky, and also being a portion of the same property conveyed from Peggy Sue Brown to Roger Brown by Deed dated February 12, 2007 and recorded on February 15, 2007 at Deed Book 553 at Page 820 in the office of the County Clerk for Henderson County, Kentucky.

The parcel contains 137.30 acres.

EXHIBIT B

Site Plan Showing Location of the Property within the Land



Space above this line for recording purposes only

MEMORANDUM OF PURCHASE AGREEMENT

THIS MEMORANDUM OF PURCHASE AGREEMENT is made effective as of September 14, 2020, by and between [REDACTED] (“**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 September 14, 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,

STATE OF KENTUCKY)
) ss.
COUNTY OF HENDERSON)

The foregoing instrument was acknowledged before me this 14th day of SEPTEMBER, 2020, by

[Redacted]

[Redacted]

(Signature of person taking acknowledgment)

(Title or Rank): Notary

(Serial number, if any): ID # 621180

Comm Expires: 5-3-2023

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
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



MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“**Memorandum of Lease**”) is entered into this 27 day of August, 2019 by and between [REDACTED] (“**Lessor**”) and Geronimo Solar Energy, LLC, a Minnesota limited liability company, and its successors and assigns, whose address is: 7650 Edinborough Way, Suite 725, Edina, MN 55435 (“**Lessee**”).

RECITALS:

A. Lessor is the owner of certain property in the County of Webster, State of Kentucky, and being more particularly described in Exhibit A attached hereto and made a part hereof (the “**Property**”).

B. Lessor and Lessee have entered into a certain Land Lease and Solar Easement dated August 27, 2019 (the “**Lease Agreement**”), whereby Lessor has agreed to lease to Lessee a portion of the Property (as identified in Exhibit A-1 and more fully described in the Lease Agreement, the “**Premises**”), together with access easement rights and a Solar Easement across said Property.

C. The initial term of the Lease Agreement is for a period of five (5) years, commencing on the Effective Date and ending on the 27 day of August, 2024 (the “**Development Period**”). The Lease Agreement shall automatically be extended for a Construction Period, as defined below, upon the earlier of (i) the date when construction of solar facilities on the Premises commences (“**Construction Date**”); or (ii) date when Lessor receives written notice from Lessee of Lessee’s election to extend the term of the Lease Agreement for the Construction Period (“**Construction Period Notice Date**”). The Construction Period of the Lease Agreement (“**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 Agreement. The Lease Agreement shall automatically be extended for an Extended Term, as defined below, upon the earlier of (i) the date when the Project begins commercial operation (“**Commercial Operation Date**”); or (ii) date when Lessor receives written notice from

Lessee of Lessee's election to extend the term of the Lease Agreement for the Extended Term ("**Extended Term Notice Date**"). The Extended Term of the Lease Agreement ("**Extended Term**") is twenty five (25) years from the commencement of the Extended Date unless sooner terminated in accordance with the terms of the Lease Agreement. Lessee has a right to renew the Extended Term for three (3) additional periods of ten (10) years upon written notice to Lessor.

D. The parties wish to give notice of the existence of such Lease Agreement.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease Agreement dated August 27, 2019 (the "**Effective Date**") to lease and demise the Premises for solar energy purposes and to grant access and solar easements. Pursuant to the Lease Agreement, Lessee has the exclusive right to use the Premises for commercial solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. 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.

2. Lessor shall have no ownership and other interest in any solar facilities installed on the Premises by Lessee, except as provided in Section 4.3 of the Lease and Lessee may remove any or all solar facilities at any time.

3. Lessee and any successor or assign of Lessee has the right under the Lease, without need for Lessor's consent, to do any of the following, conditionally or unconditionally, 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 power 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 the 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 the 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.

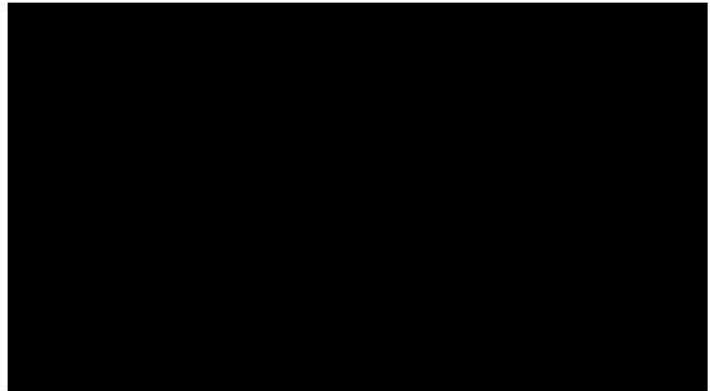
4. The Lease Agreement and the easement and rights granted Lessee therein shall burden the Property and shall run with the land. The Lease Agreement shall inure to the benefit of and be binding upon and Lessee and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Lessee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

5. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.


6. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement shall control.

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LESSOR SIGNATURE PAGE

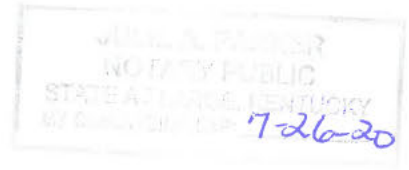


STATE OF KENTUCKY)
) ss.
COUNTY OF Webster)

The foregoing instrument was acknowledged before me this 22nd day of August, 2019, by 



(Title or Rank): Notary acknowledgment)
(Serial number, if any): 560660



This instrument prepared
by and return to:
Geronimo Solar Energy, LLC
c/o Geronimo Energy, LLC
7650 Edinborough Way, Suite 725
Edina, MN 55435

By: Briana Schnaible
Briana Schnaible

**EXHIBIT A
TO MEMORANDUM
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 TO MEMORANDUM

SITE PLAN



DRAFTED BY, AND UPON RECORDING RETURN TO:
UNBRIDLED SOLAR, LLC
c/o GERONIMO ENERGY, LLC
8400 NORMANDALE LAKE BLVD, SUITE 1200
BLOOMINGTON, MN 55437

**AMENDMENT TO
LAND LEASE AND SOLAR EASEMENT**

THIS AMENDMENT TO LAND LEASE AND SOLAR EASEMENT (this “**Amendment**”) is made and entered into this 6 day of October , 2020 (the “**Effective Date**”), by and between [REDACTED] (“**Lessor**”), and Unbridled Solar, LLC, f/k/a Henderson Solar, LLC, a Delaware limited liability company, whose address is: 8400 Normandale Lake Blvd, Suite 1200, Bloomington, MN 55437 (“**Lessee**”).

RECITALS

A. Lessee and Lessor are parties to that certain Land Lease and Solar Easement dated December 18, 2019 (“**Agreement**”) relating to certain real property in Webster County, Kentucky (the “**Premises**” as more fully described in the Lease), a memorandum of which was filed on February 3, 2020, as Document No. 405893. Capitalized terms, unless otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

B. The parties desire to amend the Lease as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, Lessor and Lessee agree as follows:

1. The Recitals set forth above is true and correct in all material respects and incorporated herein by reference.

2. The legal description of the Premises attached to the Lease as Exhibit A is hereby deleted in its entirety and replaced with the legal description on Exhibit A attached hereto. From

and after the Effective Date hereof, all references to the “Premises” in the Lease shall refer to the description attached hereto.

3. The “Site Plan” referred to in Section 1.1 (a) and attached as Exhibit A-1 of the Lease is hereby deleted in its entirety and replaced with the Site Plan on Exhibit A-1 attached hereto. From and after the Effective Date hereof, all references to the “Site Plan” in the Lease shall refer to the Site Plan attached hereto, and all references to the “Premises” in the Lease shall refer to the Premises as identified in the attached Site Plan.

4. Section 1.1(d) of the Lease is hereby deleted in its entirety and replaced with the following:

(d) Lessor shall retain the right to use the portion of the Property not included within the Premises and Lessee shall provide access for ingress and egress to Lessor through the Premises as identified on the attached Exhibit A-1.

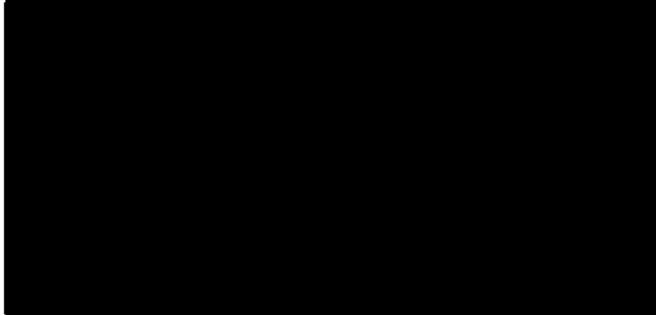
5. The Lease, as amended by this Amendment, constitutes the entire agreement of the parties with respect to the matters contained herein and may be further amended only in writing signed by both of the parties hereto. Except as specifically set forth in this Amendment, all terms and conditions in the Lease shall remain in full force and effect.

6. This Amendment may be executed in counterparts, each of which shall be deemed an original, which together shall constitute one and the same agreement. A facsimile transmission of an executed signature page shall be deemed an original signature page for purposes of this Amendment.

The remainder of this page is intentionally blank.

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

LESSOR:



LESSEE:
UNBRIDLED SOLAR, LLC

By: 
Name: Jeff Ringblom
Title: Chief Financial Officer

STATE OF KY)
) ss.
COUNTY OF Webster)

The foregoing instrument was acknowledged before me this 16th day of October

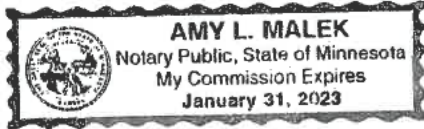


(Title or Rank): Notary
(Serial number, if any): 6136605

1-9-23

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 14th day of October, 2020, by Jeff Ringblom, the Chief Financial Officer of Unbridled Solar, LLC, a Delaware limited liability company, on behalf of the limited liability company.



Amy L. Malek
Notary Public

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: Kyle Ostgard
Kyle Ostgard

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

Tax Parcel Nos.: 077-005-001; 077-010-005; 077-005-000

Parcel 1: Beginning at a stake on the Knoblick road corner with Thos Royster in Wm. Watson's line running thence with said Watson's line S 87 1/4 E 37.71 chains to a stone corner with said Watson; thence south 1/2 deg. West 22.20 chains to a white oak corner in J.L. Edwards line; thence north 89 1/2 west 5.59 chains to a stone being said Edwards corner; thence north 2west 15.75 chains to the center of Grove Creek; thence up the center of said creek with its meanders to an ash on the bank of said creek in Nora Thornberry's line; thence with said line north 2 1/2 E 6.78 chains to a stake in Knoblick Road corner with Thos. Royster's line; thence with said road north 18 east 95 chains and north 34 1/2 east 9.43 chains to beginning containing 135.45 acres more or less.

LESS the following described five acres conveyed to Carrie Thornberry Tapp by inheritance from her father, James E. Thornsberry, See Affidavit of Descent dated May 15, 1978 of record in Deed Book 174 at Page 440 in the Office of the Webster County Court Clerk.

Beginning in the center of Knoblick Road corner to Hobgood, thence with said Knoblick Road in a southerly direction approximately 520 feet to Dorothy Tapp Allen's five acre tract; thence at a 90 degree angle with the line of said Dorothy Tapp Allen in an easterly direction approximately 416 feet corner to said Dorothy Tapp Allen and Carrie Thornberry Tapp's remainder tract; thence at a 90 degree angle north approximately 520 feet with the line of said Carrie Thornberry Tapp

A farm consisting of 199.25 acres and improvements thereon situated in Webster County, Kentucky, two and one-half (2-1/2) miles South of Robards, Kentucky, on the Knoblick Road and more particularly described as follows:

(1) BEGINNING at a stone in a line of the Barret Tract near a stump, corner to the Hunter Land; thence with said Hunter's Land, N. 85-3/4 W. 78 poles to a stone, corner to said Hunter; thence S. 39 poles and 7 links to a stone between two gums, corner to said Hunter; thence S. 1 W. with the original line of Barret's tract 178-1/2 poles to a white oak marked "H" which is dead and down and which is 4 poles to the left of another white oak marked "H", corner to Thomas Royster in Edward's line; thence with said line N 88-1/4 E 75 poles and 7 links to a hickory, corner to Thomas Eakins, 85 acre tract; thence with said line N 1/4 E, passing two post oaks and hickory, corner to said Eakins and Dr. Thomas G. Johnson Survey at 56 poles, in all 213 poles and 17 links to the beginning, containing 103-1/4 acres, more or less.

EXCEPTING the following parcel reserved by Florence E. Clark and Ewing Clark, in the deed hereinafter referred to, to-wit:

BEGINNING at a stone, corner with Mrs. Florence E. Clark; runs S 82 degrees 15 minutes East 1304 feet to a stone, corner with Mrs. Florence E. Clark in John D. Walker's line; thence S 6 degrees 15 minutes W 837.5 feet to a stone in John D. Walker's line; thence with the division line N 82 degrees 15 minutes West 1300 feet to a stone in William E. Clark's line; thence with his line N 6 degrees 28 minutes East 179 feet to a stake near gum stump; thence N 5 degrees 35 minutes E 658.4 feet to the beginning, containing 25 acres, more or less, leaving after said exception 78.25 acres more or less.

(2) **BEGINNING** at two black oaks, corner to James Thornberry in D. O. Hunter's line; thence N 96 poles to a black gum, corner to Joe Clark in D. O. Hunter's line; thence West 213 poles to a black oak, corner with Ewing Clark and John Clark; thence South 96 poles to an ash, corner with John Clark and Thomas Royster; thence East 213 poles to the beginning, containing 121 acres more or less.

Containing in all 199.25 acres, more or less, but subject to legal highways.

LESS AND EXCEPTING the following 80.70 acres which was deed from Grantor to Grantee on January 26, 1996, and recorded in Deed Book 223 at page 697, in the office of the Webster County Court Clerk, described as follows:

(Map # 077-005-00)

A certain portion of Billy Jim Hobgood's remainder tract located on the Watkins Schoolhouse Road, (formerly Knoblick Road), approximately 3 miles Northwest of Sebree, and further described by metes and bounds as follows:

Beginning at an iron pin in the East line and 30 feet from the center of the Watkins Schoolhouse Road, also a corner to the L. M. Tapp farm; thence with the East line of the road, and 30 feet parallel to the center, N 19° 29' 45" E, 1056.61 feet to an iron pin, and a corner to Hobgood's remainder tract; thence with the remainder tract, S 74° 33' 16" E, 289.80 feet to an iron pin; N 15° 22' 22" E, 383.11 feet to an iron pin; N 61° 39' 01" E, 639.59 feet to an iron pin; N 11° 13' 28" E, 468.89 feet to an iron pin in Terry Duncan's line; thence with Duncan, S 86° 00' 57" E, 1087.80 feet to an iron pin; S 41° 32' 13" E, 259.74 feet to an iron pin; S 83° 55' 02" E, 431.47 feet to an iron pin, and a corner to Hobgood's remainder tract; thence with the remainder tract, S 25° 17' 49" W, 1484.50 feet to an iron pin in the line of the L. M. Tapp farm; thence with Tapp, N 85° 00' 04" W, 2449.09 feet to the point of beginning, containing 80.70 acres.

This tract is subject to a 40 foot wide easement for ingress and egress more fully described insofar as it crosses the above described premises, as follows:

Beginning at an iron pin in Terry Duncan's line, running thence S 86° 00' 57" E, 1087.80 feet to an iron pin; thence S 41° 32' 13" E, 259.74 feet to an iron pin; thence S 83° 55' 02" E, 431.47 feet to an iron pin, and a corner to Hobgood's remainder tract; thence with the remainder tract, S 25° 17' 49" W 40 feet; thence N 83° 55' 02" W, 431.47 feet; thence N 41° 32' 12" W, 259.74 feet; thence N 86° 00' 57" W, 1087.80 feet; thence N 11° 13' 28" E, 40 feet to the point of beginning.

The above conveyed tract being the undivided one-half interest conveyed Gilbert Hobgood and Francis Hobgood, as joint tenants with right of survivorship, and said Francis Hobgood became the owner of an undivided one-half interest upon the death of Gilbert Hobgood, by deed from Bennie T. Lynn and wife, Irene Lynn, dated March 21, 1969, of record in Deed Book 144 at page, 363, in the office of the Webster County Court Clerk.

It is understood and agreed that the party of the first part conveyed unto the parties of the second part, only her interest in the oil and gas which they own under the afore-described property and that all other minerals are reserved and excepted and not made a part of this conveyance.

A certain portion of Billy Jim Hobgood's remainder tract located on the Watkins Schoolhouse Road (formerly Knoblick Road), approximately 3 miles Northwest of Sebree, and further described by metes and bounds as follows:

Beginning at an iron pin in the East line and 30 feet from the center of the Watkins Schoolhouse Road, also a corner to the L. M. Tapp farm; thence with the East line of the Road, and 30 feet parallel to the center, N 19 degrees 29' 45" E, 1056.61 feet to an iron pin, and a corner to Hobgood's remainder tract; thence with the remainder tract, S 74 degrees 33' 16" E, 289.80 feet to an iron pin; N 15 degrees 22' 22" E, 383.11 feet to an iron pin; S 61 degrees 39' 01" E, 639.59 feet to an iron pin; N 11 degrees 13' 28" E, 468.89 feet to an iron pin in Terry Duncan's line; thence with Duncan, S 86 degrees 00' 57" E, 1087.80 feet to an iron pin; S 41 degrees 32' 12" E, 259.74 feet to an iron pin; S 83 degrees 55' 02" E, 431.47 feet to an iron pin, and a corner to Hobgood's remainder tract; thence with the remainder tract; S 25 degrees 17' 49" W, 1484.50 feet to an iron pin in the line of the L. M. Tapp farm; thence with Tapp, N 85 degrees 00' 04" W, 2449.09 feet to the point of beginning, containing 80.70 acres.

This conveyance is subject to a 40 foot wide easement for ingress and egress more fully described insofar as it crosses the above-described premises, as follows:

Begining at an iron pin in Terry Duncan's line; running thence S 86 degrees 00' 57" E, 1087.80 feet to an iron pin; thence S 41 degrees 32' 12" E, 259.74 feet to an iron pin; thence S 83 degrees 55' 02" E, 431.47 feet to an iron pin, and a corner to Hobgood's remainder tract; thence with the remainder tract, S 25 degrees 17' 49" W 40 feet; thence N 83 degrees 55' 02" W 431.47 feet; thence N 41 degrees 32' 12" W, 259.274 feet; thence N 86 degrees 00' 57" W, 1087.80 feet; thence N 11 degrees 13' 28" E, 40 feet to the point of beginning.

Being the same property conveyed to Billy Jim Hobgood and Jo Ann Hobgood by Deed dated March 21, 1969, of record in Deed Book 144, Page 363, and Deed dated January 26, 1996, of record in Deed Book 223, Page 697, in the Office of the Clerk of Webster County, Kentucky.

The parcels contain 332.424 acres more or less.

EXHIBIT A-1

SITE PLAN

