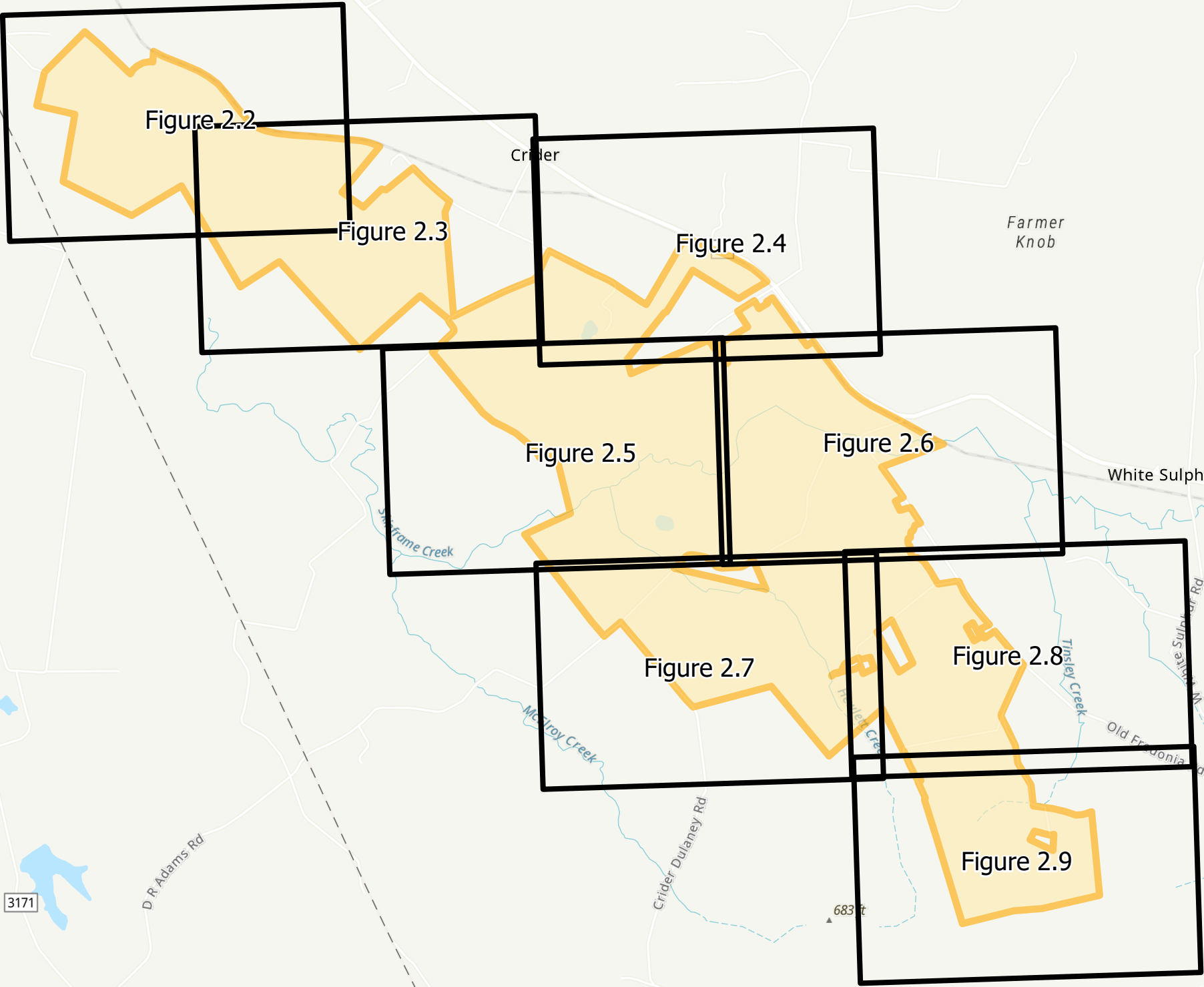




Figure 1 Project Buffers Map  
 Caldwell Solar Project  
 Caldwell County, Kentucky

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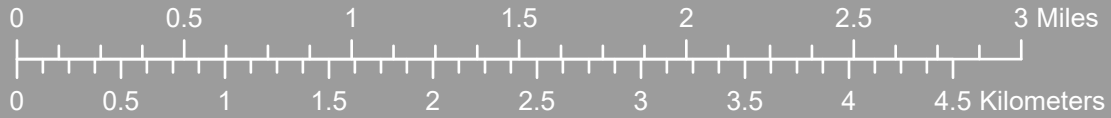


 Project Area  
 Map Page

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**Figure 2.1 Project Layout Map Key**

**Caldwell Solar Project  
Caldwell County, Kentucky**







- Railroad
- Existing Transmission Line
- Residences
- Residential\_Communities
- Proposed Vegetation Screening
- Existing Vegetation Screening
- Project Area
- Fencing
- Switchyard
- Substation
- Access Roads
- Overhead Collector Corridor
- Solar Panels
- Underground Cabling

Figure 2.2 Project Layout Map

Caldwell Solar Project  
Caldwell County, Kentucky



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Scale: 1:8,000







- Railroad
- Existing Transmission Line
- Residences
- Residential Communities
- Proposed Vegetation Screening
- Existing Vegetation Screening
- Project Area
- Fencing
- Switchyard
- Substation
- Access Roads
- Overhead Collector Corridor
- Solar Panels
- Underground Cabling



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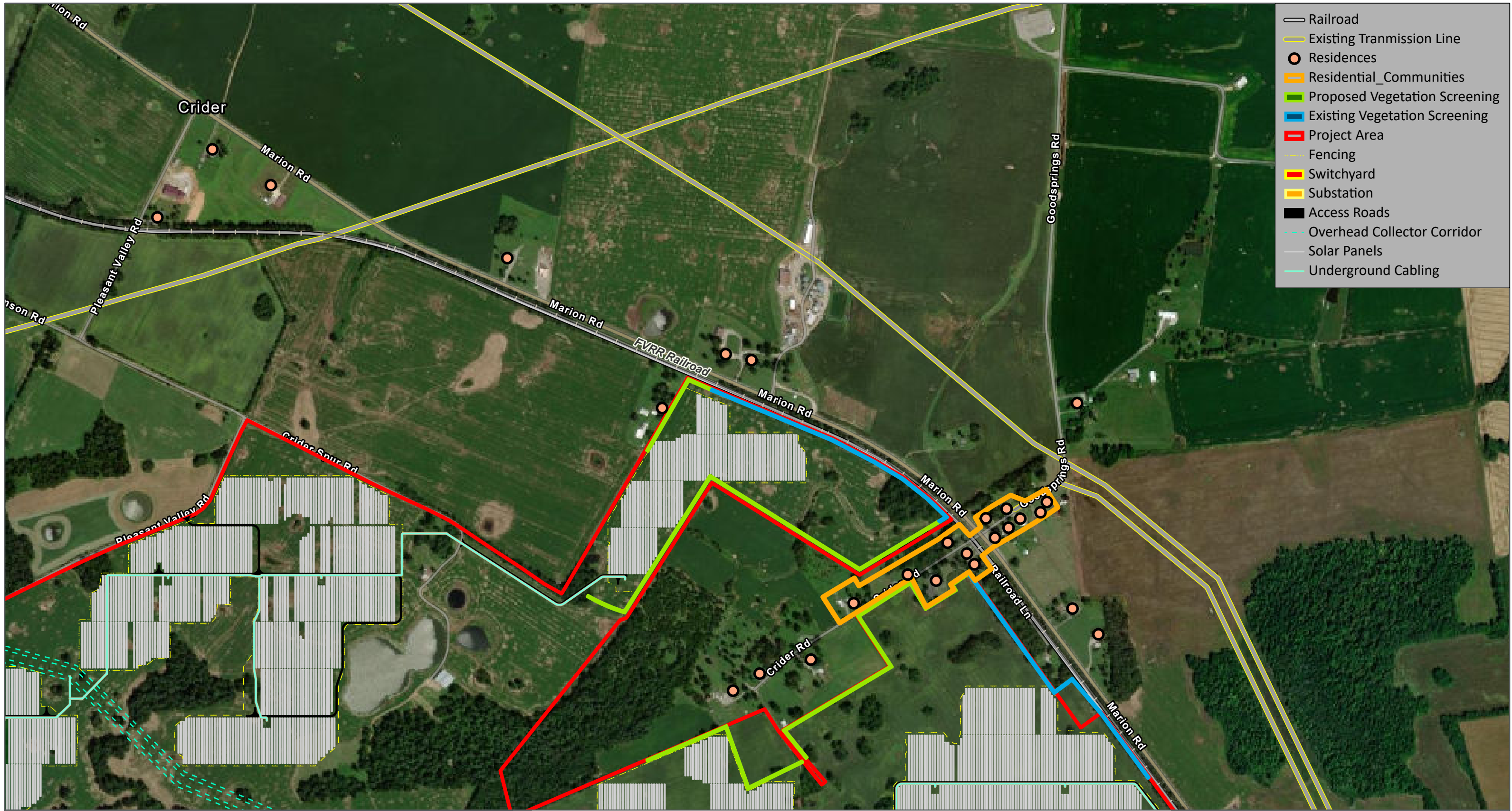
**Figure 2.3 Project Layout Map**  
**Caldwell Solar Project**  
**Caldwell County, Kentucky**



Scale: 1:8,000







- Railroad
- Existing Transmission Line
- Residences
- Residential\_Communities
- Proposed Vegetation Screening
- Existing Vegetation Screening
- Project Area
- Fencing
- Switchyard
- Substation
- Access Roads
- Overhead Collector Corridor
- Solar Panels
- Underground Cabling

Figure 2.4 Project Layout Map

Caldwell Solar Project  
Caldwell County, Kentucky



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Scale: 1:8,000





- Railroad
- Existing Transmission Line
- Residences
- Residential\_Communities
- Proposed Vegetation Screening
- Existing Vegetation Screening
- Project Area
- Fencing
- Substation
- Access Roads
- Overhead Collector Corridor
- Solar Panels
- Underground Cabling



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Scale: 1:8,000

**Figure 2.5 Project Layout Map**  
**Caldwell Solar Project**  
**Caldwell County, Kentucky**







- Railroad
- Existing Transmission Line
- Residences
- Residential Communities
- Proposed Vegetation Screening
- Existing Vegetation Screening
- Project Area
- Fencing
- Substation
- Access Roads
- Overhead Collector Corridor
- Solar Panels
- Underground Cabling

**Figure 2.6 Project Layout Map**  
**Caldwell Solar Project**  
**Caldwell County, Kentucky**

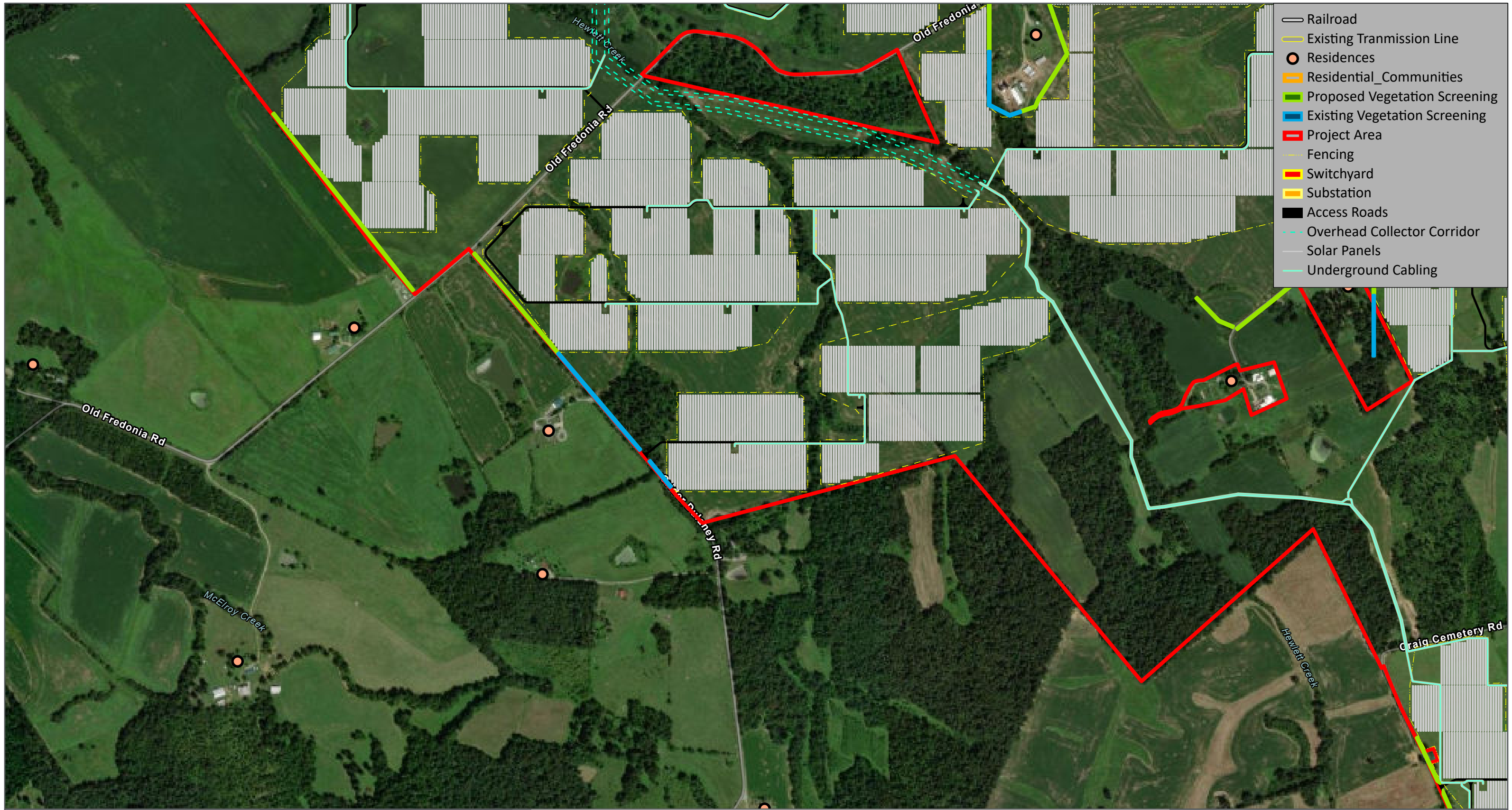
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Scale: 1:8,000







- Railroad
- Existing Transmission Line
- Residences
- Residential Communities
- Proposed Vegetation Screening
- Existing Vegetation Screening
- Project Area
- Fencing
- Switchyard
- Substation
- Access Roads
- Overhead Collector Corridor
- Solar Panels
- Underground Cabling



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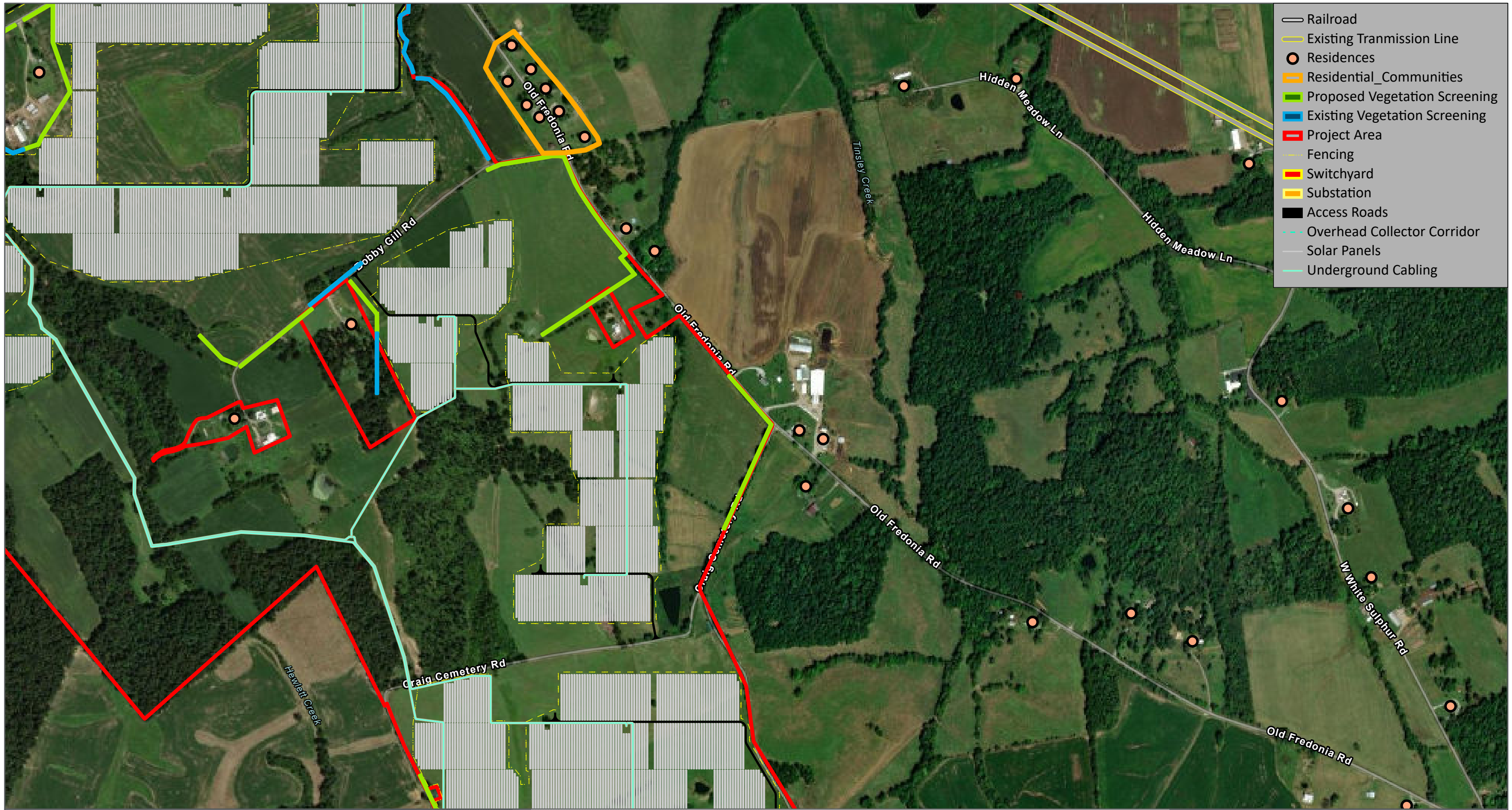
**Figure 2.7 Project Layout Map**  
**Caldwell Solar Project**  
**Caldwell County, Kentucky**



Scale: 1:8,000





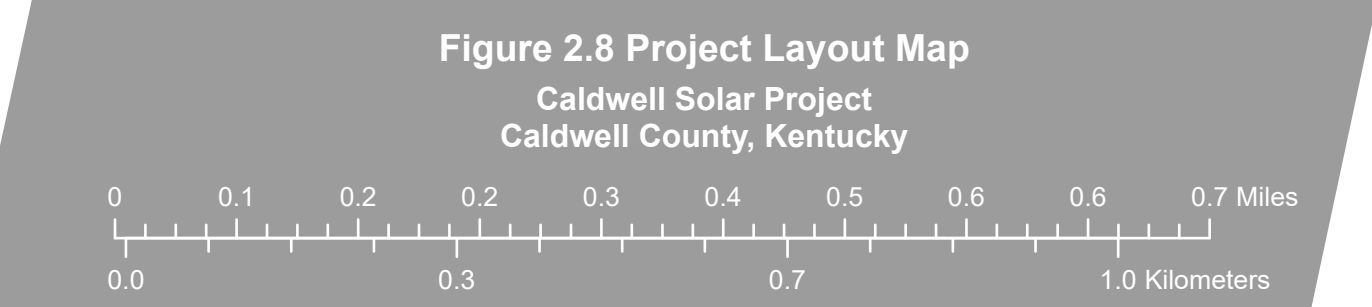


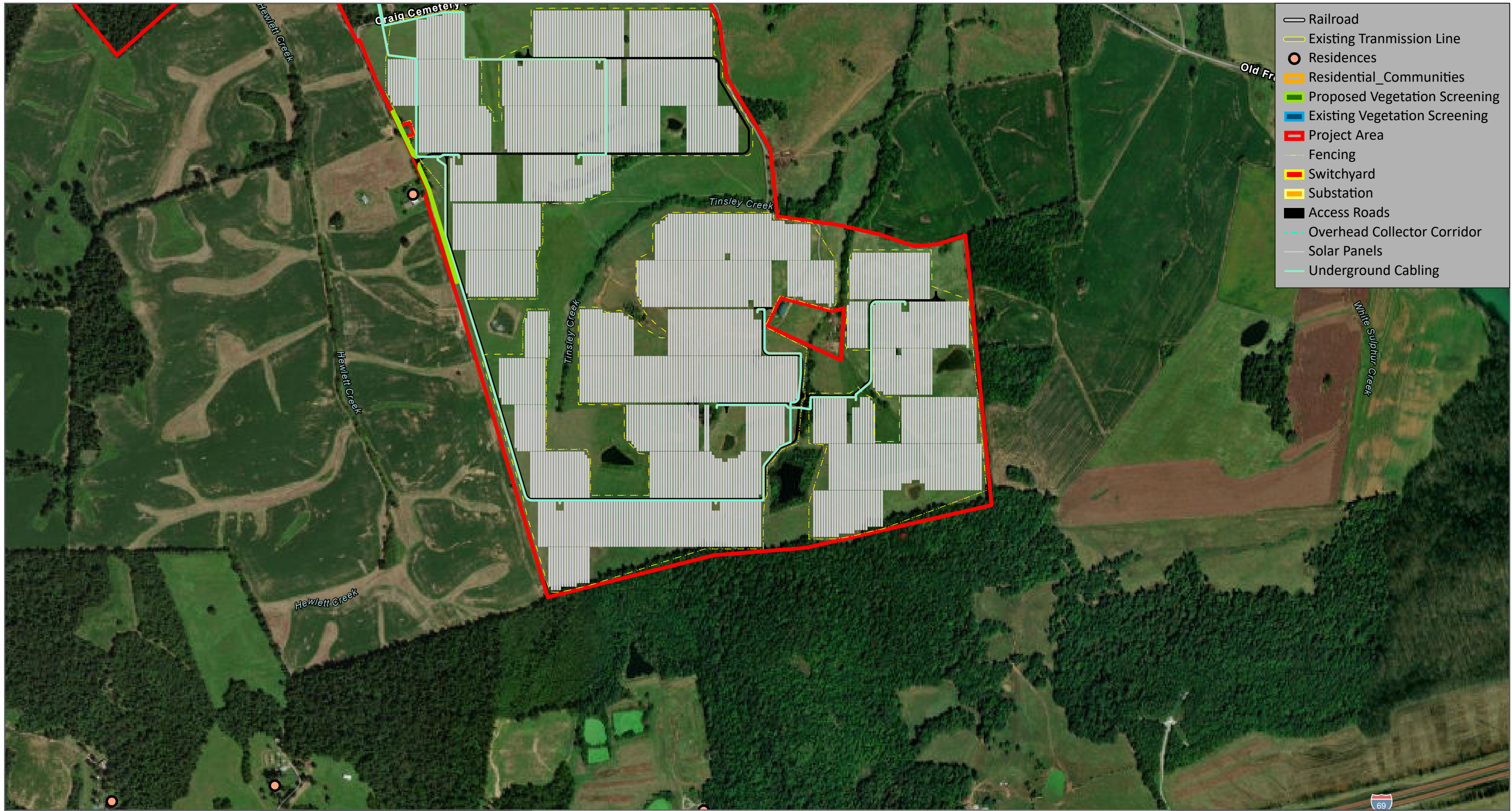
- Railroad
- Existing Transmission Line
- Residences
- Residential\_Communities
- Proposed Vegetation Screening
- Existing Vegetation Screening
- Project Area
- Fencing
- Switchyard
- Substation
- Access Roads
- Overhead Collector Corridor
- Solar Panels
- Underground Cabling

N

Scale: 1:8,000

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- Railroad
- Existing Transmission Line
- Residences
- Residential\_Communities
- Proposed Vegetation Screening
- Existing Vegetation Screening
- Project Area
- Fencing
- Switchyard
- Substation
- Access Roads
- Overhead Collector Corridor
- Solar Panels
- Underground Cabling

Figure 2.9 Project Layout Map

Caldwell Solar Project  
Caldwell County, Kentucky



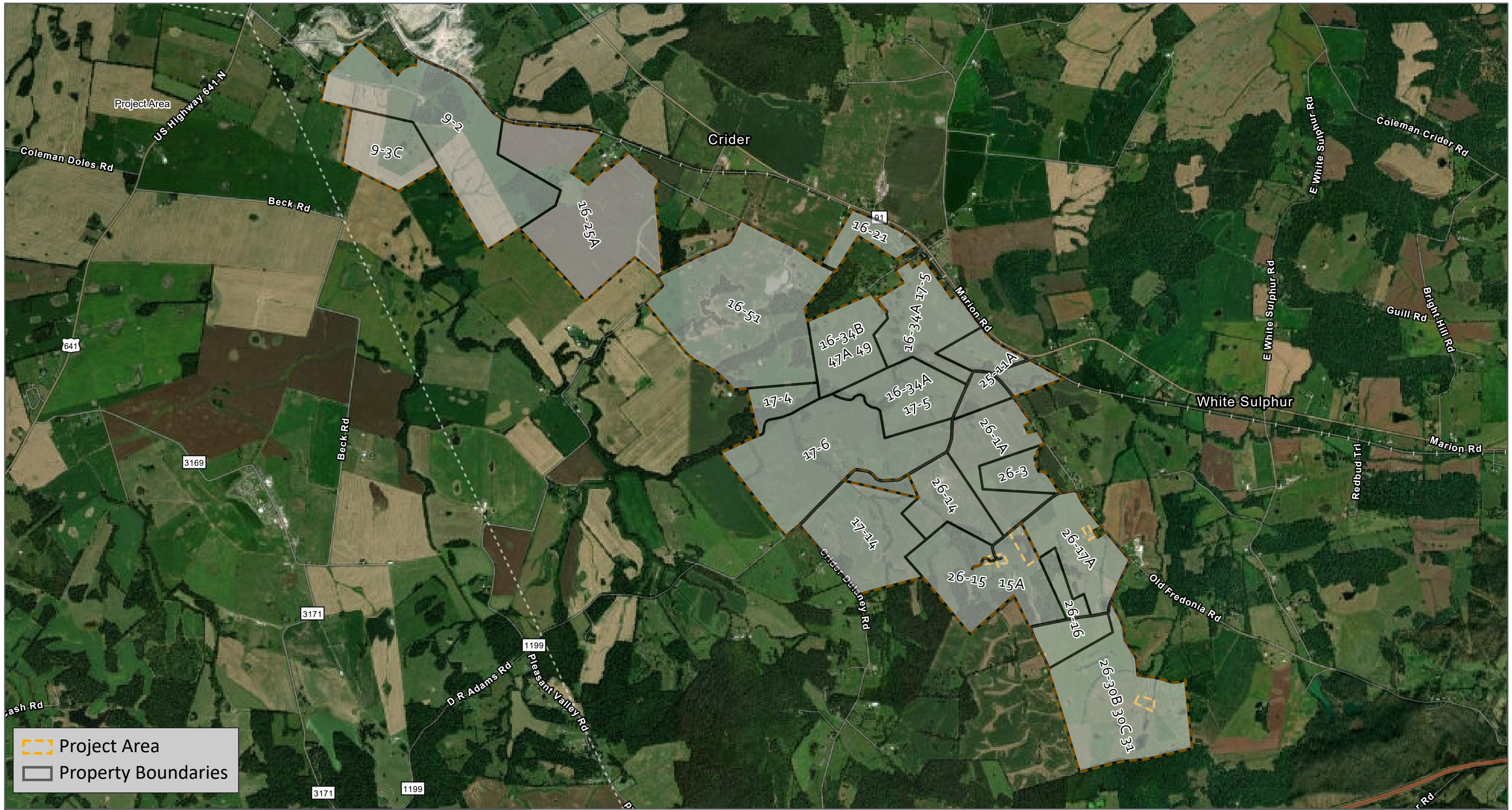
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Scale: 1:8,000







 Project Area  
 Property Boundaries

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**Figure 3 Property Owners**  
**Caldwell Solar Project**  
**Caldwell County, Kentucky**



**Figure 3 Key**

<b>Figure 3 Parcel No.</b>	<b>Name</b>	<b>Property Description at Page no.</b>
9-2		006
9-3C		006
16-34A 175		013-019
16-34B47A 49		013-019
17-14		013-019
26-14		013-019
26-1A		013-019
26-3		013-019
25-11A		013-019
26-16		028
26-30B 30C 31		029-030
26-15 15A		037
26-17A		038
16-25A		045
17-6		045
16-21		053
16-51		053
17-4		053



**Figure 3 Lease property Owner Key**

<b>Owner Name(s)</b>	<b>Parcel Nos.</b>	<b>Lease begins at Page No.</b>
Brenda Vinson Bugg		001
Jefferson David Watson and Debra J. Watson		008
William E. Jones and Brenda R. Brown		023
Robert L. Gill and Beverly Ann Gill		032
James C. Driskill		040
Williams R. Clift II and Tobatha Renee Clift		047

\*These tracts are not part of the Project and so are not depicted on Figure 3.

## MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“Memorandum of Lease”) is entered into this 18<sup>th</sup> day of December, 2019 by and between [REDACTED], whose address is: [REDACTED] (“Lessor”) and Caldwell 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 Caldwell, 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 December 18<sup>th</sup>, 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 18<sup>th</sup> day of December, 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 December 18<sup>th</sup>, 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.

**The remainder of this page is intentionally blank.**





LESSOR SIGNATURE PAGE



STATE OF KENTUCKY )  
COUNTY OF Caldwell ) ss.

The foregoing instrument was acknowledged before me this 4<sup>th</sup> Dec. day of 12/2019 (year), by



Kirrian Thomas

(Signature of person taking acknowledgment)

(Title or Rank): IP Notary Public

(Serial number, if any): 557167

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

By: Briana Schauble  
Briana Schauble



**EXHIBIT A  
TO MEMORANDUM**

**DESCRIPTION OF PROPERTY**

**Tax Parcel No.: 9-3C**

Being a portion of the same property conveyed from Charles Thomas Vinson and Marlene B. Vinson, his wife, to Brenda Vinson Bug and John Dan Bugg, Jr., her husband, by Deed dated January 16, 1973 and recorded on January 17, 1973 at Deed Book 133/Page Number 210 in the office of the County Clerk for Caldwell County, Kentucky.

AND

**Tax Parcel No.: 9-2**

Being a portion of the same property conveyed from Lemuel D. Wilson and Charles A. Wilson, Jr., her husband, to Brenda Vinson Bugg, by Deed dated September 29, 1964 and recorded on September 30, 1964 at Deed Book 113/Page Number 62 in the office of the County Clerk for Caldwell County, Kentucky.

**The parcel contains 428.3 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 10<sup>th</sup> day of May, 2021 by and between

whose address is:

(“**Lessor**”) and Caldwell Solar, LLC, a Delaware 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 Caldwell, 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 May 10, 2021 (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 9<sup>th</sup> day of May, 2026 (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 May 10<sup>th</sup>, 2021 (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 Agreement 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 Agreement, 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 Agreement, or any right or interest in this Lease Agreement, 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 Agreement; (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 Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease Agreement to the assignee or transferee, in which event Lessee shall have no continuing liability.

4. Lessee reserves the right to reduce the size of the Premises, at any time and from time to time during the Term, to that amount of acreage needed for commercial solar energy purposes, as described herein, to be selected and further identified with a revised Site Plan, at any time and from time to time, all at Lessee's sole discretion. Upon Lessee's exercise of its right to reduce the size of the Premises, all reference to Premises in the Lease Agreement and this Memorandum of Lease shall refer to the Premises as may be modified by Lessee's subsequent revised Site Plan(s), if any, which revised Site Plan(s) shall replace the Site Plan attached to the Lease Agreement as Exhibit A-1 and attached to this Memorandum of Lease as Exhibit A-1, and may be recorded by Lessee in the real property records of the county in which the Property is located. If requested by Lessee in a written notice to Lessor, Lessor and Lessee shall promptly execute an amendment to the Lease Agreement and this Memorandum of Lease in recordable form



to replace the Site Plan with any such revised Site Plan(s), and any such amendment may be recorded in the real property records of the county in which the Property is located.

5. 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.

6. 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.

7. 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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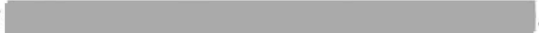





LESSOR SIGNATURE PAGE



STATE OF KENTUCKY )  
COUNTY OF Caldwell ) ss.

The foregoing instrument was acknowledged before me this 10 day of May 20 21, by   


Sara R Choate  
(Signature of person taking acknowledgment)  
(Title or Rank): Notary Public  
(Serial number, if any): 634959



This instrument prepared  
by and return to:  
Real Estate Department  
c/o National Grid Renewables Development, LLC  
8400 Normandale Lake Blvd, Suite 1200  
Bloomington, MN 55437  
By: Laura Vaughn  
Laura Vaughn, Senior Director of Real Estate

**EXHIBIT A  
TO MEMORANDUM**

**DESCRIPTION OF PROPERTY**

**Tax Parcel No(s):** 16-34A 34B 17-5, 26-1A, 26-3, 25-11A, 17-14, 24-3D, 35-60 and 35-65

**PARCEL ONE:**

Four certain Tracts of real estate located in Caldwell County, Kentucky, and more particularly described as follows:

**Tract I:**

Beginning at a stake in the south line of Kentucky Highway #91, same being corner of residential lot and running thence N 51° 23' a 820.36 feet to a stake; thence S 37° 35' E 203.78 feet to a stake; thence N 52° 09' E 211.70 feet to a stake; thence N 37° 55' E 105.87 feet to a stake; thence N 51° 47' E 215.20 feet to a stake in the west line of the Illinois Central Railroad; thence with said right of ways 38° 09' E 197.76 feet, S 51° 04' W 12.84 feet, S 42° 29' E 1154.70 feet, N 50° 19' E 179.53 feet, S 42° 04' E 1301.05 feet to a stake in the right of way; thence leaving the right of way S 53° 35' W 1550.69 feet to a stone in an old road; thence with said road S 59° 37' E 185.71 feet to a stake, S 74° 31' E 846.27 feet, and N 89° 17' E 160.21 feet to a locust tree; thence with another old road S 17° 17' W 1492.53 feet to a fence post; thence S 73° 38' W 30.35 feet; thence S 66° 30' W 2027.99 feet to a stake; thence N 14° 31' W 820.75 feet, thence N 20° 52' W 52.10 feet; thence N 62° 08' W 176.72 feet to a stake in a creek; thence with said creek N 70° 48' W 335.05 feet, N 29° 52' E 104.58 feet, N 23° 20' W 69.89 feet, N 38° 58' W 78.65 feet, N 82° 05' W 80.48 feet, S 44° 32' W 229.15 feet, N 89° 44' W 259.84 feet, N 71° 03' W 152.39 feet, N 45° 16' W 63.05 feet, N 8° 10' E 81.25 feet, N 52° 34' W 37.89 feet, N 80° 28' W 79.03 feet to a stake in said creek; thence with the division line N 59° 51' E 1680.00 feet to a stake; thence N 31° 00' W 1000.00; thence N 31° 40' E 670.00 feet, thence N 44° 21' E 335.00 feet; thence N 42° 42' W 365.27 feet to a spike in an old road; thence N 52° 42' W 547.80 feet to a stake; thence N 38° 58' W 124.70 feet to a stake; thence N 38° 55' W 310.23 feet to the point of beginning, containing 249.40 acres more or less.

There is excepted from the above described property two tracts of land located on the Old Princeton-Fredonia Road, containing 3.82 acres and .01 acres, and being the same property conveyed by H.J. Watson, et ux, to Johnson c. Myers and Emily G. Myers, his wife, by deed dated August 3, 1962 and recorded in Deed Book 1 08, page 144 , Caldwell County Court Clerk's Office.

**Tract II:**

Beginning at a stone on the west bank of the Old Princeton and Fredonia Road, thence with the west side of road N. 40 W. 70 poles 6 feet to a stone, Spickards corner; thence with Spickard's line S. 58 1/2 W. 7 poles to a stone; thence s. 64 1/2 w. 66 poles 7 feet to a stake in fence line continuing with same S. 27 1/2 W. 40 poles to the center of road, thence along same S. 1 3/4 E. 39 poles, s. 14



1/2 W. 22 poles, S, 25 W. 5 poles to a black oak Swishers corner; thence with his lines. 39 1/2 E, 177 poles to a stake in North line of road; thence with same N. 46 E. 119 1/4 poles to an ash; thence N. 45 W. 56 feet to a stake; thence S. 89 3/4 W. 128 1/2 poles to a stake in lieu of elm now down; thence N. 9 w. crossing pond 65 1/2 poles to a stone; thence N. 65 1/4 E. 107 1/2 poles to the beginning and containing 115.6 acres.

There is excepted from and not included in the above description the following tract of land conveyed by Georgia D. Price to Roy G. Rogers by deed dated November 27, 1974 and recorded in Deed Book 138, page 335, Caldwell County Court Clerk's office, as follows: Beginning at an iron pipe in the west line of the Old Fredonia Road, corner to Myrtle Rogers, thence S. 66° 00' W. 426 feet to a stake; thence N. 21° 32' W. 52 feet to a stake: thence N. 66° 39' E. 185 feet to a stake; thence N. 26° 31' W. 56 feet; N. 65° 29' E. 47 feet; N. 30° 31' W. 95 feet to a stake; thence N. 58° 44' E. 146 feet to a stake in the west line of said Old Fredonia Road; thence with line of said roads. 38° 53' E. 229 feet to the point of beginning, containing 1.15 acres. This description according to plat and survey by James T. Boren, #1523, dated November 24, 1974.

Tract III:

Beginning at a stone in the Old Eddyville Road, near a gate post, Hewletts corner, thence s. 31 E, 49 rods and 7 links to a stone on bank of creek, Hewlett's corners. 45 W. 42 rods and 13 links to a stone near an apple tree; S 46½ E. 41 rods to a gate post, Hollowells corner, S. 50 E. 29 rods and 10 links with Hollowells line, to a sassafras, Tosh's corner N. 45 E, 45 rods to a stake on bank of creek, N. 66 E. 12 poles to a stake, S. 65 E. 89 rods to a stone and black gum at mouth of Tosh's lane, N. 45 E. 26 poles to a stone, N. 40 w. 180 rods to a stone in center of road, near a black jack, s. 41 W. 73 rods to the beginning, containing 109 acres, more or less.

Tract IV:

The following described real estate located on Grooms Lane in Caldwell County, Kentucky, which is more particularly bounded and described as follows:

Beginning at a stake on the south side of a road running thence with same North 81 West 83-1/4 poles to a stake; thence South 65-1/2 west 11 poles to a stake; thence North 61-3/4 west 13-1/4 poles to a stake; thence South 83 West 74-1/4 poles to a stake on side of road; thence leaving road south 28-1/2 East 159 poles to a stake; thence North 53-1/4 East 103-3/4 poles to a stake; thence North 54 West 9-1/4 poles to a stake; thence North 21 East 70 poles to the beginning, containing 97 acres more or less according to survey of Hughlett McDowell, dated in the year 1933.

All of the above (Tracts I – IV) being the same property conveyed to J. D. Watson and Debbie Jo Watson, husband and wife, by Deed dated October 13, 1987, of record in Deed Book 169, Page 160, in the Caldwell County Clerk's Office.

**PARCEL TWO:**

Beginning at a point approximately 500 ft. southwest of the intersection of Old Fredonia Rd. and Gill Rd. at the intersection of the center of a ditch with the northwest R/W of Gill Rd.; thence-N 82° 58' 08" W-1788.00 ft.; thence-N 83° 49' 08" W-172.00 ft.; thence-N 81° 03' 08" W-245.00 ft.; thence-N 02° 25' 52" E-1015.83 ft.; thence-N 71° 44' 52" E-1775.94 ft. to the west R/W of Old Fredonia Rd.; thence-southerly approximately 300 ft. along said R/W to the center of a ditch; thence-along the center of said ditch as follows: s 08° 37' 24" W-69.97 ft.; S 06° 58' 51" E-72.28 ft.; S 05° 24' 05" W-123.38 ft.; S 79° 48' 02" W-106.21 ft.; S 10° 17' 04" E-102.05 ft.; S 58° 03' 43" W-162.25 ft.; S 25° 11' 34" E-145.13 ft.; S 21° 47' 09" E-158.80 ft.; N 78° 46' 40" E-12.14 ft.; S 33° 35' 46" E-75.15 ft.; S 07° 21' 41" E-105.18 ft.; S 81° 13' 29" E-57.34 ft.; S 41° 55' 21" E-155.79 ft.; S 34° 49' 05" E-115.47 ft.; S 22° 38' 12" E-100.86 ft.; s 26° 03' 38" E-353.73 ft. to the intersection of the northwest R/W of Gill Rd.; thence-southwesterly along said R/W approximately 75 ft. to the point of beginning and containing 62 acres more or less.

Being the same property conveyed to Jefferson David Watson and Debra Jo Watson, husband and wife, by Deed dated May 14, 1999, of record in Deed Book 218, Page 385, in the Caldwell County Clerk's Office.

**PARCEL THREE:**

FIRST TRACT: Beginning at a stone with a forked willow and two sycamores marked as pointers, thence with the center of the Princeton and Fredonia road S. 53 E. 6 poles, thence S. 73 ½ E. 52 poles, S. 83 ½ E. 14 poles and 15 links to a stone in the center of the road said Williamson's line, thence with his line N. 19 ¼ E. 19 ½ poles to an oak stump corner to same, with same N. 4 ½ W. 11 poles and 17 links to a stone corner to same, with same N. 25 W. 37 poles and 5 links to a stone, thence S. 54 W. 72 poles and 20 links to the beginning containing 16 acres and 8 poles.

SECOND TRACT: Beginning at a double dogwood in the Blue line, running thence S. 78 ½ W. 33 poles to a stone in what was formerly W. D. Tinsley line, thence N. 27 W. 54 poles to a hickory with a dog wood and red oak pointers, thence S. 75 W. 104 poles to a stake standing in the center of the old Bethlehem road, thence S. 25 ¾ E. 115 poles and 3 links to a stone, thence S. 2 1/3 E. 12 poles to a sugar tree, thence S. 15 ½ W. 116 poles to a small red oak bush former corner of Z. J. Crider and L. S. Thompson Now Criders line, thence N. 70 E. 47 poles to a maple, thence N. 62 ¼ E. 153 poles to a stone, thence N. 25 W. 122 1/2 poles to the beginning. There is excepted from this last named 180 tract 75 acres, more or less, conveyed by Said Williamson to G. W. Gleen by deed dated Dec. 11<sup>1</sup> 1896, as of record in D. B. 16, Page 156, Caldwell County Clerk's Office. there is also excepted from this deed and the last named tract therein 4 acres 1 rood and 24 poles sold to Z. J. Crider by deed dated April 20, 1899, of record in D. B. 18, page 22, Caldwell Co. Clerk's Office. There is also excepted and not conveyed hereby an easement conveyed to Kentucky Utilities Co., dated May 11, 1926.



There is reserved and not conveyed by Minnie Dunn, et al, in deed lo W.P. Spickard, dated November 5, 1945, recorded in Deed Book 76, page 569, Caldwell County Court Clerk's office, 4 acres, more or less, which lies North of the LC. Rail road tracks, being all of the land across the said rail road on the North.

Being the same property conveyed to Jeff Watson and Debbie Watson, husband and wife, by Deed dated April 3, 2003, of record in Deed Book 238, Page 670, in the Caldwell County Clerk's Office.

**PARCEL IV:**

TRACT I:

A certain tract or parcel of land lying and being in Caldwell County, Kentucky, on road leading from Varmint Trace Road to Crider, containing 22 acres, more or less, and described as follows: Beginning at a black oak stump, Phil Hollowell now Winters corner, thence N. 42 E. 50 poles to sassafras; thence N. 48 W. 27 poles to stone; thence S. 46 W. 98 poles to stone; thence S. 32 E. 11 poles to stake; thence S. 42 W. 46 poles to stake in road; thence with road S. 52 E. 19 poles, N. 42 E. 102 poles to beginning.

TRACT II:

Two certain tracts, pieces or parcels of land lying and being in Caldwell County, Kentucky, described as follows:

First Tract: Beginning at a stone in center of Eddyville Road, near the creek, thence S. 40 W. 111 rods with said road; thence S. 45 E. 142 rods with the Dulaney and Crider Road to Phill Holloway's corner; thence N. 45 E. 46 rods with Holloway's line, to stone; thence N. 30 W. 11 rods to stone; thence N. 45 E. 101 Rods to a gatepost, in Francis line; thence N. 48 W. 34 rods to stone with apple tree pointer; thence N. 43 E. 40 rods to stone, on bank of creek; thence N. 40 W 3 ½ rods to stone; thence N. 89 W. 60 rods with Young's line to stone; thence N. 35 W. 10 rods to sassafras in Young's line; thence N. 88 ½ W. 63 rods to beginning , containing 135 acres, more or less.

Second Tract: A second tract of land situated in Caldwell County, Kentucky, on waters of Skinframe Creek and bounded as follows: Beginning at a rock situated in the Henry Allen and D. L. Bowers line, running thence in a West course to what is known as the James Smart corner where there is an old post oak stump and where it comes with Sarah Tinsley land; thence with Sarah Tinsley line in Northeast course to post oak tree in Henry Allen and D. L. Bowers line; thence in Southeast direction to beginning, containing 20 acres, more or less.

Being the same property conveyed to Jeff Watson and Debbie Watson, husband and wife, by Deed dated September 4, 2007, of record in Deed Book 266, Page 518, in the Caldwell County Clerk's Office.

AND

A tract of land in Caldwell County, Kentucky, lying 1.2 plus or minus miles southerly of Flynn's Ferry Road and Enon Road, and lying 8.0 plus or minus miles easterly of the City of Fredonia, Kentucky and better described as follows:

Note: Any monument described herein as a "5/8" iron pin set" is a 5/8" diameter rebar two feet in length with an orange plastic cap stamped JL Knoth PLS 3585. All bearings stated herein are based on unadjusted Kentucky Single zone state plane coordinates as taken from GPS observations onsite and is used for orientation and calculation purposes only.

Beginning at the southwest corner, an existing 1/2" iron pin found in the center of a 40' easement (Plat Cabinet 2 Slide 427), said pin being a common corner of the J. Todd and Karen Phelps property (Deed Book 310 Page 213) and the Jeff and Debbie Watson and Jessica M. Watson property (Deed Book 309 Page 614);

Thence, and with the center of the 40' easement and the Phelps line, N 05° 10' 56" E 351.70 feet to a 5/8" iron pin set in the center of a 40' easement;

Thence, and severing the property with a new line this day made, S 75° 07' 07" E 1343.33 feet to a 5/8" iron pin set in the west line of the Lucy Chandler Estate property (No Source Deed found, PVA Parcel # 24-12A);  
Thence, and with her line, S 16° 50' 41" W 478.83 feet to a 5/8" iron pin set, said pin being in the north line of the Jeff and Debbie Watson and Charles W. and Jessica M. Watson property (Deed Book 309 Page 614);

Thence, and with their line, N 69° 10' 47" W 1274.51 feet to the point of beginning containing 12.3336 acres and being a portion of Deed Book 309 Page 621 as surveyed by James L. Knoth Professional Land Surveyor No. 3585 on October 22, 2019.

But the property is subject to that portion of the 40' ingress and egress easement lying along the westerly line of the above described tract as shown on Plat Cabinet 2 Slide 427.

**SOURCE OF TITLE:**

Being a part of the same property conveyed to Jennifer Hyslop, by Deed of Conveyance from Nannette K. Morris, a single person, dated June 13, 2016 and recorded in Deed Book 309, Page 621, Caldwell County Clerk's Office.

AND

Property located in Caldwell County, Ky., on the North side of Otis-Sheridan Road, approximately 1.0 mile West of Ky. Hwy. 139.

Beginning at an Iron pin (Set), in the North right of way of Otis-Sheridan Road, Iron pin being a common corner between Jeff Watson and P. L. Perkins Property; Thence North 40 degrees 00 minutes 40 seconds West leaving said right of way with Jeff Watson Property 1,122.00 feet to an Iron pin (Set); Thence South 88 degrees 20 minutes 45 seconds East with another line of Watson Property and a line of Boyce Crowder Property 660.00 feet to an Iron pin (Set); Thence South 42 degrees 00 minutes 00 seconds East with another line of Boyce Crowder Property 775.50 feet to an Iron pin (Set) in the North right of way of Otis-Sheridan Road; Thence South 60 degrees 00 minute 00 seconds West with said right of way 528.00 feet to the beginning.

Being the same property conveyed from The Heirs at Law of P. L. Perkins, now deceased, to J. D. Watson and Debra Watson, husband and wife by Deed of Conveyance dated January 18, 2005, which was filed in Deed Book 251 at Page 58 on January 18, 2005, in the Office of the County Recorder of Caldwell County, Kentucky;

AND

TRACT I - A certain tract of land situated and being in Caldwell County, Kentucky, on waters of Donaldson Creek containing 76 acres, more or less, and is same land conveyed to said J. H. Brown by W. M. Brown & wife by deed dated July 16, 1895, recorded in Caldwell County Court Clerk's office in D. B. #14 page 378, which deed is made a part hereof and to which reference is here made for further information on particulars concerning said land by metes, bounds or otherwise. (Description copied from old deed and draftsman assumes no responsibility for accuracy of same.)

AND

TRACT II - A certain tract, piece or parcel of land lying and being in Caldwell County, Kentucky, on waters of Donaldson Creek and known and bounded as follows - On South by lands of T. M. Nelson, on East by J. W. McNeely, on North by Urie



**Williamson, on West by Elliott Jones and containing 15 acres, more or less.  
(Description copied from old deed and draftsman assumes no responsibility for  
the accuracy of same.)**

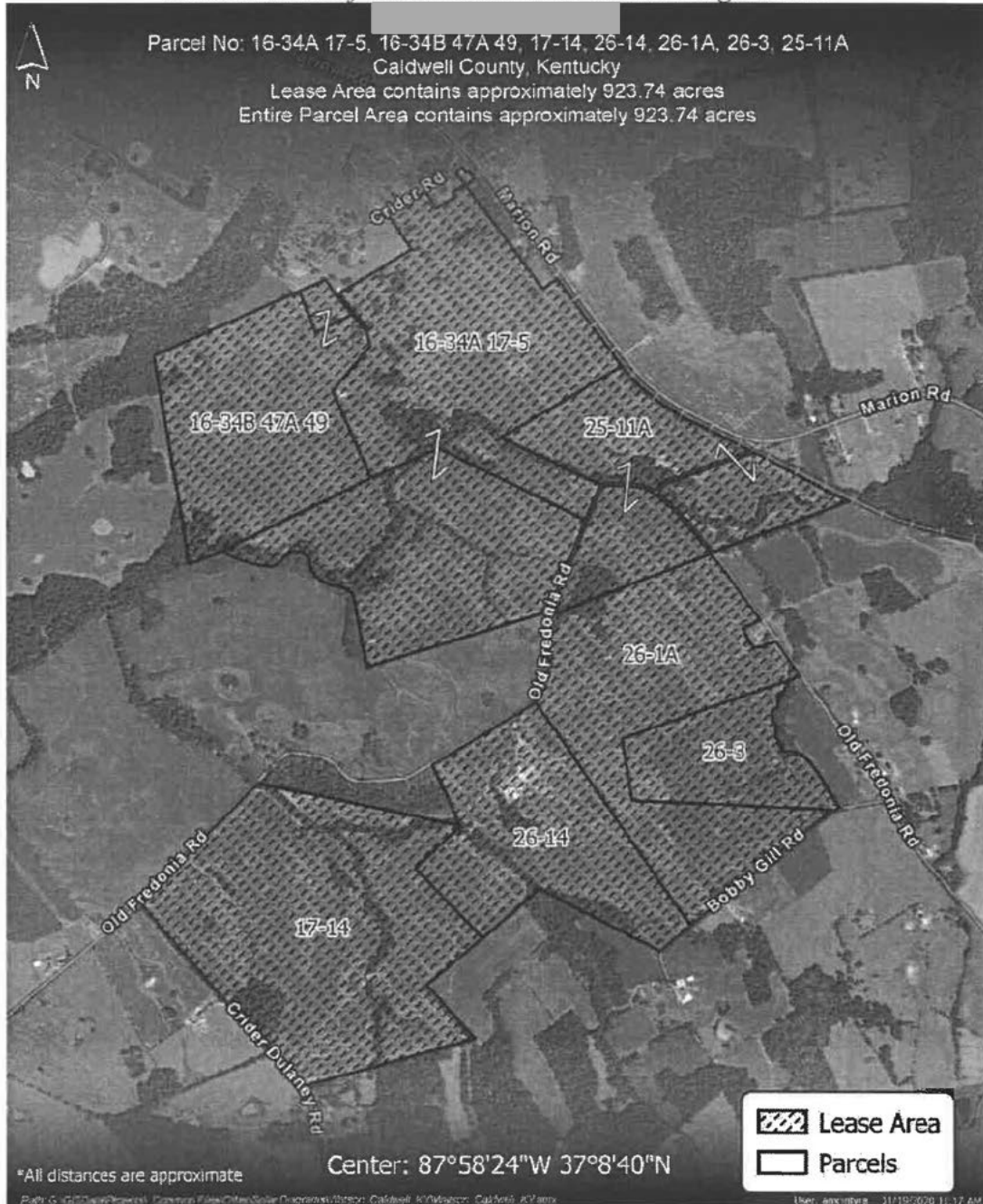
Being the same property conveyed from the Last Will and Testament of H. J. Watson to J. D. Watson, which was recorded on September 19, 1989 in Will Book O at Pages 687-692, in the office of the Recorder of Deeds for Caldwell County, Kentucky.

**The Property contains approximately 1.038.01 acres.**

**EXHIBIT A-1  
TO MEMORANDUM**

**SITE PLAN**

*The Site Plan may be supplemented or revised by Lessee in accordance with Lessee's right to reduce the size of the Premises under the Lease Agreement.*



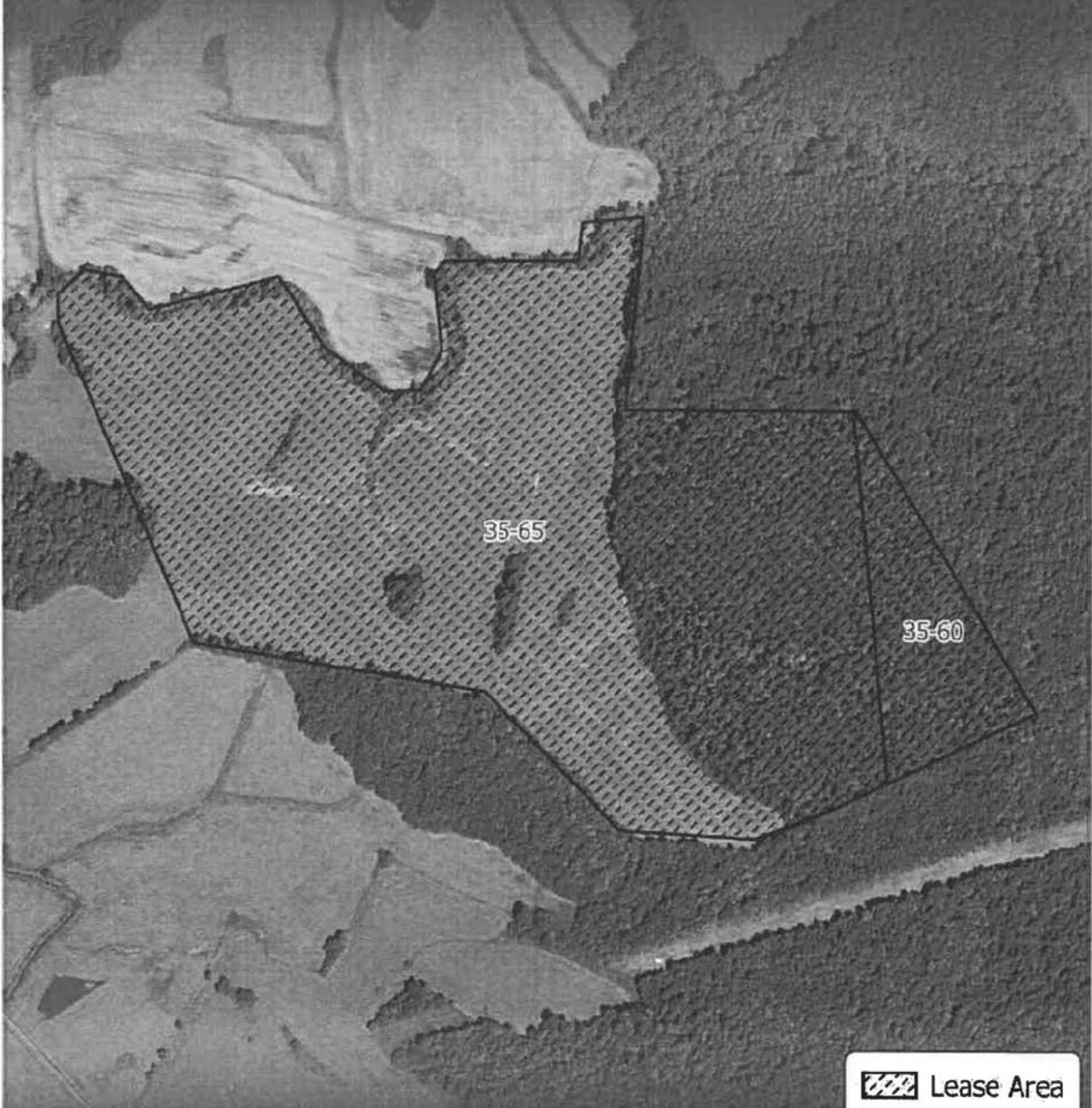




Parcel No. 35-60, 35-65

Caldwell County, Kentucky

Lease Area contains approximately 101.947 acres

Entire Parcel Area contains approximately 101.947 acres



	Lease Area
	Parcels

\*All distances are approximate

Center: 87°55'55"W 37°11'N

Path: G:\GISData\Projects\1\_Cannon Files\Other\Solar Diagrams\Watson\_Caldwell\_KY\WatsonSeldon\_Caldwell\_KY.aprx

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Parcel No: 24-3D  
Caldwell County, Kentucky  
Lease Area contains approximately 12.33 acres  
Entire Parcel Area contains approximately 12.33 acres



\*All distances are approximate

Center: 87°56'49"W 37°11'58"N

	Parcels
	Lease Area

Path: G:\GISData\Projects\Common Files\Other\Solar Diagrams\Watson\_Caldwell\_KY\Watson\_Caldwell\_KY\_24\_3D.aprx

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**MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT**

THIS MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT (“Memorandum of Lease”) is entered into this 12<sup>th</sup> day of MAY, 2021, by \_\_\_\_\_ and \_\_\_\_\_ between \_\_\_\_\_

(insert marital status and name of spouse, if any)

whose address is: \_\_\_\_\_ (“Lessor”) and Caldwell Solar, LLC, a Delaware 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 Caldwell, 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 MAY 12, 2021 (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 11<sup>th</sup> day of MAY, 2026 (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 MAY 12, 2021 (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 Agreement 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 Agreement, 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 Agreement, or any right or interest in this Lease Agreement, 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 Agreement; (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 Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease Agreement to the assignee or transferee, in which event Lessee shall have no continuing liability.



4. Lessee reserves the right to reduce the size of the Premises, at any time and from time to time during the Term, to that amount of acreage needed for commercial solar energy purposes, as described herein, to be selected and further identified with a revised Site Plan, at any time and from time to time, all at Lessee's sole discretion. Upon Lessee's exercise of its right to reduce the size of the Premises, all reference to Premises in the Lease Agreement and this Memorandum of Lease shall refer to the Premises as may be modified by Lessee's subsequent revised Site Plan(s), if any, which revised Site Plan(s) shall replace the Site Plan attached to the Lease Agreement as Exhibit A-1 and attached to this Memorandum of Lease as Exhibit A-1, and may be recorded by Lessee in the real property records of the county in which the Property is located. If requested by Lessee in a written notice to Lessor, Lessor and Lessee shall promptly execute an amendment to the Lease Agreement and this Memorandum of Lease in recordable form to replace the Site Plan with any such revised Site Plan(s), and any such amendment may be recorded in the real property records of the county in which the Property is located.

5. 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.

6. 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.

7. 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 Caldwell )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of  
May 2021, by \_\_\_\_\_  
*(insert name of spouse, if any, and marital status)*

[Signature]  
(Signature of person taking acknowledgment)

(Title or Rank): Notary

(Serial number, if any): 597442



This instrument prepared  
by and return to:  
Real Estate Department  
c/o National Grid Renewables Development, LLC  
8400 Normandale Lake Blvd, Suite 1200  
Bloomington, MN 55437  
By: [Signature]  
Laura Vaughan, Senior Director of Real Estate



**EXHIBIT A  
TO MEMORANDUM**

**DESCRIPTION OF PROPERTY**

**Tax Parcel No(s): 102683, 107387**

All the following tracts or parcels of land, situated in the County of Caldwell, State of Kentucky, more particularly described as follows:

Two certain tracts, pieces or parcels of land lying and being in Caldwell County, Kentucky, on the waters of Skinframe Creek, described as follows, to-wit:

FIRST TRACT: Beginning at a stone on a ridge Southwest of the Sills house, and the old, or corner of the George survey, running thence N. 33 W. 80 poles to a stake in the old line; thence N. 72-45 E. 137 1/2 poles to a small hickory with several pointers in Craig's line; thence S. 3 W. 15 1/2 poles to a stone with black oak pointers, and in or near a branch; thence S. 28 E. 20 poles to a stone in Craig's old line; thence S. 53 W. 125 poles to the beginning, containing 45 acres, more or less.

SECOND TRACT: Beginning at a stake in the yard of a cabin out towards Mrs. Thomson's and nearly North from the cabin, thence S. 51 W. 10 poles to a stake in a line of Lot No. 1; thence with said line S. 47 1/2 W. 25 1/2 poles to a stake, the 3rd corner of Lot No. 1, thence S. 31 1/2 E. 113 3/5 poles to a stake in Thomson's line, the 3rd corner of Lot No. 3; thence with said line N. 72 E. 46 poles to a stake on the South side of a road with two post oak and black oak pointers; thence N. 23 W. 39 2/5 poles to the beginning, containing 32 1/4 acres, more or less,

**Source of Title:**

Being the same property conveyed to William E. Jones, by Deed of Conveyance from David Flanary and Louise C. Flanary, husband and wife, dated December 6th, 2007, and recorded on December 06, 2007 in Deed Book 268 and Page 96 in the Caldwell County Clerk's Office.

**AND**

**TRACT I:**

A tract of land in Caldwell County, Kentucky, approximately 4 miles northwesterly from Princeton and approximately 2000 feet northerly from West Kentucky Parkway, approximately 4600 feet southerly from Pleasant Grove Church and more particularly described as follows:

Beginning at a wood tie post, across the road in front of the Corley house, on the east side of a lane, corner to Flanery, at approximate elevation of 610, it's coordinates being approximately X=1,355,300, Y=295,900; thence with same Flanery as follows: North 57° 57' East 2112.00 feet to a wood tie post; North 17° 30' West 330.00 feet to a steel post; North 01° 00' West 284.96 feet to a stake at the corner of a Country Road; thence leaving Flanery and with same road North 13° 50' East 272.25 feet to a stake in the center of a side road lane; corner to subject owner; thence with the center of same lane and severing lands of subject owner South 25° 25' East 208.40 feet to a stake; South 30° 00' East 561.00 feet; South 07° 10' East 178.50 feet; South 25° 55' East 643.50 feet; South 08° 00' East 428.25 feet to a steel post at the end of the lane; thence still severing lands of subject owner South 89° 50' East 330.00 feet to a stone by a tobacco barn; South 73° 20' East 346.50 feet to a

steel post, corner to McGowan; thence with same McGowan and a fence as follows; South 77° 30' East 416.50 feet; North 78° 20' East 416.63 feet to a post, corner to Tidus Scott; thence with same Scott, Myrtle McGowan and Hercolese McGowan and an old fence South 05° 45' East 1963.50 feet to a stone corner to Jim Winters; thence with an old fence on the North side of an old woods road and same Winters as follows; South 74° 01' West 252.45 feet to a post; South 70° 42' West 378.18 feet to a post; South 82° 48' West 290.40 feet; South 46° 25' West passing Winters corner and with Lewis 230.18 feet; thence with aforesaid fence on the north side of woods road North 88° 52' West 194.54 feet; North 82° 05' West 148.50 feet; South 70° 31' West 290.40 feet; North 78° 01' West 396.00 feet to a stone; thence crossing Lewis's line and with Don Hancock South 60° 47' West 223.00 feet to a steel post; thence with same Hancock South 75° 05' West 1056.00 feet to a steel pin near a Hickory Tree at the end of a lane; thence with the east side of same lane North 16° 50' West 3139.95 feet to the point of beginning, containing two hundred fifty-five and fifty-four hundredths (255.54) acres, more or less. This description according to survey by Ralph Paris KLS 930 dated August 3, 1982.

LESS AND EXCEPT: 1 acre, more or less, which consists of old Craig family graveyard, said graveyard having been reserved by Margaret J. Craig and S. Elizabeth Dorroh by deed recorded in Deed Book 265, page 414, Caldwell County Clerk's Office.

**Source of Title:**

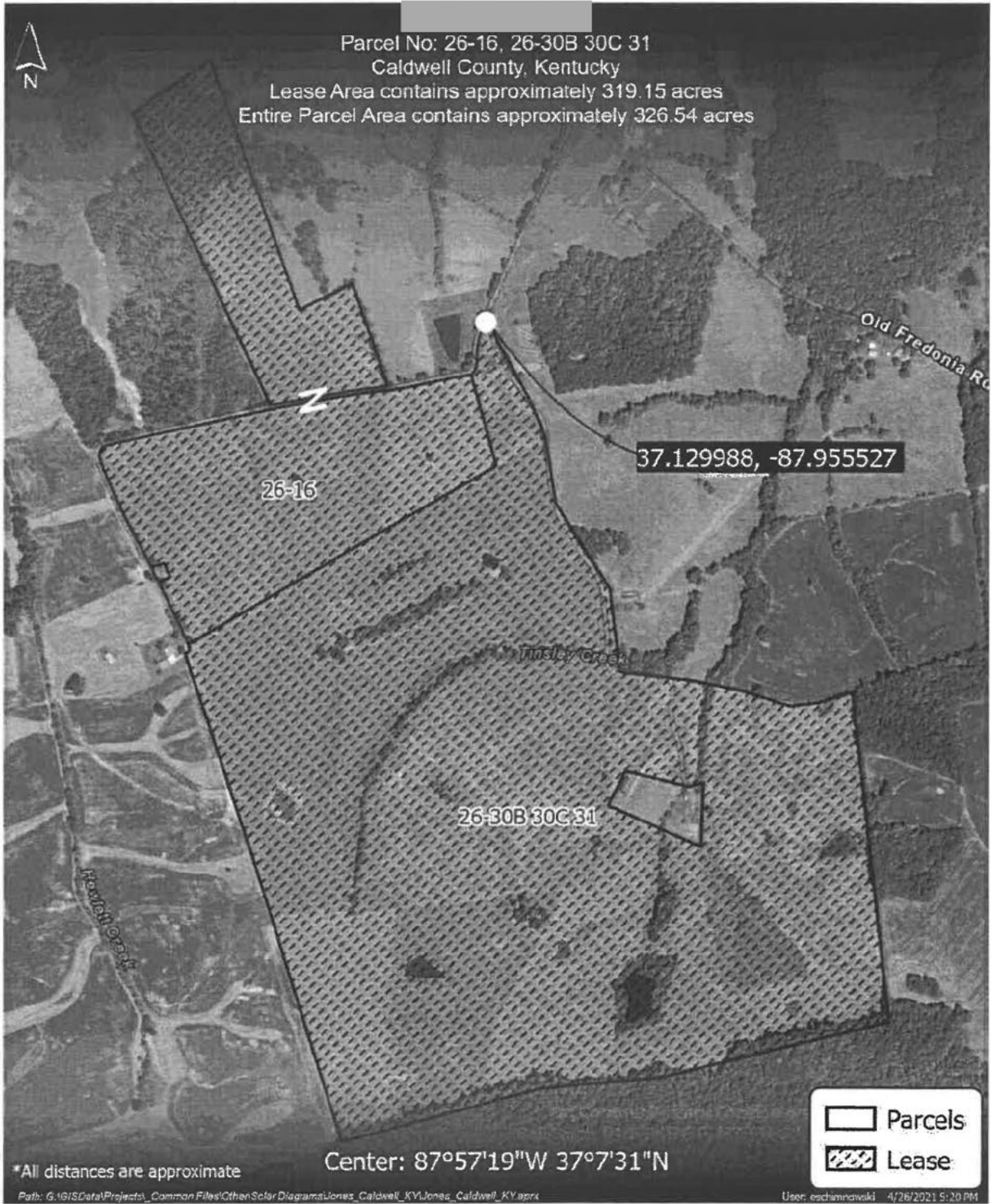
Being the same property conveyed to William E. Jones, by Deed of Conveyance from John Fitzgerald and Melissa Fitzgerald, husband and wife, dated July 16<sup>th</sup>, 1996, and recorded on July 17, 1996 in Deed Book 204 and Page 637 in the Caldwell County Clerk's Office.

**The Property contains approximately 326.54 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 12<sup>th</sup> day of MAY, 2021 by and between [REDACTED], whose address is: [REDACTED] (“**Lessor**”) and Caldwell Solar, LLC, a Delaware 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 Caldwell 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 MAY 12, 2021 (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 11<sup>th</sup> day of MAY, 2026 (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 May 12, 2021 (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 Agreement 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 Agreement, 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 Agreement, or any right or interest in this Lease Agreement, 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 Agreement; (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 Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under the Lease Agreement to the assignee or transferee, in which event Lessee shall have no continuing liability.

4. Lessee reserves the right to reduce the size of the Premises, at any time and from time to time during the Term, to that amount of acreage needed for commercial solar energy



purposes, as described herein, to be selected and further identified with a revised Site Plan, at any time and from time to time, all at Lessee's sole discretion. Upon Lessee's exercise of its right to reduce the size of the Premises, all reference to Premises in the Lease Agreement and this Memorandum of Lease shall refer to the Premises as may be modified by Lessee's subsequent revised Site Plan(s), if any, which revised Site Plan(s) shall replace the Site Plan attached to the Lease Agreement as Exhibit A-1 and attached to this Memorandum of Lease as Exhibit A-1, and may be recorded by Lessee in the real property records of the county in which the Property is located. If requested by Lessee in a written notice to Lessor, Lessor and Lessee shall promptly execute an amendment to the Lease Agreement and this Memorandum of Lease in recordable form to replace the Site Plan with any such revised Site Plan(s), and any such amendment may be recorded in the real property records of the county in which the Property is located.

5. 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.

6. 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.

7. 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 Caldwell ) ss.

The foregoing instrument was acknowledged before me this 12 day of May 2021, by \_\_\_\_\_

Shawn Fagin  
(Signature of person taking acknowledgment)

(Title or Rank): Notary

(Serial number, if any): 612017

This instrument prepared  
by and return to:  
Real Estate Department  
c/o National Grid Renewables Development, LLC  
8400 Normandale Lake Blvd, Suite 1200  
Bloomington, MN 55437  
By: Laura Vaughan  
Laura Vaughan, Senior Director of Real Estate





**EXHIBIT A  
TO MEMORANDUM**

**DESCRIPTION OF PROPERTY**

**Tax Parcel No(s): 26-15 15A, 26-17A**

All the following tracts or parcels of land, situated in the County of Caldwell, State of Kentucky more particularly described as follows:

Tract No. 1: A certain tract, piece or parcel of land situated and lying and being in Caldwell County, Kentucky,

on the waters of Skinframe Creek and bounded as follows:

Beginning at a stone near a black gum, running thence N. 65 W. 80 poles to a stake in Grooms field; thence S. 65 W. 15 poles to a stake on the bank of a branch; thence S. 45 W. 90 poles to a post oak; thence N.  $4\frac{3}{4}$  E. 103 poles to a stone in Gorge's line, with a post oak and two black oak pointers; thence N.  $31\frac{1}{2}$  W.  $96\frac{1}{5}$  poles to the beginning, containing  $127\frac{1}{2}$  acres, more or less.

Being the same property conveyed to Nannie Groves by Deed from J. E. Corley and Mrs. Nellie Corley, his wife, dated December 18, 1943, and recorded in Deed Book 73, page 610, in the office of the County Court Clerk of Caldwell County, Kentucky.

Tract No. 2: Beginning at a stone in the original line next to Lee Moore's the third corner of Lot No. 2; thence N.  $58\frac{1}{2}$  E. 65 poles to a stake, a second corner of Lot No. 2; thence S.  $31\frac{1}{2}$  E.  $93\frac{3}{5}$  poles to a stake in Thompson's line; thence with said line S. 92 W. 67 poles to a stone; thence N.  $31\frac{1}{2}$  W.  $79\frac{4}{5}$  poles to the beginning, containing  $35\frac{1}{4}$  acres, more or less.

Tract No. 3: Beginning at a stake in original Northeast line, second corner to Lot No. 1; thence S.  $31\frac{1}{2}$  E.  $92\frac{1}{5}$  poles to a stake; thence S.  $58\frac{1}{2}$  W. 65 poles to a stake in original line; thence  $74\frac{1}{5}$  poles to a stone and black gum; thence N.  $44\frac{1}{2}$  E.  $67\frac{1}{2}$  poles to the beginning, containing  $33\frac{3}{4}$  acres.

Source of Title: The above tract was conveyed by Deed dated November 9, 1979 from Claude Groves and Nannie Groves, his wife, to Robert L. Gill and Beverly Ann Gill, his wife, as recorded in the official records of Caldwell County, Kentucky, on September 28<sup>th</sup>, 1979, in Book 150, at Page 28.

**AND**

A certain tract, piece or parcel of land, lying and being in the County of Caldwell and State of Kentucky, about 4-1/2 miles from the town of Princeton on Fredonia Road, and which is more particularly bounded and described as follows:

Beginning at (1) a black oak and stone on the side of the road, thence S. 47 E. 41 3/4 poles to (2) a stone at mouth of lane; thence S. 18 3/4 W. 91 poles to (3) a stake; thence S. 1 E. 12 poles to (4) poles to a stump of white oak corner, also corner to lands of A. S. Young; thence S. 74 W. 31 3/4 poles to (5) a stake Thompson's corner two post oaks as pointers (down); thence N. 21 3/4 W. 40 1/4 poles to (6) a stake; thence S. 53 3/4 W. 10 poles to (7) a stake; thence N. 39 W. 95 poles to (8) a stake; thence S. 50 W. 23 poles to (9) a stake; thence N. 29 W. 71 1/2 poles to (10) a stone on side of road; thence N. 45 3/4 E. 58 1/2 poles, same course 23 poles to (11) a stake in branch; thence N. 74 1/2 E. 28 3/4 poles to (12) a hickory; thence S. 44 E. 114 poles to (1) the beginning, containing 127 1/4 acres, more or less subject to all off conveyances of record.

**EXCEPTED HEREFROM AND NOT CONVEYED HEREIN** is that certain tract or parcel of property described below:

A tract of land in Caldwell County, Kentucky, located on the southwesterly side of the Old Fredonia Road and is designated as 4051 Old Fredonia Road, bounded on the southeast, the southwest and the northwest by the remainder of the Doom property and the Old Fredonia Road along the northeast side and is more particularly described as follows:

Beginning at 1/2 inch steel concrete reinforcing bar set in concrete (found) being in a fence row on the southwesterly side of the Old Fredonia Road approximately 1,131 feet northwest of the intersection of the northwesterly boundary of the Craig Cemetery Road with the southwesterly boundary of the Old Fredonia Road; thence severing a portion of the Doom Farm

1. S 30 degrees 48'54" W 281.28 feet to a 1/2 inch rebar set in concrete (found) in a fence corner; thence generally following an existing fence
2. S 49 degrees 42'33" W 76.82 feet to a 1/2 inch rebar set in concrete (found); thence continuing to sever a portion of the Doom farm
3. N 46 degrees 58'35" W 252.09 feet to a 1/2 inch rebar set in concrete (found); thence
4. N 65 degrees 43'30" E 365.45 feet to a 1/2 inch rebar set in concrete (found) in a fence corner in the apparent southwesterly right-of-way (R/W) line of the Old Fredonia Road; thence following the apparent R/W line of the Old Fredonia Road
5. S 60 degrees 03'59" E 62.13 feet to a 1/2 inch rebar set in concrete (found) the True Point of Beginning

Source of Title: The above tract was conveyed by General Warranty Deed dated September 1, 1993 from Charles B. Doom and Elizabeth G. Doom to Robert L. Gill and Beverly Ann Gill, husband and wife, as recorded in the official records of Caldwell County, Kentucky, on September 2<sup>nd</sup> 1993, in Book 191, at Page 98.

**The Property contains approximately 324.6 acres, more or less.**

**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 9<sup>th</sup> day of January, 2020 by and between [REDACTED] whose address is: [REDACTED] (“**Lessor**”) and Caldwell 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 Caldwell, 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 9<sup>th</sup>, 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 9<sup>th</sup> 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 9<sup>th</sup>, 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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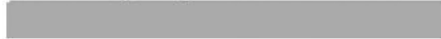


LESSOR SIGNATURE PAGE



STATE OF KENTUCKY )  
 ) ss.  
COUNTY OF Marshall )

The foregoing instrument was acknowledged before me this 19th day of Dec., 2019, by



Sarah Warnick

(Signature of person taking acknowledgment)

(Title or Rank): Notary Public

(Serial number, if any): 605778

Sarah Warnick, Notary Public  
State At Large, Kentucky  
My Commission Expires: 7/30/2022  
Notary ID: 605778

This instrument prepared  
by and return to:  
Caldwell 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.: 16-25A & 17-6**

Being a portion of the same property conveyed from William Phelps and Marion J. Phelps, husband and wife to James C. Driskill by Deed of Conveyance dated April 22, 1998 and recorded on April 22<sup>nd</sup>, 1998 at Deed Book 212 on Page 304 in the office of the County Clerk for Caldwell County, Kentucky.

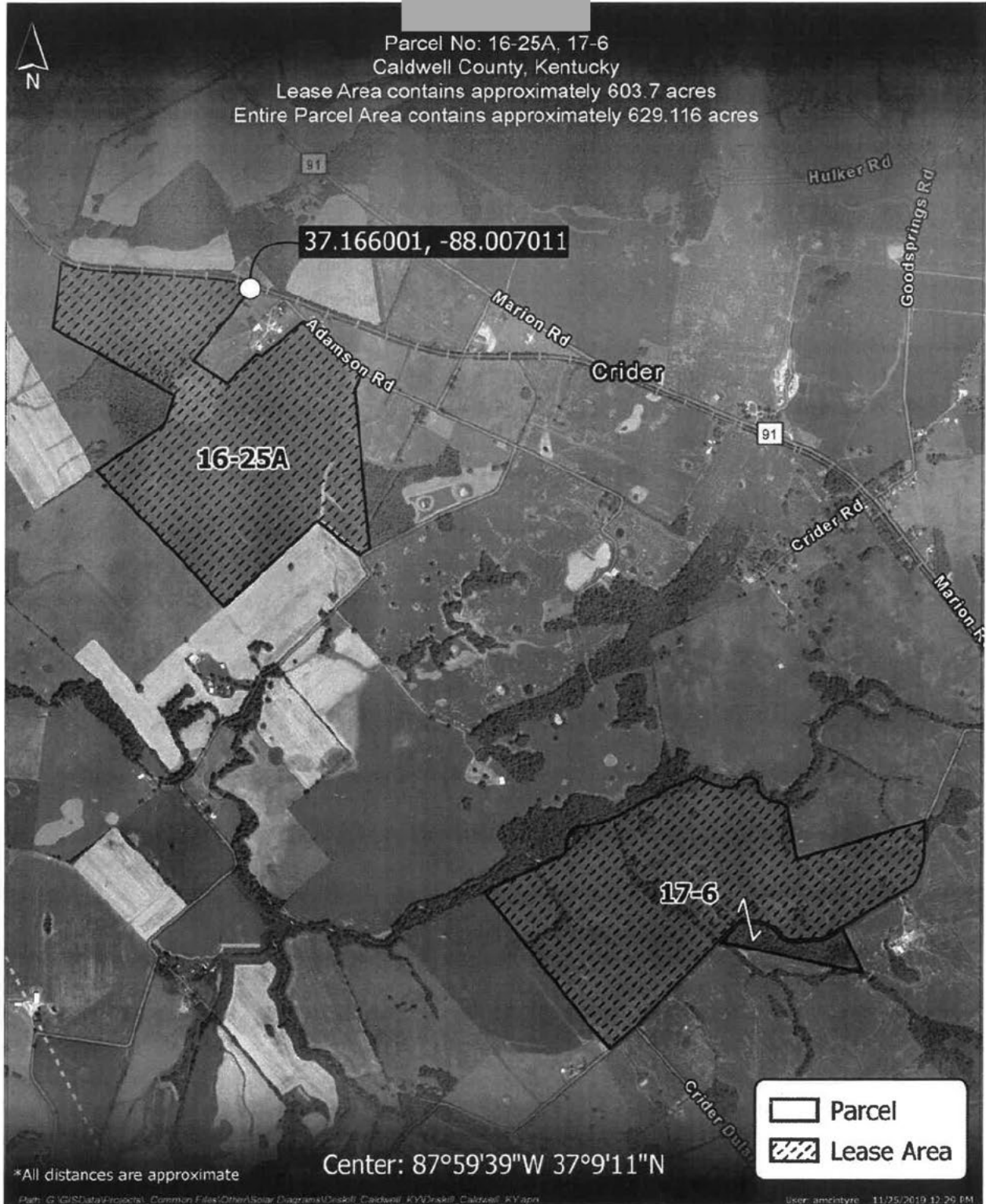
AND

Being a portion of the same property conveyed from Dr. Robert G. McCrory and Linda L. McCrory, husband and wife to James C. Driskill, single, by Deed dated January 3, 1997 and recorded on January 7, 1997 at Deed Book 206 on Page 557 in the office of the County Clerk for Caldwell County, Kentucky.

**The parcels contain 629.116 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 3 day of February, 2020 by and between [REDACTED] whose address is: [REDACTED] whose address is [REDACTED] (“**Lessor**”) and Caldwell 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 Caldwell, 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 3, 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 2 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 3, 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



\_\_\_\_\_ X \_\_\_\_\_

STATE OF KENTUCKY )  
 ) ss.  
COUNTY OF Caldwell )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of January, ~~2019~~, by \_\_\_\_\_, 2020

Clarice McDowell  
(Signature of person taking acknowledgment)  
(Title or Rank): Notary Public  
(Serial number, if any): 473022

STATE OF KENTUCKY )  
 ) ss.  
COUNTY OF Caldwell )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of January, ~~2019~~, 2020 by \_\_\_\_\_.  
(Insert name of spouse, if any, and marital status)

Clair McDowell  
(Signature of person taking acknowledgment)  
(Title or Rank): Notary Public  
(Serial number, if any): 473022

This instrument prepared  
by and return to:  
Caldwell 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.:** 16-14, 16-15D, 16-21, 16-51, 17-4

Being a portion of the same property conveyed from William Ralph Clift and Judith Bennett Clift, his wife to William R. Clift, II, a married person and Sandra C. Haberlock, a single person by Deed dated April 11<sup>th</sup>, 2019 and recorded on April 11<sup>th</sup>, 2019 at Book 323 Page 635 in the office of the County Clerk for Caldwell County, Kentucky.

**The parcels approximately contain 691.2 acres more or less.**

**EXHIBIT A-1  
TO MEMORANDUM**

**SITE PLAN**

