

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 1:

Provide the number of miles between the proposed Blue Moon Energy Solar Project and the Bluebird Solar Project (Bluebird Project), Case No. 2021-00141, currently pending before a siting board.

Response No. 1:

Approximately 6.5 miles from the eastern Blue Moon Energy Solar Project (Blue Moon) boundary to the western Bluebird Solar Project Boundary. Note that the Blue Moon Project is on the east side of Cynthiana and Bluebird Project is on the western side of Cynthiana.

Responding Witness: Kathryn Garcia

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 2:

Explain any overlaps in the projected construction schedules of the two different projects.

Response No. 2:

According to the Bluebird Interconnection Services (ISA) agreement, their anticipated Commercial Operation date is 6/1/2023. However, the ISA was put into suspension on 3/2/2022, so it is unclear when they anticipate starting and finishing construction. Blue Moon is currently targeting the second half of 2023 to start construction with completion in mid-2024.

Responding Witness: Jayce Walker, Kathryn Garcia

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 3:

Describe the potential for cumulative effects on traffic and roadways from construction activities of the two projects, and any steps planned to minimize this.

Response No. 3:

Because of the unknown Bluebird construction schedule, the distance between the two projects, and that they are located on opposite sides of Cynthiana, it is unlikely that there would be any cumulative impact on traffic or roadways. Construction worker traffic would most likely originate from Georgetown heading north on HWY62, From Paris or Centerville and north on Russell Cave Road, or from Cynthiana going south on HWY62. Construction traffic is not likely to overlap to a degree that would affect level of service status on HWY62 determined by the independent reports. Blue Moon construction traffic is expected to be focused on HWY32 East/West, HWY27 North/South, and North/South on Ruddles Mill Road, all east of the Bluebird proposed project. The Blue Moon traffic study analyzed KY 392, KY 32, and KY 1940 as road segments potentially to be utilized during construction. The study concluded that the project would result in less-than-significant transportation impacts. Contractors are encouraged to carpool which would help to reduce the vehicular footprint at the site.

Responding Witness: Chad Martin, Kathryn Garcia

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 4:

Describe the potential for cumulative noise effects resulting from the construction activities of the two projects.

Response No. 4:

Noise studies indicate that construction noise would dissipate to a point below ambient day and nighttime levels within 1,000ft of the project area. The Bluebird project is over 6 miles away and therefore, there would be no cumulative effects.

Responding Witness: Chad Martin

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 5:

Describe the potential for cumulative effects on property values and land uses from the operation of the two projects.

Response No. 5:

Because of the distance between the two projects, and that they are located on opposite sides of Cynthiana, it is highly unlikely that any one property would be impacted by both projects.

Responding Witness: Chad Martin

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 6:

Describe what steps have been taken, or will be taken, to communicate with the applicants in the Bluebird project to coordinate to avoid potential detrimental effects referenced in Items 1-5 above.

Response No. 6:

Blue Moon has not communicated with the applicant of the Bluebird project. There are no anticipated cumulative detrimental effects from construction schedules, traffic, noise, or property values. If there is more clarity on the construction schedule of the Bluebird project and the construction schedule with the Blue Moon project overlaps, Blue Moon would coordinate with the Bluebird project to minimize any potential impacts that might arise from the overlap in schedules.

Responding Witness: Jayce Walker, Kathryn Garcia

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 7:

Submit a copy of the leases or purchase agreements, including options, separate agreements or deeds, which Blue Moon energy has entered into in connection with the footprint for the proposed solar facility, including the agreements for each of the parcels of the Blue Moon Energy Solar Project (Project). To the extent that these documents will be provided under a petition for confidential treatment, provide the unredacted copies of each agreement under seal of confidentiality.

Response No. 7:

Attached please find memorandums of lease options for the subject property. These memorandums are signed by all relevant parties and demonstrate the applicant's control over the property identified as the project footprint. Further, these memoranda provide the site description and identify the landowner. Unredacted copies of lease and option agreements are being provided under seal along with a Motion for Confidential Protection.

Responding Witness: Jayce Walker

WHEN RECORDED RETURN TO:

BLUE MOON SOLAR LLC  
c/o Geenex Solar  
7804-C Fairview Rd. #257  
Charlotte, NC 28226  
Attention: Walter Putnam

LODGED FOR RECORD  
HARRISON COUNTY CLERK

MAR 02 2022

TIME 1:56pm  
LINDA S. BARNES  
CLERK HARRISON CO.

### MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this 3rd day of May, 2021, by and between **JAMES O. MCKEE** and his spouse, **SHIRLEY H. MCKEE** (collectively "Landlord"), and **BLUE MOON SOLAR LLC**, a Kentucky limited liability company ("Tenant") with its primary place of business located at 7804-C Fairview Road, #257, Charlotte, NC 28226.

1. Landlord and Tenant entered into that certain Solar Ground Lease Agreement dated January 22, 2018, which agreement was amended by First Amendment to Solar Ground Lease Agreement of even date herewith (collectively, the "Lease"), pertaining to a portion of the land located in Harrison County, Kentucky more fully described in **Exhibit A** attached hereto (the "Land"). In the Lease, Landlord leased to Tenant approximately 82 acres of the Land in the area generally depicted on **Exhibit B** attached hereto, together with all improvements, fixtures, personal property and trade fixtures located thereon, and all other appurtenances, tenements, hereditaments, rights and easements pertaining thereto now or in the future located thereon (collectively, the "Premises").
2. The term of the Lease commenced on January 22, 2018 and it shall expire 240 months after the Rent Commencement Date, subject to the extensions described below. Pursuant to the Lease, the "Rent Commencement Date" is the earlier of (i) December 31, 2020 or (ii) the date that the solar farm constructed by Tenant on the Premises achieves commercial operation and is delivering electricity to the applicable utility (such date being the commercial operation date as determined by any applicable agreement between Tenant and the utility), subject to extension of the Rent Commencement Date until December 31, 2023 as provided in the Lease.
3. The Lease has four (4) renewal terms of five (5) years each.
4. Tenant shall be entitled to use the Premises for operation of a solar photovoltaic power array for the generation of electric power and ancillary and associated uses.
5. The Lease includes non-exclusive easements in favor of Tenant for ingress and egress, transmission lines, collection lines, and data and telecommunications lines, and related facilities and improvements, on, above, under and across Landlord's



Adjacent Property, which is defined as all or any portion of the Released Premises, as that term is defined in the Lease.

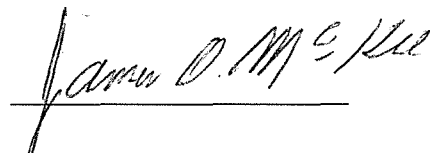
6. In the Lease Landlord waived the lien granted under Kentucky Revised Statutes §383.070 as to any personal property of Tenant or any sublessee under any sublease claiming under Tenant located on the Premises.
7. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.
8. This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

*[Signature pages follow]*

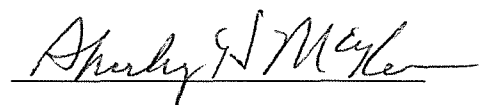
**IN WITNESS WHEREOF**, the parties have executed this Memorandum as of the date first above written.

**LANDLORD:**

JAMES O. MCKEE

A handwritten signature in cursive script, reading "James O. McKee", written over a horizontal line.

SHIRLEY H. MCKEE

A handwritten signature in cursive script, reading "Shirley H. McKee", written over a horizontal line.

STATE OF Kentucky )  
 ) ss.  
COUNTY OF Harrison )

On 5/3, 2021, before me, RUSSELLE THOMPSON, a Notary Public in and for said state, personally appeared JAMES O. MCKEE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Russelle Thompson  
Notary Public in and for said State

STATE OF Kentucky )  
 ) ss.  
COUNTY OF Harrison )

On 5/3, 2021, before me, RUSSELLE THOMPSON, a Notary Public in and for said state, personally appeared SHIRLEY H. MCKEE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Russelle Thompson  
Notary Public in and for said State





## Exhibit A

Tax ID: 117-0000-022-00-000

### TRACT 1:

BEGINNING at a post at #1, now corner to Jim McKee; thence with three of his lines, N. ½ W. 9.92 chs. to a post at #2; N. 4, E. 10.83 chs. to a Locust snap at #3; N. 5-1/2 W. 92 links to a post at #4, corner to Hehr and Miles McKee; thence with two of their lines S. 86-1/2 E. 2.45 chs. to a post at #5; N. 4, E. 21.14 chs. to a post at #6; thence S. 84-1/2 E. 19.92 chs. to a post at #7, corner to Floy McKee; thence with his line, S. 3 W. 36.04 to a stake at #8 in line to George McKee; thence with a newly made division line S. 78 W. 23.00 chs. to the beginning, containing 83.97.

The parties of the third part have the use and enjoyment of a certain 12 foot right of way through the lands formerly owned by Julian McKee and formerly owned by Leslie McKee, as it is presently maintained, operated, and used by the parties of the third part in going from the Old Lair Pike to the lands herein conveyed; and with the further understanding that the party of the third part will pay for 1/3 of the maintenance of the road way and that cattle gates may be used instead of the usual erected gates, not to exceed 5 in number and too, if the parties of the third part should ever desire a cattle gate at the point of entrance to their farm, then the same shall be built and maintained at their own expense.

### TRACT 2:

BEGINNING at a point in center of Old Lair Pike at "A" in plat; thence with McKee's line S. 86 20 E. 51.13 chs. to a post; thence N. 2 1/4 E. 9.87 chs; thence N. 4 3/4 E. 83 links to a stake; thence N. 86 20 W. 25.78 chs. to a stone; thence N. 5 1/4 E. 3 chs. to a stake; thence N. 86 20 W 23.42 chains to a point in center of the pike, the line passing through a point 42 links from N.W. corner of barn and also through an elm tree at pike; thence with pike, S. 3 ½ W 3.67 chains; thence S. 10 3/4 W. 5 chs; S. 16 ½ W. 5.03 chs. to the beginning, containing 60 acres.

Less and except the following described parcel which was conveyed by Hattie J. McKee to James O. McKee, etc. by deed dated November 18, 1974, and recorded in Deed Book 143, Page 255, and which exception is more particularly described as follows: From a corner point with George Paul Hehr and Hattie J. McKee in the center of the Old Lair Road, thence with the pike S 6° 30' W - 213.2' to a point in the center of the pike, point "A" in the plat; thence with the center of the pikes 11° 0' W - 211.2' to a point in the middle of the pike; thence with McKee's line S 86° 30' E - 230.5 1 to a stake; thence with McKee's line N 2° 30' E - 188.2 to a stake; thence with McKee's line N 80° 25' w - 200.7' to a point in the middle of the Old Lair Road at the beginning, containing 0.98 acres.

Less and except that certain parcel of land commencing at a P-K nail (found) in the center of Old Lair Road, corner to Russell Ray Fryman, et ux., said point being the POINT OF BEGINNING; thence with the line of Russell Ray Fryman, et ux., South 84°00'00" East, a distance of 331.69 feet to a steel rod (set), corner to James o. McKee; thence with James o. McKee for four new lines, South

10°03'04" West, a distance of 43.91 feet to a point in the center of a 12 foot wide ingress and egress easement; thence continuing South 10°03'04" West, a distance of 58.55 feet to a steel rod (set); thence North 84°01'19" West, a distance of 301.93 feet to a steel rod (set); thence continuing North 84°01'19" West, a distance of 21.64 feet to a point in the center of the Old Lair Road; thence along the center of the Old Lair Road for two lines, North 5°30'14" East, a distance of 90.72 feet to a point, in the center of a 12 foot wide ingress and egress easement; thence continuing North 5°30'14" East, a distance of 11.61 feet to the POINT OF BEGINNING; said described tract containing 0.77 acre; and being subject to easements and rights-of-way of record and in existence and in accordance with a survey by Jerry L. case, LS on the 22nd day of April, 1995. See plat recorded in Plat Cabinet 3, Sheet 90C.

**RESERVATION OF 12 FOOT WIDE INGRESS-EGRESS EASEMENT:**

Commencing at a point in the center of Old Lair Road, said point bearing South 05°30'14." West, a distance of 11.61 feet, from a P-K nail (found) in the center of the Old Lair. Road, at the southwest corner of the Russell Ray Fryman, et ux. property, said point being the POINT OF BEGINNING; thence along an existing gravel driveway for six lines, South 82°47'32" East, a distance of 91.51 feet; thence South 81°46'45" East, a distance of 114.06 feet; thence South 80°47'46" East, a distance of 33.75 feet; thence South 73°41'22" East, a distance of 35.38 feet; thence South 67°54'10" East, a distance of 33.59 feet; thence South 63°31'32" East, a distance of 23.77 feet to a point in the line of the James o. McKee farm, said point being the POINT OF ENDING. The aforesaid describes the center of a 12 foot wide ingress-egress easement, in accordance with a survey by Jerry L. Casey, LS on the 22nd day of April, 1995. See plat recorded in Plat Cabinet 3, Sheet 90C.

**EASEMENT FOR SEPTIC TANK AND DRAIN FIELD:**

Also conveyed is the right and easement for the continued use of a septic tank and drain field now existing on the adjoining property of the parties of the first part as shown on the plat referred to above. It is expressly agreed between the parties and it is part of the consideration for the sale herein, that if the septic tank or the drain field should fail for any reason or should require repair for its continued use, the parties of the second part agree to discontinue their use of the septic tank and drain field and to locate a septic tank and drain field or other disposal system on the property herein conveyed.

Less and except that certain parcel of land beginning at a P.K. Nail in the center of Old Lair Road, a corner to Julian McKee; said nail being approximately south southwest 800 feet from a point in the center of said road, a common corner to Isaac and Elizabeth Neace; thence with said road for two calls as follows: (1) N. 17 degrees 29' E. 151.57 feet to a P.K. Nail and (2) N. 15 degrees 05' E. 151.26 feet to a P.K. Nail; thence with a division line thru James O. McKee for two calls as follows: (1) S. 84 degrees 46'E. 302.02 feet to an iron pin and (2) S. 15 degrees 34' W. 293.52 feet to an iron pin in the line of Julian McKee; thence with said McKee N. 86 degrees 20' W. 307.54 feet to the point of beginning, containing an area of 2.033 acres, more or less, and being subject to any and all easements or right-of-way of record and in existence and in accordance with a survey and plat by Baldwin Engineering Corporation on April 5, 1998. See plat recorded in Plat Cabinet 5, Sheet 69A.

Less and except that certain parcel of land beginning at a found mag nail in the center of Old Lair Road, a corner to Keith Lane Moore & Cynthia R. Moore (D.B. 268, Pg. 179; P.C. 5, Sh. 69A); said point lying N. 16 degrees 17'12" E. 302.76 feet from a found mag nail; a corner to Julian McKee (D.B. 188, Pg. 179); thence with the center of Old Lair Road N. 15 degrees 22'58" E. 38.96 feet to a mag nail in the center of said road; thence with a new division line through James O. McKee (D.B.

155, Pg. 759) for three calls as follows: (1) N. 84 degrees 00'04" E. at 18.08 feet passing an iron pin, in all 185.27 feet to an iron pin, (2) S. 79 degrees 45'06" E. 125.48 feet to an iron pin, and (3) S. 15 degrees 33'54" W. 64.49 feet to a found iron pin bearing "Baldwin 1833", a corner to Keith Lane Moore & Cynthia R. Moore (D.B. 268, Pg. 179, P.C. 5, Sh. 69A); thence with said Moore N. 84 degrees 46'18" W. 302.02 feet to the point of beginning, containing an area of 0.428 acre, more or less, and being subject to any and all easements or right-of-way of record and in existence and in accordance with a survey and plat by Allen Patrick Darnell, PE, PLS on March 24, 2004. See Plat recorded in Plat Cabinet 4, Sheet 535B.

**TRACT 1 and TRACT 2 BEING** the same property conveyed to James O. McKee and Shirley H. McKee, husband and wife by Deed dated May 12, 1998, recorded May 15, 1998 in Book 223, Page 439, in the Office of the County Clerk of Harrison County, Kentucky.

0138884.0741941 4824-2191-0270v1



**Exhibit B to Memorandum of Solar Ground Lease Agreement**

The Premises

The Premises is the part of the Land consisting of approximately 82 acres, the approximate location of which is in the cross-hatched area shown below. A more detailed description of the Premises will be provided by Tenant pursuant to the terms of the Original Lease, and subject to the terms and conditions of Section 1(d) of the Original Lease, Tenant may unilaterally substitute in place of this **Exhibit B** a more detailed description of the Premises by way of unilateral amendment without the consent of Landlord, provided that Landlord agrees to sign such amendment if requested by Tenant.

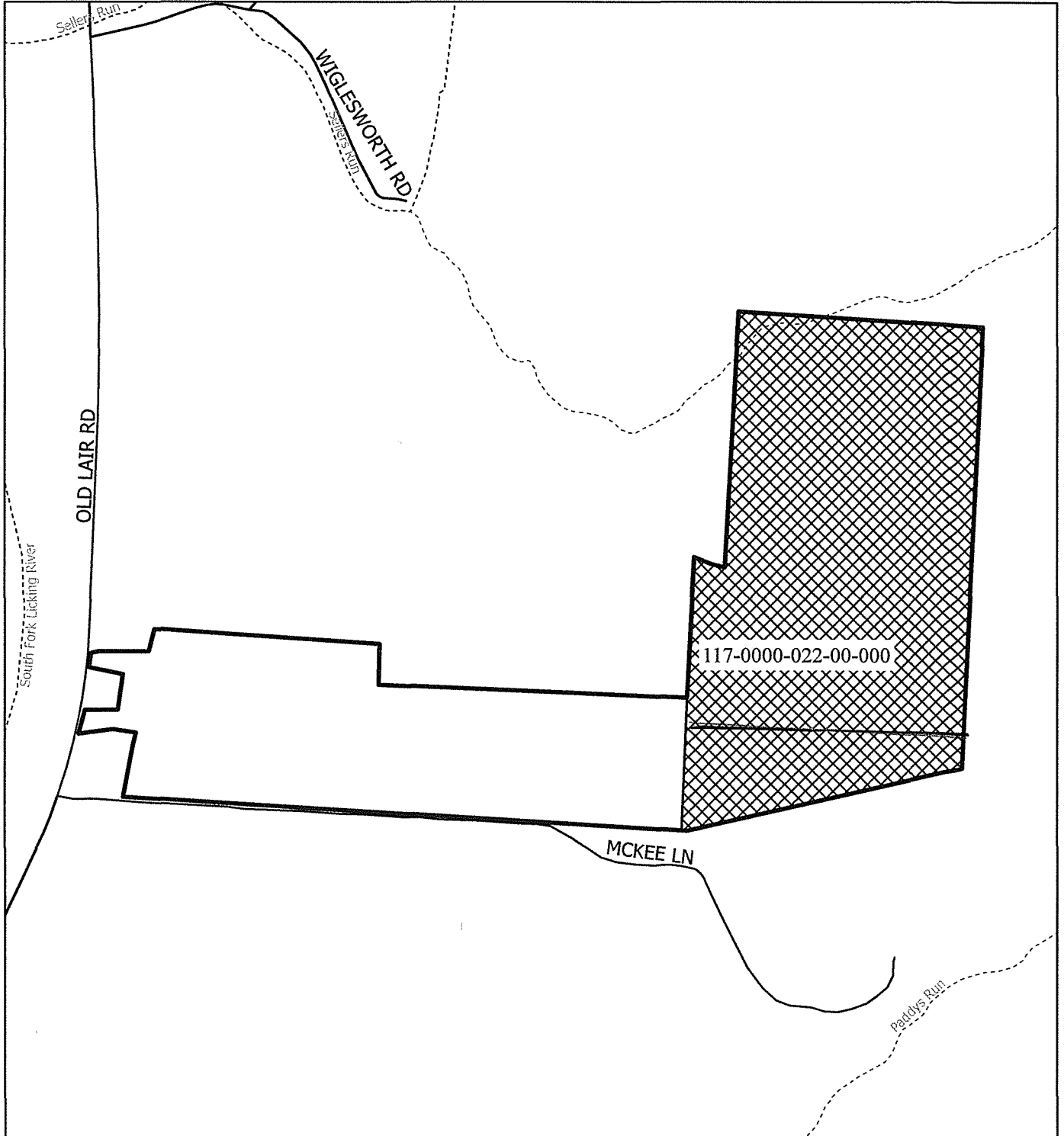
[See Attached]

State of Kentucky, County of Harrison



I, Linda S. Barnes, Clerk of Harrison County, do hereby certify that the foregoing Agreement was on the 2 day of March 2022; at 1:56 P.M.; lodged in my office certified as above for record; whereupon, the same and this certificate are now duly recorded.

Given under my hand this the 7 day of May 2022  
Linda S. Barnes Clerk, By: Sherry Copping D.C.

# Exhibit B



## Legend

-  The Premises
-  The Land

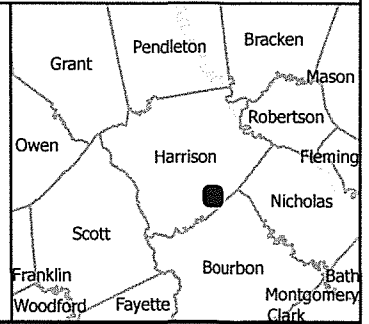


## PARCEL INFORMATION:

PROJECT:  
Blue Moon Solar LLC

OWNERSHIP:  
James O. McKee & Shirley H. McKee

PARCEL IDENTIFICATION NUMBER:  
117-0000-022-00-000



WHEN RECORDED RETURN TO:

BLUE MOON SOLAR LLC  
c/o Geenex Solar  
7804-C Fairview Rd. #257  
Charlotte, NC 28226  
Attention: Walter Putnam

LODGED FOR RECORD  
HARRISON COUNTY CLERK

MAR 02 2022

TIME 2:18pm  
LINDA S. BARNES  
CLERK HARRISON CO.

SPACE ABOVE THIS LINE FOR  
RECORDER'S USE

### MEMORANDUM OF OPTION AGREEMENT

This MEMORANDUM OF OPTION AGREEMENT (this "Memorandum") is dated and made as of June 1, 2020, by and between Richard Midden, a married person ("Owner"), and Blue Moon Solar LLC, a Kentucky limited liability company ("Optionee") with its primary place of business located at 7804-C Fairfield Road, #257, Charlotte, NC 28226.

#### WHEREAS:

A. Owner owns the real Property more particularly described on Exhibit A attached hereto, which by this reference is incorporated herein (the "Property").

B. Owner and Optionee have entered into that certain Option Agreement for the Sale and Purchase of Real Property dated as of June 1, 2020 (the "Option Agreement"), which is incorporated herein by reference as though fully set forth herein, to provide an option in favor of Optionee to purchase a portion of the Property according to the terms and conditions of the Option Agreement.

C. The Effective Date under the Option Agreement is June 1, 2020. The Option Term ends on December 31, 2020, and Optionee has the right to extend the Option Term for an additional 24 months until December 31, 2022.

D. Owner and Optionee desire to enter into this Memorandum which is to be recorded in order that third parties may have notice of the interests of Optionee in the Property and of the existence of the Option Agreement.

E. The consideration for the option is defined in the Option Agreement.

NOW, THEREFORE, in consideration of the payments and covenants provided in the Option Agreement to be paid and performed by Optionee, Owner hereby grants to Optionee an option to purchase a portion of the Property on the terms and conditions set forth in the Option Agreement. All of the terms, conditions, provisions and covenants of the Option Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the


Option Agreement and this Memorandum shall be deemed to constitute a single instrument or document.

All capitalized terms used but not defined herein shall have the meanings assigned to them in the Option Agreement. Should there be any inconsistency between the terms of this Memorandum and the Option Agreement, the terms of the Option Agreement shall prevail.

This Memorandum may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and each such counterpart shall, when combined with all other such counterparts, constitute one agreement binding on the parties hereto.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date set forth above.

  
Richard Midden, a married person

**SPOUSAL CONSENT**

The undersigned, the spouse of Richard Midden, a married individual, hereby joins in and consents to the terms of this Agreement. The undersigned's signature below shall not imply that such spouse has any interest in the Property, but evidences only such spouse's agreement to and acknowledgment that if and to the extent that said spouse has any right, title and interest in the Property, said spouse ratifies, consents to, and joins in the execution of this Agreement and all of the provisions hereof as if named herein as "Seller."

By: Maribeth Midden

Print Name: Maribeth Midden

The foregoing Memorandum of Option Agreement was subscribed, sworn to and acknowledged before me by Richard Midden and Maribeth Midden, his wife, on this the 6<sup>th</sup> day of May, 2020.

My commission expires:



Megan Bitzer Iranpour  
NOTARY PUBLIC  
State at Large, Kentucky  
ID # 593372  
My Commission Expires  
January 16, 2022

  
Notary Public



**BLUE MOON SOLAR LLC,**  
a Kentucky limited liability company

By: \_\_\_\_\_  
Name: JAYGER FEHR  
Title: MANAGER

STATE OF North Carolina

COUNTY OF Mecklenburg

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Jayger Fehr personally appeared before me this day in his/her capacity as Manager of Blue Moon Solar LLC, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_
- A credible witness has sworn to the identity of the principal(s);

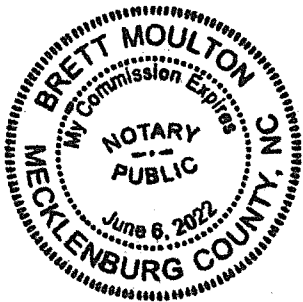
each acknowledging to me that they voluntarily signed the foregoing document for the purpose stated therein.

Date: 06/01/2020

Brett Moulton  
Brett Moulton, Notary Public  
(print name)

(official seal)

My commission expires: June 6, 2022



B

This instrument was prepared by:



---

Brian D. Zoeller, Esq.

Frost Brown Todd LLC

400 W Market Street, Suite 3200

Louisville, KY 40202

EXHIBIT A TO MEMORANDUM OF OPTION AGREEMENT  
Legal Description

Tax ID: 129-0000-022-02-000 and 129-0000-019-00-000

**PARCEL 1:**

**Tract No. 1:**

BEGINNING at a post in Victor's line corner to Edd Hayse; thence N. 48 15 E. 27.70 chains to a stone near a water bulkhead; thence running through the center of said bulkhead N. 35 15 W. 4.54 chains to a stone; thence with five (5) new division lines S. 59 00 W. 65 links to a wild cherry; N. 55 00 W. 11.73 chains to a stone; N. 44 00 W. 8.00 chains to a gate post; N. 53 45 E. 6.83 chains to a stone, N. 35 00 W. 10.88 chains to a post corner to Clarence Martin and Sadie Martin; thence with one of their lines S. 55 00 W. 5.90 chains to a stone corner of Edd Hayse; thence with nine (9) lines of his S. 24 00 E. 3.10 chains to a stone S.W. of the corner of a wire fence; thence S. 49 00 W. 12.39 chains to a stone; S. 35 00 W. 20.64 chains to a post; S. 20 00 E. 6.10 chains to a post; N. 32 30 E. 8.77 chains to a post; S 50 00 E. 7.05 S. 54 00 E. 16.30 chains to a post; N. 31 00 E. 9.62 chains to the point of beginning, containing 104.82 acres.

THERE IS EXCEPTED from the above described tract of land the following parcel which was conveyed by Douglas McLoney to George Pierce on November 7, 1950, by Deed of record in Deed Book 112, Page 549, and which is more particularly described as follows:

BEGINNING at a post, corner to Douglas McLoney and George Pierce; thence with said Pierce's line S 33 degrees, 30 min. W. 5.46 chains to a post; S. 54 degrees, 10 min. E. 16.42 chains to a post in hollow; thence down said hollow N. 32 degrees, 00 minutes E. 5.57 chains to a post in said Pierce's line, corner to Douglas McLoney, thence with his line N. 54 Degrees, 15 min. W. 16.24 chains to the point of beginning, containing 8.99 acres.

**Tract No. 2:**

BEGINNING at a post, corner to George Pierce and Douglas McLoney; thence with said McLoney's line N. 34 degrees; 30 minutes E. 8.86 chains to a post; S. 55 degrees 30 minutes E. 7.05 chains to a post; S. 33 degrees, 30 min. W. 8.42 chains to a post, corner to George Pierce; thence with his line N. 54 degrees, 15 minutes W. 7.24 chains to the point of beginning, containing 6.18 acres.

**Tract No. 3:**

BEGINNING in the center of the pike and corner to Hays farm; thence N. 59 W. 22.81 chs. to a stone corner to same and the Broadwell farm; thence N. 47 <sup>3</sup>/<sub>4</sub> E. 29.45 chs. to a stone, corner to Monson Farm; thence S. 40 E. 3.35 chs. to stone, corner to same, thence N. 49 'A E. 21.96 chs. to an end post of wire fence, corner to same, thence S. 50 <sup>3</sup>/<sub>4</sub> E. 11.29 chs. to the center of the pike; thence following the pike to the beginning, as follows: S. 31 W. 3.10 chs. S. 46 <sup>3</sup>/<sub>4</sub> W. 12.59 chs. S. 59 <sup>3</sup>/<sub>4</sub> W. 4.81 chs. S. 49 W. 3.78 chs. S. 28 W. 9.72 chs. S. 33 <sup>1</sup>/<sub>4</sub> W. 224 chs. S. 11 W. 4.43 chs. S. 45 W. 7.68 chs. to the beginning, containing 78.49 acres, more or less.



THERE IS EXCEPTED from the above described tract of land the following parcel which was conveyed by Douglas McLoney, et al. to EA. Porter on July 14, 1950 by Deed of record in Deed Book 112, Page 278, and which is more particularly described as follows:

BEGINNING at a point in the center of the Shadynook Pike, corner to Douglas McLoney; thence with the center of said pike N. 30 degrees, 25 minutes E. 2.00 chains; N. 38 degrees, 38 minutes E. 1.56 chains; N. 49 degrees 16 minutes E. 2.00 chains; N. 61 degrees 03 minutes E. 5.00 chains; N. 48 degrees, 04 minutes E. 7.00 chains; N. 45 degrees, 31 minutes E. 6.00 chains; N. 37 degrees, 11 minutes E. 1.58 chains; N. 27 degrees, 00 minutes E. 1.45 chains to a point in the center of same, corner to O.T. Monson; thence with his line N. 50 degrees, 26 minutes W. 11.32 chains to a post; S. 49 degrees 27 minutes W. 21.98 chains to a point in said Monson's line, corner to Douglas McLoney; thence with his line S. 30 degrees, 40 minutes E. 12.72 chains to the point of beginning, containing 29.32 acres.

THERE IS EXCEPTED from the foregoing the following tract of land conveyed Timothy B. Bailey, et ux. by John R. Reno, et al. on the 31st day of May, 1991, by Deed which is of record in Deed Book 188, Page 419. See also Deed of Correction dated the 18<sup>th</sup> day of May, 1994, and of record in Deed Book 201, Page 636. Said tract of land being more particularly described as follows:

BEGINNING at a P-K nail (Set) in the center of the Shady Nook Road, marking a NEW corner to the Douglas McLoney farm (Deed Book 140, Page 245), said beginning point also lies 523.78 Feet (as measured along the centerline of Shady Nook Road) southwest of a common corner to the Douglas McLoney farm and Danny Ray Copes, et ux. (Deed Book 184 page 337); thence with the center of Shady Nook Road for five calls: South 23° 22' 08" West - 32.47 Feet to a P-K Nail (Set); South 17° 50' 11" West - 39.10 Feet to a P-K Nail (Set); South 12° 22' 27" West - 38.87 Feet to a P-K Nail (Set); South 03° 22' 19" West - 49.03 Feet to a P-K Nail (Set); South 04° 46' 34" East - 40.53 Feet to a P-K Nail (Set), marking a NEW corner to the Douglas McLoney Farm; thence leaving the center of the Shady Nook Road and through the Douglas McLoney Farm along a yard fence for thirty-seven calls: North 86° 33' 05" West - 134.56 Feet to a Post; South 82° 39' 14" West - 83.37 Feet to a Post; South 49° 28' 01" West - 169.56 Feet to a 10" Dbl Cherry Tree; South 71° 45' 40" West 37.94 Feet to a 1/2" x 24" Rebar (Set); North 74° 27' 54" West - 38.06 Feet to a Metal Fence Post; North 61° 52' 45" West - 44.17 Feet to a metal Fence Post; North 24° 56' 27" West - 55.13 Feet to a Post; North 10° 21' 15" West - 128.00 Feet to a Post; North 37° 33' 06" West - 150.63 Feet to a Post; North 53° 43' 38" East - 205.72 Feet to a Post; South 37° 59' 01" East - 46.65 Feet to a Post; North 54° 15' 21" East - 61.55 Feet to a Post; North 70° 42' 55" East - 15.10 Feet to a Post; South 81° 30' 59" East - 23.72 Feet to a Post; South 62° 37' 36" East - 23.39 Feet to a Post; South 45° 47' 07" East - 15.50 Feet to a Post; South 21° 06' 36" East - 15.76 Feet to a Post; South 08° 00' 22" West - 15.57 Feet to a Post; South 29° 28' 13" West - 16.00 Feet to a Post; South 39° 18' 46" West - 148.51 Feet to a Post; South 34° 50' 33" West - 15.51 Feet to a Post; South 24° 43' 00" West - 92.45 Feet to a Post; South 20° 09' 08" West - 23.39 Feet to a Post; South 09° 54' 39" West - 31.21 Feet to a Post; South 03° 21' 47" East - 22.67 Feet to a Post; South 27° 17' 12" East - 23.25 Feet to a Post; South 43° 59' 59" East - 23.43 Feet to a Post; South 64° 10' 21" East - 15.22 Feet to a Post; South 87° 48' 35" East - 15.46 Feet to a Post; North 69° 17' 25" East - 23.21 Feet to a Post; North 53° 46' 49" East - 30.92 Feet to a Post; North 47° 49' 19" East - 48.70 Feet to a Post; North 52° 42' 03" East - 15.50 Feet to a Post; North

55° 52' 38" East - 31.49 Feet to a Post; North 50° 50' 02" East - 15.28 Feet to a Post; North 48° 17' 14" East - 36.82 Feet to a 1/2" x 24" rebar (Set); North 82° 49' 03" East - 107.77 Feet to the Point of Beginning and CONTAINING 2.268 Acres, more or less, and being subject to easements and rights-of-way of record and in existence and in accordance with a Survey and Plat by Ronald F. Wilhoit, PLS 3004 on the 21<sup>st</sup> day of May, 1991. Plat Cabinet 3, Page 18G

There is EXCEPTED from the above-described tract of land the following described parcel of land:

All that certain tract or parcel of land, lying and being located in Harrison County, Kentucky: and situated on the west side of Shadynook Pike; and more particularly described as follows:

Unless stated otherwise, any monument referred to herein as an "iron pin" is a set #4 rebar, eighteen (18") inches in length, with an orange cap stamped "Darnell 3533." All bearings stated herein are referenced to Plat Cabinet 3, Sheet 18G.

BEGINNING at mag nail in the center of Shadynook Pike, a corner to Parcel 2, a new division of John R. Reno, et. al. (D.B. 210, Pg. 236); said point lying S. 14°47'45" W. 54.42 feet from a mag nail set in road over found metal, a corner to Susan Stewart Copes (D.B. 203, Pg. 257); thence with the center of said Shadynook Pike for five calls as follows: (1) S. 14°47'45" W. 89.86 feet to a point, (2) S. 14°52'28" W. 163.33 feet to a point, (3) S. 14°49'21" W. 125.73 feet to a point, (4) S. 18°35'33" W. 37.82 feet to a point, and (5) S. 22°25'43" W. 53.03 feet to a mag nail, a corner to John R. Reno & Martha Reno (D.B. 202, Pg. 5; P.C. 3 Sh. 18G); thence with said Reno for 33 calls as follows: (1) S. 82°49'03" W. passing an iron pin at 20.00 feet, in all 107.77 feet to a found iron pin bearing "Willholt 3004", (2) S. 48°17'14" W. 136.82 feet to a fence post, (3) S. 50°50'02" W. 15.28 feet to a fence post, (4) S. 55°52'38" W. 31.49 feet to a fence post, (5) S. 52°42'03" W. 15.50 feet to a fence post, (6) S. 47°49'19" W. 148.70 feet to a fence post, (7) S. 53°46'49" W. 30.92 feet to a fence post, (8) S. 69°17'25" W. 23.21 feet to a fence post, (9) N. 87°48'35" W. 15.46 feet to a fence post, (10) N. 64°10'21" W. 15.22 feet to a fence post, (11) N. 43°59'59" W. 23.43 feet to a fence post, (12) N. 27°17'12" W. 23.25 feet to a fence post, (13) N. 03°21'47" W. 22.67 feet to a fence post, (14) N. 09°54'39" E. 31.21 feet to a fence post, (15) N. 20°09'08" E. 23.39 feet to a fence post, (16) N. 24°43'00" E. 92.45 feet to a fence post, (17) N. 34°50'33" E. 15.51 feet to a fence post, (18) N. 39°18'46" E. 148.51 feet to a fence post, (19) N. 29°28'13" E. 16.00 feet to a fence post, (20) N. 08°00'22" E. 15.57 feet to a fence post, (21) N. 21°06'36" W. 15.76 feet to a fence post, (22) N. 45°47'07" W. 15.50 feet to a fence post, (23) N. 62°37'36" W. 23.39 feet to a fence post, (24) N. 81°30'59" W. 23.72 feet to a fence post, (25) S. 70°42'55" W. 15.10 feet to a fence post, (26) S. 54°15'21" W. 61.55 feet to a fence post, (27) N. 37°59'01" W. 46.65 feet to an iron pin, (28) S. 53°43'38" W. 205.72 feet to an iron pin, (29) S. 37°33'06" E. 150.63 feet to a fence post, (30) S. 10°21'15" E. 128.00 feet to a fence post, (31) S. 24°56'27" E. 55.13 feet to a fence post, (32) S. 61°52'45" E. 44.17 feet to a fence post, and (33) S. 74°27'54" E. 38.06 feet to an iron pin, a corner to John R. Reno, et. al. (D.B. 210, Pg. 236); thence with said Reno, et. al. for eight calls as follows: (1) S. 89°00'19" W. 90.09 feet to an iron pin, (2) N. 49°30'04" W. 130.57 feet to an iron pin, (3) N. 28°17'19" W. 145.43 feet to an iron pin, (4) N. 28°36'26" W. 395.09 feet to an iron pin, (5) N. 54°29'21" E. 333.58 feet to an iron pin, (6) N. 58°12'37" E. 431.64 feet to an iron pin, (7) S. 54°16'53" E. 222.70 feet to an iron pin, and (8) S. 65°18'01" E. passing an iron pin at 167.50 feet, in all 189.48 feet to the point of beginning containing an area of 11.480 acres more or less, and being subject

to any and all easements or right of-way or record and in existence and in accordance with a survey and plat by Allen Patrick Darnell, PR, PLS on March 26, 2008.

**PARCEL 2:**

A certain tract or parcel of land lying in the County of Harrison, State of Kentucky, on the Shadynook (old Scott Station) Road about 5 miles northeast of Cynthiana, and being further described as follows:

BEGINNING at a set steel pipe by a corner fence post on the west side of the Shadynook (Scott Sta.) Road at the SW corner of a yard, a corner with Tommy Casey and Donald Moore; Thence N 60°32' W 1 1.29 chains up and over hill to a set steel pipe in a fence, a corner with Tommy Casey and Donald Moore; thence with their line six more calls, N 34°40' E 5.36 ch. with fence to a corner post and continuing on to a set steep pipe on the south side of a lane; thence N 54° 40' W 8.075 ch. down hill to a corner fence post about 10 ft. north of a gate post; thence N 60°00' W 6.85 ch. with fence passing between two ponds to south side of a walnut tree in fence; thence N 55° 05' W 9.569 ch. with fence to the west side of a gate post (hinged post) thence N 51° 00' W 7.085 ch. with fence down hill to a corner post 30' south of an ash tree; thence N 31° 15' E 6.085 ch. with fence to a corner fence post, a corner with Tommy Casey and Donald Moore and Douglas McLoney; thence with line and fence of Douglas McLoney S 54° 13' E 23.46 ch. To a corner post on east side of a branch; thence N 32°28' E 4.085 ch. to a set stone between two posts about 2.5 links from each; thence S 58° 10' E 22.50 ch. to a corner fence post on the west side of Shadynook (Old Scott Sta.) Road a corner with Douglas McLoney and said road; thence five more calls with west right of way line of said road, S 54°35' W 2.32 ch. to a fence post; thence S 58° 27' W 5.815 ch. to a fence post at a turn; thence S 33°03' W 2.355 ch. to a corner fence post on the north side of a lane leading to a barn; thence S 31° 15' W 2.328 ch. to a corner fence post on the north side of a black topped driveway to house; thence S 31° 15' W 3.04 ch. to the beginning point, containing forty and 23/100 (40.23) acres, according to a survey by Berlyn Brown on October 26, 1968; see plat recorded in Deed Book 132, Page 202.

THERE IS EXCEPTED from the above-described tract of land the following described parcel of land conveyed by John Ross Reno and Martha Reno, his wife, to Robin A. Perkins, single, and James J. Bruner, single, on December 9, 1993 by deed recorded in Deed Book 199, Page 492.

A certain tract of land lying on the west side of Shady Nook Pike, approximately 4 Miles East of the city of Cynthiana, Harrison County, Kentucky and being a survey of a portion the John and Martha Reno Farm as recorded in Deed Book 133, Page 93 and Deed Book 148, Page 439 of the Harrison County Clerk's Office and being more particularly described as follows:

BEGINNING at a 1/2 inch x 24 inch Rebar (Set) on the western right-of way line of Shady Nook Pike, marking a corner to Loretha Helvey (Deed Book 185, Page 109) and a corner to John Ross Reno, et. ux. (Deed Book 148, Page 439); thence with said right-of-way line for three calls, N 36°58'32" E 203.50 feet to a 1/2 inch x 24 inch Rebar (Set), marking a corner to John Ross Reno, et. ux. (Deed Book 133, Page 93); thence N 36°17'23" E 209.78 feet to a Post; thence N 36°21'34" E 116.61 feet to a 1/2 inch x 24 inch Rebar (Set), marking a NEW corner to John Ross Reno (Deed Book 133, Page 93); thence leaving said right-of-way line and through the land of John Ross Reno, et. ux. for nine calls, N 54°50'53" W 389.50 feet to a 1/2 inch x 24 inch Rebar (Set); thence S 78°55' 44" W 110.22

feet to a Fence Post; thence N 57°15'12" W 70.48 feet to a Fence Post; thence N 34°48'22" E 59.64 feet to a Fence Post; thence N 54°52'17" W 29.55 feet to a Gate Post; thence N 45°43'04" W 15.87 feet to a Gate Post; thence N 17°12'01" W 3.25 feet to a Fence Post; thence N 53°59'12" W 141.57 feet to a 1/2 inch x 24 inch Rebar (Set); thence S 47°31'09" W 281.13 feet to a 1/2 Pipe (Found), marking a corner to Suzette B. Moore (Deed Book 194, Page 457) and a corner to John Ross Reno, et. ux. (Deed Book 148, Page 439); thence with Suzette B. Moore and a Fence for two calls, S 31°52'17" W 97.77 feet to a Corner Post; thence S 40°15'41" E 620.62 feet to a Corner Post, marking a corner to Loretha Helvey (Deed Book 185, Page 109); thence with Loretha Helvey for two calls, N 36°39'41" E 19.33 feet to a 1/2 inch x 24 inch Rebar (Set); thence S 53°23'00" E 166.25 feet to the POINT OF BEGINNING and CONTAINING 8.09 acres, more or less, and being subject to easements and rights-of-way of record and in existence and in accordance with a survey and plat by Ronald F. Willhoit, PLS 3004 on the 8<sup>th</sup> day of December 1993.

There is also EXCEPTED from the above-described tract of land the following described parcel of land conveyed by John Ross Reno and Martha Reno, his wife, to Robin A Perkins, single, and James J. Brunker, single, on February 19, 1994 by deed recorded in Deed Book 200, Page 593.

A certain tract of land lying on the west side of Shadynook Pike, approximately 4 miles East of the city of Cynthiana, Harrison County, Kentucky and being a survey of a portion the John and Martha Reno Farm as recorded in Deed Book 133, Page 93 and Deed Book 148, Page 439 of the Harrison County Clerk's Office and being more particularly described as follows:

BEGINNING at a 1/2 inch x 24 inch Rebar (Set) at the Northern most corner of the property of ROBIN A PERKINS and JAMES J. BRUNKER (Deed Book 199, Page 492) and a corner to JOHN ROSS RENO and MARTHA RENO (Deed Book 133, Page 93 and Deed Book 148, Page 439); thence clockwise S 47 31'09" W 281.13' to an Iron pipe (found); thence N 45 00'00" W 205' to a fence post; thence N 70 00'00" E 161' to a fence post; thence S 30 00'00" E 322' to the point of beginning and containing 1.92 acres and being subject to easements and rights-of-way of record.

Tract No. 1:

BEGINNING at the point (A) in the center of the Scotts Station turnpike a corner to F. G. Yeach; 59-1/2 W. 22.82 chs. to a stone (B) a corner to Veach & Martin; thence S. 30-1/4 W 9.69 chs. to a stone (C) corner to Martin; thence N. 55 W. 16.49 chs. to a stone (D) corner to same; thence N. 31-3/4 E. 13.34 chs. to a stone a corner to same at (E); thence 51 W. 7.01 chs. to a stone at (F); thence S. 34-1/4 W. 8.97 chs. to a stone (G); thence N. 22 W. 6.20 chs. to a large read oak stump (H); thence 32-1/4 E. 21.10 chs. to a stake in branch at (I); thence N. 50-3/4 E. 12.10 chs. to (J) at the intersection of two stone walls on the north side of Indian Creek; thence N. 27 W. 3.18 chs. to (K) at the intersection of two other stone walls; thence recrossing the creek S 77-1/2 W. 19.86 chs. to a stone (H); thence N. 59-1/2 W. 2.90 chs. to a stake in a corner to same; thence S 85- 1/2 E. 26.55 chs. to a stone (2) a corner to same; thence S. 32-1/4 W. 5.50 chs. to a stake (2) a corner to Lot No. 1; thence S. 57-1/4 E. 19.62 chs. to the center of the Scott Station turnpike at (1) a corner to Lot No. 1; thence with said pike N. 30 55 E. 13.60 chs; N. 34 E. 2.50 chs; N. 56-3/4 E. 6 chs; N. 50 E. 2.09 chs. to the beginning, containing 163.73 acres.

There is EXCEPTED from Tract No. 1 the following described parcel of land conveyed by George Pierce to Douglas McLoney, on November 7, 1950, by deed recorded in Deed Book 112, Page 549.

Beginning at a post, corner to George Pierce and Douglas McLoney; thence with said McLoney's line N. 34° 30' E. 8.86 chains to a post; S. 55° 30' E. 7.05 chains to a post; S. 33° 30' W. 8.42 chains to a post corner to George Pierce; thence with his line N. 54° 15' W. 7.24 chains to the point of beginning, containing 6.18 acres.

Tract No. 2:

BEGINNING at a stone corner to Phillips and Sadie Palmer Martin; thence N. 31-1/4 W. 12.63 chs. to stone corner to Phillips; thence S. 55-3/4 W 23.60 chs. to stone corner to Rankin; thence S. 31-3/4 W. 9.47 chs. to thorn stump corner to Hayes and in Rankin's line; thence S. 58-1/4 E. 2.59 chs. to stone corner to Hayes; thence N. 78 E. 19.94 chs. to the north abutment, corner in a little to the north of center of abutment corner to Hayes and Clarence Martin; thence N. 55-1/2 E. 5.91 chs. to stone corner to Sadie Palmer Marin and Clarence Martin; thence N. 44-1/2 E. 6.30 chs. to the beginning, containing 34.29 acres.

There is a passway over said tract of land along the creek, and there is reserved over the land allotted to Clarence D. Martin for the benefit of this tract of land a passway to the Scott Station Pike.

Tract No. 3:

BEGINNING at a post, corner to Douglas McLoney and George Pierce; thence with said Pierce's line S 33 degrees, 30 minutes W. 5.46 chains to a post; S. 54 degrees, 10 minutes E. 16.42 chains to a post in hollow; thence down said hollow N. 32 degrees, 00 minutes E. 5.57 chains to a post in said Pierce's line, corner to Douglas McLoney; thence with his line, N. 54 degrees 15 minutes W. 16.24 chains to the point of beginning, containing 8.99 acres.

There is EXCEPTED from the above described three tracts the following described property conveyed by Herby Thomas Casey, &c., to Cleary McKenney, &c., on January 31, 1969, and recorded in Deed Book 133, Page 90, and particularly described as follows:

A certain tract or parcel of land lying in the County of Harrison, State of Kentucky, on the Shadynook (old Scott Station) Road about 5 miles northeast of Cynthia, and being further described as follows:

BEGINNING at a set steel pipe by a corner fence post on the west side of the Shadynook (Scott Sta.) Road at the SW corner of a yard, a corner with Tommy Casey and Donald Moore: Thence N 60°32' W 11.29 chains up and over hill to a set steel pipe in a fence, a corner with Tommy Casey and Donald Moore; thence with their line six more calls, N 34°40' E 5.36 ch. with fence to a corner post and continuing on to a set steep pipe on the south side of a lane; thence N 54°40' W 8.075 ch. down hill to a corner fence post about 10 ft. north of a gate post; thence N 60°00' W 6.85 ch. with fence passing between two ponds to south side of a walnut tree in fence; thence N 55° 05' W. 9.569 ch. with fence to the west side of a gate post (hinged post) thence N. 51°00' W 7.085 ch. with fence down hill to a corner post 30' south of an ash tree; thence N 31 ° 15' E 6.085 ch. with fence to a corner fence post; a corner with Tommy Casey and Donald Moore and Douglas McLoney; thence with line and fence of Douglas McLoney S 54° 13' E 23.46 ch. to a corner post on east side of a branch; thence N 32°28' E 4.085 ch. to a set stone between two post about 2.5 links from each; thence S. 58° 10' E 22.50 ch. to a corner fence post on the west side of Shadynook (Old Scott Sta.)

Road a corner with Douglas McLoney and said road; thence five more calls with west right of way line of said road, S 54°35' W 2.32 ch. to a fence post; thence S 58°27' W 5.815 ch. to a fence post at a turn; thence S 33°03' W. 2.355 ch. to a corner fence post on the north side of a lane leading to a barn; thence S31° 15' W 2.328 ch. to a corner fence post on the north side of a black topped driveway to house; thence S. 31° 15' W 3.04 ch. to the beginning point, containing forty and 23/100 (40.23) acres, according to a survey by Berlyn Brown on October 26, 1968; see plat recorded in Deed Book 132, Page 202.

There is also EXCEPTED from the above described three tracts the following described property conveyed by Donald R. Moore, &c., to Herby Thomas Casey on January 21, 1970, by deed recorded in Deed Book 134, Page 195, and which is particularly described as follows:

A certain tract or parcel of land lying in the County of Harrison, State of Kentucky, about 2-1/2 miles northeast of Cynthiana on the Republican Pike and about 1/2 mile east of same, and being further described as follows:

BEGINNING at a set stake by two corner posts, a corner with two lines Tommy Casey, Vernon Florence and Donald R. Moore: Thence N 32°22' E 11.14 chains with two lines of Tommy Casey up hill to a corner post on ridge; thence N 56°35' E 2.14 ch. with fence and two lines of Tommy Casey to as set steel pipe at the fence by a small cedar tree, a corner with Bobby S. Holland; thence N 56°35' E 19.38 ch. with line and fence of Bobby S. Holland down hill and across creek to a corner fence post, a corner with Bobby S. Holland and Mrs. Ethel Hedges; thence with the line and fence of Mrs. Ethel Hedges four more calls, N 56° 35' E 2.08 ch. to a corner fence post; thence S 30°45' E 12.59 ch. to a corner fence post at a gate; thence S 44°45' W 6.24 ch. to a fence post at a turn; thence S 56° 10' W 0.80 ch. to a corner fence post, a corner with Mrs. Ethel Hedges and Douglas McLoney; thence with line and fence of Douglas McLoney; six more calls, S 56° 10' W 4.55 ch. to a corner fence post; thence S 40° 10' W 0.27 ch. to a corner fence post on north side of creek; thence S 31°25' E 1.02 ch. to a fence post at a turn; thence S 23°05' E 0.32 ch. to a fence post at a turn; thence S 15° 35' E 1.69 ch. to a corner fence post; thence S 48°20' W 4.37 ch. across creek to a set stake in fence, a corner with Douglas McLoney and Donald R. Moore; thence N. 84°55' W 20.94 ch with line of Donald R. Moore to the beginning point, containing forty and 61/100 (40.61) acres. This is a new survey by Berlyn Brown on September 5, 1969, see plat of exception recorded in Deed Book 134, Page 195.

There is EXCEPTED from the property described above the following two tracts which are more particularly described as follows:

Tract No. 1:

BEGINNING at a set steel pipe by a fence post on the west right of way line of the Shadynook Road, a corner with two lines of Donald R. and Suzette B. Moore; Thence with their lines two calls: N 47°53' W 9.98 chains to a set steel hub on top of hill north of driveway; thence N 50° 13' W 9.435 ch. downhill to a set steel hub by a brace post in fence, a corner with Charles Cook and John R. Reno; thence N 36°04' E 4.360 ch. with line of John R. Reno to a post at a cross fence; thence continuing with line of John R. Reno eight more calls, N 35°52' E 1.766 chs. to a set stake in fence; thence S 55°32' E 2.469 chs. to a set steel hub northeast of a barn; thence S 5°49' E 2.611 chs. across lane to a set stake on south side of lane; thence S 29°55' E 3.407 chs. on south side of lane to a set

stake at a turn in lane; thence S 29°27' W 1.495 chs. along west side of lane to a set steel stake; thence S 43°37' E 9.429 chs. across lane and ridge to a set stake in yard fence; thence S 32°03' W .912 chs. with fence (part of the way) and line (of John R. Reno) to a set steel hub south of SW corner of yard fence; thence S 58°44' E 2.47 ch. with line and fence (part way) to a corner fence post at west R/W line of Shadynook Road; thence S 33°30' W 0.939 chs. with west R/W line of Shadynook Road to the beginning point, containing five and 53/100 (5.53) acres. According to survey made by Berlyn Brown on November 26, 1976, and February 5, 1977.

Tract No. 2:

BEGINNING at a set steel pipe by a fence post on the west right of way line of the Shadynook Road, a corner with two lines of Donald R. Moore; Thence N 47°53' W 9.98 chains with lines of Donald R. Moore to a set steel hub on top of hill; thence N 50°13' W 9.435 chains with 2 lines of Donald R. Moore to a set steel hub by a brace post in fence, a corner with Charles Cook; thence S 34°07' W 5.584 chains with fence and line of Charles Cook to a set stake between two corner posts about 4 ft. north of a large elm tree, a corner with Jones Heirs; thence S 54°31' E 9.637 chains with fence and line of Jones Heirs to a brace post in fence over crest of hill; thence S 56°08' E 9.71 chains down hill with fence and line of Jones Heirs to a corner fence post at west right of way line of Shadynook Road; thence N 33°30' E 3.596 chains with west right of way line of Shadynook Road and fence to the beginning point, containing nine and 18/100 (9.18) acres. According to survey made by Berlyn Brown on May 27, 1972.

Save and Except:

Certain parcel of land of 11.480 acres described in Plat Cabinet 6, Sheet 61A.

And Save and Except:

Parcel 1 (19.359 Acres):

All that certain tract or parcel of land, lying and being located in Harrison County, Kentucky: and situated on the west side of Shadynook Pike; and more particularly described as follows:

Unless stated otherwise, any monument referred to herein as an "iron pin" is a set #4 rebar, eighteen (18") inches in length, with an orange cap stamped "Darnell 3553." All bearings stated herein are referenced to Plat Cabinet 3, Sheet 18G.

BEGINNING at a mag nail in the center of Shadynook Pike, a corner to Richard Midden (D.B. 306, Pg. 152); said point lying N.37°49'48"E. 707.65 feet from a mag nail in the center of said road, a corner to Mark C. Carrel & Melanie S. Carrel (D.B. 221, Pg. 673); thence with the center of said Shadynook Pike for nine calls as follows: (1) S.33°07'17"W. 72.01 feet to a point, (2) S.40°19'09"W. 59.10 feet to a point, (3) S.44°13'42"W. 99.89 feet to a point, (4) S.45°10'42"W. 87.95 feet to a point, (5) S.46°51'56"W.

69.95 feet to a point, (6) S.48°23'06"W. 83.97 feet to a point, (7) S.42°55'40"W. 53.44 feet to a point, (8) S.29°02'55"W. 61.58 feet to a point, and (9) S.19°43'26"W. 81.09 feet to a mag nail, a corner to Richard Midden (D.B. 306, Pg. 152); thence with said Midden for four calls as follows: (1) N.72°29'39"W. passing an iron pin at 25.00 feet, in all 632.39 feet to an iron pin, (2) N.65°12'41"W.

644.75 feet to an iron pin, (3) N.18°31'24"E. 564.80 feet to a found set stone, and (4) S.71°14'41"E. passing an iron pin at 1486.23 feet, in all 1506.12 feet to the point of beginning containing an area of 19.359 acres more or less, and being subject to any and all easements or right-of-way of record and in existence and in accordance with a survey and plat by Allen Patrick Darnell PE, PLS on April 1, 2009. See Plat recorded in Plat Cabinet 6, Sheet 83A.

**PARCEL 1 and PARCEL 2 BEING** the same property conveyed to Richard Midden by Deed dated November 14, 2008, recorded November 19, 2008 in Book 306, Page 152 in the Office of the County Clerk of Harrison County, Kentucky.

0138884.0741941 4845-4657-9198v1

State of Kentucky, County of Harrison  
I, Linda S. Barnes, Clerk of Harrison County, do hereby certify  
that the foregoing Agreement was on the 2 day  
of March 2008 at 2:18 P.M.; lodged in my office  
certified as above for record; whereupon, the same and this  
certificate are now duly recorded.  
Given under my hand this the 1 day of March 2008  
Linda S. Barnes Clerk, By: Shelley Coppage, C.



State of Kentucky, County of Harrison  
I, Linda S. Barnes, Clerk of Harrison County, do hereby certify  
that the foregoing Agreement was on the 2 day  
of March 2022, at 2:19 P. M; lodged in my office  
certified as above for record; whereupon, the same and this  
certificate are now duly recorded.  
Given under my hand this the 7 day of March 2022  
Linda S. Barnes Clerk, By: Shelley Loppa D.C.

Bk. 376 Pg. 171

WHEN RECORDED RETURN TO:

BLUE MOON SOLAR LLC  
c/o Geenex Solar  
7804-C Fairview Rd. #257  
Charlotte, NC 28226  
Attention: Walter Putnam

LODGED FOR RECORD  
HARRISON COUNTY CLERK

MAR 02 2022  
TIME 2:19 pm  
LINDA S. BARNES  
CLERK HARRISON CO. *[Signature]*

Parcel ID No. 117-0000-009-00-000

SPACE ABOVE THIS LINE FOR  
RECORDER'S USE

**MEMORANDUM OF OPTION AGREEMENT**

This Memorandum of Option Agreement ("Memorandum") is entered into this 2nd day of July, 2021, by and between **JAMES C. WILSON** and his spouse, **DIANE B. WILSON**, husband and wife (collectively "Owner"), and **BLUE MOON SOLAR LLC**, a Kentucky limited liability company ("Optionee") with its primary place of business located at 7804-C Fairview Road, #257, Charlotte, NC 28226.

WHEREAS:

A. Owner owns the real property more particularly described on **Exhibit A** attached hereto, which by this reference is incorporated herein (the "Property").

B. Owner and Optionee have entered into that certain Option Agreement for the Purchase and Sale of Real Property dated as of October 8, 2019 (as amended, "Option Agreement"), which is incorporated herein by reference as through fully set forth herein, to provide an option in favor of Optionee to purchase all or a portion of the Property according to the terms and conditions of the Option Agreement.

C. The Effective Date under the Option Agreement is October 8, 2019. The Option shall expire on December 31, 2022.

D. Owner and Optionee desire to enter into this Memorandum which is to be recorded in order that third parties have notice of the interests of Optionee in the Property and of the existence of the Option Agreement.

NOW, THEREFORE, in consideration of the payments and covenants provided in the Option Agreement to be paid and performed by Optionee, Owner hereby grants to Optionee an option to purchase all or a portion of the Property on the terms and conditions set forth in the Option Agreement.

All of the terms, conditions, provisions and covenants of the Option Agreement are hereby incorporated into this Memorandum by reference as though full set forth herein, and the Option Agreement and this Memorandum shall be deemed to constitute a single instrument or document.

All capitalized terms used but not defined herein shall have the meanings assigned to them in the Option Agreement. Should there be any inconsistency between the terms of this Memorandum and the Option Agreement, the terms of the Option Agreement shall prevail.

This Memorandum may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and each such counterpart shall, when combined with all other such counterparts, constitute one agreement binding on the parties hereto.

*[Remainder of page intentionally left blank; signature pages follow]*

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date set forth above.

**OWNER:**

JAMES C. WILSON

James C. Wilson

DIANE B. WILSON

Diane B. Wilson

STATE OF Kentucky )  
 ) ss.  
COUNTY OF Harrison )

On 6-10, 2021, before me, Mary Kay Hendricks, a Notary Public in and for said state, personally appeared JAMES C. WILSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Mary Kay Hendricks  
Notary Public in and for said State

[SEAL]



Mary Kay Hendricks  
NOTARY PUBLIC  
State at Large, Kentucky  
ID # 635970  
My Commission Expires  
December 21, 2023

STATE OF Kentucky )  
 ) ss.  
COUNTY OF Harrison )

On 6-10, 2021, before me, Mary Kay Hendricks a Notary Public in and for said state, personally appeared DIANE B. WILSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Mary Kay Hendricks  
Notary Public in and for said State

[SEAL]



Mary Kay Hendricks  
NOTARY PUBLIC  
State at Large, Kentucky  
ID # 635970  
My Commission Expires  
December 21, 2023

**OPTIONEE:**

BLUE MOON SOLAR LLC,  
a Kentucky limited liability company

By: [Signature]  
Name: JURGEN FEHR  
Title: MANAGER

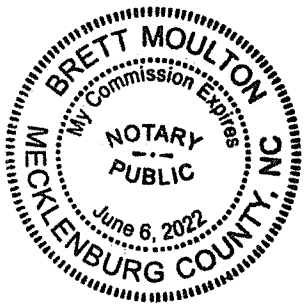
STATE OF North Carolina )  
 ) ss.  
COUNTY OF Mecklenburg )

On July 2, 2021, before me, Brett Moulton, a Notary Public in and for said state, personally appeared Jurgen Fehr as Manager of BLUE MOON SOLAR LLC, a Kentucky limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Notary Public in and for said State

[SEAL]



This instrument was prepared by:

\_\_\_\_\_  
Brian D. Zoeller, Esq.  
Frost Brown Todd LLC  
400 W Market Street, Suite 3200  
Louisville, KY 40202

**OPTIONEE:**

BLUE MOON SOLAR LLC,  
a Kentucky limited liability company

By: [Signature]  
Name: JERGEN FEHR  
Title: MANAGER

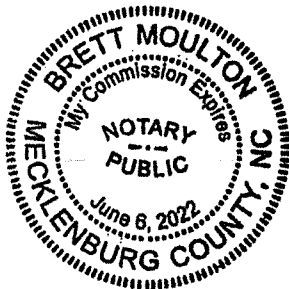
STATE OF North Carolina )  
 ) ss.  
COUNTY OF Mecklenburg )

On July 2, 2021, before me, Brett Moulton, a Notary Public in and for said state, personally appeared Jergen Fehr as Manager of BLUE MOON SOLAR LLC, a Kentucky limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Notary Public in and for said State

[SEAL]



This instrument was prepared by:

[Signature]  
Brian D. Zoeller, Esq.  
Frost Brown Todd LLC  
400 W Market Street, Suite 3200  
Louisville, KY 40202

**Exhibit A**

Tax ID: 117-0000-009-00-000

Lying and being in Harrison County, Kentucky on the south side of the Millersburg and Cynthiana Turnpike about 2 miles East of Cynthiana, Kentucky, and is known as Lot No. 2 in the report of partition in the case of Willie Boston vs. John T. Gregory in the Bourbon Circuit Court and is known and bounded as follows, to wit

Being at a stone (a) corner to Cox then N  $83 \frac{3}{4}$  W 20.73 chains; to a stone (b) corner to same; thence N  $3 \frac{3}{4}$  E 22.64 chains to a stone (c) corner to same in the pike road thence N  $83 \frac{3}{4}$  .76 links to corner stone (d) in said road; thence S  $3 \frac{15}{16}$  E 67.72 to a stone (e) corner to Van Deren; thence S  $86 \frac{1}{4}$  E 19.70 chains to a stone (f) corner to Lebus; thence N  $6 \frac{1}{2}$  E 44.26 chains; thence to the beginning containing 93.96 acres.

**BEING** the same property conveyed to James Carrol Wilson and Diane Bruncker Wilson, husband and wife by Deed dated November 16, 2016, recorded November 17, 2016 in Book 345, Page 543, in the Office of the County Clerk of Harrison County, Kentucky.

WHEN RECORDED RETURN TO:

BLUE MOON SOLAR LLC  
c/o Geenex Solar  
7804-C Fairview Rd. #257  
Charlotte, NC 28226  
Attention: Walter Putnam

State of Kentucky, County of Harrison  
I, Linda S. Barnes, Clerk of Harrison County, do hereby certify  
that the foregoing Agreement was on the 2 day  
of March 2022 at 2:04 PM; lodged in my office  
certified as above for record; whereupon, the same and this  
certificate are now duly recorded.  
Given under my hand this the 7 day of Mar 2022  
Linda S. Barnes Clerk, By: Shelley C. Pappas

**MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT**

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this 2 day of July, 2021, by and between **JAMES C. WILSON** and his spouse, **DIANE B. WILSON** (collectively "Landlord"), and **BLUE MOON SOLAR LLC**, a Kentucky limited liability company ("Tenant") with its primary place of business located at 7804-C Fairview Road, #257, Charlotte, NC 28226.

1. Landlord and Tenant entered into that certain Solar Ground Lease Agreement dated December 1, 2017 (the "Original Agreement"), as amended by that certain First Amendment to Solar Ground Lease dated October 8, 2019, and as further amended by that certain Second Amendment to Solar Ground Lease Agreement of even date herewith (collectively, the "Lease"), pertaining to a portion of the land located in Harrison County, Kentucky more fully described in **Exhibit A** attached hereto (the "Land"). In the Lease, Landlord leased to Tenant approximately 78.7 acres of the Land in the area generally depicted on **Exhibit B** attached hereto, together with all improvements, fixtures, personal property and trade fixtures located thereon, and all other appurtenances, tenements, hereditaments, rights and easements pertaining thereto now or in the future located thereon (collectively, the "Premises").
2. The term of the Lease commenced on December 1, 2017 and it shall expire 240 months after the Rent Commencement Date, subject to the extensions described below. Pursuant to the Lease, the "Rent Commencement Date" is the earlier of (i) December 31, 2020 or (ii) the date that the solar farm constructed by Tenant on the Premises achieves commercial operation and is delivering electricity to the applicable utility (such date being the commercial operation date as determined by any applicable agreement between Tenant and the utility), subject to extension of the Rent Commencement Date until December 31, 2023 as provided in the Lease.
3. The Lease has four (4) renewal terms of five (5) years each.

LODGED FOR RECORD  
HARRISON COUNTY CLERK

MAR 02 2022  
TIME 2:04 pm  
LINDA S. BARNES  
CLERK HARRISON CO. xc



4. Tenant shall be entitled to use the Premises for operation of a solar photovoltaic power array for the generation of electric power and ancillary and associated uses. Additionally, Tenant shall be entitled to install Energy Storage Facilities, as that term is defined in the Lease, on the Premises.
5. The Lease includes non-exclusive easements in favor of Tenant for ingress and egress, transmission lines, collection lines, and data and telecommunications lines, and related facilities and improvements, on, above, under and across Landlord's Adjacent Property, which is defined as any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land, and the Access Area shown on **Exhibit B-1** attached hereto.
6. In the Lease Landlord waived the lien granted under Kentucky Revised Statutes §383.070 as to any personal property of Tenant or any sublessee under any sublease claiming under Tenant located on the Premises.
7. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.
8. This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

*[Signature pages follow]*

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

**LANDLORD:**

JAMES C. WILSON

James C. Wilson

DIANE B. WILSON

Diane B. Wilson

STATE OF Kentucky )  
 ) ss.  
COUNTY OF Harrison )

On 6-10, 2021, before me, Mary Kay Hendricks a Notary Public in and for said state, personally appeared JAMES C. WILSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Mary Kay Hendricks  
Notary Public in and for said State

[SEAL]



Mary Kay Hendricks  
NOTARY PUBLIC  
State at Large, Kentucky  
ID # 635970  
My Commission Expires  
December 21, 2023

STATE OF Kentucky )  
 ) ss.  
COUNTY OF Harrison )

On 6-10, 2021, before me, Mary Kay Hendricks a Notary Public in and for said state, personally appeared DIANE B. WILSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Mary Kay Hendricks  
Notary Public in and for said State

[SEAL]



Mary Kay Hendricks  
NOTARY PUBLIC  
State at Large, Kentucky  
ID # 635970  
My Commission Expires  
December 21, 2023

**TENANT:**

BLUE MOON SOLAR LLC,  
a Kentucky limited liability company

By: [Signature]  
Name: JURGEN FEHR  
Title: MANAGER

STATE OF North Carolina )  
 ) ss.  
COUNTY OF Mecklenburg )

On July 2, 2021, before me, Brett Moulton, a Notary Public in and for said state, personally appeared Jurgen Fehr as Manager of BLUE MOON SOLAR LLC, a Kentucky limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Notary Public in and for said State

[SEAL]



This instrument was prepared by:

\_\_\_\_\_  
Brian D. Zoeller, Esq.  
Frost Brown Todd LLC  
400 W Market Street, Suite 3200  
Louisville, KY 40202



**Exhibit A**

Tax ID: 117-0000-009-00-000

Lying and being in Harrison County, Kentucky on the south side of the Millersburg and Cynthiana Turnpike about 2 miles East of Cynthiana, Kentucky, and is known as Lot No. 2 in the report of partition in the case of Willie Boston vs. John T. Gregory in the Bourbon Circuit Court and is known and bounded as follows, to wit

Being at a stone (a) corner to Cox then N  $83 \frac{3}{4}$  W 20.73 chains; to a stone (b) corner to same; thence N  $3 \frac{3}{4}$  E 22.64 chains to a stone (c) corner to same in the pike road thence N  $83 \frac{3}{4}$  .76 links to corner stone (d) in said road; thence S  $3 \frac{15}{16}$  E 67.72 to a stone (e) corner to Van Deren; thence S  $86 \frac{1}{4}$  E 19.70 chains to a stone (f) corner to Lebus; thence N  $6 \frac{1}{2}$  E 44.26 chains; thence to the beginning containing 93.96 acres.

**BEING** the same property conveyed to James Carrol Wilson and Diane Bruncker Wilson, husband and wife by Deed dated November 16, 2016, recorded November 17, 2016 in Book 345, Page 543, in the Office of the County Clerk of Harrison County, Kentucky.

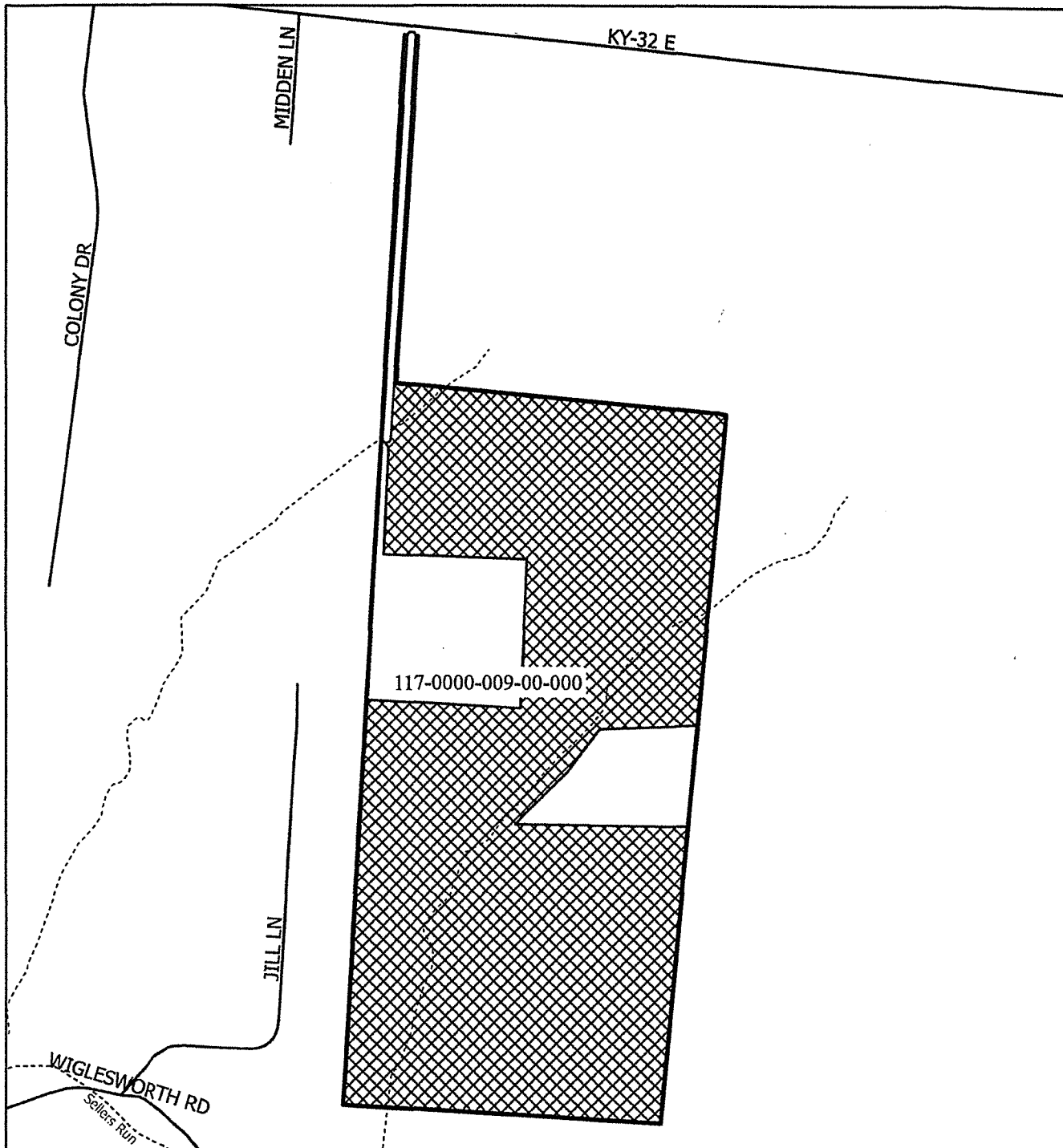
**Exhibit B to Memorandum of Solar Ground Lease Agreement**

**The Premises**



The Premises is the part of the Land consisting of approximately 78.7 acres, the approximate location of which is in the cross-hatched area shown below. A more detailed description of the Premises will be provided by Tenant pursuant to the terms of the Original Lease, and subject to the terms and conditions of Section 1(d) of the Original Agreement, Tenant may unilaterally substitute in place of this **Exhibit B** a more detailed description of the Premises by way of unilateral amendment of this Memorandum without the consent of Landlord, provided that Landlord agrees to sign such amendment if requested by Tenant.

[See Attached]

# Exhibit B



## Legend

-  The Premises
-  The Land



## PARCEL INFORMATION:

### PROJECT:

Blue Moon Solar LLC

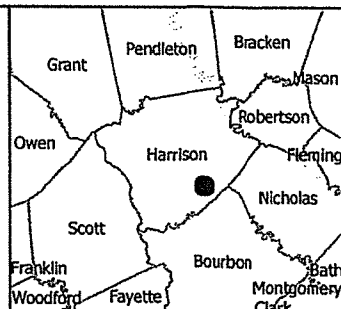
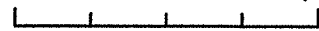
### OWNERSHIP:

James C. & Diane B. Wilson

### PARCEL IDENTIFICATION NUMBER:

117-0000-009-00-000

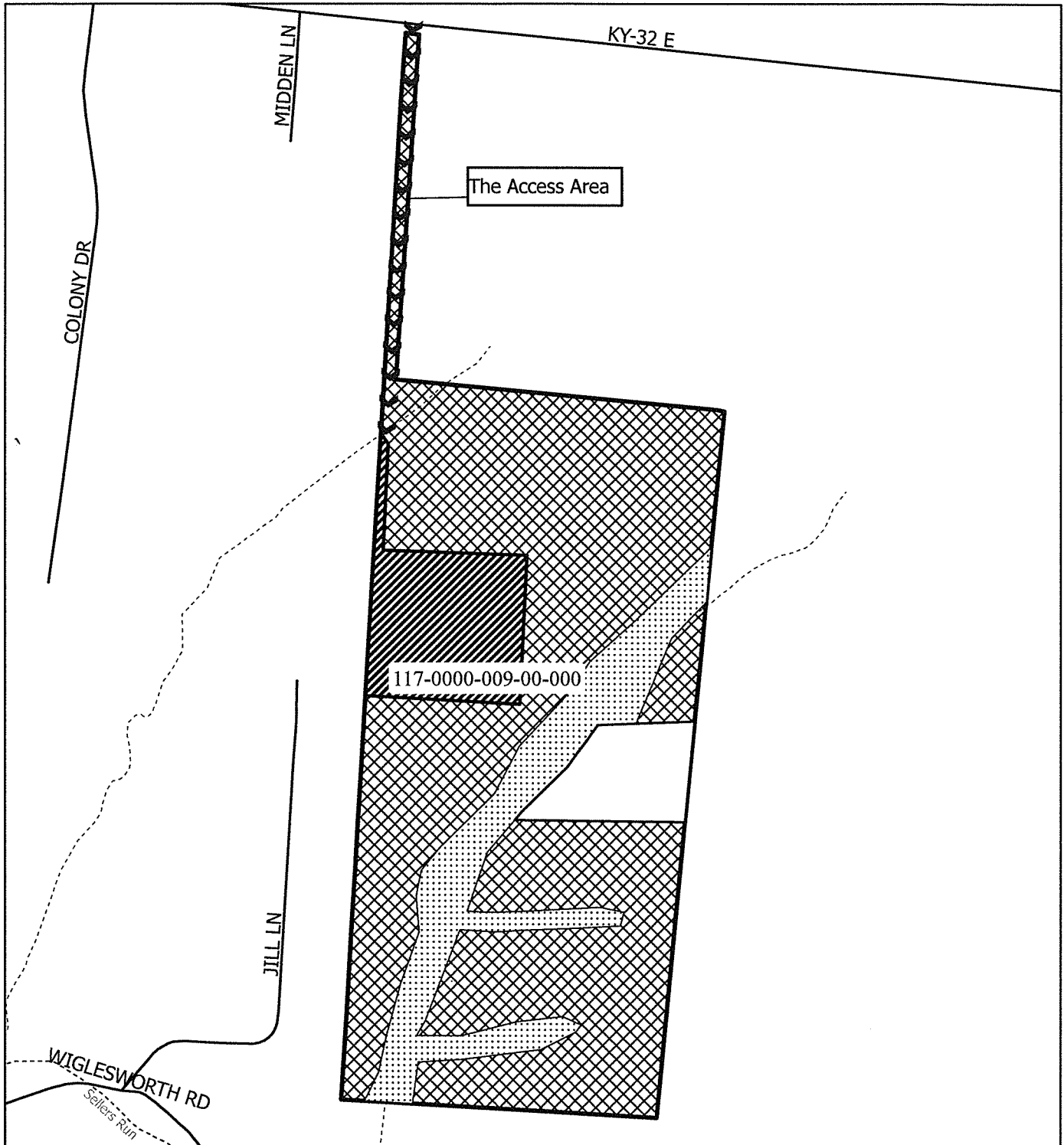
0 500 1,000 US Feet





**Exhibit B-1 to Memorandum of Solar Ground Lease Agreement**

# Exhibit B-1



## Legend

- ➤ The Access Area
- ▨ The Do Not Disturb Area
- ⋯ The Secondary Land
- ⊠ The Primary Land
- The Land



## PARCEL INFORMATION:

### PROJECT:

Blue Moon Solar LLC

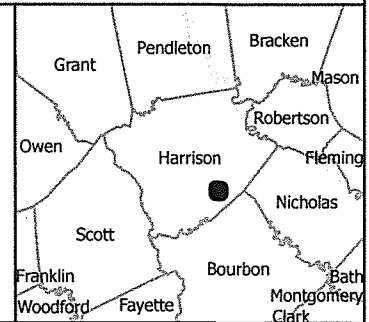
### OWNERSHIP:

James C. & Diane B. Wilson

### PARCEL IDENTIFICATION NUMBER:

117-0000-009-00-000

0 500 1,000 US Feet



WHEN RECORDED RETURN TO:

BLUE MOON SOLAR LLC  
c/o Geenex Solar  
7804-C Fairview Rd. #257  
Charlotte, NC 28226  
Attention: Walter Putnam

LODGED FOR RECORD  
HARRISON COUNTY CLERK

MAR 02 2022

TIME 1:55 pm  
LINDA S. BARNES  
CLERK HARRISON CO.

### MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this 2 day of July, 2021, by and between **CHAPEL MASTIN, JR.**, also known as **CHAPEL MASTIN**, and also known as **JAMES CHAPEL MASTIN**, who was married once to Rachel Mastin, who is now deceased ("Landlord"), and **BLUE MOON SOLAR LLC**, a Kentucky limited liability company ("Tenant") with its primary place of business located at 7804-C Fairview Road, #257, Charlotte, NC 28226.

1. Landlord and Tenant entered into that certain Solar Ground Lease Agreement dated December 8, 2017 (the "Lease"), pertaining to a portion of the land located in Harrison County, Kentucky more fully described in **Exhibit A** attached hereto (the "Land"). In the Lease, Landlord leased to Tenant approximately 164 acres of the Land in the area generally depicted on **Exhibit B** attached hereto, together with all improvements, fixtures, personal property and trade fixtures located thereon, and all other appurtenances, tenements, hereditaments, rights and easements pertaining thereto now or in the future located thereon (collectively, the "Premises").
2. The term of the Lease commenced on December 8, 2017 and it shall expire 240 months after the Rent Commencement Date, subject to the extensions described below. Pursuant to the Lease, the "Rent Commencement Date" is the earlier of (i) December 31, 2020 or (ii) the date that the solar farm constructed by Tenant on the Premises achieves commercial operation and is delivering electricity to the applicable utility (such date being the commercial operation date as determined by any applicable agreement between Tenant and the utility), subject to extension of the Rent Commencement Date until December 31, 2023 as provided in the Lease.
3. The Lease has four (4) renewal terms of five (5) years each.
4. Tenant shall be entitled to use the Premises for operation of a solar photovoltaic power array for the generation of electric power and ancillary and associated uses.
5. The Lease includes non-exclusive easements in favor of Tenant for ingress and egress, transmission lines, collection lines, and data and telecommunications lines, and related facilities and improvements, on, above, under and across Landlord's Adjacent Property, which is defined as all or any portion of the Released Premises, as that term is defined in the Lease.

6. In the Lease Landlord waived the lien granted under Kentucky Revised Statutes §383.070 as to any personal property of Tenant or any sublessee under any sublease claiming under Tenant located on the Premises.
7. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.
8. This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the parties have executed this Memorandum as of the date first above written.

**LANDLORD:**

**CHAPEL MASTIN, JR., AKA, CHAPEL MASTIN,  
AKA JAMES CHAPEL MASTIN**

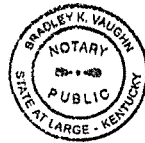
Chapel Mastin

STATE OF KENTUCKY )  
 ) ss.  
COUNTY OF HARRISON )

On JUNE 13, 2021, before me, BRADLEY K VAUGHN a Notary Public in and for said state, personally appeared Chapel Mastin, Jr., aka, Chapel Mastin, aka James Chapel Mastin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

BRADLEY K VAUGHN  
Notary Public in and for said State



Bradley K. Vaughn  
NOTARY PUBLIC  
State at Large, Kentucky  
ID # 635971  
My Commission Expires  
December 21, 2023







## Exhibit A

Tax ID No. 130-0000-012-00-000

### TRACT 1:

Consisting of 21 acres and situated about 6 miles from Cynthiana, Kentucky, on the line of the Cynthiana and Ruddles Mills Turnpike, and lying and being on Paddy's Run, and described as follows:

BEGINNING at a stone in Lafe Dill's like at M (I) on the plat corder to Lot No. 1; thence S. 86-1/2 east 4.03 chains to a stone at (L), (2); thence south 39-3/4 east 5.22 chains to a stone at (K) (3); thence N. 77-1/2, east 20 links to a stone at (J) (4); thence south 36-1/2 east 17.46 chains to a stone at (I) (5), comer to Lot No. 3; thence south 85 W. 18.31 chains to a stone at (N) (6); thence north 3.4 west 19.41 chains to the point of beginning, containing 21 acres.

### Parcel 1 (1.469 Acres):

All that certain tract or parcel of land, lying and being located in Harrison County, Kentucky: and situated on the east side of Ruddles Mills Pike (KY HWY 1940) and the north side of Steffe Lane; and more particularly described as follows:

Unless stated otherwise, any monument referred to herein as an "iron pin" is a set #4 rebar, eighteen (18") inches in length, with an orange cap stamped "Darnell 3553." All bearings stated herein are referenced to the Parent Tract

BEGINNING at a mag nail set in the center of Ruddles Mills Pike (KY HWY 1940), a comer to a new division of Charles C. Tribble & Ernestine S. Tribble; said point lying N. 08° 30' 00" W. 272.44 feet from a rail road spike at the intersection of Ruddles Mills Pike (KY HWY 1940) and Steffe Lane; thence with a new division of Charles C. Tribble & Ernestine S. Tribble N. 78° 08' 49" E. passing an iron pin at 21.59 feet, in all 261.39 feet to an iron pin and S. 04° 48' 01" W. passing an iron pin at 282.88 feet, in all 302.88 feet to a mag nail in the center of Steffe Lane; thence with the center of Steffe Lane S. 83° 36' 09" W. 191.39 feet to a rail road spike at the intersection of Ruddles Mills Pike (KY HWY 1940) and Steffe Lane; thence with the center of Ruddles Mills Pike N. 30' 00" W. 272.44 feet to the point of beginning containing an area of 1.469 acres more or less, and being subject to any and all easements or rights-of-way of record and in existence and in accordance with a survey and plat by Allen Patrick Darnell, PE, PLS on March 24, 2004. See Plat recorded in Plat Cabinet 4, Page 534A.

**TRACT 1 BEING** the same property conveyed to Chapel Mastin by Deed dated August 22, 2012, recorded August 24, 2012 in Book 322, Page 672 in the Office of the County Clerk of Harrison County, Kentucky.

### TRACT 2:

Beginning at a corner post in the common line between Kay B. Custer and Stanley Houston, said point being located N 41° 31' W 1418.41 feet from the center line of Monson Road; thence for a new call with Kay B. Custer N 39° 18' W 94.06 feet to a corner post, corner with Chapel Mastin; thence with Chapel Mastin for two calls, S 84° 59' W 791.59 feet to a corner post and S 06° 16' E 1248.72 feet to a corner post in the line of Stanley Houston; thence with Stanley Houston for two calls, s

85\*19' E 647.51 feet to a corner post and N 02\* 57' E 1292.16 feet to the beginning and containing 22.384 acres and being subject to easements and rights-of-way of record and in existence and in accordance 1th a field survey by William H. Finnie & Associates in May, 1989; a copy of said plat being recorded in Plat Cabinet 2, Sheet 135B.

**TRACT 2 BEING** the same property conveyed to Chapel Mastin by Deed dated March 8, 1993, recorded September 17, 1993 in Book 198, Page 402 in the Office of the County Clerk of Harrison County, Kentucky.

### **TRACT 3:**

#### **Parcel I**

BEGINNING at an iron pin in the center of the Wilson spur turn-pike road, corner to Mrs. R. B. McFarland, nee Sallie V. Wilson thence North 0 degrees 25' West 20.02 chains to a post corner to Robert D. Wilson on and in Turney McKee's line; thence with his line North 86 degrees 50' West 18.53 chains to a point in the center of the branch, corner to Collier; thence with his said line South 0 degrees 25' East 21.85 chains to an iron pin in the center of the aforesaid turnpike road; thence with the center of same North 83 degrees 35' East 8.48 chains thence North 5G degree; 30' East 1.18; thence South 72 degrees 15' East 1.18 chains to the point of beginning, containing twenty-two acres more or less.

#### **Parcel II:**

"Beginning at a iron pin in the turnpike road at a point A on the map or plat of the said division; thence S 70-1/2 E 8 chains to an iron pin at "b"; thence S 69-3/4 E 70 links to an iron pin in the said turnpike road at "C"; thence N 3/4 W. 17.32 chains to a stone at "R"; thence N 86 W 4.15 chains to a stone at "O" in line of W. C. Collier; thence S 3 4 E 14.95 chains to the beginning, containing 13 acres of land."

#### **Parcel III:**

##### Tract No. 1:

BEGINNING at an iron pin the center of the pike corner to W.M. Goodwin at "B" on the plot; thence East 5.60 chains to a stone near a hedge fence at "C"; thence N. 3/4 W. 21.65 chains to a stone at "M" in line to Lafe Diltz; thence with his line N. 86-1/2 W. 5.60 chains to a post at "A"; thence S. 5/8 E. 22.06 chains to the point of beginning containing twelve (12) acres.

##### Tract No. 2:

BEGINNING at a stone in Berry's line at "F"; thence S. 88" W. 9.36 chains to a stone at "S" thence N. 42 W. 8.85 chains to a gate post at end of pike at "P"; thence West 70 links to a point in the center of pike at "W"; thence S. 42 E. E, 9.90 chains to a stone at "R"; thence S. 3/4 E. 15.05 chains to a stone at "D"; in line of W. M. Goodwin; thence S. 85 1/2 E. 9.33 chains to a stone, corner to Lee Houston; thence S. 86-1/2 E. 1.57 chains to a stone corner to same; thence N. 6 1/2 W. 16.92 chains to the point of beginning, containing seventeen (17) acres. This tract of land has a passway over it for the benefit of lot No. 3 in the division of the lands of John C. Wilson, from "P" to "Q" designated on the plat.

Tract No. 3:

BEGINNING at a stone "T" a corner to Lot No. 5; thence N. 86-W. 5.04 chains to a stone at "R"; thence S.  $\frac{3}{4}$  E. 17.32 chains to an iron pin at "C"; thence S 69-3/4 E. 1.81 chains to center of Culvert at "D"; thence S 58-3/11 E. 3.63 chains to an iron pin at "E"; thence S. 58-1/4 E. 8 links to a stake in the said pike at "F"; thence N. 3/4 W. 19.46 chains to the point of beginning containing, nine (9) acres. This is Lot No. 2 in the division of the lands of N. B. Wilson. There is a passway reserved over the aforesaid tract for the benefit and use of Lots 5 and 6, allotted to Maggie W. Cox and the children of Robert D. Wilson (in the division of the lands of N. B. Wilson) leading from Lot No. 6 north of and along the line from the point "S" to the point "T", and from the point "T" along the east line of lot no. 2, but west of said line out to the point "F" in the pike.

Tract No. 4:

BEGINNING at an "I" iron pin in the pike; thence N 5/8 W. 22.06 chains to a post at "J" a corner to Lafe Diltz; thence N. 86 W. 4.75 chains to a stone at "U"; thence S. 5/8E. 18.40 chains to a stone near corn crib at "V"; thence S. 87 W. 25 links to a stone; thence S. 3/4 W. 3.43 chains to a point in the said pike at "H"; thence s. 82-3/4 E. 5.16 chains to the point of beginning containing ten and  $\frac{51}{100}$  (10.51) acres.

Tract No. 5:

BEGINNING at a stone "M" in James Gibbons line; thence N. 85 W. 10.14 chains to a stke at "N"; thence S. 4-3/4 W. 3.70 chains to a stone at "C"; thence N. 88 W. 1.86 chains to a stone at "P"; thence S. 3/4 E. 5.11 chains to a stone at "Q"; thence S. 86 E. 12.22 chains to a point "S": thence N. 1 W. 8.71 chains to the point of beginning, containing ten (10) acres. This tract includes the right of passway over lots No. 5 and No. 2 (of the division of the lands of N. B. Wilson); out to the turnpike from the point "S" to the turnpike at "F".

#### Parcel IV

Tract No. 1:

Beginning at a point "G" as indicated on the plat of the division of the lands devised to these parties by John C. Wilson, deceased, which is a stone corner to Berry, thence S 6-1/2 E, 2.04 chains to a stone at "F": thence S. 88 W. 9.39 chs. to a stone at "S"; thence N. 42 W. 8.85 chs. to a gate post at the end of pike at "P"; thence E. 3.24 chains to a stone at "O", near the Hedge fence; thence N 3/4 E. 2.24 chs to a stone at "N"; thence N 85 E 18.31 chs. to a stone at "I" in line of said Berry; thence with his line S 38-1/2 E 8.95 chs to a stone at "H"; thence S 85 W 12.00 chs to the point of beginning, containing 18 acres. This is known as lot No. 3 of the said division and this said lot has a right of way out over lot No. 4 from point "P" to "Q" designated on said plot.

Tract No. 2:

All that certain tract or parcel of land lying and being in Harrison County, and bounded and described as follows:

Beginning at a stone at "W" a corner to lot No. 5; thence N 86 W 5.81 chs. to a stone at "T"; thence S 3/4 E 19.46 chs. to a stone at "F"; thence S 56-1/4 E 3.95 chs. to a stake at "G"; thence S 82-3/4 E. 2.28 chs to a stake in the center of the pike at "H": thence N 3/4 E. 3.43 chs to a stone near the corn crib at "W"; thence N 87 E 25 links to a stone at "V"; thence N 3/4 W. 18.40 chs. to the point of beginning, containing Twelve Acres.

Parcel V

Known as Lot #5, in the division and allotment made as aforesaid herein; BEGINNING at a fence post at J, a corner of Lafe Diltz, thence N. 5/8 W. 8.21 chains a fence post, corner to same; thence N. 39 W. 29 links to a stone near a Walnut and Hackberry tree; thence N 85, W 11. 33 chains to a stone in James Gibbon's line at "M" a corner to Lot No. 6, thence S. 1. E 8.71 chains to a stone at "S". thence 86. E 12.53 chains to the of beginning, containing TEN (10) Acres.

**EASEMENT:**

The above-described property is subject to an easement granted by Wilson Cox, etc. to Lolla Steffe by deed dated February 15, 1968, and recorded in Deed Book 130, Page 894. A certain tract or parcel of land lying in the County of Harrison, State of Kentucky, at the East end of Steffe Lane being further described as follows: Beginning at a gate post on the west side of the driveway at its intersection with the North side of Steffe Lane a corner with same and Wilson Cox; thence N 3° 25' E. 62 chains with line of Wilson Cox, across Paddys Run to a set stake; thence four more calls with Wilson Cox, N 16°55' E .44 ch. to a set stake; thence N 51° 58' E. 25 ch. to a set stake; thence N 72° 25' E 2.575 ch. to a set stake; thence N 36°35' E 1.635 ch. to a set stake, a corner with Charles C. & Ernestine S. Tribble; thence with two of their line S 0°45' E 414 ch. to a set stake, a corner with Wilson Cox; thence with his line five more calls, S 36° 03' 51' W 1. 27 ch. to a set stake; thence S 63° 30' E. 28 ch. to a set stake; thence S 72° 25' W 2.51 ch. to a set stake on the northwest side of a large cedar tree; thence S 4°10' W .337 ch. to a set stake; thence S 10°30' W. 625 ch. across Paddys Run to a gate post on the east side of above said drive way, a corner with Steffe Lane; thence N 88°30' W .19 ch. across driveway to the beginning point; containing . 13 (13/100) acres. According to a survey by Berlyn Brown, Land Surveyor on December 16, 1967. See Plat recorded in Deed Book 130, Page 892.

**TRACT 3 BEING** the same property conveyed to Chapel Mastin by Deed dated December 27, 1974, recorded December 31, 1974, in Book 143, Page 398 in the Office of the County Clerk of Harrison County, Kentucky.

**Exhibit B to Memorandum of Solar Ground Lease Agreement**

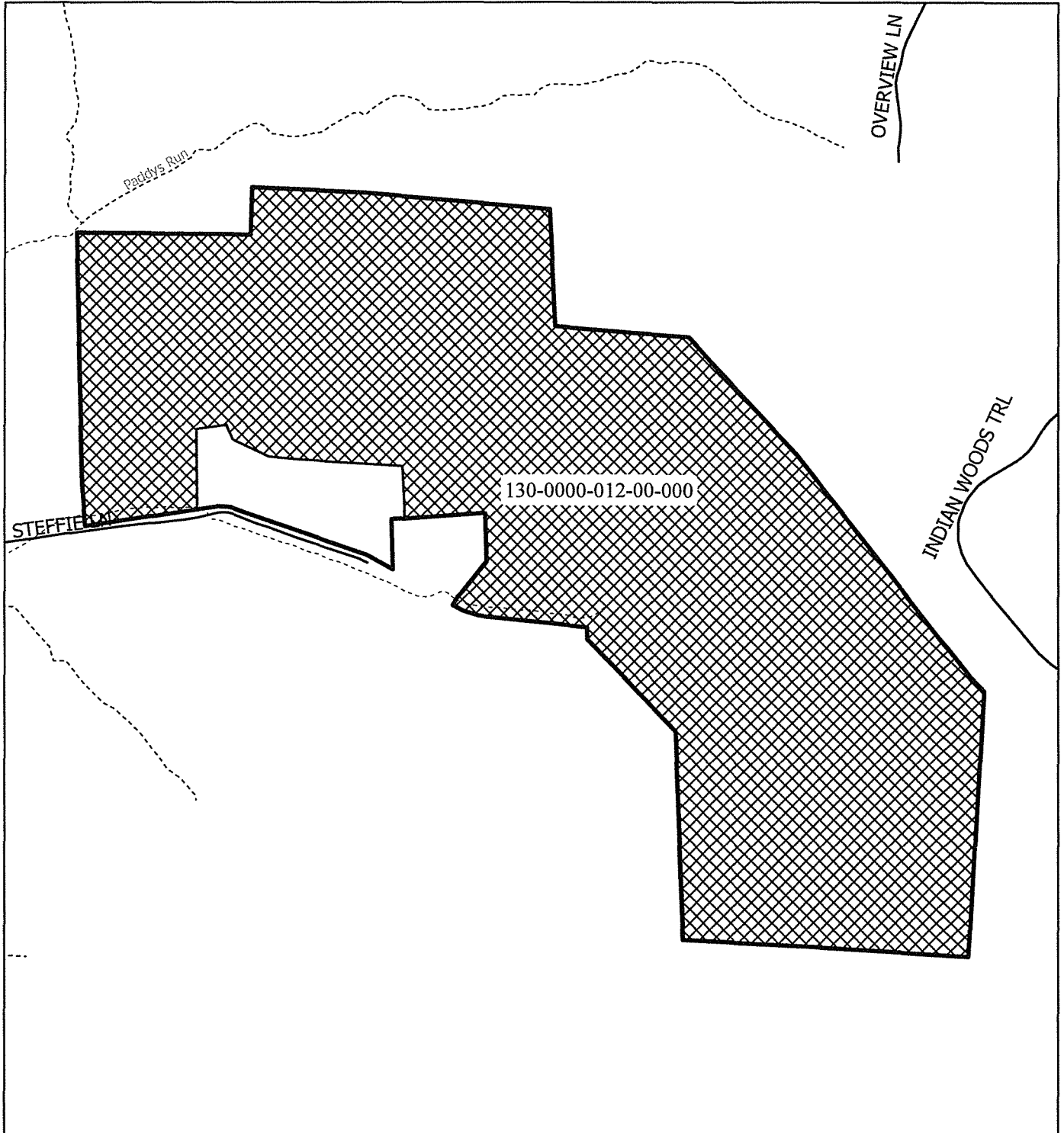
The Premises

The Premises is the part of the Land consisting of approximately 164 acres, the approximate location of which is in the cross-hatched area shown below. A more detailed description of the Premises will be provided by Tenant pursuant to the terms of the Original Lease, and subject to the terms and conditions of Section 1(d) of the Original Lease, Tenant may unilaterally substitute in place of this **Exhibit B** a more detailed description of the Premises by way of unilateral amendment without the consent of Landlord, provided that Landlord agrees to sign such amendment if requested by Tenant.



[See Attached]

State of Kentucky, County of Harrison  
I, Linda S. Barnes, Clerk of Harrison County, do hereby certify  
that the foregoing Agreement was on the 2 day  
of March 2022; at 1:55 PM; lodged in my office  
certified as above for record; whereupon, the same and this  
certificate are now duly recorded.  
Given under my hand this the 7 day of Mar 2022  
Linda S. Barnes Clerk, By: Shelley Coppock

# Exhibit B



### Legend

-  The Premises
-  The Land

0 500 1,000 US Feet



### PARCEL INFORMATION:

PROJECT:

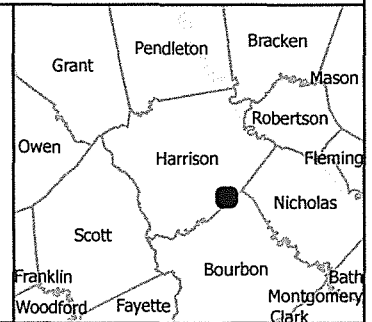
Blue Moon Solar LLC

OWNERSHIP:

Chapel Mastin Jr.

PARCEL IDENTIFICATION NUMBER:

130-0000-012-00-000



WHEN RECORDED RETURN TO:

BLUE MOON SOLAR LLC  
c/o Geenex Solar  
7804-C Fairview Rd. #257  
Charlotte, NC 28226  
Attention: Walter Putnam

LODGED FOR RECORD  
HARRISON COUNTY CLERK

MAR 14 2022

TIME 10:17 AM  
LINDA S. BARNES  
CLERK HARRISON CO.

State of Kentucky, County of Harrison  
I, Linda S. Barnes, Clerk of Harrison County, do hereby certify  
that the foregoing Easement was on the 14 day  
of March 2022; at 10:17 AM; lodged in my office  
certified as above for record; whereupon, the same and this  
certificate are now duly recorded.

Given under my hand this the 14 day of Mar 2022  
Linda S. Barnes Clerk, By: Shelley Coppage C.

Parcel ID No: 130-0000-004-00-000

SPACE ABOVE THIS LINE FOR  
RECORDER'S USE

**MEMORANDUM AND AMENDMENT TO ACCESS AND UTILITY EASEMENT**

This MEMORANDUM AND AMENDMENT TO ACCESS AND UTILITY EASEMENT (this "Memorandum") is dated and made as of July 13 2021, by and between **Sarah Jane Haley (also known as Sarah J. Colson) and her spouse, Barry Wayne Haley** (collectively, "Grantor"), and **BLUE MOON SOLAR LLC**, a Kentucky limited liability company ("Grantee").

WHEREAS:

A. Grantor and Grantee have entered into that certain Access and Utility Easement dated as of October 15, 2019 (the "Easement Agreement"), which is incorporated herein by reference as though fully set forth herein, by which Grantor granted to Grantee a thirty foot (30') wide non-exclusive easement for vehicular and pedestrian ingress, egress, and access over and across the Access Easement Area described therein, and a thirty foot (30') wide exclusive easement for above-ground and underground transmission line facilities, collection line facilities, and telecommunication line facilities, over and across the Utility Easement Area described therein, all according to the terms and conditions of the Easement Agreement.

B. Grantor and Grantee desire to amend the Easement Agreement as set forth herein and to enter into this Memorandum, which is to be recorded in order that third parties may have notice of the interests of Grantee in the property described in the Easement Agreement and of the existence of the Easement Agreement.

NOW, THEREFORE, in consideration of the payments and covenants provided in the Easement Agreement to be paid and performed by Grantee, and intending to be legally bound, Grantor and Grantee agree as follows:

1. All of the terms, conditions, provisions and covenants of the Easement Agreement are

hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Easement Agreement and this Memorandum shall be deemed to constitute a single instrument or document.

2. **Grantor Parcel; Grantee Parcel; Utility Easement Area; and Access Easement Area.** **Exhibit A** to the Easement Agreement, which describes the Grantor Parcel, is replaced with **Exhibit A** attached hereto and incorporated herein. **Exhibit B** to the Easement Agreement, which describes the "Grantee Parcel", is deleted, but not replaced with a new **Exhibit B**. **Exhibit C** to the Easement Agreement, which describes the Utility Easement Area, is replaced with **Exhibit C** attached hereto and incorporated herein. **Exhibit D** to the Easement Agreement, which describes the Access Easement Area, is replaced with **Exhibit D** attached hereto and incorporated herein. Grantee may have surveys prepared of the Utility Easement Area and/or the Access Easement Area and unilaterally amend this Memorandum to replace **Exhibits C and D** with more detailed descriptions of the Utility Easement Area and/or the Access Easement Area. Grantor's signature to such amendment shall not be required, but Grantor agrees to sign such amendment if requested by Grantee within fifteen (15) days of written request.
3. **Grantee Parcel.** The Second recital of the Easement Agreement is deleted and replaced with the following:

"WHEREAS, Grantee leases certain real property near the Grantor Parcel (the "**Grantee Parcel**"); and".
4. **Term.** The Utility Easement and the Access Easement commenced on October 15, 2019, and the easements are perpetual.
5. **Mortgagee Protection.** The following is added to the end of Section 22 of the Easement Agreement:

"Any Mortgagee shall have the right to cure any default by Grantee hereunder, and Grantor will accept such cure of any default of Grantee. As a precondition to Grantor exercising any rights or remedies as a result of any alleged default by Grantee or any Mortgagee and if Grantor has been provided written confirmation of the name, address and contact information for such lender or mortgagee of Grantee, Grantor shall give written notice of the default to such Mortgagee concurrently with delivery of such notice to Grantee, as applicable, specifying in detail the alleged event of default. Grantee shall have forty-five (45) days after receipt of notice of default to remedy the default, or cause the same to be remedied, plus, in each instance, the Mortgagee shall have an additional time period of forty-five (45) days to complete such cure in the event Grantee fails to remedy the default within the initial forty-five (45) day period. Any Mortgagee of Grantee shall have the absolute right: (i) to assign its security interest; (ii) to enforce its lien and acquire title to the easement estate by any lawful means; (iii) to take possession of the Easement Area or any portion thereof, to exercise all of Grantee's rights hereunder, and to perform all obligations to be



performed by Grantee hereunder, or to cause a receiver to be appointed to do so; and (iv) to acquire the easement estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the easement estate to a third party. Grantor's consent shall not be required for the acquisition of the encumbered easement or sub-easement estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

6. As amended by this Memorandum, Grantor and Grantee agree that the Easement Agreement (i) is valid and in full force and effect, enforceable against the Parties and their heirs, legal representatives, successors and assigns in accordance with its respective terms, (ii) has not been waived, surrendered, canceled, terminated, supplemented, modified, amended or abandoned (orally or in writing), except as otherwise provided herein, and (iii) constitutes the entire agreement between the Parties (including their affiliates) with respect to the subject matter contained therein. The Parties acknowledge and agree that there exists no dispute between Grantor and Grantee and that no event has occurred and no condition exists that constitutes, or that with the giving of notice or the lapse of time or both, would constitute, a default by either Party under the Easement Agreement.
7. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Easement Agreement. Should there be any inconsistency between the terms of this Memorandum and the Easement Agreement, the terms of this Memorandum shall prevail.
8. This Memorandum may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and each such counterpart shall, when combined with all other such counterparts, constitute one agreement binding on the parties hereto.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

**GRANTOR:**

**Sarah Jane Haley (also known as Sarah J. Colson)**

Sarah Jane Haley

**Barry Wayne Haley**

Barry Haley

STATE OF KENTUCKY )  
 ) ss.  
COUNTY OF HARRISON )

BRADLEY K. VAUGHN

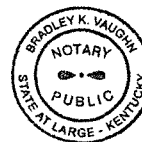
On JULY 7, 2021, before me, ~~SARAH JANE HALEY~~, a Notary Public in and for said state, personally appeared **Sarah Jane Haley (also known as Sarah J. Colson)**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Bradley K. Vaughn*

Notary Public in and for said State

[seal]



Bradley K. Vaughn  
NOTARY PUBLIC  
State at Large, Kentucky  
ID # 635971  
My Commission Expires  
December 21, 2023

STATE OF KENTUCKY )  
 ) ss.  
COUNTY OF HARRISON )

BRADLEY K. VAUGHN

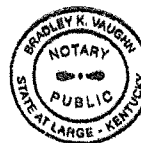
On JULY 7, 2021, before me, ~~BRADY WAYNE HALEY~~, a Notary Public in and for said state, personally appeared **Barry Wayne Haley**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Bradley K. Vaughn*

Notary Public in and for said State

[seal]



Bradley K. Vaughn  
NOTARY PUBLIC  
State at Large, Kentucky  
ID # 635971  
My Commission Expires  
December 21, 2023





**Exhibit A**

Tax ID: 130-0000-004-00-000

BEGINNING at a set P-K nail in the center of Ky. Hwy. No. 1940 (Ruddles Mill Road) a corner with Eddie Magee, Jr., Deed Book 126, page 410; thence N 89°35'47" E - 202.60 feet with line and fence of Eddie Magee, Jr., to a set iron pipe in fence, a corner with Charles Tribble, Deed Book 130, Page 782; thence with Charles Tribble two calls, S 06°17'43" E 287.32 feet with fence (part way) to a set iron pin in fence; thence S 84°51'45" W - 193.54 feet to, then with garden fence (part way) to a set P-K nail in the center of Ky. Hwy. No. 1940 (Ruddles Mill Road); thence with center of said road three calls, N 11°25'45" W 146.60 feet to a set P-K nail; thence N 06°25'28" W - 64.46 feet to a set P-K nail; thence N 03°05'52" W - 93.87 feet to the beginning point containing one and 3763/10000 (1.3763) acres according to a new survey prepared by Berlyn, Brown, Kentucky registered land surveyor (#763) dated July 17, 1982; a copy of plat being recorded in Plat Cabinet 1, Page 62D

**BEING** the same property conveyed to Sarah J. (Colston) Haley by Deed dated April 15, 1991, recorded May 10, 1991 in Deed Book 188, Page 136 in the Office of the County Clerk of Harrison County, Kentucky.

**EXHIBIT B**

*Not used.*

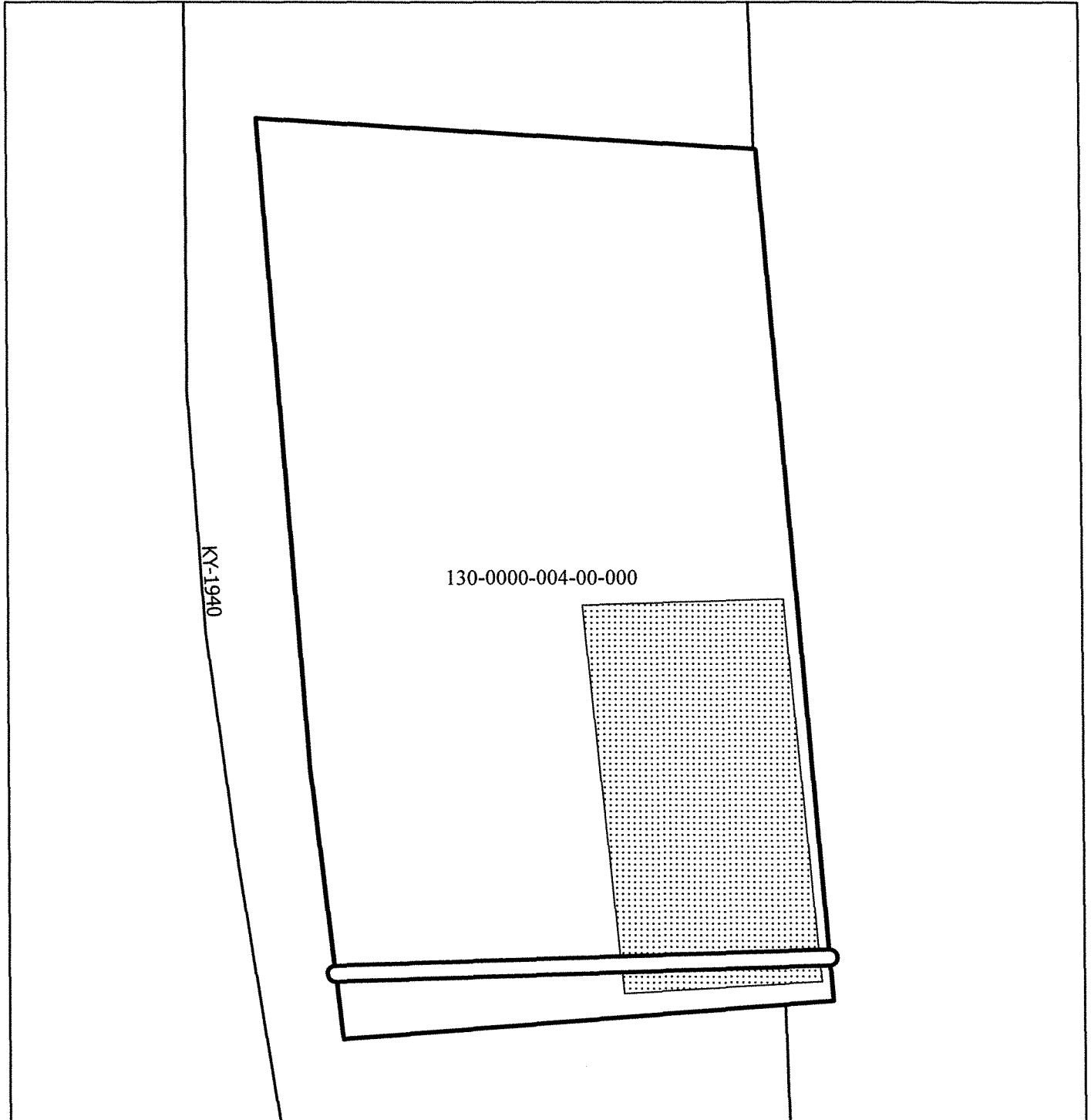
**EXHIBIT C**

**Utility Easement Area**

*[Pursuant to the terms of the Easement Agreement and upon request by Grantee, a more particular legal description shall be added to this Exhibit C]*






# Exhibit C



\*Note: The Easement Area has been enlarged for illustrative purposes only.

## Legend

-  The Utility Easement Area\*
-  The Approx. Septic System Area
-  The Grantor Parcel

0 45 90 US Feet



## PARCEL INFORMATION:

### PROJECT:

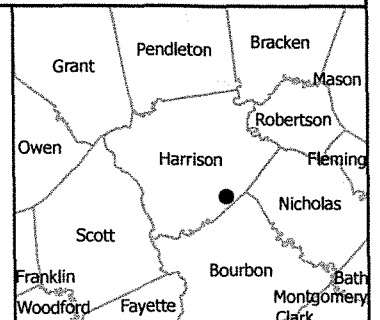
Blue Moon Solar LLC

### OWNERSHIP:

Sarah Jane Haley & Barry Wayne Haley

### PARCEL IDENTIFICATION NUMBER:

130-0000-004-00-000

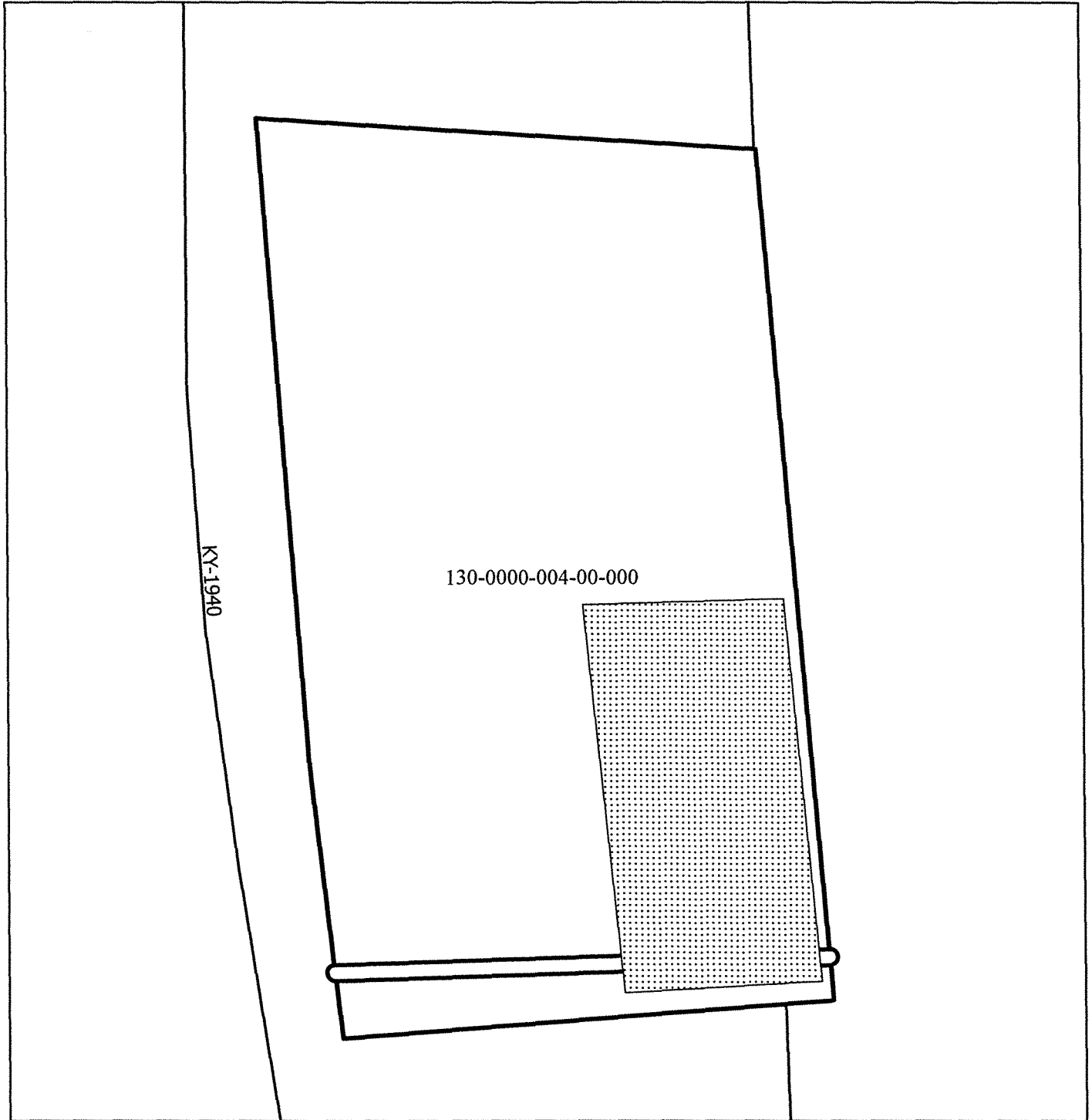


**EXHIBIT D**

**Access Easement Area**




*[Pursuant to the terms of the Easement Agreement and upon request by Grantee, a more particular legal description shall be added to this Exhibit D]*

# Exhibit D



\*Note: The Easement Area has been enlarged for illustrative purposes only.

## Legend

-  The Approx. Septic System Area
-  The Access Easement Area\*
-  The Grantor Parcel

0 45 90 US Feet

## PARCEL INFORMATION:

### PROJECT:

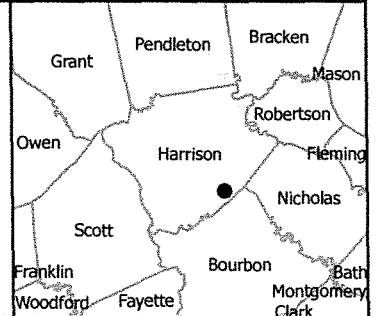
Blue Moon Solar LLC

### OWNERSHIP:

Sarah Jane Haley & Barry Wayne Haley

### PARCEL IDENTIFICATION NUMBER:

130-0000-004-00-000



Bk. 376 Pg. 84

State of Kentucky, County of Harrison  
I, Linda S. Barnes, Clerk of Harrison County, do hereby certify that the foregoing Agreement was on the 2 day of March 2022, at 1:59 P.M.; lodged in my office certified as above for record; whereupon, the same and this certificate are now duly recorded.  
Given under my hand this the 7 day of Mar 2022  
Linda S. Barnes Clerk, By: Shelley Coppage D.

WHEN RECORDED RETURN TO:

BLUE MOON SOLAR LLC  
c/o Geenex Solar  
7804-C Fairview Rd. #257  
Charlotte, NC 28226  
Attention: Walter Putnam

LODGED FOR RECORD  
HARRISON COUNTY CLERK

MAR 02 2022  
TIME 1:59 pm  
LINDA S. BARNES  
CLERK HARRISON CO. LC

**MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT**

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this 15 day of July, 2021, by and between **Georgia B. McCauley**, who is not married and **Pamela McCauley White** and her husband, **William T. White** (collectively "Landlord"), and **BLUE MOON SOLAR LLC**, a Kentucky limited liability company ("Tenant") with its primary place of business located at 7804-C Fairview Road, #257, Charlotte, NC 28226.

1. Landlord and Tenant entered into that certain Solar Ground Lease Agreement dated January 5, 2018, which agreement was amended by First Amendment to Solar Ground Lease Agreement of even date herewith (collectively, the "Lease"), pertaining to all or a portion of the land located in Harrison County, Kentucky more fully described in **Exhibit A** attached hereto (the "Land"). In the Lease, Landlord leased to Tenant approximately 48 acres of the Land as depicted on **Exhibit B** attached hereto, together with all improvements, fixtures, personal property and trade fixtures located thereon, and all other appurtenances, tenements, hereditaments, rights and easements pertaining thereto now or in the future located thereon (collectively, the "Premises").
2. The term of the Lease commenced on January 5, 2018 and it shall expire 240 months after the Rent Commencement Date, subject to the extensions described below. Pursuant to the Lease, the "Rent Commencement Date" is the earlier of (i) December 31, 2020 or (ii) the date that the solar farm constructed by Tenant on the Premises achieves commercial operation and is delivering electricity to the applicable utility (such date being the commercial operation date as determined by any applicable agreement between Tenant and the utility), subject to extension of the Rent Commencement Date until December 31, 2023 as provided in the Lease.
3. The Lease has four (4) renewal terms of five (5) years each.
4. Tenant shall be entitled to use the Premises for operation of a solar photovoltaic power array for the generation of electric power and ancillary and associated uses.
5. The Lease includes non-exclusive easements in favor of Tenant for ingress and egress, transmission lines, collection lines, and data and telecommunications lines, and related facilities and improvements, on, above, under and across Landlord's

Adjacent Property, which is defined as all or any portion of the Released Premises, as that term is defined in the Lease.

6. In the Lease Landlord waived the lien granted under Kentucky Revised Statutes §383.070 as to any personal property of Tenant or any sublessee under any sublease claiming under Tenant located on the Premises.
7. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.
8. This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

*[Signature pages follow]*

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

**LANDLORD:**

William T. White

x William T. White

Pamela McCauley White

x Pamela McCauley White

Georgia B. McCauley

x Georgia B. McCauley

STATE OF Kentucky )  
 ) ss.  
COUNTY OF Harrison )

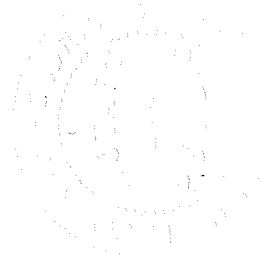
On 7-12-, 2021, before me, Mary Kay Hendricks, a Notary Public in and for said state, personally appeared William T. White, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Mary Kay Hendricks  
Notary Public in and for said State



Mary Kay Hendricks  
NOTARY PUBLIC  
State at Large, Kentucky  
ID # 635970  
My Commission Expires  
December 21, 2023



STATE OF Kentucky )  
 ) ss.  
COUNTY OF Harrison )

On 7-12-, 2021, before me, Mary Kay Hendricks, a Notary Public in and for said state, personally appeared Pamela McCauley White, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Mary Kay Hendricks  
NOTARY PUBLIC  
State at Large, Kentucky  
ID # 635970  
My Commission Expires  
December 21, 2023

Mary Kay Hendricks  
Notary Public in and for said State



STATE OF Kentucky )  
 ) ss.  
COUNTY OF Harrison )

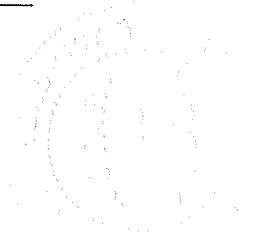
On 7-12-, 2021, before me, Mary Kay Hendricks a Notary Public in and for said state, personally appeared Georgia B. McCauley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Mary Kay Hendricks  
NOTARY PUBLIC  
State at Large, Kentucky  
ID # 635970  
My Commission Expires  
December 21, 2023

Mary Kay Hendricks  
Notary Public in and for said State





This instrument was prepared by:

A handwritten signature in black ink, appearing to read "B. Zoeller". The signature is written in a cursive style with a large initial "B".

---

Brian D. Zoeller, Esq.  
Frost Brown Todd LLC  
400 W Market Street, Suite 3200  
Louisville, KY 40202

**Exhibit A**

Tax ID: 116-0000-012-01-000

Beginning at a point in the center of the Millersburg Pike; thence S 4° 35' W 22.62 chains to a post corner to Joe Kaufman in George Midden's line; thence with Midden's line N 6° 50' E 22.58 chains to the center of the Pike; thence with the center of the Pike N 83° 00' W 21.75 chains to the beginning containing 48 acres.

**BEING** the same property conveyed to Pamela McCauley White and Georgia B. McCauley by Deed dated November 3, 2008, recorded December 23, 2008 in Book 306, Page 553 in the Office of the County Clerk of Harrison County, Kentucky.

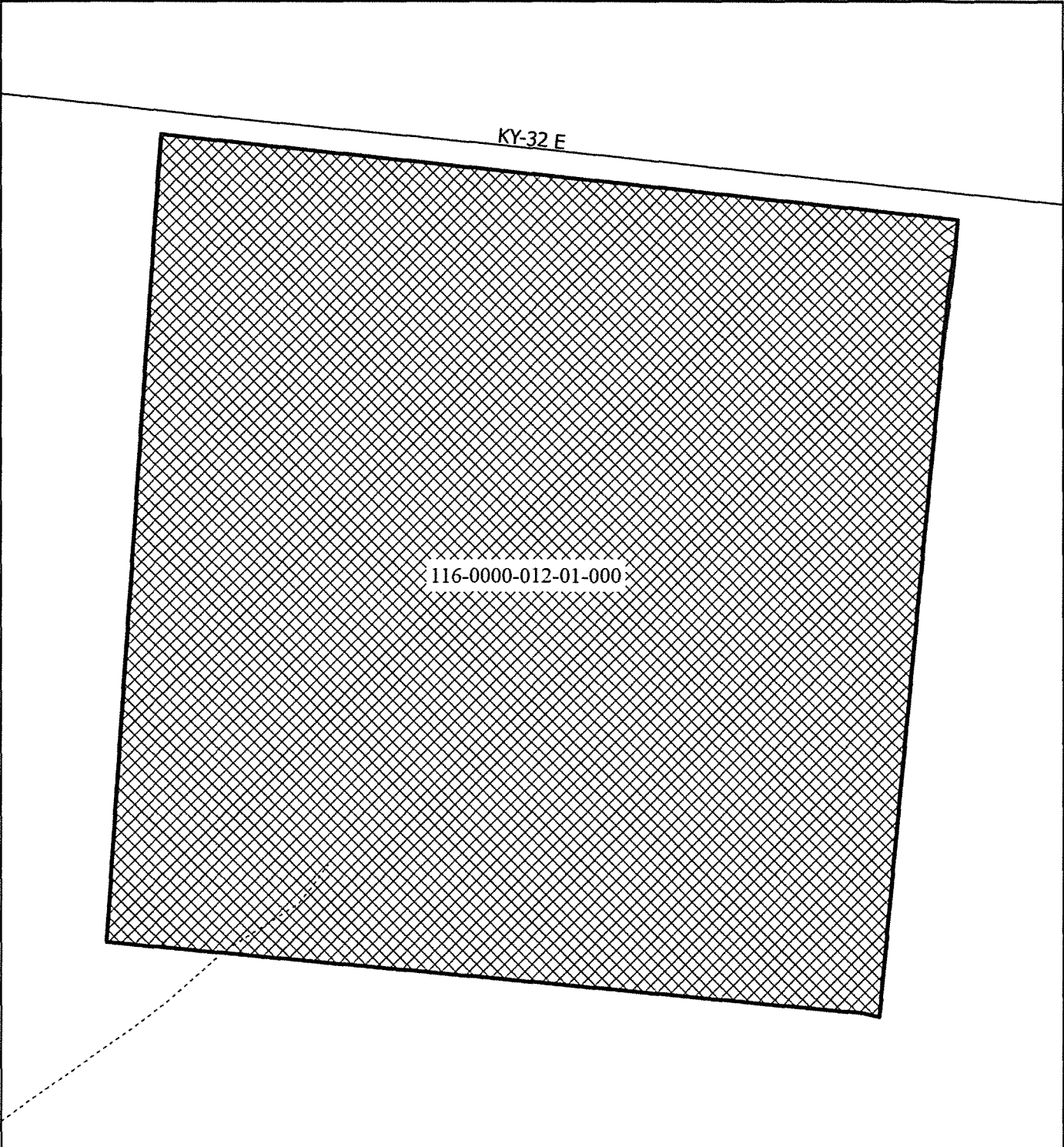
**Exhibit B to Memorandum of Solar Ground Lease Agreement**

**The Premises**



The Premises is the part of the Land consisting of approximately 48 acres, the approximate location of which is in the cross-hatched area shown below. A more detailed description of the Premises will be provided by Tenant pursuant to the terms of the Original Lease, and subject to the terms and conditions of Section 1(d) of the Original Lease, Tenant may unilaterally substitute in place of this **Exhibit B** a more detailed description of the Premises by way of a unilateral amendment to this Memorandum without the consent of Landlord, provided that Landlord agrees to sign such amendment if requested by Tenant.

[See Attached]

Exhibit B



Legend

-  The Premises
-  The Land

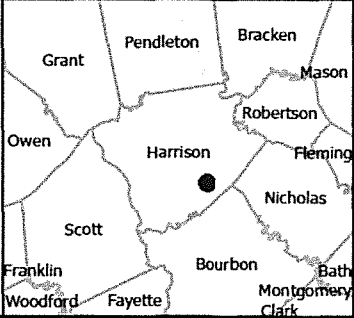


PARCEL INFORMATION:

PROJECT:  
Blue Moon Solar LLC

OWNERSHIP:  
Pam McCauley White & Georgia B. McCauley

PARCEL IDENTIFICATION NUMBER:  
116-0000-012-01-000



WHEN RECORDED RETURN TO:

BLUE MOON SOLAR LLC  
c/o Geenex Solar  
7804-C Fairview Rd. #257  
Charlotte, NC 28226  
Attention: Walter Putnam

LODGED FOR RECORD  
HARRISON COUNTY CLERK

MAR 02 2022

TIME 2:01 pm  
LINDA S. BARNES  
CLERK HARRISON CO.

### MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this 15 day of July, 2021, by and between **PAUL D. WILSON AND RUTH F. WILSON, CO-TRUSTEES OF THE PAUL D. WILSON AND RUTH F. WILSON IRREVOCABLE TRUST, DATED MARCH 25, 2019** (collectively "Landlord"), and **BLUE MOON SOLAR LLC**, a Kentucky limited liability company ("Tenant") with its primary place of business located at 7804-C Fairview Road, #257, Charlotte, NC 28226.

1. Landlord and Tenant entered into that certain Solar Ground Lease Agreement dated May 21, 2019 (the "Lease"), pertaining to the land located in Harrison County, Kentucky more fully described in **Exhibit A** attached hereto (the "Land"). In the Lease, Landlord leased to Tenant the Land in the area generally depicted on **Exhibit B** attached hereto, together with all improvements, fixtures, personal property and trade fixtures located thereon, and all other appurtenances, tenements, hereditaments, rights and easements pertaining thereto now or in the future located thereon (collectively, the "Premises").
2. The term of the Lease commenced on May 21, 2019 and it shall expire 240 months after the Rent Commencement Date, subject to the extensions described below. Pursuant to the Lease, the "Rent Commencement Date" is the earlier of (i) December 31, 2020 or (ii) the date that the solar farm constructed by Tenant on the Premises achieves commercial operation and is delivering electricity to the applicable utility (such date being the commercial operation date as determined by any applicable agreement between Tenant and the utility), subject to extension of the Rent Commencement Date until December 31, 2023 as provided in the Lease.
3. The Lease has four (4) renewal terms of five (5) years each.
4. Tenant shall be entitled to use the Premises for operation of a solar photovoltaic power array for the generation of electric power and ancillary and associated uses.
5. The Lease includes non-exclusive easements in favor of Tenant for ingress and egress, transmission lines, collection lines, and data and telecommunications lines, and related facilities and improvements, on, above, under and across Landlord's Adjacent Property, which is defined as all or any portion of the Released Premises, as that term is defined in the Lease.

6. In the Lease Landlord waived the lien granted under Kentucky Revised Statutes §383.070 as to any personal property of Tenant or any sublessee under any sublease claiming under Tenant located on the Premises.
7. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.
8. This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

*[Signature pages follow]*



IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

**LANDLORD:**

**The Paul D. Wilson and Ruth F. Wilson Irrevocable  
Trust, Dated March 25, 2019**

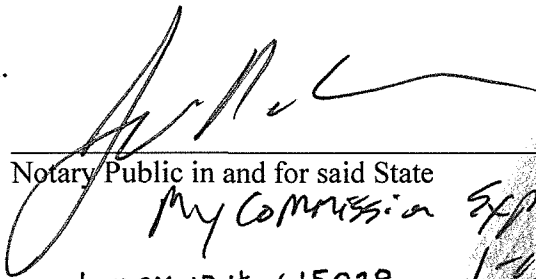
By: Paul D. Wilson  
Name: Paul D. Wilson  
Title: Co-Trustee

By: Ruth F. Wilson  
Name: Ruth F. Wilson  
Title: Co-Trustee

STATE OF Kentucky )  
COUNTY OF Roberts ) ss.

On June 23, 2021, before me, Jessel Melid, a Notary Public in and for said state, personally appeared Paul D. Wilson, Co-Trustee of The Paul D. Wilson and Ruth F. Wilson Irrevocable Trust, Dated March 25, 2019, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

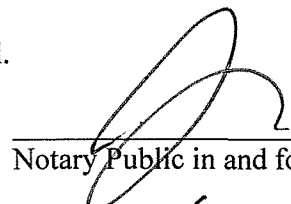
WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public in and for said State  
my Commission expires  
NOTARY ID # 615028 1-15-2023

STATE OF Kentucky )  
COUNTY OF Roberts ) ss.

On June 23, 2021, before me, Jessel Melid, a Notary Public in and for said state, personally appeared Ruth F. Wilson, Co-Trustee of The Paul D. Wilson and Ruth F. Wilson Irrevocable Trust, Dated March 25, 2019, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public in and for said State  
my Commission expires  
NOTARY ID # 615028 1-15-2023





**Exhibit A**

Tax ID: 129-0000-009-00-000

Located about three miles East of Cynthiana, Kentucky, and about one mile North of State Highway No. 36 and beginning at a post a corner to Mrs. Charles Cook and Pierce land and with Mrs. Cook's line N. 86 30 W. 190.66 poles to a post and with Moores' line N. 25 E. 64 78 poles to a post; thence N. 41 15 E 39.45 poles to a post at an old Road; thence N. 34 30 W 0.72 poles to a post; E. 43.36 poles to a post; thence N. 34 E 44.40 poles to a post at an old road and with Joe Hedges and Pierce's line S. 26 E 188 poles to the beginning, containing 102.60 acres.

Also conveyed herein is a right-of-way easement to T.C. Florence by Billie Joyce Cook by deed of easement dated May 4<sup>th</sup>, 1999 and recorded in Deed Book 231, Page 537 and described as follows:

This easement shall be a strip of land on the western edge of Hedges Lane 30 feet in width, the line of which is described as follows: Beginning on the west side of Hedges Lane at a corner of Hedges Lane and Dale Fryman and Karen Fryman: thence traveling along the western edge Hedges Lane to a point where line leaves the property of GRANTOR into the property of TC Florence.

**BEING** the same property conveyed to Paul D. Wilson and Ruth F. Wilson, Co-Trustees of the Paul D. Wilson and Ruth F. Wilson Irrevocable Trust by Deed dated March 25, 2019 recorded May 3, 2019 in Book 358, Page 187, in the Office of the County Clerk of Harrison County, Kentucky.

**Exhibit B to Memorandum of Solar Ground Lease Agreement**

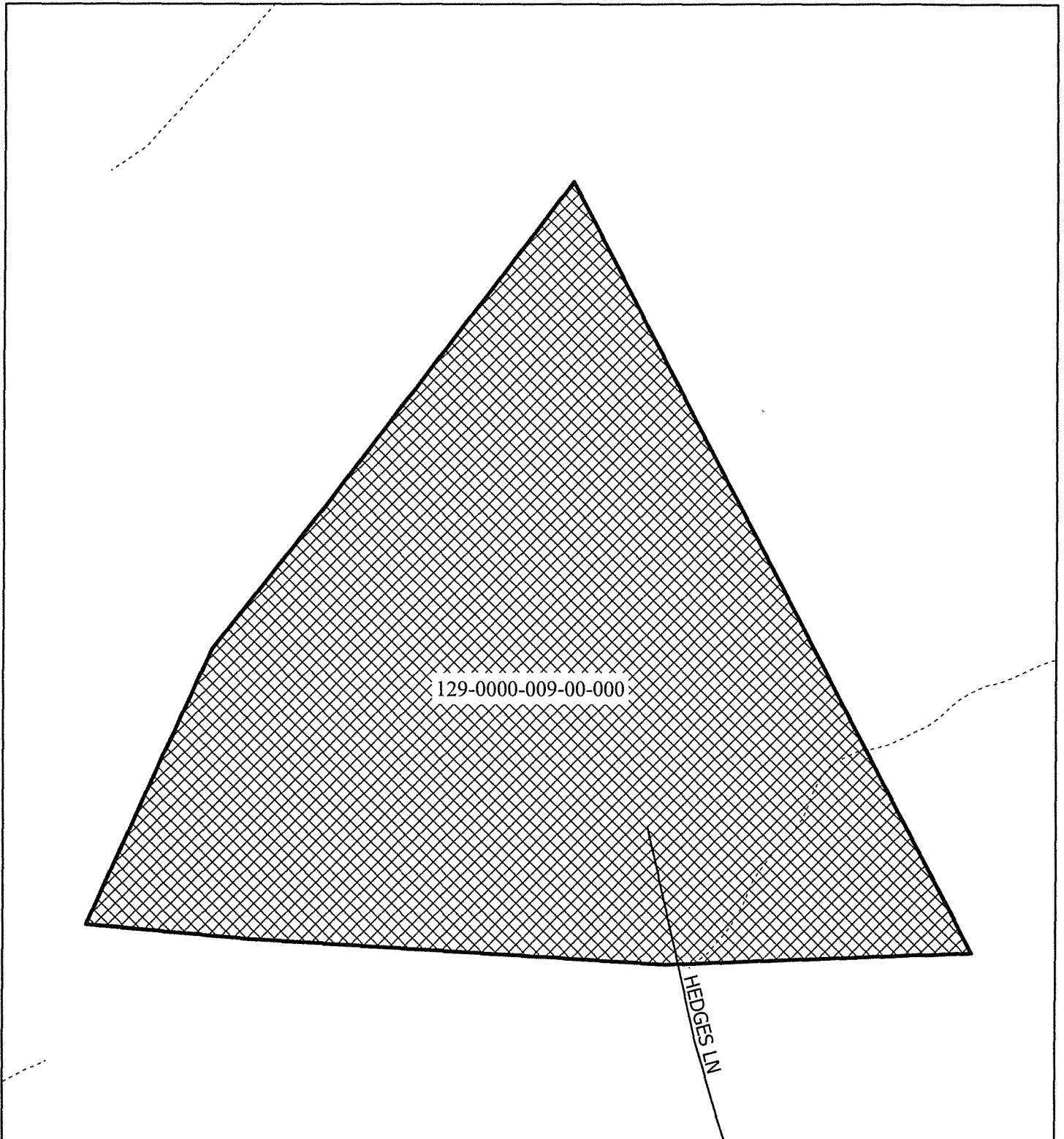
**The Premises**

The Land is in the approximate location shown in the cross-hatched area below. A more detailed description of the Premises will be provided by Tenant pursuant to the terms of the Original Lease, and subject to the terms and conditions of Section 1(d) of the Original Lease, Tenant may unilaterally substitute in place of this **Exhibit B** a more detailed description of the Premises by way of unilateral amendment without the consent of Landlord, provided that Landlord agrees to sign such amendment if requested by Tenant.



[See Attached]

State of Kentucky, County of Harrison  
I, Linda S. Barnes, Clerk of Harrison County, do hereby certify  
that the foregoing Agreement was on the 2 day  
of March 2022 at 2:01 P.M.; lodged in my office  
certified as above for record; whereupon, the same and this  
certificate are now duly recorded.  
Given under my hand this the 7 day of March 22  
Linda S. Barnes Clerk, By: Shelley Coppas D.C.

# Exhibit B



## Legend

-  The Premises
-  The Land



0 480 960 US Feet

## PARCEL INFORMATION:

### PROJECT:

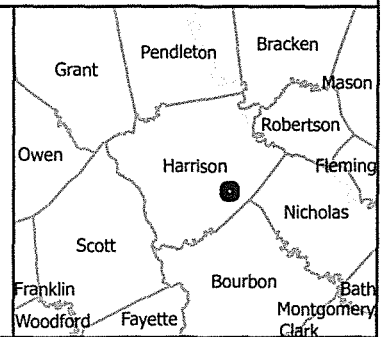
Blue Moon Solar LLC

### OWNERSHIP:

Paul D. Wilson & Ruth F. Wilson Irrevocable Trust

### PARCEL IDENTIFICATION NUMBER:

129-0000-009-00-000



WHEN RECORDED RETURN TO:

BLUE MOON SOLAR LLC  
c/o Geenex Solar  
7804-C Fairview Rd. #257  
Charlotte, NC 28226  
Attention: Walter Putnam

LODGED FOR RECORD  
HARRISON COUNTY CLERK

MAR 02 2022  
TIME 2:03 pm  
LINDA S. BARNES  
CLERK HARRISON CO.

### MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this 12 day of August, 2021, by and between **GERALD M. WHALEN** and his spouse, **BONNIE WHALEN** (collectively "Landlord"), and **BLUE MOON SOLAR LLC**, a Kentucky limited liability company ("Tenant") with its primary place of business located at 7804-C Fairview Road, #257, Charlotte, NC 28226.

1. Landlord and Tenant entered into that certain Solar Ground Lease Agreement dated January 10, 2018 (the "Original Agreement"), as amended by that certain First Amendment to Solar Ground Lease dated May 24, 2019, and as further amended by that certain Second Amendment to Solar Ground Lease Agreement of even date herewith (collectively, the "Lease"), pertaining to a portion of the land located in Harrison County, Kentucky more fully described in **Exhibit A** attached hereto (the "Land"). In the Lease, Landlord leased to Tenant approximately 154 acres of the Land in the area generally depicted on **Exhibit B** attached hereto, together with all improvements, fixtures, personal property and trade fixtures located thereon, and all other appurtenances, tenements, hereditaments, rights and easements pertaining thereto now or in the future located thereon (collectively, the "Premises").
2. The term of the Lease commenced on January 10, 2018 and it shall expire 240 months after the Rent Commencement Date, subject to the extensions described below. Pursuant to the Lease, the "Rent Commencement Date" is the earlier of (i) December 31, 2020 or (ii) the date that the solar farm constructed by Tenant on the Premises achieves commercial operation and is delivering electricity to the applicable utility (such date being the commercial operation date as determined by any applicable agreement between Tenant and the utility), subject to extension of the Rent Commencement Date until December 31, 2023 as provided in the Lease.
3. The Lease has four (4) renewal terms of five (5) years each.
4. Tenant shall be entitled to use the Premises for operation of a solar photovoltaic power array for the generation of electric power and ancillary and associated uses.
5. The Lease includes non-exclusive easements in favor of Tenant for ingress and egress, transmission lines, collection lines, and data and telecommunications lines, and related facilities and improvements, on, above, under and across Landlord's



and related facilities and improvements, on, above, under and across Landlord's Adjacent Property.

6. In the Lease Landlord waived the lien granted under Kentucky Revised Statutes §383.070 as to any personal property of Tenant or any sublessee under any sublease claiming under Tenant located on the Premises.
7. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.
8. This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

*[Signature pages follow]*

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

**LANDLORD:**

GERALD M. WHALEN

Gerald M. Whalen

BONNIE B. WHALEN

Bonnie B. Whalen

STATE OF Kentucky )  
 ) ss.  
COUNTY OF Harrison )

On August 5, 2021, before me, Monica Brumley Hughes Reinhart a Notary Public in and for said state, personally appeared GERLAD M. WHALEN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Monica Brumley Hughes Reinhart  
Notary Public in and for said State

STATE OF Kentucky )  
 ) ss.  
COUNTY OF Harrison )

On August 5, 2021, before me, Monica Brumley Hughes Reinhart a Notary Public in and for said state, personally appeared BONNIE B. WHALEN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Monica Brumley Hughes Reinhart  
Notary Public in and for said State





Exhibit A

TRACT 1:

Tax ID: 128-0000-013-00-000

BEGINNING at a point in the center of the Republican Pike, a corner to Tract I, thence leaving said pike and running with the line of said Tract I for (4) calls: (1) South 24 Degrees & 50 Minutes East 1296.0' to a post; (2) North 61 Degrees & 35 Minutes East 172.5' to a post; (3) South 26 Degrees & 11 Minutes East 608.00'; and thence (4) North 74 Degrees & 35 Minutes East 371.0' to a post, a corner to Six; thence with the line of Six South 7 Degrees & 45 minutes East 793.0' , to a post; thence with the line of same South 40 Degrees & 15 Minutes East 241.0' to a post in the line of Whalen; thence with the line of Whalen for (4) calls: (1) South 45 Degrees & 00 Minutes West 354.0'; (2) South 42 Degrees & 15 Minutes East 446.5'; (3) South 43 Degrees and 00 Minutes West 992.0'; and thence (4) South 35 Degrees & 15 Minutes East 880.0' to a corner to Whalen and McLoney; thence with the line of McLoney for 10 calls: (1) South 59 Degrees & 00 Minutes West 41.0'; (2) North 54 Degrees & 00 Minutes West 846.0'; (3) North 34 Degrees & 25 Minutes West 85.0'; (4) North 43 Degrees & 55 Minutes West 381.0'; (5) North 58 Degrees & 36 Minutes East 455.0'; (6) North 43 Degrees & 00 Minutes West 726.0'; (7) North 52 Degrees & 40 Minutes East 53.0'; (8) North 42 Degrees & 36 Minutes East 412.0'; (9) North 32 Degrees & 30 Minutes West 830.0'; and thence South 56 Degrees & 08 Minutes West 138.5' to a corner to McLoney & Thomas; thence running with the line of Thomas North 32 Degrees & 00 Minutes West 512.8' to a post; thence with the line of same South 64 Degrees & 30 Minutes West 55.4'; thence first with the line of Thomas and thence with the line of Pickett North 26 Degrees & 30 minutes West 1419.0' to a point in the center of the Republican Pike; thence running with the center of said pike for (3) calls: (1) North 65 Degrees & 00' Minutes East 293.0'; (2) North 69 Degrees & 52 Minutes East 429.0'; and thence (3) North 73 Degrees & 03 Minutes East 175.5' to the point of beginning and containing 87.87 acres of land.

Being a new survey made by William E. Hudnall, Registered Land Surveyor #1662, of the Ethel S. Hedges Lands, which plat is a matter of record in Plat Book 1, Page 95, in the Office of the Clerk of the Harrison County Court and this tract being Tract No. II thereof.

SAVE AND EXCEPT:

All that certain tract or parcel of land, lying and being located in Harrison County, Kentucky; and situated on the south side of Republican Pike (KY 392); and more particularly described as follows:

Unless stated otherwise, any monument referred to herein as an "iron pin" is a set #4 rebar, eighteen (18") inches in length, with an orange cap stamped "Darnell 3553." All bearings stated herein are referenced to the Parent Tract. All deed and plat references stated herein are found in the office of the Harrison County Clerk, unless otherwise stated.

Beginning at a point in the south right-of-way of Republican Pike (KY 392), a corner to Floyd Pickett & Louise Pickett (D.B. 135, Pg. 544), Commonwealth of Kentucky (D.B 116, Pg. 311); said point being located S. 68° 49' 10" W. 896.09 feet from a point in said right-of-way, a corner to Keith Bradford (D.B. 191, Pg. 356; P.B. 1, Sh. 95); thence with the said south right-of way of said Republican Pike (KY 392) and with said Commonwealth of Kentucky (D.B. 116, Pg. 311) for five calls as follows: (1) with a curve to the right having a radius of 5,700 feet, an arc length of 386.82 feet, and a chord bearing N. 66°19'54" E. 386.74 feet to an iron pin, (2) S. 21°43'27"E. 10.00 feet to an iron pin, (3) with a curve to the right having a radius of 5,690.00 feet, an arc length of 148.95 feet, and a chord bearing N. 69°01'33" E. 148.94 feet to

an iron pin, (4) N.20°13'28" W. 10.00 feet to an iron pin, and (5) with a curve to the right having a radius of 5,700.00 feet, an arc length of 310.58 feet, and a chord bearing N. 71° 20' 12". 310.54 feet to an iron pin, a corner to Parcel 2, a new division of Gerald M. Whalen & Bonnie Whalen (D.B. 141, Pg. 698), thence with said Parcel 2 S. 24°50' 00" E. 1,284.69 feet to an iron pin and S. 61°21'27" W. 746.24 feet to an iron pin, a corner to Bobby E. Thomas & Mary Lou Thomas (D.B. 134, Pg. 727; D.B. 129, Pg. 628 (Plat)); thence with said Thomas S. 65°48' 51" W. 57.38 feet to an iron pin and N. 26°49'12" W. 1,025.56 feet to an iron pin, a corner to Floyd Pickett & Louise Pickett (D.B. 135, Pg. 544); thence with said Pickett N. 25° 54' 28" W. 360.02 feet to the point of beginning containing an area of 25.497 acres more or less, and being subject to any and all easements or right-of way of record and in existence and in accordance with a survey and plat by Darnell Engineering, Inc. on April 19, 2019. See Plat recorded in Plat Cabinet 7, Sheet 4A.

### **Access Easement**

A permanent easement for the purposes of ingress and egress to Parcel 1 of Gerald M. Whalen (D.B 141, Pg. 698) and lying on Parcel 2 of said Whalen; being more particularly described as follows:

Beginning at an iron pin in the south right-of-way of Republican Pike (KY 392), a corner to Parcel 1 being a new division of Gerald M. Whalen (D.B. 141, Pg. 698); said point being located N. 68°38'33" E. 845.82 feet from a point in said right-of-way, a corner to Floyd Pickett & Louise Pickett (D.B. 135, Pg. 544); thence with said right-of-way with a curve to the right having a radius of 5,700.00 feet, an arc length of 50.49 feet, and a chord bearing N. 73°09'05" E 50.49 feet to a point, a corner to Keith Bradford (D.B. 191, Pg. 356; P.B. 1, Sh. 95); thence with said Bradford S. 24°50'00" E 1,277.67 feet to an iron pin; thence through Parcel 2 of Gerald M. Whalen (D.B 141, Pg. 698); thence with said Parcel 1 N. 24°50'00" W. 1,284.69 feet to the point of beginning.

SAVE AND EXCEPT:

BEGINNING at a point in the center of Shaw Lane opposite a gate post on the North side of a driveway, a corner to Gerald M. Whalen; and Austin Bailey; thence S 50° 30' W 154.00 ft. with line of Whalen to a set steel stake on the East side of Indian Creek; thence N 51° 35' W 137.00 ft. with line of Whalen downstream along East bank of Indian Creek to a locust post in the center of a stone and concrete butment at a water gate, corner to Francis M. Six; thence N 43° 05' E 194.00 ft. along fence and line of Six to the center of Shaw Lane, corner to Bailey; thence S 37° 20' E 155.00 ft. with center of Shaw Lane and line of Bailey to the beginning point, containing 58/100 of an acre.

### **TRACT 2:**

Tax ID: 129-0000-024-00-000

BEGINNING at a point in the center of Shaw Lane, a corner with Francis M. Six and Austin Bailey, thence S 37° 20' E 5.00 chs. along center of Shaw Lane with Austin Bailey line to a point in the center of Shaw Lane, a corner with Ray Flannery; thence S 37° 20' E 6.32 chs. with center line of Shaw Lane and Ray Flannery line to the intersection of Shadynook Pike, a corner with Allen Berry; thence seven calls with center line of Shadynook Pike and Allen Berry line S 81° 30' W 6.17 chs.; thence S 64° 30' W 1.55 chs.; thence S 45° 30' W 4.16 chs.; thence S 31° 00' W 1.51 chs.; thence S 5° 50' W 3.03 chs.; thence S 9° 55' W 1.51 chs.; thence S 21° 35' W 2.68 chs. with center of Shadynook Pike and Allen Berry line to a point in center of said pike, a corner with Jay Ammerman; thence N 50° 55' W 11.39 chs. with fence and Jay Ammerman line to a corner fence post; thence S 49° 10' W 22.04 chs. with fence and Jay Ammerman line

to a corner post on N side of Indian Creek, a corner with Douglas McLoney; thence with Douglas McLoney line and fence eleven more calls, S 76° 50' W 0.18 chs. to an ash tree on N side of said creek; thence N 43° 45' W 1.07 chs. to a box elder; thence N 69° 15' W 0.91 chs. to a Walnut tree; thence N 82° 45' W 0.78 chs. to a walnut tree; thence S 73° 25' W 0.67 chs. to a hawthorn tree; thence N 82° 05' W 0.59 chs. to an ash tree; thence N 38° 45' W 17.15 chs. to a corner post; thence N 40° 30' E 15.00 chs. to a corner post; thence N 43° 45' W 6.67 chs. to a corner fence post; thence N 44° 30' E 5.35 chs. to a corner fence post, a corner with Douglas McLoney and Francis M. Six; thence with Francis M. Six eight more calls to the beginning, N 45° 45' E 3.42 chs. with fence to a corner post; thence S 40° 20' E 14.51 chs. with fence to a corner fence post on top of hill; thence N 47° 00' E 7.27 chs. downhill with fence to a corner post; thence S 42° 20' E 12.10 chs. with fence to a corner post; thence N 50° 30' E 7.30 chs. downhill with fence to a corner post on the west side of Indian Creek (another fork); thence S 47° 45' E 3.13 chs. with fence on west side of Indian Creek to a corner post at end of rock fence; thence N 33° 10' E 1.00 chs. with fence to east side of Indian Creek; thence continuing with Francis M. Six line and fence N 43° 05' E 3.11 chs. to the center of Shaw Lane, the beginning point, containing ninety-four and 36/100 (94.36) acres, as per survey by Berlyn Brown, November 11, 1965.

**SAVE AND EXCEPT:**

Being at a point in the center of Shaw Lane opposite a gate post on the North side of a driveway, a corner to Gerald M. Whalen; and Austin Bailey; thence S 50° 30' W 154.00 ft. with line of Whalen to a set steel stake on the East side of Indian Creek; thence N 51° 35' W 137.00 ft. with line of Whalen downstream along East bank of Indian Creek to a locust post in the center of a stone and concrete butment at a water gate, corner to Francis M. Six; thence N 43° 05' E 194.00 ft. along fence and line of Six to the center of Shaw Lane, corner to Bailey; thence S 37° 20' E 155.00 ft. with center of Shaw Lane and line of Bailey to the beginning point, containing 58/100 of an acre.

**TRACT 1, and TRACT 2 BEING** the same property conveyed to Gerald M. Whalen and Bonnie Whalen, husband and wife by Deed dated April 13, 1974, recorded April 15, 1974 in Book 141, Page 698; Deed dated February 28, 1966, recorded March 1, 1966 in Deed Book 128, Page 201, all in the Office of the County Clerk of Harrison County, Kentucky.



**Exhibit B to Memorandum of Solar Ground Lease Agreement**

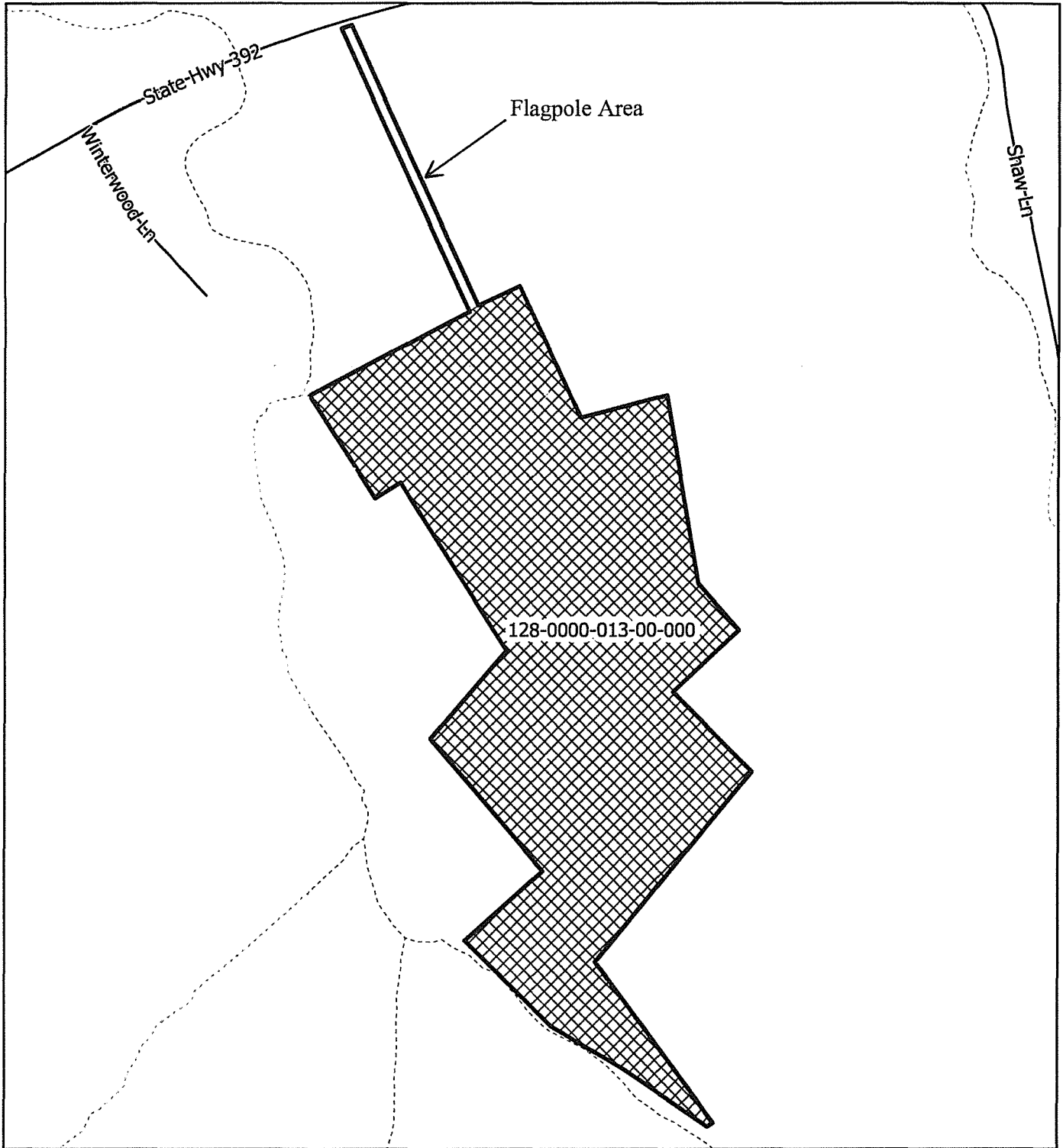
The Premises

The Premises is the part of the Land consisting of approximately 154 acres, the approximate location of which is in the cross-hatched area shown below. A more detailed description of the Premises will be provided by Tenant pursuant to the terms of the Original Lease, and subject to the terms and conditions of Section 1(d) of the Original Agreement, Tenant may unilaterally substitute in place of this **Exhibit B** a more detailed description of the Premises by way of unilateral amendment without the consent of Landlord, provided that Landlord agrees to sign such amendment if requested by Tenant.



[See Attached]

State of Kentucky, County of Harrison  
I, Linda S. Barnes, Clerk of Harrison County, do hereby certify  
that the foregoing Agreement was on the 2 day  
of March 2022, at 2:03 P.M.; lodged in my office  
certified as above for record; whereupon, the same and this  
certificate are now duly recorded.  
Given under my hand this the 7 day of Mar 2022  
Linda S. Barnes Clerk, By: Shelley Coppas, C.

# Exhibit B



**Legend**

-  The Premises
-  The Land

0 500 1,000 US Feet

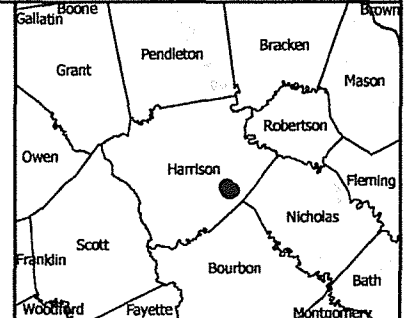
N

**PARCEL INFORMATION:**

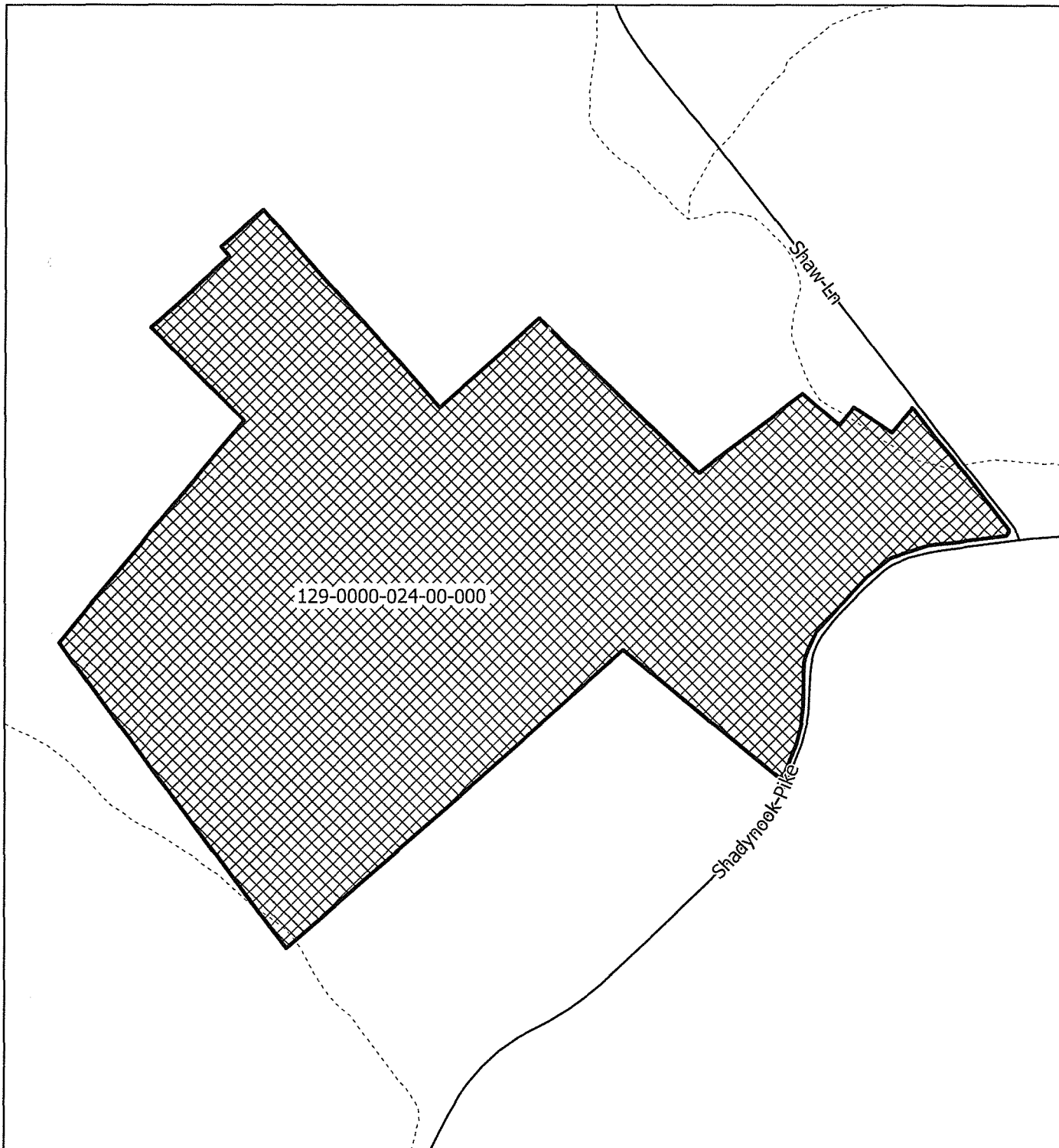
PROJECT:  
Blue Moon Solar

OWNERSHIP:  
WHALEN GERALD & BONNIE

PARCEL IDENTIFICATION NUMBER:  
128-0000-013-00-000



# Exhibit B





129-0000-024-00-000

Shaw-ler

Shadybrook-Pike

## Legend

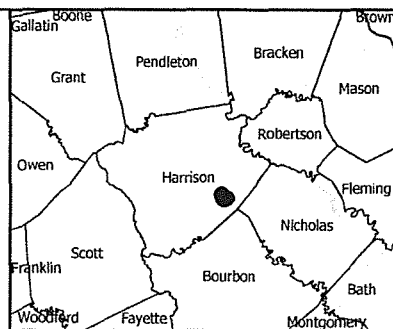
-  The Premise
-  The Land



## PARCEL INFORMATION:

PROJECT:  
Blue Moon Solar  
OWNERSHIP:  
WHALEN GERALD  
PARCEL IDENTIFICATION NUMBER:  
129-0000-024-00-000

0 480 960 US Feet



WHEN RECORDED RETURN TO:

BLUE MOON SOLAR LLC  
c/o Geenex Solar  
7804-C Fairview Rd. #257  
Charlotte, NC 28226  
Attention: Walter Putnam

State of Kentucky, County of Harrison  
I, Linda S. Barnes, Clerk of Harrison County, do hereby certify  
that the foregoing Agreement was on the 2 day  
of March 2022, at 1:57 P.M.; lodged in my office  
certified as above for record; whereupon, the same and this  
certificate are now duly recorded.  
Given under my hand this the 7 day of Mar 2022  
Linda S. Barnes Clerk, By Shelley Cappa c.c.

**MEMORANDUM OF OPTION AND SOLAR GROUND LEASE AGREEMENT**

This Memorandum of Option and Solar Ground Lease Agreement ("**Memorandum**") is entered into this 26 day of August, 2021, by and between **TERYL E. TRIBBLE**, an unmarried person ("**Landlord**"), and **BLUE MOON SOLAR LLC**, a Kentucky limited liability company ("**Tenant**") with its primary place of business located at 7804-C Fairview Road, #257, Charlotte, NC 28226.

1. Landlord and Tenant entered into that certain Option and Solar Ground Lease and Agreement dated August 26, 2021 (the "**Lease**"), pursuant to which Landlord has granted to Tenant an option to lease up to 30 acres (the "**Premises**") being a portion of that certain real property more particularly described on **Exhibit A** hereby incorporated by this reference (the "**Land**"), less and except and not including the Do Not Disturb Area (as such term is defined in the Lease), with the Premises being in substantially the location depicted on **Exhibit B** hereby incorporated by this reference.
2. The option term commences on the date of the Lease and expires on the date that is the earlier to occur of (i) December 31, 2021 (which date may be extended pursuant to the terms of the Lease until December 31, 2023) and (ii) the date that Tenant provides the Construction Notice (as defined in the Lease) (either such date, the "**Option Expiration Date**").
3. Upon exercise of the option, the lease shall automatically commence upon the Option Exercise Date (as defined in the Lease) and shall expire on the date that is two hundred forty (240) months following the Rent Commencement Date (as such term is defined in the Lease), subject to extensions described below.
4. The Lease has four (4) renewal terms of five (5) years each.
5. The Lease includes non-exclusive easements in favor of Tenant for ingress and egress, transmission lines, collection lines, and data and telecommunications lines, and related facilities and improvements, on, above, under and across Landlord's Adjacent Property, which is defined as all or any portion of the Released Premises, as that term is defined in the Lease.
6. In the Lease Landlord waived the lien granted under Kentucky Revised Statutes §383.070 as to any personal property of Tenant or any sublessee under any sublease claiming under Tenant located on the Premises.

LODGED FOR RECORD  
HARRISON COUNTY CLERK

MAR 02 2022  
TIME 1:57pm  
LINDA S. BARNES  
CLERK HARRISON CO.

7. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.
8. This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

*[Signature page follows]*



**TENANT:**

By: BLUE MOON SOLAR LLC, a Kentucky limited liability company

Name:

Title:

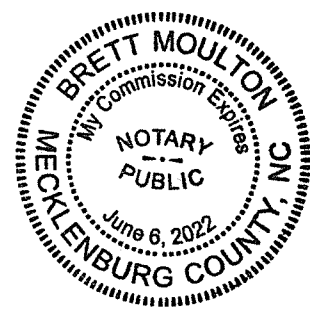
*[Handwritten signature]*  
*[Handwritten title: MANAGING DIRECTOR]*

STATE OF North Carolina )  
 ) ss.  
COUNTY OF Mecklenburg )

On May 26, 2021, before me, Brett Moulton, a Notary Public in and for said state, personally appeared Juergen Fehr, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*[Handwritten signature of Brett Moulton]*  
\_\_\_\_\_  
Notary Public in and for said State



This instrument was prepared by and return recording to:

\_\_\_\_\_  
Brian D. Zoeller, Esq.  
Frost Brown Todd LLC  
400 W Market Street, Suite 3200  
Louisville, KY 40202

TENANT:

By: BLUE MOON SOLAR LLC, a Kentucky limited liability company

Name:

Title:

*[Handwritten signature]*  
MANAGING DIRECTOR

STATE OF North Carolina )  
 ) ss.  
COUNTY OF Mecklenburg )

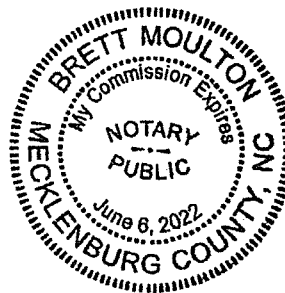
On August 26, 2021, before me, Brett Moulton, a Notary Public in and for said state, personally appeared Jensen Fehr, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*[Handwritten signature]*  
Notary Public in and for said State

This instrument was prepared by and return recording to:

*[Handwritten signature]*  
Brian D. Zoeller, Esq.  
Frost Brown Todd LLC  
400 W Market Street, Suite 3200  
Louisville, KY 40202





## Exhibit A

Tax ID No. 130-0000-010-00-000

### TRACT NO. 1:

BEGINNING at a point in the center of the Ruddles Mills Pike corner to D. E. Steffe; thence running with the center of a dirt road N. 83 07 E. 23. 88 chs, to a point in the center of said road corner to Mrs. Sallie McFarlin; thence S. 00 30 E. 8 44 chs, to a post corner to Mrs. McFarlin in Walter Grant's line; thence S. 89 45 W, 11.97 chs, to a post; thence S. 89 00W. 11.04 chs. to a point in the center of the Ruddles Mills Pike; thence N. 8 15 W. 5.91 chs. to the beginning, containing 16.90 acres.

### TRACT NO. 2:

Lying and being on Patty's Runin Harrison Co., Ky, and situated on what is known as the Ruddles Mills Turnpike Road in the Park Voting Precinct, and bounded and described as follows: BEGINNING on the western margin of metal of the Ruddles Mills Turnpike corner to Turney McKee and in line of Milles McKee; thence S.87-1/4 E. 36. 66 chs. to post and stone in Turney McKee's line and corner to Wilson; thence S. ½ E. 29. 57 chs. to post corner to Broadwell and Goodwin; thence S. 89-1/2 W. 9. 50 chs. to post corner to Broadwell; thence No. 1/2 W. 8. 80 chs. to center of Wilson Pike, corner to Broadwell; thence center of Wilson Pike S. 83 W 24. 05 chs. to West Margin of Ruddles Mills Pike metal and in line of center of Wilson Pike; thence with west margin of Ruddles Mills Pike N. 8-1/2 W. 23.78 chs. to stone on west margin of pike; thence N. 1/4 W. 2. 40 chs. to the beginning, containing 89. 54 acres.

There is excepted out of the above tract, a tract of land heretofore conveyed to R.B. McFarland, said tract of land being bounded and described as follows: BEGINNING at iron pin in the center of the Wilson Spur Turnpike Road, corner to Mrs. R. M. McFarland (Nee Sallie Wilson); thence N. 00 degrees, 25 minutes west 20. 02 chs. to a post, corner to Robert D. Wilson and in Turney McKee's line; thence with his line N. 86 degrees and 50 minutes west, 10. 53 chs. to a point in center of the branch, corner to grantor herein; thence with his said line south 00 degrees, 25 minutes east, 21.85 chs, to an iron pin in the center of the aforesaid turnpike road; thence with the center of same; thence north 83 degrees, 35 minutes E. 8. 48 chs; thence south 72 degrees 15 minutes east 1.18 chs. to the point of beginning, containing 22 acres, same being conveyed by deed of date Jan. 4, 1917, as shown by record in Deed Book 81, Page 148, of the Harrison County Clerk's Office.

There is also excepted from the boundary of 89.54 acres, the following described tract of land, heretofore conveyed to R. B. McFarland, said tract of land being bounded and described as follows: BEGINNING at iron pin in center of Wilson Spur Pike, corner to W. M. Goodwin; thence with the center. of same N. 72 degrees and 15 minutes west 1.18 chs ; thence south 56-1/2 degrees west 1.18 chs; thence S. 83 degrees and 35 minutes W 7. 41 chs. to a point in center of said turnpike road, corner to Edgar Gragg; thence with Gragg' s line S. 00 degrees but 25 minutes E. 8. 42 chs. to a post; thence N. 89 degrees, 35 minutes, E. 9. 48 chs. to a post in W. M. Goodwin's line; thence N. 00 degrees, 20 minutes, W. 9.48 chs. to the beginning, containing 8. 51 acres, D. B, 81, Page 290, leaving in the boundary of Tract No. 1 59.03 acres.

**TRACT NO. 3:**

Consisting of 21 acres and situated about 6 miles from Cynthiana, Kentucky, on a line of the Cynthiana and Ruddles Mills Turnpike, and lying and being on Paddy's Run, and described as follows:

BEGINNING at a stone in Lafe Dill's line at M.(1) on the plat corner to Lot No. 1; thence S. 86-1/2 east 4.03 chains to a stone at (L)(2); thence south 39-3/4 east 5.22 chains to a stone at (K) (3); thence N. 77-1/2, east 20 links to a stone at (J) (4); thence south 36-1/2 east 17.46 chains to a stone at (I) (5), corner to Lot No. 3; thence south 85 W. 18.31 chains to a stone at (N); (6); thence north 3.4 west 19.41 chains to the point of beginning, containing 21 acres.

There is included in this conveyance a passway from the above described property to the pike,

Also included is a certain right of way and easement on and over the lands of Wilson Cox, etc. running. from Tract No. 3 to Steffe Lane, and which easement is more particularly described as follows:

A certain tract or parcel of land lying in the County of Harrison, State of Kentucky, at the East end of Steffe Lane being further described as follows:

BEGINNING at a gate post on the West side of the driveway at its intersection with the North side of Steffe Lane a corner with same and Wilson Cox; thence N. 3°25' E. 62 chains with line of Wilson Cox, across Paddy's Run to a set stake; thence four more calls with Wilson Cox, N 16°55' E 44 ch. to a set stake; thence N. 51°58' E. 25 ch. to a set stake; thence N. 72°25' E 2.575 ch. to a set stake; thence N. 36°35' E 1.635 ch. to a set stake, a corner with Charles C. & Ernestine S. Tribble; thence with two of their lines S 0°45' E. 414 ch. to a set stake, a corner with Wilson Cox; thence with his line five more calls, S 36°35' W 1.27 ch, to a set stake; thence S 63° 30' E .28 ch. to a set stake; thence S 72°25' 1 W 2.51 ch. to a set stake on the northwest side of a large cedar tree; thence S 14°10' W .337 ch. to a set stake; thence. S 10°30' W .625 ch, across Paddy's Run to a gate post on the east side of above said drive way, a corner with Steffe Lane; thence N 88°30' W. 19 ch. across drive way to the beginning point, containing .13 (13/100) acres. According to a survey by Berlyn Brown, Land Surveyor on December 16, 1967.

**LESS AND EXCEPT:**

Consisting of 21 acres and situated about 6 miles from Cynthiana, Kentucky, on the line of the Cynthiana and Ruddles Mills Turnpike, and lying and being on Paddy's Run, and described as follows:

BEGINNING at a stone in Lafe Dill's like at M (1) on the plat corner to Lot No. I; thence S. 86-1/2 east 4.03 chains to a stone at (L), (2); thence south 39-3/4 east 5.22 chains to a stone at (K) (3); thence N. 77-1/2, east 20 links to a stone at (J) (4); thence south 36-1/2 east 17.46 chains to a stone at (I) (5), corner to Lot No. 3; thence south 85 W. 18.31 chains to a stone at (N) (6); thence north 3.4 west 19.41 chains to the point of beginning, containing 21 acres.

**AND EXCEPT:**

BEGINNING at a set P-K nail line the center of Ky. Hwy. No; 1940 (Ruddles Mill Road) a corner with Eddie Magee, Jr., Deed Book 126, page 410; thence N 89°35'47 E - 202.60 feet with line and

fence of Eddie Magee, Jr., to a set iron pipe in fence, a corner with Charles Tribble, Deed Book 130, Page 782; thence with Charles, Tribble two calls, S 06°17'43" E - 287.32 feet with fence (part way) to a set iron pin in fence; thence S 84°51'45" W - 193.54 feet to, then with garden fence (part way) to a set P-K nail in the center of Ky. Hwy. No. 1940 (Ruddles Mill Road); thence with center of said road three calls, N 11°25'45" W 146.60 feet to a set P-K nail; thence N 06°25'28" W - 64.46 feet to a set P-K nail; thence N 03°05'52" W - 93.87 feet to the beginning point containing one and 3763/10000 (1.3763) acres according to a new survey prepared by Berlyn Brown, Kentucky registered land surveyor (#763) dated July 17, 1982; a copy of plat being recorded in Plat Cabinet 1, Page 62D.

AND EXCEPT:

A certain lot or tract of land lying in the County of Harrison, State of Kentucky, about five miles east of Cynthiana on Steffe Lane (off Ruddles Mill Road) and being further described as follows: BEG INNING at a point in the center of Steffe Lane about 119.6 ft. west of the center of a 9' concrete culvert (shown on accompanying plat), a corner with Charles Tribble; thence N. 27°40' E. 263.60 ft. (15.7' to pipe in line and fence) with line of Charles Tribble to a set steel pipe in fence; thence N. 83°01' E. 246.40 ft. with line and fence of Charles Tribble to a set steel pipe in fence, a corner with Wilson Cox; thence S. 0°25' E. 218.00 ft. with fence and line of Wilson Cox to a point in center of Steffe Lane (passing by west edge of a large hackberry tree at north side of road); thence S. 83°01' W. 370.60 ft. along the center line of Steffe Lane to the beginning point, containing one and 53/100 (1.53) acres a plat of which is of record in Plat Book 1, Page 14B.

AND EXCEPT:

BEGINNING at a set P-K nail in the center of Ruddles Mill Road, a corner with Paul Colson, Deed Book 161, Page 678: THENCE N 84°51'45"E - 193.54 feet downhill with fence and line of Paul Colson to a set iron pipe by a corner fence post, a corner with Charles Tribble, Deed Book 130, Page 782; thence with Tribble's line three calls, N 84°51'45"-E -111.44 feet down hill to a set iron pin in fence about 10 feet above north gate post; thence S 11° 58'59"E" - 285.69 feet around hill to a set iron pin; thence S 84°01'59"W- 304.18 feet up hill to a set P-K nail in the center of Ruddles Mill Road; thence N 12°02'32"W - 290.17 feet with center of Ruddles Mill Road, the beginning point, containing two and 000/10000 (2.000) acres. According to physical survey Berlyn Brown, Ky. RLS 763 on April 22, 1986.

AND EXCEPT:

All that certain tract or parcel of land, lying and being located in Harrison County, Kentucky: and situated on the east side of Ruddles Mills Pike (KY HWY 1940) and the north side of Steffe Lane; and more particularly described as follows:

Unless stated otherwise, any monument referred to herein as an "iron pin" is a set #4 rebar, eighteen (18") inches in length, with an orange cap stamped "Darnell 3553." All bearings stated herein are referenced to the Parent Tract.

BEGINNING at a mag nail set in the center of Ruddles Mills Pike (KY HWY 1940), a corner to a new division of Charles C. Tribble & Ernestine S. Tribble; said point lying N. 08°30'00" W. 272.44 feet from a rail road spike at the intersection of Ruddles Mills Pike (KY HWY 1940) and Steffe Lane; thence with a new division of Charles C. Tribble & Ernestine S. Tribble N. 78°08'49" E. passing an iron pin at 21.59 feet, in all 261.39 feet to an iron pin and S. 04°48' 01" W. passing an

iron pin at 282.88 feet, in all 302.88 feet to a mag nail in the center of Steffe Lane; thence with the center of Steffe Lane S. 83°36'09" W. 191.39 feet to a rail road spike at the intersection of Ruddles Mills Pike (KY HWY 1940) and Steffe Lane; thence with the center of Ruddles Mills Pike N. 08°30'00" W. 272.44 feet to the point of beginning containing an area of 1.469 acres more or less, and being subject to any and all easements or rights-of-way of record and in existence and in accordance with a survey and plat by Allen Patrick Darnell, PE PLS on March 25, 2004. See Plat recorded in Plat Cabinet 4, Sheet 534A

**TRACT NO. 1, TRACT NO. 2 and TRACT NO. 3 BEING** the same property conveyed to Teryl Elizabeth Tribble by Deed dated February 16, 1968, recorded February 15, 1968 in Book 130, Page 782, in the Office of the County Clerk of Harrison County, Kentucky and Probate of Charles C. Tribble, dated November 17, 2014, recorded November 17, 2014 in Case No. 14-P-162, in the Official Public Records, Harrison County, Kentucky.

**EXHIBIT B to Memorandum of Lease**




The Premises

The Premises is the part of the Land consisting of approximately 30 acres, the approximate location of which is in the cross-hatched area shown below. A more detailed description of the Premises will be provided by Tenant pursuant to the terms of the Lease, and subject to the terms and conditions of Section 1(g) of the Lease, Tenant may unilaterally substitute in place of this Exhibit B a more detailed description of the Premises by way of unilateral amendment without the consent of Landlord, provided that Landlord agrees to sign such amendment if requested by Tenant.

[See attached]

Exhibit B



<p><b>Legend</b></p> <p> The Premises</p> <p> The Land</p> <p>0 300 600 US Feet</p>	<p><b>PARCEL INFORMATION:</b></p> <p><u>PROJECT:</u> Blue Moon Solar LLC</p> <p><u>OWNERSHIP:</u> Teryl E. Tribble</p> <p><u>PARCEL IDENTIFICATION NUMBER:</u> 130-0000-010-00-000</p>	
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LODGED FOR RECORD  
HARRISON COUNTY CLERK

MAR 02 2022  
TIME 3:42 pm  
LINDA S. BARNES  
CLERK HARRISON CO.

WHEN RECORDED RETURN TO:

SiteCo, LLC  
c/o Recurrent Energy Development Holdings, LLC  
123 Mission Street, Fl 18  
San Francisco, CA 94105  
Attn: Office of the General Counsel

SPACE ABOVE THIS LINE FOR  
RECORDER'S USE

**MEMORANDUM OF OPTION AGREEMENT**

This MEMORANDUM OF OPTION AGREEMENT (this "Memorandum") is dated and made as of September 8, 2021, by and between **Kevin D. Bradford, a single person ("Owner")**, and **SITECO, LLC**, a Delaware limited liability company ("Optionee") with its primary place of business located at 123 Mission Street, 18th Floor, San Francisco, CA 94105.

WHEREAS:

- A. Owner owns the real property more particularly described on **Exhibit A** attached hereto, which by this reference is incorporated herein (the "Property").
- B. Owner and Optionee have entered into that certain Option Agreement for the Purchase and Sale of Real Property dated as of September 8, 2021 (the "Option Agreement"), which is incorporated herein by reference as though fully set forth herein, to provide an option in favor of Optionee to purchase a portion of the Property according to the terms and conditions of the Option Agreement.
- C. The Effective Date under the Option Agreement is September 8, 2021. The Option Term is effective through December 31, 2024.
- D. Owner and Optionee desire to enter into this Memorandum which is to be recorded in order that third parties may have notice of the interests of Optionee in the Property and of the existence of the Option Agreement.

NOW, THEREFORE, in consideration of the payments and covenants provided in the Option Agreement to be paid and performed by Optionee, Owner hereby grants to Optionee an option to purchase all of the Property on the terms and conditions set forth in the Option Agreement. All of the terms, conditions, provisions and covenants of the Option Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Option Agreement and this Memorandum shall be deemed to constitute a single instrument or document.

All capitalized terms used but not defined herein shall have the meanings assigned to them in the Option Agreement. Should there be any inconsistency between the terms of this Memorandum and the

Option Agreement, the terms of the Option Agreement shall prevail.

This Memorandum may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and each such counterpart shall, when combined with all other such counterparts, constitute one agreement binding on the parties hereto.

[Remainder of page intentionally left blank; signature page follows.]



IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date set forth above.

Signed, sealed and delivered in  
the presence of:

Owner:

By: Kevin D. Bradford  
Kevin D. Bradford

[Signature]  
Unofficial Witness

Megan B. Iranpour  
Notary Public

My commission expires: 01/16/22

[NOTARIAL SEAL]



Megan Brizer Iranpour  
NOTARY PUBLIC  
State at Large, Kentucky  
ID # 593372  
My Commission Expires  
January 16, 2022

K.B.



Signed, sealed and delivered in  
the presence of:

Optionee:

SiteCo, LLC,  
a Delaware limited liability company

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Name: \_\_\_\_\_

My commission expires:

Title: \_\_\_\_\_

[NOTARIAL SEAL]

This instrument was prepared by:

*B.D. Zoeller*

\_\_\_\_\_  
Brian D. Zoeller, Esq.  
Frost Brown Todd LLC  
400 W Market Street, Suite 3200  
Louisville, KY 40202

*K.B.*

EXHIBIT A TO MEMORANDUM OF OPTION AGREEMENT

LEGAL DESCRIPTION

*[Pursuant to the terms of the Agreement and upon request by Optionee, a more particular legal description of the property shall be added to this Exhibit A]*

A certain tract or parcel of land lying in Harrison County, Kentucky, about 2 ½ miles NE of Cynthiana on the Republican Pike and about ½ mile east of same, and being further described as follows: BEGINNING at a set steel stake by two corner posts, a corner with two lines of Tommy Casey, Vernon Florence and Donald Moore; thence N. 32°22' E 11.14 chains with two lines of Tommy Casey up hill to a corner post on ridge; thence N. 56°35' E. 2.14 ch. with fence and two lines of Tommy Casey to a set steel pipe at the fence by a small cedar tree, a corner with Bobby S. Holland; thence N. 56°35' E 19.38 ch. with line and fence of Bobby S. Holland down hill and across creek to a corner fence post, a corner fence post, a corner with Bobby S. Holland and Mrs. Ethel Hedges; thence with the line and fence of Mrs. Ethel Hedges four more calls, N. 56°35' E. 2.08 ch. to a corner fence post; thence S. 30°45' E. 12.59 ch. to a corner fence post at a gate; thence S. 44°45' W. 6.24 ch. to a fence post at a turn; thence S. 56°10' W. 0.80 ch. to a corner fence post, a corner with Mrs. Ethel Hedges and Douglas McLoney; thence with line and fence of Douglas McLoney six more calls, S. 56°10' W. 4.55 ch. to a corner fence post; thence S. 40°10' W. 0.27 ch. to a corner fence post on the north side of creek; thence S. 31°25' E. 1.02 ch. to a fence post at a turn; thence S. 23°05' E. 0.32 ch. to a fence post at a turn; thence S. 15°35' E. 1.69 ch. to a corner fence post; thence S. 48°20' W. 4.37 ch. across creek to a set stake in fence, a corner with Douglas McLoney and Donald R. Moore; thence N. 84°55' W. 20.94 ch. with line of Donald R. Moore to the beginning point, CONTAINING FORTY AND 61/100 (40.61) ACRES, according to new survey by Berlyn Brown dated September 6, 1969. Plate recorded in Book 134, Page 195.

Being the same property as that conveyed to Kevin D. Bradford and Donna D. Bradford, his wife, and by Manville Bradford and Sue Bradford, his wife, by deed dated October 25, 1989, and recorded in Deed Book 182, Page 738.

**Tax ID: 128-0000-008-00-000**

State of Kentucky, County of Harrison  
I, Linda S. Barnes, Clerk of Harrison County, do hereby certify  
that the foregoing Agreement was on the 2 day  
of March 20, 2022 at 3:42P M; lodged in my office  
certified as above for record; whereupon, the same and this  
certificate are now duly recorded.  
Given under my hand this the 1 day of March 20, 2022  
Linda S. Barnes Clerk, By: Shelley Coppag D.C.

WHEN RECORDED RETURN TO:

BLUE MOON SOLAR LLC  
c/o Geenex Solar  
7804-C Fairview Rd. #257  
Charlotte, NC 28226  
Attention: Walter Putnam

LODGED FOR RECORD  
HARRISON COUNTY CLERK

MAR 14 2022  
TIME 10:15 AM  
LINDA S. BARNES  
CLERK HARRISON CO.

State of Kentucky, County of Harrison  
I, Linda S. Barnes, Clerk of Harrison County, do hereby certify  
that the foregoing Easement was on the 14 day  
of March 2022, at 10:15 AM; lodged in my office  
certified as above for record; whereupon, the same and this  
certificate are now duly recorded.  
Given under my hand this the 16 day of Mar 2022  
Linda S. Barnes Clerk, By: Sherry Copeage D.C.

Parcel ID No: 130-0000-003-01-000

SPACE ABOVE THIS LINE FOR  
RECORDER'S USE

**MEMORANDUM AND AMENDMENT TO ACCESS AND UTILITY EASEMENT**

This MEMORANDUM AND AMENDMENT TO ACCESS AND UTILITY EASEMENT (this "Memorandum") is dated and made as of September 28, 2021, by and between **Kent S. Bradford** and his wife, **Mary Beth Bradford** (collectively, "Grantor"), and **BLUE MOON SOLAR LLC**, a Kentucky limited liability company ("Grantee") with its primary place of business located at 7804-C Fairview Road, #257, Charlotte, NC 28226.

WHEREAS:

A. Grantor and Grantee have entered into that certain Access and Utility Easement dated as of February 25, 2020 (the "Easement Agreement"), which is incorporated herein by reference as though fully set forth herein, by which Grantor granted to Grantee a thirty foot (30') wide non-exclusive easement for vehicular and pedestrian ingress, egress, and access over and across the Access Easement Area described therein, and a thirty foot (30') wide exclusive easement for above-ground and underground transmission line facilities, collection line facilities, and telecommunication line facilities, over and across the Utility Easement Area described therein, all according to the terms and conditions of the Easement Agreement.

B. Grantor and Grantee desire to amend the Easement Agreement as set forth herein and to enter into this Memorandum, which is to be recorded in order that third parties may have notice of the interests of Grantee in the property described in the Easement Agreement and of the existence of the Easement Agreement.

NOW, THEREFORE, in consideration of the payments and covenants provided in the Easement Agreement to be paid and performed by Grantee, and intending to be legally bound, Grantor and Grantee agree as follows:

1. All of the terms, conditions, provisions and covenants of the Easement Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Easement Agreement and this Memorandum shall be deemed to

constitute a single instrument or document.

2. **Grantor Parcel; Utility Easement Area; and Access Easement Area.** **Exhibit A** to the Easement Agreement, which describes the Grantor Parcel, is replaced with **Exhibit A** attached hereto and incorporated herein. **Exhibits B** and **C** to the Easement Agreement, which describe the Utility Easement Area (**Exhibit B**) and the Access Easement Area (**Exhibit C**), are replaced with **Exhibit B** attached hereto and incorporated herein, with **Exhibit B** combining **Exhibits B** and **C** into a single Exhibit. **Exhibit C** to the Easement Agreement is deleted, but not replaced with a new **Exhibit C**. Grantee may have surveys prepared of the Utility Easement Area and/or the Access Easement Area and unilaterally amend this Memorandum to replace **Exhibit B** with more detailed descriptions of the Utility Easement Area and/or the Access Easement Area. Grantor's signature to such amendment shall not be required, but Grantor agrees to sign such amendment if requested by Grantee within fifteen (15) days of written request.
3. **Term.** The Utility Easement and the Access Easement commenced on February 25, 2020, and shall expire on February 25, 2065, unless terminated prior to that date pursuant to the terms of the Easement Agreement.
4. **Access Easement.** Section 1(c) of the Easement Agreement is hereby deleted and replaced with the following:

“(c) **Access Easement.** Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, the non-exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel thirty (30) feet in width more particularly shown on **Exhibit B** attached hereto and incorporated herein by reference (the "**Access Easement Area**" and, together with the Utility Easement Area, the "**Easement Area**") for access, ingress, egress, and regress for pedestrian and vehicular traffic (including construction vehicles, machinery, and equipment), over and across the Utility Easement Area. Grantee shall have the right to create and maintain roadways and a slope adjoining the actual improved roadway within the Access Easement Area and the right to grade, construct, reconstruct, upgrade, replace, repair, maintain and use such roads as Grantee may deem necessary in the exercise of the Access Easement. Without limiting the generality of the foregoing, the rights granted herein shall entitle Grantee to use and improve any existing and future roads and access routes located on the Access Easement Area, including, without limitation, the right to construct, reconstruct, upgrade, replace, repair, maintain bridges or other means of crossing any irrigation, drainage or other ditches located in the Access Easement Area. Grantee's rights hereunder include the right of Grantee to allow its contractors, subcontractors, agents, employees, lessees, invitees, licensees, and any public utility providers to use the Access Easement Area in accordance with the terms of this Easement. For avoidance of doubt, the primary residence blacktop driveway will not be utilized for access without specific Grantor approval.

Grantee shall comply (and shall cause its officers, directors, employees, agents,

contractors, permitted successors, and permitted assigns to comply) with all laws, regulations, ordinances, permits, and other legal requirements applicable to Grantee's exercise of its rights hereunder, including, without limitation, its use of, and activities within, the Easement Area and its use, maintenance, and repair of Grantee's Facilities. Grantee shall not use the Easement Area or exercise its rights under this Easement for any unlawful or immoral purposes or in such a manner as to constitute a nuisance.”

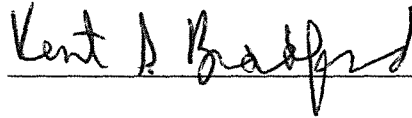
5. **Mortgagee Protection.** The following is added to the end of Section 22 of the Easement Agreement:  
“Any Mortgagee of Grantee shall have the absolute right: (i) to assign its security interest; (ii) to enforce its lien and acquire title to the easement estate by any lawful means; (iii) to take possession of the Easement Area or any portion thereof, to exercise all of Grantee’s rights hereunder, and to perform all obligations to be performed by Grantee hereunder, or to cause a receiver to be appointed to do so; and (iv) to acquire the easement estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the easement estate to a third party. Grantor’s consent shall not be required for the acquisition of the encumbered easement or sub-easement estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.
6. As amended by this Memorandum, Grantor and Grantee agree that the Easement Agreement (i) is valid and in full force and effect, enforceable against the Parties and their heirs, legal representatives, successors and assigns in accordance with its respective terms, (ii) has not been waived, surrendered, canceled, terminated, supplemented, modified, amended or abandoned (orally or in writing), except as otherwise provided herein, and (iii) constitutes the entire agreement between the Parties (including their affiliates) with respect to the subject matter contained therein. The Parties acknowledge and agree that there exists no dispute between Grantor and Grantee and that no event has occurred and no condition exists that constitutes, or that with the giving of notice or the lapse of time or both, would constitute, a default by either Party under the Easement Agreement.
7. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Easement Agreement. Should there be any inconsistency between the terms of this Memorandum and the Easement Agreement, the terms of this Memorandum shall prevail.
8. This Memorandum may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and each such counterpart shall, when combined with all other such counterparts, constitute one agreement binding on the parties hereto.

[Remainder of page intentionally left blank; signature page follows.]

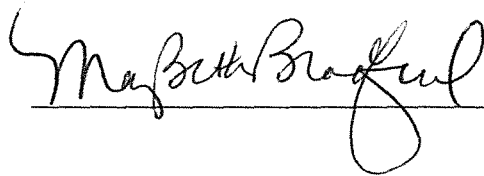
**IN WITNESS WHEREOF**, the parties have executed this Memorandum as of the date first above written.

**GRANTOR:**

**Kent S. Bradford**

  
\_\_\_\_\_

**Mary Beth Bradford**

  
\_\_\_\_\_









**Exhibit A**

Tax ID No. 130-0000-003-01-000

Beginning at a 1/2 rebar (set) W/ Yellow ID Cap (1662) on the west side of the Ruddles Mill Road, a corner to Kenneth L. Whitaker (DB 142, Page 411), thence running along the west side of the Ruddles Mill Road for two calls: North 05 deg. 11 min. 17 sec. West - 168.30 feet to a 1/2" rebar (set) W/ Yellow ID Cap (1662), and North 02 deg. 36 min. 50 sec. East - 214.35 feet to a 1/2" rebar (set) W/ Yellow ID Cap (1662), a corner to Tract 1; thence running with the line of Tract 1 for four calls: North 84 deg. 16 min. 57 sec. West - 151.40 feet to a 1/2" rebar (set) W/ Yellow ID Cap (1662); North 81 deg. 38 min. 37 sec. West - 204.60 feet to a 1/2" rebar (set) W/ Yellow ID Cap (1662); North 89 deg. 42 min. 10 sec. West - 772.33 feet to a 1/2" rebar (set) W/ Yellow ID Cap (1662) and South 27 deg. 22 min. 15 sec. West - 345.20 feet to a 1/2" rebar (set) W/ Yellow ID Cap (1662) in the line of Kenneth L. Whitaker (DB 142, Page 411); thence running with the line of Kenneth L. Whitaker (DB 142, Page 411) South 84 deg. 30 min. 18 sec. East - 1295.51 feet to the point of beginning and containing 10.000 acres more or less.

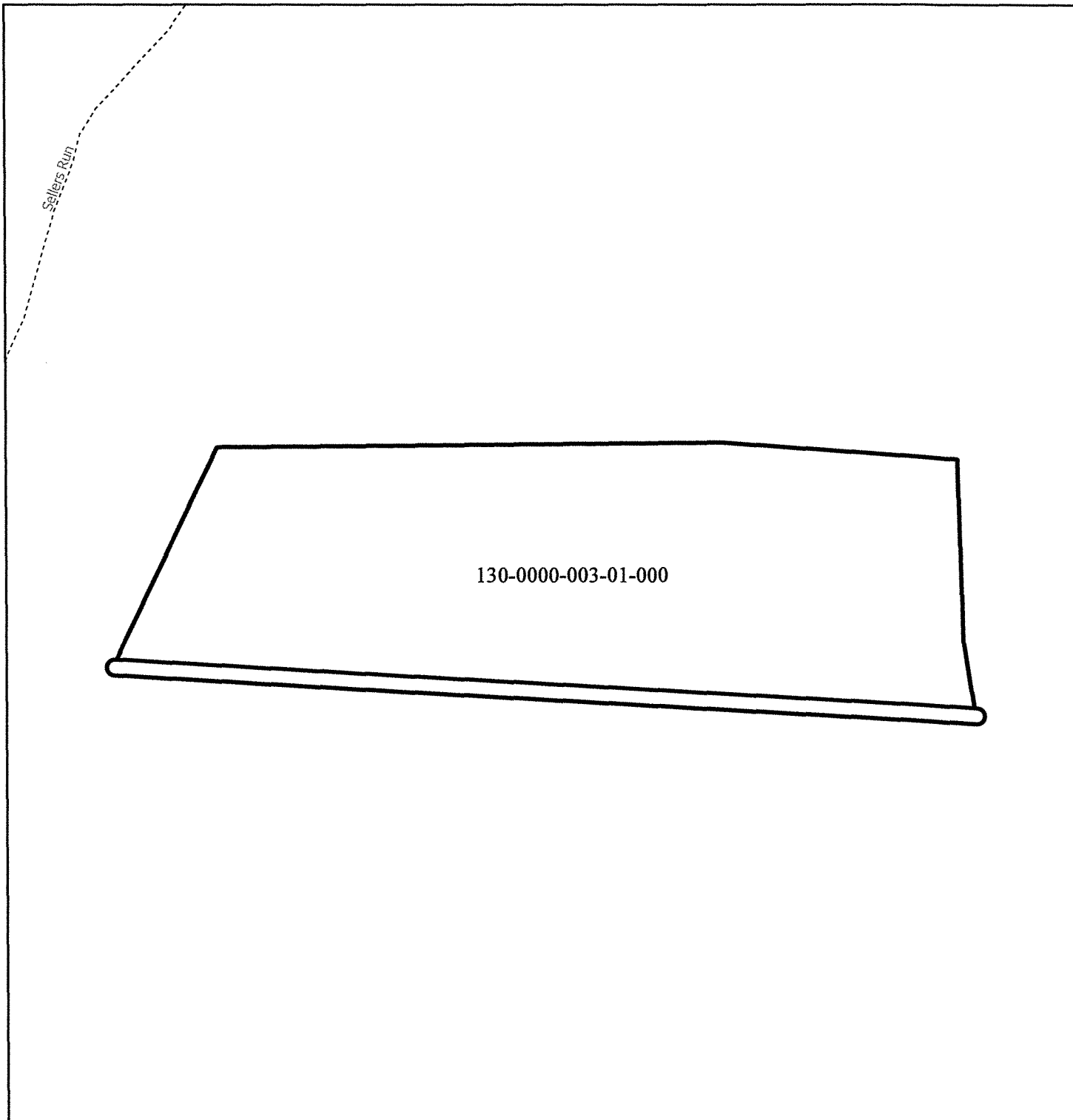
**BEING** the same property conveyed to Kent S. Bradford and Mary Beth Bradford, husband and wife by Deed dated March 5, 1999, recorded March 19, 1999 in Book 230, Page 244 in the Office of the County Clerk of Harrison County, Kentucky.

**EXHIBIT B**

**Utility Easement Area and Access Easement Area**



*[Pursuant to the terms of the Easement Agreement and upon request by Grantee, a more particular legal description shall be added to this Exhibit B]*

# Exhibit B



\*Note: The Easement Area has been enlarged for illustrative purposes only.

## Legend

-  The Easement Area\*
-  The Grantor Parcel



0 200 400 US Feet

## PARCEL INFORMATION:

### PROJECT:

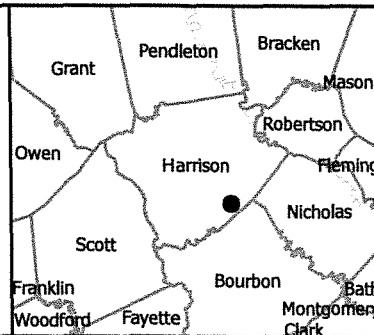
Blue Moon Solar LLC

### OWNERSHIP:

Kent & Mary Beth Bradford

### PARCEL IDENTIFICATION NUMBER:

130-0000-003-01-000



**EXHIBIT C**

Not used.

WHEN RECORDED RETURN TO:

BLUE MOON SOLAR LLC  
c/o Geenex Solar  
7804-C Fairview Rd. #257  
Charlotte, NC 28226  
Attention: Walter Putnam

LODGED FOR RECORD  
HARRISON COUNTY CLERK  
MAR 14 2022  
TIME 10:16 AM  
LINDA S. BARNES  
CLERK HARRISON CO.

State of Kentucky, County of Harrison  
I, Linda S. Barnes, Clerk of Harrison County, do hereby certify  
that the foregoing easement was on the 14 day  
of March, 2022, at 10:16 AM; lodged in my office  
certified as above for record; whereupon, the same and this  
certificate are now duly recorded.  
Given under my hand this the 16 day of Mar, 2022  
Linda S. Barnes Clerk, By: Sherry Copping D.C.

Parcel ID No: 130-0000-003-00-000

SPACE ABOVE THIS LINE FOR  
RECORDER'S USE

**MEMORANDUM AND AMENDMENT TO ACCESS AND UTILITY EASEMENT**

This MEMORANDUM AND AMENDMENT TO ACCESS AND UTILITY EASEMENT (this "Memorandum") is dated and made as of September 28, 2021, by and between **Cynona Farms, LLC**, a Kentucky limited liability company ("Grantor"), and **BLUE MOON SOLAR LLC**, a Kentucky limited liability company ("Grantee") with its primary place of business located at 7804-C Fairview Road, #257, Charlotte, NC 28226..

WHEREAS:

A. Grantor and Grantee have entered into that certain Access and Utility Easement dated as of February 25, 2020 (the "Easement Agreement"), which is incorporated herein by reference as though fully set forth herein, by which Grantor granted to Grantee a thirty foot (30') wide non-exclusive easement for vehicular and pedestrian ingress, egress, and access over and across the Access Easement Area described therein, and a thirty foot (30') wide exclusive easement for above-ground and underground transmission line facilities, collection line facilities, and telecommunication line facilities, over and across the Utility Easement Area described therein, all according to the terms and conditions of the Easement Agreement.

B. Grantor and Grantee desire to amend the Easement Agreement as set forth herein and to enter into this Memorandum, which is to be recorded in order that third parties may have notice of the interests of Grantee in the property described in the Easement Agreement and of the existence of the Easement Agreement.

NOW, THEREFORE, in consideration of the payments and covenants provided in the Easement Agreement to be paid and performed by Grantee, and intending to be legally bound, Grantor and Grantee agree as follows:

1. All of the terms, conditions, provisions and covenants of the Easement Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Easement Agreement and this Memorandum shall be deemed to



constitute a single instrument or document.

2. **Grantor Parcel; Grantee Parcel; Utility Easement Area; and Access Easement Area.** **Exhibit A** to the Easement Agreement, which describes the Grantor Parcel, is replaced with **Exhibit A** attached hereto and incorporated herein. **Exhibit B** to the Easement Agreement, which describes the “Grantee Parcel”, is deleted, but not replaced with a new **Exhibit B.** **Exhibits C and D** to the Easement Agreement, which describe the Utility Easement Area (**Exhibit C**) and the Access Easement Area (**Exhibit D**), are replaced with **Exhibit C** attached hereto and incorporated herein, with **Exhibit C** combining **Exhibits C and D** into a single Exhibit. **Exhibit D** to the Easement Agreement is deleted, but not replaced with a new **Exhibit D.** Grantee may have surveys prepared of the Utility Easement Area and/or the Access Easement Area and unilaterally amend this Memorandum to replace **Exhibit C** with more detailed descriptions of the Utility Easement Area and/or the Access Easement Area. Grantor’s signature to such amendment shall not be required, but Grantor agrees to sign such amendment if requested by Grantee within fifteen (15) days of written request.
3. **Grantee Parcel.** The Second recital of the Easement Agreement is deleted and replaced with the following:

“WHEREAS, Grantee has acquired one or more property interests near the Grantor Parcel (the “Grantee Parcel”) for purposes of developing, constructing and operating a solar electricity generating facility near the Grantor Parcel (the “Project”) and, in connection with the Project, Grantee is investigating the acquisition or one or more transmission easements for purposes of placing transmission lines and related equipment leading to and from the Project; and”.
4. **Term.** The Utility Easement and the Access Easement commenced on February 25, 2020, and shall expire on February 25, 2065, unless terminated prior to that date pursuant to the terms of the Easement Agreement.
5. **Access Easement.** Section 1(c) of the Easement Agreement is hereby deleted and replaced with the following:

“(c) **Access Easement.** Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, the non-exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel thirty (30) feet in width more particularly shown on **Exhibit C** attached hereto and incorporated herein by reference (the "Access Easement Area" and, together with the Utility Easement Area, the "Easement Area") for access, ingress, egress, and regress for pedestrian and vehicular traffic (including construction vehicles, machinery, and equipment), over and across the Utility Easement Area. Grantee shall have the right to create and maintain roadways and a slope adjoining the actual improved roadway within the Access Easement Area and the right to grade, construct, reconstruct, upgrade, replace, repair, maintain and use such roads as Grantee may deem necessary in the exercise of the Access Easement. Without limiting the generality of the foregoing, the rights granted herein shall entitle

Grantee to use and improve any existing and future roads and access routes located on the Access Easement Area, including, without limitation, the right to construct, reconstruct, upgrade, replace, repair, maintain bridges or other means of crossing any irrigation, drainage or other ditches located in the Access Easement Area. Grantee's rights hereunder include the right of Grantee to allow its contractors, subcontractors, agents, employees, lessees, invitees, licensees, and any public utility providers to use the Access Easement Area in accordance with the terms of this Easement.

Grantee shall comply (and shall cause its officers, directors, employees, agents, contractors, permitted successors, and permitted assigns to comply) with all laws, regulations, ordinances, permits, and other legal requirements applicable to Grantee's exercise of its rights hereunder, including, without limitation, its use of, and activities within, the Easement Area and its use, maintenance, and repair of Grantee's Facilities. Grantee shall not use the Easement Area or exercise its rights under this Easement for any unlawful or immoral purposes or in such a manner as to constitute a nuisance."

6. **Mortgagee Protection**. The following is added to the end of Section 22 of the Easement Agreement:  
"Any Mortgagee of Grantee shall have the absolute right: (i) to assign its security interest; (ii) to enforce its lien and acquire title to the easement estate by any lawful means; (iii) to take possession of the Easement Area or any portion thereof, to exercise all of Grantee's rights hereunder, and to perform all obligations to be performed by Grantee hereunder, or to cause a receiver to be appointed to do so; and (iv) to acquire the easement estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the easement estate to a third party. Grantor's consent shall not be required for the acquisition of the encumbered easement or sub-easement estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.
7. As amended by this Memorandum, Grantor and Grantee agree that the Easement Agreement (i) is valid and in full force and effect, enforceable against the Parties and their heirs, legal representatives, successors and assigns in accordance with its respective terms, (ii) has not been waived, surrendered, canceled, terminated, supplemented, modified, amended or abandoned (orally or in writing), except as otherwise provided herein, and (iii) constitutes the entire agreement between the Parties (including their affiliates) with respect to the subject matter contained therein. The Parties acknowledge and agree that there exists no dispute between Grantor and Grantee and that no event has occurred and no condition exists that constitutes, or that with the giving of notice or the lapse of time or both, would constitute, a default by either Party under the Easement Agreement.
8. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Easement Agreement. Should there be any inconsistency between the terms of this Memorandum and the Easement Agreement, the terms of this Memorandum shall prevail.

9. This Memorandum may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and each such counterpart shall, when combined with all other such counterparts, constitute one agreement binding on the parties hereto.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

**GRANTOR:**

**CYNONA FARMS, LLC,**  
a Kentucky limited liability company

By: Kent Bradford  
Name: Kent Bradford  
Title: Managing Partner

STATE OF KY )  
 ) ss.  
COUNTY OF Harrison )

On 9 23, 2021, before me, James Dustin Rose, a Notary Public in and for said state, personally appeared Kent Bradford as Managing Partner of CYNONA FARMS, LLC, a Kentucky limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

James Dustin Rose  
Notary Public in and for said State

Notary ID#  
631602





## Exhibit A

### GRANTOR PARCEL

Tax ID No. 130-0000-003-00-000

Beginning at a ½" rebar (set) W/Yellow ID Cap (1662) on the west side of the Ruddles Mill Road, a corner to Tract 2, thence running with the line of Tract 2 for four calls: North 84 deg 16 min. 57 sec. West - 151.40 feet to 1/2" rebar (set) W/Yellow ID Cap (1662); North 81 deg. 38 min. 37 sec. West- 204.60 feet to a ½" rebar (set) W/Yellow ID Cap (1662); North 89 deg. 42 min. 10 sec. West - 772.33 feet to a ½" rebar (set) W/Yellow ID CP (1662) and South 27 deg. 22 min. 15 sec. West-345.20 feet to a ½" rebar (set) W/Yellow ID Cap (1662) in the line of Kenneth L. Whitaker (DB 142, Page 411); thence running with the line of Kenneth L. Whitaker (DB 142, Page 411) for three calls: North 84 deg. 30 min. 18 sec. West - 206.09 feet to a ½" rebar (set) W/Yellow ID Cap (1662); South 06 deg. 09 min. 56 sec. West - 712.50 feet to a ½" rebar (set) W/Yellow ID Cap (1662) and North 83 deg. 02 min. 52 sec. West- 517.30 feet to a ½" rebar (set) W/Yellow ID Cap (1662), a corner to James O. & Shirley McKee (DB 214, Page 472); thence running with the line of James O. & Shirley McKee (DB 214, Page 472) for two calls; North 82 deg. 39 min. 33 sec. West 1314.03 feet to an iron pin stake (Fnd); thence first with the line of James O. & Shirley McKee (DB 214, Page 472) and thence with the line of James & Hattie McKee (DB 103, Page 11 & 118, Page 117) S 05 deg. 35 min 57 sec. West to ½" rebar (set) W/Yellow ID Cap (1662); thence running with the line of James & Hattie McKee (DB 103, Page 11 & 118), Page 177) North 84 deg. 35 min. 57 sec. West - 162.60 feet to an iron pin (Fnd) in the line of James W. & Carolyn Gallagher (DB 209, Page 692); thence running with the line of James W. & Carolyn Gallagher for three calls, North 14 deg. 07 min. 42 sec. West 34.86 feet to an iron pin (Fnd); North 48 deg. 35 min. 07 sec. West - 772.06 feet to an iron pin (Fnd) and North 35 deg. 50 min. 07 sec. West - 687.06 feet to a ½" rebar (set) W/Yellow ID Cap (1662), a corner to L. C. & Donna Lusby (DB 212, Page 284); thence running with the line of L. C. & Donna Lusby (DB 212, Page 284) for two calls: North 77 deg. 35 min. 23 sec. East - 891.11 feet and North 05 deg. 49 min. 23 sec. East - 1598.17 feet to a ½" rebar (set) W/Yellow ID Cap (1662) in the line of Mrs. L. T. Bradford (DB 127, Page 94); thence running with the line of Mrs. L. T. Bradford (DB 127, Page 94) South 83 deg. 30 min. 16 sec. East - 2524.20 feet and South 83 deg. 11 min. 31 sec. East- 1121.46 feet to a ½" rebar (set) W/Yellow ID Cap (1662) on the west side of the Ruddles Mill Road; thence running along the west side of the Ruddles Mill Road South 02 deg. 53 min. 50 sec. West - 348.70 feet to the point of beginning and containing 111.508 acres more or less.

### EXCEPTION

All that certain tract or parcel of land, lying and being located in Harrison County, Kentucky; and situated on the west side of Ruddles Mill Road (KY 1940); and more particularly described as follows:

Unless stated otherwise, any monument referred to herein as an "iron pin" is a set #4 rebar, eighteen (18") inches in length, with an orange cap stamped "Darnell 3553." All bearing stated herein are referenced to the Parent Tract.

Beginning at a found iron pipe, a corner to James O. McKee & Shirley McKee (D.B. 214, Pg. 472); said point lying N. 12°12'21" E. 1402.51 feet from an iron pin in the center of an abandoned road. a corner with James W. Gallagher & Carolyn Gallagher (D.B. 209, Pg. 692) and James McKee and Hattie McKee (D.B. 103, Pg. 11 & D.B. 118, Pg. 177); thence in part with said James O. McKee and said James McKee S. 05°35'57" W. 1393.19 feet to a found iron pin bearing "Hudnall 1662", thence

continuing with said James McKee N. 84\*24'09" W. 161.36 feet to an iron pin in the line of James W. Gallagher & Carolyn Gallagher (D.B. 209, Pg. 692); thence with said Gallagher for three calls as follows: (1) N. 14\*30'45" W. 34.29 feet to a found iron pin bearing "Hudnall 1662", (2) N. 47\*54'09" W. 755.37 feet to an iron pin, and (3) N. 35\*53'23" W. 621.79 feet to a found survey nail by a fence post, a corner to L.C. Lusby & Donna Lusby (D.B. 212, Pg. 284); thence with said Lusby N. 75\*31'38" E. 870.44 feet to a found iron pin bearing "Hudnall 1662", a corner to a new division of Kent S. Bradford & Mary Bradford (D.B. 230, Pg. 553); thence with the said new division N. 74\*09'15" E. 402.60 feet to the point of beginning containing an area of 21.594 acres more or less, and being subject to any and all easements or right-of-way of record and in existence and in accordance with a survey and plat by Allen Patrick Darnell, PE, PLS on October 29, 2004. See Plat of record in Plat Cabinet 4, Sheet 237.

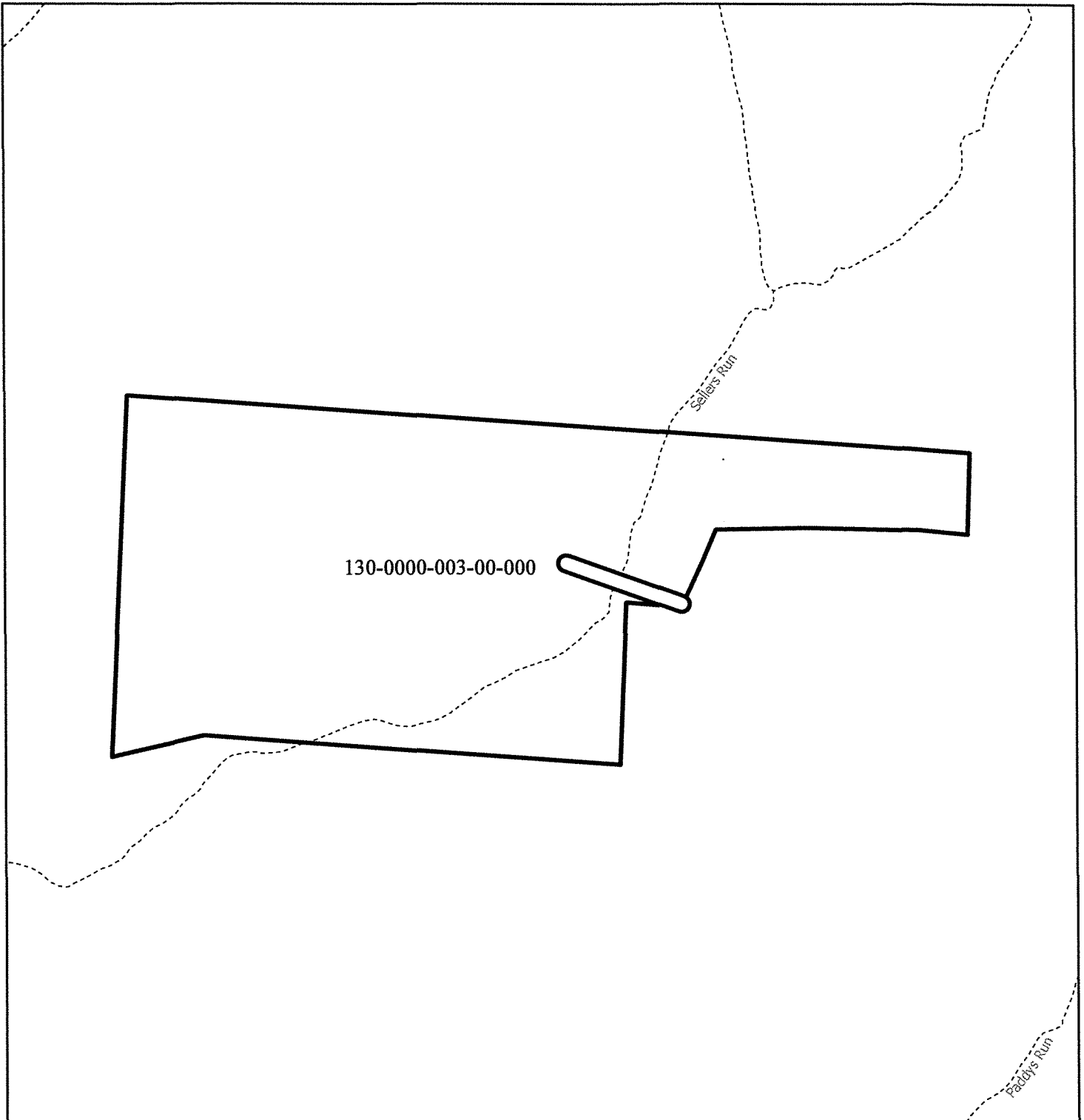
**BEING** a portion of the same property conveyed to Cynona Farms, LLC, a Kentucky limited liability company by Deed dated June 7, 2018, recorded June 11, 2018 in Book 353, Page 649, in the Office of the County Clerk of Harrison County, Kentucky.



**EXHIBIT B**



*Not used.*

# Exhibit C



\*Note: The Easement Area has been enlarged for illustrative purposes only.

## Legend

-  The Easement Area\*
-  The Grantor Parcel



0 500 1,000 US Feet



## PARCEL INFORMATION:

### PROJECT:

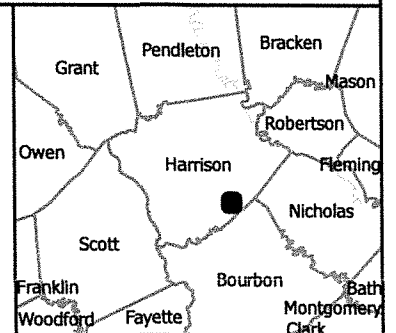
Blue Moon Solar LLC

### OWNERSHIP:

Cynona Farms, LLC

### PARCEL IDENTIFICATION NUMBER:

130-0000-003-00-000



**EXHIBIT D**

*Not used.*

WHEN RECORDED RETURN TO:

BLUE MOON SOLAR LLC  
c/o Geenex Solar  
7804-C Fairview Rd. #257  
Charlotte, NC 28226  
Attention: Walter Putnam

State of ~~Kentucky~~, ~~County of Harrison~~  
I, Linda S. Barnes, Clerk of Harrison County, do hereby certify  
that the foregoing Agreement was on the 2 day  
of March 2022 at 2:06 P.M; lodged in my office  
certified as above for record; whereupon, the same and this  
certificate are now duly recorded.  
Given under my hand this the 7 day of Mar 2022  
Linda S. Barnes Clerk, By: Shelley Coppage D.C.

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this 28 day of September, 2021, by and between CYNONA FARMS, LLC, a Kentucky limited liability company ("Landlord"), and BLUE MOON SOLAR LLC, a Kentucky limited liability company ("Tenant") with its primary place of business located at 7804-C Fairview Road, #257, Charlotte, NC 28226.

1. Landlord and Tenant entered into that certain Solar Ground Lease Agreement dated February 25, 2020, which agreement was amended by First Amendment to Solar Ground Lease Agreement of even date herewith (collectively, the "Lease"), pertaining to a portion of the land located in Harrison County, Kentucky more fully described in Exhibit A attached hereto (the "Land"). In the Lease, Landlord leased to Tenant approximately 336.3 acres of the Land in the area generally depicted on Exhibit B attached hereto, together with all improvements, fixtures, personal property and trade fixtures located thereon, and all other appurtenances, tenements, hereditaments, rights and easements pertaining thereto now or in the future located thereon (collectively, the "Premises").
2. The term of the Lease commenced on February 25, 2020 and it shall expire 240 months after the Rent Commencement Date, subject to the extensions described below. Pursuant to the Lease, the "Rent Commencement Date" is the earlier of (i) December 31, 2020 or (ii) the date that the solar farm constructed by Tenant on the Premises achieves commercial operation and is delivering electricity to the applicable utility (such date being the commercial operation date as determined by any applicable agreement between Tenant and the utility), subject to extension of the Rent Commencement Date until December 31, 2023 as provided in the Lease.
3. The Lease has four (4) renewal terms of five (5) years each.
4. Tenant shall be entitled to use the Premises for operation of a solar photovoltaic power array for the generation of electric power and ancillary and associated uses.
5. The Lease includes non-exclusive easements in favor of Tenant for ingress and egress, transmission lines, collection lines, and data and telecommunications lines, and related facilities and improvements, on, above, under and across Landlord's

LODGED FOR RECORD  
HARRISON COUNTY CLERK

MAR 02 2022

TIME 2:06 pm  
LINDA S. BARNES  
CLERK HARRISON CO. [Signature]

Adjacent Property, which is defined as all or any portion of the Released Premises, as that term is defined in the Lease.

6. In the Lease Landlord waived the lien granted under Kentucky Revised Statutes §383.070 as to any personal property of Tenant or any sublessee under any sublease claiming under Tenant located on the Premises.
7. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.
8. This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

*[Signature pages follow]*

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

**LANDLORD:**

Cynona Farms, LLC, a Kentucky limited liability company

By: Kent Bradford  
Name: Kent Bradford  
Title: Managing Partner

STATE OF KY )  
 ) ss.  
COUNTY OF Harrison )

On 9 23, 2021, before me, James Dustin Rose, a Notary Public in and for said state, personally appeared Kent Bradford as Managing Partner of **Cynona Farms, LLC**, a Kentucky limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

James Dustin Rose  
Notary Public in and for said State  
Notary ID# 631602







## Exhibit A

### TRACT 1:

Tax ID No. 130-0000-003-00-000

Beginning at a ½" rebar (set) W/Yellow ID Cap (1662) on the west side of the Ruddles Mill Road, a corner to Tract 2, thence running with the line of Tract 2 for four calls: North 84 deg 16 min. 57 sec. West - 151.40 feet to 1/2" rebar (set) W/Yellow ID Cap (1662); North 81 deg. 38 min. 37 sec. West- 204.60 feet to a ½" rebar (set) W/Yellow ID Cap (1662); North 89 deg. 42 min. 10 sec. West - 772.33 feet to a ½" rebar (set) W/Yellow ID CP (1662) and South 27 deg. 22 min. 15 sec. West- 345.20 feet to a ½" rebar (set) W/Yellow ID Cap (1662) in the line of Kenneth L. Whitaker (DB 142, Page 411); thence running with the line of Kenneth L. Whitaker (DB 142, Page 411) for three calls: North 84 deg. 30 min. 18 sec. West - 206.09 feet to a ½" rebar (set) W/Yellow ID Cap (1662); South 06 deg. 09 min. 56 sec. West - 712.50 feet to a ½" rebar (set) W/Yellow ID Cap (1662) and North 83 deg. 02 min. 52 sec. West- 517.30 feet to a ½" rebar (set) W/Yellow ID Cap (1662), a corner to James O. & Shirley McKee (DB 214, Page 472); thence running with the line of James O. & Shirley McKee (DB 214, Page 472) for two calls; North 82 deg. 39 min. 33 sec. West 1314.03 feet to an iron pin stake (Fnd); thence first with the line of James O. & Shirley McKee (DB 214, Page 472) and thence with the line of James & Hattie McKee (DB 103, Page 11 & 118, Page 117) S 05 deg. 35 min 57 sec. West to ½" rebar (set) W/Yellow ID Cap (1662); thence running with the line of James & Hattie McKee (DB 103, Page 11 & 118), Page 177) North 84 deg. 35 min. 57 sec. West - 162.60 feet to an iron pin (Fnd) in the line of James W. & Carolyn Gallagher (DB 209, Page 692); thence running with the line of James W. & Carolyn Gallagher for three calls, North 14 deg. 07 min. 42 sec. West 34.86 feet to an iron pin (Fnd); North 48 deg. 35 min. 07 sec. West - 772.06 feet to an iron pin (Fnd) and North 35 deg. 50 min. 07 sec. West - 687.06 feet to a ½" rebar (set) W/Yellow ID Cap (1662), a corner to L. C. & Donna Lusby (DB 212, Page 284); thence running with the line of L. C. & Donna Lusby (DB 212, Page 284) for two calls: North 77 deg. 35 min. 23 sec. East - 891.11 feet and North 05 deg. 49 min. 23 sec. East - 1598.17 feet to a ½" rebar (set) W/Yellow ID Cap (1662) in the line of Mrs. L. T. Bradford (DB 127, Page 94); thence running with the line of Mrs. L. T. Bradford (DB 127, Page 94) South 83 deg. 30 min. 16 sec. East - 2524.20 feet and South 83 deg. 11 min. 31 sec. East- 1121.46 feet to a ½" rebar (set) W/Yellow ID Cap (1662) on the west side of the Ruddles Mill Road; thence running along the west side of the Ruddles Mill Road South 02 deg. 53 min. 50 sec. West - 348.70 feet to the point of beginning and containing 111.508 acres more or less.

### EXCEPTION

All that certain tract or parcel of land, lying and being located in Harrison County, Kentucky; and situated on the west side of Ruddles Mill Road (KY 1940); and more particularly described as follows:

Unless stated otherwise, any monument referred to herein as an "iron pin" is a set #4 rebar, eighteen (18") inches in length, with an orange cap stamped "Darnell 3553." All bearing stated herein are referenced to the Parent Tract.

Beginning at a found iron pipe, a corner to James O. McKee & Shirley McKee (D.B. 214, Pg. 472); said point lying N. 12°12'21" E. 1402.51 feet from an iron pin in the center of an abandoned road. a corner with James W. Gallagher & Carolyn Gallagher (D.B. 209, Pg. 692) and James McKee and Hattie McKee (D.B. 103, Pg. 11 & D.B. 118, Pg. 177); thence in part with said James O. McKee and said James McKee S. 05°35'57" W. 1393.19 feet to a found iron pin bearing "Hudnall 1662", thence continuing with said James McKee N. 84°24'09" W. 161.36 feet to an iron pin in the line of James

W. Gallagher & Carolyn Gallagher (D.B. 209, Pg. 692); thence with said Gallagher for three calls as follows: (1) N. 14°30'45" W. 34.29 feet to a found iron pin bearing "Hudnall 1662", (2) N. 47°54'09" W. 755.37 feet to an iron pin, and (3) N. 35°53'23" W. 621.79 feet to a found survey nail by a fence post, a corner to L.C. Lusby & Donna Lusby (D.B. 212, Pg. 284); thence with said Lusby N. 75°31'38" E. 870.44 feet to a found iron pin bearing "Hudnall 1662", a corner to a new division of Kent S. Bradford & Mary Bradford (D.B. 230, Pg. 553); thence with the said new division N. 74°09'15" E. 402.60 feet to the point of beginning containing an area of 21.594 acres more or less, and being subject to any and all easements or right-of-way of record and in existence and in accordance with a survey and plat by Allen Patrick Darnell, PE, PLS on October 29, 2004. See Plat of record in Plat Cabinet 4, Sheet 237.

## **TRACT 2:**

Tax ID No. 116-0000-011-02-000

### **Parcel 2 (172.839 Acres)**

All those certain tracts or parcels of land, lying and being located in Harrison County, Kentucky; and situated on the north side of Millersburg Pike (KY 32 & KY 36), and more particularly described as follows:

Unless stated otherwise, any monument referred to herein as an "iron pin" is a set #4 rebar, eighteen (18") inches in length, with an orange cap stamped "Darnell 3553." All bearings stated herein are referenced to Plat Cabinet 4, Sheet 174A. All deed and plat referenced stated herein are found in the office of the Harrison County Clerk, unless otherwise stated.

Beginning at an iron pin in the north right-of-way of Millersburg Pike (KY 32 & KY 36), a corner to Parcel 4, a new division of Betty Clifford, Bonnie Whalen, Manville Bradford, Georgia McCauley & Roy Bradford (D.B. 284, Pg. 598; D.B. 290, Pg. 153); said point lying N.78°08'14"W. 1,967.13 feet from a found iron pin bearing "Casey LS 2017" in said right-of-way, a corner to Church of God Mountain Assembly, Inc. (D.B. 234, Pg. 697; P.C. 5, Sh. 140A); thence with the said north right-of-way of said Millersburg Pike (KY 32 & KY 36) N.77°59'04" W. 1,481.05 feet to an iron pin, a corner to Parcel 3, a new division of Betty Clifford, Bonnie Whalen, Manville Bradford, Georgia McCauley & Roy Bradford (D.B. 284, Pg. 598; D.B. 290, Pg. 153); thence with said Parcel 3 N.11° 14'25"E. 438.01 feet to an iron pin, a corner to Parcel 1, a new division of Betty Clifford, Bonnie Whalen, Manville Bradford, Georgia McCauley & Roy Bradford (D.B. 284, Pg. 598; D.B. 290, Pg. 153); thence with said Parcel 1 for seven calls as follows: (1) N.19°03'16"E. 366.93 feet to a mag nail set in a fence post, (2) N.12°24'04"E. 147.99 feet to a mag nail set in a fence post, (3) N.76°30'24"W. 32.36 feet to an iron pin, (4) N.110 03'31"E. 416.19 feet to an iron pin, (5) N.16°22'12"E. 923.80 feet to an iron pin, (6) N.74°59'09"W. 263.68 feet to an iron pin, and (7) N.38°46'40"E. 466.98 feet to an iron pin, a corner to Joyce S. Colson (D.B. 263, Pg. 373); thence with said Colson N.39°41'17"E. 903.21 feet at a found iron pin, a corner to MSJ Construction Company, Inc. (D.B. 312, Pg. 758); thence with said MSJ Construction Company, Inc. for four calls as follows: (1) N.38°48'25"E. 483.58 feet to an iron pin, (2) N.30°25'01"E. 666.60 feet to an iron pin, (3) N.82°06'05"E. 205.78 feet to an iron pin, and (4) S.53°11'05"E. passing an iron pin at 785.06 feet, in all 1,570.12 feet to an iron pin, a corner to Ruth Ann Wilson & Paul D. Wilson (D.B. 300, Pg. 334); thence in part with said Wilson and William R. Cook & John V. Cook (D.B. 304, Pg. I) S.30°01'30"W. passing an iron pin at 595.94 feet, in all 1,191.88 feet to an iron pin; thence continuing with said Cook S.20°42'07"W. 961.56 feet to an iron pin, a corner to Parcel 5, a new division of Betty Clifford, Bonnie Whalen, Manville Bradford, Georgia McCauley & Roy Bradford (D.B. 284, Pg. 598, D.B. 290, Pg. 153); thence with said Parcel 5 N.78°21'03"W. 541.89 feet to an iron pin and

S.09°14'58"W. 305.12 feet to an iron pin, a corner to Parcel 4, a new division of Betty Clifford, Bonnie Whalen, Manville Bradford, Georgia McCauley & Roy Bradford (D.B. 284, Pg. 598; D.B. 290, Pg. 153); thence with said Parcel 4 S.10°40'39"W. 1,602.78 feet to the point of beginning containing an area of 172.839 acres more or less, and being subject to any and all easements or right-of-way of record and in existence and in accordance with a survey and plat by Darnell Engineering, Inc. on May 21, 2012. See Plat recorded in Plat Cabinet 6, Sheet 175B.

**TRACT 3:**

Tax ID No. 130-0000-002-00-000

**Parcel 6** (113.93 Acres)

All those certain tracts or parcels of land, lying and being located in Harrison County, Kentucky; and situated on the north side of Millersburg Pike (KY 32 & KY 36); and more particularly described as follows:

Unless stated otherwise, any monument referred to herein as an "iron pin" is a set #4 rebar, eighteen (18) inches in length, with an orange cap stamped "Darnell 3553." All bearings stated herein are referenced to Plat Cabinet 4, Sheet 174A. All deed and plat references stated herein are found in the office of the Harrison County Clerk, unless otherwise stated.

Tract #1: BEGINNING at a corner to Midden and Kaufmann; thence S. 83 ¾ E. 28.84 chs. to a stone corner to Midden and Magee; thence S. 3\* W. 29.80 chs. to a stone corner to Lebus and Magee; thence N. 85 ¾ W. 30.69 chs. to a stone corner to Wiglesworth and Kaufmann; thence N. 6 ½ E. 30.78 chs. to the beginning, containing 90.11 acres of land.

Tract #2: BEGINNING at a corner near the middle of Cynthiana and Ruddies Mill Pike to school yard S. 2 ½ W. 2.86 chs to a corner to McKee near the middle of said pike; thence with McKee line N. 84 ¼ W. 26.81 chs. corner to Lebus & McKee line; thence with Lebus line N. 4\* E. 9.35 chs. corner to Magee; thence with Magee line S. 84 ½ E. 23.09 chs. corner to Broadwell Cemetery; thence with cemetery and school yard line S. 3\* W. 6.53 chs. corner to school yard; thence with school yard line S. 84\* E. 3.65 chs. to the beginning, containing 22.72 acres of land.

Tract #3: BEGINNING at a stake corner to C. Lebus and Mt. Garizen Church Yard; thence S. 1\* 52' W. 2.97 chs. to post corner to C. Lebus; thence S. 84\* 22' E. 3.64 chs. to a point in the center of Cynthiana and Ruddles Mills Turnpike; thence with center of same N. 1\* 52' E. 3.10 chs. to a point in center of same and corner to said Church Yard; thence with line of same N. 84\* 22' W. 3.64 chs. to the beginning, containing 1.10 acres of land.

**TRACT 1, TRACT 2 and TRACT 3 BEING** the same property conveyed to Cynona Farms, LLC, a Kentucky limited liability company by Deed dated June 7, 2018, recorded June 11, 2018 in Book 353, Page 649, in the Office of the County Clerk of Harrison County, Kentucky.

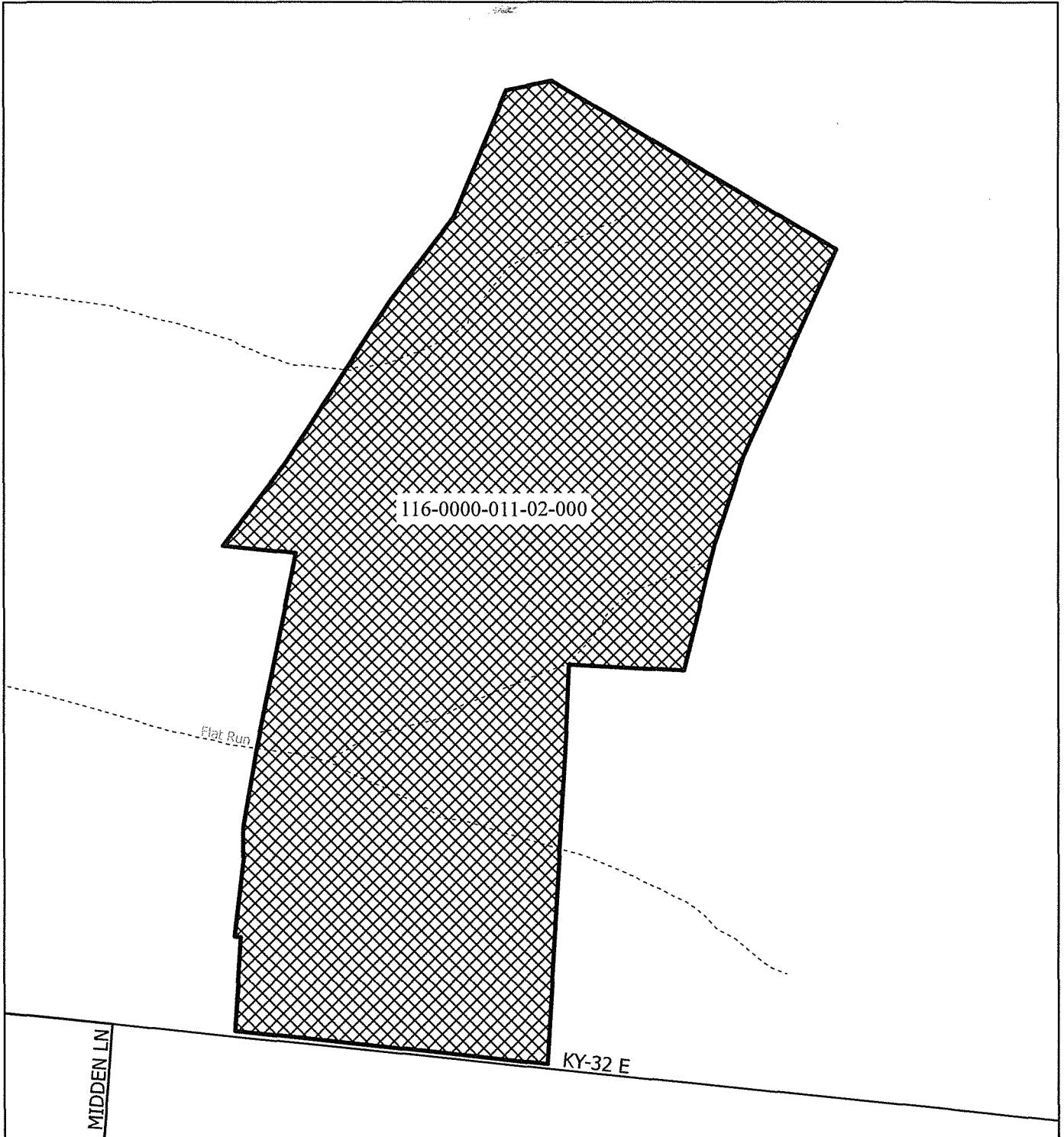
**Exhibit B to Memorandum of Solar Ground Lease Agreement**



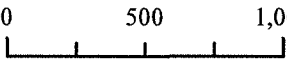
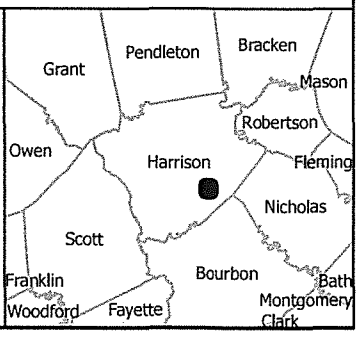
**The Premises**

The Premises is the part of the Land consisting of approximately 336.3 acres the approximate location of which is in the cross-hatched area below. A more detailed description of the Premises will be provided by Tenant pursuant to the terms of the Lease, and subject to the terms and conditions of Section 1(d) of the Original Lease, Tenant may unilaterally substitute in place of this Exhibit B a more detailed description of the Premises by way of unilateral amendment to this Memorandum without the consent of Landlord, provided that Landlord agrees to sign such amendment if requested by Tenant.

[See Attached]

# Exhibit B





<p><b>Legend</b></p> <p> The Premises</p> <p> The Land</p> <p>0      500      1,000 US Feet</p> 	<p><b>PARCEL INFORMATION:</b></p> <p><u>PROJECT:</u> Blue Moon Solar LLC</p> <p><u>OWNERSHIP:</u> Cynona Farms, LLC</p> <p><u>PARCEL IDENTIFICATION NUMBER:</u> 116-0000-011-02-000</p>	 <p>Grant      Pendleton      Bracken      Mason</p> <p>Owen      Harrison      Robertson      Fleming</p> <p>Scott      Nicholas</p> <p>Franklin      Bourbon      Bath</p> <p>Woodford      Fayette      Montgomery      Clark</p>
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# Exhibit B



### Legend

-  The Premises
-  The Land



0 500 1,000 US Feet

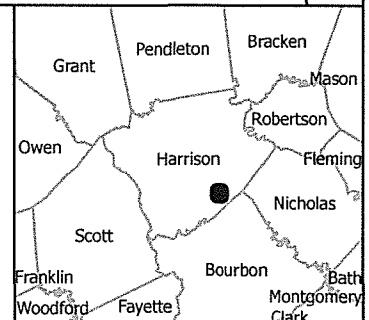


### PARCEL INFORMATION:

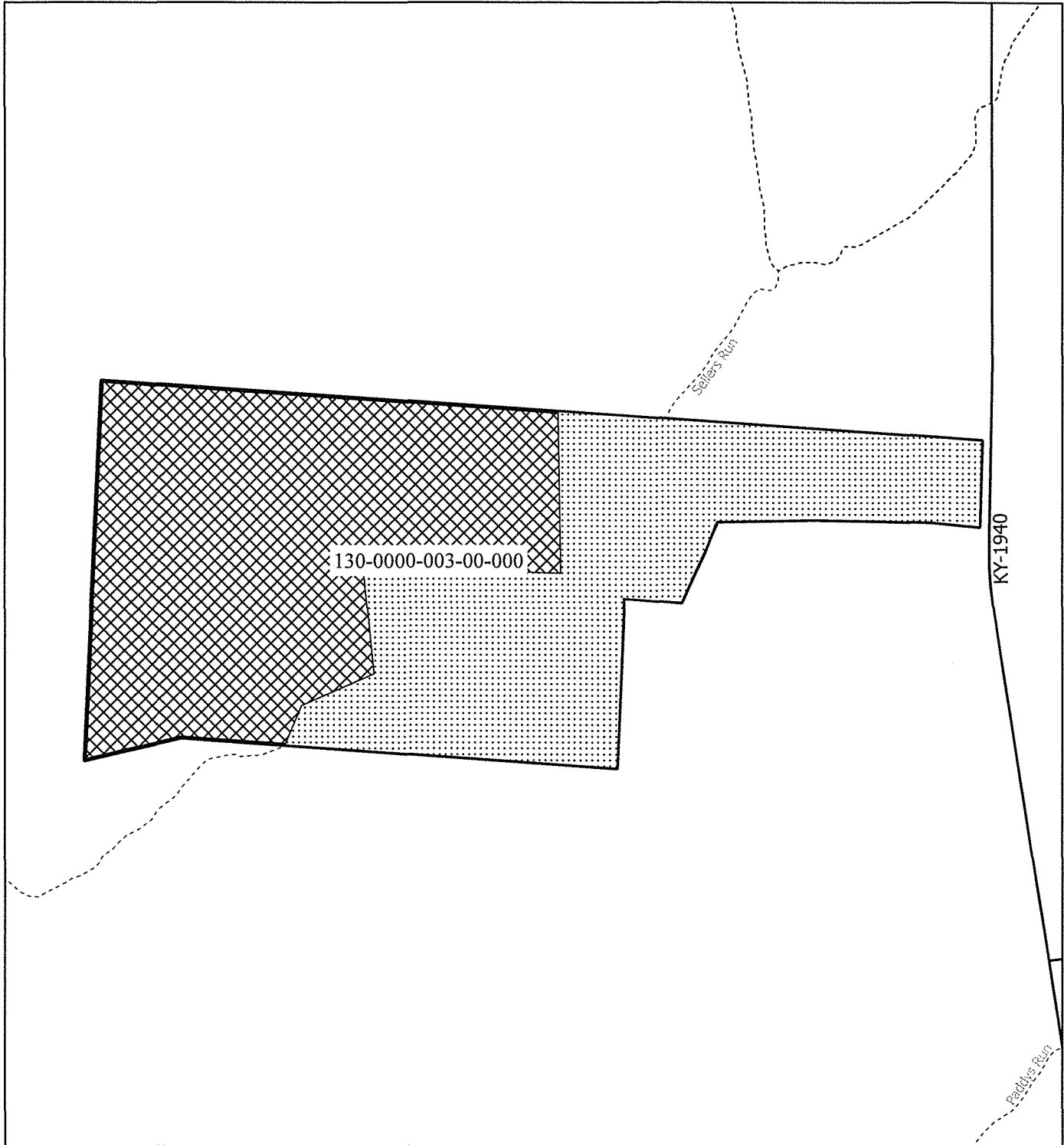
PROJECT:  
Blue Moon Solar LLC

OWNERSHIP:  
Cynona Farms, LLC




PARCEL IDENTIFICATION NUMBER:  
130-0000-002-00-000



# Exhibit B



## Legend

-  The Do Not Disturb Area
-  The Premises
-  The Land

0 500 1,000 US Feet



## PARCEL INFORMATION:

### PROJECT:

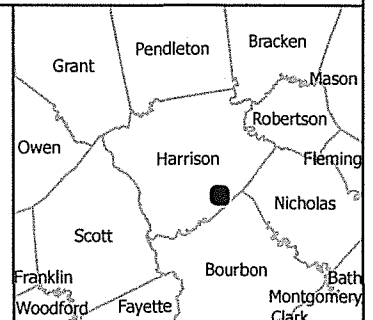
Blue Moon Solar LLC

### OWNERSHIP:

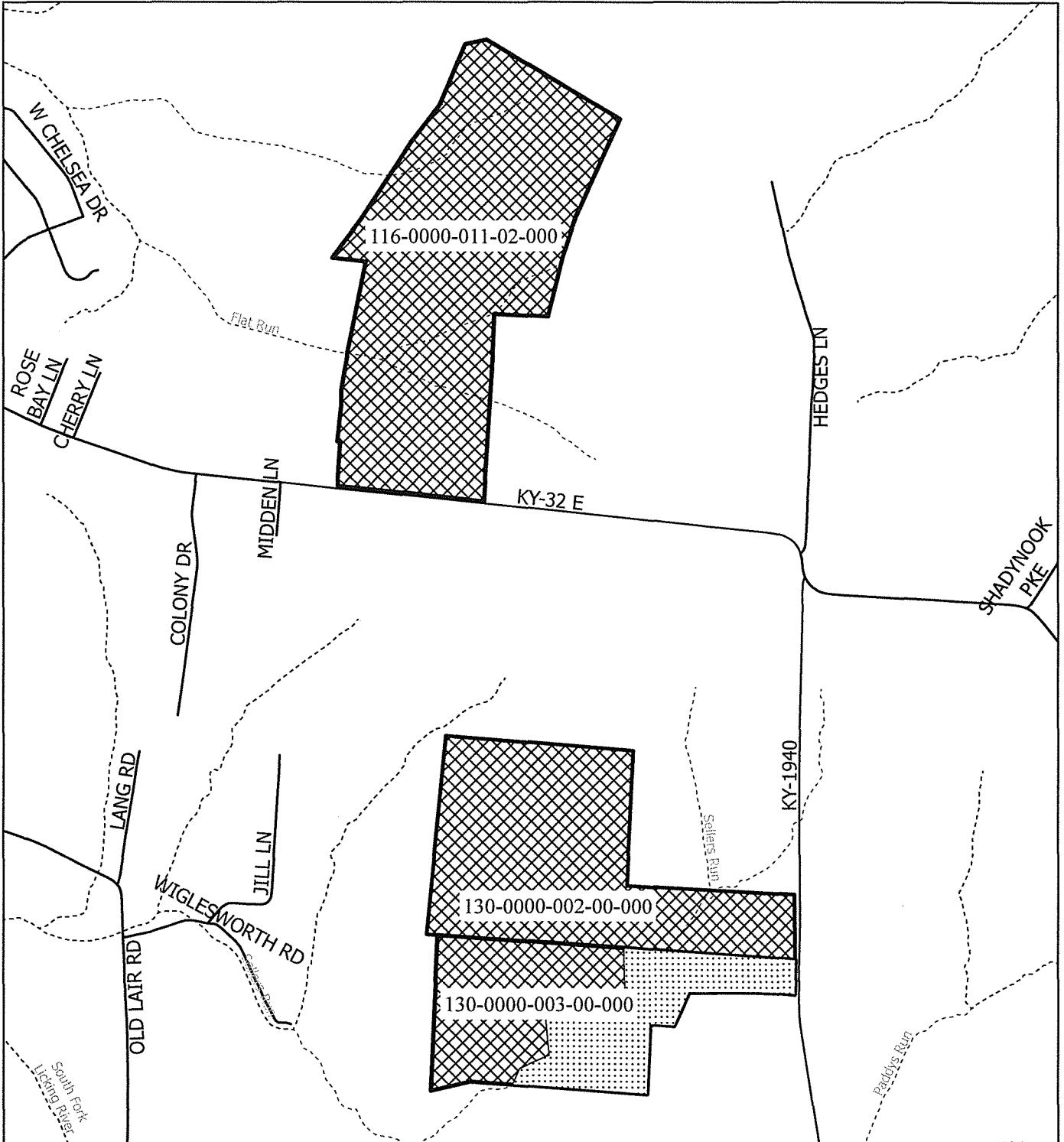
Cynona Farms, LLC

### PARCEL IDENTIFICATION NUMBER:




130-0000-003-00-000



# Exhibit B



### Legend

-  The Do Not Disturb Area
-  The Premises
-  The Land

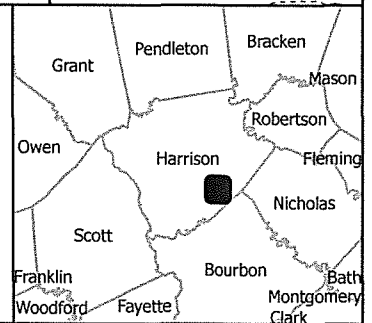
0 1,250 2,500 US Feet



### PARCEL INFORMATION:

PROJECT:  
Blue Moon Solar LLC

OWNERSHIP:  
Cynona Farms, LLC





WHEN RECORDED RETURN TO:

BLUE MOON SOLAR LLC  
c/o Geenex Solar  
7804-C Fairview Rd. #257  
Charlotte, NC 28226  
Attention: Walter Putnam

LODGED FOR RECORD  
HARRISON COUNTY CLERK

MAR 14 2022  
TIME 10:18 AM  
LINDA S. BARNES  
CLERK HARRISON CO.

State of Kentucky, County of Harrison  
I, Linda S. Barnes, Clerk of Harrison County, do hereby certify  
that the foregoing Agreement was on the 14 day  
of March 2022, at 10:18 AM; lodged in my office  
certified as above for record; whereupon, the same and this  
certificate are now duly recorded.  
Given under my hand this the 16 day of Mar 2022  
Linda S. Barnes Clerk, By Shelley Coppage D.C.

**MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT**

This Memorandum of Solar Ground Lease Agreement (“Memorandum”) is entered into this 11 day of February, 2022, by and between **WILLIAM R. COOK** and his spouse, **THERESA S. COOK** (collectively “Landlord”), and **BLUE MOON SOLAR LLC**, a Kentucky limited liability company (“Tenant”) with its primary place of business located at 7804-C Fairview Road, #257, Charlotte, NC 28226.

1. Landlord and Tenant entered into that certain Solar Ground Lease Agreement dated May 24, 2019, which agreement was amended by First Amendment to Solar Ground Lease Agreement of even date herewith (collectively, the “Lease”), pertaining to approximately 58.5 acres of land located in Harrison County, Kentucky more fully described in Exhibit A attached hereto (the “Land”). The Land is generally depicted on Exhibit B attached hereto, and together with all improvements, fixtures, personal property and trade fixtures located thereon, and all other appurtenances, tenements, hereditaments, rights and easements pertaining thereto now or in the future located thereon it is referred to in the Lease as the “Premises”.
2. The term of the Lease commenced on May 24, 2019 and it shall expire 240 months after the Rent Commencement Date, subject to the extensions described below. Pursuant to the Lease, the “Rent Commencement Date” is the earlier of (i) December 31, 2020 or (ii) the date that the solar farm constructed by Tenant on the Premises achieves commercial operation and is delivering electricity to the applicable utility (such date being the commercial operation date as determined by any applicable agreement between Tenant and the utility), subject to extension of the Rent Commencement Date until December 31, 2023 as provided in the Lease.
3. The Lease has four (4) renewal terms of five (5) years each.
4. Tenant shall be entitled to use the Premises for operation of a solar photovoltaic power array for the generation of electric power and ancillary and associated uses.

5. The Lease includes non-exclusive easements in favor of Tenant for ingress and egress, transmission lines, collection lines, and data and telecommunications lines, and related facilities and improvements, on, above, under and across Landlord's Adjacent Property, which is defined as all or any portion of the Released Premises, as that term is defined in the Lease. For the avoidance of doubt, the Adjacent Property excludes any portion of the Landlord's property lying on the east side of Hedges Lane and in no event shall Tenant have any rights of access to any portion of Landlord's property on the east side of Hedges Lane.
6. In the Lease Landlord waived any ownership or other interest to any personal property of Tenant or any sublessee under any sublease claiming under Tenant located on the Premises.
7. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.
8. This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

*[Signature pages follow]*

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

**LANDLORD:**

WILLIAM R. COOK

William R. Cook

THERESA S. COOK

Theresa S. Cook

STATE OF Kentucky )  
COUNTY OF Harrison ) ss.

On 1/31/22, 2022, before me, John Lair, a Notary Public in and for said state, personally appeared WILLIAM R. COOK, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



John Lair  
NOTARY PUBLIC  
Commonwealth of Kentucky  
Commission Number KYNP21602  
My Commission Expires  
February 25, 2025

John Lair  
Notary Public in and for said State

STATE OF Kentucky )  
COUNTY OF Harrison ) ss.

On 1/31/22, 2022, before me, John Lair, a Notary Public in and for said state, personally appeared THERESA S. COOK, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



John Lair  
NOTARY PUBLIC  
Commonwealth of Kentucky  
Commission Number KYNP21602  
My Commission Expires  
February 25, 2025

John Lair  
Notary Public in and for said State





**Exhibit A to Memorandum of Solar Ground Lease Agreement**

The Land

All that certain tract or parcel of land, lying and being located in Harrison County, Kentucky, and situated on the west side of Hedges Lane (AKA old Claysville & Millersburg dirt road), and more particularly described as follows, which tract is a portion of the larger parcel described at in the certain Deed of record at Deed Book 343 Page 472 in the Office of the Clerk of Harrison County, Kentucky:

Beginning at a point, at the center of Hedges Lane (AKA old Claysville & Millersburg dirt road) at "I"; thence along said Hedges Lane (AKA old Claysville & Millersburg dirt road) the following seven (7) courses: South 10 degrees 46 minutes 25 seconds East, a distance of 194.92 feet; thence 194.62 feet along the arc of a 2,500 foot radius circular curve to the left, with a central angle of 04 degrees 27 minutes 37 seconds, having a chord which bears South 13 degrees 00 minutes 14 seconds East 194.57 feet; thence South 15 degrees 14 minutes 03 seconds East, a distance of 220.90 feet; thence South 15 degrees 43 minutes 14 seconds East, a distance of 123.56 feet; thence South 14 degrees 40 minutes 34 seconds East, a distance of 146.04 feet; thence 60.21 feet along the arc of a 1,000 foot radius circular curve to the left, with a central angle of 03 degrees 27 minutes 00 seconds, having a chord which bears South 16 degrees 24 minutes 04 seconds East, 60.20 feet; thence South 18 degrees 07 minutes 34 seconds East, a distance of 204.17 feet to the center of said Hedges Lane (AKA old Claysville & Millersburg dirt road) at "N"; thence North 85 degrees 00 minutes 00 seconds West, a distance of 2,709.67 feet to a post at "M"; thence North 15 degrees 05 minutes 00 seconds East, a distance of 941.82 feet to a post at "L"; thence North 24 degrees 30 minutes 00 seconds East, a distance of 134.64 feet to a post at "K"; thence South 84 degrees 00 minutes 00 seconds East, a distance of 599.94 feet to a fence post at "J"; thence South 86 degrees 15 minutes 00 seconds East, a distance of 1,515.77 feet to the POINT OF BEGINNING.

Said parcel contains 2,549,361.57 square feet or 58.525 acres, more or less, and is subject to all easements, restrictions, and reservations of record, if any.

A portion of Tax ID: 129-0000-007-01-000

**Exhibit B to Memorandum of Solar Ground Lease Agreement**

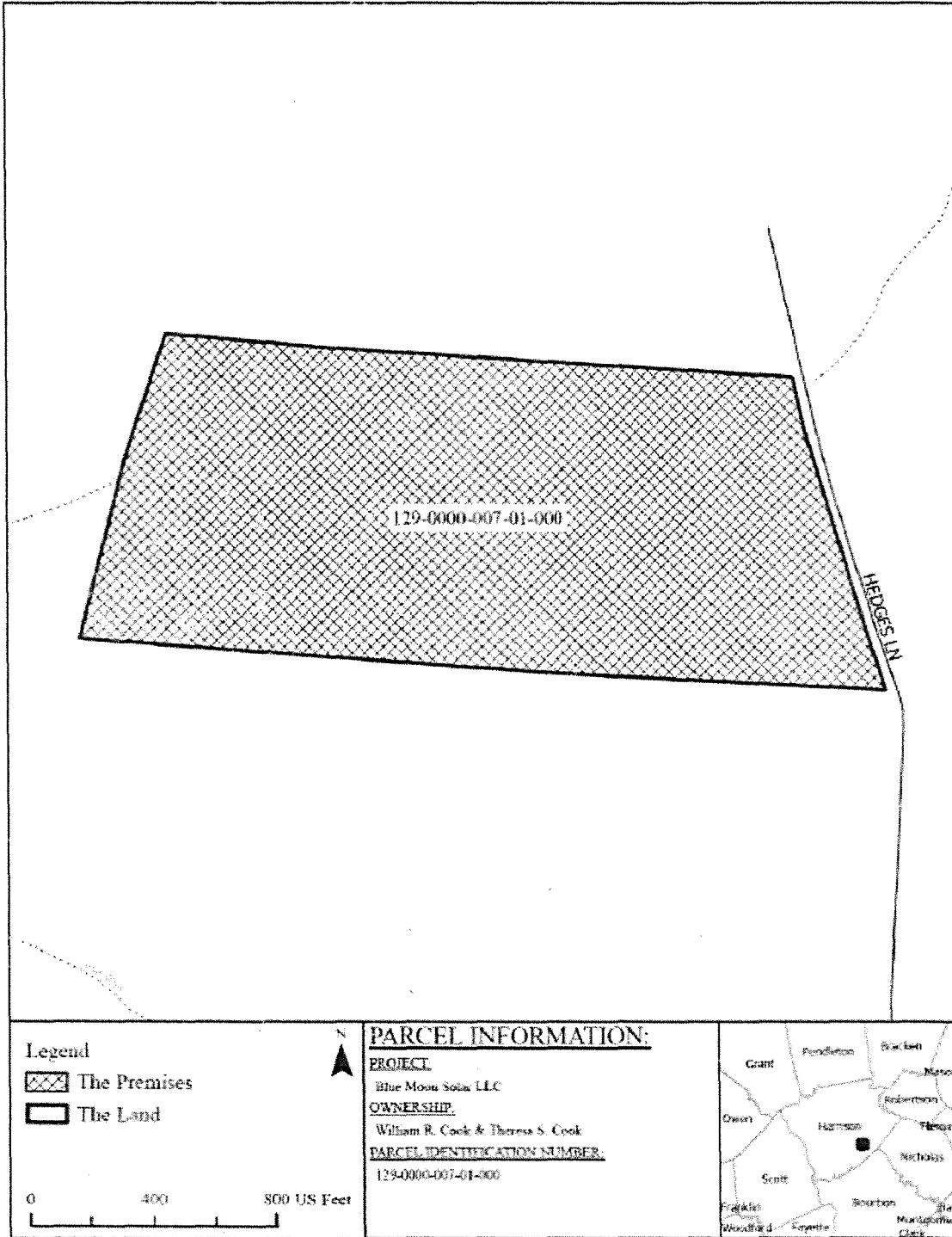
Depiction of the Land

The approximate location of the Land is in the cross-hatched area shown below. A more detailed depiction of the Land will be provided by Tenant pursuant to the terms of the Original Lease, and subject to the terms and conditions of Section 1(d) of the Original Lease, Tenant may unilaterally substitute in place of this **Exhibit B** a more detailed depiction of the Land by way of unilateral amendment without the consent of Landlord, provided that Landlord agrees to sign such amendment if requested by Tenant.

[See Attached]



Exhibit B



Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 8:

Confirm if all easements have been obtained for this Project.

Response No. 8:

All easements necessary for the project have been obtained.

Responding Witness: Jayce Walker

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 9:

Detail any contracts by which Blue Moon Energy has paid, has negotiated to pay, or has contracted to pay, any compensation, whether cash or otherwise, to non-participating landowners near the Project. Include the terms of that agreement and which properties are involved in terms of distance to the project boundaries.

Response No. 9:

Blue Moon has not entered into any such agreements.

Responding Witness: Jayce Walker

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 10:

Detail the status of any applications for zoning changes or conditional use permits that are required for this Project.

Response No. 10:

The Conditional Use Permit was approved by Harrison County and issued on October 26, 2021.

A zoning change was not required.

Responding Witness: Kathryn Garcia

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 11:

Detail the status of any litigation in state or federal court, or before and administrative agency other than the Siting Board involving this Project.

Response No. 11:

Blue Moon Energy is not involved in any litigation.

Responding Witness: Jayce Walker

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 12:

Refer to application, Exhibit E, page 22.

- a. Given that Blue Moon Energy is using Industrial Revenue Bonds (IRB) to finance the entire capitalized investment in manufacturing machinery and personal property, and that the Project would not qualify for a reduced state IRB tax rate of \$0.015 per \$100, explain why the Project does not qualify for the reduced IRB rate.
- b. Explain whether Blue Moon Energy has or is in the process of negotiating an IRB and Payment in lieu of taxes (PILOT) agreement with Harrison County.

Response No. 12:

- a. Per KEDFA policy, KEDFA will only agree to reduce the state rate if the project agrees to pay a 100% PILOT to the school district. The PILOT arrangement between Blue Moon and the fiscal court does not satisfy that requirement.
- b. Blue Moon has negotiated an IRB with Harrison County.

Responding Witness: Jayce Walker

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 13:

Refer to application, Exhibit E, pages 22 and 26.

- a. Explain why school district tax revenue is estimated when IRB financing is assumed for manufacturing machinery and personal property.
- b. Explain and compare the difference in school district tax revenue “with” and “without” IRB financing.

Response No. 13:

- a. The study includes the calculation of Harrison School District tax revenue to provide a basis for the value of the suggested PILOT payments included in the report. The calculation of the hypothetical tax revenue / PILOT payments on page 26f assumes that the project is privately financed instead of using IRB financing. The sum of the hypothetical annual school district tax revenue over 40 years under a private financing scenario is shown as the proposed PILOT payment to the school district in the summary Table 9 (page 28).
- b. In an IRB financing scenario, the personal property of the project would be exempt from school district property tax levies while the personal property would be taxed by the school district if the project was privately financed. The hypothetical calculations of the school district tax revenue under a private financing scenario are shown in Table 8 on page 27 and would total approximately \$814,311 over 40 years (in 2021 dollars). However, Blue Moon is offering PILOT payments that are equal to the hypothetical school district tax revenue, which would result in the same revenue stream to the school district from an IRB and private financing scenario.

Responding Witness: Jayce Walker

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 14:

Refer to the Application, Exhibit E generally. Explain the occupational or income tax and sales tax revenues that will accrue to Harrison County and Kentucky as a result of the Project.

Response No. 14:

The sales and income tax revenues from construction of the project for Harrison County and Kentucky are estimated to be approximately \$1.4 million.

Responding Witness: Jayce Walker



Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 15:

Refer to the Application, Exhibit F, Hessler Associates, Inc.'s study, page 5 and Plot 1.

- a. Provide an update to Plot 1 showing the estimated distances between the noise generating equipment and the 40 dBA boundary.
- b. Provide an updated Plot 1 with marks and a listing of all non-participating residences within 500 feet of facility noise making equipment.

Response No. 15:

- a. Sound contours are not plotted on a distance scale, but rather on a decibel scale. Sound from single or multiple sources combine and therefore cause the decibel line to vary where more than one inverter interacts and jointly produce more sound. In short, the distance to the purple line in Plot 1 (40dBA) varies for all locations and cannot be tied down to a single and discrete distance.
- b. There are no, non-participating residences within 500 feet of facility noise making equipment during operations.

Responding Witness: Chad Martin

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 16:

Refer to the Application, Exhibit F, Cardno Construction Noise Assessment pages 1-3.

- a. Page one states that the nearest nonparticipating residence is located more than 500 feet from the side of the Project area. Provide an update to Table 2 showing the anticipated noise levels at 500 feet.
- b. Provide an update to the Noise Receptors Map showing a 500-foot boundary from the Project fence line.
- c. Provide an update to Table 2 showing the anticipated noise levels at the property boundary and at all non-participating noise receptors within 500 feet of the property boundary during the construction phase.

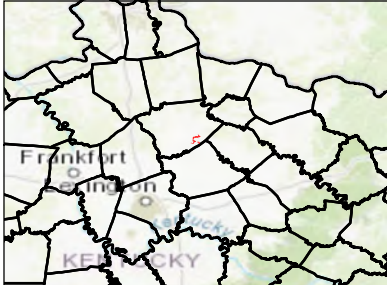
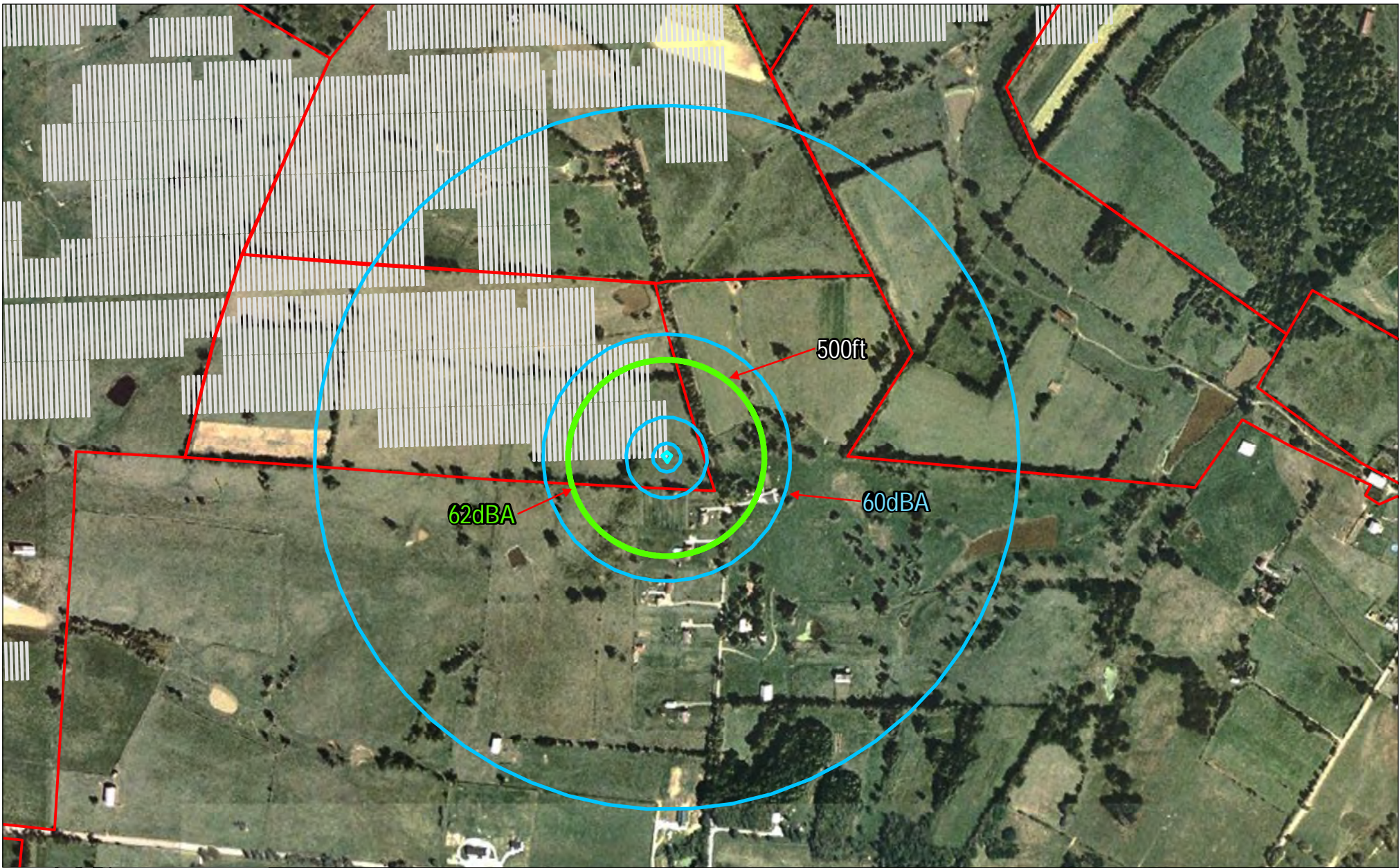
Response No. 16:

- a. The requested document cannot be provided. Table 2 was not produced by Blue Moon or its consultants and thus cannot be updated without significant, independent time and expenditure. However, a map has been provided that provides an estimate of pile driving noise at 500 feet.
- b. See attached.
- c. This table is unattainable, as noise levels from construction equipment would change on a daily basis during construction. The overall sound would depend on the number and location of trucks, number and location of pile installations, humidity, wind direction and speed, etc. Further analysis using decibel levels from three pile driver machines (average of 115dBA at source) found that the nearest receptor could experience a temporary maximum of 65dBA with an average of 75dBA at a single point 100-feet from

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

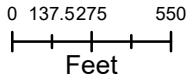
the panel arrays. These numbers were calculated using three pile driving machines operating at the same time within 250-feet of one another.

Responding Witness: Chad Martin



**Legend**

- ▭ Project Boundary
- 2 Mile Buffer of Panels
- Panels

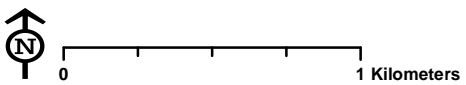


**RECURRENT ENERGY**

Sound Level at 500-foot

**EXHIBIT A**

Date: March 2022	Project No: E320201803	Figure No:
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- Panels
- Fenceline
- Potential Noise Receptors (200ft Buffer)
- Substation and POI
- Project Area
- 500ft Fenceline Buffer

7.5' Quadrangles:  
 Cynthia, KY (1984)  
 Shady Nook, KY (1984)  
 Shawhan, KY (1984)  
 Millersburg, KY (1984)  
 PLSS: unsectioned

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.

## 2-1b: Noise Receptors Map with 500ft Fenceline Buffer

### Noise Assessment for the Blue Moon Solar Project

**Blue Moon Solar, LLC**  
**Harrison County, Kentucky**

**Cardno**  
 76 San Marcos Street  
 Austin, TX 78702 USA  
 Phone (+1) 512.745.8129  
 www.cardno.com

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 17:

Refer to the Application, Exhibit F, Cardno Construction Noise Assessment, page 4. Cardno states, "Sound will be present in the Project during construction; however, because of the size of the Project and the distance to the nearest receptors, construction will not contribute to a significant sound increase when compared to sound currently occurring onsite and baseline ambient sound levels." Explain what the estimated sound levels are currently occurring at all noise receptors within 500 feet of the property boundary and what the base line ambient sound levels are.

Response No. 17:

Baseline ambient sound levels were not collected for the project area. Similar studies in rural areas found that ambient sound levels range from 40 to 45dBA (A wilderness area has ambient sound levels from 30 to 40dBA). The example presented in line 26 was from three pile drivers working collectively in an area having the closest receptors (Hedges Lane residential area). A point modeled at 500ft from the edge of the closest panel was approximately 63.8dBA. The closest receptor experienced a sound of 67.2dBA. Farm tractors or combines will produce sound at 85 to 100dBA. These sounds would be similar during farming or during solar facility construction; and both would decrease as operations moved further from the receptor.

Responding Witness: Chad Martin

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 18:

Refer to the Application, Exhibit E, Cardno Construction Noise Assessment generally.

- a. Explain the hours of operation and days of the week construction activity will occur during the construction phase.
- b. Explain whether owners of any of the potential noise receptors have voiced concerns or submitted comments regarding potential construction noise. If so, provide copies of Blue Moon Energy's response.
- c. Explain plans to notify noise receptors before construction will be occurring nearby. State whether the notice will include the expected duration of that noise activity before that activity moves to another part of the Project footprint.

Response No. 18:

- a. Per the approved Harrison County Conditional Use Permit, hours of construction activities shall be limited to daylight hours between 7:00 a.m. and 9:00 p.m. and will not be conducted on Sundays unless it is necessary to make up for delays or to meet deadlines. Construction workers may arrive on site prior to 7:00 a.m., but construction activities shall not commence until 7:00 a.m.
- b. Blue Moon has received no concerns or comments from potential noise receptors regarding construction noise.
- c. Blue Moon shall notify residents and businesses within 2,400 feet of the project boundary about the construction plan, the noise potential, and mitigation plans one month before construction activities commence.

Responding Witness: Kathryn Garcia

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 19:

Refer to the Application, Exhibit F, paragraph 14. Explain whether the transformer model and the inverter model has been selected. If so, state the specifications pertaining to noise production.

Response No. 19:

Final equipment selection is pending and typically completed after Notice to Proceed.

Responding Witness: Karol Kamasinski



Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 20:

Blue Moon Energy is in an area classified as intense karst by the Kentucky Geological Survey. Explain whether a geotechnical study of the site been conducted to determine if any karst formations will affect the construction of the solar facility. If so, provide a copy of the study.

Response No. 20:

See attached.

Responding Witness: Karol Kamasinski

April 5, 2022

Canadian Solar (USA) Inc.  
545 Speedvale Ave. West  
Guelph, ON, Canada N1K 1E6



Attn: Mr. Karol Kamasinski – Manager, Development Engineering, EPC  
P: (519) 837-1881  
E: [karol.kamasinski@canadiansolar.com](mailto:karol.kamasinski@canadiansolar.com)

Re: Karst Survey Desktop Review Report  
Blue Moon Solar  
Harrison County, Kentucky  
Terracon Project No. N3215149

## INTRODUCTION

The proposed Blue Moon Solar site located in Harrison County Kentucky was assessed for potential karst geohazards underlying the property. The proposed site encompasses approximately 700 acres (Exhibit 1). The objective of the desktop review was to identify suspect karst features which could impact the proposed solar arrays, roadways, and supporting infrastructure. The entirety of the site is mapped as underlain by soluble carbonate bedrock forming a regional karst terrain (i.e.: a landscape characterized by the presence of sinkholes, caves, sinking and losing streams, and a highly irregular “pinnacled” overburden/bedrock interface).

## GEOLOGIC SETTING

**Physiography** – The proposed Blue Moon Solar Site is located in Harrison County, Kentucky.

The site is located within the Interior Plains Division of the Physiographic Map of the United States<sup>1</sup>, and in the Lexington Plain Section of the Interior Low Plateaus Province.

Referencing the physiographic map of Kentucky, the site is at the northeastern edge of the Outer Bluegrass Physiographic Region<sup>2</sup>. The Outer Bluegrass is bordered by the Inner Bluegrass Region to the west, and the Knobs Region to the east. The Outer Bluegrass is underlain by carbonate (limestone and dolomite) units and clastic rock (shale) dated to the Early Paleozoic Era (Ordovician and Silurian geologic periods) which erode more readily than the carbonates of the Inner Bluegrass Region. This has resulted in the formation of a landscape with deeper valleys and less flat land than the Inner Bluegrass. The Knobs Region to the immediate east of the Blue Moon Site is characterized by conical and linear hills capped by erosion resistant sandstone and limestone dated to the Mississippian Geologic Period. The most significant caves in eastern Kentucky are located at Carter Caves State Resort Park in Carter County, in the Mississippian Newman Limestone formation of the Knobs Region.

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<sup>1</sup>Fenneman, Nevin M. (January 1917). "Physiographic Subdivision of the United States"

<sup>2</sup><https://kygeonet.ky.gov/StoryMaps/KyPhysiographicRegions/>



## Karst Survey Desktop Review Report

Blue Moon Solar ■ Harrison County, Kentucky

April 5, 2022 ■ Terracon Project No. N3215149



**Topography** – Referencing the USGS 7.5-minute topographic quadrangle index, the Blue Moon Site is divided between four USGS 7.5-minute topographic quadrangles: Cynthiana, KY (38084-D3), Shady Nook, KY (38084-D2), Millersburg, KY (38083-C2), and Shawhan, KY (38084-C3). The site elevations range from high points of EL900 to low points of EL800 along stream valleys. Slopes are gradual, with the steepest slopes along the stream valleys ranging from 5 to 8 percent, with the steepest slopes in the southern parcels. There are numerous ponds scattered across the site, and three intermittent streams that cross several of the parcels.

**Geology** – The site is mapped<sup>3</sup> as underlain by a series of geological units dating from the Middle and Upper Ordovician geologic periods of the Early Paleozoic Era. The geology of each unit is summarized as follows.

Lexington Limestone (Olu, Olt4) – The Lexington Limestone in the Harrison County area has been divided into a series of 7 members, based on their lithology, fossil content and stratigraphy. Collectively, these members are all about 90 percent limestone (both nodular and clastic) with 10 percent shale. The specific members present at the Blue Moon Site are the Upper Part of the Lexington Limestone (Olu) which includes the Millersburg Member, Tanglewood Limestone Member, and Strodes Creek Member. The Olu is overlain by the upper tongue of the Tanglewood Member (Olt4). In the project area the Lexington Limestone is up to 230 feet in thickness.

Clays Ferry Formation (Ocf) – The Clays Ferry Formation underlies a significant portion of the northern parcels of the site. It is composed of 50 percent gray to green shale, which can be platy or massive. Brown to gray limestone comprises the remaining percentage of the unit. It is of note that the shale is often poorly exposed, and the limestone beds seldom exceed 8 inches in thickness but are thicker and more abundant in the lower part of the formation near the contact with the underlying Lexington Limestone.

There is a tongue of the Clays Ferry that is interbedded within the Lexington Formation, underlain by the Millersburg Member, and overlain by the Tanglewood Limestone. The tongue of the Clays Ferry consists of laminated beds usually less than 6 inches thick. The limestone component is brown and gray, weathering to pale brown. This unit is also nearly 50 percent olive-gray shale, but the shale is poorly exposed as in the main body of the formation above the Lexington Limestone.

**Karst Geology** – Referencing the USGS National Karst Map<sup>4</sup>, the majority of the site parcels are mapped as “carbonate rocks at or near the surface in a humid climate”. The parcels mapped as underlain by the main part of the Clays Ferry Formation are not considered karst-forming by the USGS or the Kentucky Geological Survey. However, the tongue of the Clays Ferry which is interbedded within the Lexington Limestone is considered prone to karst due to its carbonate content.

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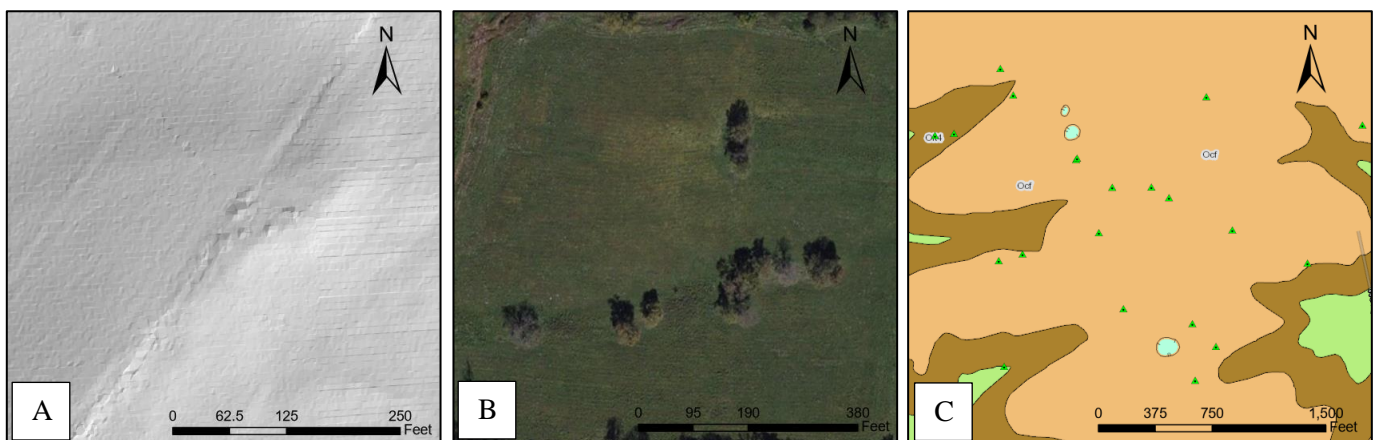
<sup>3</sup>[https://kgs.uky.edu/arcgis/rest/services/KY\\_Geo/MapServer](https://kgs.uky.edu/arcgis/rest/services/KY_Geo/MapServer)

<sup>4</sup>Weary, D.J., and Doctor, D.H., 2014, Karst in the United States: A digital map compilation and database: U.S. Geological Survey Open-File Report 2014-1156, 23 p.

Referencing the Kentucky karst sinkhole database<sup>5</sup>, there are no mapped sinkholes within any of the proposed project parcels. However, there are several sinkholes mapped to the southwest of the project site. It should be noted that the Kentucky Geological Survey considers the areas of Harrison County underlain by the Lexington Limestone as “highly prone” to karst development, especially the valley of the South Fork of the Licking River, and all its subordinate tributary valleys.

## FINDINGS

A review of the LiDAR derived shaded relief map and 2-foot contour layer across the site resulted in the identification of seventy-one (71) suspect karst features where fifty-four (54) are point features and seventeen (17) are area features (Exhibits 1, 2 and 3). The shaded relief map derived from LiDAR data show slope related details of the suspect karst features onsite. In Image 1A, a cluster of small depressions along a property boundary indicate the possibility of erosion and growth within a larger closed depression (yellow dashed line). In some cases, broad and shallow closed depressions have a smaller subsequent collapse along the base or walls of the structure, indicating a reactivation of the sinkhole as shown by the red arrows in image. This relationship suggests that the originally stable broad sinkhole has reactivated due to some regional or local subsurface trigger. The high-resolution imagery of the site also provides further evidence to suggest the presence of sinkholes, even when the LiDAR and 2-foot contour data does not suggest a closed depression. For example, the presence of small groups or single trees in an otherwise developed agriculture field, implies that the landowner has avoided the area for a reason (Image 1B). In karst prone areas such as this site, these avoidance areas are often either karst features or shallow bedrock, which are both important to investigate during the field survey. Finally, the excerpt from the geology map indicates that numerous suspect karst features are present in the Clays Ferry Formation (Image 1C). Although the national karst map does not indicate that this formation is prone to karst development it is possible that these are sinkholes resulting from the collapse of the clastic formation into voids from the limestone below.



**Image 1.** (A) An example of sinkhole with potential soil raveling and growth. (B) Example of lone trees/vegetated areas in an agriculture field which are avoided by the property owner. (C) Karst features in clastic formation may be due to collapse of the carbonate formation below.

<sup>5</sup><http://kgs.uky.edu/kgsweb/download/karst/kysinks.zip>

## **CLOSURE**

Our services and any correspondence or collaboration are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical and geological engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

This memo outlines the findings and opinions of our initial step in the proposed preliminary karst survey. Information presented herein is based on the review of publicly available information. No site or project-specific information has been reviewed for the preparation of this memo. Field reconnaissance will be required as the next step to locate and characterize suspect karst features from our desktop review as well as identify other features at the site in the field based on observations from the ground surface. This memo is representative only of surficial indications from remote sensing data observable at the time the data was collected. It should be noted that karst is a dynamic landform and significant changes can occur over time. Absence of a mapped resource does not mean that it is not present.

Our opinions of the site surface and subsurface geologic conditions are very preliminary in nature. Confirmation of opinions stated in this document is essential. These opinions must be validated with site-specific field reconnaissance, exploration, and testing. In order to characterize the subsurface conditions, we recommend geotechnical explorations of the site. Geotechnical explorations will provide the necessary sampling and testing to provide design parameter recommendations. In conjunction with borings, a geophysical survey could also correlate depth of rock and offer some reduction to the potential number of necessary explorations, thus reducing our impact on any given site. Additionally, the results of the geophysical survey can be used to more broadly characterize the subsurface conditions and potential karst features.

All parties are advised that any decisions or actions taken by any party based on the information contained herein, including decisions with financial implications are done solely at the risk of that party. By providing this information in this preliminary form, Terracon expressly disclaims any duties or obligations associated with the usage of this information for decision-making or design purposes.

**Karst Survey Desktop Review Report**

Blue Moon Solar ■ Harrison County, Kentucky

April 5, 2022 ■ Terracon Project No. N3215149



In the event that changes to the nature, design, or location of the project, as outlined in this report, are planned, the preliminary conclusions and recommendations contained in this report shall not be used unless Terracon reviews the changes and either verifies or modifies the conclusions of this report in writing. As the project moves into the design phase, Terracon should be retained to develop and complete a scope of work that includes site-specific explorations.

Sincerely,

**Terracon Consultants, Inc.**

Joshua Valentino, PhD, PG  
Project Geologist

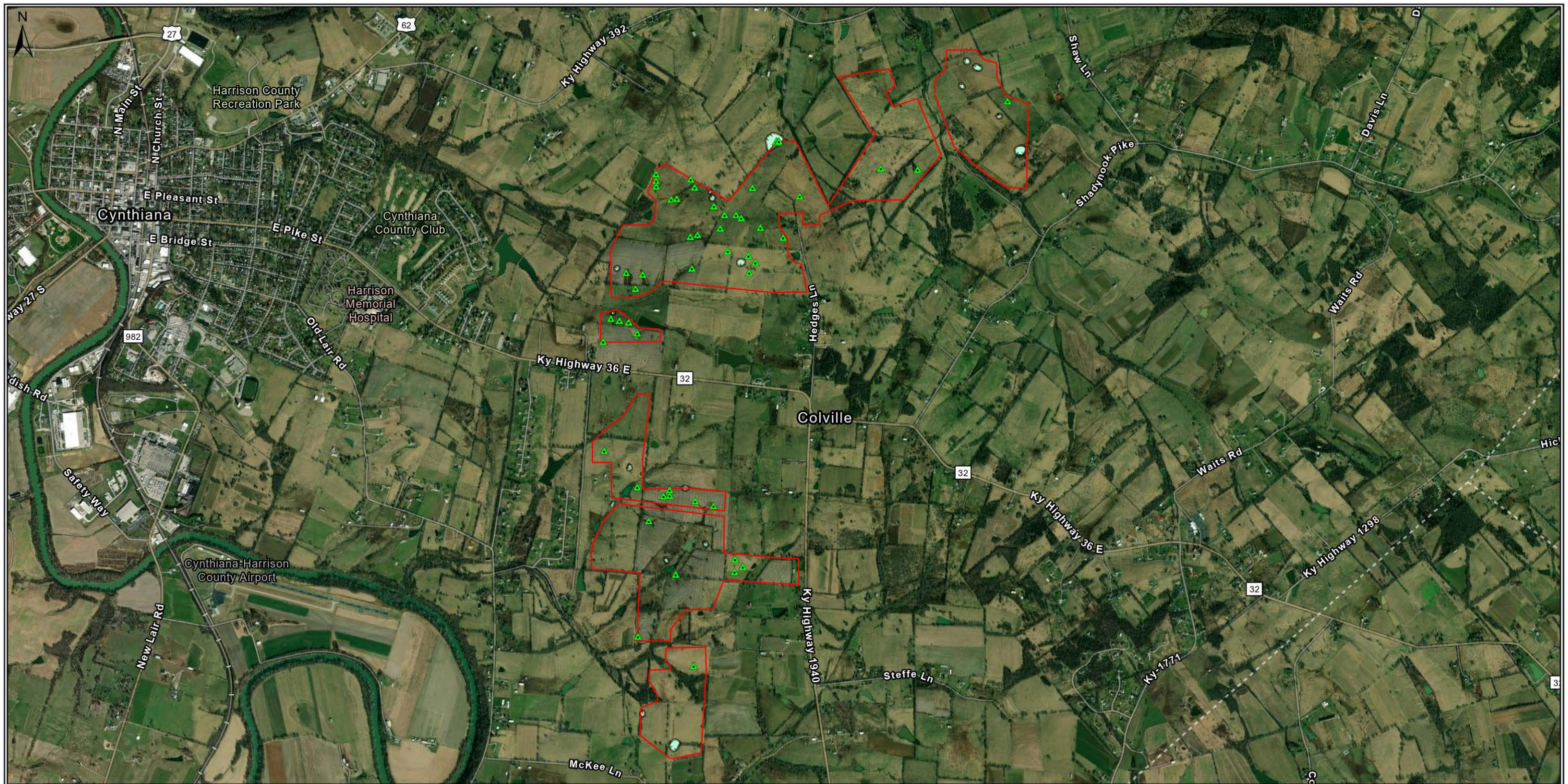
Robert K. Denton Jr., LPSS, CPG  
Senior Geologist

**ATTACHMENTS:**

Exhibit 1 – Site Map

Exhibit 2 – Topography Map

Exhibit 3 – Geology Map



**Legend**

- Parcels
- ▲ Karst Points
- Karst Areas

DATA SOURCES:  
ESRI WMS - World Aerial Imagery, OpenStreetMap



Project No.:  
N3215149  
Date:  
Apr 2022  
Drawn By:  
JDV  
Reviewed By:  
RKD

Terracon

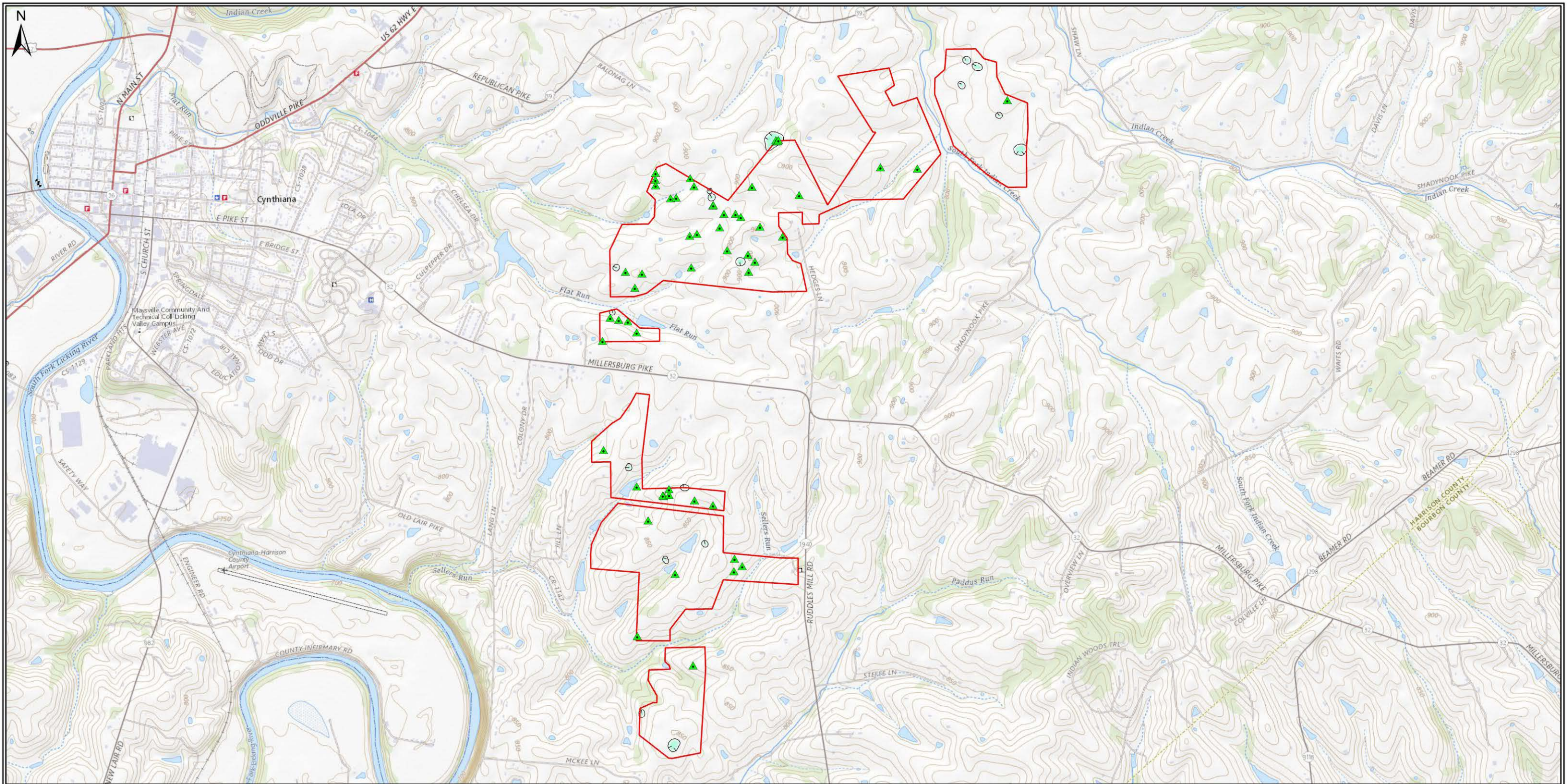
19955 Highland Vista Drive,  
Suite 170  
Ashburn, VA 20147  
PH. (703) 726-8030      terracon.com

Site Map

Blue Moon Solar  
Desktop Karst Survey  
Canadian Solar (USA) Inc.

Exhibit

1



**Legend**

- Parcels
- ▲ Karst Points
- Karst Areas

DATA SOURCES:  
ESRI WMS - World Aerial Imagery, OpenStreetMap



Project No.:  
N3215149  
Date:  
Apr 2022  
Drawn By:  
JDV  
Reviewed By:  
RKD

**Terracon**  
19955 Highland Vista Drive,  
Suite 170 Ashburn, VA 20147  
PH. (703) 726-8030 terracon.com

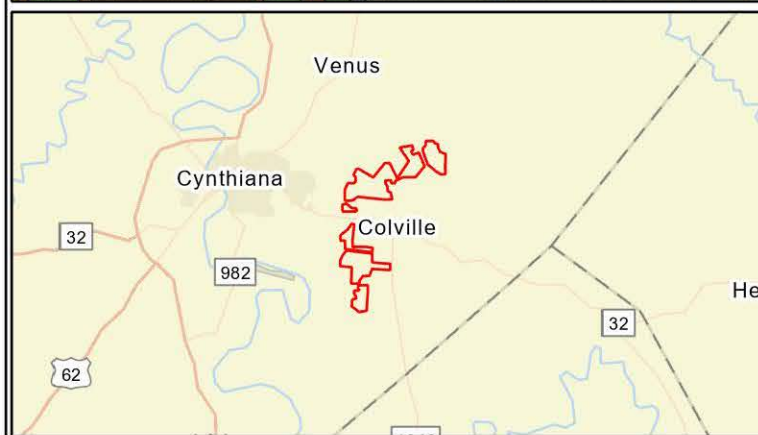
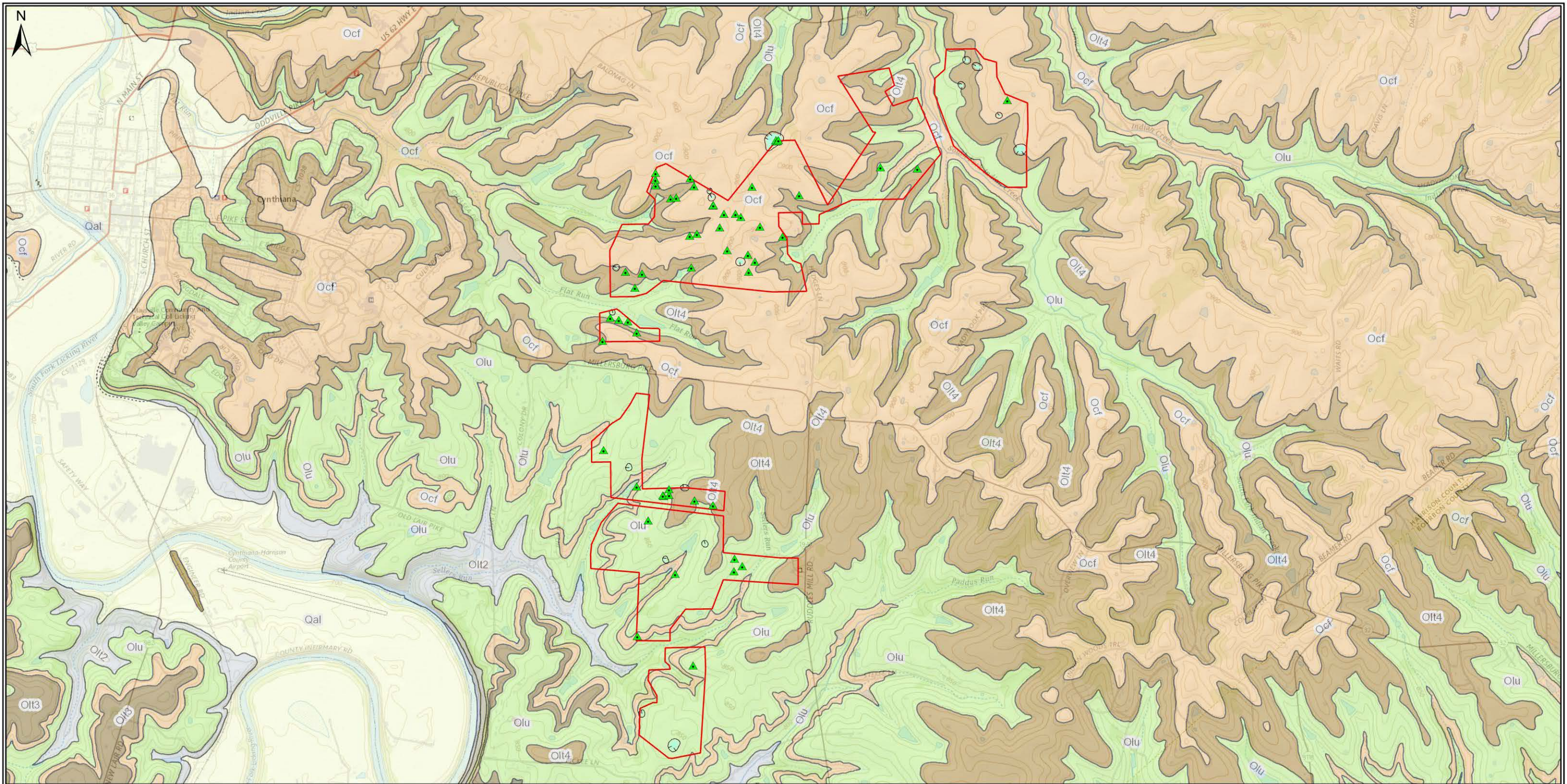
**Topography Map**

Blue Moon Solar  
Desktop Karst Survey  
Canadian Solar (USA) Inc.

**Exhibit**

**2**





- Legend**
- Parcels
  - ▲ Karst Points
  - Karst Areas
  - (Ocf) Clays Ferry Formation
  - (Olt4) Tanglewood Limestone member No. 2
  - (Olu) Lexington Limestone
  - (Olt2) Tanglewood Limestone Member No. 2

DATA SOURCES:  
ESRI WMS - World Aerial Imagery, OpenStreetMap



Project No.:  
N3215149  
Date:  
Apr 2022  
Drawn By:  
JDV  
Reviewed By:  
RKD

**Terracon**  
19955 Highland Vista Drive,  
Suite 170  
Ashburn, VA 20147  
PH. (703) 726-8030  
terracon.com

<b>Geology Map</b>	<b>Exhibit</b>
Blue Moon Solar Desktop Karst Survey Canadian Solar (USA) Inc.	
<b>3</b>	

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 21:

Refer to the Harrison County Zoning Ordinance in SAR Exhibit G.

- a. In Item 4 the Table for Parcel Line Setbacks, the number of feet for Level 3 SES has asterisks. Explain the asterisks.
- b. Confirm if Blue Moon Energy's Project is located solely within an Agricultural District and considered a Level 3 SES.
- c. Submit a map of the Harrison County Zoning Districts with major roads.

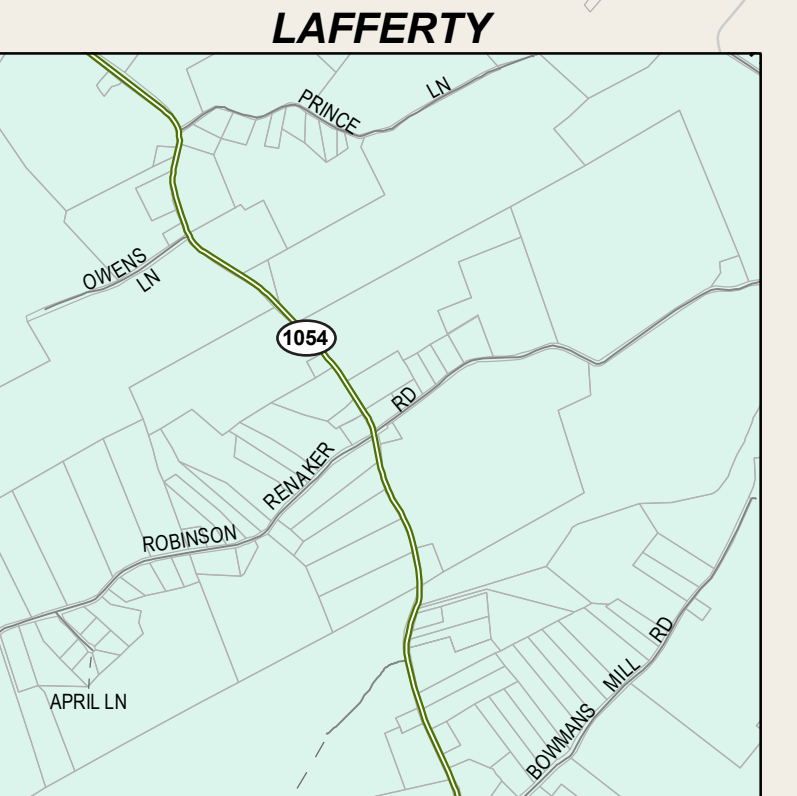
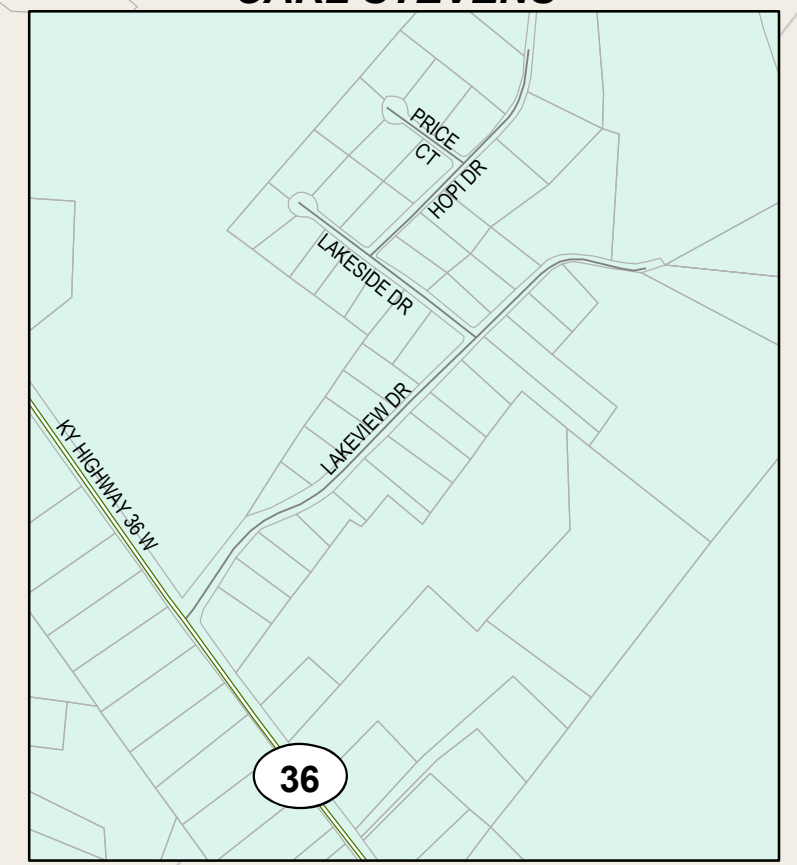
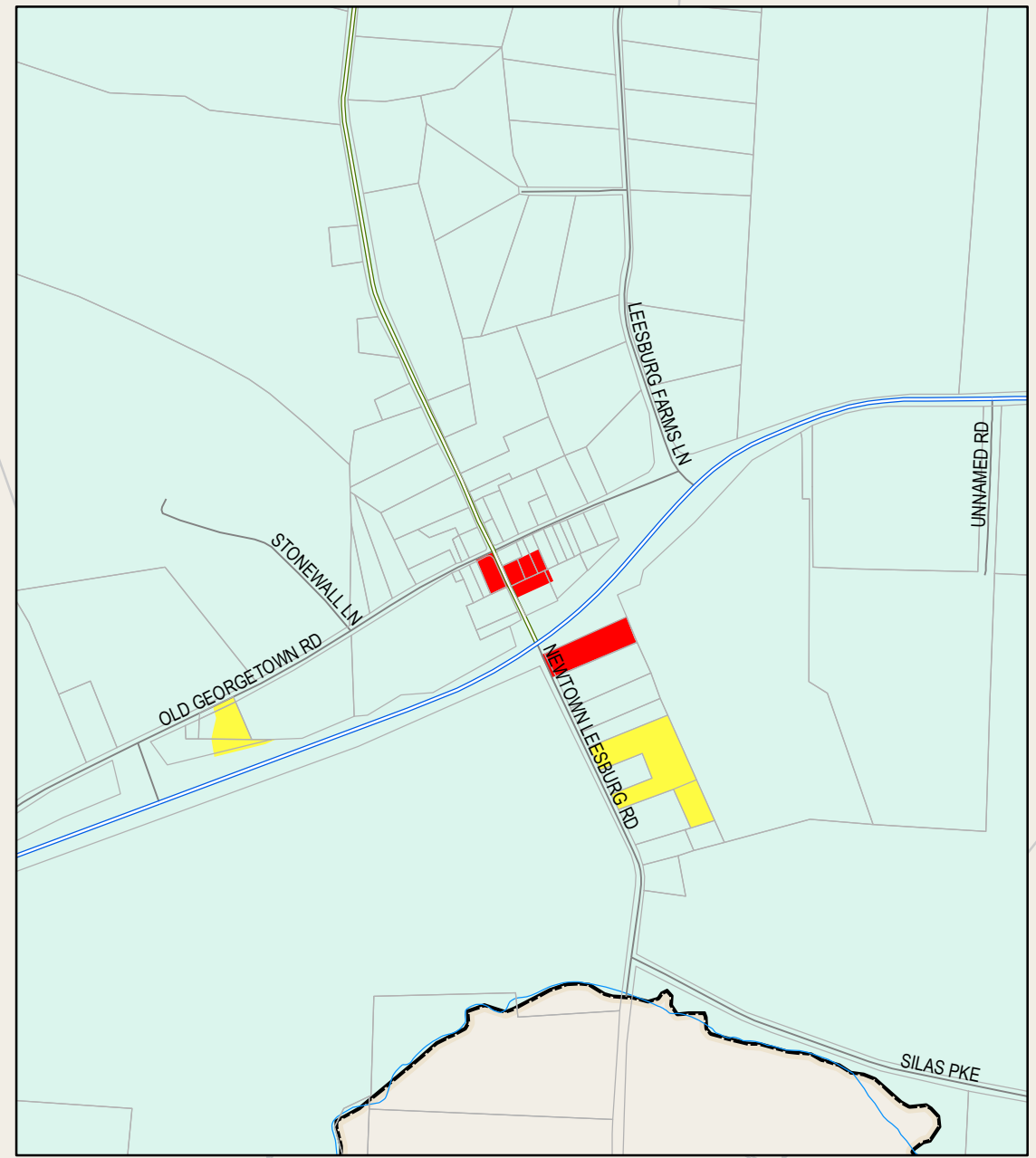
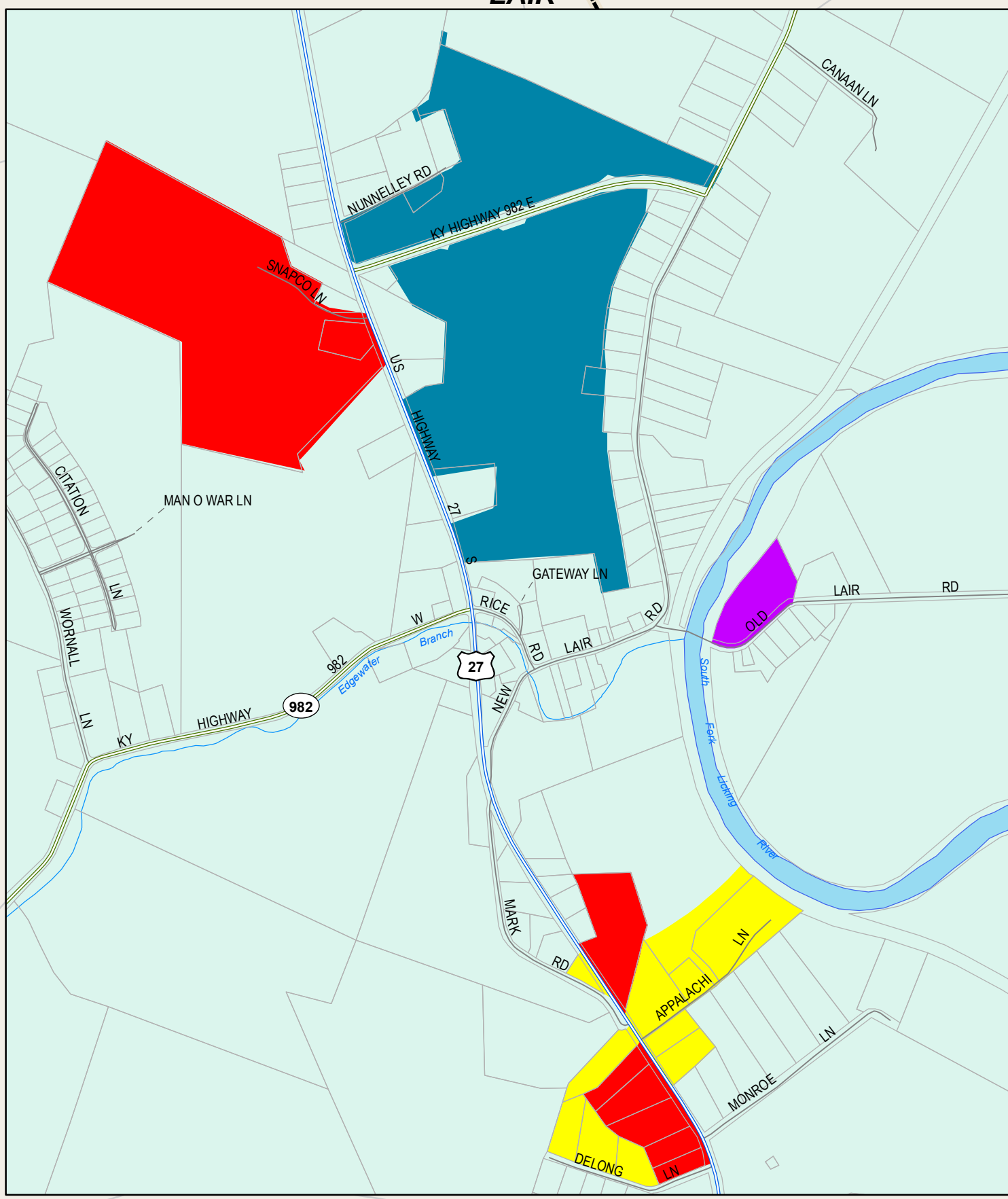
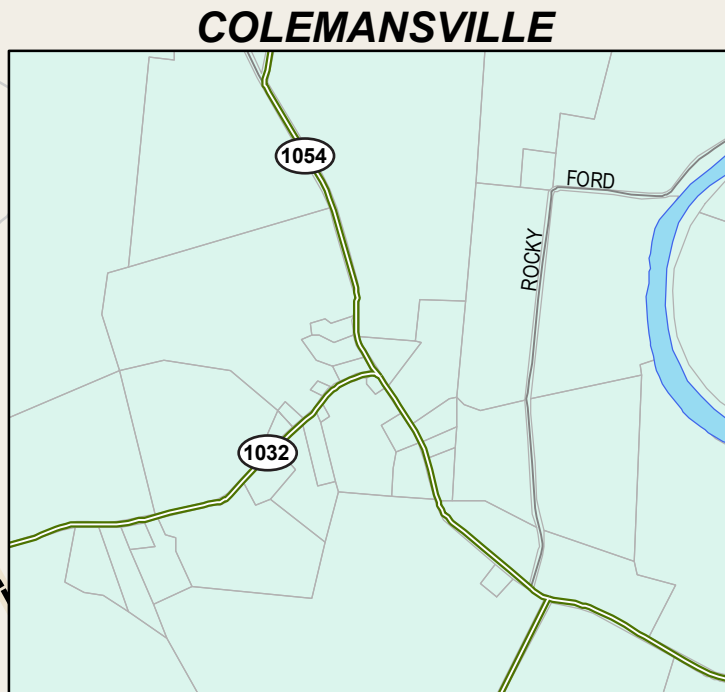
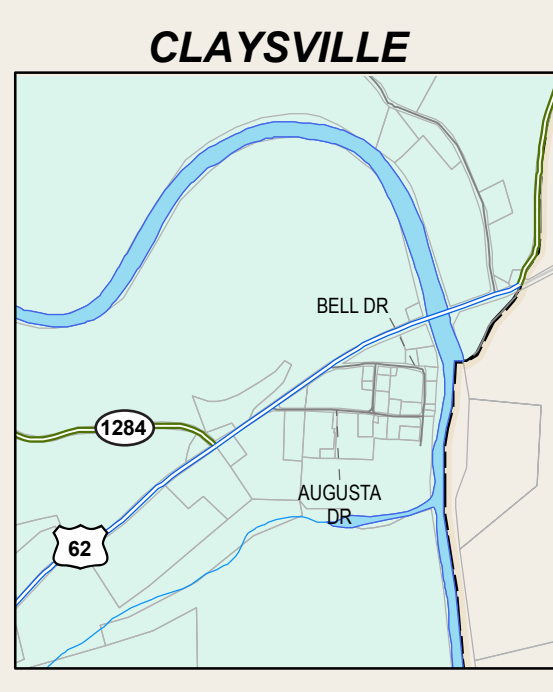
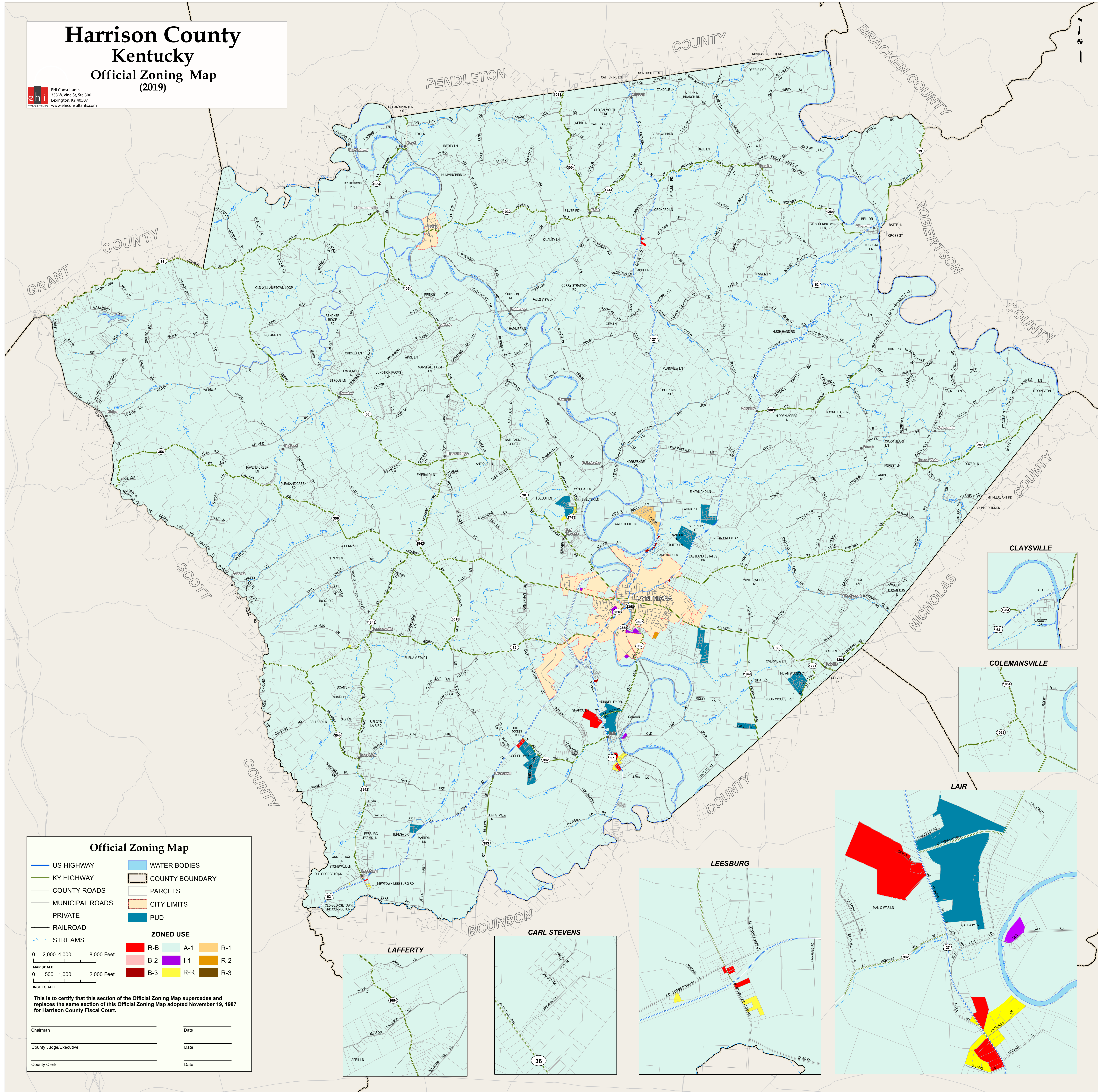
Response No. 21:

- a. The Ordinance doesn't explain the asterisks.
- b. The Blue Moon Project is located solely within an Agricultural District and is considered a Level 2 SES.
- c. See attached.

Responding Witness: Chad Martin, Kathryn Garcia

# Harrison County Kentucky Official Zoning Map (2019)

**ehi** EHI Consultants  
333 W. Vine St, Ste 300  
Lexington, KY 40507  
CONSULTANTS www.ehiconsultants.com



**Official Zoning Map**

US HIGHWAY	WATER BODIES
KY HIGHWAY	COUNTY BOUNDARY
COUNTY ROADS	PARCELS
MUNICIPAL ROADS	CITY LIMITS
PRIVATE	PUD
RAILROAD	
STREAMS	

**ZONED USE**

R-B	A-1	R-1
B-2	I-1	R-2
B-3	R-R	R-3

0 2,000 4,000 8,000 Feet  
MAP SCALE  
0 500 1,000 2,000 Feet  
INSET SCALE

This is to certify that this section of the Official Zoning Map supersedes and replaces the same section of this Official Zoning Map adopted November 19, 1987 for Harrison County Fiscal Court.

Chairman _____	Date _____
County Judge/Executive _____	Date _____
County Clerk _____	Date _____

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 22:

In the Application, Item 13, it is stated that the proposed setbacks are included in the Project layout in SAR Exhibit A.

- a. Confirm whether that refers to the map "Overall Site Plan", Date: 10/06/2021, Sheet C.200.
- b. Confirm that is the same map found in the Application, Exhibit A, Sheet C.200.
- c. Explain which map was submitted to the Cynthiana-Harrison County-Berry Planning Commission for the CUP.

Response No. 22:

- a. Confirmed.
- b. Confirmed.
- c. Preliminary Site Plan provided by Westwood dated 10/06/2021 Sheets C.100, C.200, C.201, and C.202 were provided to Harrison County as part of the CUP application.

Responding Witness: Kathryn Garcia

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 23:

In the Application, Exhibit A, Sheet C.200, there is a buildable area to the east of Ruddles Mill Road in the southern part of the Blue Moon Energy site. On Sheet C.202 with the Landscape Plan, there is no plan for solar panels or landscaping for this area.

- a. Explain whether Sheet C.202 was included in the CUP application.
- b. Describe the process that Blue Moon Energy will conduct for permissions (Planning Commission and Siting Board) if solar panels are extended into this buildable area.

Response No. 23:

- a. Sheet C.202 was included in the CUP application.
- b. Blue Moon Energy would have to go back to Planning and Zoning for approval to amend the layout. Similarly, Blue Moon would seek to amend its construction certificate to include the buildable area. Both filings would be conducted following discussion and coordination with the responsible agency.

Responding Witness: Kathryn Garcia

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 24:

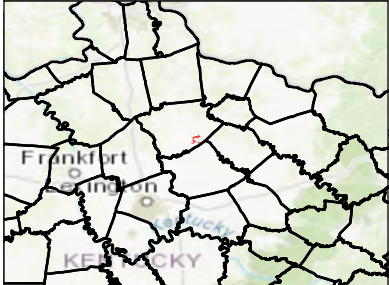
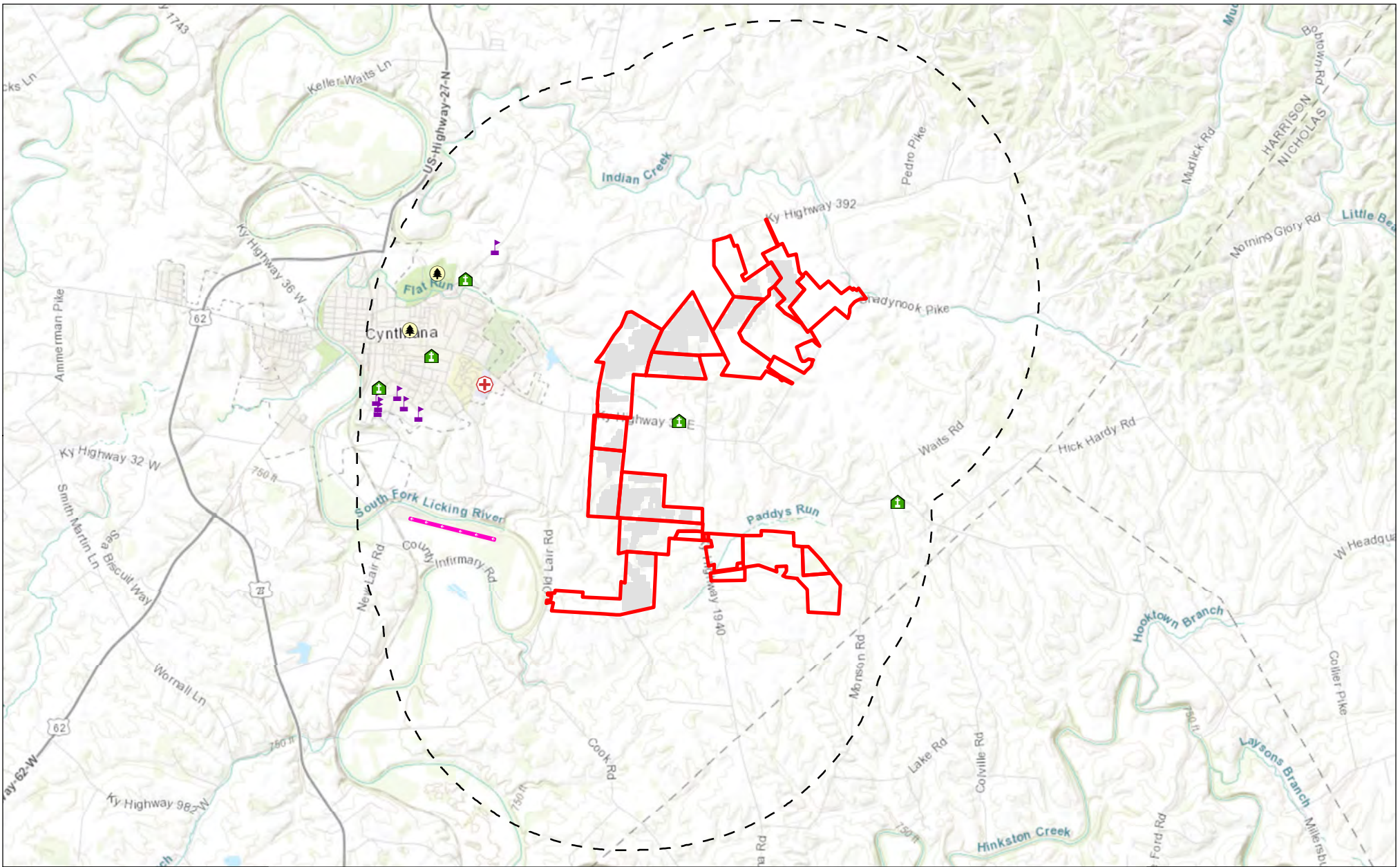
Refer to the Application Project Layout/Site Map.

- a. Indicate the location of the Cynthiana-Harrison County Airports and runway on the site layout and two-mile radius diagram (Recurrent Energy Map Exhibit A).
- b. Indicate the location of all churches and hospitals on the Site Layout and two-mile radius diagram.

Response No. 24:

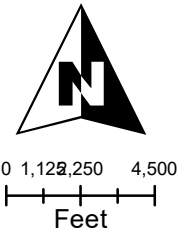
- a. Revised 2-mile radius map included as Attachment.
- b. See attached.

Responding Witness: Chad Martin



**Legend**

- Project Boundary
- 2 Mile Buffer of Panels
- Airport Runways
- ✚ Churches
- ✚ Schools
- 🌳 Local Parks
- + Hospitals
- Panels



**RECURRENT ENERGY**

Public Resources  
within 2 Miles of PV Panels

**EXHIBIT A**

Date: March 2022	Project No: E320201803	Figure No:
---------------------	---------------------------	------------

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 25:

Refer to Blue Moon Energy Exhibit F (SAR) at VI, Mitigation Measure 37. Explain planned mitigation procedures for eliminating glint and glare from the south arrays that are directly in the flight path of the Cynthiana-Harrison County Airport.

Response No. 25:

Per the KY Airport Zoning Commission permit, is as follows: The Solar Panels cannot create ocular (i.e., glint or glare) impacts to pilots operating an aircraft or the airports traffic area. If impacts to the pilots and airport traffic area are discovered after construction, the Sponsor must mitigate those impacts at its own expense.

Responding Witness: Chad Martin



Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 26:

Provide an Electrical One-Line diagram for the facility.

Response No. 26:

See attached.

Responding Witness: Karol Kamasinski

ISSUED/REVISED FOR:			
LEVEL	APPR. BY	DATE	DESCRIPTION
A	C.M.A	01/26/18	ISSUED FOR CONCEPTUAL

PROJECT MANAGER:	C. ASKEY
ENGINEER:	C. ASKEY
DESIGNER:	C. MULLINS
DRAFTER:	C. MULLINS
DATE:	01/26/2018
SCALE:	N.T.S.
CHECKED BY:	
ELEC. APPROVAL:	
CIVIL APPROVAL:	

PROJECT DESIGNED FOR:  
**BLUE MOON SOLAR, LLC.**

PROJECT:  
**BLUE MOON SOLAR  
 HARRISON COUNTY, KY**

TITLE:  
**SUBSTATION  
 SINGLE LINE**

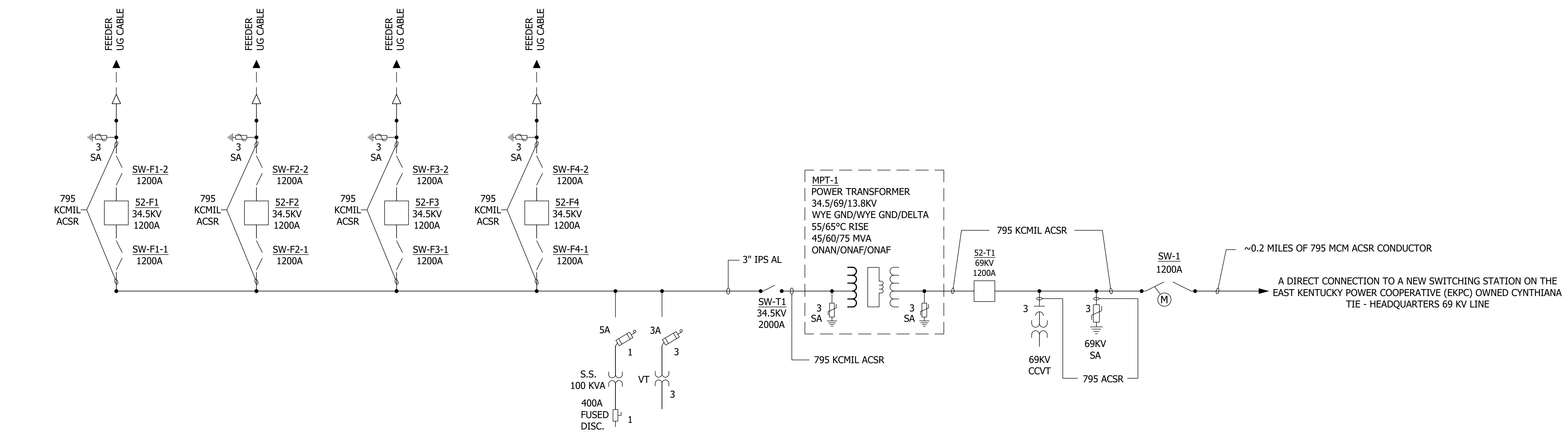


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 CONTRACTOR SHALL VERIFY ALL CONDITIONS ON JOB SITE & NOTIFY PROJECT MANAGER OF ANY VARIATIONS FROM DIMENSIONS SHOWN ON THESE DRAWINGS BEFORE PROCEEDING WITH ANY CONSTRUCTION.

SEAL

PREPARED FOR:

PROJECT NUMBER			
DRAWING	SEQ No.	REV.	
PSL01		A	



- LEGEND:**
- INDICATES A MOTOR OPERATED CENTER-SIDE BREAK VEE SWITCH - ARCHING HORNS (VOLTAGE AS SHOWN)
  - INDICATES A GANG OPERATED CENTER-SIDE BREAK VEE SWITCH (VOLTAGE AS SHOWN)
  - INDICATES A GANG OPERATED DISCONNECT SWITCH (VOLTAGE AS SHOWN)
  - INDICATES A BUSHING MOUNTED CURRENT TRANSFORMER
  - INDICATES METAL OXIDE, GAPLESS TYPE SURGE ARRESTER. NUMBER INDICATES QUANTITY.
  - INDICATES A COUPLING CAPACITOR AND VOLTAGE TRANSFORMER. NUMBER INDICATES QUANTITY.
  - INDICATES A POTENTIAL OR VOLTAGE TRANSFORMER. NUMBER INDICATES QUANTITY.
  - INDICATES A POWER TRANSFORMER.
  - INDICATES A FUSED DISCONNECT SWITCH, CUT-OUT
  - INDICATES A GROUNDING TRANSFORMER
  - INDICATES A FUSED DISCONNECT.
  - INDICATES DIESEL GENERATOR FOR EMERGENCY BACKUP
  - INDICATES A CIRCUIT BREAKER (VOLTAGE AS SHOWN)
  - INDICATES METAL OXIDE, GAPLESS TYPE SURGE ARRESTER. NUMBER INDICATES QUANTITY
  - INDICATES A CIRCUIT SWITCHER
  - INDICATES A CAPACITOR BANK W/VT

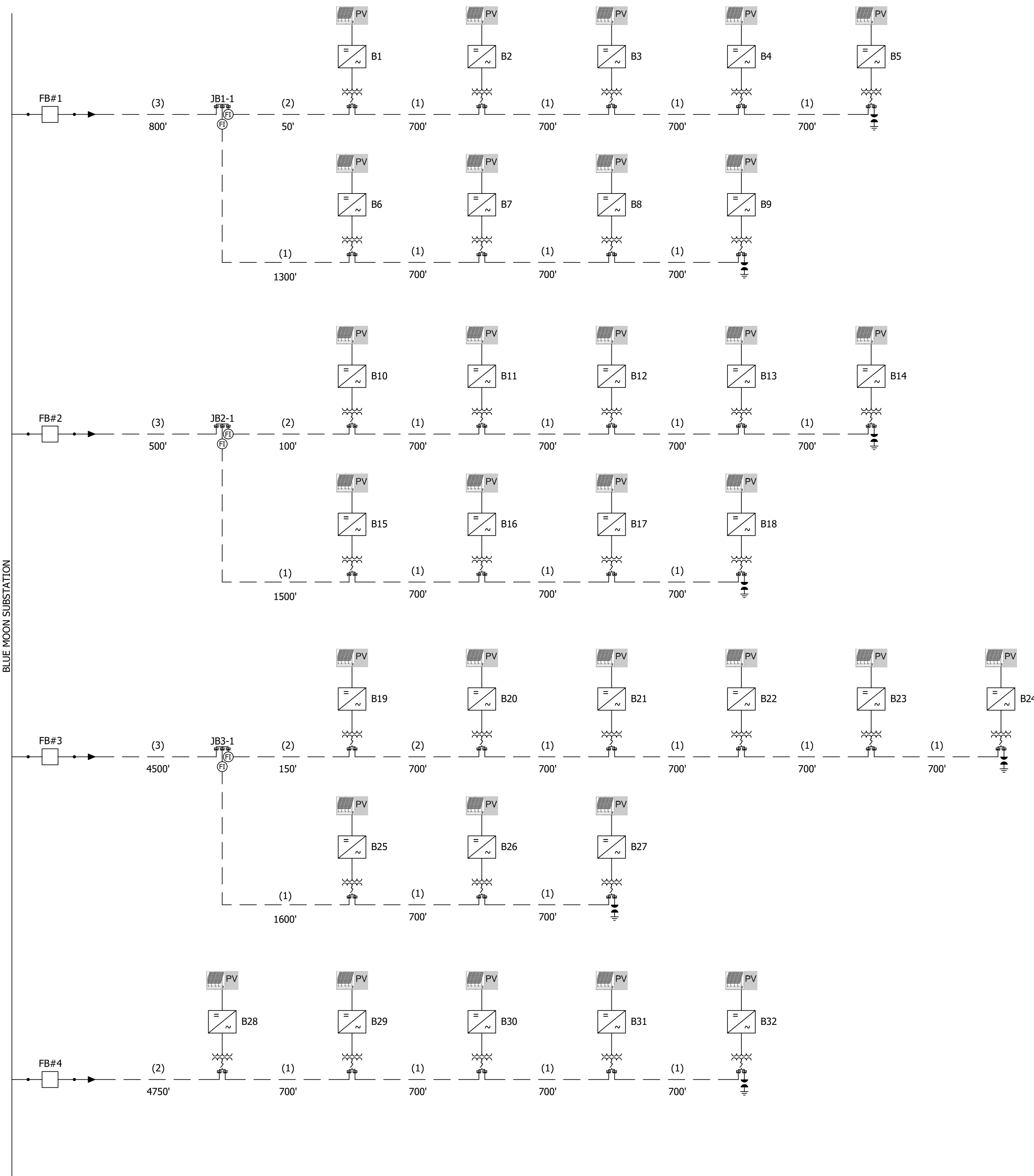
- NOTES**
- REACTIVE COMPENSATION, NEUTRAL GROUND RESISTOR AND SHORT CIRCUIT SIZING ARE PRELIMINARY. ACTUAL SIZING WILL DEPEND ON THE REACTIVE POWER STUDY.

- NOTES**
- REACTIVE COMPENSATION IS BASED ON THE POWER ELECTRONICS FRAME 7 SOLAR INVERTER FS2800CU15 SPECIFICATIONS AND THE SPECIFIED SUBSTATION EQUIPMENT IS CONCEPTUAL. THE ACTUAL NEED FOR REACTIVE COMPENSATION, NEUTRAL GROUND RESISTANCE, AND SHORT CIRCUIT EQUIPMENT WILL BE DEPENDENT ON MORE DETAILED DESIGN STUDIES.

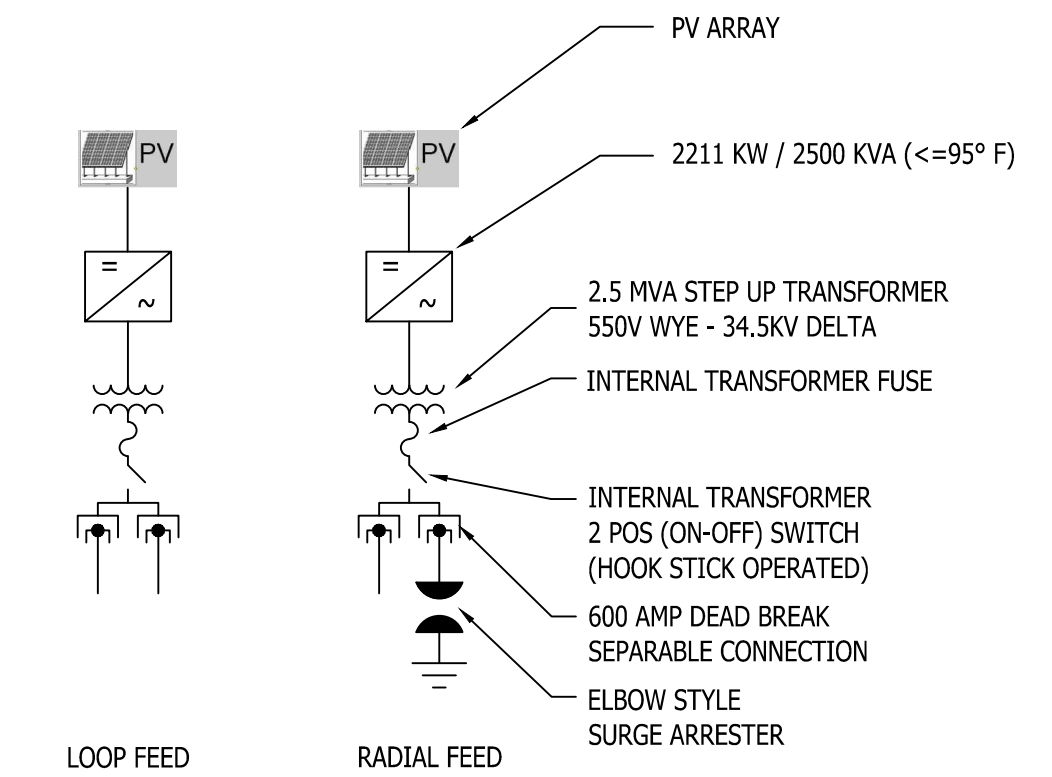
**REFERENCE:**  
 COL-E-SL01 COLLECTOR SYSTEM SINGLE LINE

**PRELIMINARY - ISSUED FOR CONCEPTUAL**

BLUE MOON SUBSTATION



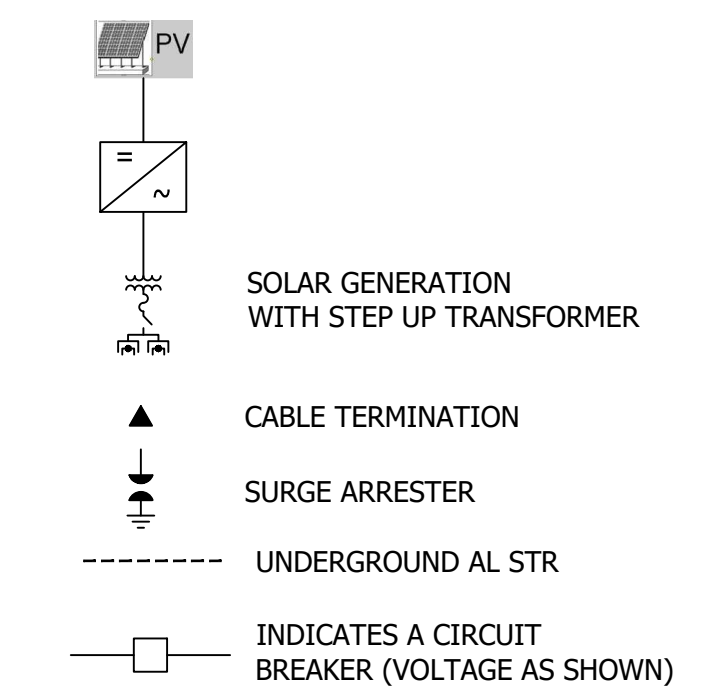
**TYPICAL PV / INVERTER / TRANSFORMER ARRANGEMENT**



**NOTES**

- CONDUCTOR LENGTHS DO NOT INCLUDE ANY ADDITIONAL LENGTH FOR CROSSINGS, TURNS, ELEVATION CHANGE, PMT ENTRY, CUTTING, SPLICING, SAG, TENSION, ETC
- CONDUCTOR SIZING BASED ON:
  - THERMAL STUDY AT AVERAGE AND WORST CASE RHO (200°C-CM/W ASSUMED)
- CABLE SPLICE LOCATIONS NOT SHOWN.
- COLLECTOR SYSTEM CABLE DISTANCES ARE BASED ON STRAIGHT LINE MEASUREMENTS ASSUMING THAT ALL CABLE RUNS STAY ON LEASED PROPERTY AND AVOID ALL STRUCTURES, IDENTIFIED WASHES, AND NATURAL RESOURCE CONSTRAINTS.
- CABLE RUNS DESIGNATED MAY REQUIRE SPECIALIZED THERMAL FILL, CROSS BONDING, OR SINGLE POINT BONDING FOR PROPER OPERATION.
  - FOR SINGLE POINT BONDING, THE GROUND WIRE MUST BE DOUBLED FOR FAULT CURRENT HANDLING.
  - FOR CROSS BONDING, THE RUNS MUST BE SPLIT INTO EQUAL SECTIONS FOR PROPER OPERATION.
- CONTRACTOR TO LOCATE BONDING AND SPLICE BOXES AS REQUIRED FOR REEL MANAGEMENT. DISTANCES SHOWN ARE BASED ON THE GENERAL ARRANGEMENT SUGGESTED LAYOUT.

**LEGEND**



**CONDUCTOR SIZES**

- (1) UG 4/0 STR AL TRIPLEX
- (2) UG 500 STR AL TRIPLEX
- (3) UG 1250 STR AL TRIPLEX

**REFERENCE:**

SUB-PSLO1 SUBSTATION POWER SINGLE LINE

ISSUED/REVISED FOR:			
LEVEL	APPR. BY	DATE	DESCRIPTION
A	C.M.A	01/26/18	ISSUED FOR CONCEPTUAL

PROJECT MANAGER:	C. ASKEY
ENGINEER:	C. ASKEY
DESIGNER:	C. MULLINS
DRAFTER:	C. MULLINS
DATE:	01/26/2018
SCALE:	N.T.S.
CHECKED BY:	
ELEC. APPROVAL:	
CIVIL APPROVAL:	

PROJECT DESIGNED FOR:  
**BLUE MOON SOLAR, LLC.**

PROJECT:  
**BLUE MOON SOLAR HARRISON COUNTY, KY**

TITLE:  
**(70 MW) SOLAR COLLECTOR SYSTEM SINGLE LINE**

YOUR VISION ACHIEVED THROUGH OURS.

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CONTRACTOR SHALL VERIFY ALL CONDITIONS ON JOB SITE & NOTIFY PROJECT MANAGER OF ANY VARIATIONS FROM DIMENSIONS SHOWN ON THESE DRAWINGS BEFORE PROCEEDING WITH ANY CONSTRUCTION.

SEAL

PREPARED FOR:

PROJECT NUMBER

DRAWING	SEQ No.	REV.
SL01		A

**PRELIMINARY - ISSUED FOR CONCEPTUAL**

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 27:

Provide pertinent information for Department of Energy (DOE) transformer compliance for the Substation Transformers.

Response No. 27:

Blue Moon will comply with the DOE requirements.

Responding Witness: Karol Kamasinski

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 28:

Explain the temporary power required for construction of the plant and the source of such power.

Response No. 28:

Generally, all temporary construction power is provided from generators and ranges between 70 to 100 kw.

Responding Witness: Karol Kamasinski

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 29:

With regard to energy storage in the facility during operations:

- a. Confirm if any batteries are planned for energy storage.
- b. Provide the Safety Data Sheets for the energy storage system if an energy storage system is being used.
- c. Explain the environmental impact of the energy storage system including:
  1. The life expectancy of the batteries, including a comparison of that with the overall Project life.
  2. Methods to be used to dispose of the batteries once they have reached their end of life or require replacement.

Response No. 29:

- a. No energy storage systems are currently planned for Blue Moon.
- b. No energy storage systems are currently planned for Blue Moon.
- c.
  1. No energy storage systems are currently planned for Blue Moon.
  2. No energy storage systems are currently planned for Blue Moon.

Responding Witness: Jayce Walker

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 30:

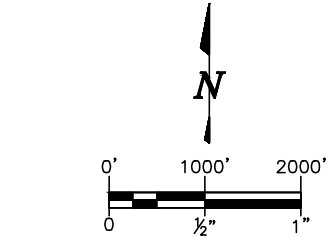
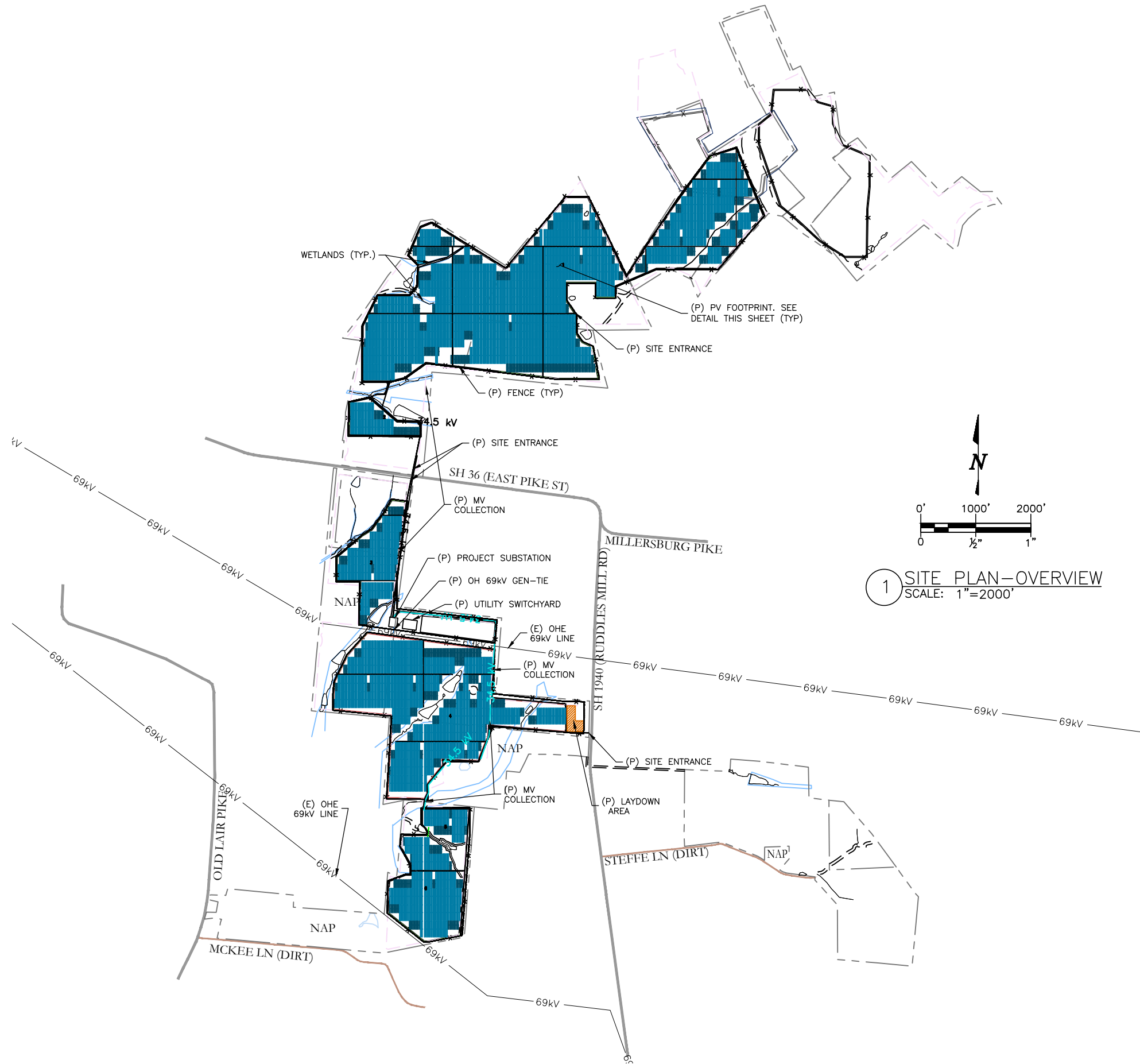
Refer to the Amended Application for Certificate of Construction (Overall Site Plan). Provide pertinent interconnecting information for all solar panels separated by roads and flood zones (overhead or underground).

Response No. 30:

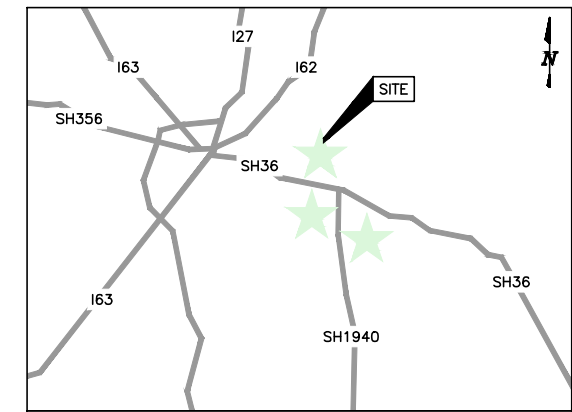
A Direct Current (DC) circuit can be buried or suspended (above ground), a Medium Voltage (MV) circuit in the field is typically underground, and an Alternating Current (AC) collection line to a substation is typically overhead (above ground). See attached. All selections are contingent on EPC preference.

Responding Witness: Karol Kamasinski

# BLUE MOON



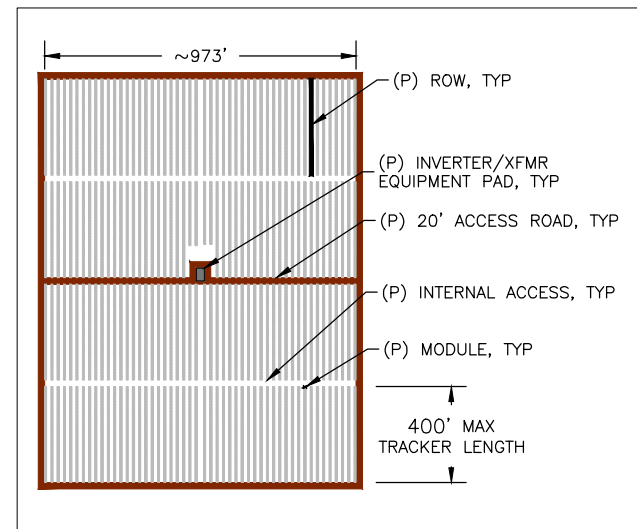
1 SITE PLAN - OVERVIEW  
SCALE: 1"=2000'



LOCATION MAP  
NOT TO SCALE

PROJECT INFORMATION	
SITE ADDRESS	CYNTHIANA, KENTUCKY
COUNTY	HARRISON
PROJECT CAPACITY	70 MWac AT POI

LEGEND OF LINETYPES AND SYMBOLS	
---	ADJOINING PROPERTY LINE
---	(E) OH 69kV LINE
---	(P) OH 34.5kV COLLECTION LINE
x x	(P) FENCE
---	ROAD
---	(E) WATER FEATURE
(E)	EXISTING
NAP	NOT A PART
(P)	PROPOSED
POI	POINT OF INTERCONNECTION
(TYP)	TYPICAL



2 CONCEPTUAL PV ARRAY BLOCK  
SCALE: 1"=600'



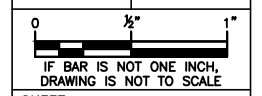
ENGINEER'S STAMP

PROPOSED PV SYSTEM  
BLUE MOON  
HARRISON COUNTY  
CYNTHIANA, KY  
SITE PLAN - OVERVIEW

REV	DATE	ISSUED FOR
2.0	02/10/22	KK
1.0	02/10/21	ES
		ES
		LES
		DB

DESIGN START 04/2019

DEV. ENG. K.KAMASINSKI



IF BAR IS NOT ONE INCH, DRAWING IS NOT TO SCALE

SHEET  
C1.0



Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 31:

Provide pertinent information on any Fiber Optic Communication or other type of communication network to be installed as part of the Project, as well as the associated excavation is required for the installation of such communication network.

Response No. 31:

A communication network, including Fiber Optic lines, is typically installed underground for supervisory control and data acquisition (SCADA) communication between inverters, control-room, substation, and other related equipment.

Responding Witness: Karol Kamasinski

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 32:

Provide a Project construction schedule outlining the details of each phase from start to finish including anticipated duration (e.g., clearing land, constructing roads, install panels, erect fencing, etc.).

Response No. 32:









See attached.

Responding Witness: Karol Kamasinski


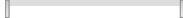

















ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	2	F	M	A
1		<b>Procurement &amp; Construction</b>	<b>342 days</b>	<b>Wed 6/22/22</b>	<b>Thu 10/12/23</b>						
2		EPC NTP Start (Mob)	2 wks	Tue 10/4/22	Mon 10/17/22						
3		HV XFR Order	52 wks	Wed 6/22/22	Tue 6/20/23						
4		Module Delivery	8 wks	Tue 3/21/23	Mon 5/15/23	16SF+2 wks					
5		<b>PV</b>	<b>215 days</b>	<b>Tue 10/4/22</b>	<b>Mon 7/31/23</b>						
6		Clearing & Grading	3 wks	Tue 10/4/22	Mon 10/24/22	2SS					
7		Earthwork	14 wks	Tue 10/18/22	Mon 1/23/23	2					
8		Fence Errection	2 wks	Tue 11/1/22	Mon 11/14/22	7SS+2 wks					
9		Drainage System	6 wks	Tue 12/13/22	Mon 1/23/23	7FS-6 wks					
10		Road Construction	6 wks	Tue 12/27/22	Mon 2/6/23	9SS+2 wks					
11		Foundations	12 wks	Tue 12/13/22	Mon 3/6/23	7FS-6 wks					
12		Trenching	12 wks	Tue 1/24/23	Mon 4/17/23	7					
13		Inverter Skid Placement	4 wks	Tue 2/7/23	Mon 3/6/23	12SS+2 wks					
14		Tracker Install	15 wks	Tue 2/14/23	Mon 5/29/23	11FS-3 wks					
15		LV Cabling	9 wks	Tue 3/21/23	Mon 5/22/23	12FS-4 wks					
16		Module Install	11 wks	Tue 5/2/23	Mon 7/17/23	14FS-4 wks					
17		Cold Commissioning	4 wks	Tue 7/4/23	Mon 7/31/23	16FS-2 wks					
18		<b>Substation</b>	<b>201 days</b>	<b>Tue 10/18/22</b>	<b>Tue 7/25/23</b>						
19		Earthwork	3 wks	Tue 10/18/22	Mon 11/7/22	2					
20		Foundations	9 wks	Tue 11/1/22	Mon 1/2/23	19SS+2 wks					
21		Assembly	4 wks	Tue 1/3/23	Mon 1/30/23	20					
22		MV Cabling	2 wks	Tue 1/31/23	Mon 2/13/23	21					
23		Overhead Cabling	3 wks	Tue 2/14/23	Mon 3/6/23	22					

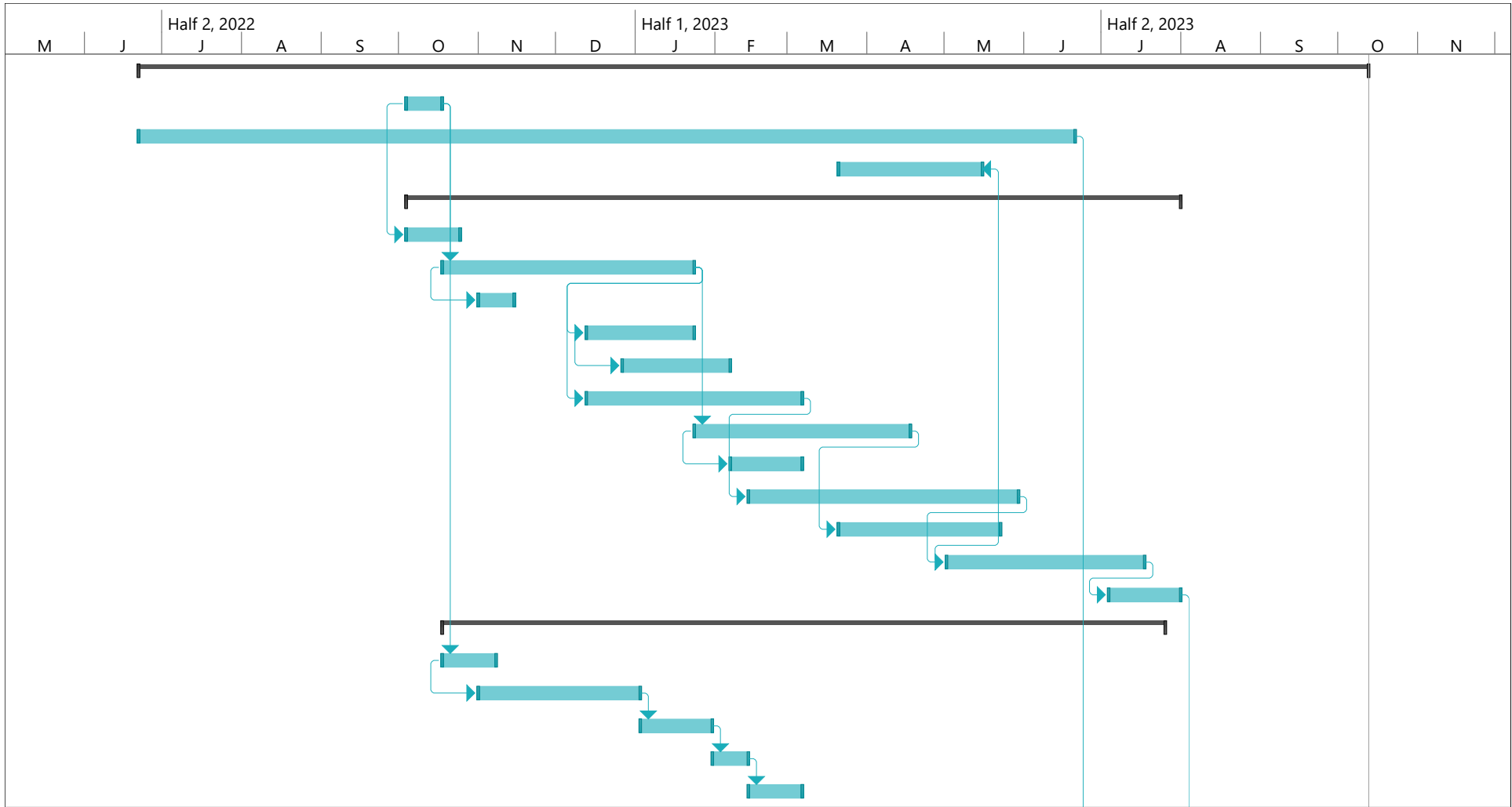
Project: Construction Schedule  
Date: Wed 3/30/22

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

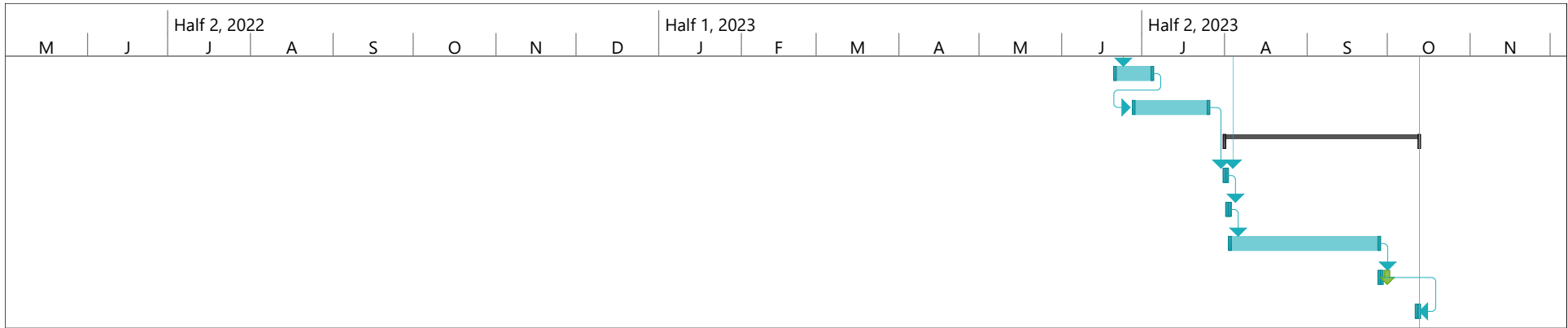
ID	 Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	22	F	M	A
24		XFR Set & Dressed	2 wks	Wed 6/21/23	Tue 7/4/23	3					
25		Cold Commissioning	4 wks	Wed 6/28/23	Tue 7/25/23	24FS-1 wk					
26		<b>Completion</b>	<b>53 days</b>	<b>Tue 8/1/23</b>	<b>Thu 10/12/23</b>						
27		Mechanical	1 day	Tue 8/1/23	Tue 8/1/23	25,17					
28		Initial Sync	1 day	Wed 8/2/23	Wed 8/2/23	27					
29		Hot Commissioning	8 wks	Thu 8/3/23	Wed 9/27/23	28					
30		<b>Substantial</b>	<b>1 day</b>	<b>Thu 9/28/23</b>	<b>Thu 9/28/23</b>	<b>29</b>					
31		Final	1 day	Thu 10/12/23	Thu 10/12/23	30FF+2 wks					

Project: Construction Schedule  
Date: Wed 3/30/22

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			



Project: Construction Schedule Date: Wed 3/30/22	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
Inactive Milestone		Finish-only				



Project: Construction Schedule Date: Wed 3/30/22	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
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Request No. 33:

Provide pertinent information on where the PV cells/solar panels Blue Moon Energy plans to install are manufactured, and provide the specification and Model number of the PV cells/solar panels planned to be installed.

Response No. 33:

No Module Supply Agreement has been established, yet. Blue Moon will utilize the most cost-effective modules available on the market provided by industry leading manufacturers and backed by warranties.

Responding Witness: Karol Kamasinski

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 34:

Verify that a Power Purchase Agreement has been made with the Utility.

Response No. 35:

No Power Purchase Agreement has been established yet – the Blue Moon Project is currently being marketed to electricity offtakers in Kentucky.

Responding Witness: Jayce Walker



Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 35:

Inform the Siting Board whether Blue Moon Energy has obtained a PM or PM10 analysis for fugitive dust, or has other data as to fugitive dust that could be created by construction. If such an analysis has been done provide it.

Response No. 35:

No analysis for PM or PM10 has been completed for the project. Fugitive dust will be mitigated by utilizing water trucks to control and minimize dust on the site during construction.

Responding Witness: Chad Martin

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 36:

Confirm whether a Kentucky Pollution Discharge Eliminations System (KPDES) application for a permit has been sent to the Natural Resources and Environmental Protection Cabinet. If such a KPDES application has been submitted, then provide a copy.

Response No. 36:

A KPDES Permit application has not yet been submitted.

Responding Witness: Kathryn Garcia

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 37:

Describe the steps planned for the debris maintenance plan as required by the planning commission.

Response No. 37:

Per the approved Harrison County Conditional Use Permit, the ground shall remain free of debris at all times after construction has been completed.

Responding Witness: Chad Martin, Kathryn Garcia

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 38:

Explain whether there are endangered plant or animal species near and about the construction area, and what the proposed mitigating measures would be for dealing with those.

Response No. 38:

There were no endangered plant or animal species identified onsite. Endangered species information was obtained from state and federal agencies. Potential habitat for listed bats, mussels or plants is being avoided by the project in the form of project setback from streams, wetlands, or large forested sections that could harbor protected plants or animals. No potential habitat for listed species was verified during field reconnaissance. All construction will take place within active agricultural areas.

Responding Witness: Chad Martin

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 39:

Explain whether there are historic and archeologic sites in close proximity or within the Project area, and what the proposed mitigating measures would be for dealing with those.

Response No. 39:

The Kentucky Office of State Archaeology provided data on the previous archaeological sites and surveys contained within the Area of Potential Effect (APE). No recorded archaeological sites are located within the APE. The Kentucky Heritage Council (KHC) database of historic architectural resources was also reviewed to determine if there were any previously recorded above ground structures that might represent issues for the development of the solar facility. This review identified a total of two houses or complexes located within the APE; both resources have been avoided via proper setbacks.

Responding Witness: Chad Martin

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 40:

Refer to Exhibit E of the Application. Provide more detail as to the amount and source of any anticipated excise taxes (use tax and sales tax) to be paid for goods and services in Kentucky.

Response No. 40:

Sales tax revenues are estimated at approximately \$0.9 million and are based on the \$28.1 million in construction spending. Note that these tax revenues are calculated by the IMPLAN software and are more generic than the detailed tax estimates that we provided elsewhere in the report.

Responding Witness: Jayce Walker

Blue Moon Energy LLC  
Response to Public Service Commission's First Request for Information  
Case No. 2021-00414

Request No. 41:

Explain what efforts will be made to recruit and employ workers from Harrison County of contiguous counties.

Response No. 41:

A spreadsheet is kept of contractors that contact Blue Moon interested in bidding for the project. Once the EPC firm is selected that information will be used by the firm to contact with appropriate local firms. Local workers are typically hired by the EPC firm via recruitments or job fairs.

Responding Witness: Jayce Walker, Kathryn Garcia