

**SOLAR GROUND LEASE AGREEMENT**

**THIS SOLAR GROUND LEASE AGREEMENT** (this "**Lease**") is made and entered into as of the 25<sup>th</sup> day of February, 2020 (the "**Effective Date**"), by and between Cynona Farms LLC, a Kentucky limited liability company ("**Landlord**") and Blue Moon Solar LLC, a Kentucky limited liability company ("**Tenant**").

**WITNESSETH:**

In consideration of [REDACTED] paid in hand from Tenant to Landlord [REDACTED] after the Effective Date and the rent to be paid to Landlord by Tenant, as hereinafter provided, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, that certain property up to 336.3 acres being a portion of that certain real property containing 377 acres located at 858 KY Hwy 1940, Cynthiana, KY, which is more particularly described on Exhibit A attached hereto and by this reference made a part hereof, and in substantially the location set forth on Exhibit B attached hereto, less and except and not including the Do Not Disturb Area as defined in Section 6 and depicted on Exhibit B-1 (the "**Land**") and together with all improvements, fixtures personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the property and the improvements now or in the future located thereon (the "**Premises**"), to be occupied and used upon the terms and conditions set for the herein.

1. Term of Lease; Extension Terms; Termination Rights; Contingencies/Due Diligence.

(a) The term of this Lease (including any extensions or renewals, the "**Term**") shall commence on the Effective Date and shall end [REDACTED] after the Rent Commencement Date (as hereinafter defined) (the "**Expiration Date**"), [REDACTED]

(b) If Tenant is not then in default under the terms of this Lease, [REDACTED]

(c) If Tenant is not then in default under the terms of this Lease, [REDACTED]

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(d) Tenant's obligation to perform hereunder shall be subject to the satisfaction (or waiver) of the following contingencies (collectively the "Contingencies"):

(i) Tenant obtaining all necessary approvals from state, federal and local authorities required by Tenant to construct its proposed improvements and to operate the Premises for the Intended Use (as hereinafter defined),

(ii) Tenant's entering into power purchase agreement(s) and REC purchase agreement(s) for the proposed improvements and operations at the Premises to Tenant's satisfaction,

(iii) Tenant's review and approval of title and survey matters with respect to the Premises, the environmental condition of the Premises and the physical condition of the Land,

(iv) Tenant's receipt of the subordination, non-disturbance and recognition agreements contemplated in Section 22,

(v) Tenant deciding to lease the Premises in lieu of other sites being considered by Tenant prior to the Rent Commencement Date, and

(vi) Tenant's review and approval of any other matters that Tenant deems relevant to determining whether Tenant's leasing of the Premises is economically and otherwise feasible.

If Tenant is unable to satisfy the Contingencies to Tenant's satisfaction prior to the Rent Commencement Date, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, Tenant may terminate this Lease by giving written notice to Landlord prior to the Rent Commencement Date; provided however, that Tenant's right to terminate this Lease under this Section 1(d) shall expire upon Tenant's installation on the Premises of any permanent components of the solar farm improvements or alterations.

As part of Tenant's due diligence, Tenant shall be entitled to conduct (at its expense) such testing of the Premises as Tenant shall determine necessary in its discretion, including without limitation, one or more environmental audits or assessments, and to physically inspect and review the Premises, which investigation shall be of such scope as Tenant determines; provided, however, that Tenant shall use commercially reasonable efforts to minimize any interference with farming activities on the Land when performing such testing.

Prior to the Rent Commencement Date, Tenant shall [REDACTED] obtain a survey of the Land (the "Survey") that shall show the boundary line of the Premises and otherwise be sufficient to constitute a legal subdivision of the Premises from Landlord's land of which the Premises is a part upon the recordation of the Survey in the appropriate office, if required. The Survey shall show what acreages are wooded or open.

As part of its inspections and performance of the Survey, Tenant may elect to reduce the Land subject to this Lease, for any reason or no reason, for all or part of the Premises by delivering written notice to Landlord at any time and for any reason. Landlord agrees that Tenant may terminate pursuant to the foregoing a portion of the Premises ("Released Premises") so long as: [REDACTED]

[REDACTED] The portion of the Premises remaining after any partial termination of this Lease shall thereafter be the "Premises" for purposes of this Lease, [REDACTED]

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[REDACTED] In the event that Tenant elects such partial termination, the Survey (reflecting such termination) shall be incorporated into Exhibit A as if fully set forth therein without amendment to this Lease, and that for purposes of determining the amount of rent payable hereunder, the size of the Premises as shown on the Survey shall be binding on the parties hereto. Any such Released Premises shall automatically be removed from the "Premises" and the "Land" as those terms are defined and used in this Lease.

2. Rent; Rent Escalation; Rent Commencement Date.

(a) On or before giving the Notice of Proceeding, Tenant shall make [REDACTED] Beginning on the Rent Commencement Date, annual rent [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(d) [REDACTED]

(e) [REDACTED]

(f) [REDACTED]

0/8

[REDACTED]

(g)

[REDACTED]

(h)

[REDACTED]

3.

[REDACTED]

[REDACTED]

[REDACTED]

4. Utilities. During the Term, Tenant shall pay for all public utilities used in or at the Premises by Tenant.

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5. Alterations. Tenant shall install a fence around the perimeter of the Premises at least six (6) feet high and no more than eight (8) feet high and vegetative screening between the solar farm and streets or neighboring residential areas along with adequate security devices and signage appropriate to a solar farm where electricity is generated, and Tenant shall be solely responsible for the maintenance in good order of such fence, security devices and signage throughout the Term. Tenant may, at its expense, make any other alterations, additions, improvements and changes (including, without limitation, removal of existing improvements and fixtures and trees and plants) to the Premises as it may deem necessary or desirable in connection with its Intended Use of the Premises, without the consent of Landlord. Such alterations, improvements, and changes may, in Tenant's sole discretion, include the cutting, removal, and sale of any timber or trees, including, without limitation, any remaining stumps, on the Premises; [REDACTED]

[REDACTED] Any and all such alterations, additions, improvements or changes conducted by Tenant shall be done in compliance with applicable laws. Landlord agrees to sign any permit applications, to the extent required by law, and to take all such other actions as are reasonably required to allow Tenant to accomplish any such alterations, additions, improvements and changes to the Premises. [REDACTED]

[REDACTED] Within thirty (30) days of Tenant's delivery of the Notice of Proceeding, Tenant shall communicate with the Landlord, in writing or orally, regarding the location of cattle watering facilities and potential non-disturbance of same. For the avoidance of doubt, Tenant is under no obligation to avoid such disturbance.

6. Do Not Disturb Area. The area consisting of approximately 40.7 acres as shown on Exhibit B.1 (the "Do Not Disturb Area") shall be excluded from the Land.

7. Use and Occupancy. 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 (the "Intended Use") and for no other use without the written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant agrees that no unlawful use of the Premises will be made. Landlord shall deliver sole and exclusive possession of the Premises to Tenant on the Effective Date subject only to Landlord's right to continue to farm the Premises in the current manner being farmed until the giving of the Notice of Proceeding at which point Landlord will vacate the Premises as provided in Section 3. For the avoidance of doubt, the continued farming of the Premises shall be performed in such a manner as to not interfere with Tenant's rights under this Lease.

8. Insurance.

(a) Tenant shall, after its improvements are completed, keep such improvements insured against loss or damage by fire, windstorm, earthquake and similar hazards in commercially reasonable amounts determined by Tenant.

(b) Beginning on the Effective Date, Tenant, at its sole cost and expense, shall keep or cause to be kept Commercial General Liability Insurance (1986 ISO Form or its equivalent) with a combined single limit of at least [REDACTED] each Occurrence and at least [REDACTED] in the aggregate-per location, which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises. Such policy shall provide Landlord with additional insured status.

(c)

[REDACTED]

9. Taxes.

[REDACTED]

10. Fire or Other Casualty. In the event that the Premises, the improvements thereon, or any portions thereof, are damaged by fire or other casualty during the Term, and if in Tenant's sole judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Premises or the improvements thereon, as the case may be,

[REDACTED]

11. Condemnation.

(a) In the event that the whole of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, or such portion thereof that, in Tenant's judgment, the remainder of the Premises is not suitable for Tenant's purposes (herein called a "**Total Taking**"), then

[REDACTED]

(b) In the event that a portion or portions of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, and such taking does not constitute a Total Taking (herein called a "**Partial Taking**"), then this Lease,

[REDACTED]

(c)

[REDACTED]

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[REDACTED]

Tenant shall have the right to participate, at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings; provided, however, Tenant shall not enter into any binding agreement or settlement without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord agrees to cooperate with Tenant and to execute such documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings.

12. Maintenance and Repairs. During the Term, Tenant shall be responsible, at its sole cost and expense, for the repair and maintenance of the Premises.

13. Default. [REDACTED]

14. Termination of Lease. Following the expiration or termination of this Lease as hereinabove provided, or pursuant to statute, or by summary proceedings or otherwise, Tenant shall restore the Land (and any other land of Landlord impacted by Tenant's use of the Premises) to substantially its condition as of the Effective Date using prudent engineering practices where applicable, including, without limitation, the removal of all improvements and alterations to the Land or Premises (including, without limitation, all fencing, roads, solar panels and mounting, and other improvements or alterations) and any electrical or communication or other utility poles, lines and connections (unless such lines and connections are used in connection with other property owned by Landlord and Landlord elects to allow such lines and connections to remain); provided, however, that Tenant shall not be obligated to regrade the Land or any other property, replant any crops or plants, replace any improvements that were removed by Tenant, or remove any improvements (including trees and plants) that were added by Tenant prior to the construction of the solar farm as provided for in Section 5 hereof. The removal and restoration shall be completed in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord.

Tenant may, in its discretion, determine the length of such period following the expiration or termination up to a period of twelve (12) months and shall provide Landlord with written notice of such length prior to the date that is thirty (30) days after such expiration or termination. Tenant shall pay Landlord rent for the period beyond the expiration or termination in an amount equal to the annual rent due and payable for the year immediately prior to such expiration or termination prorated based on the actual number of days in such extension divided by three hundred sixty-five (365). Tenant shall have all rights granted to Tenant under this Lease during the period of such extension, including, without limitation, the

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right to access the Premises for the purposes of complying with this Section 13. This Section 14 shall survive the expiration or termination of this Lease.

The removal and restoration shall be completed in a manner that is materially similar to the Template Decommissioning Plan attached hereto as Exhibit C and in a manner that does not materially, adversely affect the potential re-use of the Premises; provided, however, that to the extent applicable laws and regulations conflict with the Template Decommissioning Plan, Tenant shall comply with such laws and regulations in lieu of the applicable portion of the Template Decommissioning Plan [REDACTED]

15. Possession After Expiration or Termination. If Tenant fails to vacate and surrender the possession of the Premises at the expiration or termination of this Lease (with all removal and restoration requirements contained in Section 14 completed), Landlord shall be entitled [REDACTED]

16. Binding Effect: Assignment and Subletting. This Lease shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns. Tenant may assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, without Landlord's prior consent but with contemporaneous notice of such assignment.

17. Indemnifications.

(a) [REDACTED]

(b) [REDACTED]

*O/S.*



[REDACTED]

18. Quiet Enjoyment. Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of this Lease (beyond any applicable notice and cure periods), it will defend the right of possession to the Premises in Tenant against all parties whomsoever for the entire Term, and that Tenant shall have peaceable and quiet possession of the Premises during the Term without hindrance or molestation.

19. Waiver. The waiver by any party of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant or agreement herein contained.

20. Notices. All notices, elections, demands, requests, payments and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts, addressed to:

To Landlord: Cynona Farms LLC  
[REDACTED]

To Tenant: Blue Moon Solar LLC  
7804-C Fairview Rd #257  
Charlotte, NC 28226  
Attention: Juergen Fehr

And to: Kilpatrick Townsend & Stockton LLP  
4208 Six Forks Road, Suite 1400  
Raleigh, North Carolina 27609  
Attn: John Livingston

or at such other address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given.

21. Memorandum of Lease. Landlord and Tenant agree that this entire Lease shall not be recorded. However, contemporaneously with the full execution of this Lease, Landlord and Tenant shall execute and record (to be recorded at Tenant's expense) a memorandum of this Lease consistent with the form attached hereto as Exhibit D, specifying the Effective Date, the Expiration Date, the Extension Terms granted herein, and such other provisions hereof as the parties may mutually agree to incorporate therein, which memorandum of lease shall be in form sufficient to publish notice and protect the validity of this Lease and Tenant's rights hereunder. The memorandum of lease shall be recorded in the Public Registry in the County in which the Land is located.

22. SNDA. No later than the Rent Commencement Date, Landlord shall provide to Tenant a subordination, non-disturbance, and attornment agreement from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Land or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Tenant's rights under this Lease in form and substance acceptable to Tenant. With respect to any future beneficiary of a mortgage or deed of trust, Landlord shall request of such beneficiary a subordination, non-disturbance, and attornment agreement in such form as is acceptable to Tenant for the benefit of Tenant.

23. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

24. Invalidity of Particular Provisions. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25. Landlord's Warranties and Representations. Landlord hereby agrees with, and warrants and represents to Tenant as follows:


(a) Landlord is the owner of the Premises with full right and authority to execute this Lease and to lease the Premises to Tenant in accordance with the terms hereof;

(b) the Premises are free from environmental contamination of any sort and complies with any and all applicable laws, rules, regulations and recorded documents;

(c) Landlord has not received any notice of condemnation, zoning change or legal noncompliance relating to the Premises;

(d) Landlord will not institute or consent to any rezoning of the Premises during the Term (other than rezonings requested by Tenant);

(e) Landlord shall not further encumber the title to the Premises during the Term provided however Landlord shall be allowed to grant a mortgage or deed of trust against its fee interest provided that for any future beneficiary of a mortgage or deed of trust, Landlord shall request of such beneficiary a subordination, non-disturbance, and attornment agreement in such form as is acceptable to Tenant for the benefit of Tenant. Landlord acknowledges and agrees that access to sunlight is essential to the value to Tenant of the rights granted hereunder and is a material inducement to Tenant in entering into this Lease. Accordingly, Landlord shall not cause or, to the extent within Landlord's control, permit any property then owned or controlled by Landlord in the vicinity of the Premises, or any uses or improvements thereon, to impair Tenant's Intended Use of the Premises (for example, and without limiting the generality of the foregoing, Landlord shall not cause or permit any cell towers, water towers, billboards, silos or any other structures to be placed or constructed thereon that may obstruct the sunlight that otherwise would reach the solar panels located on the Premises, or that may cast shade or shadows upon the solar panels located on the Premises or any portion thereof). If Landlord becomes aware of any potential activity on any adjacent or nearby parcel of land that could diminish the access to sunlight at the Energy Facilities, Landlord shall use its best efforts (i) to timely advise Tenant of such information and (ii) with respect to any adjacent or nearby parcel of land then owned or controlled by the Landlord, to reasonably cooperate with Tenant in taking measures to preserve the levels of sunlight at the Facilities that existed as of the date of this Lease.



(f) the Land is free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants;

(g) Landlord has not and, to the best of Landlord's knowledge, its predecessors in title and Landlord's tenants have not used, manufactured, stored or released hazardous substances on, in or under the Land other than the application of certain materials in the ordinary course of farming the Premises and adjoining property (such as pesticides, herbicides, fertilizer, and other agricultural material).

(h) there are no service or maintenance contracts affecting the Premises for which Tenant may be obligated or liable for;

(i) there are no delinquent or outstanding assessments, liens or other impositions levied or assessed against the Premises;

(j) except for this Lease, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Land, whether written or oral, recorded or unrecorded;


(k) Landlord is not in the hands of a receiver nor is an application for such a receiver pending;

(l) Landlord has made no assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; and

(m) Within five (5) days after the full execution of this Lease, Landlord shall provide copies of the following to Tenant: any notices of any statute or code violation pertaining to the Premises; all "Phase I" and other environmental assessment reports for the Premises in Landlord's possession or control; Landlord's most recent survey and title insurance policy relating to the Premises; any governmental permits for the Premises and any other documentation in Landlord's possession relating to the Premises.

26. Brokerage Commission. Neither Landlord nor Tenant knows of any real estate brokers or agents who are or may be entitled to any commission or finder's fee in connection with this Lease. Each party hereto agrees to indemnify, defend and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, fees for legal counsel and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent.

27. Ownership of Solar Energy and Attributes; Tax Credits and Incentives. Landlord hereby acknowledges and agrees that Landlord shall have no ownership or other interest in (and Tenant is the sole and exclusive owner of) the solar farm and all related generation, transmission and interconnection facilities (the "Energy Facilities") installed on the Premises



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28. Easements.

(a) Operations Easements. Upon Tenant's request, Landlord shall irrevocably grant and convey to Tenant, for the Term, the following easements from the Land and across any property, with Landlord's approval, owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land or within the Do Not Disturb area (the "Adjacent Property"), for the benefit of Tenant (collectively, the "Easements") which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

(i) An exclusive easement for electrical interconnection purposes;

(ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;

(iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from lands adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time;

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; and (C) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

(b) Recording. The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

(c) Compensation for Easements on Adjacent Property. To the extent that any Easements are granted to Tenant pursuant to this Section 28 on Adjacent Property, Tenant shall compensate Landlord for such Easements by paying the Landlord as additional rent under this Lease the amount that would be required to be paid if the unusable area of such Easements were part of the Premises.

(d) Landlord Easements. To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Premises, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use

of the same. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

(e) Tenant Easements. Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any Adjacent Property owned by Landlord subject to Landlord's approval ) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

29. Tenant's Access. Tenant, and Tenant's agents, guests, subtenants and designees shall have access to the Premises at all times during the Term. Neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises, except in the case of an emergency. Further, this Lease shall entitle Tenant, at Tenant's discretion, to install, use and maintain a permanent gravel commercial driveway within the Premises and a second temporary construction driveway within the Premises providing access to the Premises from adjoining roads in accordance with Kentucky Department of Transportation standards.

30. Landlord's Access. Landlord hereby reserves for itself the right to access adjoining property owned by Landlord that would not have access to a public roadway otherwise over a twenty foot (20') wide path over the Premises in a location to be determined by Tenant (the "Landlord Access") subject to the terms of this Section 30. Tenant shall also have the right to use the Landlord Access for the benefit of the Premises. Landlord shall only use the Landlord Access for the benefit of Landlord's adjoining property as currently being used and such access shall only commence after 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). Notwithstanding anything to the contrary, Tenant may consent in writing, such consent not to be unreasonably withheld, to Landlord's use of the Landlord Access for specific tasks of limited duration prior to 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). Landlord shall not use the Landlord Access in any manner that interferes with Tenant's operations pursuant to this Lease or enjoyment of Tenant's rights granted under this Lease. Landlord shall promptly restore any damage caused by Landlord's use of the Landlord Access. Tenant shall install a gate on such Landlord Access. After Landlord's right to use the Landlord Access commences, Tenant shall provide Landlord a copy of any key to the gate, and Landlord may use the gate but shall keep such gate closed and locked at such times as Landlord is not using the Landlord Access. Additionally, Landlord shall be solely responsible, at Landlord's sole cost and expense, for the maintenance, repair, replacement, and improvement of the Landlord Access unless the need for any maintenance or repair is caused by the use of the Landlord Access by Tenant, in which case the Tenant shall perform such maintenance or repair. Landlord shall perform all such maintenance, repair, replacement, and improvement in a good and workmanlike manner that minimizes interference with Tenant's operations pursuant to the Lease or Tenant's rights granted pursuant to the Lease. [REDACTED]

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31. Confidentiality. All information acquired by Landlord or any of its designated representatives (including by way of example, but not in limitation, the officers, directors, shareholders and employees of Landlord, and Landlord's consultants, counsel, lenders, and the officers, directors, shareholders and employees of each of them) with respect to Tenant, including, without limitation, with respect to the terms of this Lease (collectively, the "Confidential Information") shall be used solely for purposes of negotiating and fulfilling the terms of this Lease and for no other purpose whatsoever. All Confidential Information that is not published as public knowledge or that is not generally available in the public domain shall be kept in strict confidence by Landlord and shall not be disclosed to any individual or entity other than to those authorized representatives of Landlord who require any portion of the Confidential Information to assist Landlord in its negotiation and fulfillment of the terms of this Lease and who Landlord has bound to a confidentiality agreement requiring such party's compliance with the terms of this Section 31; provided, however, that Landlord shall have the right to disclose any such information if required by applicable law or as may be necessary in connection with any court action or proceeding with respect to this Lease. Tenant shall have all rights and remedies available to it at law and in equity, including, without limitation, injunctive relief or a suit for damages, in the event of Landlord's breach of this Section 31.

32. Amendment; Entire Agreement; Interpretation. This Lease may only be amended or modified by a written instrument signed by both Landlord and Tenant. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. This Lease shall create the relationship of landlord and tenant between the parties. Nothing herein shall be deemed to create any partnership, joint venture, or agency relationship between the parties. Neither party shall make any representation or statement (whether oral or written) to any person or entity inconsistent with this provision. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others. Time is of the essence of this Lease. This Lease shall not be binding (and not deemed an offer, reservation, or option to Lease) until executed by both Landlord and Tenant.

33. Execution by Landlord and Tenant. Landlord and the undersigned person executing this Lease represent and warrant that the undersigned person executing this Lease on behalf of Landlord has due and proper authority to do so and to bind Landlord to this Lease and all terms, covenants and conditions thereof and that this Lease is a legal, valid, and binding obligation of Landlord enforceable in accordance with its terms. If Landlord and/or Tenant is a limited liability company, this Lease must be executed by one or more of the authorized manager(s) as evidenced by a copy of the duly filed Articles of Organization (LLC-1), in which event a conformed copy of the filed Articles of Organization (LLC-1) must be attached to this Lease.

34. Counterparts and Email/PDF. This Lease may be executed in counterpart or by emailing .pdf or other compressed digital files, or any combination of the foregoing. All counterparts together shall constitute one and the same Lease.

35. Estoppel. Within fifteen (15) business days after written request therefor by Tenant, Landlord agrees to deliver a certificate to Tenant, Tenant's lender (if applicable) and any proposed purchaser of the ownership interests of Tenant (if applicable), in a commercially reasonable form (subject to reasonable modification by any applicable purchaser or Tenant's lender) to Tenant's lender or to any

proposed purchaser and/or to Tenant setting forth the terms of the Lease, the absence of default thereunder, and such other reasonable terms requested by Tenant, lender or purchaser. In the event Landlord fails to respond within such fifteen (15) business day period, then, in addition to such failure constituting an event of default, all matters set forth in the estoppel certificate shall be deemed to be true, accurate and complete.

36. Leasehold Financing.

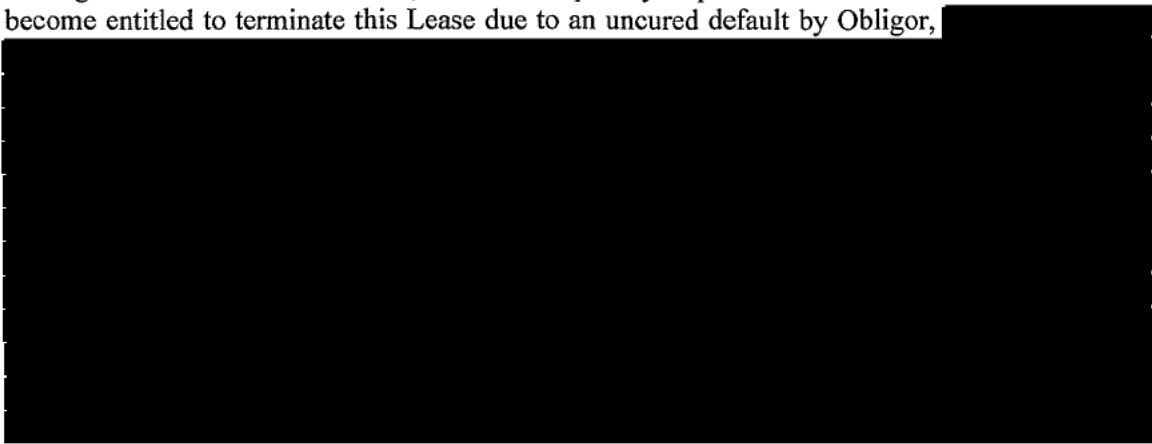
(a) Tenant, any successor or assignee of Tenant, or any holder of a sublease or license (each hereinafter sometimes referred to as an "**Obligor**") may at any time mortgage, pledge, or encumber to any entity (herein, a "**Lender**") all or any portion of the Obligor's rights and interests under this Lease or such sublease or license, in each case without the consent of Landlord (for the avoidance of doubt, such Obligor shall not be authorized to encumber Landlord's fee interest in the Premises or Land. For purposes of this Lease, each entity which now or hereafter is the recipient or beneficiary of any such mortgage, pledge, or encumbrance and whose lien or encumbrance is now or hereafter recorded in the official records of the County in which the Premises is located, shall be referred to in this Lease as a "**Lender**").

(b) Tenant and Landlord expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in subsection (a) above, then notwithstanding any other provision of this Lease to the contrary:

(i) Landlord and Tenant will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of this Lease, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender, without such Lender's consent.

(ii) Each Lender shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Lease by the Obligor that is party to such Lender's mortgage, pledge or encumbrance, and any such action performed by such Lender shall be as effective to prevent or cure a default under this Lease and/or a forfeiture of any of such Obligor's rights under this Lease as if done by such Obligor itself.

(iii) The right of a Lender to receive notices and to cure Obligor's defaults pursuant to the provisions of this subsection (b) shall be available only to those Lenders which shall have notified Landlord in writing of their name and address, regardless of whether the specific provision in question expressly so states. No default which requires the giving of notice to Obligor shall be effective unless a like notice is given to all Lenders which have previously notified Landlord in writing of their name and address, and have expressly requested such notice. If Landlord shall become entitled to terminate this Lease due to an uncured default by Obligor,



*0/8*

[REDACTED]  
[REDACTED]  
[REDACTED] Upon the sale or other transfer by any Lender of its interest in the Lease or Premises, such Lender shall have no further duties or obligations hereunder. If there is a Subordination, Nondisturbance and Attornment Agreement ("SNDA") entered into between Landlord and any Lender, in the case of any conflict between this Section 36 and such SNDA, the terms of the SNDA shall govern.

(iv) In case of the termination or rejection of this Lease as a result of any default hereunder or the bankruptcy, insolvency or appointment of a receiver in bankruptcy, Landlord shall provide prompt notice thereof to the Lenders which have previously notified Landlord in writing of their name and address, and have expressly requested such notice. Upon written request of the Lender that is the beneficiary of the first priority security interest in the Tenant's interest under this Lease, made within forty (40) days after notice to such Lender of such rejection or termination, Landlord shall enter into a new lease agreement with such Lender, or its designee or assignee, within twenty (20) days after the receipt of such request. Such new lease agreement shall be effective as of the date of the termination or rejection of this Lease, upon the same terms, covenants, conditions and agreements as contained in this Lease for the remaining term of the original Lease before giving effect to such termination or rejection. Landlord shall have no rights to terminate such new lease based upon defaults occurring prior to the execution of the new lease. Landlord hereby agrees with and for the benefit of the Lenders that the provisions of this subsection shall survive termination, rejection or disaffirmation of the Lease, whether by default or as a result of the bankruptcy, insolvency or appointment of a receiver in bankruptcy and shall continue in full force and effect thereafter to the same extent as if this subsection were a separate and independent instrument. It is the intent of the parties hereto that any such new lease shall have the same priority as this Lease.

(c) There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including the Lenders) having an interest in the Lease or in the estate of Landlord and Tenant shall join in a written instrument effecting such merger and shall duly record the same.

(d) Landlord shall, at Tenant's or a Lender's request, but at no cost to Landlord, provide to Tenant and such Lender (i) confirmation that such Lender is a "**Lender**" for purposes of this Lease, (ii) a consent and estoppels acknowledging the Lender's mortgage or other lien or encumbrance, confirming the continuing effectiveness of this Lease, identifying any modifications hereto and any breaches or defaults hereunder, and containing such other information and agreements as Tenant or such Lender may reasonably request, and (iii) such other certificates or affidavits as Tenant, such Lender or any title company selected by either Tenant or such Lender may reasonably request. Landlord shall duly execute and return same to Tenant and/or Lender within ten (10) days of Tenant's or Lender's request therefor. Should Landlord fail to timely execute and deliver the consent and estoppel, then Tenant and/or Lender may rely on the contents thereof and the consent and estoppel shall be conclusively binding upon Landlord.

37. Mineral Rights. Landlord hereby agrees that it will not take any action in connection with the extraction of subsurface minerals located below the Land that will interfere with Tenant's use of the Land in connection with the terms and conditions of this Lease nor will it grant anyone any rights with respect to the subsurface minerals located below the Land that would allow them to take any action in connection with



the extraction of the same that would interfere with Tenant's use of the Land in connection with the terms and conditions of this Lease.

[REMAINDER OF PAGE BLANK. SIGNATURE PAGE FOLLOWS.]

Handwritten initials or signature in the bottom right corner of the page.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease under seal as of the day and year first above written.

**LANDLORD:**

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

By: Kent Bradford  
Name: Kent Bradford  
Title: member manager

**TENANT:**

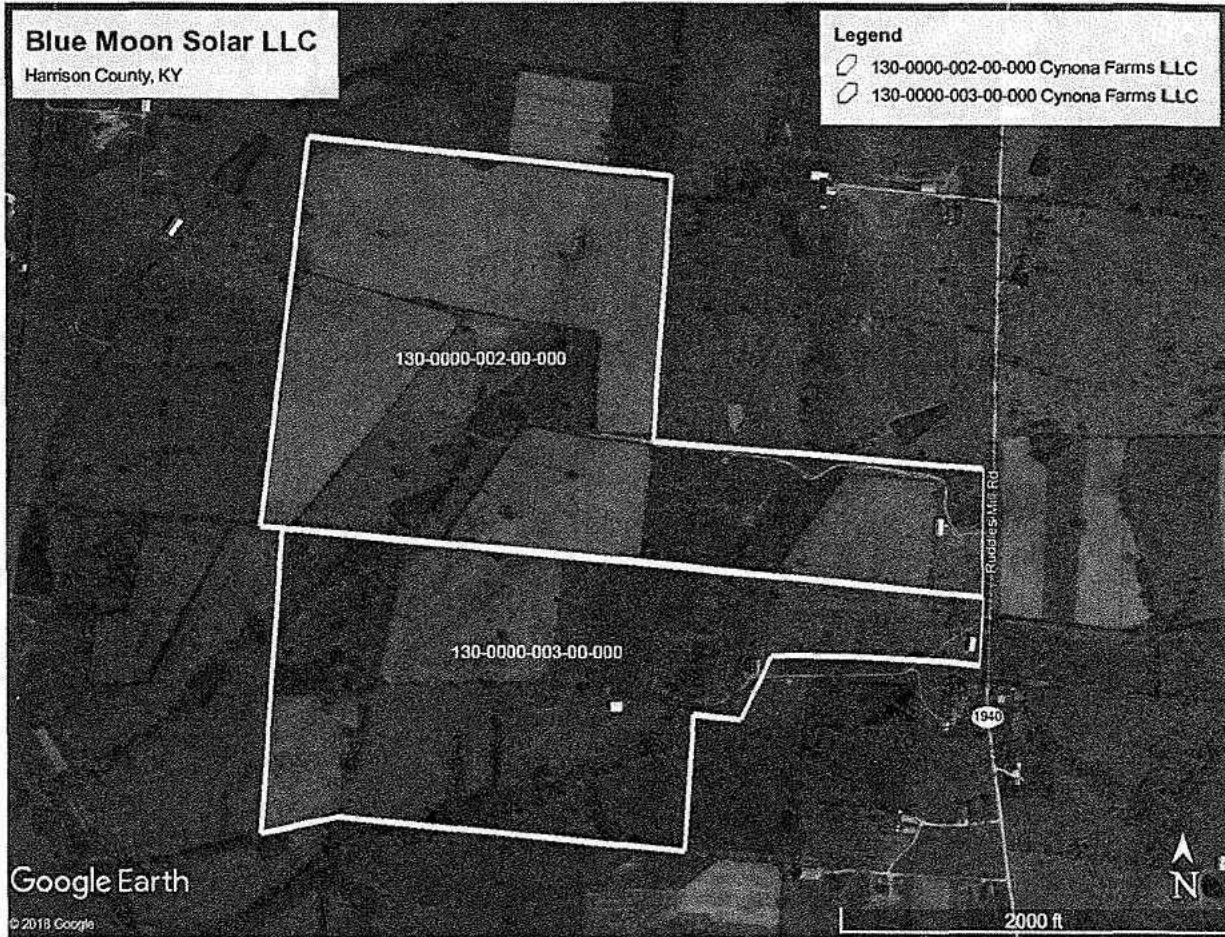
**BLUE MOON SOLAR LLC**, a Kentucky limited liability company

By: [Signature]  
Name: WILSON FELIX  
Title: MANAGER

D/S

**Exhibit B**

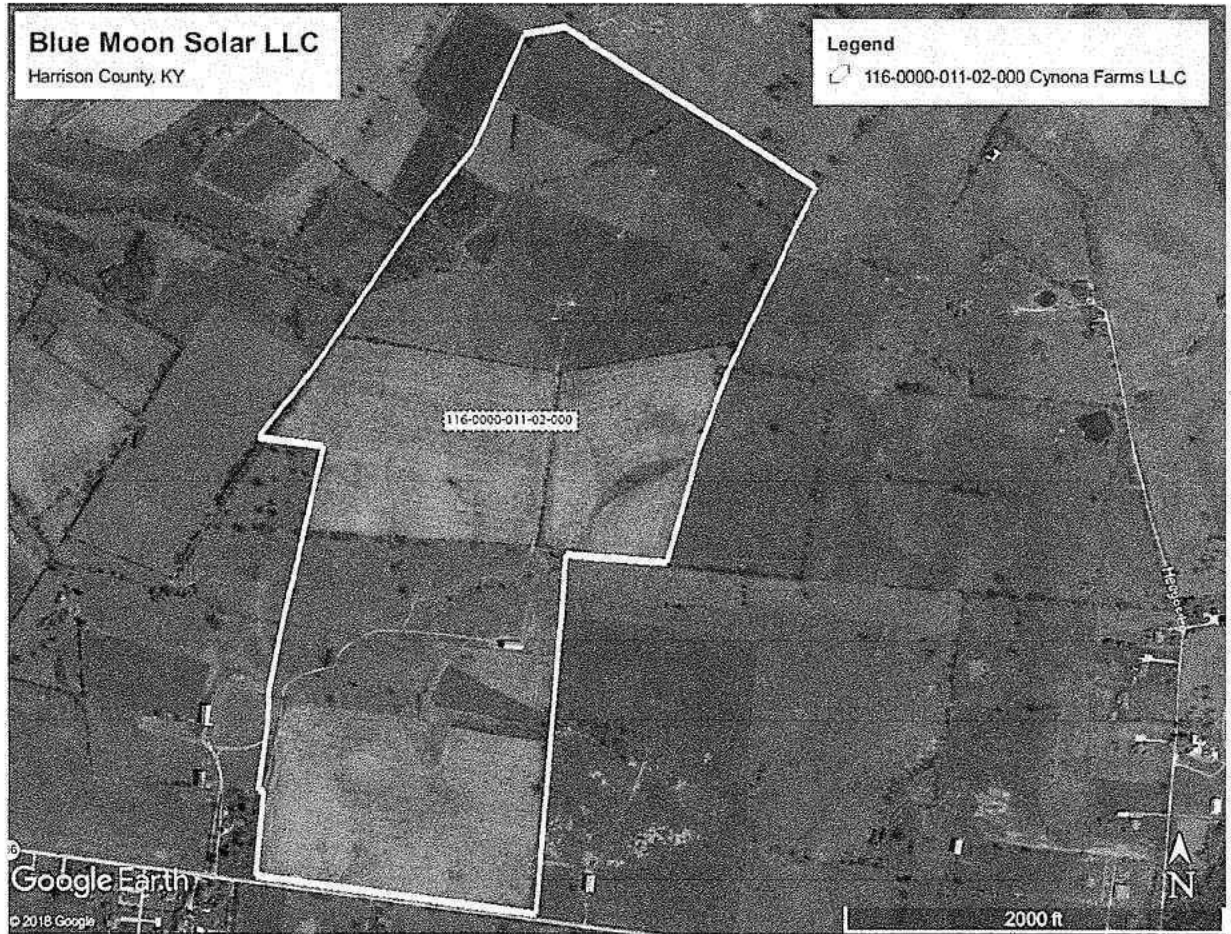
Location of the Land



*0/3*

**Exhibit B (continued)**

**Location of the Land**



*0/8*

**Exhibit B.1**

**Property Excluded from Premises**  
**"Do Not Disturb Area"**

The Do Not Disturb Area is marked as shown in the map below.

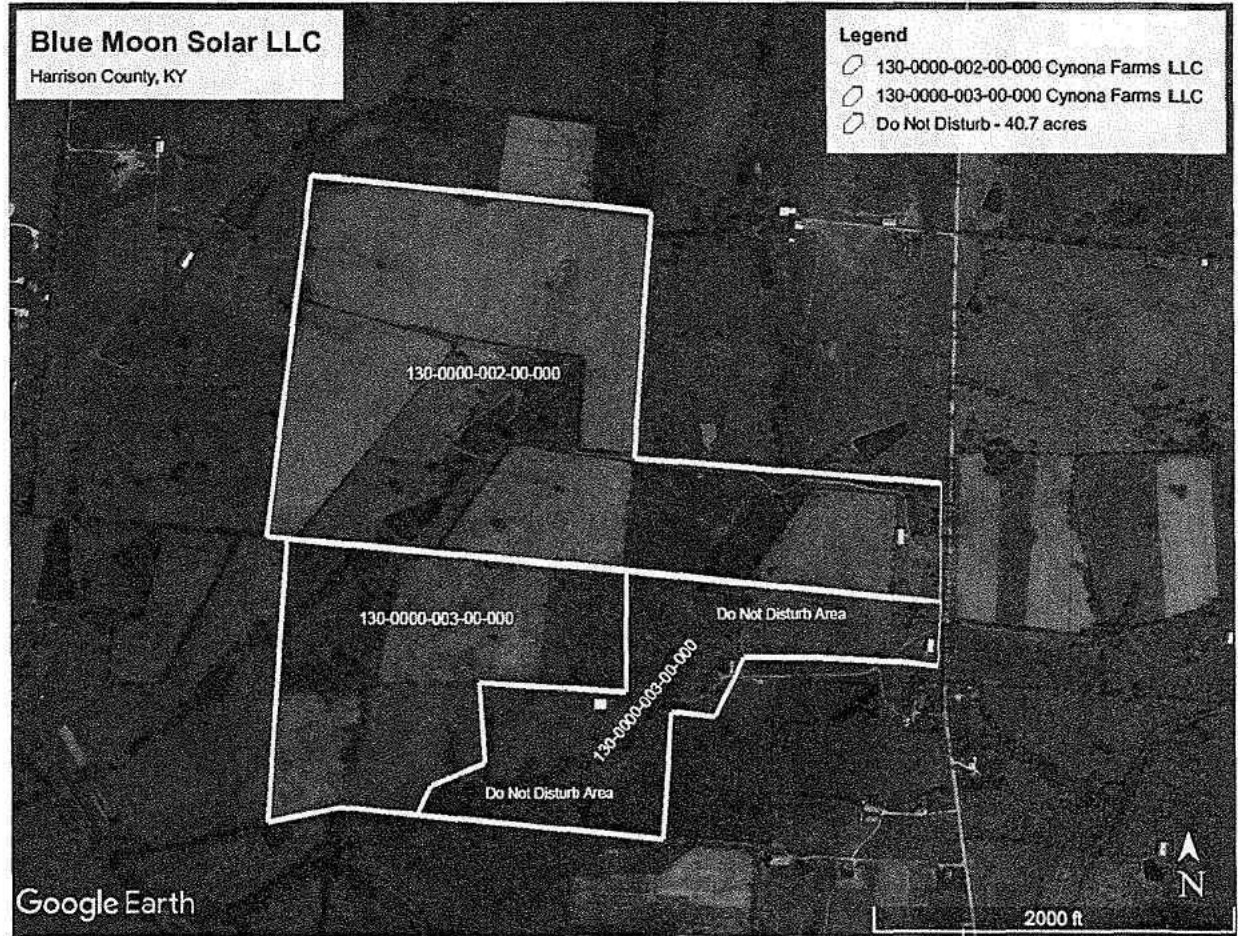


EXHIBIT C

Template Decommissioning Plan

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

*O/S*

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Handwritten initials or signature, possibly 'S/B', in the bottom right corner.

## **Exhibit D**

### **Template of Memorandum of Lease**

#### **MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT**

This Memorandum of Solar Ground Lease Agreement (“Memorandum”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between CYNONA FARMS LLC, a Kentucky limited liability company (“Landlord”), and BLUE MOON SOLAR LLC, a Kentucky limited liability company (“Tenant”).

1. Landlord and Tenant entered into that certain Solar Ground Lease and Agreement dated \_\_\_\_\_ (the “Lease”), demising the property more particularly described on Exhibit A hereby incorporated by this reference (the “Land”). Exhibit A includes a more detailed description of the Land than Exhibit A to the Lease. Exhibit A to this Memorandum is intended to replace Exhibit A to the Lease.
2. The term of the Lease commences upon the date of the Lease and expires on the date that two hundred forty (240) months following the Rent Commencement Date (as such term is defined in the Lease and which Rent Commencement Date shall be no later than December 31, 2023), subject to extensions described below.
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, including without limitation for energy storage, and the defined term “Intended Use” as used in the Lease shall include such uses. The defined term “Energy Facilities” as used in the Lease shall include energy storage facilities and related improvements and equipment.
5. Landlord hereby waives 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 Property.
6. 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 except as set forth in Paragraphs 1, 4 and 5 hereof. In the event of a conflict between this Memorandum and the Lease, this Memorandum shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.
7. 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]*

**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: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_, 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

*ofj*



**EXHIBIT A**

Land

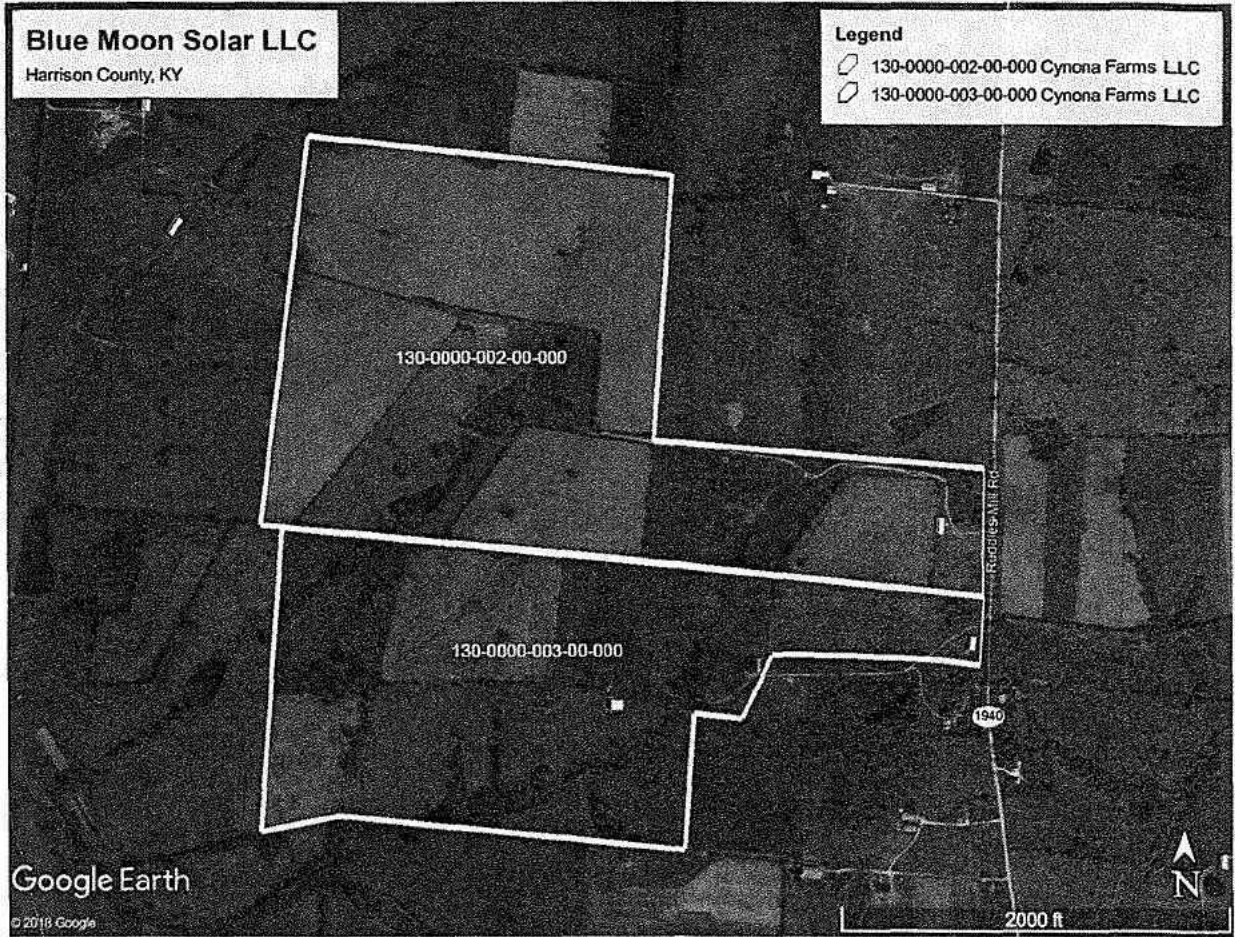
The following real property as described in [Book \_\_, Page \_\_\_ of the Official Records of Harrison County, Kentucky]:

[INSERT LEGAL DESCRIPTION FROM TITLE COMMITMENT]

*dfs*

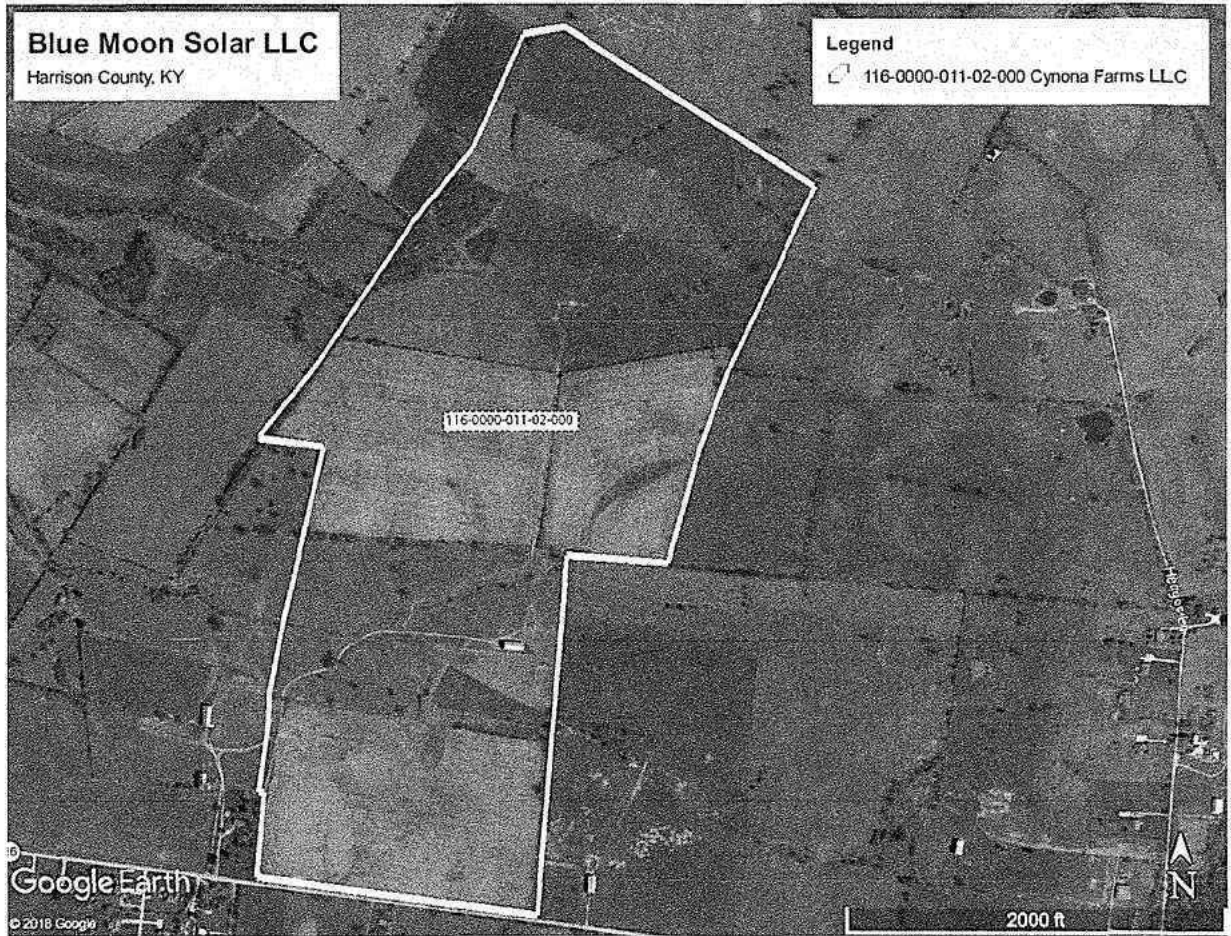
**EXHIBIT B**

[Map of Land]



*SJR*

**EXHIBIT B (continued)**



D/S

**OPTION AGREEMENT FOR THE SALE AND  
PURCHASE OF REAL PROPERTY**

This Option Agreement for sale and purchase of real property (the "Agreement") is made and entered into as of the last date of execution by each party to this Agreement set forth on the signature pages below (the "Effective Date") by and between **RICHARD MIDDEN, a married person**, whose mailing address is 579 Shady Nook Pike, Cynthiana, Kentucky 41031 (hereinafter "Seller") and **BLUE MOON SOLAR LLC**, a Kentucky limited liability company having an address of 7804-C Fairview Rd. #257, Charlotte, NC 28226, (hereinafter the "Purchaser").

**WITNESSETH:**

Upon the terms and conditions more particularly set forth herein and in consideration of the mutual and dependent covenants contained herein, the parties do hereby contract and agree as follows:

**A. GRANT OF OPTION; EXTENSION AND EXERCISE OF OPTION**

**1. Grant of Option.** Subject to the terms and conditions hereinafter set forth, Seller hereby grants to the Purchaser an option to purchase (the "Option" or "option") in the manner hereinafter provided, (a) a portion of that certain real property more particularly described on Exhibit A attached hereto and incorporated herein consisting of [REDACTED] shown as Parcel C and Parcel D on an aerial photograph attached hereto as Exhibit A-1 and including a strip of land approximately 50 feet in width extending from Parcel D to the Shady Nook Pike at the location shown on the aerial photograph attached as Exhibit A-1 (the "Land"); together with all of Seller's right, title and interest in all rights, easements, rights-of-way and other interests appurtenant thereto including, but not limited to, any streets or other public ways adjacent to such Land and any development rights, water rights or mineral rights owned by, or leased to, Seller (the "Appurtenances"); (b) all improvements located on such Land, if any (all such improvements being collectively referred to herein as the "Improvements"); and (c) all trademarks, trade names, permits, approvals, and entitlements and other intangible Property used in connection with the foregoing, including, without limitation, all of Seller's right, title and interest in any and all warranties and guaranties relating to the above-described property (collectively, the "Intangible Personal Property"). The "Property" shall mean collectively the Land, the Appurtenances, the Improvements and the Intangible Personal Property. The exact amount of acreage of the Land to be purchased by the Purchaser will be determined in the manner set out in this Agreement.

**2. Option Term.** Upon delivery of the initial option consideration as hereinafter set forth in Section B below, the Purchaser shall have an option to purchase the Property upon the terms and conditions, and for the purchase price, set forth in Section D hereof. The duration of the initial option shall commence on the Effective Date (as defined herein) and shall end [REDACTED]

RM [Signature]



[REDACTED]

[REDACTED]

[REDACTED]

3. **Exercise.** The option shall be exercised by Purchaser's delivery to Seller of written notice (the "Notice of Exercise") prior to the expiration of the Option Term [REDACTED]

[REDACTED], which delivery shall be deemed made when personally delivered to Seller or upon deposit in the United States mail, registered or certified mail, postage prepaid, and properly addressed to Seller at the address set forth above specifying the Purchaser's election to exercise the option. Seller shall execute and return to Purchaser an acknowledgement of the Notice of Exercise within seven (7) days of receipt thereof, provided, however that Seller's acknowledgment shall in no event be a condition precedent to the effectiveness of Purchaser's Notice of Exercise. From and after Purchaser's exercise of the Option, the term "Land" shall include only such portion of the Land that Purchaser specifies it will purchase in the Notice of Exercise (and all defined terms which incorporate the term "Land" in their definitions, such as the defined term "Property", shall then incorporate such reduced definition of the term "Land"). Purchaser is under no obligation to exercise the option and is under no obligation to purchase the Property unless Purchaser elects to exercise the option in the manner set out herein. If Purchaser fails to exercise the option as herein provided [REDACTED]

[REDACTED]

[REDACTED]

4. **Termination.** Notwithstanding anything in this Agreement to the contrary, Purchaser shall have the right to terminate this Agreement at any time prior to [REDACTED] in its sole and absolute discretion and for any or for no reason whatsoever. Except as provided herein, upon such termination, [REDACTED]

[REDACTED], and neither party shall have any further rights or obligations hereunder except as otherwise specified in this Agreement. If this Agreement is terminated as provided herein, Purchaser shall have no further obligation to pay any option consideration that has a payment date that is on or following the date of such termination.

5. **Closing.** In the event the Purchaser exercises the option in the manner set forth in Paragraph 3 hereof, the closing (the "Closing" or "closing") for the Property shall be within sixty (60) days from the later to occur of: (a) the date of the Notice of Exercise of the option; (b) the

2 RM [Signature]

date that Purchaser has obtained all the Approvals (defined below) to complete the Subdivision (defined below), and, if required in connection with such Subdivision, recorded the Plat in the official records where the Land is located (the "Official Records"), or (c) a date that is mutually agreed by Purchaser and Seller in writing (the "Closing Date or "closing date"). The Closing shall be an escrow closing with all documents required for closing delivered before Closing in escrow to the offices of the Title Company (as defined herein).

**B. OPTION PRICE**

6. [REDACTED]

7. [REDACTED]

8. [REDACTED]

9. **Option Payments.** All option payments shall be made by check payable to Seller and shall be hand-delivered to Seller or mailed to Seller by registered or certified mail or overnight courier at the address set forth above. [REDACTED]

10. [REDACTED]

**C. DUE DILIGENCE AND TIME FOR SATISFACTION OF CONDITIONS**

11. **Right of Access.** Purchaser shall have the right to access the Property immediately following the Effective Date and through the closing date or earlier termination of this Agreement for the purpose of satisfying itself with respect to the representations, warranties and covenants of Seller contained herein and with respect to the satisfaction of any Condition Precedent (as defined

in Paragraph 18 below) and Purchaser's due diligence with respect to the Property, including, without limitation, measurement of meteorological characteristics of the Property which may require the installation of a meteorological station, conducting of geotechnical tests, any environmental site assessments of the soils, waters and improvements on the Property pursuant to Paragraph 13 hereof. With prior notice to Seller, Seller shall (and shall cause Seller's tenants, if any, to) allow Purchaser access to the Property for purposes of evaluating the state of wetlands or wildlife habitats on the Property. Seller shall provide to Purchaser copies of all existing and proposed easements, covenants, restrictions, agreements or other documents which affect title to the Property that are actually known by Seller and are not recorded (collectively, "**Undisclosed Encumbrances**"), including but not limited to any existing above ground or below ground irrigation pipes, water wells, pumps, gas lines, and electrical service lines serving the Property.

**12. Seller's Continued Use of Property.** During the Option Term, subject to Purchaser's rights set forth in this Agreement, Seller may continue to use or lease the Property. All existing Leases shall be terminated by Seller [REDACTED] effective prior to the Closing and Seller shall deliver possession of the Property free and clear of any interests or rights of tenants, licensees, or other occupants in possession. Seller has the option to remove any of Seller's structures or improvements, including without limitation, the tobacco barn, from the Property prior to the Closing. Seller shall (and shall cause Seller's tenants, if any, to) remove all personal property, motor homes, junk, trash, and similar property from the Property on or before the date that is seven (7) days prior to the Closing Date. If Seller fails to remove such property from the Property by such date, and Purchaser chooses to proceed with the Closing, Seller hereby grants all right title and interest in such property to Purchaser, and Purchaser shall have the right to cause the removal of such property prior to or after the Closing Date, [REDACTED]

[REDACTED] Following the Effective Date, Seller shall not agree to or allow any other lien, encumbrance, easement or other exception or matter to affect the Property, title thereto or the Survey (collectively, "**New Matter**"), without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that if such New Matter would remain in effect after Closing, such consent may be withheld in Purchaser's sole and absolute discretion.

**13. Title and Survey Review.**

a. On or prior to the date that is [REDACTED] after the Effective Date (the "**Title Diligence Date**"), Purchaser may notify Seller in writing of any matters appearing in a preliminary title report of the Property prepared by the national title insurance company authorized to do business in the Commonwealth of Kentucky selected by Purchaser (the "**Title Company**"), including but not limited to, the existence of utility easements owned by any utility doing business within the Commonwealth of Kentucky (collectively, the "**Title Objections**"). Seller shall have seven (7) days after receipt of the Title Objections ("**Seller's Title Response Deadline**") to notify Purchaser in writing that Seller (a) will cause, or (b) elects not to cause, any or all Title Objections disclosed therein to be removed or otherwise cured prior to Closing. Seller's failure to notify Purchaser within such seven (7) day period as to any Title Objections shall be deemed an election by Seller not to remove or otherwise cure such Title Objections. If Seller notifies or is deemed to have notified Purchaser that Seller will not remove or otherwise cure any or all of the Title Objections, Purchaser shall have until the later of the Title Diligence Date or five (5) days after

4 Rm [Signature]

Seller's Title Response Deadline to (i) terminate this Agreement [REDACTED] or (ii) waive such Title Objections (failure of Purchaser to provide Seller notice of either (i) or (ii) above shall be deemed a waiver by Purchaser of such Title Objections).

b. On or prior to the date that is [REDACTED] prior to the expiration of the Initial Option Term (the "**Survey Diligence Date**"), Purchaser may notify Seller in writing of any objections related to any matters revealed by a current survey of the Property, including but not limited to any existing above ground or below ground irrigation pipes, water wells, pumps, gas lines, and electrical service lines serving the Property, including but not limited to, the existence of utility easements owned by any utility doing business within the Commonwealth of Kentucky (collectively, the "**Survey Objections**"). Seller shall have seven (7) days after receipt of the Survey Objections ("**Seller's Survey Response Deadline**") to notify Purchaser in writing that Seller (a) will cause, or (b) elects not to cause, any or all Survey Objections disclosed therein to be removed or otherwise cured prior to Closing. Seller's failure to notify Purchaser within such seven (7) day period as to any Survey Objections shall be deemed an election by Seller not to remove or otherwise cure such Survey Objections. If Seller notifies or is deemed to have notified Purchaser that Seller will not remove or otherwise cure any or all of the Survey Objections,

c. Notwithstanding anything in this Agreement to the contrary, Seller shall in any event be obligated to cure (and cause to either be removed from record or endorsed over, subject to Purchaser's approval thereof) any and all of the following matters: (x) mortgage liens, deed of trust liens, judgement liens or any other monetary lien against the Property, (y) mechanics' liens against the Property, and (z) delinquent liens for real estate taxes and assessments. [REDACTED]

[REDACTED] If Seller elects to remove or otherwise cure the Title Objections and/or Survey Objections, Seller shall remove or otherwise cure such Title Objections and/or Survey Objections on or before the Closing.

**14. Environmental Review.** Purchaser shall have the right to conduct any environmental testing on the Property as desired by Purchaser. Any such testing shall be as needed to make a determination regarding hazardous substances on the Property to the satisfaction of Purchaser and in Purchaser's sole discretion. Purchaser shall fill any holes in the ground necessitated by such testing and shall not create any dangerous or unsightly condition on the Property. In the event that as a result of such testing, hazardous substances are found on the Property, and Purchaser gives written notice of such hazardous substances objectionable to Purchaser ("**Hazardous Materials Objections**") to Seller [REDACTED], Seller shall have seven (7) days after receipt of Purchaser's notice (the "**Environmental Response Deadline**") to notify Purchaser in writing that Seller (a) will cause, or (b) elects not to cause, any or all Hazardous Materials Objections to be remediated or otherwise cured prior to Closing. Seller's failure to notify

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Purchaser on or before the Seller Environmental Response Deadline as to the Hazardous Materials Objections shall be deemed an election by Seller not to remediate or otherwise cure any of the Hazardous Materials Objections. If Seller notifies or is deemed to have notified Purchaser that Seller will not remediate or otherwise cure any or all of the Hazardous Materials Objections, Purchaser shall have until the date that is thirty (30) days after the Seller Environmental Response Deadline to (i) terminate this Agreement [REDACTED] or (ii) waive such Hazardous Materials Objections [REDACTED]. Failure of Purchaser to provide Seller notice of either (i) or (ii) above shall be deemed a waiver by Purchaser of such Hazardous Materials Objections). The term "hazardous substances" in this Agreement shall mean "hazardous substances", "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or words of similar import as defined by any applicable federal or state law or regulation including, without limitation, the Comprehensive Environmental Recovery Compensation and Liability Act, 42 USC § 9601 et seq. and the Resource Conservation Recovery Act, 42 USC §6901 et seq. and petroleum, petroleum distillates and products, oil, flammable explosives, radioactive materials, asbestos in any form, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls in any concentrations, and radon gas and any other chemical, material, substance, or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental or regulatory authority. If Seller elects to remediate or otherwise cure such Hazardous Materials Objections or Subsequent Defects (defined below), Seller shall perform such remediate or cure in compliance with all applicable laws on or before the Closing.

[REDACTED]

**15. Subsequent Defects.**

a. It is understood that should defects in the title or hazardous substances ("Subsequent Defects") be discovered by Purchaser after the expiration of the Title Diligence Date or Initial Option Term (as applicable) [REDACTED]

[REDACTED]

[REDACTED] If the cause of the Subsequent Defects is due to no fault of Purchaser, then Purchaser may send notice to Seller of such defects ("Subsequent Notice"), and Seller shall have seven (7) days after receipt of the Subsequent Notice to notify Purchaser in writing whether Seller will cause or elects not to cause any or all of the Subsequent Defects to be remediated or otherwise cured (as applicable) before Closing. Seller's failure to respond in writing to Purchaser's Subsequent Notice shall be deemed Seller's election not to cause the removal or other cure of the objections set forth in the Subsequent Notice. If Seller notifies or is deemed to have notified Purchaser that it elects not to cause the removal or other cure of the objections set forth in the Subsequent Notice, Purchaser shall have seven (7) days after the expiration of Seller's seven (7) day period to either (i) waive the objections set forth in Purchaser's

Subsequent Notice and, if the Option Term has expired, proceed to the Closing or (ii) terminate this option. Notwithstanding anything to the contrary, if Purchaser submits a Subsequent Notice to Seller prior to the expiration of the Initial Option Term, as may be extended, the deadline for payment of any option consideration or the last day of the Option Term (as applicable) shall be extended to the date that is thirty (30) days after Seller's seven (7) days response period to allow the objection and response procedure in this Paragraph to occur. If Seller elects to remediate or otherwise cure the Subsequent Defects, Seller shall remediate or otherwise cure such Subsequent Defects on or before the Closing.

b. Notwithstanding the foregoing, if the cause of such Subsequent Defect is due to Seller or any of its agents, contractors or tenants and Purchaser elects terminate the option as set forth in subsection (a)(ii) above, [REDACTED]

**D. TERMS AND CONDITIONS AND PURCHASE PRICE**

**16. Configuration of the Land.** If this option to purchase is exercised by Purchaser in accordance with the terms hereof, the following terms and conditions shall apply to the purchase and sale of the Property:

a. [REDACTED]

b. Purchaser shall, [REDACTED], legally divide the Land so as to create a separate parcel for the Land to be purchased by Purchaser (the "Subdivision").

c. Purchaser shall, [REDACTED], use commercially reasonable efforts to diligently apply for and seek all required approvals and satisfy all regulatory conditions and requirements, including but not be limited to, plat approval by the administrator of the Cynthiana Harrison County Berry Joint Planning and Zoning Commission (collectively, the "Approvals") and if required in connection with such Approvals record a subdivision map and/or plat in the Official Records (the "Plat").

d. Purchaser shall be responsible for any and all expenses of surveys, engineering and professional services required in completing the Subdivision.

e. All parties understand that the legal parcel that constitutes the Land after the Subdivision must have at least 50 feet of road frontage and that the road frontage will be substantially as shown on the aerial photograph attached hereto as Exhibit B ("Frontage"). In the Deed (as defined herein) Seller will retain an ingress-egress easement to use the existing gravel roadway located on the Frontage to access Seller's property that is adjacent to the Land after the subdivision ("Adjacent Property") which easement will be appurtenant to the Adjacent Property ("Seller's Reserved Easement"). Notwithstanding the foregoing, Seller hereby consents to

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Purchaser's access and placement of overhead and underground utilities over the Land burdened by Seller's Reserved Easement (including the Frontage) (collectively, the "Crossing Rights") so long as such Crossing Rights do not materially interfere with Seller's right of ingress and egress.

f. Seller shall fully support and cooperate with Purchaser in Purchaser's efforts to obtain approval of the Subdivision and shall to the extent necessary join in the signing of any application, filing, request, waiver, variance, subdivision map, plat, land use permit, or approvals which may be necessary or desirable to obtain subdivision approval including the execution of any deeds necessary to create separate parcels and satisfying any conditions of approval imposed by the approving jurisdiction together with any approvals and permits related to Purchaser's intended development of a solar photovoltaic power facility on the Property [REDACTED]

g. With respect to the Subdivision, Purchaser understands that any configuration of the Property must include the 50-foot strip providing road access to the Shady Nook Pike (the "Road Access") as shown on Exhibit A-1 and Purchaser shall not make any configuration of the Land which fails to include such Road Access.

h. Notwithstanding anything to the contrary, should the Property not be able to be subdivided pursuant to applicable state and local planning and zoning regulations or any other applicable laws, Purchaser shall have the right to terminate this Agreement in its entirety [REDACTED]

i. [REDACTED]

[REDACTED] The Land configuration and boundary of the new separate legal parcel shall be determined by the Purchaser, provided however, Purchaser agrees that the remaining portion of the land that will not be acquired by Purchaser, taken together with Seller's Adjacent Property must be of a reasonable usable configuration and not irregularly shaped or landlocked.

j. **Fencing.** After closing, Purchaser will be responsible for constructing all boundary fencing of the Property and any screening required by law or governmental agency at Purchaser's sole expense. [REDACTED]

17. **Crop Notice.** Prior to the closing date, Seller shall continue to operate the Property in a commercially reasonable manner consistent with past practices of Seller. [REDACTED]



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**18. Purchaser's Conditions Precedent.** The following conditions are precedent to Purchaser's obligation to acquire the Property and to deliver the balance of the purchase price (each a, "**Condition Precedent**" and collectively, the "**Conditions Precedent**"). If any Conditions Precedent are not satisfied as determined by Purchaser in Purchaser's sole discretion (except as otherwise provided) on the date of closing, [REDACTED]

a. This Agreement shall not have terminated pursuant to any other provision hereof, including, without limitation, pursuant to Paragraphs 13, 14, 15, 16 or 21 hereof.

b. The Cynthia Harrison County Berry Joint Planning and Zoning Commission shall have approved the Plat creating the separate legal parcel for the Land and Purchaser shall have otherwise obtained any other Approvals required to complete the Subdivision.

c. Purchaser shall have determined, in its sole and absolute discretion, that financing can be obtained to purchase the Property and develop a solar photovoltaic power facility thereon in an amount and on terms satisfactory to Purchaser, in Purchaser's sole and absolute discretion.

d. The physical condition of the Property shall be substantially the same on the day of closing as on the Effective Date, and free and clear of all livestock and personal property, motor homes, junk, trash and similar Property; and, as of the day of the closing, there shall be no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened, which after the closing could or would materially adversely affect the value of the Property or Purchaser's ability to develop the Property for its intended use, and no proceedings shall be pending or threatened which could or would cause the re-designation or other modification of the zoning classification of the Property or any portion thereof, which after the closing would materially adversely affect the value of the Property or the ability of Purchaser to develop the Property in the manner contemplated by Purchaser.

e. There shall be no parties in possession of the Property under any written or oral agreement or leases for occupancy of the Property (collectively, "**Leases**") or contracts pertaining to the use and operation of the Property ("**Service Contracts**"), if any, with respect to the Property unless otherwise agreed in writing by the parties. All Leases and Service Contracts shall be terminated by Seller [REDACTED] effective prior to the Closing. Seller shall deliver exclusive possession of the Property to Purchaser and shall convey good and marketable fee simple title to the Property to Purchaser by Special Warranty Deed in the form of Exhibit C attached hereto (the "**Deed**") free and clear of all liens and encumbrances and subject to no exceptions other than the following (collectively the "**Permitted Exceptions**"):

- i. Non-delinquent real Property taxes and all assessments and unpaid installments thereof which are not delinquent,

- ii. Any other lien, encumbrance, easement or other exception or matter voluntarily imposed or consented to by Purchaser in writing prior to or as of the closing, and
- iii. easements, stipulations, and restrictive covenants of record and any applicable governmental laws and regulations including those imposed by the Cynthiana Harrison County Berry Joint Planning and Zoning Commission and those other exceptions to title, if any, in existence as of the end of the initial option period (December 31, 2020) that Seller does not elect to cure prior to closing.

f. The Title Company shall be irrevocably and unconditionally committed to issue to Purchaser, an ALTA extended coverage Title Policy of title insurance covering the Property, in the full amount of the purchase price, subject only to the Permitted Exceptions containing such endorsements as Purchaser may reasonably request (the "Title Policy").

g. All of Seller's representations and warranties contained herein shall be true and correct on the closing date.

h. Seller has delivered into escrow all deliverables required in accordance with Paragraph 20 below.

i. Seller is not otherwise in default of this Agreement.

**19. Purchase Price and Closing Costs.**

a.

[REDACTED]

b.

[REDACTED]

**20. Closing Deliverables.**

a. At or before the closing, Seller shall deliver to the Title Company (copies of which shall be delivered to Purchaser upon the closing) the following:

i. a duly executed and acknowledged Deed in the form attached hereto as Exhibit D; and the Deed shall include the reservation of Seller's Easement.

*RM* 

ii. all material documents, agreements and correspondence and items relating to the ownership, operation, maintenance or management of the Property;

iii. a duly executed assignment and assumption agreement assigning Seller's interest in the Intangible Personal Property in a form reasonably acceptable to Seller and Purchaser (the "**Assignment of Intangibles**");

iv. evidence that all Service Contracts and Leases have been terminated;

v. a certificate, dated as of the date of closing certifying that the representations and warranties set forth in Paragraph 22 are true and correct as of the closing date;

vi. a certificate of non-foreign status in accordance with the requirements of Internal Revenue Code Paragraph 1445, as amended; and

vii. any other closing documents reasonably requested by the Title Company or Purchaser, including an owner's affidavit in a form reasonably requested by the Title Company. Purchaser may, in its sole and exclusive discretion, waive compliance on Seller's part under any of the foregoing items by an instrument in writing.

b. At or before the closing, Purchaser shall deliver to the Title Company (for delivery to Seller upon the closing) the following:

- i. the balance of the purchase price in cash or other immediately available funds, subject to prorations and adjustments as set forth herein;
- ii. the Assignment of Intangibles duly executed by Purchaser; and
- iii. any customary and/or reasonable closing documents requested by the Title Company.

#### **E. DEFAULT; REPRESENTATIONS AND WARRANTIES**

##### **21. Default.**

a.

[REDACTED]

NDER

PURCHASER'S INITIALS:

*[Handwritten signature]*

SELLER'S INITIALS:

*RM*

b.

*ing a*  
[REDACTED]

[REDACTED]

*RM* *PF*

[REDACTED]

22. **Representations and Warranties of Seller.** Seller hereby represents and warrants to Purchaser as follows:

a. Seller has not, and as of the closing, Seller shall not have (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, which remains pending as of such time, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, which remains pending as of such time, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

b. Seller is not, and as of the closing shall not be, a "foreign person" as defined in Paragraph 1445 of the Internal Revenue Code of 1986, as amended any related regulations.

c. This Agreement (i) has been duly authorized, executed and delivered by Seller, and (ii) does not, and as of the closing shall not, violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

d. There is no litigation pending or threatened with respect to the Property or the transactions contemplated hereby or that would impair Seller's ability to perform under this Agreement.

e. There are no violations of any applicable zoning or land use law, or any other applicable local, state or federal law or regulation relating to the Property, including, without limitation, the Americans with Disabilities Act of 1990 and Seller is not aware of any proposed or pending changes in zoning or proposed relocation, reconfiguration or other change with respect to any street or road affecting the Property, if any.

f. There are no condemnation proceedings pending or threatened that would result in the taking of any portion of the Property. Seller has not received any written notice of any special assessment proceedings affecting the Property.

g. The parties comprising Seller under this Agreement are the sole owners of the Property and Seller holds good and marketable fee simple title to the Property according to laws of the State where the Property is located.

h. The Land, as of the closing date, constitutes a separate legal parcel (or separate legal parcels) in accordance with all applicable laws.

i. Seller has not granted any option or right of first refusal or first opportunity to any party to acquire any fee or ground leasehold interest in any portion of the Property.

j. Seller possesses the full power and authority to sell the Property to Purchaser on the terms and conditions set forth herein and the individuals executing this Agreement on behalf of Seller have the legal power, right and actual authority to bind Seller.

k. Seller has no knowledge of any hazardous substances on the Property and to Seller's knowledge, there are no existing violations of environmental laws known to Seller and Seller has not received any notices of violations of environmental laws. Seller further states that to the best of their knowledge, the Property is currently in full and complete compliance with all environmental laws, governmental laws, ordinances, orders, rules and regulations applicable to the Property and hazardous materials have not at any time been generated, used or stored on, or transported to or from, or released or disposed of on the Property in violation of environmental laws and restrictions, and Seller has not used Hazardous Materials on the Property for purposes other than as necessary to operate and maintain the Property. To Seller's knowledge there are not now and never have been any underground storage tanks located on or under the Property.

l. All representations and warranties made by Seller herein or made in writing pursuant to this Agreement shall be deemed to be material, shall be deemed remade as of the closing and shall survive the execution and delivery of this Agreement and the closing for a period of twelve (12) months.

## F. MISCELLANEOUS

23. Time is of the essence in the performance of each party of its obligations hereunder, provided, however, should the date for payment or performance required under this Agreement fall on a non-business day (i.e., Saturday, Sunday or any other day on which national banks in California are not open for business), then the date required for payment or performance under this Agreement shall be extended to the first business day following the non-business day on which such payment or performance was required.

24. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and shall be binding upon and inured for the benefit of the parties hereto and their respective heirs, successors, and assigns but this Agreement may not be assigned by the Purchaser without the prior written consent of the Seller, which consent shall not be

unreasonably withheld or delayed. Notwithstanding the foregoing, Purchaser may assign its rights under this Agreement without Seller's consent (i) to an affiliate of Purchaser, (ii) to any person or entity succeeding to all or substantially all of the assets of Purchaser, or (iii) as security in connection with any financing transaction entered into by Purchaser.

25. Both parties acknowledge that there has not been any real estate agent or agency involved in this transaction and that there are no brokerage commissions associated with this transaction. Each party hereby agrees to indemnify and hold the other harmless from and against the claim of any broker or agent claiming a commission by, through or under the indemnifying party.

26. The parties have read the entire contents of this Agreement and acknowledge receipt of an executed copy. Neither party is relying on any verbal statements not contained herein. Purchaser further certifies that it has examined the Property, is fully acquainted with its physical condition and agrees to accept it "as is", except as provided herein and subject however to Purchaser's rights to inspect the Property.

27. Venue for resolving any dispute relating to this Agreement shall be the Harrison Circuit Court, Cynthiana, Kentucky.

28. Purchaser may not record this Agreement, but concurrent with the execution hereof, Seller and Purchaser shall execute a memorandum of this Agreement in the form attached hereto as Exhibit D, which Purchaser may record in the Official Records (the "**Memorandum**"). Within ten (10) days after receipt of a written request made from time to time by Purchaser, Seller shall obtain from the holder of any mortgage or deed of trust liens or any other monetary lien encumbering the Property a reasonable subordination agreement whereby the holder of such lien agrees that its lien is subordinate to Purchaser's option.

29. **Confidentiality**. Seller agrees to maintain in confidence, and not to disclose to any third party, the information contained in this Agreement or pertaining to the sale contemplated hereby; provided, however, that Seller, its agents and representatives may disclose such information and data (a) to its accountants, attorneys, and other advisors in connection with the transactions contemplated by this Agreement (collectively "**Representatives**") to the extent that such Representatives reasonably need to know such information and data in order to assist, and perform services on behalf of, Seller, but Seller shall remain responsible for its Representatives' compliance with the confidentiality provisions of this Agreement; (b) to the extent required by any applicable statute, law, regulation, governmental authority or court order; and (c) in connection with any litigation that may arise between the parties in connection with the transactions contemplated by this Agreement. The provisions of this Paragraph shall survive the Closing, or in the event that the Closing does not occur, the termination of this Agreement. Notwithstanding the provisions of this Paragraph, the recording of the Memorandum is expressly permitted.

30. **Attorneys' Fees**. [REDACTED]



[REDACTED]

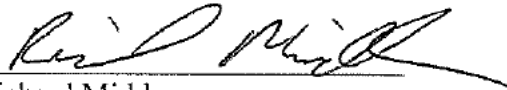
31. Counterparts and Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement. Signatures required under this Agreement may be transmitted by electronic mail and, once received by the party to the Agreement to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original signature of such party.

32. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and, except as set forth in Paragraphs 3 and 9, shall be deemed to have been given upon (i) hand delivery, (ii) one (1) business day after being deposited with FedEx or another reliable overnight courier service, with receipt acknowledgment requested or (ii) upon receipt or refused delivery deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed to the addresses set forth above or such other address as either party may from time to time specify in writing to the other.

33. The "Effective Date" of this Agreement shall be the last date of execution by Purchaser below. Notwithstanding the foregoing, if Purchaser does not execute this Agreement with ten (10) days after the date of execution by Seller, this Agreement will be deemed void and shall no further or effect.

*[Signatures continue on following page.]*

**IN TESTIMONY WHEREOF**, witness the signatures of the parties hereto as of the date hereinabove first written.

  
Richard Midden  
Date: 5/6/2020

**SPOUSAL CONSENT**

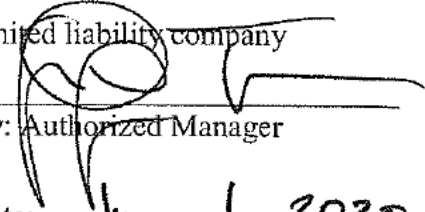
The undersigned, the spouse of Richard Midden, a married individual, hereby joins in and consents to the terms of this Agreement. The undersigned's signature below shall not imply that such spouse has any interest in the Property, but evidences only such spouse's agreement to and acknowledgment that 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



**Blue Moon Solar LLC**, a Kentucky  
limited liability company

  
By: Authorized Manager

Date: June 1, 2020

*na R*

Exhibit A

Legal Description of the Land

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.

**BEING** a part of the same property as that conveyed to Douglas McLoney by O.C. Rankin, etc. by deed of date October 28, 1946, which is a matter of record in the office of the Clerk of the Harrison Court in Deed Book 108 Page 244.

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.

BEING a part of the same land as that conveyed to Douglas McLoney by Mary Margaret Grant by deed of date April 13, 1950 which said deed is a matter of record in the office of the Clerk of the Harrison County Court in Deed Book 112, Page 172.

BEING the same property (less above exceptions) as that conveyed Douglas W. McLoney by Douglas McLoney, single, on the 1<sup>st</sup> day of March 1973, by Deed which is of record in Deed Book 140, Page 245.

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.

AND BEING the same property conveyed to SSI Properties, Inc., a California corporation, by Deed dated May 20, 2008, and of record in Deed Book 303, Page 448, Harrison County Court Clerk's Office.



**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.

This being a part of that property conveyed John Ross Reno and Martha Reno, his wife, by Cleary McKenney and Elizabeth McKenney, his wife, by deed dated the 18<sup>th</sup> day of July, 1969 and recorded in Deed Book 133, Page 93.

*Rm* *ff*

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 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 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 tum; 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. down hill 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.

**AND BEING** the same property conveyed to SSI Properties, Inc., a California corporation, by Deed dated May 20, 2008, and of record in Deed Book 303, Page 456, Harrison County Court Clerk's Office.

**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.

AND BEING a portion of Parcel 2 of that property deeded Richard Midden by SSI Properties, Inc. by deed dated November 14, 2008 and recorded in Deed Book 306, Page 152. AND BEING the same property conveyed to Richard Midden and Maribeth Midden, husband and wife, by Deed dated May 7, 2009, and of record in Book 308, Page 734, Harrison County Court Clerk's office.

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

Handwritten signature or initials, possibly "R.M." or similar, in black ink.

Exhibit A-1

Land

[see attached]

Handwritten signature or initials, possibly reading "R. J." or similar, located at the bottom center of the page.

# Blue Moon Solar LLC

Harrison County, KY

## Legend

- Parcel D: 50 feet wide
- Parcel C: 129-0000-022-02-000 Richard Midden
- Parcel D: 129-0000-019-00-000 Richard Midden

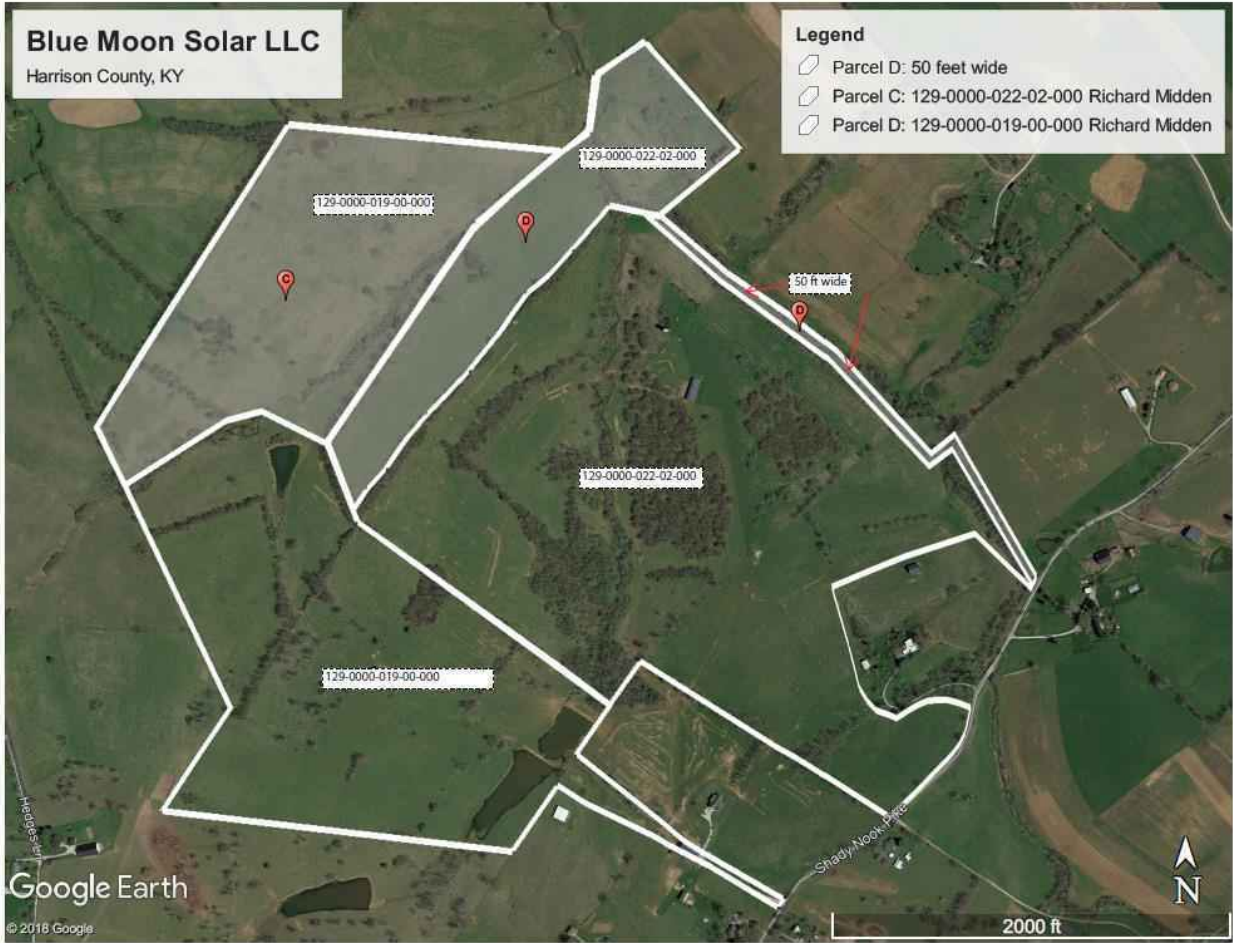




Exhibit B

Frontage




[see attached]

Rm 

# Blue Moon Solar LLC

Harrison County, KY

## Legend

-  Parcel D: 50 feet wide
-  Parcel C: 129-0000-022-02-000 Richard Midden
-  Parcel D: 129-0000-019-00-000 Richard Midden

Hedges Ln

Google Earth

© 2018 Google

Shady Nook Pike



2000 ft

Exhibit C

Deed

WHEN RECORDED RETURN TO:  
Blue Moon Solar LLC  
7804-C Fairview Rd. #257  
Charlotte, NC 28226  
Attn: Walter Putnam

**SPECIAL WARRANTY DEED**

This **SPECIAL WARRANTY DEED** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Richard Midden, a married person ("Grantor") and having and address of 579 Shady Nook Pike, Cynthiana, Kentucky, 41031 , and (b) **BLUE MOON SOLAR LLC**, a Kentucky limited liability company ("Grantee") and having an address of 7804-C Fairview Rd. #257 Charlotte, NC 28226, which is the in care of address for Grantee to which tax bills may be sent.

WITNESSETH

For a total consideration of \$ \_\_\_\_\_, the receipt and sufficiency of which are acknowledged, Grantor grants and conveys to Grantee in fee simple with covenant of Special Warranty certain real property located in Harrison County, Kentucky and more particularly described on EXHIBIT A attached hereto and made a part hereof together with all appurtenances thereto (the "Property").

Grantor covenants (a) lawful seisin of the Property (b) full right and power to convey same, and (c) that the Property is free and clear of all liens and encumbrances by or in favor of any party claiming by, through or under Grantor except liens for real property taxes and assessments due and payable in \_\_\_\_\_ and thereafter, which Grantee assumes and agrees to pay. This conveyance is made subject to all (i) easements, restrictions and stipulations of record, and (ii) governmental laws, ordinances and regulations affecting the Property.

For purposes of KRS 382.135, Grantor and Grantee, by execution of this Special Warranty Deed, certify that the consideration recited above is the full consideration paid by Grantee to Grantor for the Property.

Grantor reserves for the benefit of the property described on EXHIBIT B ("Adjoining Property") a non-exclusive easement for the right to access the Adjoining Property from the public roadway over a fifty (50) foot gravel driveway on the Property in the location described on EXHIBIT C ("Access Easement"). Grantor shall only use the Access Easement for motor vehicle and pedestrian traffic. Grantor shall not use the Access Easement in any manner that interferes with Grantee's operations on the Property and shall promptly repair any damage caused by Grantor's use of the Access Easement. Notwithstanding the foregoing, Grantor hereby consents to Grantee's access and placement of overhead and underground utilities over the

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Property burdened by the Access Easement (collectively, the "Crossing Rights") so long as such Crossing Rights do not materially interfere with Seller's rights under the Access Easement.

[Signature Page Follows]

Rm F.

IN WITNESS WHEREOF, Grantor and Grantee duly executed this Deed as of the date first set forth above.

GRANTOR:

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 Deed. 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 Deed.

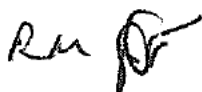
By: \_\_\_\_\_

Print Name: Maribeth Midden

STATE OF \_\_\_\_\_ )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

The foregoing Special Warranty Deed, including the consideration certificate contained therein, was sworn to and acknowledged before me on \_\_\_\_\_, \_\_\_\_\_ by [         ].

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



**GRANTEE:**

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

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

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

STATE OF \_\_\_\_\_ )  
   ) SS  
COUNTY OF \_\_\_\_\_ )

The foregoing consideration certificate was sworn to and acknowledged before me on \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of Blue Moon Solar LLC, a Kentucky limited liability company, on behalf of such company

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

My Commission Expires: \_\_\_\_\_

This instrument was prepared by:

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

*Rh JJ*

Exhibit A to Deed  
Property

RM ②

Exhibit B to Deed  
Adjoining Property

[Insert map or legal description of Adjoining Property] A legal description of the Adjoining Property will be added prior to recording this deed.

Handwritten signature or initials, possibly "H R", located at the bottom center of the page.



Exhibit C to Deed  
Access Easement

[Insert map of location of access easement.] A legal description of the access easement shall be added prior to recording this deed.

RA [Signature]

EXHIBIT D  
Form of Memorandum of Option

[see attached]

PA 

PREPARED BY AND WHEN RECORDED  
RETURN TO:

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

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 [ 06/01/20 ], 2020, by and between Richard Midden, a married person ("Owner"), and Blue Moon Solar LLC, a Kentucky limited liability company ("Optionee").

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 [ 06/01/ ], 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 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 [ 06/01/ ], 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.

Exhibit D Page 43

[County, State]

{Name of Project}

38853512.2

US2008 15963803 4

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 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 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.]

Exhibit D Page 44

[County, State]


[Name of Project]

38853512.2

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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: \_\_\_\_\_

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: THOMAS FEHR  
Title: MANAGER

STATE OF North Carolina  
COUNTY OF Mecklenburg

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Thomas 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



EXHIBIT A TO MEMORANDUM OF OPTION AGREEMENT  
Legal Description

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.

BEING a part of the same property as that conveyed to Douglas McLoney by O.C. Rankin, etc. by deed of date October 28, 1946, which is a matter of record in the office of the Clerk of the Harrison Court in Deed Book 108 Page 244.

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.  $47\frac{3}{4}$  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.  $50\frac{3}{4}$  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.  $46\frac{3}{4}$  W. 12.59 chs. S.  $59\frac{3}{4}$  W. 4.81 chs. S. 49 W. 3.78 chs. S. 28 W. 9.72 chs. S.  $33\frac{1}{4}$  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.

BEING a part of the same land as that conveyed to Douglas McLoney by Mary Margaret Grant by deed of date April 13, 1950 which said deed is a matter of record in the office of the Clerk of the Harrison County Court in Deed Book 112, Page 172.

BEING the same property (less above exceptions) as that conveyed Douglas W. McLoney by Douglas McLoney, single, on the 1<sup>st</sup> day of March 1973, by Deed which is of record in Deed Book 140, Page 245.

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  $23^{\circ} 22' 08''$  West - 32.47 Feet to a P-K Nail (Set); South  $17^{\circ} 50' 11''$  West - 39.10 Feet to a P-K Nail (Set); South  $12^{\circ} 22' 27''$  West - 38.87 Feet to a P-K Nail (Set); South  $03^{\circ} 22' 19''$  West - 49.03 Feet to a P-K Nail (Set); South  $04^{\circ} 46' 34''$  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  $86^{\circ} 33' 05''$  West - 134.56 Feet to a Post; South  $82^{\circ} 39' 14''$  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 "Willhoit 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



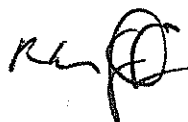
fence post, (16) N. 24°43'00" E. 92.45 feet to a fence post, (17) N. 34°50'33" E. 15.51 feet to a fence post, (18) N. 39°18'46" E. 148.51 feet to a fence post, (19) N. 29°28'13" E. 16.00 feet to a fence post, (20) N. 08°00'22" E. 15.57 feet to a fence post, (21) N. 21°06'36" W. 15.76 feet to a fence 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.

AND BEING the same property conveyed to SSI Properties, Inc., a California corporation, by Deed dated May 20, 2008, and of record in Deed Book 303, Page 448, Harrison County Court Clerk's Office.

**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 E 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. Bruner, 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:

RM P

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.

This being a part of that property conveyed John Ross Reno and Martha Reno, his wife, by Cleary McKenney and Elizabeth McKenney, his wife, by deed dated the 18<sup>th</sup> day of July, 1969 and recorded in Deed Book 133, Page 93.

**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 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 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. down hill 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

Ra 

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.

AND BEING the same property conveyed to SSI Properties, Inc., a California corporation, by Deed dated May 20, 2008, and of record in Deed Book 303, Page 456, Harrison County Court Clerk's Office.

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.

AND BEING a portion of Parcel 2 of that property deeded Richard Midden by SSI Properties, Inc. by deed dated November 14, 2008 and recorded in Deed Book 306, Page 152. AND BEING the same property conveyed to Richard Midden and Maribeth Midden, husband and wife, by Deed dated May 7, 2009, and of record in Book 308, Page 734, Harrison County Court Clerk's office.

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





## FIRST AMENDMENT TO SOLAR GROUND LEASE AGREEMENT

This First Amendment to Solar Ground Lease Agreement (this "**Amendment**") is entered into to be effective May 3, 2021 ("**Amendment Effective Date**"), between **Blue Moon Solar LLC**, a Kentucky limited liability company ("**Tenant**"), and **James O. McKee** and his spouse **Shirley H. McKee** (collectively, "**Landlord**"). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Original Lease (defined below).

### Recitals

A. Landlord and Tenant are parties to that certain Solar Ground Lease Agreement dated January 22, 2018 pertaining to certain real property more particularly described therein and located in Harrison County, Kentucky (the "**Original Lease**").

B. Landlord and Tenant wish to amend the Original Lease to amend the descriptions of the Land and the Premises, and to make other changes more fully described herein.

For and in consideration of mutual covenants and agreements of the parties contained in the Original Lease and this Amendment and other good and valuable consideration, the receipt and sufficiency of which are agreed and acknowledged, the parties agree as follows:

1. The Land and the Premises. **Exhibits A** and **B** to the Original Lease are hereby deleted and replaced with **Exhibits A** and **B** attached hereto and incorporated by reference herein. Additionally, the first recital of the Original Lease is hereby deleted and replaced with the following:

"In consideration of [REDACTED] (the "**Phase I Payment**") previously paid by Tenant to Landlord, the receipt and sufficiency of which are hereby acknowledged by Landlord, and the rent to be paid to Landlord by Tenant as hereinafter provided, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, approximately 82 acres being a portion of that certain property with Parcel ID No. 117-0000-022-00-000 containing approximately 140 acres, located at 2871 Old Lair Road, Cynthia, Kentucky 41031 in Harrison County, Kentucky, which property is more fully described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Land**"), together with all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon (the 82 acre portion of the Land leased to Tenant is generally depicted in **Exhibit B** attached hereto and by this reference made a part hereof, and the 82 acre portion of the Land, together with the above-described property, improvements and appurtenances are hereinafter collectively referred to as the "**Premises**"), to be occupied and used upon the terms and conditions herein set forth. One Hundred and No/100 Dollars (\$100.00) of the Phase I Payment was provided as independent consideration (the "**Independent Consideration**") for Tenant's right to terminate the Lease as set forth in Section 1(c) and

(d). The Independent Consideration was wholly earned by Landlord upon Landlord's execution of the Lease, and is not refundable, or applicable to the rent, under any circumstances.”

2. Released Premises. The second to last paragraph of Section 1 of the Original Lease is amended to replace the incorrect reference to “Exhibit A” with a reference to “Exhibit B”.

3. [REDACTED] The following is added to the end of Section 1 of the Original Lease:

[REDACTED]

4. Rent Commencement Date. Section 2(d) of the Original Lease is amended to replace the incorrect reference to “Section 2(e)” with a reference to “Section 2(d)”.

5. Indemnifications. Section 16(a) of the Original Lease is amended to replace the incorrect reference to “Section 17(a)” with a reference to “Section 16(a)” in the second to last sentence of Section 16(a).

6. Ownership of Solar Energy and Attributes; Tax Credits and Incentives. Section 26 of the Original Lease is amended to add the following at the end of Section 26:

“Landlord hereby waives 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. Landlord Easements. Section 27(c) of the Original Lease is amended to replace the incorrect references to “Exhibit A” with references to “Exhibit B-1”.

8. Confidentiality. Section 30 of the Original Lease is amended to replace the incorrect references to “Section 29” with references to “Section 30”.

9. Leasehold Financing. Section 35(b)(iii) of the Original Lease is amended to replace the incorrect reference to “Section 36” with a reference to “Section 35”.

10. Tenant. Notwithstanding any deficiencies in Tenant’s signature to the Original Lease, the parties hereby acknowledge and agree that Tenant executed the Original Lease.

11. Memorandum. The parties acknowledge and agree that they failed to execute and record a memorandum of the Original Lease. In lieu of the memorandum of the Original Lease, the parties shall, concurrently with the execution of this Amendment, execute and record a memorandum of this Amendment in the form attached to this Amendment as Exhibit C, which memorandum may be recorded by Tenant in the Public Registry in the County in which the Land is located.

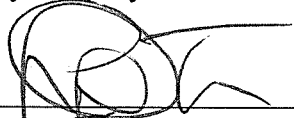
12. Landlord and Tenant confirm and ratify all of the terms of the Original Lease, as amended by this Amendment. As amended by this Amendment, the Original Lease shall remain in full force and effect and be binding upon Landlord and Tenant in accordance with its terms. This Amendment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument. Additionally, the parties, and any third party, may rely on a copy or facsimile of an executed counterpart as if such copy or facsimile were an original.

Executed and delivered to be effective as of the Amendment Effective Date.

[Intentionally blank – signatures on following page]

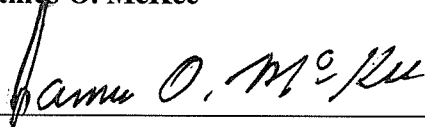
**TENANT:**

**Blue Moon Solar LLC**, a Kentucky limited liability company

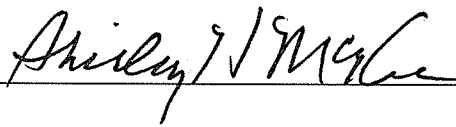
By:   
Name: MURGEN FEAR  
Title: MANAGER

**LANDLORD:**

**James O. McKee**

  
\_\_\_\_\_

**Shirley H. McKee**

  
\_\_\_\_\_

## Exhibit A

### The Land

Deed dated May 12, 1998, recorded May 15, 1998 in Book 223, Page 439, Official Public Records, Harrison County, Kentucky.

#### Tract 1:

BEGINNING at a post at #1, now corner to Jim McKee; thence with three of his lines, N.  $\frac{1}{2}$  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 No. 1 is the same property as that conveyed James McKee by Leslie McKee, etc., by deed dated May 31, 1955, and recorded in Deed Book 118, Page 177. James McKee died testate a resident of Harrison County, Kentucky, on December 13, 1973, and by his will which is a matter of record in Will Book R, Page 658, he devised the above described property to his wife, Hattie J. McKee, for her lifetime only and upon her death to his children, Nancy Jane McKee and James O. McKee. Nancy Jane McKee, who married John G. Duncan, conveyed her interest in the property to James O. McKee by deed dated November 12, 1979, and recorded in Deed Book 155, Page 762.

#### 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 1/2 W 3.67 chains; thence S. 10 3/4 W. 5 chs; S. 16 1/2 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.

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

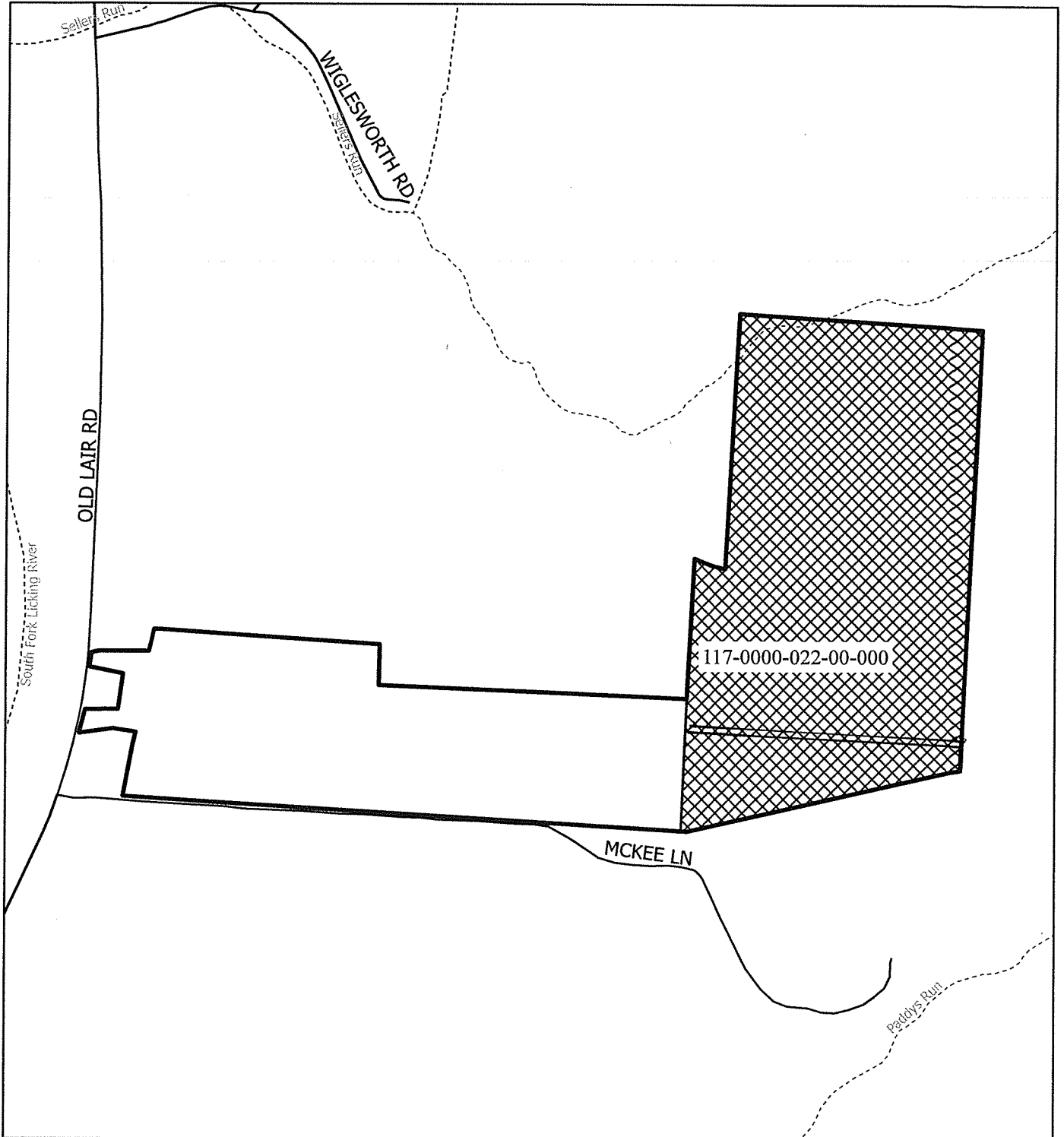
**Exhibit B**

**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.

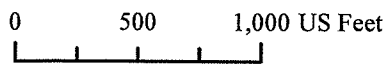
[See Attached]

# Exhibit B



### Legend

-  The Premises
-  The Land



### PARCEL INFORMATION:

#### PROJECT:

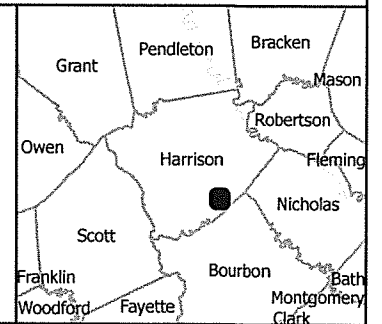
Blue Moon Solar LLC

#### OWNERSHIP:

James O. McKee & Shirley H. McKee

#### PARCEL IDENTIFICATION NUMBER:

117-0000-022-00-000

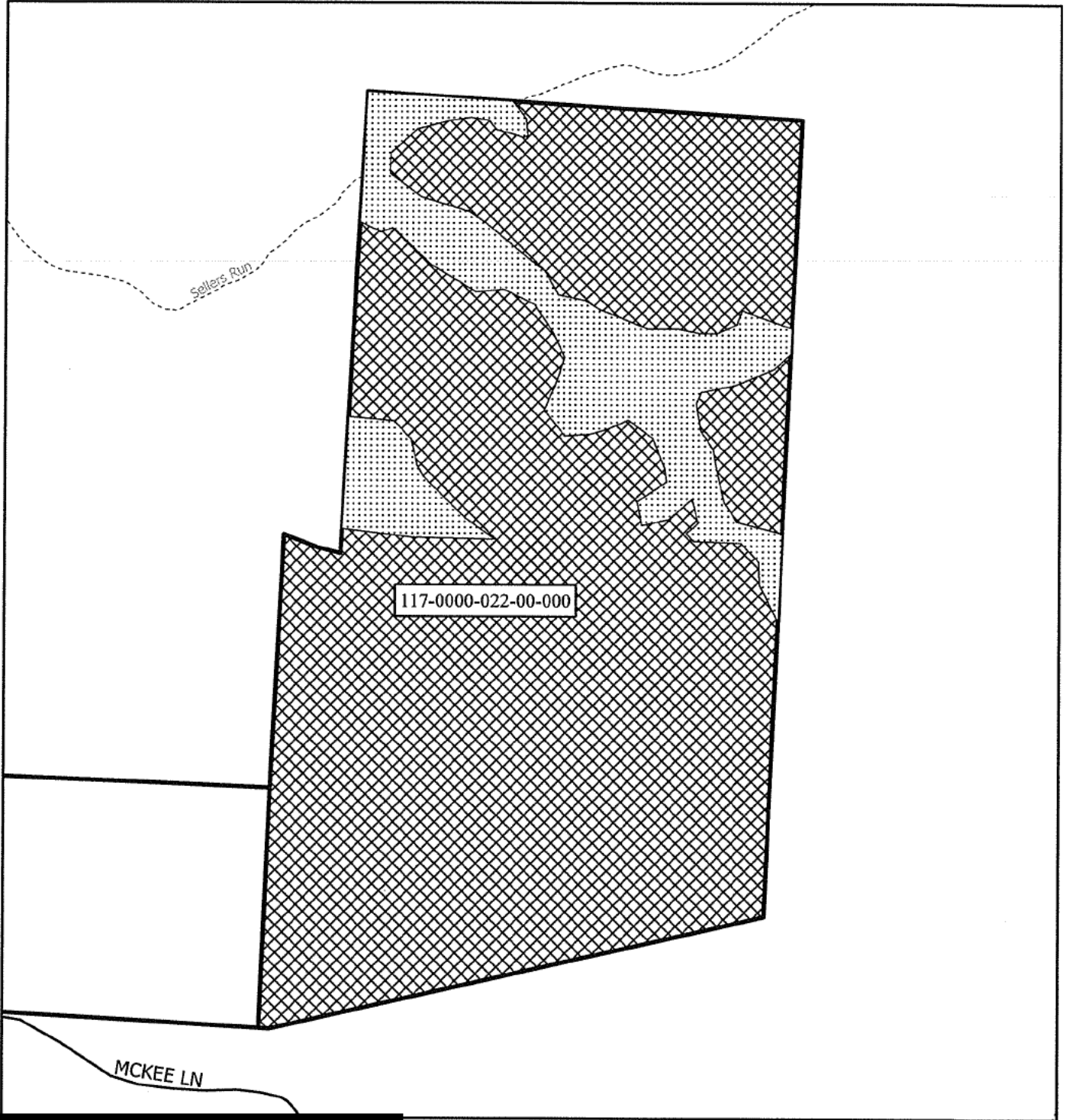




**Exhibit B-1**

[See Attached]

Exhibit B-1



Legend



The Land

0 400 800 US Feet



**PARCEL INFORMATION:**

PROJECT:

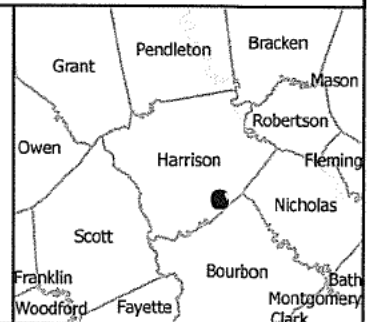
Blue Moon Solar LLC

OWNERSHIP:

James O. McKee & Shirley H. McKee

PARCEL IDENTIFICATION NUMBER:

117-0000-022-00-000



**Exhibit C**

[form of Memorandum attached]

WHEN RECORDED RETURN TO:

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

### MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement ("Memorandum") is entered into this 3<sup>rd</sup> 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

James O. McKee

SHIRLEY H. MCKEE

Shirley H. McKee

STATE OF Kentucky )  
 ) ss.  
COUNTY OF Harrison )

On 5/3, 2021, before me, Russchelle 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.

Russchelle Thompson  
Notary Public in and for said State

STATE OF Kentucky )  
 ) ss.  
COUNTY OF Harrison )

On 5/3, 2021, before me, Russchelle 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.

Russchelle Thompson  
Notary Public in and for said State

**TENANT:**

BLUE MOON SOLAR LLC,  
a Kentucky limited liability company

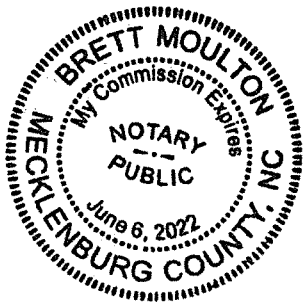
By: [Signature]  
Name: TIERGEH FEHR  
Title: MANAGER

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

On May 6, 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



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 Solar Ground Lease Agreement**

The Land

Deed dated May 12, 1998, recorded May 15, 1998 in Book 223, Page 439, Official Public Records, Harrison County, Kentucky.

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 No. 1 is the same property as that conveyed James McKee by Leslie McKee, etc., by deed dated May 31, 1955, and recorded in Deed Book 118, Page 177. James McKee died testate a resident of Harrison County, Kentucky, on December 13, 1973, and by his will which is a matter of record in Will Book R, Page 658, he devised the above described property to his wife, Hattie J. McKee, for her lifetime only and upon her death to his children, Nancy Jane McKee and James O. McKee. Nancy Jane McKee, who married John G. Duncan, conveyed her interest in the property to James O. McKee by deed dated November 12, 1979, and recorded in Deed Book 155, Page 762.

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 - 230.51 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.

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

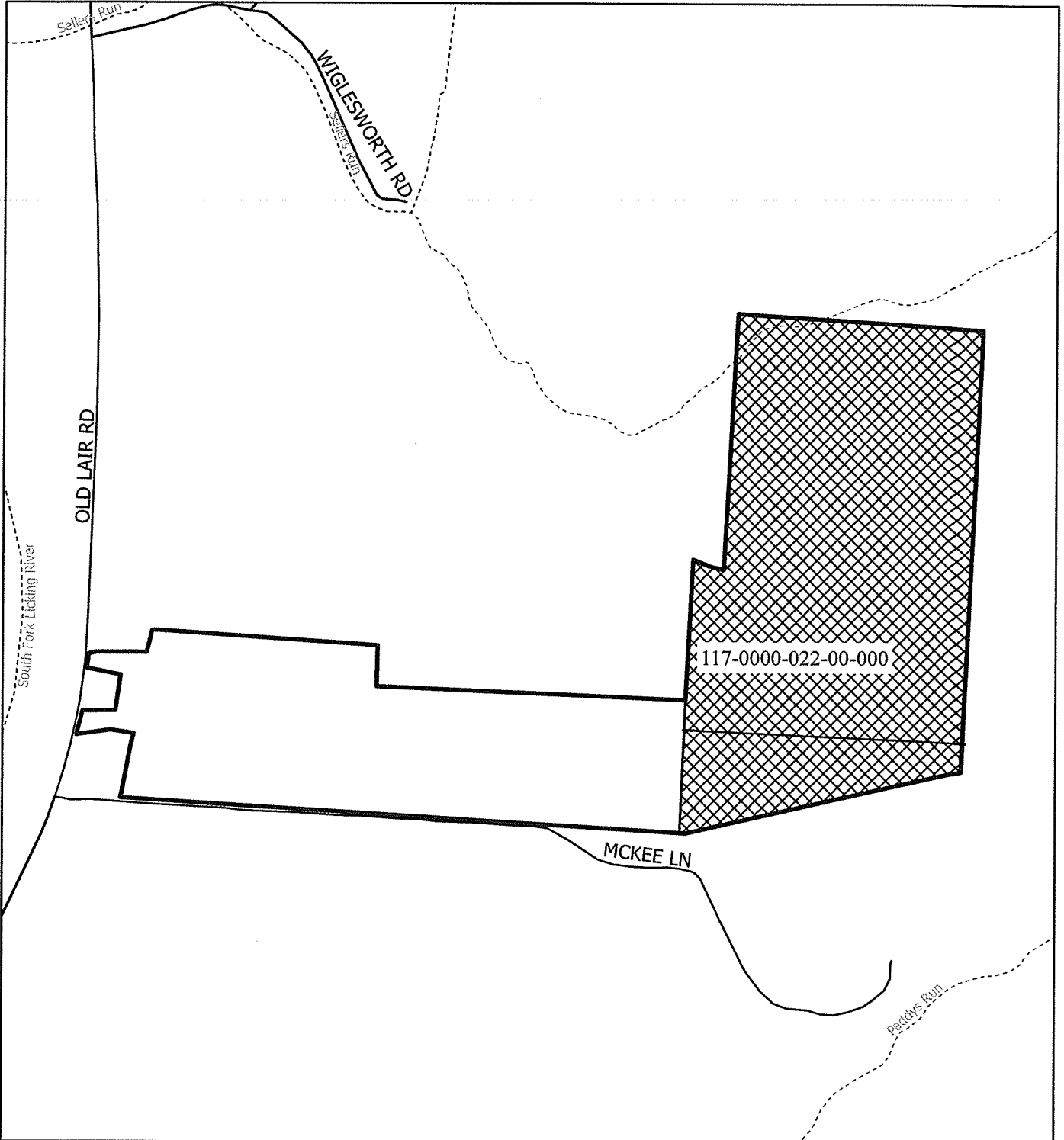
## Exhibit B to Memorandum of Solar Ground Lease Agreement

### 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]

# Exhibit B



## Legend

-  The Premises
-  The Land



## PARCEL INFORMATION:

### PROJECT:

Blue Moon Solar LLC

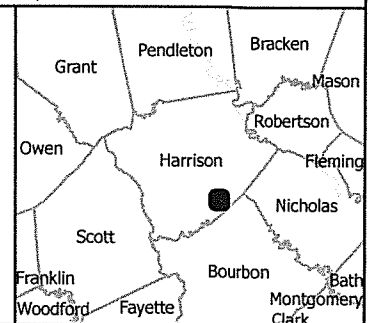
### OWNERSHIP:

James O. McKee & Shirley H. McKee

### PARCEL IDENTIFICATION NUMBER:

117-0000-022-00-000

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 1:56pm  
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.

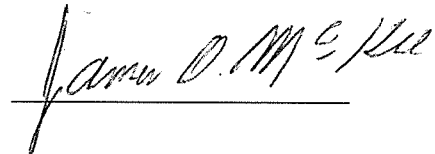
6. In the Lease Landlord waived the lien granted under Kentucky Revised Statutes §383.070 as to any personal property of Tenant or any sublessee under any sublease claiming under Tenant located on the Premises.
7. The purpose of this Memorandum is to give record notice of the Lease and of the rights 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]*

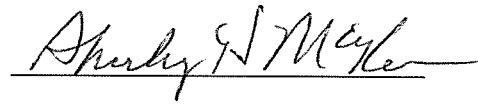
IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first above written.

**LANDLORD:**

JAMES O. MCKEE

A handwritten signature in cursive script, appearing to read "James O. McKee", is written above a horizontal line.

SHIRLEY H. MCKEE

A handwritten signature in cursive script, appearing to read "Shirley H. McKee", is written above 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





**TENANT:**

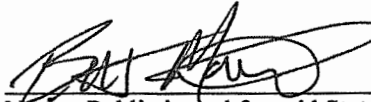
BLUE MOON SOLAR LLC,  
a Kentucky limited liability company

By: \_\_\_\_\_  
Name: JOERGEN FEHR  
Title: HANNGER

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


On May 6, 2021, before me, Brett Moulton, a Notary Public in and for said state, personally appeared Joergen 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.

  
Notary Public in and for said State



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: 117-0000-022-00-000

### 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.

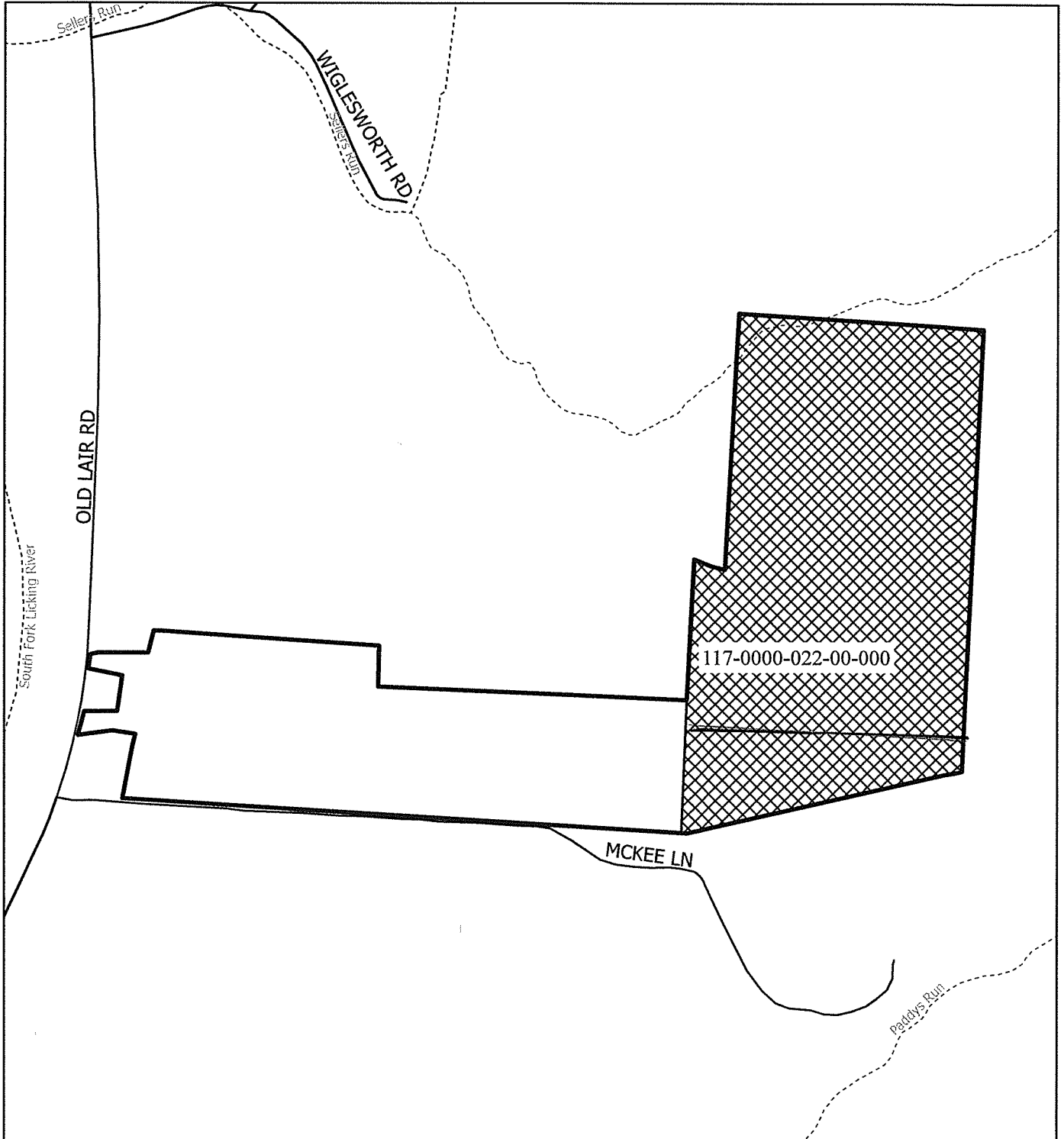
[See Attached]

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 1:50 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 22  
Linda S. Barnes Clerk, By: Shelley Coppage D.C.

# Exhibit B



## Legend

-  The Premises
-  The Land



## PARCEL INFORMATION:

### PROJECT:

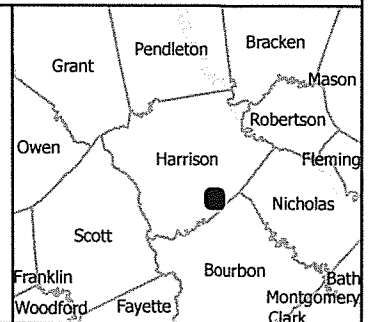
Blue Moon Solar LLC

### 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.

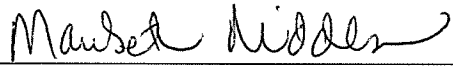
[Remainder of page intentionally left blank; signature page follows.]

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:  \_\_\_\_\_

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: [Signature]  
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);

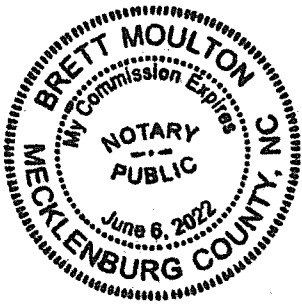
each acknowledging to me that they voluntarily signed the foregoing document for the purpose stated therein.

Date: 06/01/2020

[Signature]  
Brett Moulton, Notary Public  
(print name)

(official seal)

My commission expires: June 6, 2022



[Signature]

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 of 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 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 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 2022 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 7 day of March 22  
Linda S. Barnes Clerk, By: Sheeley Lopez, C.

## FIRST AMENDMENT TO SOLAR GROUND LEASE AGREEMENT

This First Amendment to Solar Ground Lease Agreement (this "**Amendment**") is entered into to be effective July 2, 2021 ("**Amendment Effective Date**"), between **Blue Moon Solar LLC**, a Kentucky limited liability company ("**Tenant**"), and **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**"). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Original Lease (defined below).

### Recitals

A. Landlord and Tenant are parties to that certain Solar Ground Lease Agreement dated December 8, 2017 pertaining to certain real property more particularly described therein and located in Harrison County, Kentucky (the "**Original Lease**").

B. Landlord and Tenant wish to amend the Original Lease to amend the descriptions of the Land and the Premises, and to make other changes more fully described herein.

For and in consideration of mutual covenants and agreements of the parties contained in the Original Lease and this Amendment and other good and valuable consideration, the receipt and sufficiency of which are agreed and acknowledged, the parties agree as follows:

1. The Land and the Premises. **Exhibit A** to the Original Lease is hereby deleted and replaced with **Exhibit A** attached hereto and incorporated by reference herein. Additionally, **Exhibit B** attached hereto is hereby added to the Original Lease, and the first recital of the Original Lease is hereby deleted and replaced with the following:

"In consideration of [REDACTED] (the "**Phase I Payment**") previously paid by Tenant to Landlord, the receipt and sufficiency of which are hereby acknowledged by Landlord, and the rent to be paid to Landlord by Tenant as hereinafter provided, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, approximately 164 acres being a portion of that certain property with Parcel ID No. 130-0000-012-00-000 containing approximately 172 acres, located at 469 Steffe Lane, Cynthiana, Kentucky 41031 in Harrison County, which property is more fully described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Land**"), together with all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon (the 164 acre portion of the Land leased to Tenant is generally depicted in **Exhibit B** attached hereto and by this reference made a part hereof, and the 164 acre portion of the Land, together with the above-described property, improvements and appurtenances are hereinafter collectively referred to as the "**Premises**"), to be occupied and used upon the terms and conditions herein set forth. One Hundred and No/100 Dollars (\$100.00) of the Phase I Payment was provided as independent consideration (the "**Independent**

**Consideration**") for Tenant's right to terminate the Lease as set forth in Section 1(c) and (d). The Independent Consideration was wholly earned by Landlord upon Landlord's execution of the Lease, and is not refundable, or applicable to the rent, under any circumstances."

2. [REDACTED] The following is added to the end of Section 1 of the Original Lease:

[REDACTED]

**Exhibit B-1** attached hereto is hereby added to the Original Lease.

3. **Rent Commencement Date.** Section 2(d) of the Original Lease is amended to replace the incorrect reference to "Section 2(e)" with a reference to "Section 2(d)".

4. **Indemnifications.** Section 16(a) of the Original Lease is amended to replace the incorrect reference to "Section 17(a)" with a reference to "Section 16(a)" in the second to last sentence of Section 16(a).

5. **Ownership of Solar Energy and Attributes; Tax Credits and Incentives.** Section 26 of the Original Lease is amended to add the following at the end of Section 26:

"Landlord hereby waives 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."

6. **Confidentiality.** Section 30 of the Original Lease is amended to replace the incorrect references to "Section 29" with references to "Section 30".

7. **Leasehold Financing.** Section 35(b)(iii) of the Original Lease is amended to replace the incorrect reference to "Section 36" with a reference to "Section 35".

8. **Tenant.** Notwithstanding any deficiencies in Tenant's signature to the Original Lease, the parties hereby acknowledge and agree that Tenant executed the Original Lease.

9. **Memorandum.** The parties acknowledge and agree that they failed to execute and record a memorandum of the Original Lease. In lieu of the memorandum of the Original Lease, the parties shall, concurrently with the execution of this Amendment, execute and record a memorandum of this Amendment in the form attached to this Amendment as **Exhibit C**, which memorandum may be recorded by Tenant in the Public Registry in the County in which the Land is located.

10. Landlord and Tenant confirm and ratify all of the terms of the Original Lease, as amended by this Amendment. As amended by this Amendment, the Original Lease shall remain

in full force and effect and be binding upon Landlord and Tenant in accordance with its terms. This Amendment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument. Additionally, the parties, and any third party, may rely on a copy or facsimile of an executed counterpart as if such copy or facsimile were an original.

Executed and delivered to be effective as of the Amendment Effective Date.

[Intentionally blank – signatures on following page]



**TENANT:**

**Blue Moon Solar LLC**, a Kentucky limited liability company

By: 

Name: MICHAEL FEYN

Title: MANAGER

**LANDLORD:**

**Chapel Mastin, Jr., aka, Chapel Mastin, aka  
James Chapel Mastin**

Chapel Mastin

Exhibit A

The Land

Tract 1:

Deed dated August 22, 2012, recorded August 24, 2012 in Book 322, Page 672, Harrison County Court Clerk, Harrison County, Kentucky.

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. 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), 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.

This property being the same property as that conveyed to Charles C. Tribble and Ernestine S. Tribble, his wife, by deed dated the 16th day of

February 1968 and recorded in Book 130, Page 782. Ernestine S. Tribble died on the 10th day of May, 2006 and pursuant to the survivorship clause in said deed all of her right, title and interest vested in Charles C. Tribble.

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.

BEING a part of the same property as that conveyed to Charles C. Tribble and Ernestine S. Tribble, bis wife, by Lalla Steffe, by Deed dated February 16, 1968, and of record in Deed Book 130, Page 782.

Tract 2:

Deed dated March 8, 1993, recorded September 17, 1993 in Book 198, Page 402, Harrison County Court Clerk, Harrison County, Kentucky.

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 with a field survey by William H. Finnie & Associates in May, 1989; a copy of said plat being recorded in Plat Cabinet 2, Sheet 135B.

Being a portion of the same property as that conveyed Diana Kay Baumstark Custer and Harold w. Custer, her husband, by Jane Clara Baumstark Shaffer Barcelo and Reno Barcelo, her husband by deed dated the 23rd day of March, 1988 and which is recorded in Deed Book 178, page 125. Thereafter by land contract dated the 6th day of June, 1989 recorded in Deed Book 181, page 733, Grantor's herein contracted to convey said real estate to the Grantees and this deed is pursuant to said contract.

Tract 3:

Deed dated December 27, 1974, recorded December 31, 1974, in Book 143, Page 398, Harrison County Court Clerk, Harrison County, Kentucky.

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 I is the same property as that conveyed Wilson Cox, etc. by John D. Jennings, Jr., etc. by deed dated February 3, 1956, and recorded in Deed Book 118, Page 520.

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 II is the same property as that conveyed Wilson Cox, etc. by Franklin Moore, etc. by deed dated February 24, 1956, and recorded in Deed Book 118, Page 477.

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. 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  $\frac{5}{8}$  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.  $\frac{5}{8}$ E. 18.40 chains to a stone near corn crib at "V"; thence S. 87 W. 25 links to a stone; thence S.  $\frac{3}{4}$  W. 3. 43 chains to a point in the said pike at "H"; thence s.  $82\text{-}\frac{3}{4}$  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.  $4\text{-}\frac{3}{4}$  W. 3. 70 chains to a stone at "C"; thence N. 88 W. 1.86 chains to a stone at "P"; thence S.  $\frac{3}{4}$  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 III is the same property as that conveyed Wilson Cox and Maggie Cox by Harry R. Lair, M.C.H. C. C. by deed dated March 25, 1944, and recorded in Deed Book 105, Page 272. Maggie Cox conveyed her interest in Parcel III to Marguerite Cox by deed dated October 10, 1951, and recorded in Deed Book 113, Page 521. Marguerite Cox died intestate on July 2, 1966, leaving her husband, Wilson Cox, and a daughter, Mildred Cox Rose, see affidavit of descent recorded in Deed Book 130, Page 893.

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  $6\text{-}\frac{1}{2}$  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  $\frac{3}{4}$  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  $38\text{-}\frac{1}{2}$  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 IV is the same property as that conveyed Wilson Cox, etc. by Mildred Cox by deed dated October 10, 1951, and recorded in Deed Book 113, Page 520.

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.

Parcel V is the same property as that conveyed Maggie Wilson Cox by Robert D. Wilson, et al, by deed dated January 6, 1917, of record in Deed Book 82, Page 140. Maggie Wilson Cox died in testate- leaving Wilson Cox as her only heir at law. See Affidavit of Descent recorded in Deed Book 129, Page 379.

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

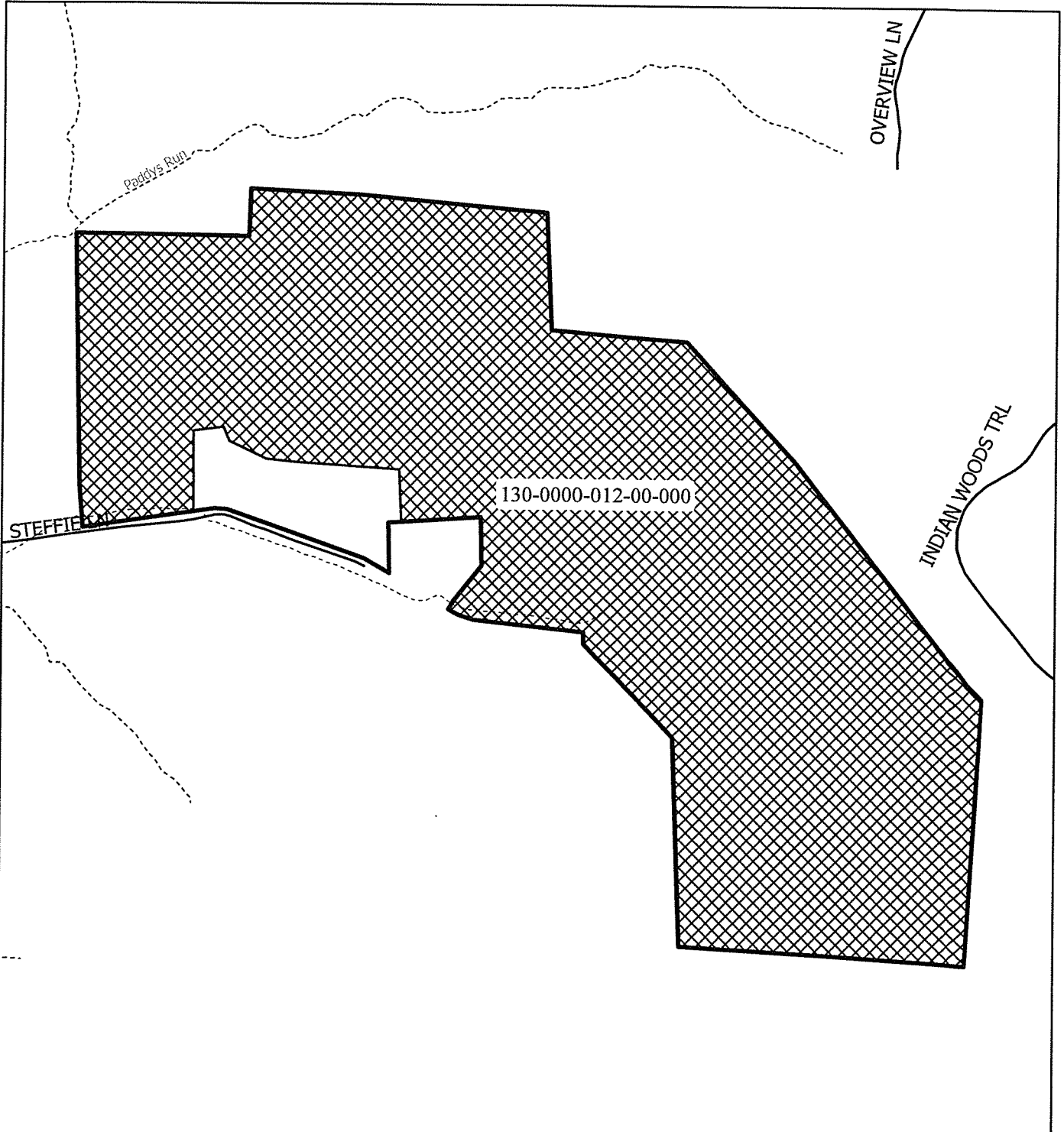
**Exhibit B**

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]

# Exhibit B



## Legend

-  The Premises
-  The Land

0 500 1,000 US Feet



## PARCEL INFORMATION:

### PROJECT:

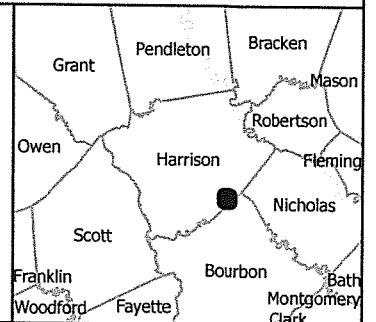
Blue Moon Solar LLC

### OWNERSHIP:

Chapel Mastin Jr.

### PARCEL IDENTIFICATION NUMBER:

130-0000-012-00-000

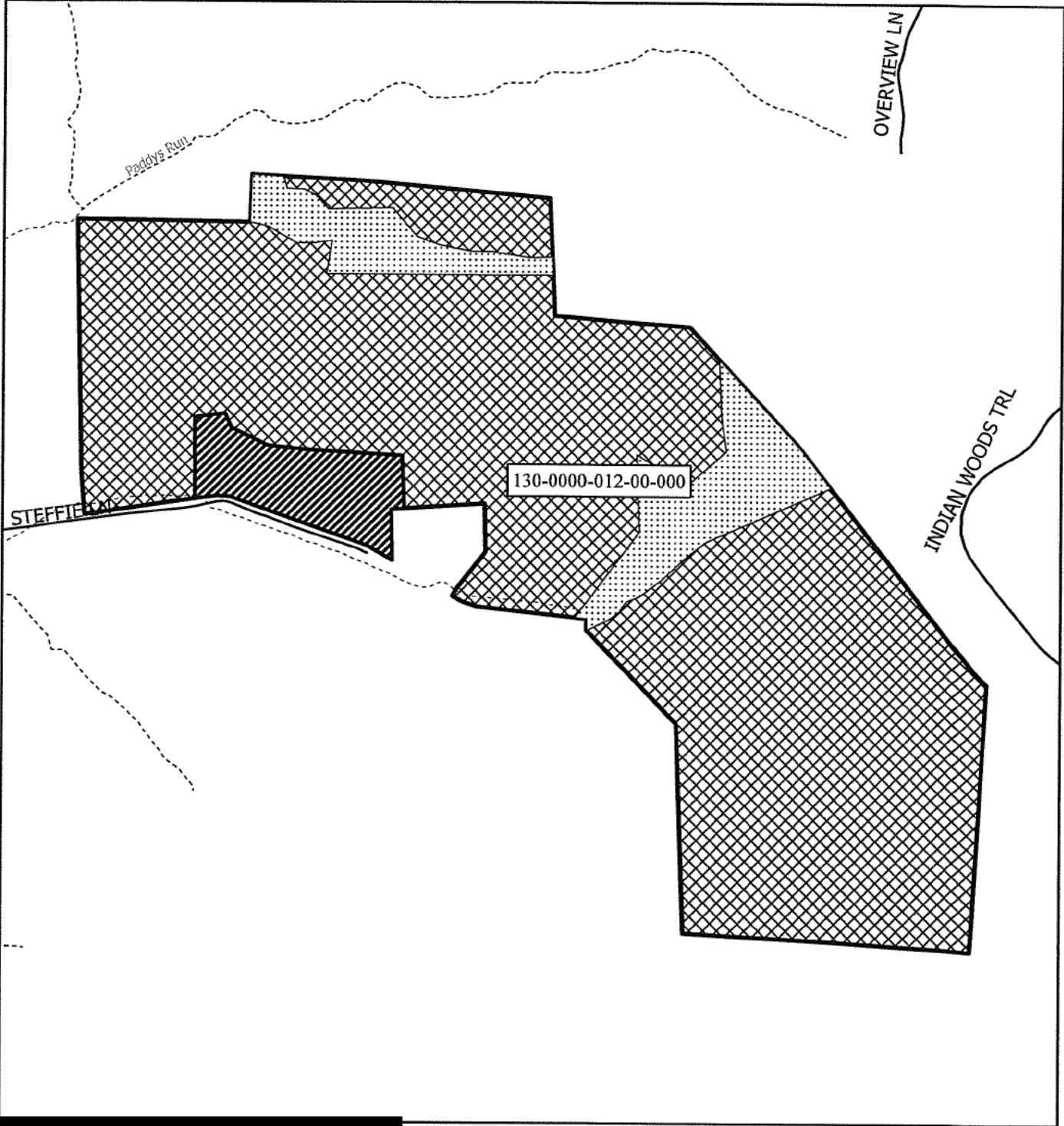





**Exhibit B-1**

[See Attached]

Exhibit B-1



Legend

 The Do Not Disturb Area

 The Land

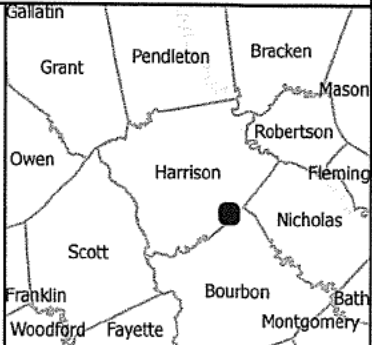


**PARCEL INFORMATION:**

PROJECT:  
Blue Moon Solar LLC

OWNERSHIP:  
Chapel Mastin Jr.

PARCEL IDENTIFICATION NUMBER:  
130-0000-012-00-000



**Exhibit C**

[form of Memorandum attached]

WHEN RECORDED RETURN TO:

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

### MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement (“Memorandum”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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.

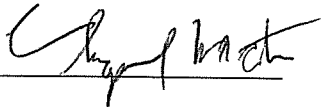
6. In the Lease Landlord waived the lien granted under Kentucky Revised Statutes §383.070 as to any personal property of Tenant or any sublessee under any sublease claiming under Tenant located on the Premises.
7. The purpose of this Memorandum is to give record notice of the Lease and of the rights 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**

  
\_\_\_\_\_

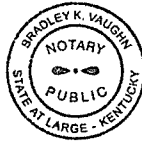
STATE OF KENTUCKY )  
 ) ss.  
COUNTY OF HARRISON )

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

**TENANT:**

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

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

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

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

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_ as \_\_\_\_\_ 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.

\_\_\_\_\_  
Notary Public in and for said State

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 Solar Ground Lease Agreement**

The Land

Tract 1:

Deed dated August 22, 2012, recorded August 24, 2012 in Book 322, Page 672, Harrison County Court Clerk, Harrison County, Kentucky.

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. 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), 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.

This property being the same property as that conveyed to Charles C. Tribble and Ernestine S. Tribble, his wife, by deed dated the 16th day of

February 1968 and recorded in Book 130, Page 782. Ernestine S. Tribble died on the 10th day of May, 2006 and pursuant to the survivorship clause in said deed all of her right, title and interest vested in Charles C. Tribble.

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.

BEING a part of the same property as that conveyed to Charles C. Tribble and Ernestine S. Tribble, bis wife, by Lalla Steffe, by Deed dated February 16, 1968, and of record in Deed Book 130, Page 782.

Tract 2:

Deed dated March 8, 1993, recorded September 17, 1993 in Book 198, Page 402, Harrison County Court Clerk, Harrison County, Kentucky.

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 with a field survey by William H. Finnie & Associates in May, 1989; a copy of said plat being recorded in Plat Cabinet 2, Sheet 135B.

Being a portion of the same property as that conveyed Diana Kay Baumstark Custer and Harold w. Custer, her husband, by Jane Clara Baumstark Shaffer Barcelo and Reno Barcelo, her husband by deed dated the 23rd day of March, 1988 and which is recorded in Deed Book 178, page 125. Thereafter by land contract dated the 6th day of June, 1989 recorded in Deed Book 181, page 733, Grantor's herein contracted to convey said real estate to the Grantees and this deed is pursuant to said contract.

Tract 3:

Deed dated December 27, 1974, recorded December 31, 1974, in Book 143, Page 398, Harrison County Court Clerk, Harrison County, Kentucky.

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 I is the same property as that conveyed Wilson Cox, etc. by John D. Jennings, Jr., etc. by deed dated February 3, 1956, and recorded in Deed Book 118, Page 520.

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 II is the same property as that conveyed Wilson Cox, etc. by Franklin Moore, etc. by deed dated February 24, 1956, and recorded in Deed Book 118, Page 477.

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. 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  $\frac{5}{8}$  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.  $\frac{5}{8}$ E. 18.40 chains to a stone near corn crib at "V"; thence S. 87 W. 25 links to a stone; thence S.  $\frac{3}{4}$  W. 3. 43 chains to a point in the said pike at "H"; thence s.  $\frac{82-3}{4}$  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.  $4-\frac{3}{4}$  W. 3. 70 chains to a stone at "C"; thence N. 88 W. 1.86 chains to a stone at "P"; thence S.  $\frac{3}{4}$  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 III is the same property as that conveyed Wilson Cox and Maggie Cox by Harry R. Lair, M.C.H. C. C. by deed dated March 25, 1944, and recorded in Deed Book 105, Page 272. Maggie Cox conveyed her interest in Parcel III to Marguerite Cox by deed dated October 10, 1951, and recorded in Deed Book 113, Page 521. Marguerite Cox died intestate on July 2, 1966, leaving her husband, Wilson Cox, and a daughter, Mildred Cox Rose, see affidavit of descent recorded in Deed Book 130, Page 893.

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  $6-\frac{1}{2}$  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  $\frac{3}{4}$  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  $38-\frac{1}{2}$  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 IV is the same property as that conveyed Wilson Cox, etc. by Mildred Cox by deed dated October 10, 1951, and recorded in Deed Book 113, Page 520.

#### 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.

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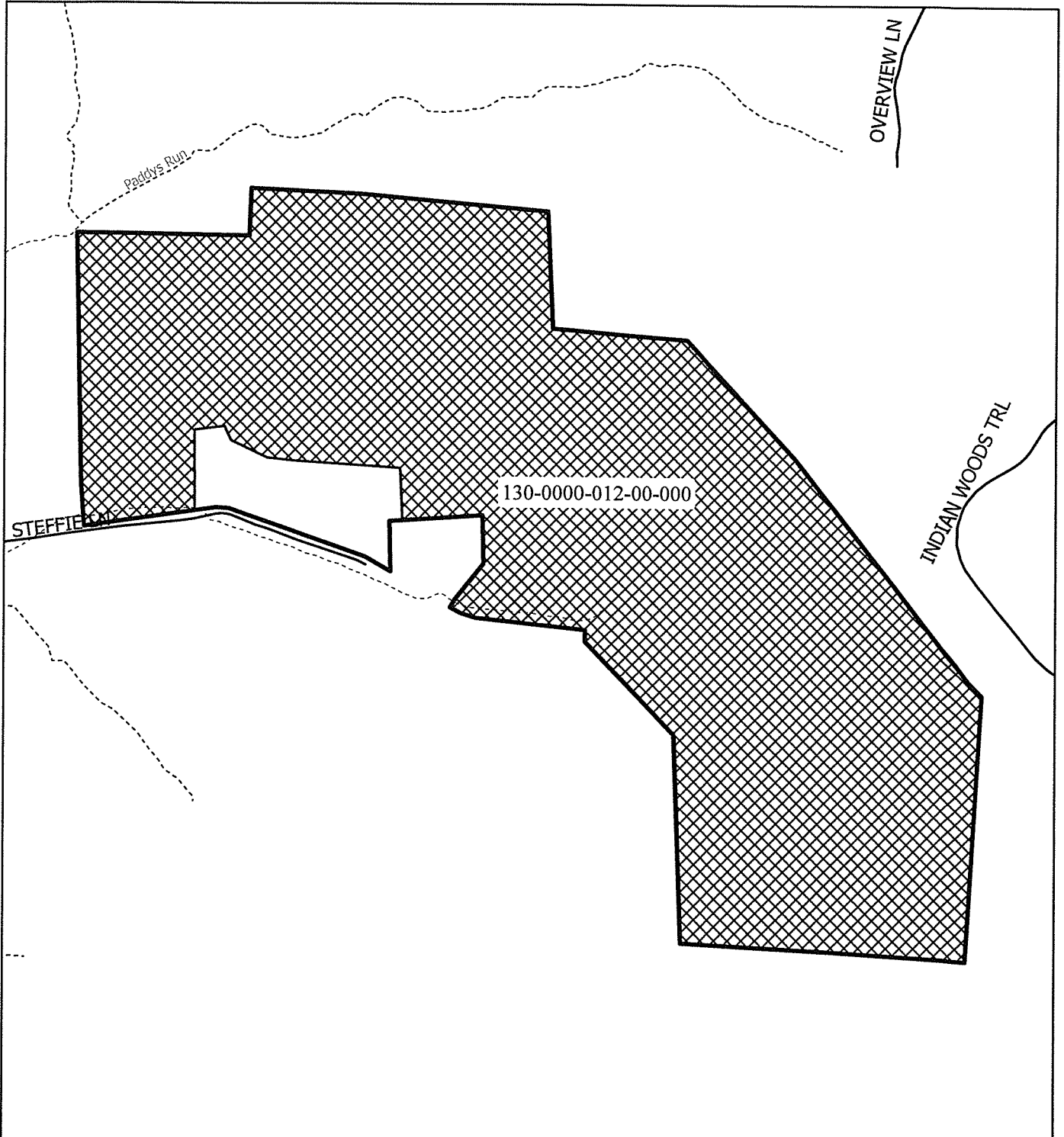
**Exhibit B to Memorandum of Solar Ground Lease Agreement**

**The Premises**



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[See Attached]

# Exhibit B



## Legend

-  The Premises
-  The Land



0 500 1,000 US Feet

## PARCEL INFORMATION:

### PROJECT:

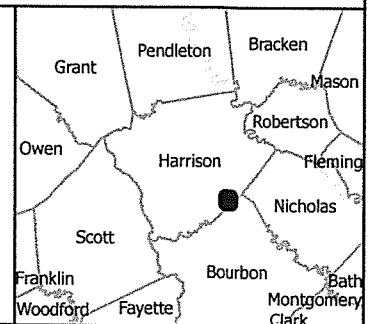
Blue Moon Solar LLC

### 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 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**

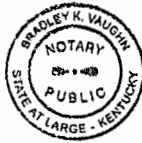
Chapel Mastin

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

TENANT:

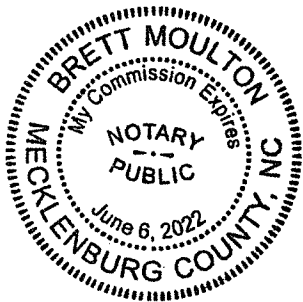
BLUE MOON SOLAR LLC,  
a Kentucky limited liability company

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

This instrument was prepared by:

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

TENANT:

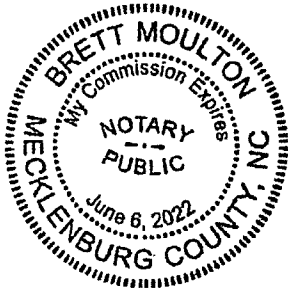
BLUE MOON SOLAR LLC,  
a Kentucky limited liability company

By: [Signature]  
Name: JERRY W 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 Jerry W 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

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 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. 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), 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 ands 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- $\frac{3}{4}$  E. 1.81 chains to center of Culvert at "D"; thence S 58- $\frac{3}{11}$  E. 3.63 chains to an iron pin at "E"; thence S. 58- $\frac{1}{4}$  E. 8 links to a stake in the said pike at "F"; thence N.  $\frac{3}{4}$  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  $\frac{5}{8}$  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.  $\frac{5}{8}$ E. 18.40 chains to a stone near corn crib at "V"; thence S. 87 W. 25 links to a stone; thence S.  $\frac{3}{4}$  W. 3.43 chains to a point in the said pike at "H"; thence s. 82- $\frac{3}{4}$  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- $\frac{3}{4}$  W. 3.70 chains to a stone at "C"; thence N. 88 W. 1.86 chains to a stone at "P"; thence S.  $\frac{3}{4}$  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- $\frac{1}{2}$  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  $\frac{3}{4}$  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- $\frac{1}{2}$  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  $\frac{3}{4}$  E 19.46 chs. to a stone at "F"; thence S 56- $\frac{1}{4}$  E 3.95 chs. to a stake at "G"; thence S 82- $\frac{3}{4}$  E. 2.28 chs to a stake in the center of the pike at "H"; thence N  $\frac{3}{4}$  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  $\frac{3}{4}$  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 Lefe 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°3 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.

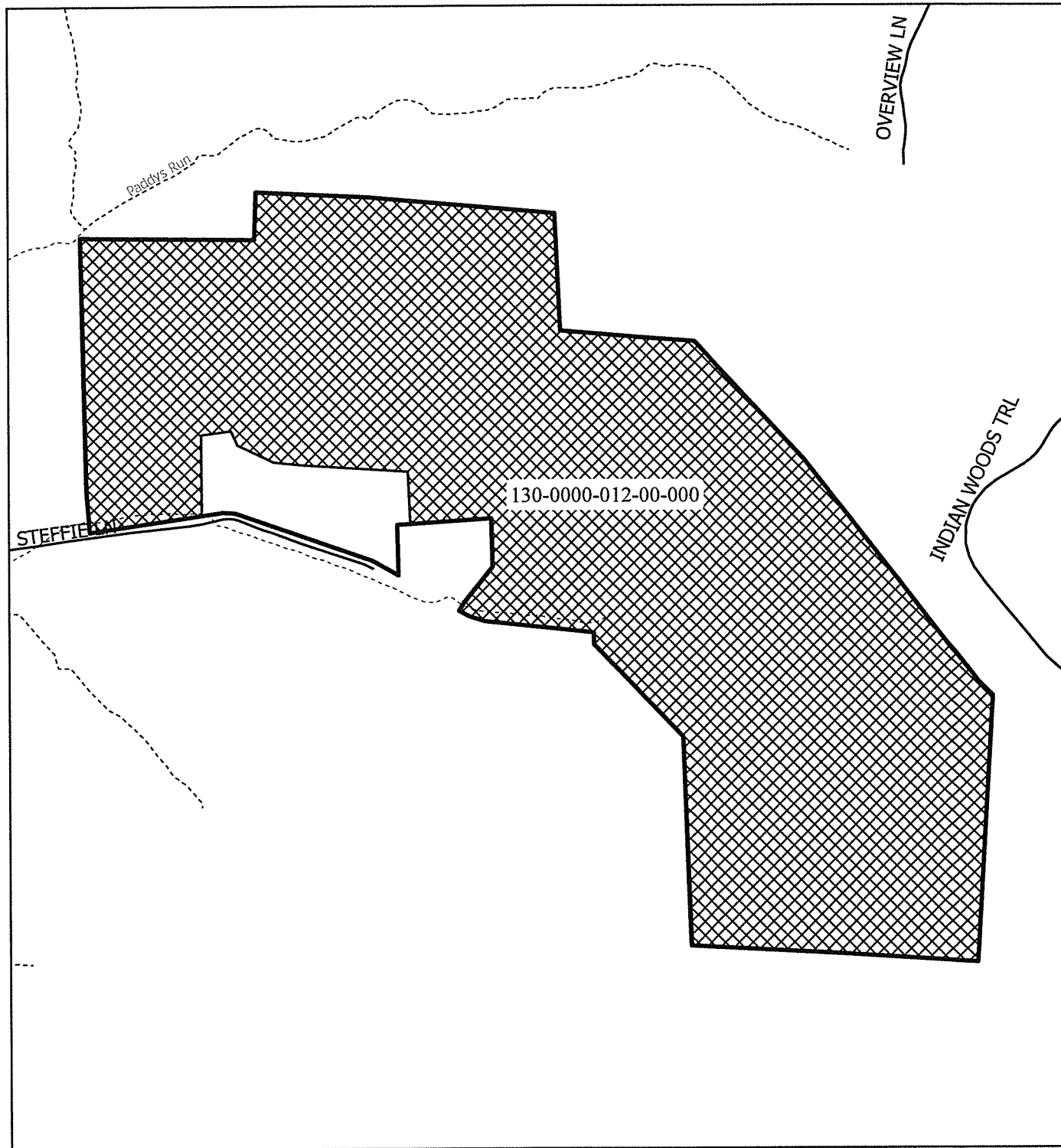
[See Attached]

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 Copping

Exhibit B



Legend

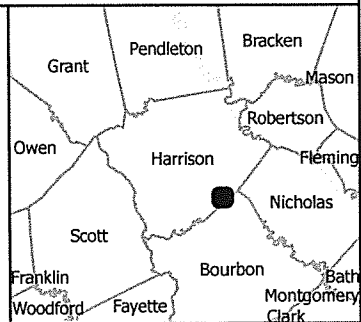
-  The Premises
-  The Land

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 16 day of Mar 2022  
Linda S. Barnes Clerk, By: Shelley Coppage

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 )

COUNTY OF HARRISON )

) ss.

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]

STATE OF KENTUCKY )

COUNTY OF HARRISON )

) ss.

BRADLEY K. VAUGHN

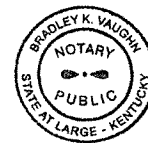
On JULY 7, 2021, before me, ~~Barry Wayne Haley~~, a Notary Public in and for said state, personally appeared **Barry Wayne Haley**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me 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.

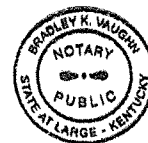
Bradley K. Vaughn

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



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





**GRANTEE:**

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

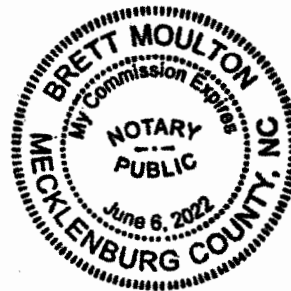
By: \_\_\_\_\_  
Name: MERGON FEHR  
Title: MANAGER

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

On July 13, 2021, before me, Brett Moulton, a Notary Public in and for said state, personally appeared Jergon 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.

Brett Moulton  
Notary Public in and for said State



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

**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**

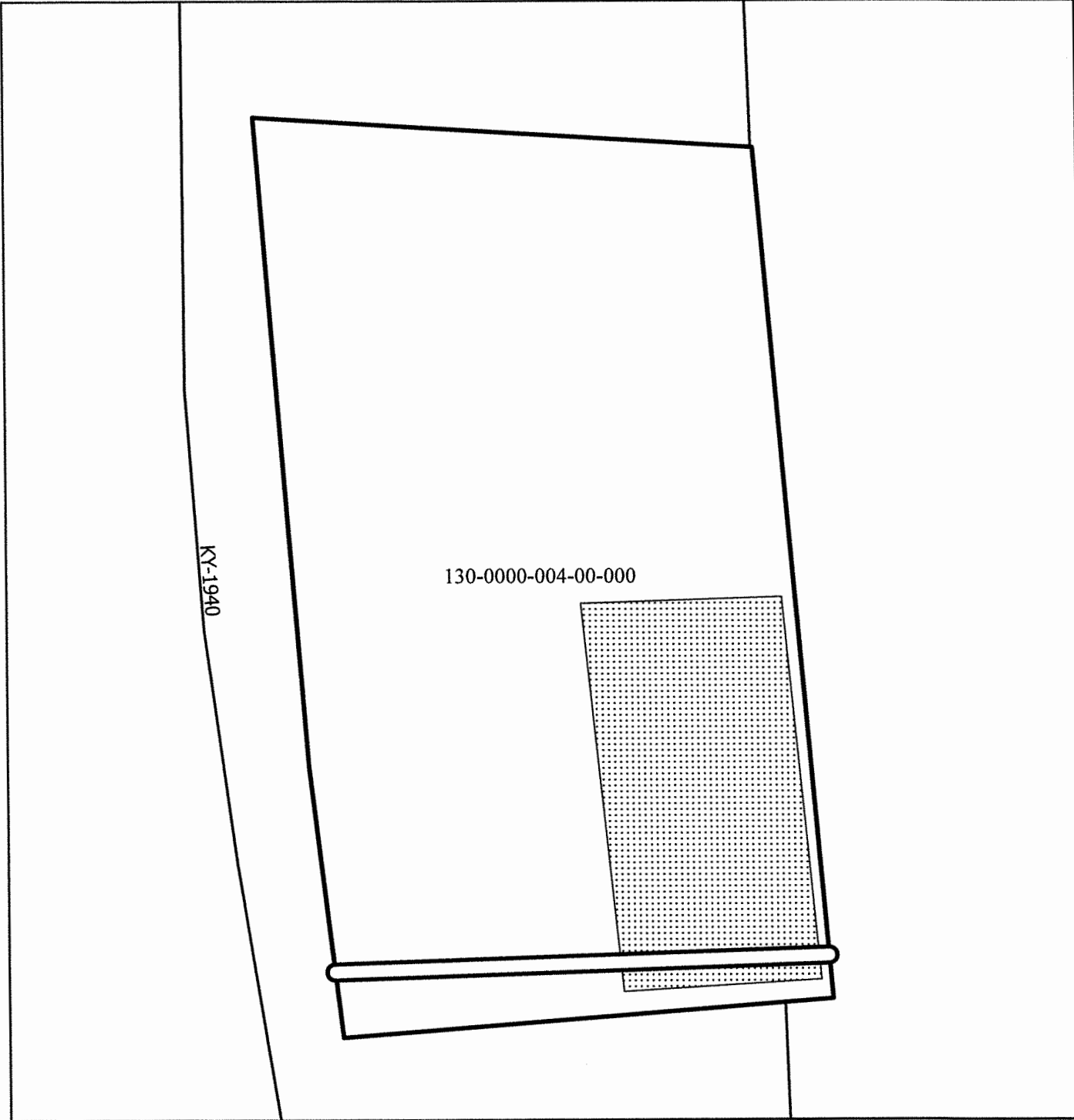
*Not used.*

**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

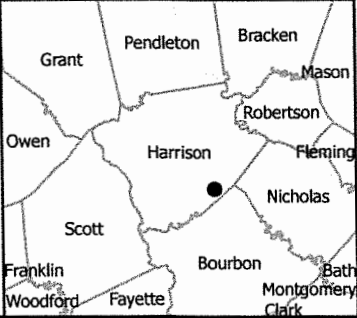


**PARCEL INFORMATION:**

PROJECT:  
Blue Moon Solar LLC

OWNERSHIP:  
Sarah Jane Haley & Barry Wayne Haley

PARCEL IDENTIFICATION NUMBER:  
130-0000-004-00-000

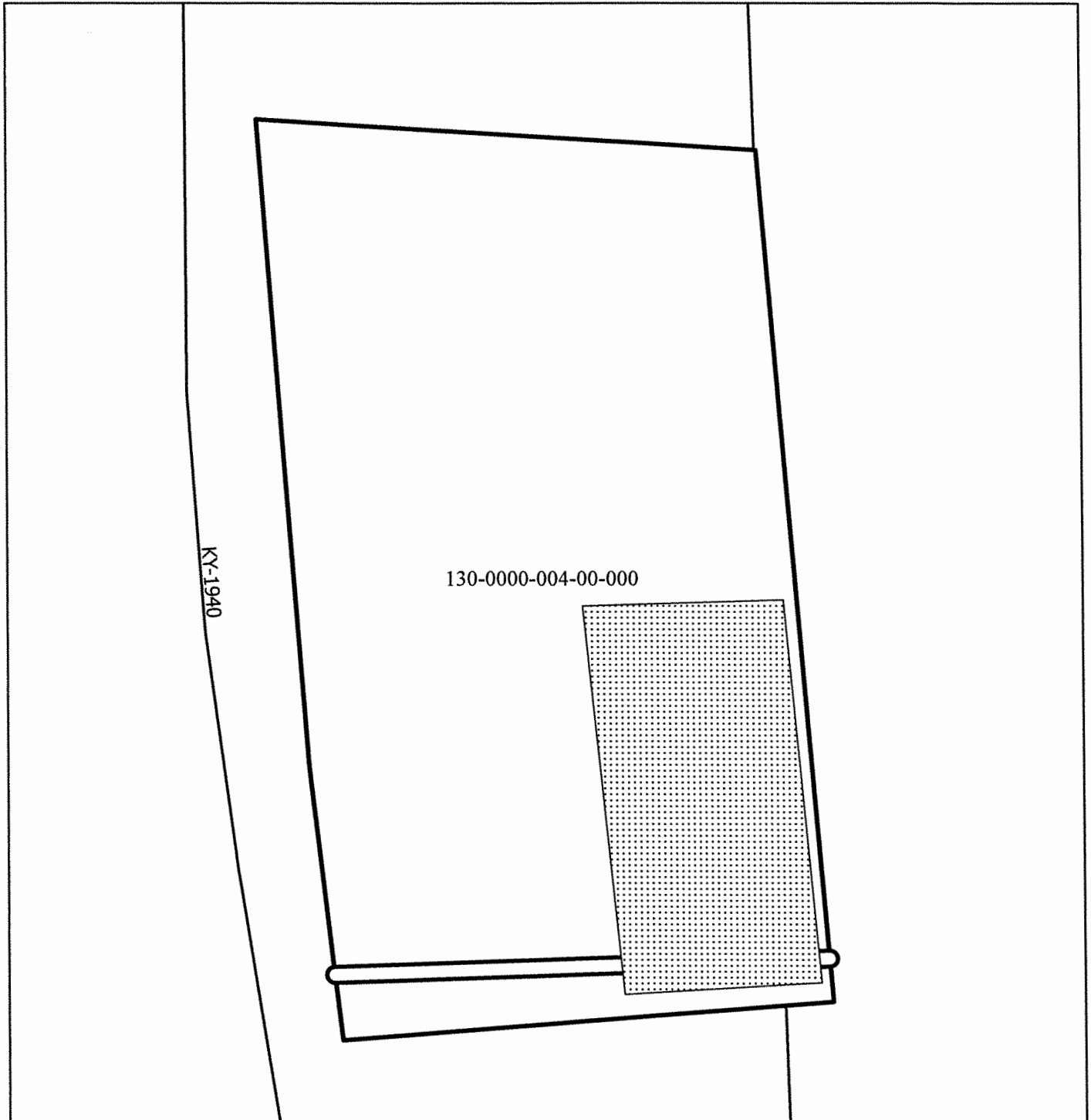


**EXHIBIT D**

**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

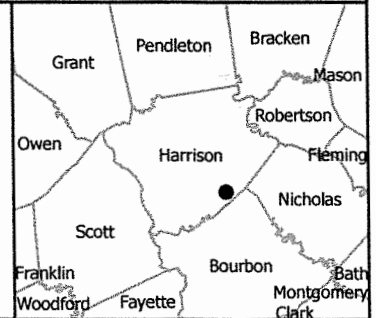


## PARCEL INFORMATION:

PROJECT:  
Blue Moon Solar LLC

OWNERSHIP:  
Sarah Jane Haley & Barry Wayne Haley

PARCEL IDENTIFICATION NUMBER:  
130-0000-004-00-000





## FIRST AMENDMENT TO SOLAR GROUND LEASE AGREEMENT

This First Amendment to Solar Ground Lease Agreement (this "**Amendment**") is entered into to be effective July 15, 2021 ("**Amendment Effective Date**"), between **Blue Moon Solar LLC**, a Kentucky limited liability company ("**Tenant**"), and **Georgia B. McCauley**, who is not married and **Pamela McCauley White** and her husband, **William T. White** (collectively, "**Landlord**"). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Original Lease (defined below).

### Recitals

A. Landlord and Tenant are parties to that certain Solar Ground Lease Agreement dated January 5, 2018 pertaining to certain real property more particularly described therein and located in Harrison County, Kentucky (the "**Original Lease**").

B. Landlord and Tenant wish to amend the Original Lease to amend the description of the Land, and to make other changes more fully described herein.

For and in consideration of mutual covenants and agreements of the parties contained in the Original Lease and this Amendment and other good and valuable consideration, the receipt and sufficiency of which are agreed and acknowledged, the parties agree as follows:

1. The Land and the Premises. **Exhibit A** to the Original Lease is hereby deleted and replaced with **Exhibits A** and **B** attached hereto and incorporated by reference herein. Additionally, the first recital of the Original Lease is hereby deleted and replaced with the following:

"In consideration of [REDACTED] (the "**Phase I Payment**") previously paid by Tenant to Landlord, the receipt and sufficiency of which are hereby acknowledged by Landlord, and the rent to be paid to Landlord by Tenant as hereinafter provided, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, approximately 48 acres being all or a portion of that certain property with Parcel ID No. 116-0000-012-01-000 located at 2308 KY Hwy 36 E Cynthiana, KY 41031 in Harrison County, Kentucky which property is more fully described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Land**"), together with all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon (the Land leased to Tenant is generally depicted in **Exhibit B** attached hereto and by this reference made a part hereof, and, together with the above-described property, improvements and appurtenances are hereinafter collectively referred to as the "**Premises**"), to be occupied and used upon the terms and conditions herein set forth. One Hundred and No/100 Dollars (\$100.00) of the Phase I Payment was provided as independent consideration (the "**Independent Consideration**") for Tenant's right to terminate the Lease as set forth in Section 1(c) and

(d). The Independent Consideration was wholly earned by Landlord upon Landlord's execution of the Lease, and is not refundable, or applicable to the rent, under any circumstances."

2. [REDACTED] The following is added to the end of Section 1 of the Original Lease:

[REDACTED]

3. Rent Commencement Date. Section 2(d) of the Original Lease is amended to replace the incorrect reference to "Section 2(e)" with a reference to "Section 2(d)".

4. Indemnifications. Section 16(a) of the Original Lease is amended to replace the incorrect reference to "Section 17(a)" with a reference to "Section 16(a)" in the second to last sentence of Section 16(a).

5. Ownership of Solar Energy and Attributes; Tax Credits and Incentives. Section 26 of the Original Lease is amended to add the following at the end of Section 26:

"Landlord hereby waives 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."

6. Confidentiality. Section 30 of the Original Lease is amended to replace the incorrect references to "Section 29" with references to "Section 30".

7. Leasehold Financing. Section 35(b)(iii) of the Original Lease is amended to replace the incorrect reference to "Section 36" with a reference to "Section 35".

8. Tenant. Notwithstanding any deficiencies in Tenant's signature to the Original Lease, the parties hereby acknowledge and agree that Tenant executed the Original Lease.

9. Landlord. Landlord and Tenant hereby acknowledge that due to clerical error, "William T. White" was omitted from the recitals in the Original Lease.

10. Memorandum. The parties acknowledge and agree that they failed to execute and record a memorandum of the Original Lease. In lieu of the memorandum of the Original Lease, the parties shall, concurrently with the execution of this Amendment, execute and record a memorandum of this Amendment in the form attached to this Agreement as Exhibit C, which memorandum may be recorded by Tenant in the Public Registry in the County in which the Land is located.

11. Payment. Landlord hereby ratifies all payments made under the Original Lease to Pamela McCauley White and further authorizes all payments under the Original Lease to be made to Pamela McCauley White.

12. Landlord and Tenant confirm and ratify all of the terms of the Original Lease, as amended by this Amendment. As amended by this Amendment, the Original Lease shall remain in full force and effect and be binding upon Landlord and Tenant in accordance with its terms. This Amendment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument. Additionally, the parties, and any third party, may rely on a copy or facsimile of an executed counterpart as if such copy or facsimile were an original.

Executed and delivered to be effective as of the Amendment Effective Date.

[Intentionally blank – signatures on following page]

**TENANT:**

**Blue Moon Solar LLC**, a Kentucky limited liability company

By: 

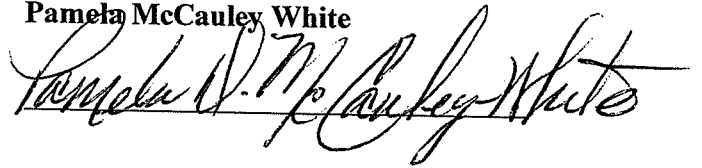
Name: \_\_\_\_\_

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

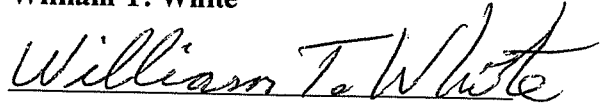
MORGAN KERR  
MANAGER

**LANDLORD:**

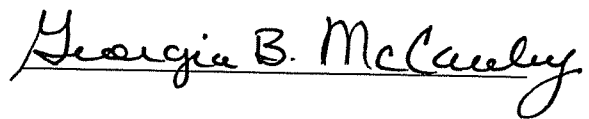
**Pamela McCauley White**



**William T. White**



**Georgia B. McCauley**



**Exhibit A**

**The Land**

Deed dated November 3, 2008, recorded December 23, 2008 in Book 306, Page 553, Official Public Records, Harrison County, Kentucky.

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.

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

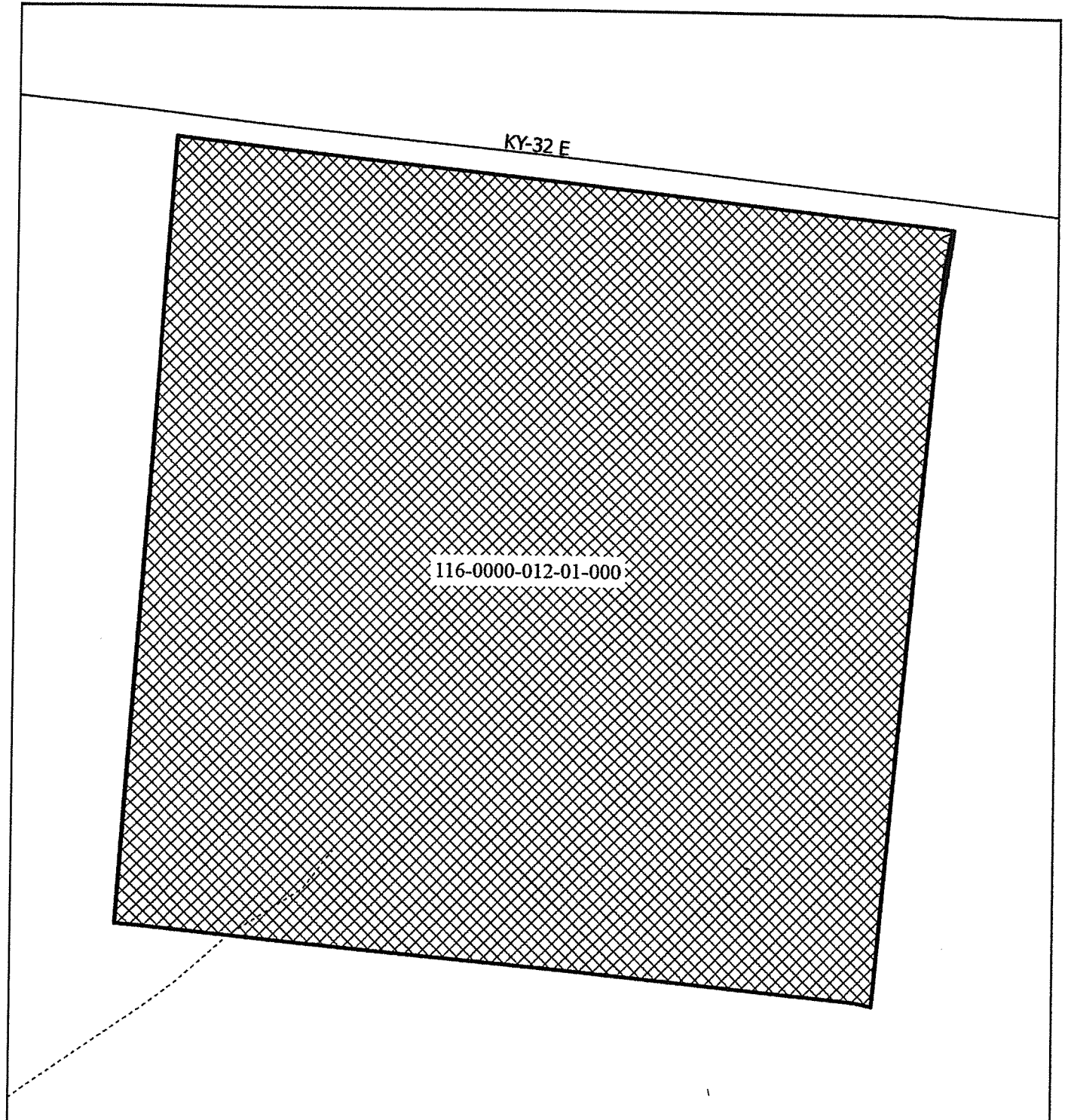
**Exhibit B**

**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 unilateral amendment 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



0      240      480 US Feet



## PARCEL INFORMATION:

### PROJECT:

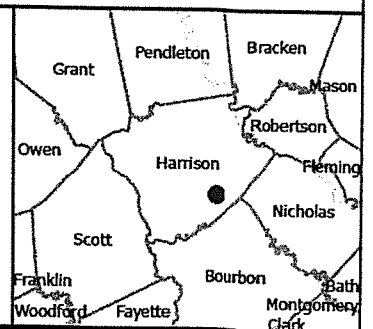
Blue Moon Solar LLC

### OWNERSHIP:

Pam McCauley White & Georgia B. McCauley

### PARCEL IDENTIFICATION NUMBER:

116-0000-012-01-000

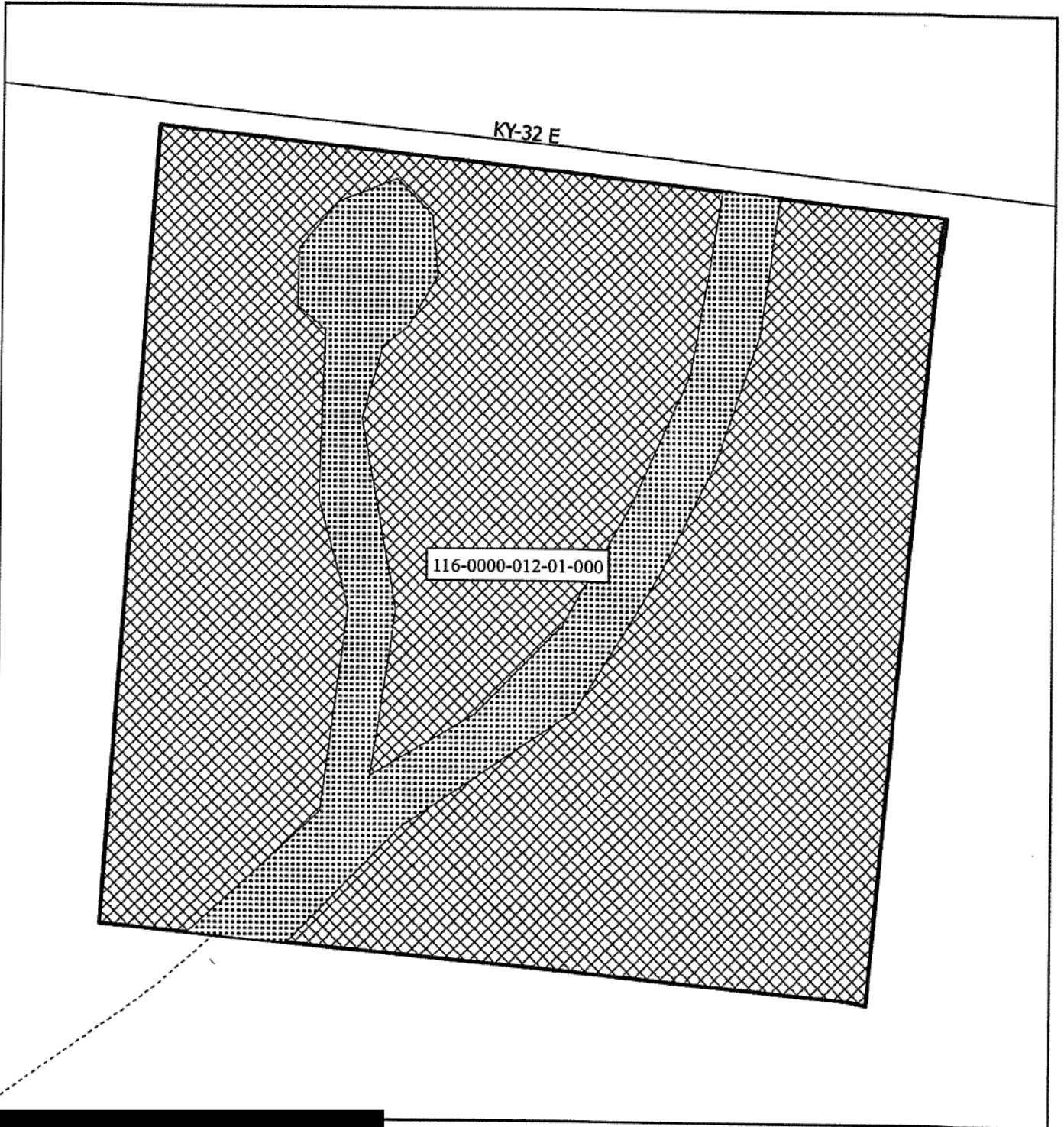


**Exhibit B-1**

[See Attached]



Exhibit B-1



Legend

 The Land

0 240 480 US Feet



**PARCEL INFORMATION:**

PROJECT:

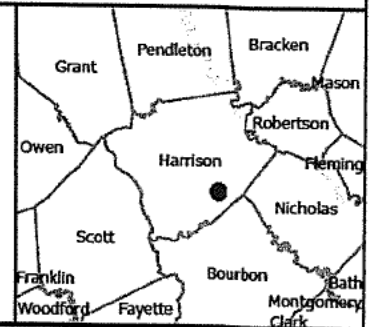
Blue Moon Solar LLC

OWNERSHIP:

Pam McCauley White & Georgia B. McCauley

PARCEL IDENTIFICATION NUMBER:

116-0000-012-01-000



**Exhibit C**

[form of Memorandum attached]

WHEN RECORDED RETURN TO:

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

### 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  
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 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.



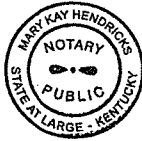
Mary Kay Hendricks  
NOTARY PUBLIC  
State at Large, Kentucky  
ID # 635970  
My Commission Expires  
December 21, 2023

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 Hendrick 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



TENANT:

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

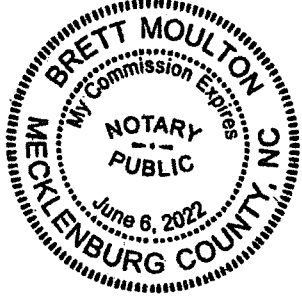
By: [Signature]  
Name: BERGEN FEHR  
Title: MANAGER

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

On July 15, 2021, before me, Brett Moulton, a Notary Public in and for said state, personally appeared Bergen 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



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 Solar Ground Lease Agreement**

**The Land**

Deed dated November 3, 2008, recorded December 23, 2008 in Book 306, Page 553, Official Public Records, Harrison County, Kentucky.

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.

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

## 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



0 240 480 US Feet



## PARCEL INFORMATION:

### PROJECT:

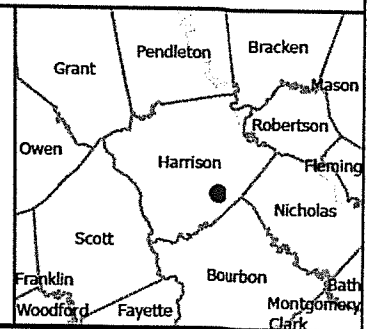
Blue Moon Solar LLC

### OWNERSHIP:

Pam McCauley White & Georgia B. McCauley

### PARCEL IDENTIFICATION NUMBER:

116-0000-012-01-000



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 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 March 2022  
Linda S. Barnes Clerk, By: Shelley Loppert

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.

**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 )

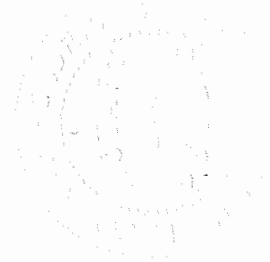
On 7-12-, 2021, before me, Mary Kay Hendricks, a Notary Public in and for said state, personally appeared William T. White, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he 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



**TENANT:**

BLUE MOON SOLAR LLC,  
a Kentucky limited liability company

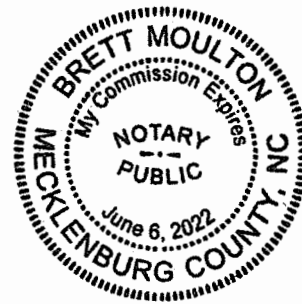
By: \_\_\_\_\_  
Name: JERGEN FEHR  
Title: MANAGER

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

On July 15, 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.

*Brett Moulton*  
Notary Public in and for said State



This instrument was prepared by:

A handwritten signature in black ink, appearing to read "BDZ", written over a horizontal line.

---

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.

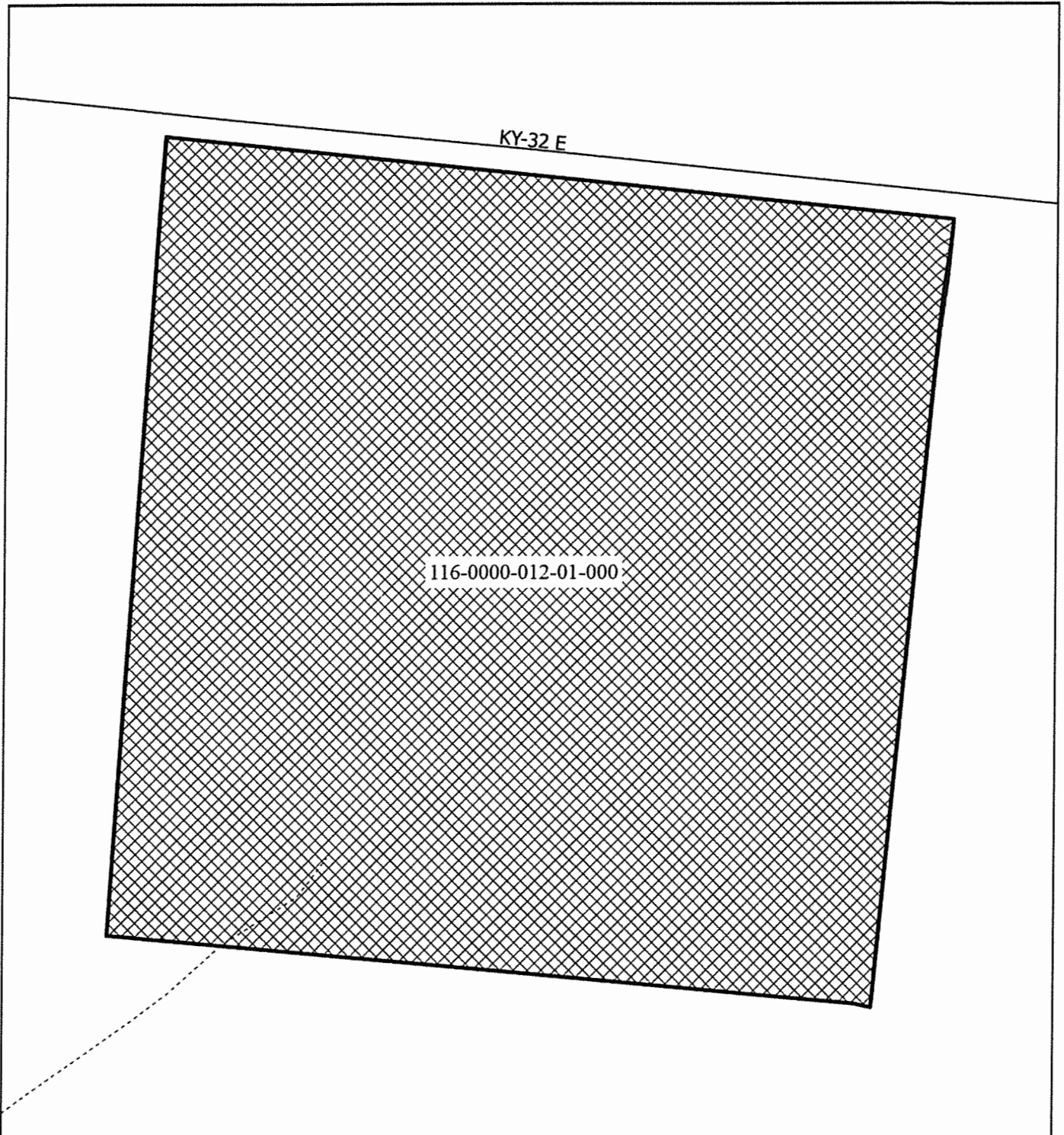
**Exhibit B to Memorandum of Solar Ground Lease Agreement**

**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.

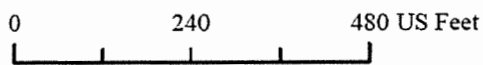
[See Attached]

# Exhibit B



## Legend

-  The Premises
-  The Land



## PARCEL INFORMATION:

### PROJECT:

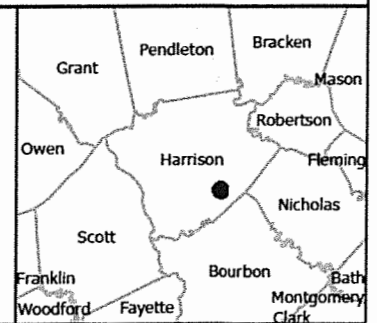
Blue Moon Solar LLC

### OWNERSHIP:

Pam McCauley White & Georgia B. McCauley

### PARCEL IDENTIFICATION NUMBER:

116-0000-012-01-000





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 Brizer 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.

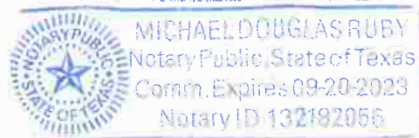
Signed, sealed and delivered in  
the presence of:

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

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

My commission expires: 09.20.2023

[NOTARIAL SEAL]



Optionee:

SiteCo, LLC,  
a Delaware limited liability company

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

Name: Spivey Paup

Title: Vice President

This instrument was prepared by:

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

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 2½ 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 2022 at 3:42 P.M.; lodged in my office  
certified as above for record; whereupon, the same and this  
certification are now duly recorded.  
Given under my hand this the 1 day of March 2022  
Linda S. Barnes Clerk, By: Shelley Coppag D.C.

**OPTION AGREEMENT FOR  
THE PURCHASE AND SALE OF REAL PROPERTY**

**PARCEL ID NO. 128-0000-008-00-000  
HARRISON COUNTY, KENTUCKY**

THIS OPTION AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (this "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2021 (such date being the date this Agreement is last signed and executed, the "Effective Date"), by and between KEVIN D. BRADFORD, a single person ("Seller"), and SITECO, LLC, a Delaware limited liability company ("Purchaser").

**RECITALS**

A. Seller is the owner of certain real property in Harrison County, in the state of Kentucky, commonly identified as Parcel ID No. 128-0000-008-00-000 (the "Undivided Lot") as more particularly described on Exhibit A attached hereto and incorporated herein. Seller desires to sell a portion of the Undivided Lot containing up to approximately sixty-six (66) acres of land as more particularly depicted on Exhibit A-1 attached hereto and incorporated herein (the "Land").

B. As used in this Agreement, the term the "Property" shall mean, collectively: (a) the Land, together with all of Seller's right, title and interest in all rights, easements, rights-of-way and other interests appurtenant thereto including, but not limited to, any streets or other public ways adjacent to such Land and any development rights, water rights or mineral rights owned by, or leased to, Seller; (b) all improvements located on such Land, if any (all such improvements being collectively referred to herein as the "Improvements"); and (c) all trademarks, trade names, permits, approvals, and entitlements and other intangible property used in connection with the foregoing, including, without limitation, all of Seller's right, title and interest in any and all warranties and guaranties relating to the Property (collectively, the "Intangible Personal Property").

C. Seller desires to grant to Purchaser an option to purchase the Property on the terms set forth herein. Seller acknowledges that upon acquisition of the Property, Purchaser shall be free to use and dispose of such Property in any manner Purchaser deems appropriate and that Purchaser may sell such Property for any price Purchaser deems appropriate to any subsequent buyer.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Grant of Option to Purchase.

(a) Option to Purchase. Seller hereby grants to Purchaser an exclusive and irrevocable option (the "Option") to purchase from Seller and, if Purchaser exercises the Option, agrees to sell to Purchaser, all of the Property, subject to and upon the terms, covenants and conditions set forth herein.

(b) Subdivision of Land. Purchaser shall, at Purchaser's sole cost and expense, apply for and seek all required approvals and satisfy all regulatory conditions and requirements to legally subdivide the Undivided Lot to create the separate parcel for the Property to be purchased by

K.B.

Purchaser. Purchaser shall be responsible for any and all expenses of surveys, engineering and professional services required in creating the separate legal parcel. At Purchaser's request at any time during the Option Term, Seller shall fully support and cooperate with Purchaser in Purchaser's efforts to obtain approval of the subdivision request, including, without limitation, joining with Purchaser in the signing of any application, filing, request, waiver, variance, subdivision map or parcel map, land use permit and/or approvals, in each case as Purchaser may deem necessary or desirable to obtain subdivision approval, executing any deeds to create the separate parcels, and satisfying (at no cost to Seller) any conditions of approval imposed by the approving jurisdiction(s) for such subdivision. The Land configuration and boundary of the new separate legal parcel shall be determined by Purchaser, provided, however, Purchaser agrees that the remaining portion of the Land that will not be acquired by Purchaser, taken together with the remaining portion of the Undivided Lot, must be contiguous. The Closing of the Property is expressly conditioned upon the legal subdivision of the Land, including the approval and the filing of a final subdivision map or parcel map as may be required by the applicable jurisdiction(s). This legal parcel condition is not subject to waiver by the parties.

(c) In connection with any subdivision of the Undivided Lot, all parties understand that the legal parcel that constitutes the Property after such subdivision must be configured so as to have at least fifty feet (50') of road frontage on a public right of way as depicted on Exhibit A-1.

2. Option Term.

(a) Term. The term of the Option shall commence on the Effective Date and shall expire on the date that is [REDACTED] (the "Option Term"). If Purchaser does not exercise the Option or terminate this Agreement prior to the expiration of the Option Term, Purchaser shall be deemed to have terminated this Agreement, and the parties shall both execute a writing confirming such termination.

(b) Purchaser's Right to Terminate. Notwithstanding anything in this Agreement to the contrary, Purchaser shall have the right to terminate this Agreement at any time prior to the end of the Option Term in its sole and absolute discretion and for any or for no reason whatsoever.

[REDACTED]

Upon any termination of this Agreement, Purchaser and Seller agree to document such termination by executing and delivering to each other a Termination Agreement in the form attached hereto as Exhibit B and incorporated herein.

3. Option Consideration.

(a) Signing Consideration. Within [REDACTED] after the Effective Date, Purchaser shall pay to Seller the amount of [REDACTED] (the "Signing Option Consideration"). [REDACTED]

The parties acknowledge and agree that the Signing Option Consideration is adequate consideration paid by Purchaser to Seller for entering into this Agreement and the right and ability of Purchaser to



commence its due diligence of the Property and evaluate the transaction contemplated by this Agreement.

(b) Option Payments. On or before the respective payment dates set forth below, Purchaser shall pay and release to Seller the additional sums set forth below (collectively, with the Signing Option Consideration, the ("Option Consideration"), all in the form of immediately available funds.

<u>Amount of Option Consideration</u>	<u>Payment Date</u>

(c) Account Information. All payments made by Purchaser under this Section 3 shall be made by check payable to Seller and delivered to Seller at Seller's Address set forth in Section 16 below.

(d) Termination for Failure to Pay. If Purchaser fails to make a payment of Option Consideration within five (5) business days of its respective payment date, this Agreement shall be deemed terminated; provided, however, if Seller accepts any Option Consideration payment made after its respective payment date, this Agreement shall continue in full force and effect and Seller hereby waives any claims it may have due to such Option Consideration payment having been made past its respective payment date. If this Agreement is so deemed terminated, or is otherwise terminated as provided herein, Purchaser shall have no further obligation to pay any Option Consideration that has a payment date that is on or following the date of such termination.

4. Exercise of Option.

The Option may be exercised upon Purchaser's written notice to Seller of its election to exercise the Option ("Option Notice") within the Option Term specified in Section 2. Such Option Notice shall be deemed timely if it is transmitted by facsimile, delivered or mailed, certified mail, return receipt requested, or via a nationally recognized overnight delivery service within the time period specified in Section 2. Purchaser's Option Notice shall specify

Purchase Price (defined below) for the Property. From and after Purchaser's exercise of the Option,

In the event that Purchaser timely exercises the Option, Seller shall sell to Purchaser and Purchaser shall buy from Seller the Property, on the terms and conditions established in this Agreement.

13.B

5. Purchase Price.

(a) The "Purchase Price" for the Property shall be equal to [REDACTED] multiplied by the actual number of acres in the Land to be purchased by Purchaser [REDACTED]

(b) The Purchase Price shall be paid at the closing of the sale of the Property to Purchaser (the "Closing") as follows:

(i) [REDACTED]

(ii) The balance of the Purchase Price, plus or minus prorations and other adjustments hereunder, shall be paid to Seller in cash or other immediately available funds at the Closing.

6. Due Diligence and Time for Satisfaction of Conditions.

Purchaser shall have the right to access the Property and to commence due diligence with respect to the Property immediately following the Effective Date, and the due diligence period ("Due Diligence Period") shall expire at [REDACTED] Within five (5) days after the Effective Date, Seller shall deliver to Purchaser or make available to Purchaser and its employees, representatives, counsel and consultants access to all of its books, records and files relating to the Property in Seller's possession or control, including, without limitation, all of the items set forth in Section 7 below (collectively, the "Due Diligence Items").

7. Diligence Period Conditions.

The following shall be conditions precedent to Purchaser's obligation to purchase the Property (the "Diligence Period Conditions"):

(a) Intentionally deleted.

(b) Purchaser's review and approval of the Due Diligence Items, including, but not limited to, any and all tenant leases (including oil, gas or mineral rights), if any, and all amendments thereto (collectively, the "Leases"); all contracts pertaining to the use and operation of the Property, if any (collectively, the "Service Contracts"); permits and entitlements; any materials or reports concerning the physical condition of the Property; any records of the use of Hazardous Materials (defined below) on the Property; and such other documents and information reasonably requested by Purchaser, including, but not limited to, any existing Phase I and/or II Environmental Site Assessment, geotechnical studies, biological studies, cultural resource studies, wetland studies, drainage studies and/or plans, improvement plans, building plans, traffic studies, water supply assessment studies, and crop planting and harvesting schedules, if any. All Leases and Service Contracts shall be terminated by Seller [REDACTED] effective prior to the Closing.

(c) Purchaser's review and approval of the condition of title to the Property. Purchaser shall obtain a current preliminary title report or a commitment for title insurance with respect to all of the Land, issued by Old Republic Title Insurance Company or such other title insurance

company selected by Purchaser in its sole discretion (the "Title Company"), accompanied by copies of all documents referred to in the report or commitment (collectively, the "Preliminary Report"). Seller shall deliver to Purchaser at Seller's sole cost and expense, within five (5) days after the Effective Date, the following:

(i) copies of all existing and proposed easements, covenants, restrictions, agreements or other documents which affect title to the Property that are actually known by Seller and are not recorded (and, within five (5) days after Purchaser's delivery to Seller of a copy of the Preliminary Report, any such documents that are actually known by Seller that may be recorded, but that are not disclosed by the Preliminary Report) (collectively, "Undisclosed Encumbrances"), including but not limited to any existing above ground or below ground irrigation pipes, water wells, pumps, gas lines, and electrical service lines serving the Property (and if no such documents exist, a written explanation of or map showing the existence of any such items); and

(ii) the most recent survey of the Property, if available. Purchaser shall have the right [REDACTED] to obtain a new survey of the Property and/or an update of any survey provided by Seller. Any surveys provided by Seller, together with any new or updated survey obtained by Purchaser, are collectively referred to herein as the "Survey".

Purchaser shall have until [REDACTED] to notify Seller in writing of any objections (the "Title Objections") with respect to the Preliminary Report, Undisclosed Encumbrances and the Survey based on its review thereof. Seller shall have five (5) business days after receipt of the Title Objections to notify Purchaser in writing that Seller (a) will cause, or (b) elects not to cause, any or all Title Objections disclosed therein to be removed or otherwise cured prior to Closing. Seller's failure to notify Purchaser within such five (5) business day period as to any Title Objections shall be deemed an election by Seller not to remove or otherwise cure such Title Objections. If Seller notifies or is deemed to have notified Purchaser that Seller will not remove or otherwise cure any or all of the Title Objections, Purchaser shall have until [REDACTED] to (i) terminate this Agreement, or (ii) waive such Title Objections (failure of Purchaser to provide Seller notice of either (i) or (ii) above shall be deemed a waiver by Purchaser of such Title Objections). Notwithstanding the foregoing, Seller shall in any event be obligated to cure (and cause to either be removed from record or endorsed over, subject to Purchaser's approval thereof) any and all of the following matters: (x) mortgage liens, deed of trust liens, judgement liens or any other monetary lien against the Property, (y) mechanics' liens against the Property, and (z) delinquent liens for real estate taxes and assessments. [REDACTED]

[REDACTED] Purchaser may additionally, at any time prior to the Closing, notify Seller in writing (the "Gap Notice") of Purchaser's objection to any title exceptions or Survey matters not created by Purchaser or with Purchaser's prior written consent (A) raised by the Title Company or otherwise disclosed to Purchaser between the expiration of the Due Diligence Period and the Closing and (B) not disclosed by the Title Company or otherwise known to Purchaser [REDACTED] (the "New Title Matters"). If Purchaser sends a Gap Notice to Seller, Seller shall have five (5) business days after receipt of the Gap Notice to notify Purchaser in writing whether Seller (aa) will cause, or (bb) elects not to cause, any or all of the objections set forth in the Gap Notice to be removed or otherwise cured prior to Closing. Seller's failure to respond in writing to Purchaser's Gap Notice within such five (5) business day period shall be deemed Seller's election not to cause the removal or other cure of the

14.B.

objections set forth in the Gap Notice. If Seller notifies or is deemed to have notified Purchaser that it elects not to cause the removal or other cure of the objections set forth in the Gap Notice, Purchaser shall have five (5) business days after the expiration of Seller's five (5) business day period to either (1) terminate this Agreement, or (2) waive the objections set forth in Purchaser's Gap Notice and proceed to the Closing.

[REDACTED]  
[REDACTED] The Closing Date (as defined below) shall be extended as necessary to accommodate the time periods set forth in this Section. Within ten (10) days after receipt of a written request made from time to time by Purchaser, Seller shall execute and deliver to Purchaser any owner's affidavit reasonably requested by any title company or attorney reviewing title to the Property.

(d) Purchaser's review and approval in its sole and absolute discretion, prior to the expiration of the Due Diligence Period, of all aspects of the Property, including, without limitation, all of the Due Diligence Items, and the results of Purchaser's examinations, inspections, testing, and or investigations of the Property and the Due Diligence Items (collectively, "Purchaser's Due Diligence Investigations"). Purchaser's Due Diligence Investigations may include an examination for the presence or absence of Hazardous Materials (as defined below) on, under or in the Property including, without limitation, the review and approval of any Phase I or Phase II environmental report, geotechnical study, biological study, cultural resource study, wetland study, drainage study and/or plans, improvement plans, building plans, traffic study, water supply assessment study, and crop planting and harvesting schedule which Purchaser may obtain, at its cost, during the Due Diligence Period. In the event Purchaser wishes to conduct a Phase II environmental audit report, at Purchaser's sole cost and expense, Seller agrees to such testing on the Property.

(e) Purchaser's review and approval, in its sole and absolute discretion, prior to the expiration of the Due Diligence Period, of reports by consultants, engineers and/or architects selected by Purchaser to inspect the Property.

(f) Purchaser's review and approval in its sole and absolute discretion, prior to the expiration of the Due Diligence Period, of evidence satisfactory to Purchaser and its legal counsel and consultants that the Property and Purchaser's proposed development thereof complies with all applicable zoning, subdivision, land use, redevelopment, energy, environmental, building and other governmental requirements applicable to the use, maintenance and occupancy of the Property and the proposed development thereof.

(g) Written documentation satisfactory to Purchaser, confirming that all state and local real property and business taxes pertaining to the Property (including, without limitation, all corporate, sales, and withholding taxes) have been paid in full by Seller.

8. Conditions to Closing.

The following conditions are precedent to Purchaser's obligation to acquire the Property and to deliver the balance of the Purchase Price (the "Conditions Precedent"). If any Conditions Precedent are not satisfied as determined by Purchaser in Purchaser's reasonable discretion (except as otherwise provided), [REDACTED]

[REDACTED]

(a) This Agreement shall not have terminated pursuant to any other provision hereof, including, without limitation, pursuant to Sections 2 or 9.

(b) Purchaser shall have a fully executed agreement for the sale of power based on terms satisfactory to Purchaser, in Purchaser's sole and absolute discretion.

(c) Purchaser shall have determined, in its sole and absolute discretion, that financing can be obtained to purchase the Property and develop a solar power facility thereon in an amount and on terms satisfactory to Purchaser, in Purchaser's sole and absolute discretion.

(d) The physical condition of the Property shall be substantially the same on the day of Closing as on the Effective Date, less by casualty excepted (subject to the provisions of Section 13 below), and free and clear of all personal property, motor homes, junk, trash, sheds and similar property; and, as of the day of the Closing, there shall be no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened, which after the Closing could or would materially adversely affect the value of the Property or Purchaser's ability to develop the Property for its intended use, and no proceedings shall be pending or threatened which could or would cause the re-designation or other modification of the zoning classification of the Property or any portion thereof, which after the Closing would materially adversely affect the value of the Property or the ability of Purchaser to develop the Property in the manner contemplated by Purchaser.

(e) All Leases and Service Contracts shall be terminated effective on or before the Closing, and Seller shall deliver exclusive possession of the Property to Purchaser and shall convey good and marketable fee simple title to the Property to Purchaser by good and sufficient special warranty deed in the form of Exhibit C attached hereto (the "Deed") free and clear of all liens and encumbrances and subject to no exceptions other than the following:

(i) Non-delinquent real property taxes and all assessments and unpaid installments thereof which are not delinquent,

(ii) Any other lien, encumbrance, easement or other exception or matter voluntarily imposed or consented to by Purchaser in writing prior to or as of the Closing, and

(iii) All exceptions to title contained or disclosed in the Preliminary Report and Survey other than Title Objections identified (including objections set forth in any Gap Notice) and not thereafter waived by Purchaser.

(f) The Title Company shall be irrevocably and unconditionally committed to issue to Purchaser, an ALTA extended coverage Owner's policy of title insurance covering the Property, in the full amount of the Purchase Price, subject only to those encumbrances previously approved by Purchaser and containing such endorsements as Purchaser may reasonably request.

15. B

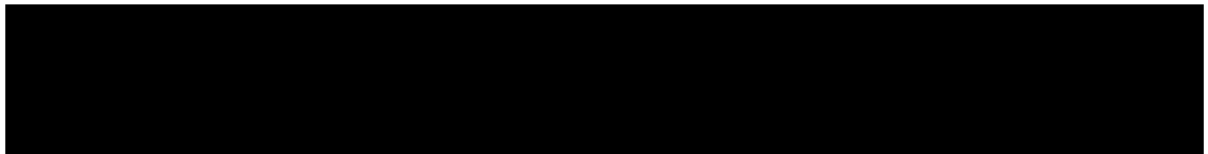
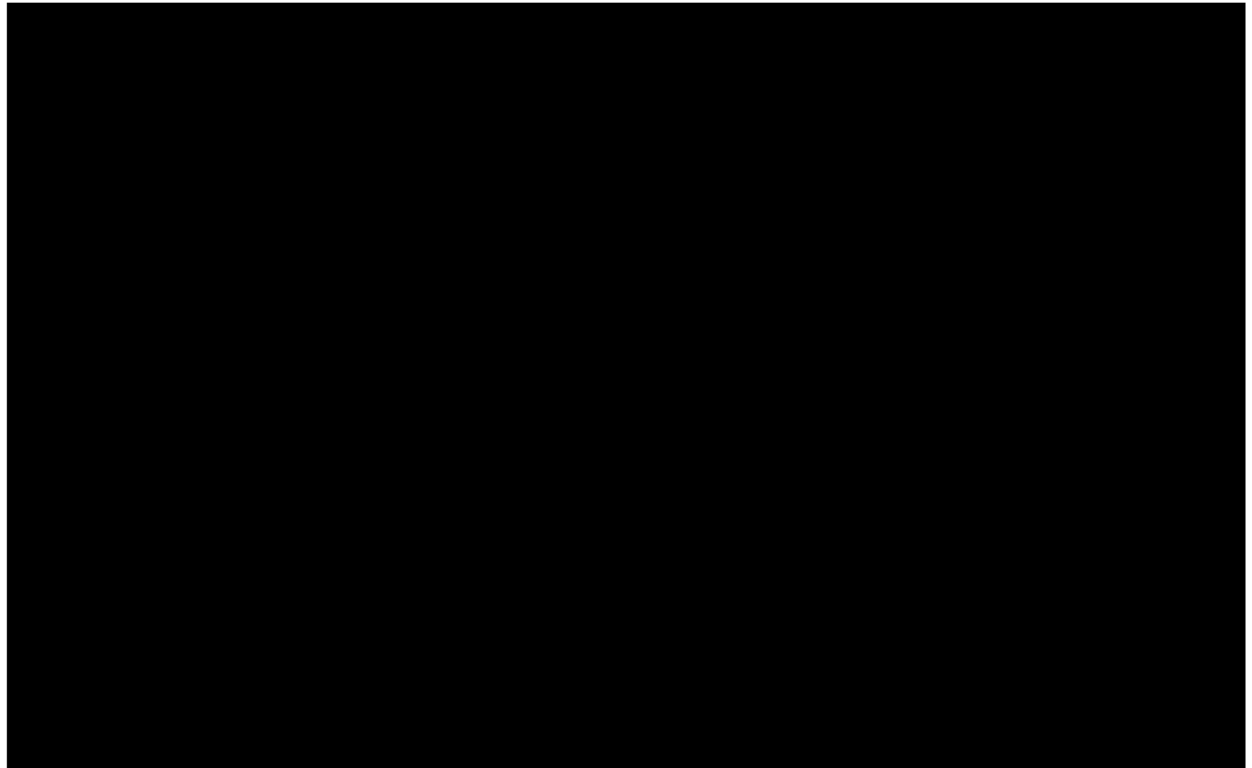
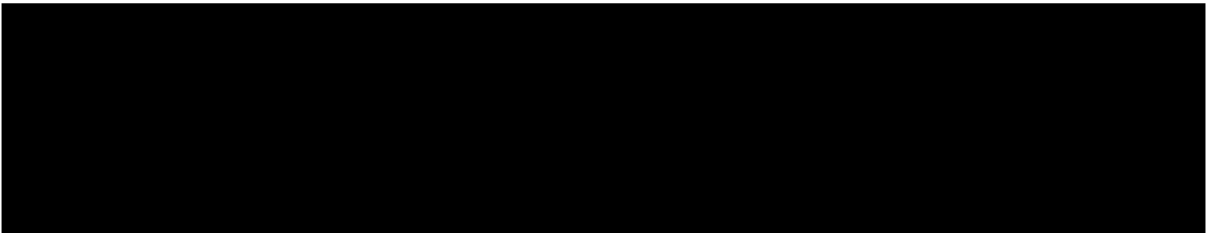
(g) Except for Seller's representation regarding the Undivided Lot in Section 11(h) below, all of Seller's representations and warranties contained herein shall be true and correct on the Closing Date.

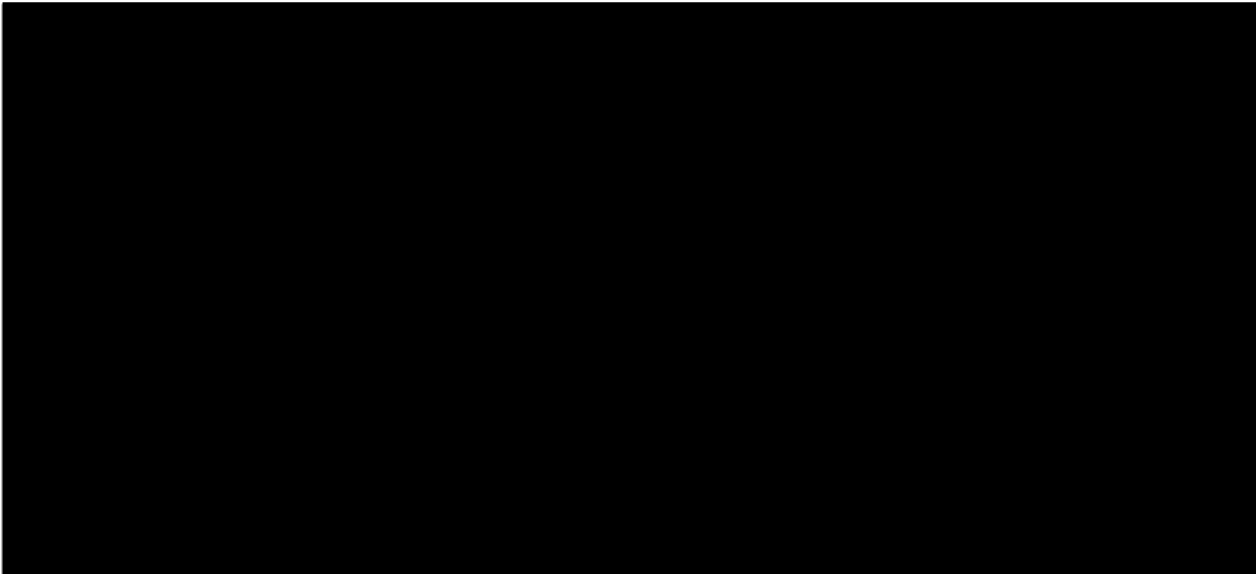
(h) To the extent applicable, Seller has delivered into escrow all deliverables required in accordance with Section 10(b) below.

(i) Seller is not otherwise in default of this Agreement.

(j) The Land constitutes a separate legal parcel in accordance with all applicable laws. This legal parcel condition is not subject to waiver by the parties.

9. Remedies.





SELLER INITIALS: K.B.

PURCHASER INITIALS: \_\_\_\_\_

10. Closing and Escrow.

(a) The parties shall conduct an escrow Closing pursuant to this Section 10 on a date to be selected by Purchaser, which date shall be specified in Purchaser's notice exercising the Option pursuant to Section 4, and shall be \_\_\_\_\_ days after Purchaser delivers such notice, or on such other date as Purchaser and Seller may agree in writing in their sole and absolute discretion (the "Closing Date"). Such date and time may not be extended without the prior written approval of both Seller and Purchaser. In the event the Closing does not occur on or before the Closing Date, the Title Company shall, unless it is notified by both parties to the contrary within five (5) days after the Closing Date, return to the respective party any items previously delivered by such party to the Title Company. Any such return shall not, however, relieve either party of any liability it may have for its wrongful failure to close.

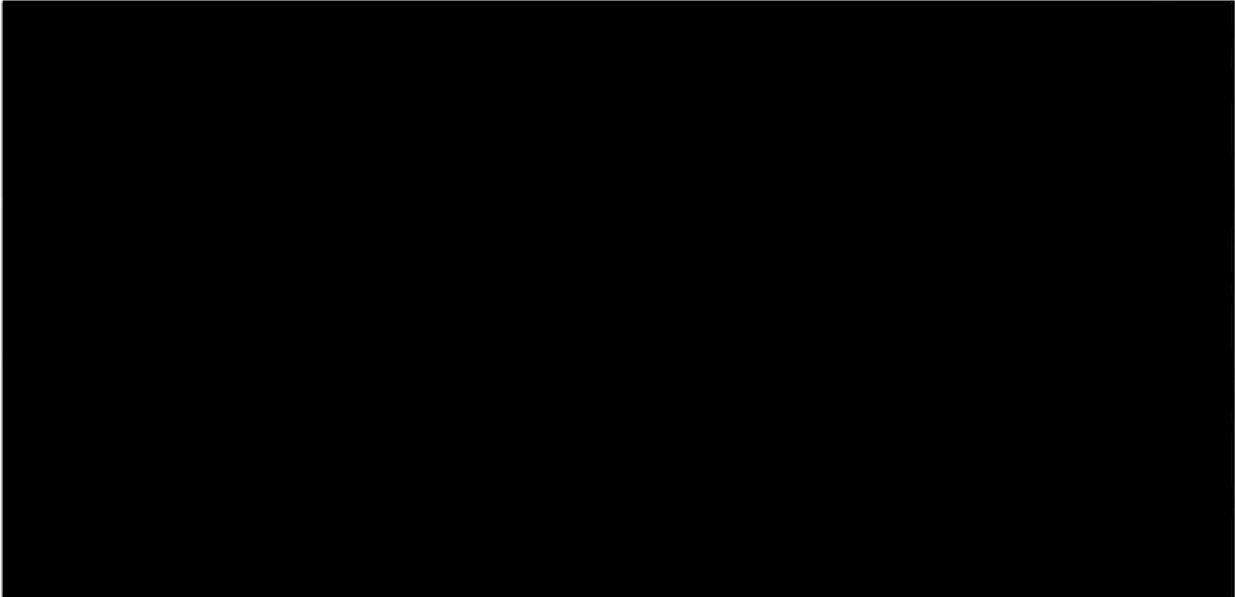
(b) At or before the Closing, Seller shall deliver to the Title Company (for delivery to Purchaser upon the Closing) the following:

(i) a duly executed and acknowledged Deed in the form attached hereto as Exhibit C;

(ii) to the extent applicable, all material documents, agreements and correspondence and items relating to the ownership, operation, maintenance or management of the Property;

(iii) a duly executed bill of sale agreement transferring title to all of Seller's interest in any personal property located on the Property as of Closing in a form reasonably acceptable to Seller and Purchaser (the "Bill of Sale") (provided, however, that neither the delivery by

K.B.



SELLER INITIALS: \_\_\_\_\_

PURCHASER INITIALS: SP

10. Closing and Escrow.

(a) The parties shall conduct an escrow Closing pursuant to this Section 10 on a date to be selected by Purchaser, which date shall be specified in Purchaser's notice exercising the Option pursuant to Section 4, and shall be \_\_\_\_\_ days after Purchaser delivers such notice, or on such other date as Purchaser and Seller may agree in writing in their sole and absolute discretion (the "Closing Date"). Such date and time may not be extended without the prior written approval of both Seller and Purchaser. In the event the Closing does not occur on or before the Closing Date, the Title Company shall, unless it is notified by both parties to the contrary within five (5) days after the Closing Date, return to the respective party any items previously delivered by such party to the Title Company. Any such return shall not, however, relieve either party of any liability it may have for its wrongful failure to close.

(b) At or before the Closing, Seller shall deliver to the Title Company (for delivery to Purchaser upon the Closing) the following:

(i) a duly executed and acknowledged Deed in the form attached hereto as Exhibit C;

(ii) to the extent applicable, all material documents, agreements and correspondence and items relating to the ownership, operation, maintenance or management of the Property;

(iii) a duly executed bill of sale agreement transferring title to all of Seller's interest in any personal property located on the Property as of Closing in a form reasonably acceptable to Seller and Purchaser (the "Bill of Sale") (provided, however, that neither the delivery by



Seller, nor the acceptance by Purchaser, of this Bill of Sale obviates Seller's obligation to deliver the Property free and clear of all personal property at Closing);

(iv) a duly executed assignment and assumption agreement assigning Seller's interest in the Intangible Personal Property in a form reasonably acceptable to Seller and Purchaser (the "Assignment of Intangibles");

(v) evidence that all Service Contracts and Leases have been terminated;

(vi) a certificate, dated as of the date of Closing certifying that the representations and warranties set forth in Section 11 are true and correct as of the Closing Date;

(vii) a certificate of non-foreign status in accordance with the requirements of Internal Revenue Code Section 1445, as amended;

(viii) a real estate transfer tax declaration form; and

(ix) any other closing documents reasonably requested by the Title Company or Purchaser, including an owner's affidavit in a form reasonably requested by the Title Company. Purchaser may, in its sole and exclusive discretion, waive compliance on Seller's part under any of the foregoing items by an instrument in writing.

(c) At or before the Closing, Purchaser shall deliver to the Title Company (for delivery to Seller upon the Closing) the following:

(i) the balance of the Purchase Price in cash or other immediately available funds, subject to prorations and adjustments as set forth herein;

(ii) the Assignment of Intangibles duly executed by Purchaser; and

(iii) any customary and/or reasonable closing documents requested by the Title Company.

(d) The following are to be apportioned as of the Closing Date as follows, with Purchaser being deemed to be the owner of the Property during the entire day on which the Closing takes place and being entitled to receive all income of the Property, and being obligated to pay all expenses of the Property, with respect to such day:

(i) Utility Charges. Seller shall be responsible for the cost of all utilities used, if any, prior to the Closing Date.

(ii) Other Apportionments; Closing Costs. Property taxes shall be apportioned as of the Closing Date based on the latest available tax bill. [REDACTED]

[REDACTED]

[REDACTED]

All other costs and charges of the escrow for the sale not otherwise provided for in this Section 10(d)(ii) or elsewhere in this Agreement shall be allocated in accordance with the applicable closing customs for the county in which the Property is located, as determined by the Title Company. If any of the aforesaid pro-rations cannot be calculated accurately as of the Closing Date, then they shall be calculated as soon after the Closing as feasible. Either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party.

(iii) Survival. The provisions of this Section 10(d) shall survive the Closing [REDACTED]

11. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser as follows:

(a) Seller has not, and as of the Closing, Seller shall not have (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, which remains pending as of such time, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, which remains pending as of such time, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

(b) Seller is not, and as of the Closing shall not be, a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code") and any related regulations.

(c) This Agreement (i) has been duly authorized, executed and delivered by Seller, and (ii) does not, and as of the Closing shall not, violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

(d) There is no litigation pending or threatened with respect to the Property or the transactions contemplated hereby or that would impair Seller's ability to perform under this Agreement.

(e) There are no violations of any applicable environmental, zoning or land use law, or any other applicable local, state or federal law or regulation relating to the Property, including, without limitation, the Americans with Disabilities Act of 1990 and Seller is not aware of any proposed or pending changes in zoning or proposed relocation, reconfiguration or other change with respect to any street or road affecting the Property, if any.

(f) There are no condemnation proceedings pending or threatened that would result in the taking of any portion of the Property. Seller has not received any written notice of any special assessment proceedings affecting the Property that are not disclosed on the Preliminary Report.

K.B.

(g) The parties comprising Seller under this Agreement are the sole owners of the Property and Seller holds good and marketable fee simple title to the Property according to laws of the State where the Property is located.

(h) As of the Effective Date, the Undivided Lot constitutes a separate legal parcel (or separate legal parcels) in accordance with all applicable laws. As of the Closing Date, the Land constitutes a separate legal parcel in accordance with all applicable laws.

(i) Other than this Agreement, Seller has not granted any option or right of first refusal or first opportunity to any party to acquire any fee or ground leasehold interest in any portion of the Property.

(j) The Due Diligence Items and documents delivered to Purchaser pursuant to this Agreement are, or when delivered will be, all of the relevant documents, materials, reports and other items pertaining to the condition and operation of the Property, will be true, correct and complete copies, and will be in full force and effect, without default by any party and without any right of set-off except as disclosed in writing at the time of such delivery.

(k) Seller possesses the full power and authority to sell the Property to Purchaser on the terms and conditions set forth herein and the individuals executing this Agreement on behalf of Seller have the legal power, right and actual authority to bind Seller.

(l) To the best of Seller's knowledge and belief, Hazardous Materials have not at any time been generated, used or stored on, or transported to or from, or released or disposed of on the Property in violation of environmental laws and restrictions, and Seller has not used Hazardous Materials on the Property for purposes other than (i) as necessary to operate and maintain the Property and (ii) in compliance with all environmental laws and restrictions. To the best of Seller's knowledge and belief, there are not now and never have been any underground storage tanks located on or under the Property and there is no asbestos contained in, forming part of, or contaminating any part of the Property. For the purposes hereof, "Hazardous Materials" shall mean (i) any petroleum or petroleum distillates and products, flammable explosives, radioactive materials, asbestos in any form, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls in any concentrations, and, to Seller's knowledge, radon gas; (ii) any chemicals, materials, substances or wastes which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or words of similar import, under any environmental laws and restrictions; and (iii) any other chemical, material, substance, or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental or regulatory authority.

All representations and warranties made by Seller herein or made in writing pursuant to this Agreement shall be deemed to be material, shall be deemed remade as of the Closing and shall survive the execution and delivery of this Agreement and the Closing for a period of [REDACTED]

12. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as follows:

(a) Purchaser is a duly organized and validly existing limited liability company in good standing under the laws of the State in which it was formed; this Agreement and all documents executed by Purchaser which are to be delivered to Seller at the Closing are or at the time of Closing will be duly authorized, executed and delivered by Purchaser, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Purchaser is subject.

(b) Purchaser has not, and as of the Closing, Purchaser shall not have (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Purchaser's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Purchaser's assets, which remains pending as of such time, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets, which remains pending as of such time, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

All representations and warranties made by Purchaser herein or made in writing pursuant to this Agreement shall be deemed to be material and shall survive the execution and delivery of this Agreement and the Closing for a period of [REDACTED]

13. Condition of Improvements and Risk of Loss.

(a) Intentionally omitted.

(b) In the event of any damage to the Property before Closing, such damage may be repaired by and at the cost of Seller prior to the Closing, and if not so repaired, Purchaser may elect to either (i) if such damage materially impacts Purchaser's planned use of the Property, [REDACTED]

or (ii) [REDACTED]

[REDACTED]

(c) Purchaser shall assume all risk of loss with respect to the Property at 5:00 p.m. Pacific Standard Time on the Closing Date.

14. Access; Indemnity; Possession.

(a) Access. Commencing on the Effective Date and through the Closing Date or the earlier termination of this Agreement, Seller shall, and shall cause Seller's tenants, if any, to afford authorized representatives of Purchaser reasonable access to the Property for purposes of satisfying Purchaser with respect to the representations, warranties and covenants of Seller contained herein and with respect to satisfaction of any Diligence Period Condition or any Condition Precedent, including, without limitation, to conduct Purchaser's Due Diligence Investigations, measurement of meteorological characteristics of the Property which may require the installation of a meteorological station, conducting of geotechnical tests and borings and performing a Phase I or Phase II environmental site assessment of the soils, waters and improvements on the Property. All

K.B.

installations, tests or inspections shall be at Purchaser's expense, [REDACTED]

[REDACTED] During the Option Term, at Purchaser's option and with prior notice to Seller, Seller shall (and shall cause Seller's tenants, if any, to) allow Purchaser access to the Property for purposes of controlling the formation of wetlands or wildlife habitat. If this Agreement is terminated for a reason other than a default under this Agreement by Seller, Purchaser shall repair the damage caused by Purchaser's entry onto and/or inspections of the Property; provided, however, the foregoing shall not require Purchaser to repair or remediate any conditions that are merely discovered by Purchaser. [REDACTED]

(b) Seller's Continued Use of Property. During the Option Term, subject to Purchaser's rights set forth in this Agreement, Seller may continue to use or lease the Property. All existing Leases shall be terminated by Seller [REDACTED] effective prior to the Closing and Seller shall deliver possession of the Property free and clear of any interests or rights of tenants, licensees, or other occupants in possession. Seller shall (and shall cause Seller's tenants, if any, to) remove all personal property, motor homes, junk, trash, sheds and similar property from the Property on or before the date that is seven (7) days prior to the Closing Date. [REDACTED]

[REDACTED] Following the Effective Date, Seller shall not agree to or allow any other lien, encumbrance, easement or other exception or matter to affect the Property, title thereto or the Survey (collectively, "New Matter"), without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that if such New Matter would remain in effect after Closing, such consent may be withheld in Purchaser's sole and absolute discretion.

(c) Possession. Possession of the Property shall be delivered to Purchaser at 5:00 p.m. Pacific Standard Time on the Closing Date.

[REDACTED]

K.B.

15. Seller Covenants.

(a) At the time of the Closing, Seller shall cause to be paid in full all obligations under any outstanding written or oral contracts made by Seller for any improvements to the Property, and Seller shall cause to be discharged all mechanics' and materialmen's liens arising from any labor or materials furnished to the Property prior to the time of the Closing.

(b) Between the Effective Date and the Closing, to the extent Seller has any knowledge thereof, Seller shall promptly notify Purchaser of the following items relating to the Property: (i) any condemnation, environmental, zoning or other land-use regulation proceedings; (ii) any notices of violations of any laws; (iii) any litigation relating to the Property or that arises out of the ownership of the Property or affects Seller's ability to perform under this Agreement; and (iv) the termination, modification or default under any Leases or Service Contracts.

(c) Through the Closing Date, Seller shall maintain the Property in the same condition existing as of the Effective Date, reasonable wear and tear excepted.

(d) Seller shall also deliver to Purchaser copies of any bills for real estate taxes and personal property taxes and copies of any notices pertaining to real estate taxes or assessments applicable to the Property that are received by Seller after the Effective Date, even if received after Closing. Without limiting Seller's obligation to timely pay all real property taxes and assessments, with respect to any taxes that are delinquent as of the Effective Date or at any future date that Option Consideration is payable to Purchaser, [REDACTED]

(e) Seller shall remove the Property from the market, if listed, and shall not market the Property for sale during the term of this Agreement.

(f) Purchaser shall have the right, at Purchaser's expense, to apply for, change and/or obtain zoning changes, general plan amendments, land use entitlements, planning approvals, permits, tax classifications, property tax exemptions, subdivision and/or lot line adjustment approvals affecting the Property consistent with Purchaser's intended use of the Property. Seller shall cooperate with Purchaser in Purchaser's efforts to obtain such approvals by executing such documents and taking such actions as are reasonably necessary to obtain such approvals. Seller agrees that it shall

*K. B.*

not contest, challenge or publicly or privately dispute, verbally or in writing, Purchaser's efforts to obtain any such approvals and any such approvals related to any other properties included in Purchaser's projects.

16. Miscellaneous.

(a) Binding on Successors. This Agreement shall be binding not only upon the parties but also upon their respective heirs, executors, personal representatives, assigns, and other successors in interest.

(b) Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one (1) business day after being deposited with FedEx or another reliable overnight courier service, with receipt acknowledgment requested, (iii) upon receipt if transmitted by facsimile telecopy, with a copy sent on the same day by one of the other permitted methods of delivery, or (iii) upon receipt or refused delivery deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

IF TO SELLER:

Kevin Bradford



Phone [

Fax No.: [ \_\_\_\_\_ ]

E-mail (for informational purposes only): [ \_\_\_\_\_ ]

IF TO PURCHASER:

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

WITH A COPY (WHICH SHALL NOT CONSTITUTE NOTICE) TO:

SiteCo, LLC  
c/o Recurrent Energy Development Holdings, LLC  
123 Mission Street, Floor 18  
San Francisco, CA 94105  
Attn: Real Estate Department

or such other address as either party may from time to time specify in writing to the other.

(c) Brokers and Finders. Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee in connection with the sale contemplated herein. In the event that any broker or finder makes a claim for a commission or finder's fee based upon any contact, dealings or communication, the party whose conduct is the basis for the broker or finder making its claim shall indemnify, defend and hold harmless the other party against and from any commission, fee, liability, damage, cost and expense, including without limitation attorneys' fees, arising out of or resulting from any such claim. The provisions of this Section 16(c) shall survive the Closing, or in the event that the Closing does not occur, the termination of this Agreement, in each case, [REDACTED]

(d) Recording and Subordination. Purchaser may not record this Agreement, but concurrent with the execution hereof, Seller and Purchaser shall execute a memorandum of this Agreement in the form attached hereto as Exhibit D, which Purchaser may record in the real property records of the county in which the Property is located (the "Memorandum"). If this Agreement is terminated, Purchaser agrees to execute and record a termination of the Memorandum in the form attached hereto as Exhibit D-1. Within ten (10) days after receipt of a written request made from time to time by Purchaser, Seller shall obtain from the holder of any mortgage or deed of trust liens or any other monetary lien encumbering the Property a reasonable subordination agreement whereby the holder of such lien agrees that its lien is subordinate to Purchaser's option.

(e) Amendments. Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by Seller and Purchaser.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Property is located.

(g) Merger of Prior Agreements. This Agreement and the exhibits and schedules hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings between the parties relating to the subject matter hereof.

(h) Time of the Essence. Time is of the essence of this Agreement; provided, however, should the date for payment or performance required under this Agreement fall on a non-business day (i.e., Saturday, Sunday or any other day on which national banks in California are not open for business), then the date required for payment or performance under this Agreement shall be extended to the first business day following the non-business day on which such payment or performance was required.

(i) Severability. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

(j) Confidentiality. Seller agrees to maintain in confidence, and not to disclose to any third party, the information contained in this Agreement or pertaining to the sale contemplated



hereby; provided, however, that Seller, its agents and representatives may disclose such information and data (a) to its accountants, attorneys, and other advisors in connection with the transactions contemplated by this Agreement (collectively "Representatives") to the extent that such Representatives reasonably need to know such information and data in order to assist, and perform services on behalf of, Seller, but Seller shall remain responsible for its Representatives' compliance with the confidentiality provisions of this Agreement; (b) to the extent required by any applicable statute, law, regulation, governmental authority or court order; and (c) in connection with any litigation that may arise between the parties in connection with the transactions contemplated by this Agreement. The provisions of this Section 16(j) shall survive the Closing, or in the event that the Closing does not occur, the termination of this Agreement. Notwithstanding the provisions of this Section 16(j), the recording of the memorandum of this Agreement as contemplated by Section 16(d) is expressly permitted.

(k) Attorneys' Fees. The prevailing party in any action or proceeding for the enforcement, protection, or establishment of any right or remedy under this Agreement or for the interpretation of this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party. [REDACTED]

(l) Counterparts and Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement. Signatures required under this Agreement may be transmitted by facsimile or electronic mail and, once received by the party to the Agreement to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original signature of such party.

(m) Fencing. After the Closing, Purchaser will be responsible for constructing all boundary fencing of the Property and any screening required by law or governmental agency at Purchaser's sole expense. Notwithstanding the foregoing, Purchaser shall construct a boundary fence between the Property and the portion of the Undivided Lot retained by Seller within sixty (60) days after Closing.

(n) The Undivided Lot and the Land. Purchaser may obtain a survey of the Undivided Lot and/or the Land and/or may obtain more particular legal descriptions for the Undivided Lot and/or the Land. Upon receipt of more particular legal descriptions, Seller hereby agrees to amend Exhibit A and/or Exhibit A-1 to this Agreement along with the memorandum of this Agreement to include such more particular legal descriptions.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

**PURCHASER:**

SiteCo, LLC,  
a Delaware limited liability company

By: 

Name: Spivey Paup

Its: Vice President

Date: \_\_\_\_\_, 2021

**SELLER:**

\_\_\_\_\_  
Kevin D. Bradford

Date: \_\_\_\_\_, 2021

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

PURCHASER:

SiteCo, LLC,  
a Delaware limited liability company

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

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2021

SELLER:

Kevin D. Bradford

Kevin D. Bradford

Date: 8-23, 2021

EXHIBIT A

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

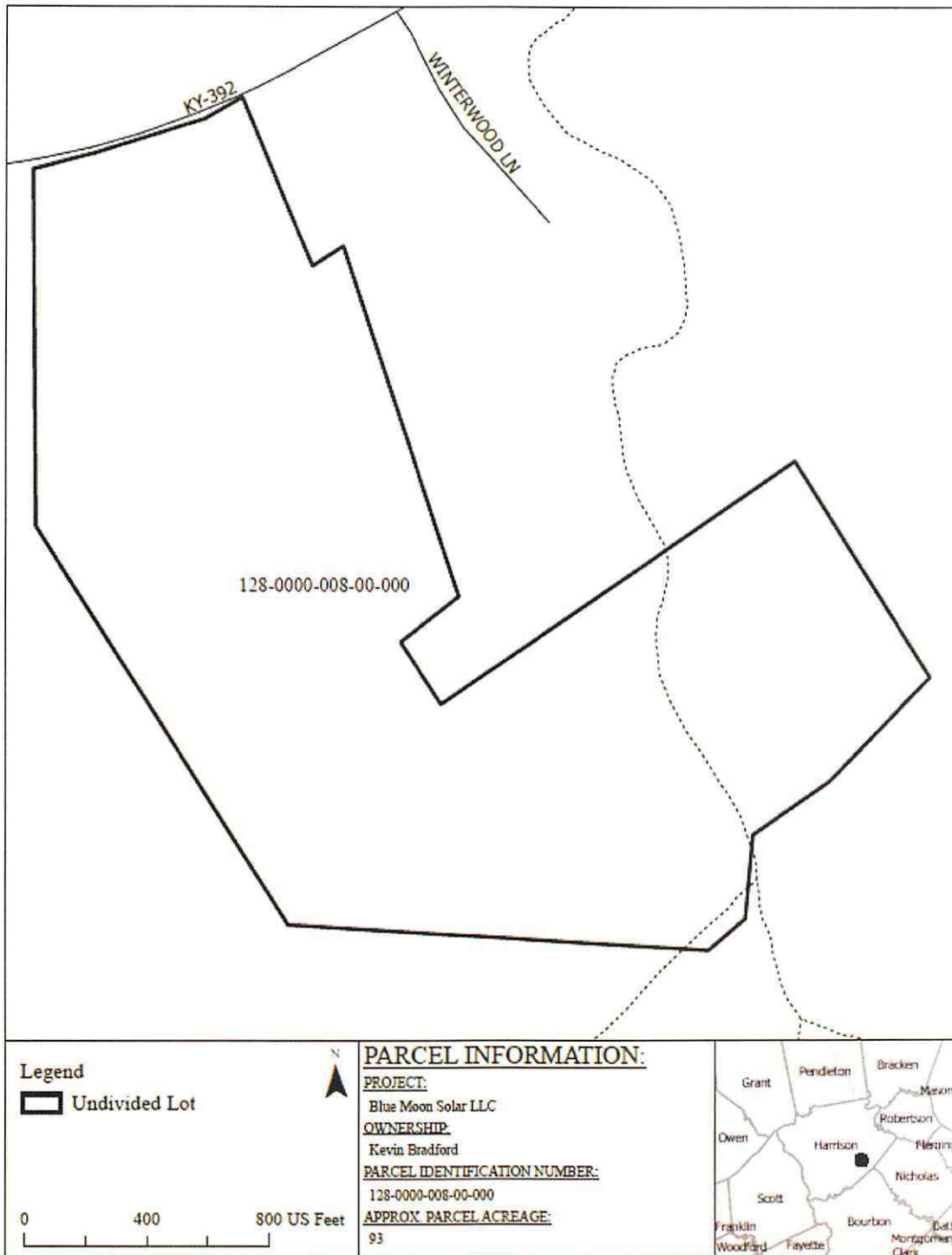
LEGAL DESCRIPTION OF UNDIVIDED LOT

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

The Undivided Lot is depicted below:

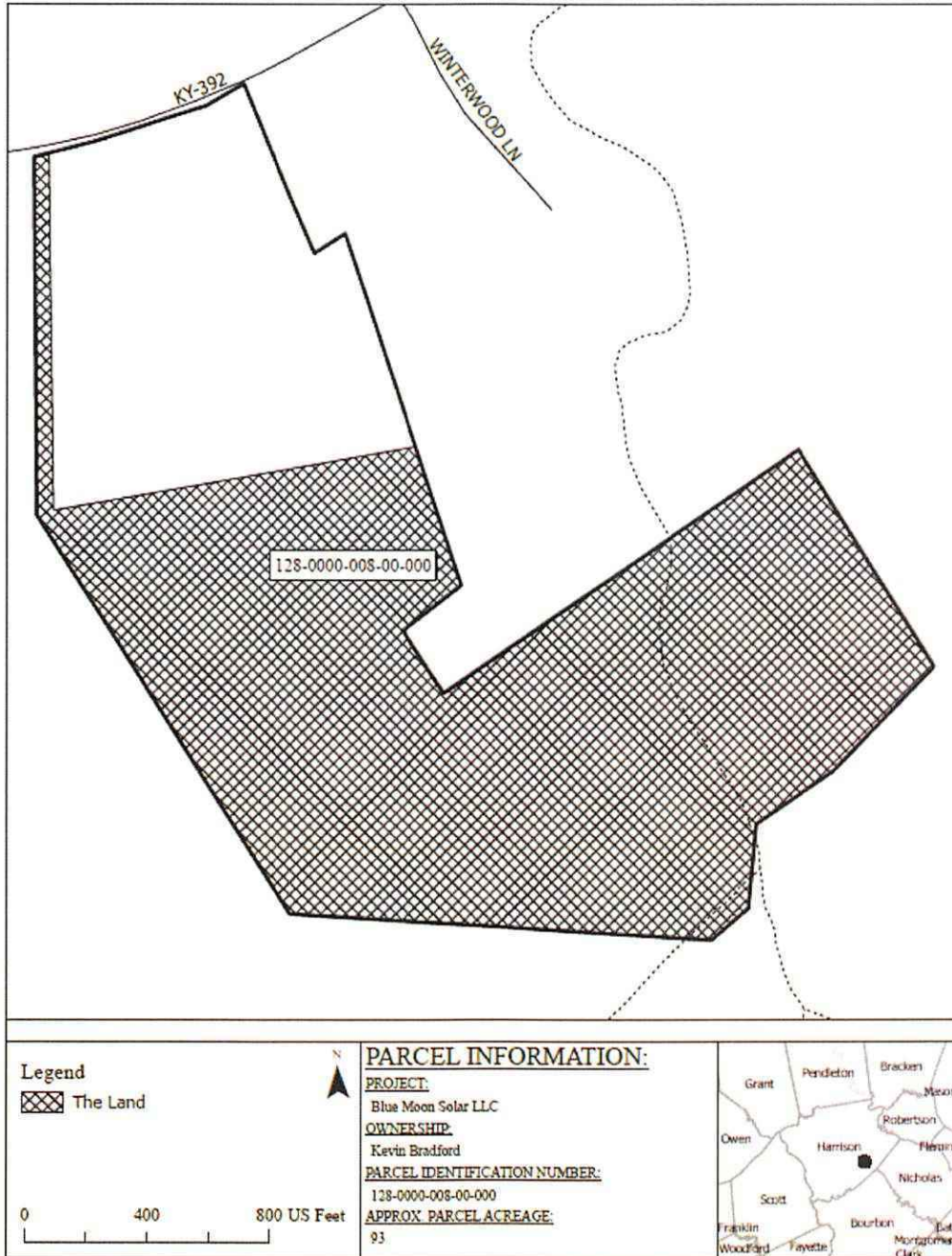


K.B.

EXHIBIT A-1

DEPICTION OF THE LAND

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



K.B.

EXHIBIT B

TERMINATION AGREEMENT  
OPTION AGREEMENT FOR  
THE PURCHASE AND SALE OF REAL PROPERTY

PARCEL ID NO. 128-0000-008-00-000, HARRISON COUNTY, KENTUCKY

THIS TERMINATION AGREEMENT (this "Termination Agreement"), dated as of \_\_\_\_\_, 20\_\_ (the "Termination Date"), is entered into by and between Kevin D. Bradford, a single person ("Seller"), and SiteCo, LLC, a Delaware limited liability company ("Purchaser").

RECITALS

A. Purchaser and Seller are parties to that certain Option Agreement for the Purchase and Sale of Real Property, dated as of \_\_\_\_\_, 2021 (the "Option Agreement"), pursuant to which Seller granted Purchaser an exclusive and irrevocable option to purchase from Seller a portion of that certain real property located in Harrison County, Kentucky (Parcel ID No. 128-0000-008-00-000) on the terms and conditions set forth in the Option Agreement.

B. Pursuant to Section 2(b) of the Option Agreement, Purchaser has the right to terminate the Option Agreement at any time prior to the end of the Option Term in its sole and absolute discretion and for any or for no reason whatsoever.

C. Purchaser has elected to terminate the Option Agreement pursuant to Section 2(b) thereof, and Purchaser and Seller desire to enter into this Termination Agreement in order to evidence such termination and to release one another from their respective obligations thereunder.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties hereby agree as follows:

1. Defined Terms. Initially capitalized terms used but not defined herein have the meanings set forth in the Option Agreement.

2. Termination of the Option Agreement. Purchaser has terminated the Option Agreement by notice dated \_\_\_\_\_, \_\_\_\_\_, and Purchaser and Seller hereby agree that the Option Agreement has terminated without liability to either party and is of no further force or effect.

3. Release of Liability. Except as otherwise provided herein, Purchaser and Seller are fully and unconditionally released and discharged from their respective obligations under the Option Agreement, whether arising before or after the termination and including with respect to the payment of any consideration thereunder.

4. Surrender of Property. Purchaser acknowledges its release and surrender to Seller of all of any right, title and interest in and to the Property and hereby agrees to vacate the Property.

5. Successors and Assigns. This Termination Agreement shall be binding upon and shall inure to the benefit of Purchaser and Seller and their respective successors and permitted assigns.

6. Counterparts. This Termination Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by all parties.

7. Governing Law. This Termination Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Kentucky.

8. Documentation. Each party shall execute and deliver such additional instruments, agreements, and documents and take such other actions as the other party may reasonably require in order to carry out the intent and purpose of this Termination Agreement.

9. Severability. If any term or provision of this Termination Agreement shall be held invalid or unenforceable, the remainder of this Termination Agreement shall not be affected.

10. No Third Party Beneficiaries. This Termination Agreement is solely for the benefit of Purchaser and Seller and their successors and permitted assigns and no right or cause of action shall accrue by reason hereof for the benefit of any third party not a party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Termination Agreement to be executed and delivered as of the day and year first written above.

PURCHASER:

SELLER:

SiteCo, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Kevin D. Bradford

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*K, B,*



**EXHIBIT C**

WHEN RECORDED RETURN TO:

SiteCo, LLC  
Address 1  
Address 1  
City, State  
Attention: Office of General Counsel

**SPECIAL WARRANTY DEED**

This **SPECIAL WARRANTY DEED** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between (a) \_\_\_\_\_ ("Grantor") and having and address of \_\_\_\_\_, and (b) \_\_\_\_\_ limited liability company ("Grantee") and having an address of \_\_\_\_\_, which is the in care of address for Grantee to which tax bills may be sent.

WITNESSETH

For a total consideration of \$\_\_\_\_\_, the receipt and sufficiency of which are acknowledged, Grantor grants and conveys to Grantee in fee simple with covenant of Special Warranty certain real property located in Harrison County, Kentucky and more particularly described on EXHIBIT A attached hereto and made a part hereof together with all appurtenances thereto (the "Property").

Grantor covenants (a) lawful seisin of the Property (b) full right and power to convey same, and (c) that the Property is free and clear of all liens and encumbrances by or in favor of any party claiming by, through or under Grantor except liens for real property taxes and assessments due and payable in \_\_\_\_\_ and thereafter, which Grantee assumes and agrees to pay. This conveyance is made subject to all (i) easements, restrictions and stipulations of record, and (ii) governmental laws, ordinances and regulations affecting the Property.

For purposes of KRS 382.135, Grantor and Grantee, by execution of this Special Warranty Deed, certify that the consideration recited above is the full consideration paid by Grantee to Grantor for the Property.

[Signature Page Follows]

K.B.

IN WITNESS WHEREOF, Grantor and Grantee duly executed this Deed as of the date first set forth above.

GRANTOR:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )

) SS

COUNTY OF \_\_\_\_\_ )

The foregoing Special Warranty Deed, including the consideration certificate contained therein, was sworn to and acknowledged before me on \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_.

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

My Commission Expires: \_\_\_\_\_

GRANTEE:

\_\_\_\_\_ limited liability company

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

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

STATE OF \_\_\_\_\_ )

) SS

COUNTY OF \_\_\_\_\_ )

The foregoing consideration certificate was sworn to and acknowledged before me on \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of [\_\_\_\_\_] , on behalf of such company

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

My Commission Expires: \_\_\_\_\_

This instrument was prepared by:

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

K.B.

EXHIBIT A TO SPECIAL WARRANTY DEED

[Attach the legal description of the Property including the Grantor's source of title]

K. B.

EXHIBIT D

FORM OF MEMORANDUM OF OPTION

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 \_\_\_\_\_, 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 \_\_\_\_\_, 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 \_\_\_\_\_, 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.

*K. B.*

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.]

A handwritten signature in black ink, appearing to be 'K.B.', located in the bottom right corner of the page.

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

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

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

My commission expires:

[NOTARIAL SEAL]

*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:

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

*H.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

15.03



EXHIBIT D-1

When recorded mail 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 RESERVED FOR RECORDER'S USE

TERMINATION OF MEMORANDUM OF OPTION AGREEMENT

THIS TERMINATION OF MEMORANDUM OF OPTION AGREEMENT ("Termination") is made as of the \_\_\_\_ day of \_\_\_\_, 20\_\_ by SiteCo, LLC, a Delaware limited liability company ("Grantor").

**FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, Grantor hereby remises, releases and forever quitclaims unto [\_\_\_\_], all of Grantor's rights and interests in the real property more particularly described in Exhibit A attached hereto, which Grantor may have acquired pursuant to that certain [**Option Agreement for the Purchase and Sale of Real Property**], dated as of [\_\_\_\_], a memorandum of which was recorded on [\_\_\_\_] as Instrument Number [\_\_\_\_], in Volume [\_\_\_\_], Page [\_\_\_\_], in the Official Records of Harrison County, Kentucky, *[as affected by Amendment to Option Agreement for the Purchase and Sale of Real Property) dated \_\_\_\_\_, an amendment to memorandum of which was recorded on [] as Instrument Number [], in Volume [], Page [], in the Official Records of \_\_\_\_\_ County, STATE].*

**IN WITNESS WHEREOF**, Grantor has executed this Termination as of the date first above written.

[SIGNATURE PAGE FOLLOWS]

*H.B.*

Signed, sealed and delivered in  
the presence of:

GRANTOR:

SITECO, LLC,  
a Delaware limited liability company

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

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

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

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

My commission expires:

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

[NOTARIAL SEAL]

This instrument was prepared by:

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

*K. B.*

EXHIBIT A  
to Termination of Memorandum of Option Agreement

Legal Description

K.B.

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: Shelley Coppage 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.”

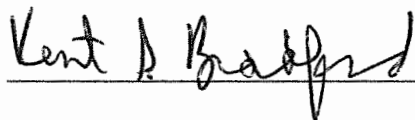
5. **Mortgagee Protection.** The following is added to the end of Section 22 of the Easement Agreement:  
“Any Mortgagee of Grantee shall have the absolute right: (i) to assign its security interest; (ii) to enforce its lien and acquire title to the easement estate by any lawful means; (iii) to take 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.]

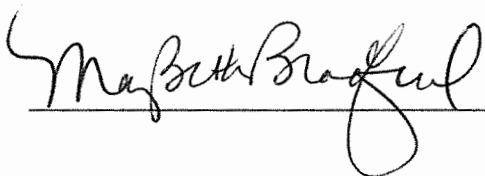
**IN WITNESS WHEREOF**, the parties have executed this Memorandum as of the date first above written.

**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.

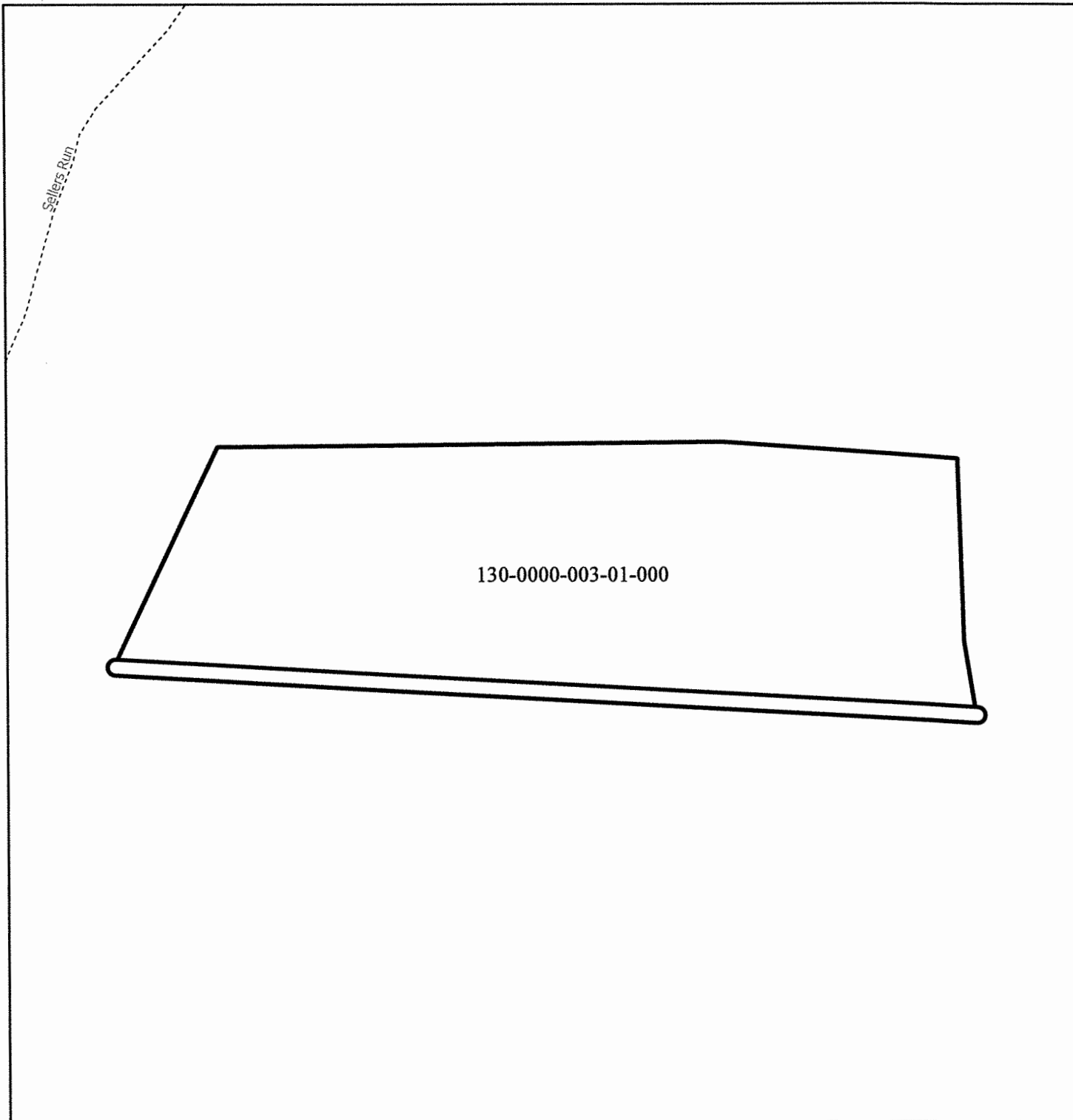
**BEING** the same property conveyed to Kent S. Bradford and Mary Beth Bradford, husband and wife by Deed dated March 5, 1999, recorded March 19, 1999 in Book 230, Page 244 in the Office of the County Clerk of Harrison County, Kentucky.

**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:

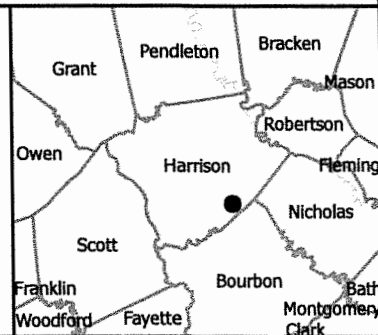
Blue Moon Solar LLC

### OWNERSHIP:

Kent & Mary Beth Bradford

### PARCEL IDENTIFICATION NUMBER:

130-0000-003-01-000



**EXHIBIT C**

Not used.

## FIRST AMENDMENT TO SOLAR GROUND LEASE AGREEMENT

This First Amendment to Solar Ground Lease Agreement (this "**Amendment**") is entered into to be effective September 28, 2021 ("**Amendment Effective Date**"), between **Blue Moon Solar LLC**, a Kentucky limited liability company ("**Tenant**"), and **Cynona Farms, LLC**, a Kentucky limited liability company ("**Landlord**"). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Original Lease (defined below).

### Recitals

A. Landlord and Tenant are parties to that certain Solar Ground Lease Agreement dated February 25, 2020 pertaining to certain real property more particularly described therein and located in Harrison County, Kentucky (the "**Original Lease**").

B. Landlord and Tenant wish to amend the Original Lease to amend the descriptions of the Land and the Premises, and to make other changes more fully described herein.

For and in consideration of mutual covenants and agreements of the parties contained in the Original Lease and this Amendment and other good and valuable consideration, the receipt and sufficiency of which are agreed and acknowledged, the parties agree as follows:

1. The Land and the Premises. **Exhibits A and B** to the Original Lease are hereby deleted and replaced with **Exhibits A and B** attached hereto and incorporated by reference herein (Landlord and Tenant acknowledge that no **Exhibit A** was attached to the Original Lease, but **Exhibit A** attached hereto replaces the **Exhibit A** that the parties intended to attach to the Original Lease). Additionally, the first recital of the Original Lease is hereby deleted and replaced with the following:

"In consideration of [REDACTED] (the "**Phase I Payment**") previously paid by Tenant to Landlord, the receipt and sufficiency of which are hereby acknowledged by Landlord, and the rent to be paid to Landlord by Tenant as hereinafter provided, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, approximately 336.3 acres being all or a portion of that certain property with Parcel ID No. 116-0000-011-02-000, 130-0000-002-00-000, and 130-0000-003-00-000 containing approximately 377 acres, located at 858 KY Hwy 1940, Cynthiana, KY in Harrison County, Kentucky which property is more fully described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Land**"), and together with all improvements, fixtures, personal property, and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon (the 336.3 acre portion of the Land leased to Tenant is generally depicted in **Exhibit B** attached hereto and by this reference made a part hereof, and the 336.3 acre portion of the Land, together with the above-described property, improvements and appurtenances are hereinafter collectively referred to as the "**Premises**"), to be occupied and used upon the terms and conditions

herein set forth. One Hundred and No/100 Dollars (\$100.00) of the Phase I Payment was provided as independent consideration (the "**Independent Consideration**") for Tenant's right to terminate the Lease as set forth in Section 1(c) and (d). The Independent Consideration was wholly earned by Landlord upon Landlord's execution of the Lease, and is not refundable, or applicable to the rent, under any circumstances."

2. **Rent Commencement Date.**

- a. Section 2(d) of the Original Lease is amended to replace the incorrect reference to "Section 2(e)" with a reference to "Section 2(d)".
- b. The word "Land" as it appears in subsections (e), (f) and (g) of Section 2 of the Original Lease is hereby replaced with the following: "Land located within the Premises."

3. **First Extension Fee.** Notwithstanding the definition of "Land" as amended by this Amendment, the parties acknowledge and agree that the First Extension Fee was based on the acreage of the Land located within the Premises and there are no additional fees, payments or other amounts due in connection with the First Extension Fee.

4. **Do Not Disturb Area.** Section 6 and **Exhibit B-1** of the Original Lease are hereby deleted and replaced with the following:

"The area consisting of approximately 40.7 acres as shown on **Exhibit B-1** (the "**Do Not Disturb Area**") shall be excluded from the Premises."

5. **Ownership of Solar Energy and Attributes; Tax Credits and Incentives.** Section 27 of the Original Lease is amended to add the following at the end of Section 27:

"Landlord hereby waives 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."

6. **Execution by Landlord and Tenant.** The last sentence of Section 33 of the Original Lease is deleted and replaced with the following:

"If Landlord and/or Tenant is a limited liability company, this Lease must be executed by one or more of the authorized manager(s) as evidenced by a copy of the duly filed Articles of Organization (LLC-1)."

7. **Memorandum.** The parties acknowledge and agree that they failed to execute and record the Template of Memorandum of Lease attached to the Original Lease as "Exhibit D". Exhibit D of the Original Lease is hereby deleted and replaced with the memorandum of this Amendment in the form attached to this Amendment as **Exhibit C** which the parties shall,



concurrently with the execution of this Amendment, execute and record in the Public Registry in the County in which the Land is located.

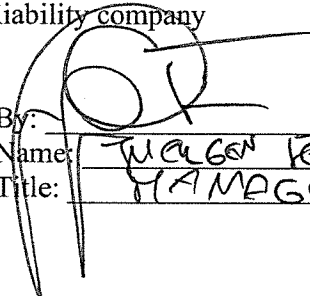
8. Landlord and Tenant confirm and ratify all of the terms of the Original Lease, as amended by this Amendment. As amended by this Amendment, the Original Lease shall remain in full force and effect and be binding upon Landlord and Tenant in accordance with its terms. This Amendment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument. Additionally, the parties, and any third party, may rely on a copy or facsimile of an executed counterpart as if such copy or facsimile were an original.

Executed and delivered to be effective as of the Amendment Effective Date.

[Intentionally blank – signatures on following page]

**TENANT:**

**Blue Moon Solar LLC**, a Kentucky limited liability company

By:   
Name: WALTON KENT  
Title: MANAGER

**LANDLORD:**

**Cynona Farms, LLC**, a Kentucky limited liability company

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

## Exhibit A

### The Land

Deed dated June 7, 2018, recorded June 11, 2018 in Book 353, Page 649, Harrison County Court Clerk, Harrison County, Kentucky.

#### TRACT 1:

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 as that conveyed Kent S. Bradford and Mary Beth Bradford, his wife, by James L. Sizemore and Patsy C. Sizemore, his wife, by Deed dated March 5, 1999 of record in Deed Book 230, page 553. See Deed of Correction in Deed Book 280, Page 638.

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

## TRACT 2:

### 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 to 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. 1) 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.

Being the same property as that conveyed Kent S. Bradford and Mary Beth Bradford by Deed dated September 25, 2012 and recorded in Deed Book 323, Page 449.

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

TRACT 3:

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.  $83 \frac{3}{4}$  E. 28.84 chs. to a stone corner to Midden and Magee; thence S.  $3^{\circ}$  W. 29.80 chs. to a stone corner to Lebus and Magee; thence N.  $85 \frac{3}{4}$  W. 30.69 chs. to a stone corner to Wigglesworth and Kaufmann; thence N.  $6 \frac{1}{2}$  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.  $2 \frac{1}{2}$  W. 2.86 chs to a corner to McKee near the middle of said pike; thence with McKee line N.  $84 \frac{1}{4}$  W. 26.81 chs. corner to Lebus & McKee line; thence with Lebus line N.  $4^{\circ}$  E. 9.35 chs. corner to Magee; thence with Magee line S.  $84 \frac{1}{2}$  E. 23.09 chs. corner to Broadwell Cemetery; thence with cemetery and school yard line S.  $3^{\circ}$  W. 6.53 chs. corner to school yard; thence with school yard line S.  $84^{\circ}$  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.  $1^{\circ} 52'$  W. 2.97 chs. to post corner to C. Lebus; thence S.  $84^{\circ} 22'$  E. 3.64 chs. to a point in the center of Cynthiana and Ruddles Mills Turnpike; thence with center of same N.  $1^{\circ} 52'$  E. 3.10 chs. to a point in center of same and corner to said Church Yard; thence with line of same N.  $84^{\circ} 22'$  W. 3.64 chs. to the beginning, containing 1.10 acres of land.

Being the same property as that conveyed to Kent S. Bradford and Mary Beth Bradford, his wife, by deed dated September 25, 2012 and recorded in Deed Book 323, Page 449.

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

**Exhibit B**

**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 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]

# 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:  
116-0000-011-02-000

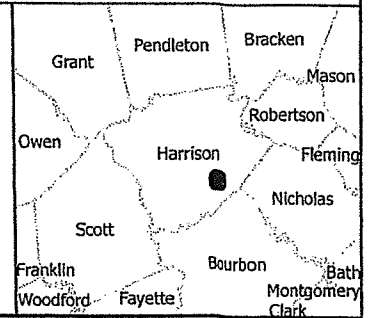






Exhibit B



Legend

-  The Premises
-  The Land



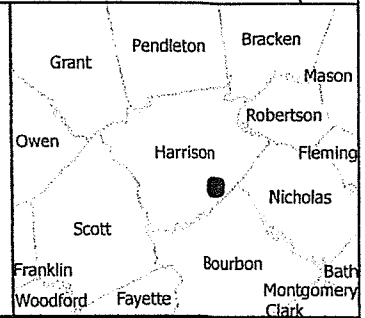
0 500 1,000 US Feet

**PARCEL INFORMATION:**

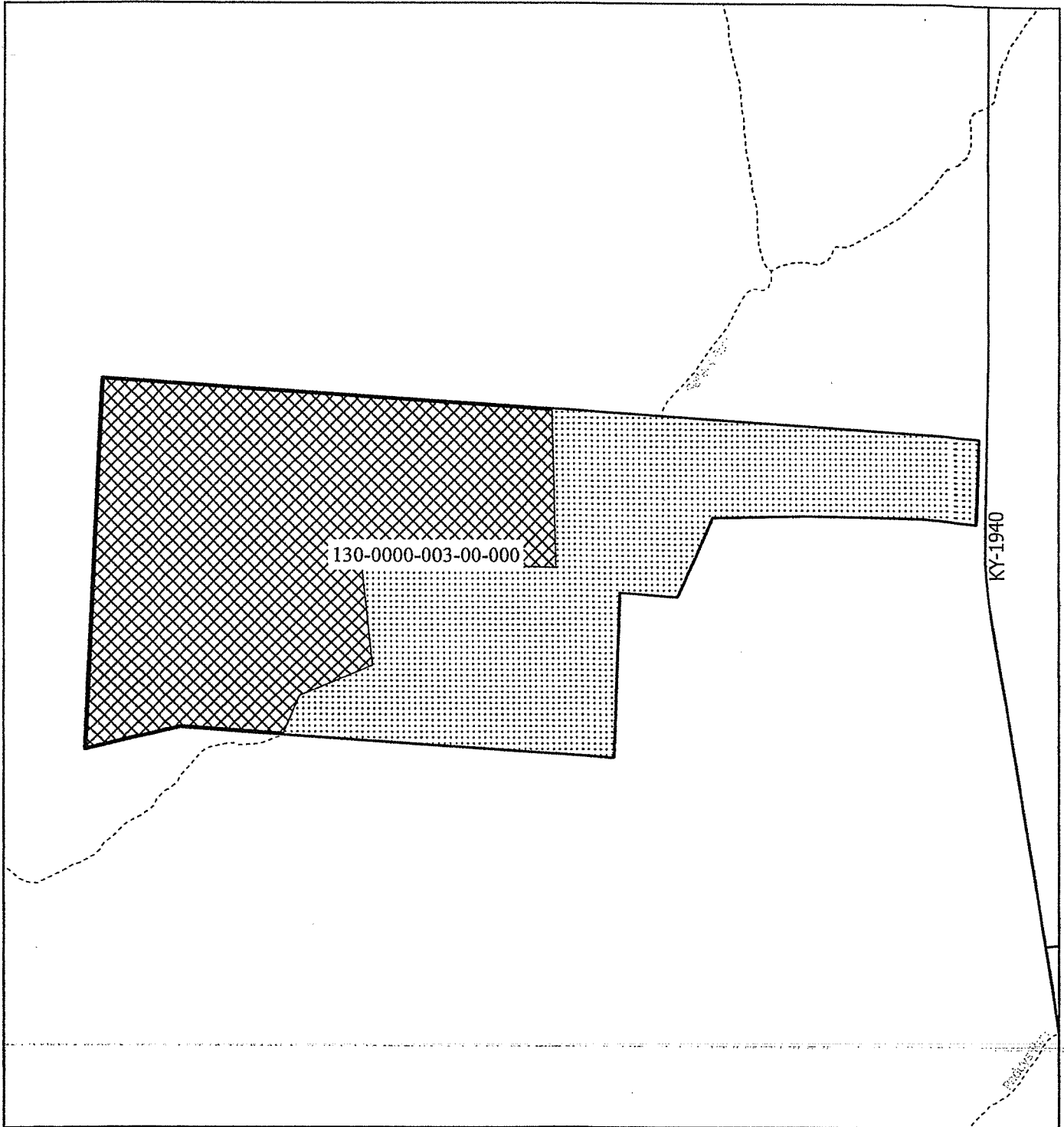
PROJECT:  
Blue Moon Solar LLC

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

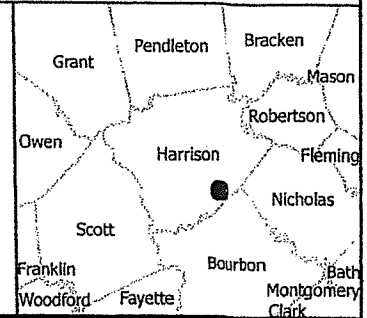


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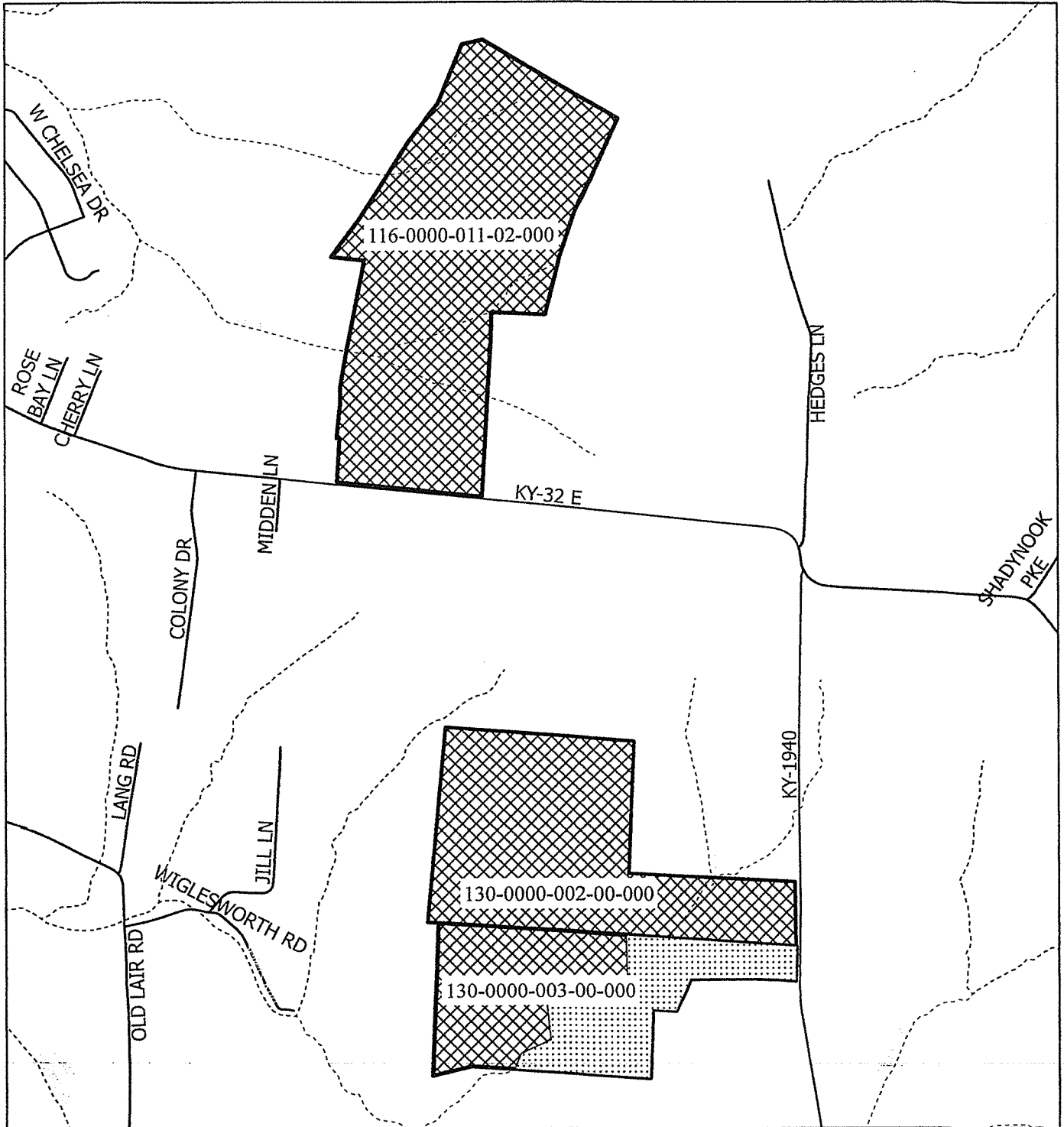
PROJECT:  
Blue Moon Solar LLC

OWNERSHIP:  
Cynona Farms, LLC




PARCEL IDENTIFICATION NUMBER:  
130-0000-003-00-000



# Exhibit B



### Legend

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

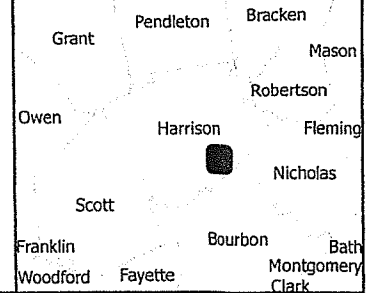
0 1,250 2,500 US Feet



### PARCEL INFORMATION:

PROJECT:  
Blue Moon Solar LLC

OWNERSHIP:  
Cynona Farms, LLC

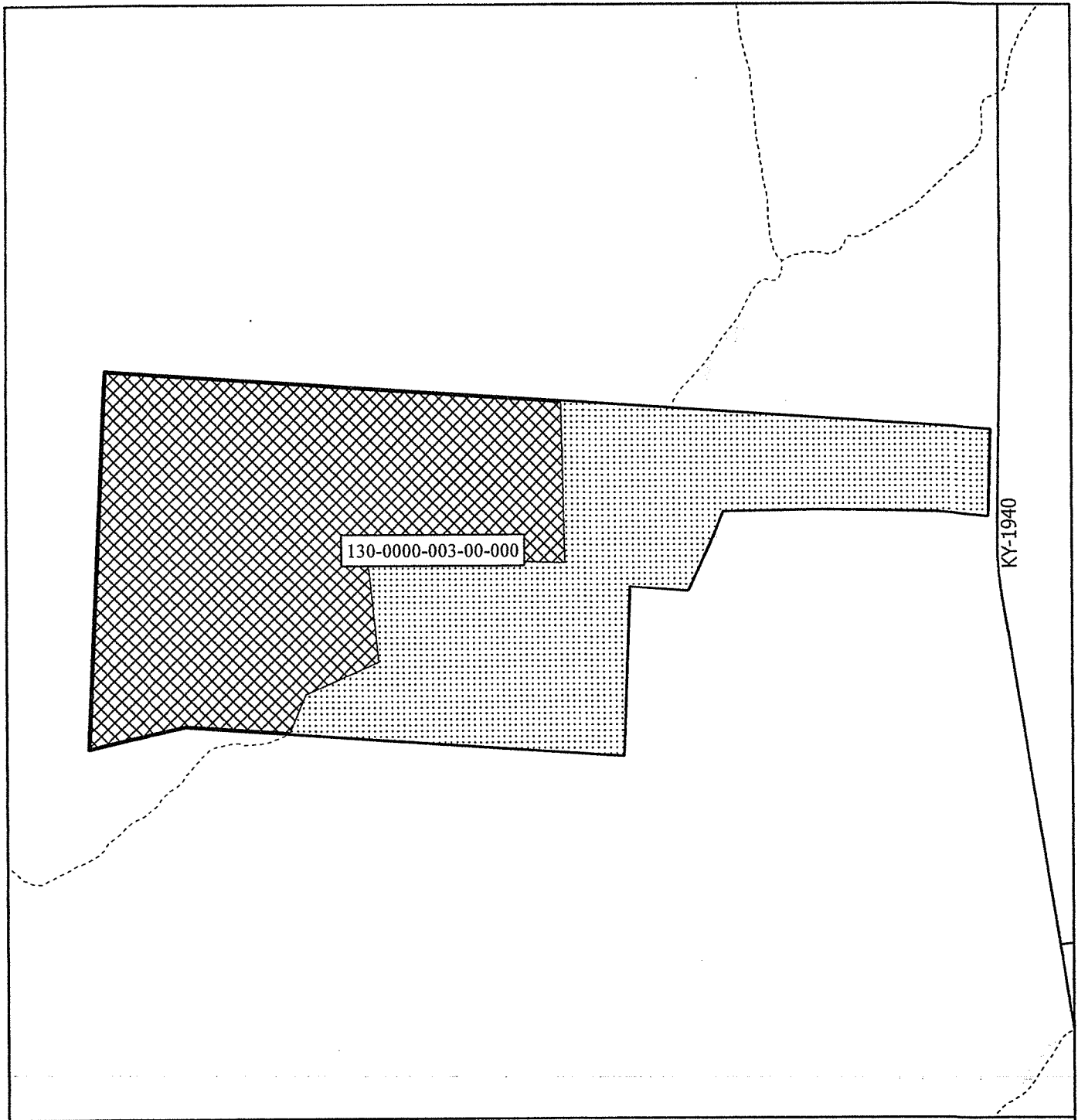


**Exhibit B-1**




**The Do Not Disturb Area**

**[See Attached]**

# Exhibit B-1



## Legend

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

0 500 1,000 US Feet



## PARCEL INFORMATION:

### PROJECT:

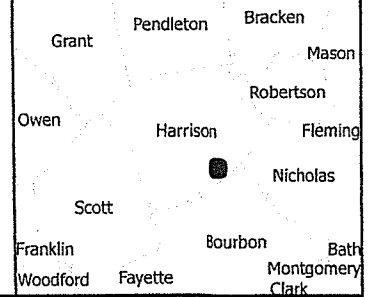
Blue Moon Solar LLC

### OWNERSHIP:

Cynona Farms, LLC

### PARCEL IDENTIFICATION NUMBER:

130-0000-003-00-000



**Exhibit C**

[form of Memorandum attached]

WHEN RECORDED RETURN TO:

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

## MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement (“Memorandum”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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

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: \_\_\_\_\_

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

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

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_ as \_\_\_\_\_ 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.

\_\_\_\_\_  
Notary Public in and for said State

**TENANT:**

BLUE MOON SOLAR LLC,  
a Kentucky limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_ as \_\_\_\_\_ 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.

\_\_\_\_\_  
Notary Public in and for said State

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 Solar Ground Lease Agreement

### The Land

Deed dated June 7, 2018, recorded June 11, 2018 in Book 353, Page 649, Harrison County Court Clerk, Harrison County, Kentucky.

#### TRACT 1:

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.

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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 as that conveyed Kent S. Bradford and Mary Beth Bradford, his wife, by James L. Sizemore and Patsy C. Sizemore, his wife, by Deed dated March 5, 1999 of record in Deed Book 230, page 553. See Deed of Correction in Deed Book 280, Page 638.

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

## TRACT 2:

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.

Being the same property as that conveyed Kent S. Bradford and Mary Beth Bradford by Deed dated September 25, 2012 and recorded in Deed Book 323, Page 449.

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

TRACT 3:

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  $\frac{3}{4}$  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  $\frac{3}{4}$  W. 30.69 chs. to a stone corner to Wiglesworth and Kaufmann; thence N. 6  $\frac{1}{2}$  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  $\frac{1}{2}$  W. 2.86 chs to a corner to McKee near the middle of said pike; thence with McKee line N. 84  $\frac{1}{4}$  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  $\frac{1}{2}$  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.

Being the same property as that conveyed to Kent S. Bradford and Mary Beth Bradford, his wife, by deed dated September 25, 2012 and recorded in Deed Book 323, Page 449.

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

## **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]

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: Shelley Coppas 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

**GRANTEE:**

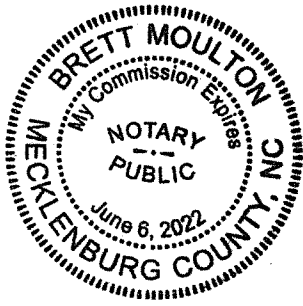
**BLUE MOON SOLAR LLC,**  
a Kentucky limited liability company

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

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

On September 28, 2021, before me, Brett Moulton, a Notary Public in and for said state, personally appeared Nergen 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.



Brett Moulton  
Notary Public in and for said State

This instrument was prepared by:  
  
\_\_\_\_\_  
Brian D. Zoeller, Esq.  
Frost Brown Todd LLC  
400 W Market Street, Suite 3200  
Louisville, KY 40202



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.

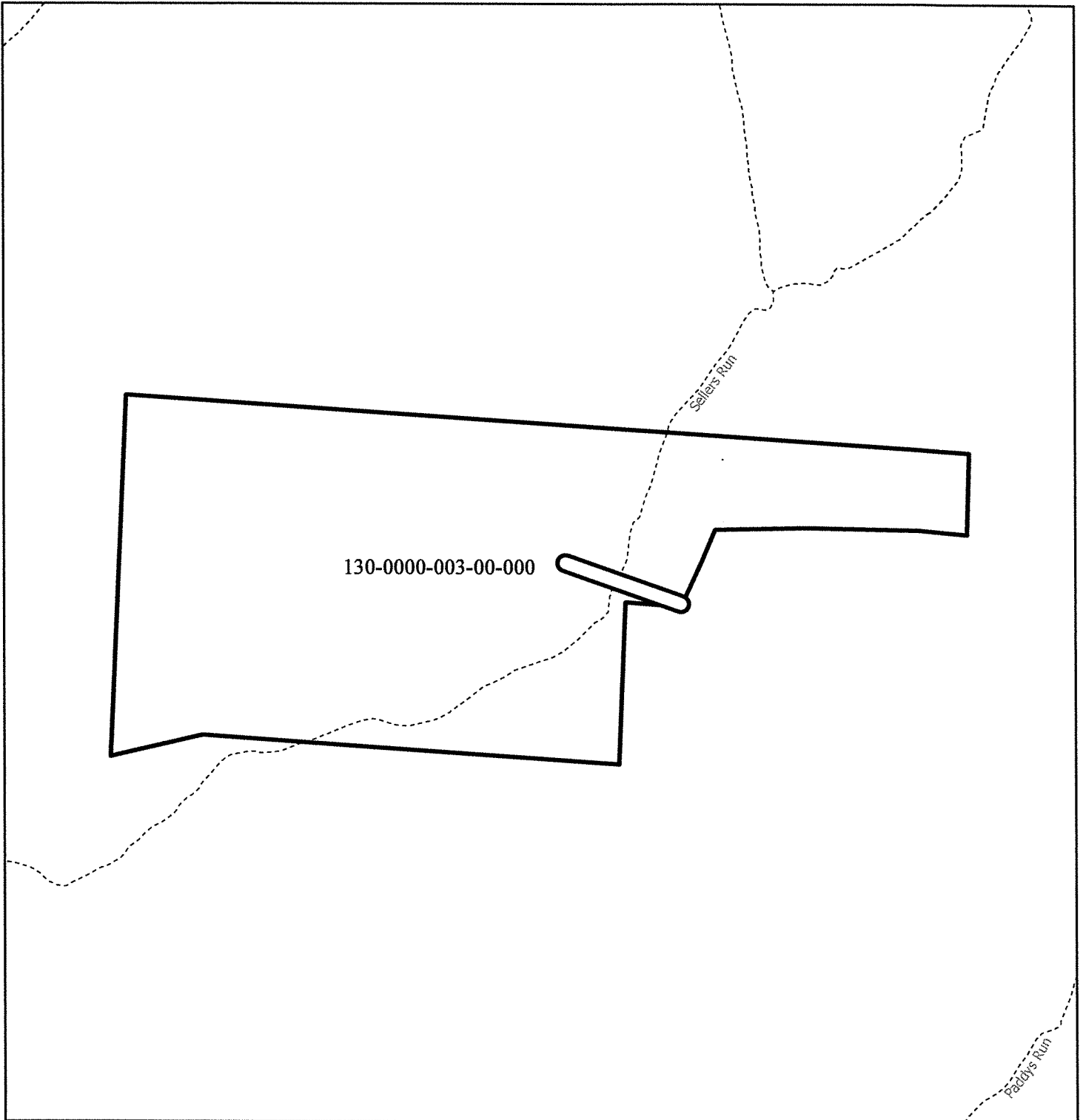
**BEING** a portion of the same property conveyed to Cynona Farms, LLC, a Kentucky limited liability company by Deed dated June 7, 2018, recorded June 11, 2018 in Book 353, Page 649, in the Office of the County Clerk of Harrison County, Kentucky.



**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:

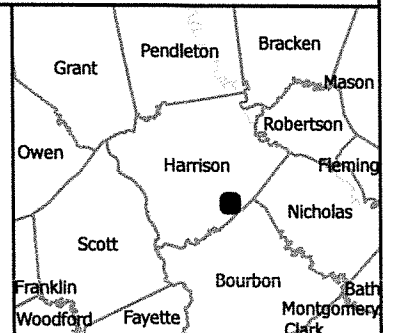
Blue Moon Solar LLC

### 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

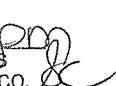
State of ~~Kentucky~~ <sup>County of Harrison</sup>  
I, Linda S. Barnes, Clerk of Harrison County, do hereby certify  
that the foregoing Agreement was on the 2 day  
of March 2022 at 2:06 P.M.; lodged in my office  
certified as above for record; whereupon, the same and this  
certificate are now duly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

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. 1) 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  $\frac{3}{4}$  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  $\frac{3}{4}$  W. 30.69 chs. to a stone corner to Wiglesworth and Kaufmann; thence N. 6  $\frac{1}{2}$  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  $\frac{1}{2}$  W. 2.86 chs to a corner to McKee near the middle of said pike; thence with McKee line N. 84  $\frac{1}{4}$  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  $\frac{1}{2}$  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.

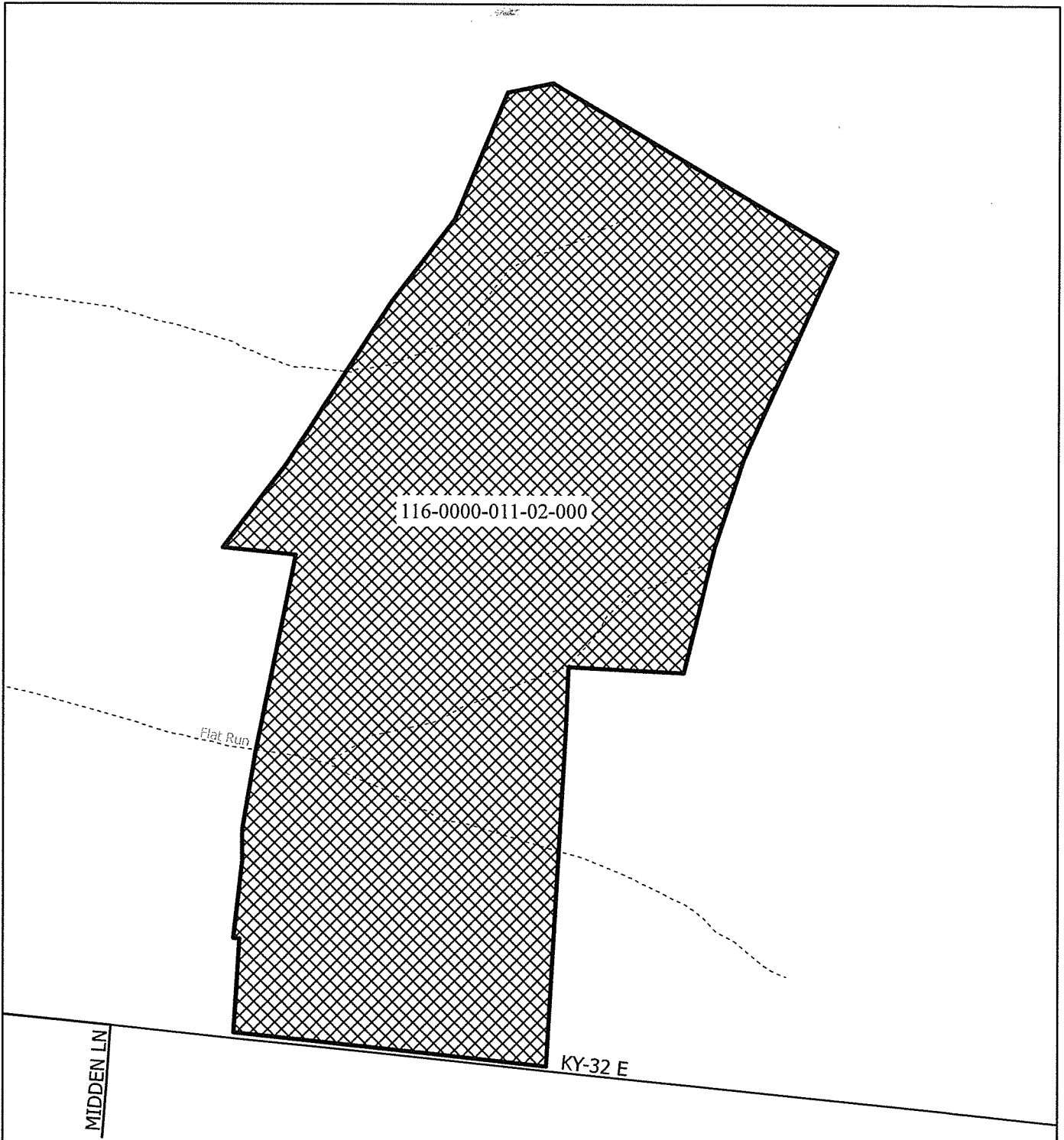
**Exhibit B to Memorandum of Solar Ground Lease Agreement**

**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



## Legend

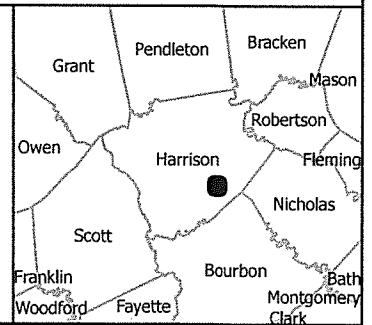
-  The Premises
-  The Land

0 500 1,000 US Feet

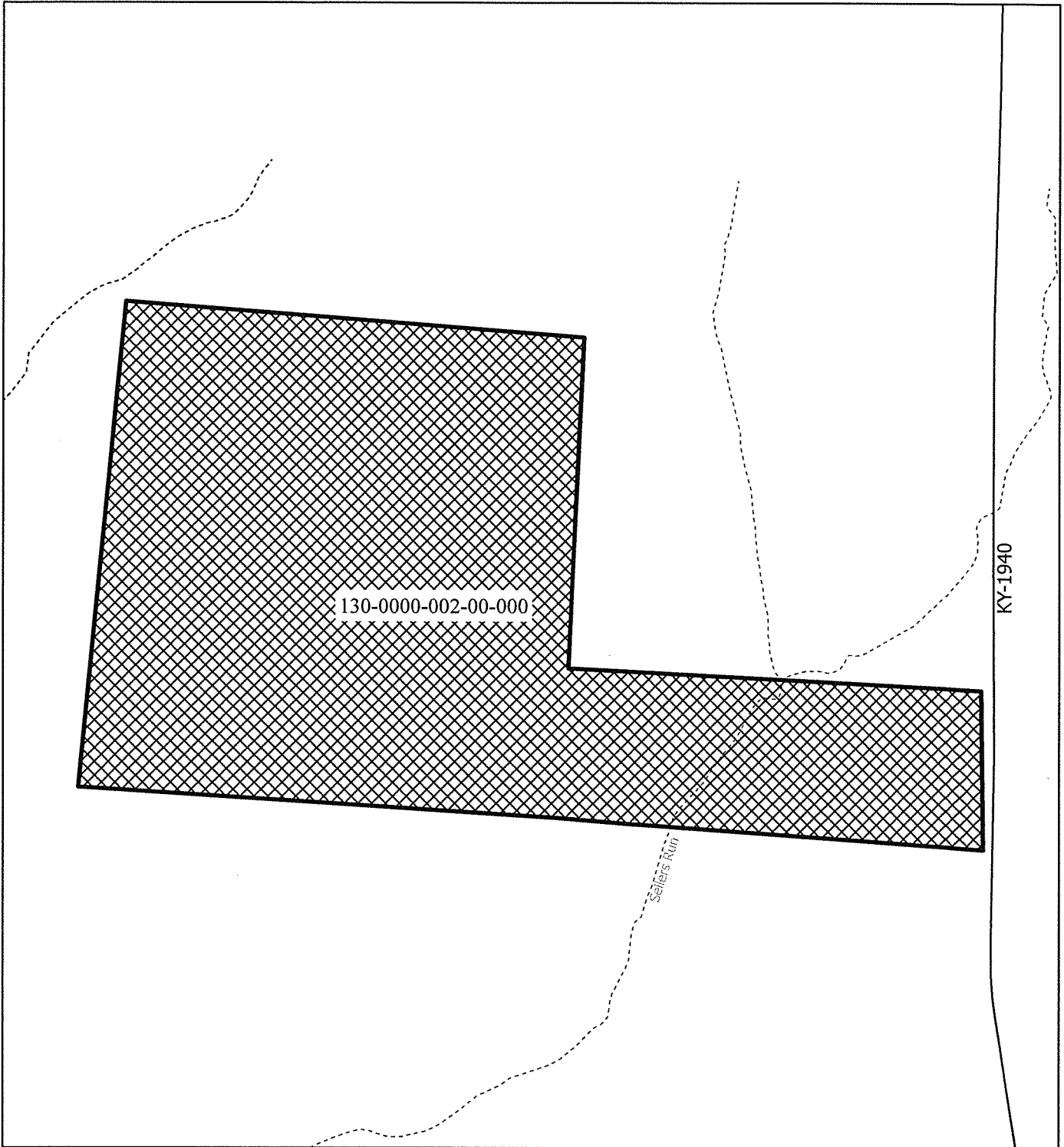


## PARCEL INFORMATION:



PROJECT:  
Blue Moon Solar LLC  
OWNERSHIP:  
Cynona Farms, LLC  
PARCEL IDENTIFICATION NUMBER:  
116-0000-011-02-000



# Exhibit B



## Legend

-  The Premises
-  The Land



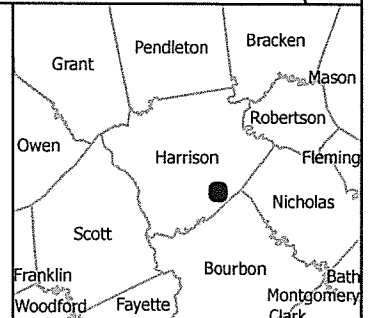
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## PARCEL INFORMATION:

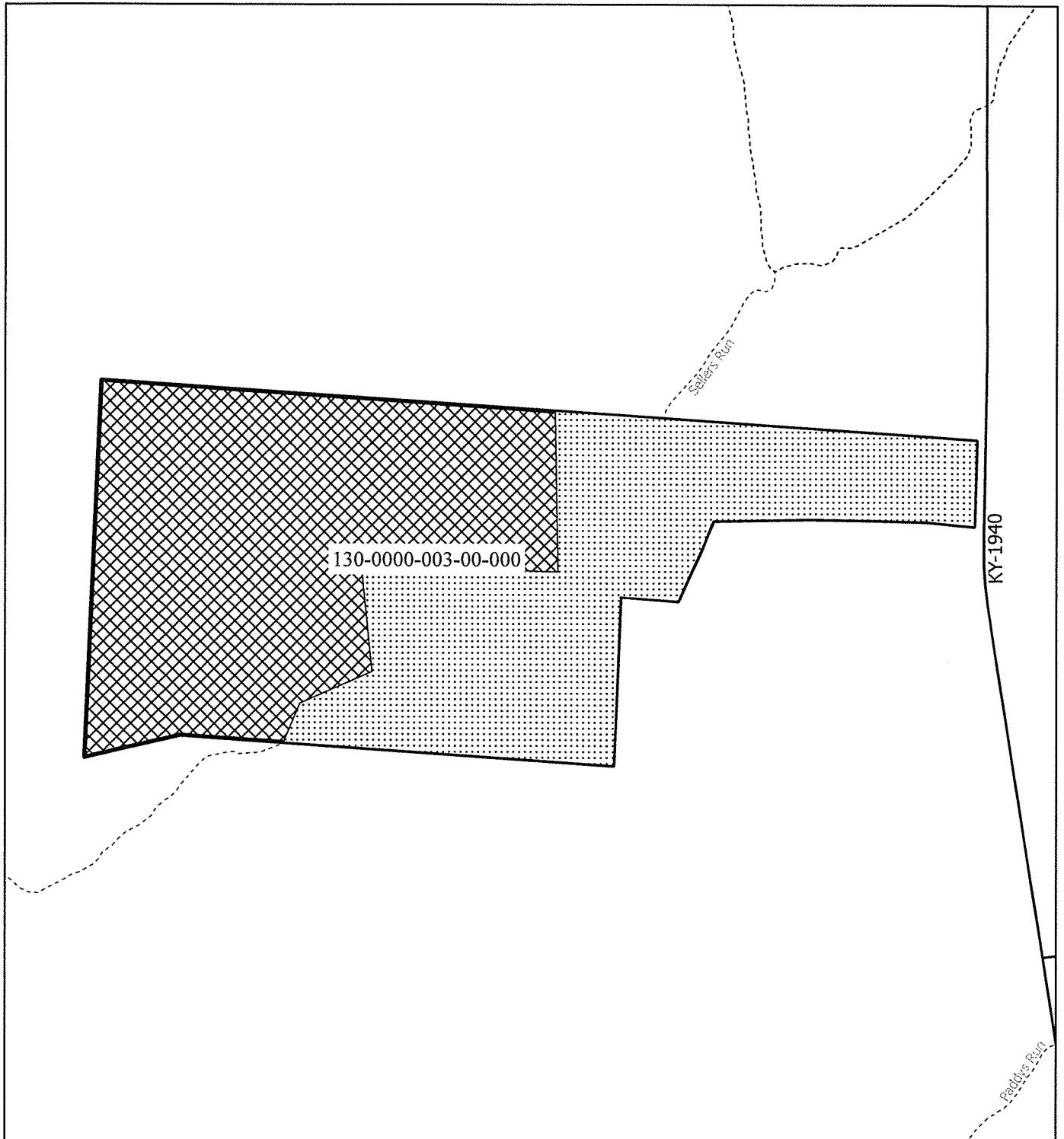
PROJECT:  
Blue Moon Solar LLC

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:

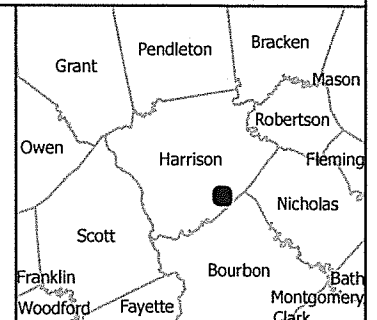
Blue Moon Solar LLC

### OWNERSHIP:

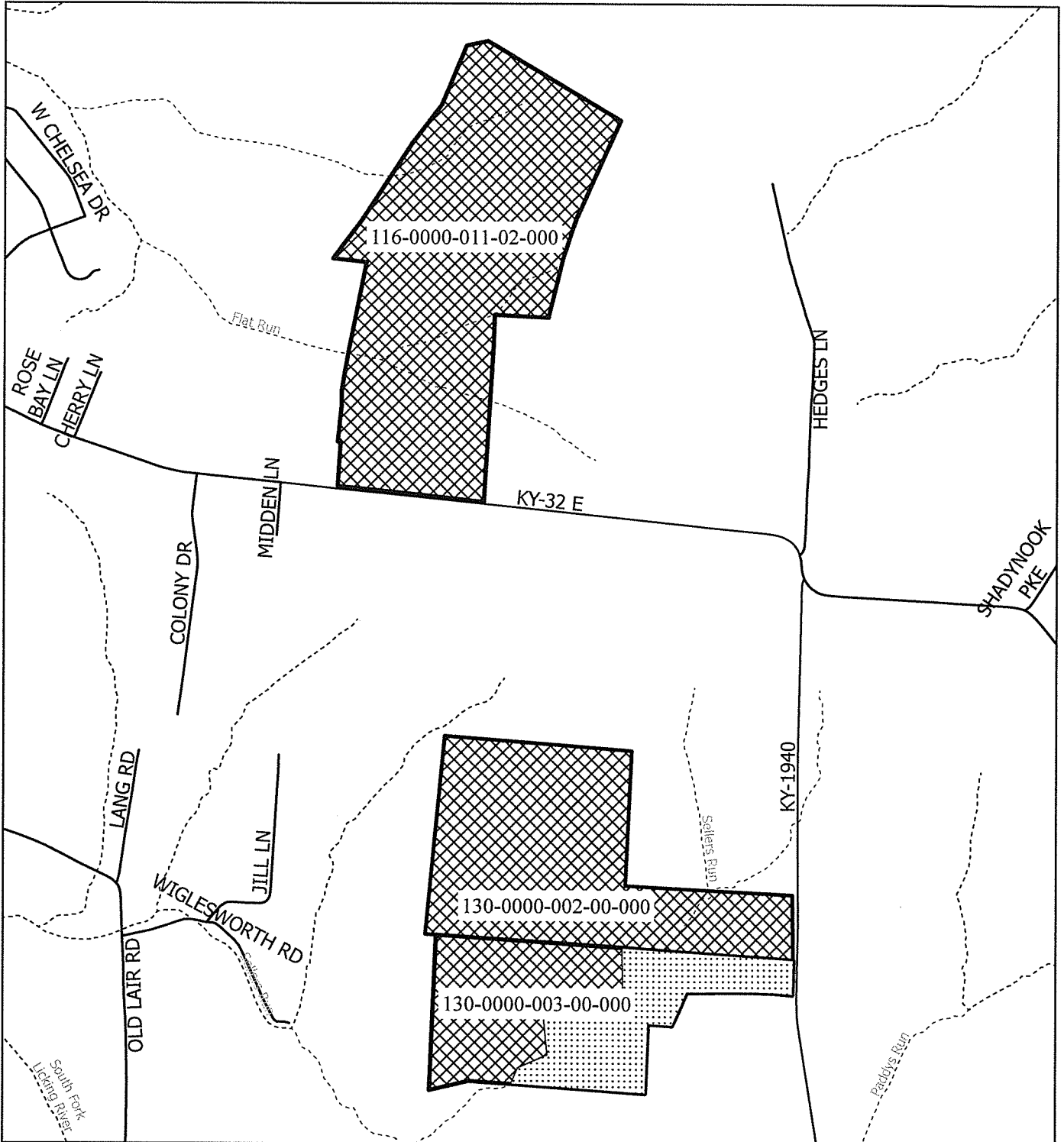
Cynona Farms, LLC

### PARCEL IDENTIFICATION NUMBER:




130-0000-003-00-000



# Exhibit B



### Legend

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

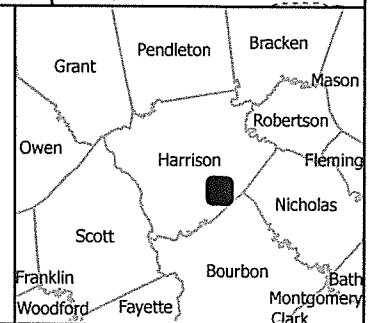
0 1,250 2,500 US Feet



### PARCEL INFORMATION:

PROJECT:  
Blue Moon Solar LLC

OWNERSHIP:  
Cynona Farms, LLC





## FIRST AMENDMENT TO SOLAR GROUND LEASE AGREEMENT

This First Amendment to Solar Ground Lease Agreement (this "**Amendment**") is entered into to be effective February 11, 2022 ("**Amendment Effective Date**"), between **Blue Moon Solar LLC**, a Kentucky limited liability company ("**Tenant**"), and **William R. Cook** and his spouse **Theresa S. Cook** (collectively, "**Landlord**"). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Original Lease (defined below).

### Recitals

- A. Landlord and Tenant are parties to that certain Solar Ground Lease Agreement dated May 24, 2019 pertaining to certain real property more particularly described therein and located in Harrison County, Kentucky (the "**Original Lease**").
- B. Landlord and Tenant wish to amend the Original Lease to amend the descriptions of the Land and the Premises, and to make other changes more fully described herein.

For and in consideration of mutual covenants and agreements of the parties contained in the Original Lease and this Amendment and other good and valuable consideration, the receipt and sufficiency of which are agreed and acknowledged, the parties agree as follows:

1. The Land and the Premises. **Exhibits A** and **B** to the Original Lease are hereby deleted and replaced with **Exhibits A** and **B** attached hereto and incorporated by reference herein. Additionally, the first recital of the Original Lease is hereby deleted and replaced with the following:

"In consideration of [REDACTED] (the "**Phase I Payment**") previously paid by Tenant to Landlord, the receipt and sufficiency of which are hereby acknowledged by Landlord, and the rent to be paid to Landlord by Tenant as hereinafter provided, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, approximately 58.5 acres of land (being a portion of that certain property with Parcel ID No. 129-0000-007-01-000 containing approximately 131.6 acres located at Hedges Lane, Cynthiana, Kentucky 41031 in Harrison County), which 58.5 acre area is more fully described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Land**"), together with all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon (the Land leased to Tenant is generally depicted in **Exhibit B** attached hereto and by this reference made a part hereof, and the Land, together with the above-described property, improvements and appurtenances are hereinafter collectively referred to as the "**Premises**"), to be occupied

and used upon the terms and conditions herein set forth. One Hundred and No/100 Dollars (\$100.00) of the Phase I Payment was provided as independent consideration (the "**Independent Consideration**") for Tenant's right to terminate the Lease as set forth in Section 1(c) and (d). The Independent Consideration was wholly earned by Landlord upon Landlord's execution of the Lease, and is not refundable, or applicable to the rent, under any circumstances."

2. [REDACTED]

3. Rent Commencement Date. Section 2(d) of the Original Lease is amended to replace the incorrect reference to "Section 2(e)" with a reference to "Section 2(d)".

4. Indemnifications. Section 16(a) of the Original Lease is amended to replace the incorrect reference to "Section 17(a)" with a reference to "Section 16(a)" in the second to last sentence of Section 16(a).

5. Confidentiality. Section 30 of the Original Lease is amended to replace the incorrect references to "Section 29" with references to "Section 30".

6. Leasehold Financing. Section 35(b)(iii) of the Original Lease is amended to replace the incorrect reference to "Section 36" with a reference to "Section 35".

7. Adjacent Property. References in the Original Lease to "Adjacent Property" shall refer to all or any portion of the Released Premises. For the avoidance of doubt, the Adjacent Property shall exclude 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.

8. Tenant. Notwithstanding any deficiencies in Tenant's signature to the Original Lease, the parties hereby acknowledge and agree that Tenant executed the Original Lease.

9. Memorandum. The parties acknowledge and agree that they failed to execute and record a memorandum of the Original Lease. In lieu of the memorandum of the Original Lease, the parties shall, concurrently with the execution of this Amendment, execute and record a memorandum of this Amendment in the form attached to this Agreement as **Exhibit C**, which memorandum may be recorded by Tenant in the Public Registry in the County in which the Land is located.

10. Landlord and Tenant confirm and ratify all of the terms of the Original Lease, as amended by this Amendment. As amended by this Amendment, the Original Lease shall remain in full force and effect and be binding upon Landlord and Tenant in accordance with its terms. This Amendment may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument. Additionally, the parties, and any third party, may rely on a copy or facsimile of an executed counterpart as if such copy or facsimile were an original.

Executed and delivered to be effective as of the Amendment Effective Date.

[Intentionally blank – signatures on following page]

**TENANT:**

**Blue Moon Solar LLC**, a Kentucky limited liability company

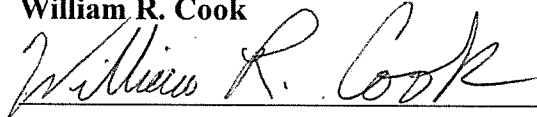
By: 

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

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

**LANDLORD:**

**William R. Cook**

  
\_\_\_\_\_

**Theresa S. Cook**

  
\_\_\_\_\_

**Exhibit A**

**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

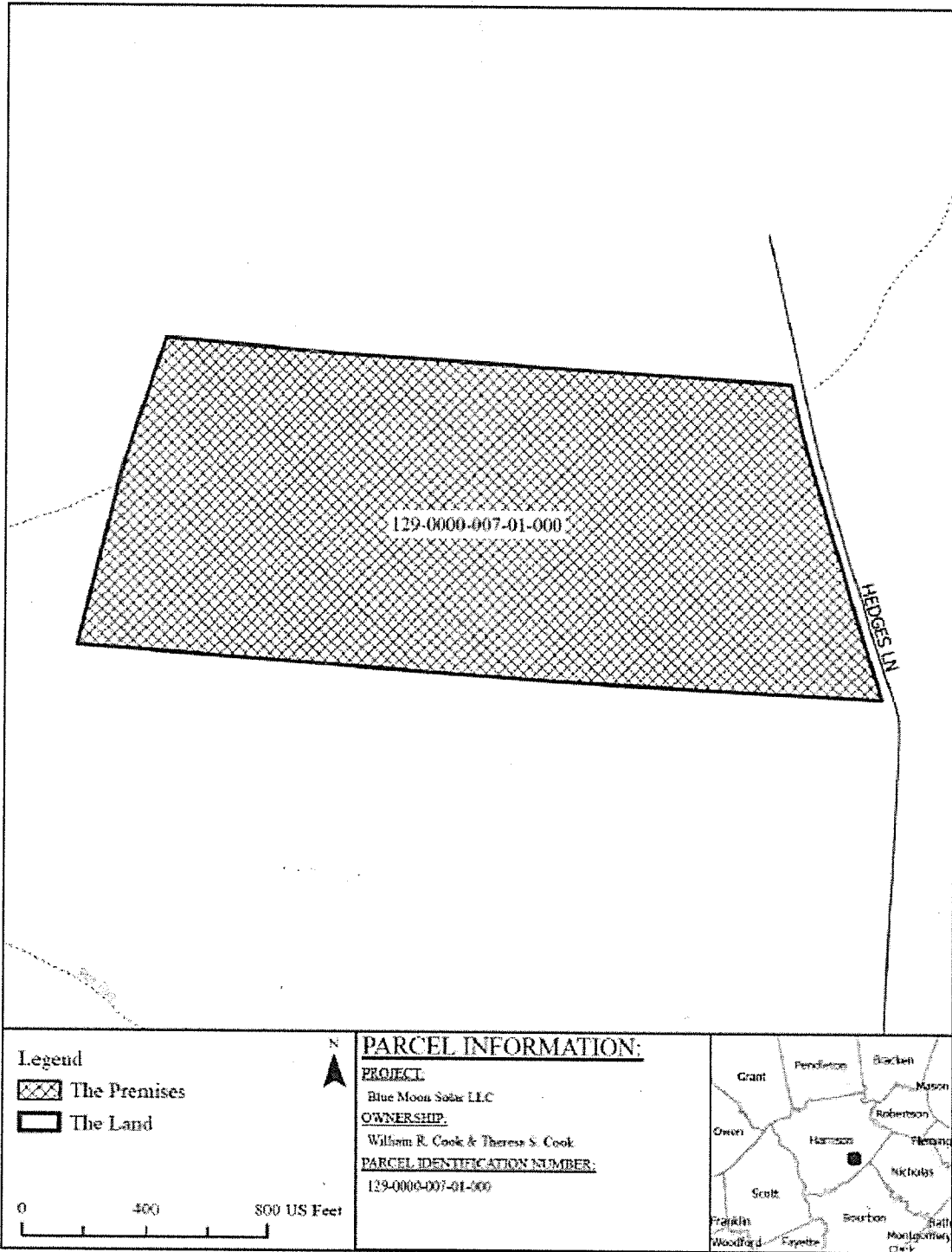
**Exhibit B**

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



Legend

-  The Premises
-  The Land

0 400 800 US Feet

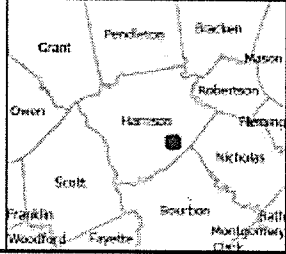


PARCEL INFORMATION:

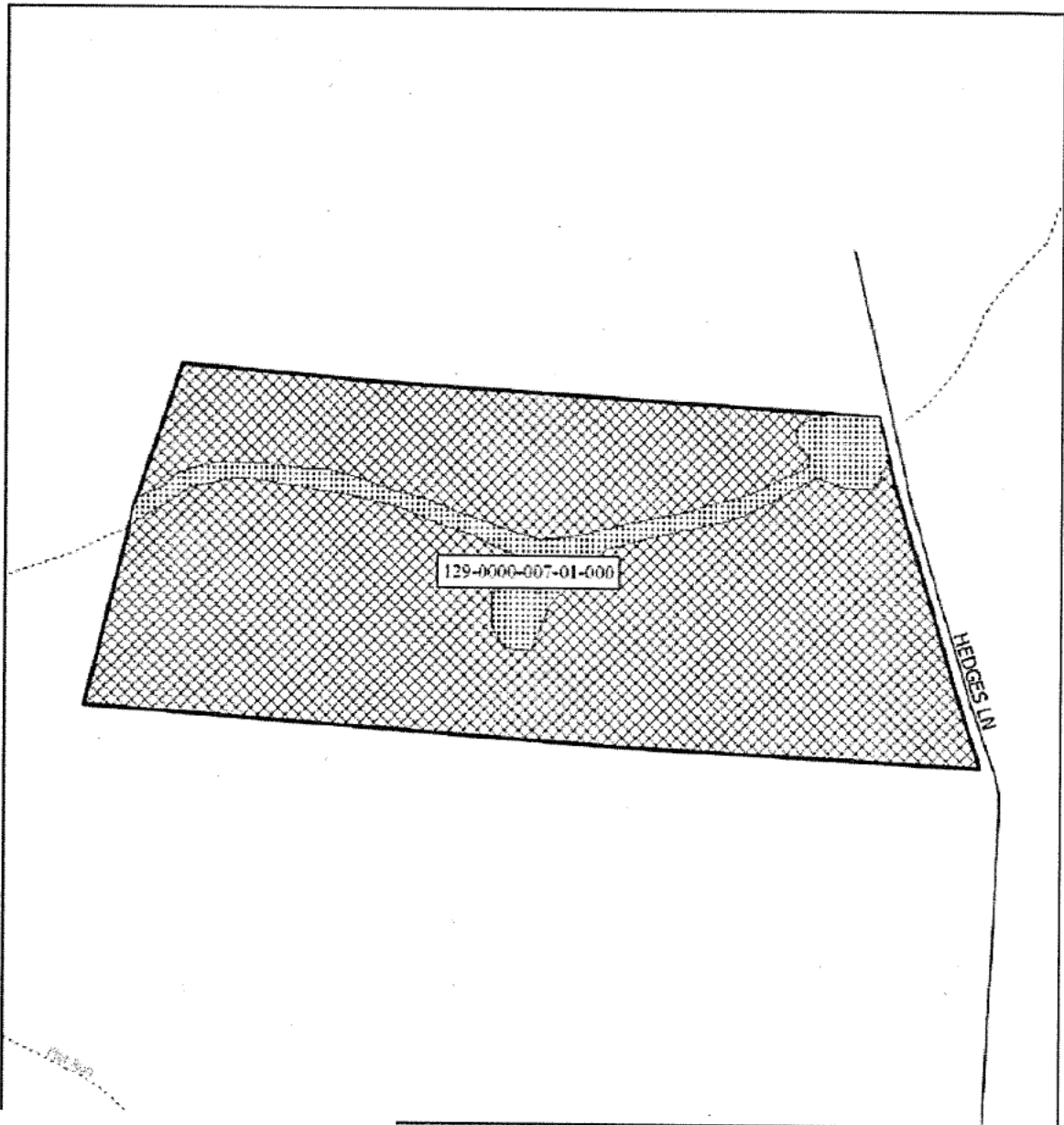
PROJECT:  
Blue Moon Soda LLC

OWNERSHIP:  
William R. Cook & Theresa S. Cook

PARCEL IDENTIFICATION NUMBER:  
129-0000-007-01-000

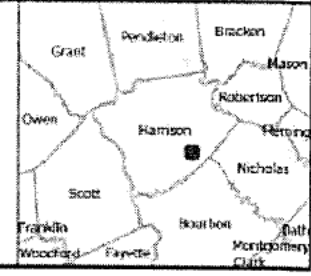


**Exhibit B-1**



**PARCEL INFORMATION:**

PROJECT  
Blue Moon Solar LLC  
OWNERSHIP  
William R. Cook & Theresa S. Cook  
PARCEL IDENTIFICATION NUMBER  
129-0000-007-01-000





**Exhibit C**

[form of Memorandum attached]

WHEN RECORDED RETURN TO:

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

## MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement (“Memorandum”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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

---

THERESA S. COOK

---

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public in and for said State

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_, 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.

\_\_\_\_\_  
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**

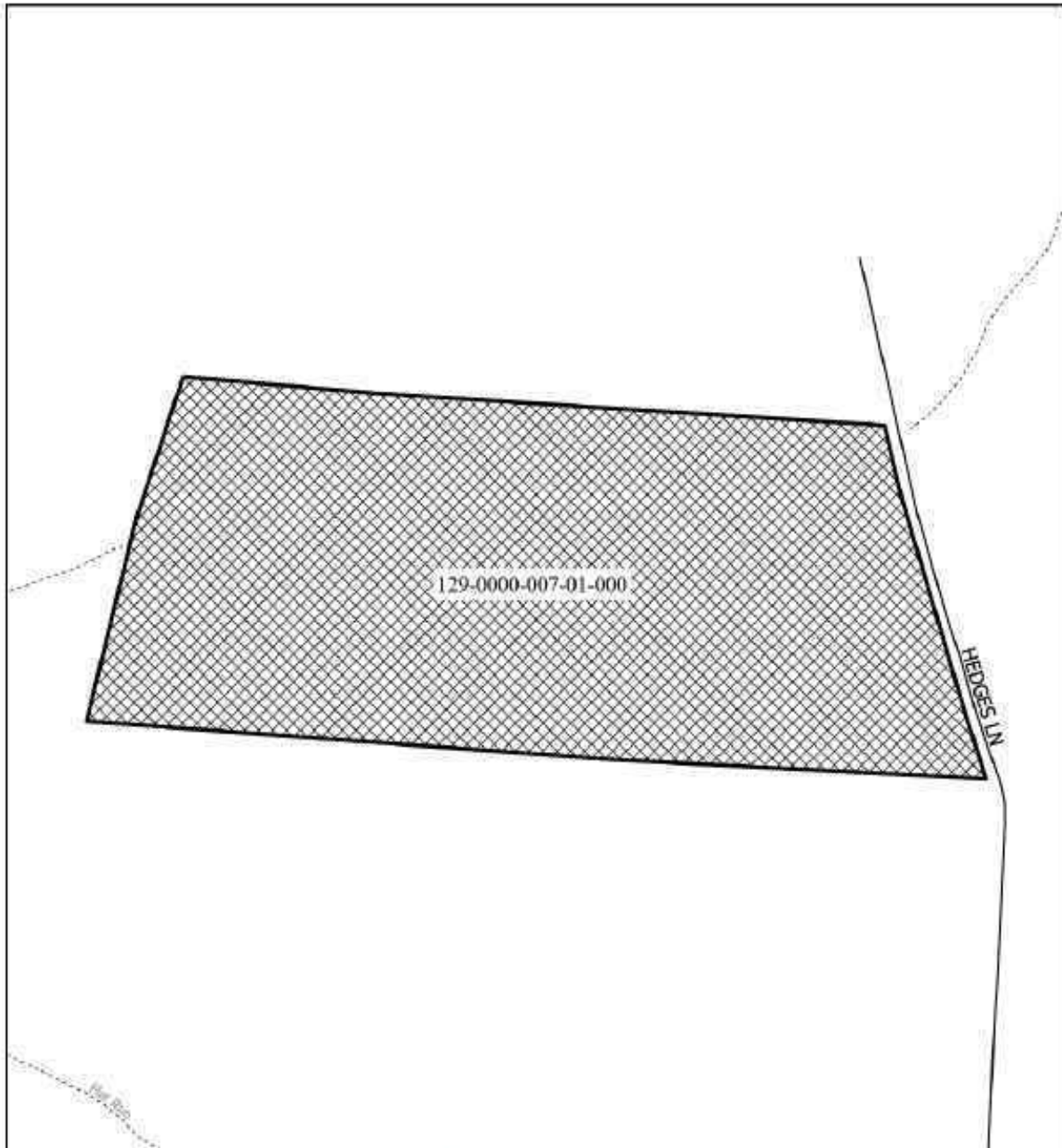
### **Depiction of the Land**

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



Legend

-  The Premises
-  The Land

0 400 800 US Feet



**PARCEL INFORMATION:**

**PROJECT:**

Blue Moon Solar LLC

**OWNERSHIP:**

William R. Cook & Theresa S. Cook

**PARCEL IDENTIFICATION NUMBER:**

129-0000-007-01-000



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 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 A 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



TENANT:

BLUE MOON SOLAR LLC,  
a Kentucky limited liability company

By: \_\_\_\_\_  
Name: Jesse Ford  
Title: MANAGER

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

On February 11, 2022 before me, Brett Moulton, a Notary Public in and for said state, personally appeared Jesse Ford 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.

Brett Moulton *Brett Moulton*  
Notary Public in and for said State



This instrument was prepared by:

*Brian D. Zoeller*

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

**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



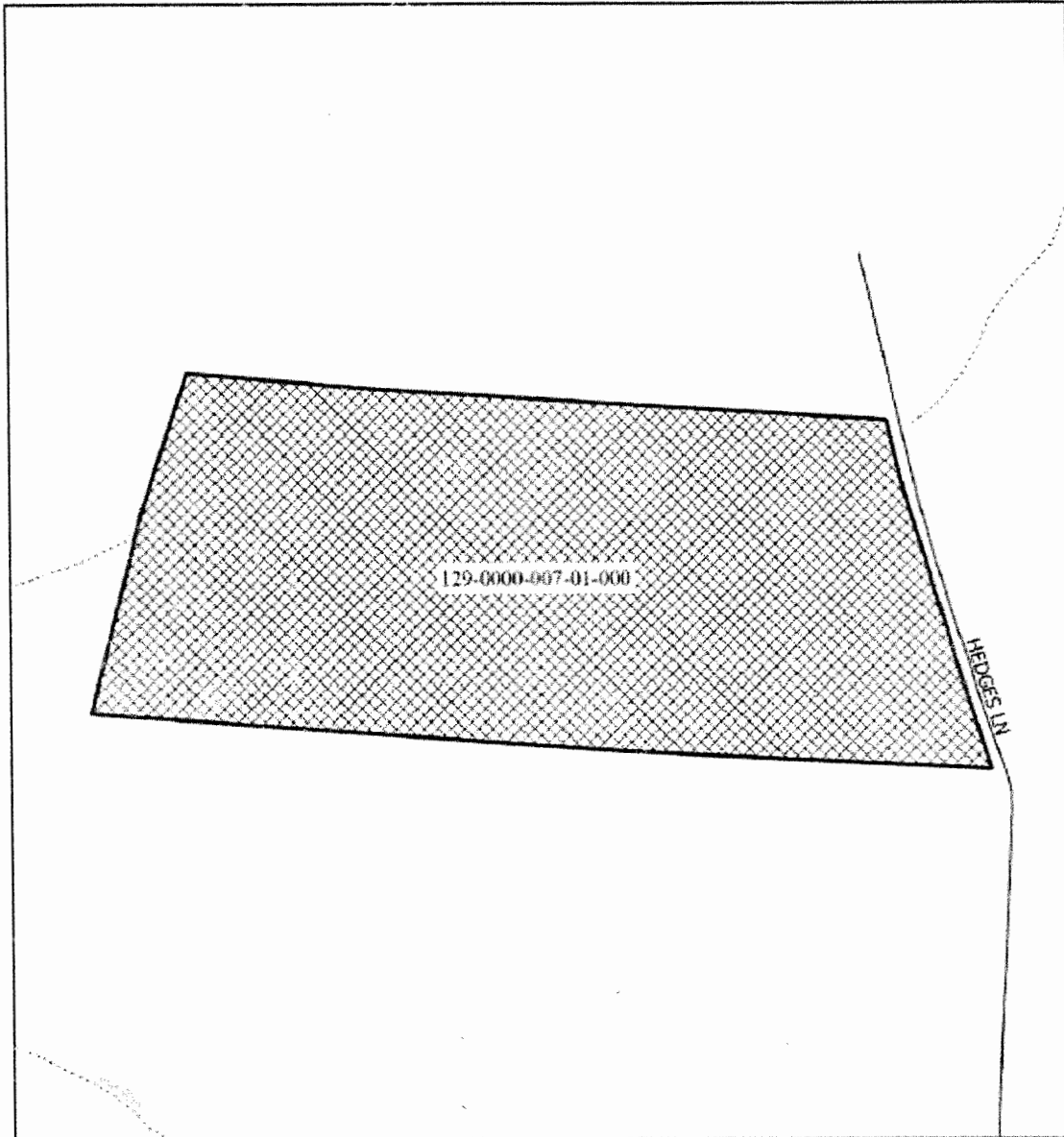
**Exhibit B to Memorandum of Solar Ground Lease Agreement**



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



<p><b>Legend</b></p> <p> The Premises</p> <p> The Land</p> <p>0 400 800 US Feet</p>	<p><b>PARCEL INFORMATION:</b></p> <p><u>PROJECT</u> Blue Moon Solar LLC</p> <p><u>OWNERSHIP</u> William R. Cook &amp; Theresa S. Cook</p> <p><u>PARCEL IDENTIFICATION NUMBER</u> 129-0000-007-01-000</p>	An inset map showing a grid of surrounding areas. A small black square is located in the center of the grid, corresponding to the location of the main parcel. The labels for the surrounding areas are: Grant, Pendleton, Swickert, Mason, Robertson, Thomas, Nicholas, Scott, Hamson, Bourbon, Bell, Montgomery, Clark, Fayette, Woodford, Franklin, and Owen.
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**SOLAR GROUND LEASE AGREEMENT**

**THIS SOLAR GROUND LEASE AGREEMENT** (this "Lease") is made and entered into as of the 8<sup>th</sup> day of Dec, 2017 (the "Effective Date"), by and between Chapel Mastin Jr. (collectively, "Landlord") and Blue Moon Solar LLC, a Kentucky limited liability company ("Tenant").

**WITNESSETH:**

In consideration of [REDACTED] paid in hand from Tenant to Landlord [REDACTED] of full execution (the "Phase 1 Payment Date"), and the rent to be paid to Landlord by Tenant, as hereinafter provided, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, a portion up to approximately 164 acres of that certain property with Parcel ID No. of 130-0000-012-00-000, containing approximately 173 acres, located at 469 Steffe Lane Cynthiana, KY 41031 and in substantially the location set forth on Exhibit A attached hereto and by this reference made a part hereof (the "Land"), and all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon (the Land, together with the above-described property, improvements and appurtenances are hereinafter collectively referred to as the "Premises"), to be occupied and used upon the terms and conditions herein set forth.

1. Term of Lease; Extension Terms; Termination Rights; Contingencies/Due Diligence.

(a) The term of this Lease (including any extensions or renewals, the "Term") shall commence on the Effective Date and shall end [REDACTED] after the Rent Commencement Date (as hereinafter defined) (the "Expiration Date"),

[REDACTED]

(b) If Tenant is not then in default under the terms of this Lease, [REDACTED]

[REDACTED]

(c) If Tenant is not then in default under the terms of this Lease, [REDACTED]

[REDACTED]

(d) Tenant's obligation to perform hereunder shall be subject to the satisfaction (or waiver) of the following contingencies (collectively the "Contingencies"):

(i) Tenant obtaining all necessary approvals from state, federal and local authorities required by Tenant to construct its proposed improvements and to operate the Premises for the Intended Use (as hereinafter defined),

(ii) Tenant's entering into power purchase agreement(s) and REC purchase agreement(s) for the proposed improvements and operations at the Premise to Tenant's satisfaction,

(iii) Tenant's review and approval of title and survey matters with respect to the Premises, the environmental condition of the Premises and the physical condition of the Land,

(iv) Tenant's receipt of the subordination, non-disturbance and recognition agreements contemplated in Section 21,

(v) Tenant deciding to lease the Premises in lieu of other sites being considered by Tenant prior to the Rent Commencement Date, and

(vi) Tenant's review and approval of any other matters that Tenant deems relevant to determining whether Tenant's leasing of the Premises is economically and otherwise feasible.

If Tenant is unable to satisfy the Contingencies to Tenant's satisfaction prior to the Rent Commencement Date, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, Tenant may terminate this Lease by giving written notice to Landlord prior to the Rent Commencement Date; provided however, that Tenant's right to terminate this Lease under this Section 1(d) shall expire upon Tenant's installation on the Premises of any permanent improvements or alterations.

In addition, if Tenant is unable to secure the participation of a sufficient number of neighboring landowners, Tenant shall have the right, in Tennat's sole discretion, to Terminate this Lease by giving written notice to Landlord.

As part of Tenant's due diligence, Tenant shall be entitled to conduct (at its expense) such testing of the Premises as Tenant shall determine necessary in its discretion, including without limitation, one or more environmental audits or assessments, and to physically inspect and review the Premises, which investigation shall be of such scope as Tenant determines.

Prior to the Rent Commencement Date, Tenant shall [REDACTED] obtain a survey of the Land (the "Survey") that shall show the boundary line of the Premises and otherwise be sufficient to constitute a legal subdivision of the Premises from Landlord's land of which the Premises is a part upon the recordation of the Survey in the appropriate office, if required. The Survey shall show what acreages are wooded or open.

As part of its inspections and performance of the Survey, Tenant may elect to reduce the Land subject to this Lease, for any reason or no reason, for all or part of the Premises by delivering written notice to Landlord at any time and for any reason. Landlord agrees that Tenant may terminate pursuant to the foregoing a portion of the Premises ("**Released Premises**") so long as: [REDACTED]

The

portion of the Premises remaining after any partial termination of this Lease shall thereafter be the "Premises" for purposes of this Lease, [REDACTED]

In the event that Tenant elects such partial termination, the Survey (reflecting such termination) shall be incorporated into Exhibit A as if fully set forth therein without amendment to this Lease, and that for purposes of determining the amount of rent payable hereunder, the size of the Premises and the delineation of acreage [REDACTED] as shown on the Survey shall be binding on the parties hereto. Any such Released Premises shall automatically be removed from the "Premises" and the "Land" as those terms are defined and used in this Lease.

[REDACTED]

2. Rent; Rent Escalation; Rent Commencement Date.

(a) Beginning on the Rent Commencement Date, annual rent [REDACTED]

[REDACTED]

(b) [REDACTED]

[REDACTED]

(c) [REDACTED]

[REDACTED]

(d) [REDACTED]

[REDACTED]

(e) [REDACTED]

[REDACTED]

(f)



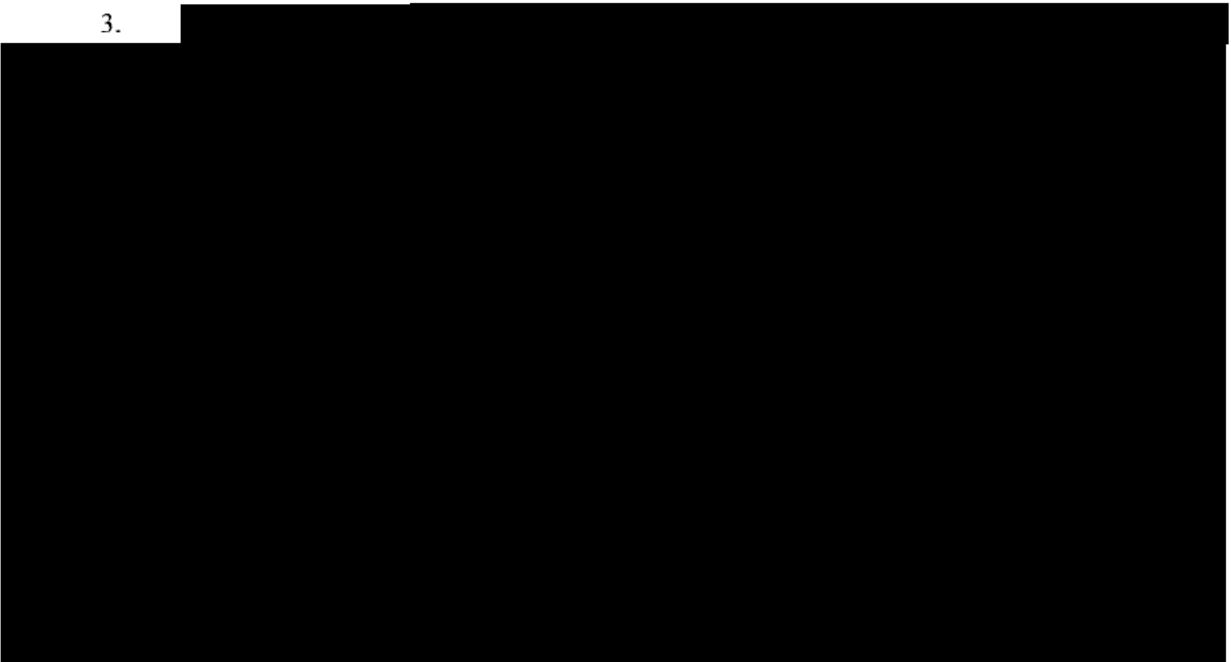
(g)



(h)



3.



4. Utilities. During the Term, Tenant shall pay for all public utilities used in or at the Premises by Tenant.

5. Alterations. Tenant shall install a fence around the perimeter of the Premises at least six (6) feet high and no more than eight (8) feet high and vegetative screening between the solar farm and

streets or neighboring residential areas along with adequate security devices and signage appropriate to a solar farm where electricity is generated, and Tenant shall be solely responsible for the maintenance in good order of such fence, security devices and signage throughout the Term. Tenant may, at its expense, make any other alterations, additions, improvements and changes (including, without limitation, removal of existing improvements and fixtures and trees and plants) to the Premises as it may deem necessary or desirable in connection with its Intended Use of the Premises, without the consent of Landlord. Such alterations, improvements, and changes may, in Tenant's sole discretion, include the cutting, removal, and sale of any timber or trees, including, without limitation, any remaining stumps, on the Premises; [REDACTED]

[REDACTED] Any and all such alterations, additions, improvements or changes conducted by Tenant shall be done in compliance with applicable laws. Landlord agrees to sign any permit applications, to the extent required by law, and to take all such other actions as are reasonably required to allow Tenant to accomplish any such alterations, additions, improvements and changes to the Premises. [REDACTED]

6. Use and Occupancy. 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 (the "Intended Use") and for no other use without the written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant agrees that no unlawful use of the Premises will be made. Landlord shall deliver sole and exclusive possession of the Premises to Tenant on the Effective Date.

7. Insurance.

(a) Tenant shall, after its improvements are completed, keep such improvements insured against loss or damage by fire, windstorm, earthquake and similar hazards in commercially reasonable amounts determined by Tenant.

(b) Beginning on the Effective Date, Tenant, at its sole cost and expense, shall keep or cause to be kept Commercial General Liability Insurance (1986 ISO Form or its equivalent) with a combined single limit of at least [REDACTED] each Occurrence and at least [REDACTED] in the aggregate-per location, which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises.

(c) [REDACTED]

8. Taxes. [REDACTED]



9. Fire or Other Casualty. In the event that the Premises, the improvements thereon, or any portions thereof, are damaged by fire or other casualty during the Term, and if in Tenant's sole judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Premises or the improvements thereon, as the case may be,



10. Condemnation.

(a) In the event that the whole of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, or such portion thereof that, in Tenant's judgment, the remainder of the Premises is not suitable for Tenant's purposes (herein called a "Total Taking"), then



(b) In the event that a portion or portions of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, and such taking does not constitute a Total Taking (herein called a "Partial Taking"), then this Lease,



(c)



Tenant shall have the right to participate, at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings; provided, however, Tenant shall not enter into any binding agreement or settlement without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord agrees to cooperate with Tenant and to execute such



documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings.

11. Maintenance and Repairs. During the Term, Tenant shall be responsible, at its sole cost and expense, for the repair and maintenance of the Premises. Tenant will also be responsible for repair and maintenance of damage to Red Dog Lane (the site entrance) caused by the Tenant's activities.


12. Default.



13. Termination of Lease. Following the expiration or termination of this Lease as hereinabove provided, or pursuant to statute, or by summary proceedings or otherwise, Tenant shall restore the Land (and any other land of Landlord impacted by Tenant's use of the Premises) to substantially its condition as of the Effective Date using prudent engineering practices where applicable, including, without limitation, the removal of all improvements and alterations to the Land or Premises (including, without limitation, all fencing, roads, solar panels and mounting, and other improvements or alterations) and any electrical or communication or other utility poles, lines and connections (unless such lines and connections are used in connection with other property owned by Landlord and Landlord elects to allow such lines and connections to remain); provided, however, that Tenant shall not be obligated to regrade the Land or any other property, replant any crops or plants, replace any improvements that were removed by Tenant, or remove any improvements (including trees and plants) that were added by Tenant prior to the construction of the solar farm as provided for in Section 5 hereof. The removal and restoration shall be completed in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord.

Tenant may, in its discretion, determine the length of such period following the expiration or termination up to a period of twelve (12) months and shall provide Landlord with written notice of such length prior to the date that is thirty (30) days after such expiration or termination. Tenant shall pay Landlord rent for the period beyond the expiration or termination in an amount equal to the annual rent due and payable for the year immediately prior to such expiration or termination prorated based on the actual number of days in such extension divided by three hundred sixty-five (365). Tenant shall have all rights granted to Tenant under this Lease during the period of such extension, including, without limitation, the right to access the Premises for the purposes of complying with this Section 13. This Section 13 shall survive the expiration or termination of this Lease.

14. Possession After Expiration or Termination. If Tenant fails to vacate and surrender the possession of the Premises at the expiration or termination of this Lease (with all removal and restoration requirements contained in Section 13 completed), Landlord shall be entitled



[REDACTED]

15. Binding Effect; Assignment and Subletting. This Lease shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns. Tenant may assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, without Landlord's prior consent but with contemporaneous notice of such assignment.

16. Indemnifications.

(a)

[REDACTED]

(b)


[REDACTED]

17. Quiet Enjoyment. Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of this Lease (beyond any applicable notice and cure periods), it will defend the right of possession to the Premises in Tenant against all parties whomsoever for the entire Term, and that Tenant shall have peaceable and quiet possession of the Premises during the Term without hindrance or molestation.

18. Waiver. The waiver by any party of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant or agreement herein contained.

19. Notices. All notices, elections, demands, requests, payments and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or

registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts, addressed to:

To Landlord: Chapel Mastin Jr.  


To Tenant: Blue Moon Solar LLC  
7804-C Fairview Rd #257  
Charlotte, NC 28226  
Attention: Juergen Fehr

And to: Kilpatrick Townsend & Stockton LLP  
4208 Six Forks Road, Suite 1400  
Raleigh, North Carolina 27609  
Attn: John Livingston

or at such other address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given.

20. Memorandum of Lease. Landlord and Tenant agree that this entire Lease shall not be recorded. However, contemporaneously with the full execution of this Lease, Landlord and Tenant shall execute and record (to be recorded at Tenant's expense) a memorandum of this Lease, specifying the Effective Date, the Expiration Date, the Extension Terms granted herein, and such other provisions hereof as the parties may mutually agree to incorporate therein, which memorandum of lease shall be in form sufficient to publish notice and protect the validity of this Lease and Tenant's rights hereunder. The memorandum of lease shall be recorded in the Public Registry in the County in which the Land is located.

21. SNDA. No later than the Rent Commencement Date, Landlord shall provide to Tenant a subordination, non-disturbance, and attornment agreement from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Land or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Tenant's rights under this Lease in form and substance acceptable to Tenant. With respect to any future beneficiary of a mortgage or deed of trust, Landlord shall request of such beneficiary a subordination, non-disturbance, and attornment agreement in such form as is acceptable to Tenant for the benefit of Tenant.

22. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

23. Invalidity of Particular Provisions. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

24. Landlord's Warranties and Representations. Landlord hereby agrees with, and warrants and represents to Tenant as follows:

(a) Landlord is the owner of the Premises with full right and authority to execute this Lease and to lease the Premises to Tenant in accordance with the terms hereof;

(b) the Premises are free from environmental contamination of any sort and complies with any and all applicable laws, rules, regulations and recorded documents;

(c) Landlord has not received any notice of condemnation, zoning change or legal noncompliance relating to the Premises;

(d) Landlord will not institute or consent to any rezoning of the Premises during the Term (other than rezonings requested by Tenant);

(e) Landlord shall not further encumber the title to the Premises during the Term;

(f) Landlord acknowledges and agrees that access to sunlight is essential to the value to Tenant of the rights granted hereunder and is a material inducement to Tenant in entering into this Lease. Accordingly, Landlord shall not cause or, to the extent within Landlord's control, permit any property then owned or controlled by Landlord in the vicinity of the Premises, or any uses or improvements thereon, to impair Tenant's Intended Use of the Premises (for example, and without limiting the generality of the foregoing, Landlord shall not cause or permit any cell towers, water towers, billboards, silos or any other structures to be placed or constructed thereon that may obstruct the sunlight that otherwise would reach the solar panels located on the Premises, or that may cast shade or shadows upon the solar panels located on the Premises or any portion thereof). If Landlord becomes aware of any potential activity on any adjacent or nearby parcel of land that could diminish the access to sunlight at the Facilities, Landlord shall use its best efforts (i) to timely advise Tenant of such information and (ii) with respect to any adjacent or nearby parcel of land then owned or controlled by the Landlord, to reasonably cooperate with Tenant in taking measures to preserve the levels of sunlight at the Facilities that existed as of the date of this Lease.

(g) the Land is free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants;

(h) Landlord has not and, to the best of Landlord's knowledge, its predecessors in title and Landlord's tenants have not used, manufactured, stored or released hazardous substances on, in or under the Land other than the application of certain materials in the ordinary course of farming the Premises and adjoining property (such as pesticides, herbicides, fertilizer, and other agricultural material).

(i) there are no service or maintenance contracts affecting the Premises for which Tenant may be obligated or liable for;

(j) there are no delinquent or outstanding assessments, liens or other impositions levied or assessed against the Premises;

(k) except for this Lease, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Land, whether written or oral, recorded or unrecorded;


(l) Landlord is not in the hands of a receiver nor is an application for such a receiver pending;

(m) Landlord has made no assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; and

(n) Within five (5) days after the full execution of this Lease, Landlord shall provide copies of the following to Tenant: any notices of any statute or code violation pertaining to the Premises; all "Phase I" and other environmental assessment reports for the Premises in Landlord's possession or control; Landlord's most recent survey and title insurance policy relating to the Premises; any governmental permits for the Premises and any other documentation in Landlord's possession relating to the Premises.

25. Brokerage Commission. Neither Landlord nor Tenant knows of any real estate brokers or agents who are or may be entitled to any commission or finder's fee in connection with this Lease. Each party hereto agrees to indemnify, defend and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, fees for legal counsel and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent.

26. Ownership of Solar Energy and Attributes; Tax Credits and Incentives. Landlord hereby acknowledges and agrees that Landlord shall have no ownership or other interest in (and Tenant is the sole and exclusive owner of) the solar farm and all related generation, transmission and interconnection facilities (the "**Energy Facilities**") installed on the Premises



27. Easements.

(a) Operations Easements. Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Land across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "Adjacent Property"), for the benefit of Tenant (collectively, the "Easements") which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

(i) An exclusive easement for electrical interconnection purposes;

(ii) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land.

(b) Recording. The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

(c) Landlord Easements. To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord

Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

(d) Tenant Easements. Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

28. Tenant's Access. Tenant, and Tenant's agents, guests, subtenants and designees shall have access to the Premises at all times during the Term. Neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises, except in the case of an emergency. Further, this Lease shall entitle Tenant, at Tenant's discretion, to install, use and maintain a permanent gravel commercial driveway within the Premises and a second temporary construction driveway within the Premises providing access to the Premises from adjoining roads in accordance with KY DOT standards.

29. Landlord's Access. Landlord hereby reserves for itself the right to access adjoining property owned by Landlord that would not have access to a public roadway otherwise over a twenty foot (20') wide path over the Premises in a location to be determined by Tenant (the "**Landlord Access**") subject to the terms of this Section 29. Tenant shall also have the right to use the Landlord Access for the benefit of the Premises. Landlord shall only use the Landlord Access for the benefit of Landlord's adjoining property as currently being used and such access shall only commence after 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). Notwithstanding anything to the contrary, Tenant may consent in writing, such consent not to be unreasonably withheld, to Landlord's use of the Landlord Access for specific tasks of limited duration prior to 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). Landlord shall not use the Landlord Access in any manner that interferes with Tenant's operations pursuant to this Lease or enjoyment of Tenant's rights granted under this Lease. Landlord shall promptly restore any damage caused by Landlord's use of the Landlord Access. Tenant shall install a gate on such Landlord Access. After Landlord's right to use the Landlord Access commences, Tenant shall provide Landlord a copy of any key to the gate, and Landlord may use the gate but shall keep such gate closed and locked at such times as Landlord is not using the Landlord Access. Additionally, Landlord shall be solely responsible, at Landlord's sole cost and expense, for the maintenance, repair, replacement, and improvement of the Landlord Access. Landlord shall perform all such maintenance, repair, replacement, and improvement in a good and workmanlike manner that minimizes interference with Tenant's operations pursuant to the Lease or Tenant's rights granted pursuant to the Lease. Tenant, at Tenant's sole cost and expense, may relocate the Landlord Access as desirable for the use of the

Premises so long as the relocation reasonably allows Landlord continued access to its adjoining property. .

30. Confidentiality. All information acquired by Landlord or any of its designated representatives (including by way of example, but not in limitation, the officers, directors, shareholders and employees of Landlord, and Landlord's consultants, counsel, lenders, and the officers, directors, shareholders and employees of each of them) with respect to Tenant, including, without limitation, with respect to the terms of this Lease (collectively, the "Confidential Information") shall be used solely for purposes of negotiating and fulfilling the terms of this Lease and for no other purpose whatsoever. All Confidential Information that is not published as public knowledge or that is not generally available in the public domain shall be kept in strict confidence by Landlord and shall not be disclosed to any individual or entity other than to those authorized representatives of Landlord who require any portion of the Confidential Information to assist Landlord in its negotiation and fulfillment of the terms of this Lease and who Landlord has bound to a confidentiality agreement requiring such party's compliance with the terms of this Section 29; provided, however, that Landlord shall have the right to disclose any such information if required by applicable law or as may be necessary in connection with any court action or proceeding with respect to this Lease. Tenant shall have all rights and remedies available to it at law and in equity, including, without limitation, injunctive relief or a suit for damages, in the event of Landlord's breach of this Section 29.

31. Amendment; Entire Agreement; Interpretation. This Lease may only be amended or modified by a written instrument signed by both Landlord and Tenant. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. This Lease shall create the relationship of landlord and tenant between the parties. Nothing herein shall be deemed to create any partnership, joint venture, or agency relationship between the parties. Neither party shall make any representation or statement (whether oral or written) to any person or entity inconsistent with this provision. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others. Time is of the essence of this Lease. This Lease shall not be binding (and not deemed an offer, reservation, or option to Lease) until executed by both Landlord and Tenant.

32. Execution by Landlord. Landlord and the undersigned person executing this Lease represent and warrant that the undersigned person executing this Lease on behalf of Landlord has due and proper authority to do so and to bind Landlord to this Lease and all terms, covenants and conditions thereof and that this Lease is a legal, valid, and binding obligation of Landlord enforceable in accordance with its terms.

33. Counterparts and Email/PDF. This Lease may be executed in counterpart or by emailing .pdf or other compressed digital files, or any combination of the foregoing. All counterparts together shall constitute one and the same Lease.

34. Estoppel. Within fifteen (15) business days after written request therefor by Tenant, Landlord agrees to deliver a certificate to Tenant, Tenant's lender (if applicable) and any proposed purchaser of the ownership interests of Tenant (if applicable), in a commercially reasonable form (subject to reasonable modification by any applicable purchaser or Tenant's lender) to Tenant's lender or to any proposed purchaser and/or to Tenant setting forth the terms of the Lease, the absence of default

thereunder, and such other reasonable terms requested by Tenant, lender or purchaser. In the event Landlord fails to respond within such fifteen (15) business day period, then, in addition to such failure constituting an event of default, all matters set forth in the estoppel certificate shall be deemed to be true, accurate and complete.

35. Leasehold Financing.

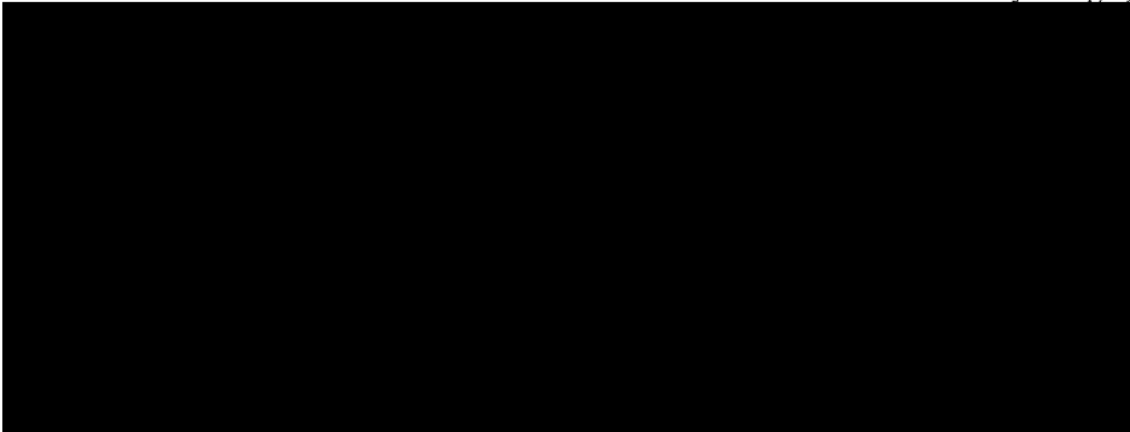
(a) Tenant, any successor or assignee of Tenant, or any holder of a sublease or license (each hereinafter sometimes referred to as an “**Obligor**”) may at any time mortgage, pledge, or encumber to any entity (herein, a “**Lender**”) all or any portion of the Obligor’s rights and interests under this Lease or such sublease or license, in each case without the consent of Landlord. For purposes of this Lease, each entity which now or hereafter is the recipient or beneficiary of any such mortgage, pledge, or encumbrance and whose lien or encumbrance is now or hereafter recorded in the official records of the County in which the Premises is located, shall be referred to in this Lease as a “**Lender**”.

(b) Tenant and Landlord expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in subsection (a) above, then notwithstanding any other provision of this Lease to the contrary:

(i) Landlord and Tenant will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of this Lease, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender, without such Lender’s consent.

(ii) Each Lender shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Lease by the Obligor that is party to such Lender’s mortgage, pledge or encumbrance, and any such action performed by such Lender shall be as effective to prevent or cure a default under this Lease and/or a forfeiture of any of such Obligor’s rights under this Lease as if done by such Obligor itself.

(iii) The right of a Lender to receive notices and to cure Obligor’s defaults pursuant to the provisions of this subsection (b) shall be available only to those Lenders which shall have notified Landlord in writing of their name and address, regardless of whether the specific provision in question expressly so states. No default which requires the giving of notice to Obligor shall be effective unless a like notice is given to all Lenders which have previously notified Landlord in writing of their name and address, and have expressly requested such notice. If Landlord shall become entitled to terminate this Lease due to an uncured default by Obligor,





[REDACTED] Upon the sale or other transfer by any Lender of its interest in the Lease or Premises, such Lender shall have no further duties or obligations hereunder. If there is a Subordination, Nondisturbance and Attornment Agreement (“SNDA”) entered into between Landlord and any Lender, in the case of any conflict between this Section 36 and such SNDA, the terms of the SNDA shall govern.

(iv) In case of the termination or rejection of this Lease as a result of any default hereunder or the bankruptcy, insolvency or appointment of a receiver in bankruptcy, Landlord shall provide prompt notice thereof to the Lenders which have previously notified Landlord in writing of their name and address, and have expressly requested such notice. Upon written request of the Lender that is the beneficiary of the first priority security interest in the Tenant’s interest under this Lease, made within forty (40) days after notice to such Lender of such rejection or termination, Landlord shall enter into a new lease agreement with such Lender, or its designee or assignee, within twenty (20) days after the receipt of such request. Such new lease agreement shall be effective as of the date of the termination or rejection of this Lease, upon the same terms, covenants, conditions and agreements as contained in this Lease for the remaining term of the original Lease before giving effect to such termination or rejection. Landlord shall have no rights to terminate such new lease based upon defaults occurring prior to the execution of the new lease. Landlord hereby agrees with and for the benefit of the Lenders that the provisions of this subsection shall survive termination, rejection or disaffirmation of the Lease, whether by default or as a result of the bankruptcy, insolvency or appointment of a receiver in bankruptcy and shall continue in full force and effect thereafter to the same extent as if this subsection were a separate and independent instrument. It is the intent of the parties hereto that any such new lease shall have the same priority as this Lease.

(c) There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including the Lenders) having an interest in the Lease or in the estate of Landlord and Tenant shall join in a written instrument effecting such merger and shall duly record the same.

(d) Landlord shall, at Tenant’s or a Lender’s request, but at no cost to Landlord, provide to Tenant and such Lender (i) confirmation that such Lender is a “Lender” for purposes of this Lease, (ii) a consent and estoppels acknowledging the Lender’s mortgage or other lien or encumbrance, confirming the continuing effectiveness of this Lease, identifying any modifications hereto and any breaches or defaults hereunder, and containing such other information and agreements as Tenant or such Lender may reasonably request, and (iii) such other certificates or affidavits as Tenant, such Lender or any title company selected by either Tenant or such Lender may reasonably request. Landlord shall duly execute and return same to Tenant and/or Lender within ten (10) days of Tenant’s or Lender’s request therefor. Should Landlord fail to timely execute and deliver the consent and estoppel, then Tenant and/or Lender may rely on the contents thereof and the consent and estoppel shall be conclusively binding upon Landlord.

36. Mineral Rights. Landlord hereby agrees that it will not take any action in connection with the extraction of subsurface minerals located below the Land that will interfere with Tenant’s use of the Land in connection with the terms and conditions of this Lease nor will it grant anyone any rights with respect to the subsurface minerals located below the Land that would allow them to take any action in

connection with the extraction of the same that would interfere with Tenant's use of the Land in connection with the terms and conditions of this Lease.

[REMAINDER OF PAGE BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease under seal as of the day and year first above written.

**LANDLORD:**

By: \_\_\_\_\_  
Name: Chapel Mestin  
Title: Owner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT:**

By: \_\_\_\_\_  
Name: JURGEN FETZ  
Title: MANAGER

**EXHIBIT A**

Premises



Chapel Mastin Jr.  
Parcel ID: 130-0000-012-00-000 173 Acres



**SOLAR GROUND LEASE AGREEMENT**

THIS SOLAR GROUND LEASE AGREEMENT (this "Lease") is made and entered into as of the 5<sup>th</sup> day of Jan, 2018 (the "Effective Date"), by and between Pamela McCauley White and Georgia B. McCauley (collectively, "Landlord") and Blue Moon Solar LLC, a Kentucky limited liability company ("Tenant").

**WITNESSETH:**

In consideration of [REDACTED] paid in hand from Tenant to Landlord [REDACTED] of full execution (the "Phase 1 Payment Date"), and the rent to be paid to Landlord by Tenant, as hereinafter provided, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, all or a portion of that certain with Parcel ID No. of 116-0000-012-01-000, containing approximately 45.4 acres, located at 2308 KY Hwy 36 E Cynthiana, KY 41031 and in substantially the location set forth on Exhibit A attached hereto and by this reference made a part hereof (the "Land"), and all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon (the Land, together with the above-described property, improvements and appurtenances are hereinafter collectively referred to as the "Premises"), to be occupied and used upon the terms and conditions herein set forth.

1. Term of Lease; Extension Terms; Termination Rights; Contingencies/Due Diligence.

(a) The term of this Lease (including any extensions or renewals, the "Term") shall commence on the Effective Date and shall end [REDACTED] after the Rent Commencement Date (as hereinafter defined) (the "Expiration Date"),

[REDACTED]

(b) If Tenant is not then in default under the terms of this Lease, [REDACTED]

[REDACTED]

(c) If Tenant is not then in default under the terms of this Lease, [REDACTED]

[REDACTED]

[REDACTED]

(d) Tenant's obligation to perform hereunder shall be subject to the satisfaction (or waiver) of the following contingencies (collectively the "Contingencies"):

(i) Tenant obtaining all necessary approvals from state, federal and local authorities required by Tenant to construct its proposed improvements and to operate the Premises for the Intended Use (as hereinafter defined),

(ii) Tenant's entering into power purchase agreement(s) and REC purchase agreement(s) for the proposed improvements and operations at the Premise to Tenant's satisfaction,

(iii) Tenant's review and approval of title and survey matters with respect to the Premises, the environmental condition of the Premises and the physical condition of the Land,

(iv) Tenant's receipt of the subordination, non-disturbance and recognition agreements contemplated in Section 21,

(v) Tenant deciding to lease the Premises in lieu of other sites being considered by Tenant prior to the Rent Commencement Date, and

(vi) Tenant's review and approval of any other matters that Tenant deems relevant to determining whether Tenant's leasing of the Premises is economically and otherwise feasible.

If Tenant is unable to satisfy the Contingencies to Tenant's satisfaction prior to the Rent Commencement Date, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, Tenant may terminate this Lease by giving written notice to Landlord prior to the Rent Commencement Date; provided however, that Tenant's right to terminate this Lease under this Section 1(d) shall expire upon Tenant's installation on the Premises of any permanent improvements or alterations.

In addition, if Tenant is unable to secure the participation of a sufficient number of neighboring landowners, Tenant shall have the right, in Tenant's sole discretion, to Terminate this Lease by giving written notice to Landlord.

As part of Tenant's due diligence, Tenant shall be entitled to conduct (at its expense) such testing of the Premises as Tenant shall determine necessary in its discretion, including without limitation, one or more environmental audits or assessments, and to physically inspect and review the Premises, which investigation shall be of such scope as Tenant determines.

Prior to the Rent Commencement Date, Tenant shall [REDACTED] obtain a survey of the Land (the "Survey") that shall show the boundary line of the Premises and otherwise be sufficient to constitute a legal subdivision of the Premises from Landlord's land of which the Premises is a part upon the recordation of the Survey in the appropriate office, if required. The Survey shall show what acreages are wooded or open. The delineation of the Premises on the Survey shall be deemed inserted as Exhibit B to this Lease, automatically replacing any previous Exhibit B.

As part of its inspections and performance of the Survey, Tenant may elect to reduce the Land subject to this Lease, for any reason or no reason, for all or part of the Premises by delivering written notice to Landlord at any time and for any reason. Landlord agrees that Tenant may terminate pursuant to the foregoing a portion of the Premises ("**Released Premises**") so long as: [REDACTED]

[REDACTED] The portion of the Premises remaining after any partial termination of this Lease shall thereafter be the "**Premises**" for purposes of this Lease. [REDACTED]

[REDACTED] In the event that Tenant elects such partial termination, the Survey (reflecting such termination) shall be incorporated into Exhibit A as if fully set forth therein without amendment to this Lease, and that for purposes of determining the amount of rent payable hereunder, the size of the Premises and the delineation of acreage [REDACTED] as shown on the Survey shall be binding on the parties hereto. Any such Released Premises shall automatically be removed from the "**Premises**" and the "**Land**" as those terms are defined and used in this Lease.

[REDACTED]

2. Rent; Rent Escalation; Rent Commencement Date.

(a) Beginning on the Rent Commencement Date, annual rent [REDACTED]

[REDACTED]

(b) [REDACTED]

[REDACTED]

(c) [REDACTED]

[REDACTED]

(d) [REDACTED]

[REDACTED]

(e) [REDACTED]

[REDACTED]

[Redacted]

(f)

[Redacted]

(g)

[Redacted]

(h)

[Redacted]

3.

[Redacted]



4. Utilities. During the Term, Tenant shall pay for all public utilities used in or at the Premises by Tenant.

5. Alterations. Tenant shall install a fence around the perimeter of the Premises at least six (6) feet high and no more than eight (8) feet high and vegetative screening between the solar farm and streets or neighboring residential areas along with adequate security devices and signage appropriate to a solar farm where electricity is generated, and Tenant shall be solely responsible for the maintenance in good order of such fence, security devices and signage throughout the Term. Tenant may, at its expense, make any other alterations, additions, improvements and changes (including, without limitation, removal of existing improvements and fixtures and trees and plants) to the Premises as it may deem necessary or desirable in connection with its Intended Use of the Premises, without the consent of Landlord. Such alterations, improvements, and changes may, in Tenant's sole discretion, include the cutting, removal, and sale of any timber or trees, including, without limitation, any remaining stumps, on the Premises;

Any and all such alterations, additions, improvements or changes conducted by Tenant shall be done in compliance with applicable laws. Landlord agrees to sign any permit applications, to the extent required by law, and to take all such other actions as are reasonably required to allow Tenant to accomplish any such alterations, additions, improvements and changes to the Premises.

6. Use and Occupancy. 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 (the "Intended Use") and for no other use without the written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant agrees that no unlawful use of the Premises will be made. Landlord shall deliver sole and exclusive possession of the Premises to Tenant on the Effective Date.

7. Insurance.

(a) Tenant shall, after its improvements are completed, keep such improvements insured against loss or damage by fire, windstorm, earthquake and similar hazards in commercially reasonable amounts determined by Tenant.

(b) Beginning on the Effective Date, Tenant, at its sole cost and expense, shall keep or cause to be kept Commercial General Liability Insurance (1986 ISO Form or its equivalent) with a combined single limit of at least [REDACTED] each Occurrence and at least [REDACTED] in the aggregate-per location, which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises.

(c) [REDACTED]

8. Taxes.

9. Fire or Other Casualty. In the event that the Premises, the improvements thereon, or any portions thereof, are damaged by fire or other casualty during the Term, and if in Tenant's sole judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Premises or the improvements thereon, as the case may be,

10. Condemnation.

(a) In the event that the whole of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, or such portion thereof that, in Tenant's judgment, the remainder of the Premises is not suitable for Tenant's purposes (herein called a "Total Taking"), then

(b) In the event that a portion or portions of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, and such taking does not constitute a Total Taking (herein called a "Partial Taking"), then this Lease,

(c)

Tenant shall have the right to participate,

at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings; provided, however, Tenant shall not enter into any binding agreement or settlement without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord agrees to cooperate with Tenant and to execute such documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings.


11. Maintenance and Repairs. During the Term, Tenant shall be responsible, at its sole cost and expense, for the repair and maintenance of the Premises.

12. Default.



13. Termination of Lease. Following the expiration or termination of this Lease as hereinabove provided, or pursuant to statute, or by summary proceedings or otherwise, Tenant shall restore the Land (and any other land of Landlord impacted by Tenant's use of the Premises) to substantially its condition as of the Effective Date using prudent engineering practices where applicable, including, without limitation, the removal of all improvements and alterations to the Land or Premises (including, without limitation, all fencing, roads, solar panels and mounting, and other improvements or alterations) and any electrical or communication or other utility poles, lines and connections (unless such lines and connections are used in connection with other property owned by Landlord and Landlord elects to allow such lines and connections to remain); provided, however, that Tenant shall not be obligated to regrade the Land or any other property, replant any crops or plants, replace any improvements that were removed by Tenant, or remove any improvements (including trees and plants) that were added by Tenant prior to the construction of the solar farm as provided for in Section 5 hereof. The removal and restoration shall be completed in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord.

Tenant may, in its discretion, determine the length of such period following the expiration or termination up to a period of twelve (12) months and shall provide Landlord with written notice of such length prior to the date that is thirty (30) days after such expiration or termination. Tenant shall pay Landlord rent for the period beyond the expiration or termination in an amount equal to the annual rent due and payable for the year immediately prior to such expiration or termination prorated based on the actual number of days in such extension divided by three hundred sixty-five (365). Tenant shall have all rights granted to Tenant under this Lease during the period of such extension, including, without limitation, the right to access the Premises for the purposes of complying with this Section 13. This Section 13 shall survive the expiration or termination of this Lease.

14. Possession After Expiration or Termination. If Tenant fails to vacate and surrender the possession of the Premises at the expiration or termination of this Lease (with all removal and restoration requirements contained in Section 13 completed), Landlord shall be entitled 

[REDACTED]

15. Binding Effect; Assignment and Subletting. This Lease shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns. Tenant may assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, without Landlord's prior consent but with contemporaneous notice of such assignment.

16. Indemnifications.

(a) [REDACTED]

(b) [REDACTED]

17. Quiet Enjoyment. Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of this Lease (beyond any applicable notice and cure periods), it will defend the right of possession to the Premises in Tenant against all parties whomsoever for the entire Term, and that Tenant shall have peaceable and quiet possession of the Premises during the Term without hindrance or molestation.

18. Waiver. The waiver by any party of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant or agreement herein contained.

19. Notices. All notices, elections, demands, requests, payments and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts, addressed to:

To Landlord: Pamela McCauley White



To Tenant: Blue Moon Solar LLC  
7804-C Fairview Rd #257  
Charlotte, NC 28226  
Attention: Juergen Fehr

And to: Kilpatrick Townsend & Stockton LLP  
4208 Six Forks Road, Suite 1400  
Raleigh, North Carolina 27609  
Attn: John Livingston

or at such other address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given.

20. Memorandum of Lease. Landlord and Tenant agree that this entire Lease shall not be recorded. However, contemporaneously with the full execution of this Lease, Landlord and Tenant shall execute and record (to be recorded at Tenant's expense) a memorandum of this Lease, specifying the Effective Date, the Expiration Date, the Extension Terms granted herein, and such other provisions hereof as the parties may mutually agree to incorporate therein, which memorandum of lease shall be in form sufficient to publish notice and protect the validity of this Lease and Tenant's rights hereunder. The memorandum of lease shall be recorded in the Public Registry in the County in which the Land is located.

21. SNDA. No later than the Rent Commencement Date, Landlord shall provide to Tenant a subordination, non-disturbance, and attornment agreement from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Land or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Tenant's rights under this Lease in form and substance acceptable to Tenant. With respect to any future beneficiary of a mortgage or deed of trust, Landlord shall request of such beneficiary a subordination, non-disturbance, and attornment agreement in such form as is acceptable to Tenant for the benefit of Tenant.

22. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

23. Invalidity of Particular Provisions. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

24. Landlord's Warranties and Representations. Landlord hereby agrees with, and warrants and represents to Tenant as follows:

(a) Landlord is the owner of the Premises with full right and authority to execute this Lease and to lease the Premises to Tenant in accordance with the terms hereof;

(b) the Premises are free from environmental contamination of any sort and complies with any and all applicable laws, rules, regulations and recorded documents;

(c) Landlord has not received any notice of condemnation, zoning change or legal noncompliance relating to the Premises;

(d) Landlord will not institute or consent to any rezoning of the Premises during the Term (other than rezonings requested by Tenant);

(e) Landlord shall not further encumber the title to the Premises during the Term, unless the encumbrance is unconditionally subordinate to this Lease;

(f) Landlord acknowledges and agrees that access to sunlight is essential to the value to Tenant of the rights granted hereunder and is a material inducement to Tenant in entering into this Lease. Accordingly, Landlord shall not cause or, to the extent within Landlord's control, permit any property then owned or controlled by Landlord in the vicinity of the Premises, or any uses or improvements thereon, to impair Tenant's Intended Use of the Premises (for example, and without limiting the generality of the foregoing, Landlord shall not cause or permit any cell towers, water towers, billboards, silos or any other structures to be placed or constructed thereon that may obstruct the sunlight that otherwise would reach the solar panels located on the Premises, or that may cast shade or shadows upon the solar panels located on the Premises or any portion thereof). If Landlord becomes aware of any potential activity on any adjacent or nearby parcel of land that could diminish the access to sunlight at the Facilities, Landlord shall use its best efforts (i) to timely advise Tenant of such information and (ii) with respect to any adjacent or nearby parcel of land then owned or controlled by the Landlord, to reasonably cooperate with Tenant in taking measures to preserve the levels of sunlight at the Facilities that existed as of the date of this Lease.

(g) the Land is free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants;

(h) Landlord has not and, to the best of Landlord's knowledge, its predecessors in title and Landlord's tenants have not used, manufactured, stored or released hazardous substances on, in or under the Land other than the application of certain materials in the ordinary course of farming the Premises and adjoining property (such as pesticides, herbicides, fertilizer, and other agricultural material).

(i) there are no service or maintenance contracts affecting the Premises for which Tenant may be obligated or liable for;

(j) there are no delinquent or outstanding assessments, liens or other impositions levied or assessed against the Premises;

(k) except for this Lease, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Land, whether written or oral, recorded or unrecorded;


(l) Landlord is not in the hands of a receiver nor is an application for such a receiver pending;

(m) Landlord has made no assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; and

(n) Within five (5) days after the full execution of this Lease, Landlord shall provide copies of the following to Tenant: any notices of any statute or code violation pertaining to the Premises; all "Phase I" and other environmental assessment reports for the Premises in Landlord's possession or control; Landlord's most recent survey and title insurance policy relating to the Premises; any governmental permits for the Premises and any other documentation in Landlord's possession relating to the Premises.

25. Brokerage Commission. Neither Landlord nor Tenant knows of any real estate brokers or agents who are or may be entitled to any commission or finder's fee in connection with this Lease. Each party hereto agrees to indemnify, defend and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, fees for legal counsel and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent.

26. Ownership of Solar Energy and Attributes; Tax Credits and Incentives. Landlord hereby acknowledges and agrees that Landlord shall have no ownership or other interest in (and Tenant is the sole and exclusive owner of) the solar farm and all related generation, transmission and interconnection facilities (the "Energy Facilities") installed on the Premises



27. Easements.

(a) Operations Easements. Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Land across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "Adjacent Property"), for the benefit of Tenant (collectively, the "Easements") which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

(i) An exclusive easement for electrical interconnection purposes;

(ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;

(iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from lands adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time;

(iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; and (C) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the

foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(v) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).

(b) Recording. The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

(c) Landlord Easements. To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

(d) Tenant Easements. Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

28. Tenant's Access. Tenant, and Tenant's agents, guests, subtenants and designees shall have access to the Premises at all times during the Term. Neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises, except in the case of an emergency. Further, this Lease shall entitle Tenant, at Tenant's discretion, to install, use and maintain a permanent gravel commercial driveway within the Premises and a second temporary construction driveway within the Premises providing access to the Premises from adjoining roads in accordance with KY DOT standards.

29. Landlord's Access. Section Deleted

30. Confidentiality. All information acquired by Landlord or any of its designated representatives (including by way of example, but not in limitation, the officers, directors, shareholders and employees of Landlord, and Landlord's consultants, counsel, lenders, and the officers, directors, shareholders and employees of each of them) with respect to Tenant, including, without limitation, with respect to the terms of this Lease (collectively, the "Confidential Information") shall be used solely for



purposes of negotiating and fulfilling the terms of this Lease and for no other purpose whatsoever. All Confidential Information that is not published as public knowledge or that is not generally available in the public domain shall be kept in strict confidence by Landlord and shall not be disclosed to any individual or entity other than to those authorized representatives of Landlord who require any portion of the Confidential Information to assist Landlord in its negotiation and fulfillment of the terms of this Lease and who Landlord has bound to a confidentiality agreement requiring such party's compliance with the terms of this Section 29; provided, however, that Landlord shall have the right to disclose any such information if required by applicable law or as may be necessary in connection with any court action or proceeding with respect to this Lease. Tenant shall have all rights and remedies available to it at law and in equity, including, without limitation, injunctive relief or a suit for damages, in the event of Landlord's breach of this Section 29.

31. Amendment; Entire Agreement; Interpretation. This Lease may only be amended or modified by a written instrument signed by both Landlord and Tenant. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. This Lease shall create the relationship of landlord and tenant between the parties. Nothing herein shall be deemed to create any partnership, joint venture, or agency relationship between the parties. Neither party shall make any representation or statement (whether oral or written) to any person or entity inconsistent with this provision. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others. Time is of the essence of this Lease. This Lease shall not be binding (and not deemed an offer, reservation, or option to Lease) until executed by both Landlord and Tenant.

32. Execution by Landlord. Landlord and the undersigned person executing this Lease represent and warrant that the undersigned person executing this Lease on behalf of Landlord has due and proper authority to do so and to bind Landlord to this Lease and all terms, covenants and conditions thereof and that this Lease is a legal, valid, and binding obligation of Landlord enforceable in accordance with its terms.

33. Counterparts and Email/PDF. This Lease may be executed in counterpart or by emailing .pdf or other compressed digital files, or any combination of the foregoing. All counterparts together shall constitute one and the same Lease.

34. Estoppel. Within fifteen (15) business days after written request therefor by Tenant, Landlord agrees to deliver a certificate to Tenant, Tenant's lender (if applicable) and any proposed purchaser of the ownership interests of Tenant (if applicable), in a commercially reasonable form (subject to reasonable modification by any applicable purchaser or Tenant's lender) to Tenant's lender or to any proposed purchaser and/or to Tenant setting forth the terms of the Lease, the absence of default thereunder, and such other reasonable terms requested by Tenant, lender or purchaser. In the event Landlord fails to respond within such fifteen (15) business day period, then, in addition to such failure constituting an event of default, all matters set forth in the estoppel certificate shall be deemed to be true, accurate and complete.

35. Leasehold Financing.

(a) Tenant, any successor or assignee of Tenant, or any holder of a sublease or license (each hereinafter sometimes referred to as an “**Obligor**”) may at any time mortgage, pledge, or encumber to any entity (herein, a “**Lender**”) all or any portion of the Obligor’s rights and interests under this Lease or such sublease or license, in each case without the consent of Landlord. For purposes of this Lease, each entity which now or hereafter is the recipient or beneficiary of any such mortgage, pledge, or encumbrance and whose lien or encumbrance is now or hereafter recorded in the official records of the County in which the Premises is located, shall be referred to in this Lease as a “**Lender**”.

(b) Tenant and Landlord expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in subsection (a) above, then notwithstanding any other provision of this Lease to the contrary:

(i) Landlord and Tenant will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of this Lease, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender, without such Lender’s consent.

(ii) Each Lender shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Lease by the Obligor that is party to such Lender’s mortgage, pledge or encumbrance, and any such action performed by such Lender shall be as effective to prevent or cure a default under this Lease and/or a forfeiture of any of such Obligor’s rights under this Lease as if done by such Obligor itself.

(iii) The right of a Lender to receive notices and to cure Obligor’s defaults pursuant to the provisions of this subsection (b) shall be available only to those Lenders which shall have notified Landlord in writing of their name and address, regardless of whether the specific provision in question expressly so states. No default which requires the giving of notice to Obligor shall be effective unless a like notice is given to all Lenders which have previously notified Landlord in writing of their name and address, and have expressly requested such notice. If Landlord shall become entitled to terminate this Lease due to an uncured default by Obligor,



Upon the sale or other transfer by any Lender of its interest in the Lease or Premises, such Lender shall have no further duties or obligations hereunder. If there is a Subordination, Nondisturbance and Attornment Agreement (“**SNDA**”) entered into between Landlord and any Lender, in the case of any conflict between this Section 36 and such SNDA, the terms of the SNDA shall govern.

(iv) In case of the termination or rejection of this Lease as a result of any default hereunder or the bankruptcy, insolvency or appointment of a receiver in bankruptcy, Landlord shall provide prompt notice thereof to the Lenders which have previously notified Landlord in writing of their name and address, and have expressly requested such notice. Upon written request of the Lender that is the beneficiary of the first priority security interest in the Tenant's interest under this Lease, made within forty (40) days after notice to such Lender of such rejection or termination, Landlord shall enter into a new lease agreement with such Lender, or its designee or assignee, within twenty (20) days after the receipt of such request. Such new lease agreement shall be effective as of the date of the termination or rejection of this Lease, upon the same terms, covenants, conditions and agreements as contained in this Lease for the remaining term of the original Lease before giving effect to such termination or rejection. Landlord shall have no rights to terminate such new lease based upon defaults occurring prior to the execution of the new lease. Landlord hereby agrees with and for the benefit of the Lenders that the provisions of this subsection shall survive termination, rejection or disaffirmation of the Lease, whether by default or as a result of the bankruptcy, insolvency or appointment of a receiver in bankruptcy and shall continue in full force and effect thereafter to the same extent as if this subsection were a separate and independent instrument. It is the intent of the parties hereto that any such new lease shall have the same priority as this Lease.

(c) There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including the Lenders) having an interest in the Lease or in the estate of Landlord and Tenant shall join in a written instrument effecting such merger and shall duly record the same.

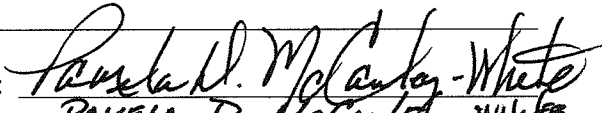
(d) Landlord shall, at Tenant's or a Lender's request, but at no cost to Landlord, provide to Tenant and such Lender (i) confirmation that such Lender is a "**Lender**" for purposes of this Lease, (ii) a consent and estoppels acknowledging the Lender's mortgage or other lien or encumbrance, confirming the continuing effectiveness of this Lease, identifying any modifications hereto and any breaches or defaults hereunder, and containing such other information and agreements as Tenant or such Lender may reasonably request, and (iii) such other certificates or affidavits as Tenant, such Lender or any title company selected by either Tenant or such Lender may reasonably request. Landlord shall duly execute and return same to Tenant and/or Lender within ten (10) days of Tenant's or Lender's request therefor. Should Landlord fail to timely execute and deliver the consent and estoppel, then Tenant and/or Lender may rely on the contents thereof and the consent and estoppel shall be conclusively binding upon Landlord.

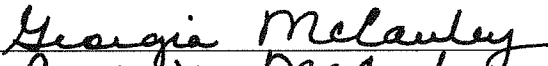
36. Mineral Rights. Landlord hereby agrees that it will not take any action in connection with the extraction of subsurface minerals located below the Land that will interfere with Tenant's use of the Land in connection with the terms and conditions of this Lease nor will it grant anyone any rights with respect to the subsurface minerals located below the Land that would allow them to take any action in connection with the extraction of the same that would interfere with Tenant's use of the Land in connection with the terms and conditions of this Lease.


[REMAINDER OF PAGE BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease under seal as of the day and year first above written.

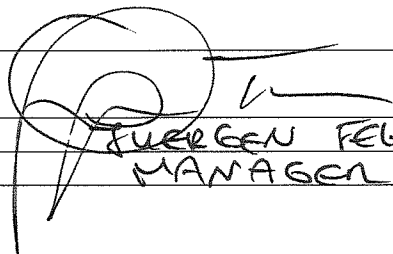
**LANDLORD:**

By:   
Name: PAMELA D. McCAULEY-WHITE  
Title: OWNER

By:   
Name: Georgia McCauley  
Title: OWNER

By:   
Name: William T. White  
Title: OWNER

**TENANT:**

By:   
Name: JURGEN FELTN  
Title: MANAGER

**EXHIBIT A**

Premises



Pamela McCauley White  
Parcel ID: 116-0000-012-01-000 45.4 Acres  
2308 KY Hwy 36 E

**SOLAR GROUND LEASE AGREEMENT**

**THIS SOLAR GROUND LEASE AGREEMENT** (this "Lease") is made and entered into as of the 22nd day of Jan, 2018 (the "Effective Date"), by and between James O. McKee and wife Shirley H. McKee (collectively, "Landlord") and Blue Moon Solar LLC, a Kentucky limited liability company ("Tenant").

**WITNESSETH:**

In consideration of [REDACTED] paid in hand from Tenant to Landlord [REDACTED] of full execution (the "Phase 1 Payment Date"), and the rent to be paid to Landlord by Tenant, as hereinafter provided, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, a portion approximately 82 acres of that certain property with Parcel ID No. of 117-0000-022-00-000, containing approximately 140 acres, located at 2871 Old Lair Road Cynthiana, KY 41031 and in substantially the location set forth on Exhibit A attached hereto and by this reference made a part hereof (the "Land"), and all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon (the portion of the Land delineated in the Survey and shown on Exhibit B attached hereto and by this reference made a part hereof, together with the above-described property, improvements and appurtenances are hereinafter collectively referred to as the "Premises"), to be occupied and used upon the terms and conditions herein set forth.

1. Term of Lease; Extension Terms; Termination Rights; Contingencies/Due Diligence.

(a) The term of this Lease (including any extensions or renewals, the "Term") shall commence on the Effective Date and shall end [REDACTED] after the Rent Commencement Date (as hereinafter defined) (the "Expiration Date"), [REDACTED]

(b) If Tenant is not then in default under the terms of this Lease, [REDACTED]

(c) If Tenant is not then in default under the terms of this Lease, [REDACTED]

[REDACTED]

(d) Tenant's obligation to perform hereunder shall be subject to the satisfaction (or waiver) of the following contingencies (collectively the "Contingencies"):

(i) Tenant obtaining all necessary approvals from state, federal and local authorities required by Tenant to construct its proposed improvements and to operate the Premises for the Intended Use (as hereinafter defined),

(ii) Tenant's entering into power purchase agreement(s) and REC purchase agreement(s) for the proposed improvements and operations at the Premise to Tenant's satisfaction,

(iii) Tenant's review and approval of title and survey matters with respect to the Premises, the environmental condition of the Premises and the physical condition of the Land,

(iv) Tenant's receipt of the subordination, non-disturbance and recognition agreements contemplated in Section 21,

(v) Tenant deciding to lease the Premises in lieu of other sites being considered by Tenant prior to the Rent Commencement Date, and

(vi) Tenant's review and approval of any other matters that Tenant deems relevant to determining whether Tenant's leasing of the Premises is economically and otherwise feasible.

If Tenant is unable to satisfy the Contingencies to Tenant's satisfaction prior to the Rent Commencement Date, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, Tenant may terminate this Lease by giving written notice to Landlord prior to the Rent Commencement Date; provided however, that Tenant's right to terminate this Lease under this Section 1(d) shall expire upon Tenant's installation on the Premises of any permanent improvements or alterations.

In addition, if Tenant is unable to secure the participation of a sufficient number of neighboring landowners, Tenant shall have the right, in Tennat's sole discretion, to Terminate this Lease by giving written notice to Landlord.

As part of Tenant's due diligence, Tenant shall be entitled to conduct (at its expense) such testing of the Premises as Tenant shall determine necessary in its discretion, including without limitation, one or more environmental audits or assessments, and to physically inspect and review the Premises, which investigation shall be of such scope as Tenant determines.

Prior to the Rent Commencement Date, Tenant shall [REDACTED] obtain a survey of the Land (the "Survey") that shall show the boundary line of the Premises and otherwise be sufficient to constitute a legal subdivision of the Premises from Landlord's land of which the Premises is a part upon the recordation of the Survey in the appropriate office, if required. The Survey shall show what acreages are wooded or open. The delineation of the Premises on the Survey shall be deemed inserted as Exhibit B to this Lease, automatically replacing any previous Exhibit B.

As part of its inspections and performance of the Survey, Tenant may elect to reduce the Land subject to this Lease, for any reason or no reason, for all or part of the Premises by delivering written notice to Landlord at any time and for any reason. Landlord agrees that Tenant may terminate pursuant to the foregoing a portion of the Premises ("**Released Premises**") so long as:

[REDACTED] The portion of the Premises remaining after any partial termination of this Lease shall thereafter be the "**Premises**" for purposes of this Lease.

[REDACTED] In the event that Tenant elects such partial termination, the Survey (reflecting such termination) shall be incorporated into Exhibit A as if fully set forth therein without amendment to this Lease, and that for purposes of determining the amount of rent payable hereunder, the size of the Premises and the delineation of acreage [REDACTED] as shown on the Survey shall be binding on the parties hereto. Any such Released Premises shall automatically be removed from the "**Premises**" and the "**Land**" as those terms are defined and used in this Lease.

[REDACTED]

2. Rent; Rent Escalation; Rent Commencement Date.

(a) Beginning on the Rent Commencement Date, annual rent [REDACTED]

[REDACTED]

(b) [REDACTED]

[REDACTED]

(c) [REDACTED]

[REDACTED]

(d) [REDACTED]

[REDACTED]

(e) [REDACTED]

[REDACTED]



[Redacted]

(f)

[Redacted]

(g)

[Redacted]

(h)

[Redacted]

3.

[Redacted]

4. Utilities. During the Term, Tenant shall pay for all public utilities used in or at the Premises by Tenant.

5. Alterations. Tenant shall install a fence around the perimeter of the Premises at least six (6) feet high and no more than eight (8) feet high and vegetative screening between the solar farm and streets or neighboring residential areas along with adequate security devices and signage appropriate to a solar farm where electricity is generated, and Tenant shall be solely responsible for the maintenance in good order of such fence, security devices and signage throughout the Term. Tenant may, at its expense, make any other alterations, additions, improvements and changes (including, without limitation, removal of existing improvements and fixtures and trees and plants) to the Premises as it may deem necessary or desirable in connection with its Intended Use of the Premises, without the consent of Landlord. Such alterations, improvements, and changes may, in Tenant's sole discretion, include the cutting, removal, and sale of any timber or trees, including, without limitation, any remaining stumps, on the Premises;

Any and all such alterations, additions, improvements or changes conducted by Tenant shall be done in compliance with applicable laws. Landlord agrees to sign any permit applications, to the extent required by law, and to take all such other actions as are reasonably required to allow Tenant to accomplish any such alterations, additions, improvements and changes to the Premises.

6. Use and Occupancy. 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 (the "Intended Use") and for no other use without the written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant agrees that no unlawful use of the Premises will be made. Landlord shall deliver sole and exclusive possession of the Premises to Tenant on the Effective Date.

7. Insurance.

(a) Tenant shall, after its improvements are completed, keep such improvements insured against loss or damage by fire, windstorm, earthquake and similar hazards in commercially reasonable amounts determined by Tenant.

(b) Beginning on the Effective Date, Tenant, at its sole cost and expense, shall keep or cause to be kept Commercial General Liability Insurance (1986 ISO Form or its equivalent) with a combined single limit of at least [REDACTED] each Occurrence and at least [REDACTED] in the aggregate-per location, which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises.

(c) [REDACTED]

8. Taxes.

[REDACTED]

9. Fire or Other Casualty. In the event that the Premises, the improvements thereon, or any portions thereof, are damaged by fire or other casualty during the Term, and if in Tenant's sole judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Premises or the improvements thereon, as the case may be,

[REDACTED]

10. Condemnation.

(a) In the event that the whole of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, or such portion thereof that, in Tenant's judgment, the remainder of the Premises is not suitable for Tenant's purposes (herein called a "Total Taking"), then

[REDACTED]

(b) In the event that a portion or portions of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, and such taking does not constitute a Total Taking (herein called a "Partial Taking"), then this Lease,

[REDACTED]

(c)

[REDACTED]

Tenant shall have the right to participate,

at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings; provided, however, Tenant shall not enter into any binding agreement or settlement without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord agrees to cooperate with Tenant and to execute such documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings.

11. Maintenance and Repairs. During the Term, Tenant shall be responsible, at its sole cost and expense, for the repair and maintenance of the Premises.

12. Default. [REDACTED]

13. Termination of Lease. Following the expiration or termination of this Lease as hereinabove provided, or pursuant to statute, or by summary proceedings or otherwise, Tenant shall restore the Land (and any other land of Landlord impacted by Tenant's use of the Premises) to substantially its condition as of the Effective Date using prudent engineering practices where applicable, including, without limitation, the removal of all improvements and alterations to the Land or Premises (including, without limitation, all fencing, roads, solar panels and mounting, and other improvements or alterations) and any electrical or communication or other utility poles, lines and connections (unless such lines and connections are used in connection with other property owned by Landlord and Landlord elects to allow such lines and connections to remain); provided, however, that Tenant shall not be obligated to regrade the Land or any other property, replant any crops or plants, replace any improvements that were removed by Tenant, or remove any improvements (including trees and plants) that were added by Tenant prior to the construction of the solar farm as provided for in Section 5 hereof. The removal and restoration shall be completed in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord.

Tenant may, in its discretion, determine the length of such period following the expiration or termination up to a period of twelve (12) months and shall provide Landlord with written notice of such length prior to the date that is thirty (30) days after such expiration or termination. Tenant shall pay Landlord rent for the period beyond the expiration or termination in an amount equal to the annual rent due and payable for the year immediately prior to such expiration or termination prorated based on the actual number of days in such extension divided by three hundred sixty-five (365). Tenant shall have all rights granted to Tenant under this Lease during the period of such extension, including, without limitation, the right to access the Premises for the purposes of complying with this Section 13. This Section 13 shall survive the expiration or termination of this Lease.

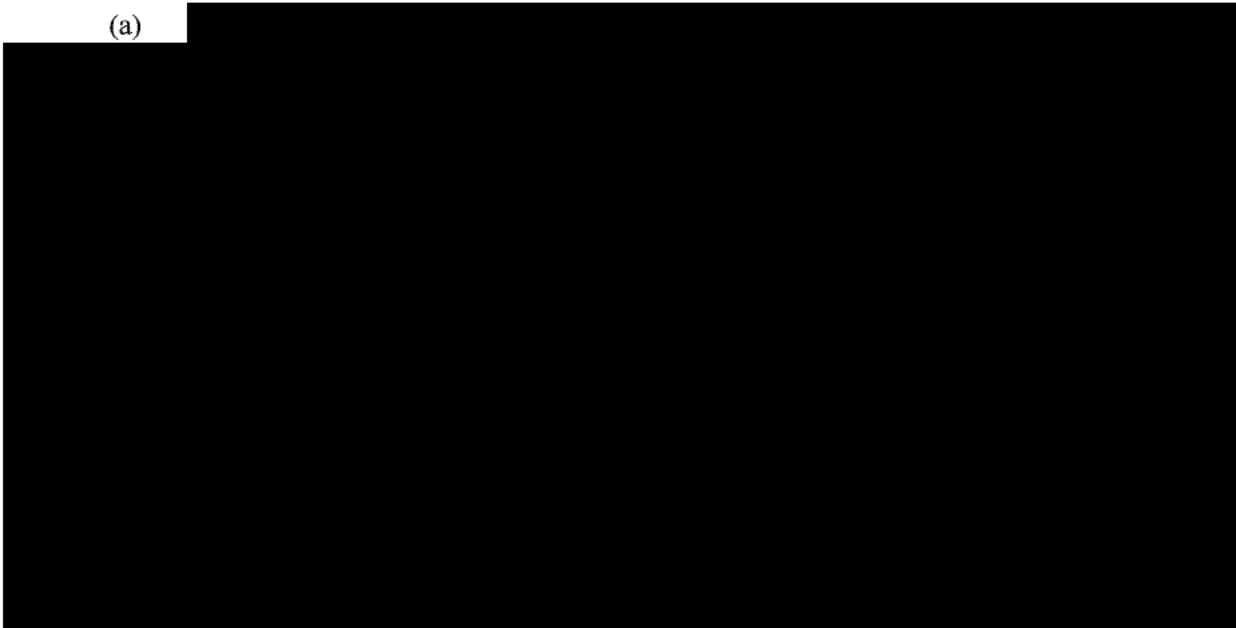
14. Possession After Expiration or Termination. If Tenant fails to vacate and surrender the possession of the Premises at the expiration or termination of this Lease (with all removal and restoration requirements contained in Section 13 completed), Landlord shall be entitled [REDACTED]



15. Binding Effect; Assignment and Subletting. This Lease shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns. Tenant may assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, without Landlord's prior consent but with contemporaneous notice of such assignment.

16. Indemnifications.

(a)



(b)



17. Quiet Enjoyment. Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of this Lease (beyond any applicable notice and cure periods), it will defend the right of possession to the Premises in Tenant against all parties whomsoever for the entire Term, and that Tenant shall have peaceable and quiet possession of the Premises during the Term without hindrance or molestation.

18. Waiver. The waiver by any party of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant or agreement herein contained.

19. Notices. All notices, elections, demands, requests, payments and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts, addressed to:

To Landlord: James O. McKee and Shirley H. McKee



To Tenant: Blue Moon Solar LLC  
7804-C Fairview Rd #257  
Charlotte, NC 28226  
Attention: Juergen Fehr

And to: Kilpatrick Townsend & Stockton LLP  
4208 Six Forks Road, Suite 1400  
Raleigh, North Carolina 27609  
Attn: John Livingston

or at such other address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given.

20. Memorandum of Lease. Landlord and Tenant agree that this entire Lease shall not be recorded. However, contemporaneously with the full execution of this Lease, Landlord and Tenant shall execute and record (to be recorded at Tenant's expense) a memorandum of this Lease, specifying the Effective Date, the Expiration Date, the Extension Terms granted herein, and such other provisions hereof as the parties may mutually agree to incorporate therein, which memorandum of lease shall be in form sufficient to publish notice and protect the validity of this Lease and Tenant's rights hereunder. The memorandum of lease shall be recorded in the Public Registry in the County in which the Land is located.

21. SNDA. No later than the Rent Commencement Date, Landlord shall provide to Tenant a subordination, non-disturbance, and attornment agreement from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Land or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Tenant's rights under this Lease in form and substance acceptable to Tenant. With respect to any future beneficiary of a mortgage or deed of trust, Landlord shall request of such beneficiary a subordination, non-disturbance, and attornment agreement in such form as is acceptable to Tenant for the benefit of Tenant.

22. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

23. Invalidity of Particular Provisions. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

24. Landlord's Warranties and Representations. Landlord hereby agrees with, and warrants and represents to Tenant as follows:

(a) Landlord is the owner of the Premises with full right and authority to execute this Lease and to lease the Premises to Tenant in accordance with the terms hereof;

(b) the Premises are free from environmental contamination of any sort and complies with any and all applicable laws, rules, regulations and recorded documents;

(c) Landlord has not received any notice of condemnation, zoning change or legal noncompliance relating to the Premises;

(d) Landlord will not institute or consent to any rezoning of the Premises during the Term (other than rezonings requested by Tenant);

(e) Landlord shall not further encumber the title to the Premises during the Term;

(f) Landlord acknowledges and agrees that access to sunlight is essential to the value to Tenant of the rights granted hereunder and is a material inducement to Tenant in entering into this Lease. Accordingly, Landlord shall not cause or, to the extent within Landlord's control, permit any property then owned or controlled by Landlord in the vicinity of the Premises, or any uses or improvements thereon, to impair Tenant's Intended Use of the Premises (for example, and without limiting the generality of the foregoing, Landlord shall not cause or permit any cell towers, water towers, billboards, silos or any other structures to be placed or constructed thereon that may obstruct the sunlight that otherwise would reach the solar panels located on the Premises, or that may cast shade or shadows upon the solar panels located on the Premises or any portion thereof). If Landlord becomes aware of any potential activity on any adjacent or nearby parcel of land that could diminish the access to sunlight at the Facilities, Landlord shall use its best efforts (i) to timely advise Tenant of such information and (ii) with respect to any adjacent or nearby parcel of land then owned or controlled by the Landlord, to reasonably cooperate with Tenant in taking measures to preserve the levels of sunlight at the Facilities that existed as of the date of this Lease.

(g) the Land is free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants;

(h) Landlord has not and, to the best of Landlord's knowledge, its predecessors in title and Landlord's tenants have not used, manufactured, stored or released hazardous substances on, in or under the Land other than the application of certain materials in the ordinary course of farming the Premises and adjoining property (such as pesticides, herbicides, fertilizer, and other agricultural material).

(i) there are no service or maintenance contracts affecting the Premises for which Tenant may be obligated or liable for;

(j) there are no delinquent or outstanding assessments, liens or other impositions levied or assessed against the Premises;

(k) except for this Lease, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Land, whether written or oral, recorded or unrecorded;

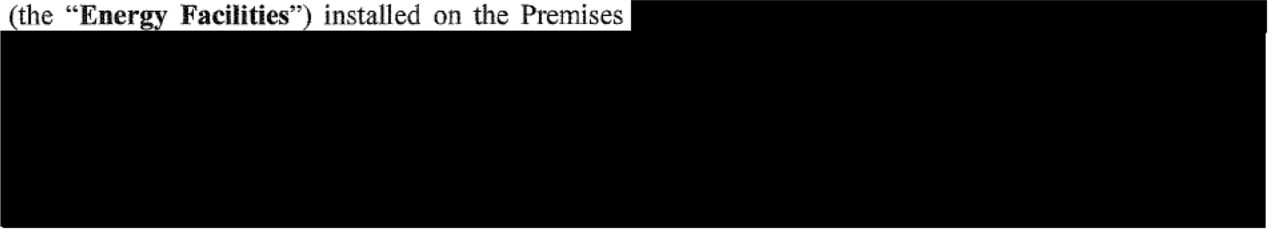
(l) Landlord is not in the hands of a receiver nor is an application for such a receiver pending;

(m) Landlord has made no assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; and

(n) Within five (5) days after the full execution of this Lease, Landlord shall provide copies of the following to Tenant: any notices of any statute or code violation pertaining to the Premises; all "Phase I" and other environmental assessment reports for the Premises in Landlord's possession or control; Landlord's most recent survey and title insurance policy relating to the Premises; any governmental permits for the Premises and any other documentation in Landlord's possession relating to the Premises.

25. Brokerage Commission. Neither Landlord nor Tenant knows of any real estate brokers or agents who are or may be entitled to any commission or finder's fee in connection with this Lease. Each party hereto agrees to indemnify, defend and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, fees for legal counsel and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent.

26. Ownership of Solar Energy and Attributes; Tax Credits and Incentives. Landlord hereby acknowledges and agrees that Landlord shall have no ownership or other interest in (and Tenant is the sole and exclusive owner of) the solar farm and all related generation, transmission and interconnection facilities (the "Energy Facilities") installed on the Premises



27. Easements.

(a) Operations Easements. Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements from the Land across any property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (the "Adjacent Property"), for the benefit of Tenant (collectively, the "Easements") which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

(i) An exclusive easement for electrical interconnection purposes;

(ii) An exclusive easement and right to install, maintain, repair, replace and operate on the Adjacent Property multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; and (C) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(iii) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access and staging in connection with the construction, operation and maintenance of the Facilities (provided that Tenant shall, to the extent reasonably possible, restore the Adjacent Property to substantially the same condition as existed prior to such use).



(b) Recording. The parties agree that the final area of the Adjacent Property subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

(c) Landlord Easements. To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Land, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement). Notwithstanding anything stated to the contrary herein, Tenant shall not be entitled to use the farm path known as Mckee Lane as depicted in Exhibit A.

(d) Tenant Easements. Tenant is hereby authorized to grant such easements across, under and over the Premises (and/or across any adjacent property owned by Landlord) as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

28. Tenant's Access. Tenant, and Tenant's agents, guests, subtenants and designees shall have access to the Premises at all times during the Term. Neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises, except in the case of an emergency. Further, this Lease shall entitle Tenant, at Tenant's discretion, to install, use and maintain a permanent gravel commercial driveway within the Premises and a second temporary construction driveway within the Premises providing access to the Premises from adjoining roads in accordance with KY DOT standards.

29. Section Deleted.

30. Confidentiality. All information acquired by Landlord or any of its designated representatives (including by way of example, but not in limitation, the officers, directors, shareholders and employees of Landlord, and Landlord's consultants, counsel, lenders, and the officers, directors, shareholders and employees of each of them) with respect to Tenant, including, without limitation, with respect to the terms of this Lease (collectively, the "Confidential Information") shall be used solely for purposes of negotiating and fulfilling the terms of this Lease and for no other purpose whatsoever. All Confidential Information that is not published as public knowledge or that is not generally available in the public domain shall be kept in strict confidence by Landlord and shall not be disclosed to any individual or entity other than to those authorized representatives of Landlord who require any portion of the Confidential Information to assist Landlord in its negotiation and fulfillment of the terms of this Lease and who Landlord has bound to a confidentiality agreement requiring such party's compliance with the

terms of this Section 29; provided, however, that Landlord shall have the right to disclose any such information if required by applicable law or as may be necessary in connection with any court action or proceeding with respect to this Lease. Tenant shall have all rights and remedies available to it at law and in equity, including, without limitation, injunctive relief or a suit for damages, in the event of Landlord's breach of this Section 29.

31. Amendment; Entire Agreement; Interpretation. This Lease may only be amended or modified by a written instrument signed by both Landlord and Tenant. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. This Lease shall create the relationship of landlord and tenant between the parties. Nothing herein shall be deemed to create any partnership, joint venture, or agency relationship between the parties. Neither party shall make any representation or statement (whether oral or written) to any person or entity inconsistent with this provision. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others. Time is of the essence of this Lease. This Lease shall not be binding (and not deemed an offer, reservation, or option to Lease) until executed by both Landlord and Tenant.

32. Execution by Landlord. Landlord and the undersigned person executing this Lease represent and warrant that the undersigned person executing this Lease on behalf of Landlord has due and proper authority to do so and to bind Landlord to this Lease and all terms, covenants and conditions thereof and that this Lease is a legal, valid, and binding obligation of Landlord enforceable in accordance with its terms.

33. Counterparts and Email/PDF. This Lease may be executed in counterpart or by emailing .pdf or other compressed digital files, or any combination of the foregoing. All counterparts together shall constitute one and the same Lease.

34. Estoppel. Within fifteen (15) business days after written request therefor by Tenant, Landlord agrees to deliver a certificate to Tenant, Tenant's lender (if applicable) and any proposed purchaser of the ownership interests of Tenant (if applicable), in a commercially reasonable form (subject to reasonable modification by any applicable purchaser or Tenant's lender) to Tenant's lender or to any proposed purchaser and/or to Tenant setting forth the terms of the Lease, the absence of default thereunder, and such other reasonable terms requested by Tenant, lender or purchaser. In the event Landlord fails to respond within such fifteen (15) business day period, then, in addition to such failure constituting an event of default, all matters set forth in the estoppel certificate shall be deemed to be true, accurate and complete.

35. Leasehold Financing.

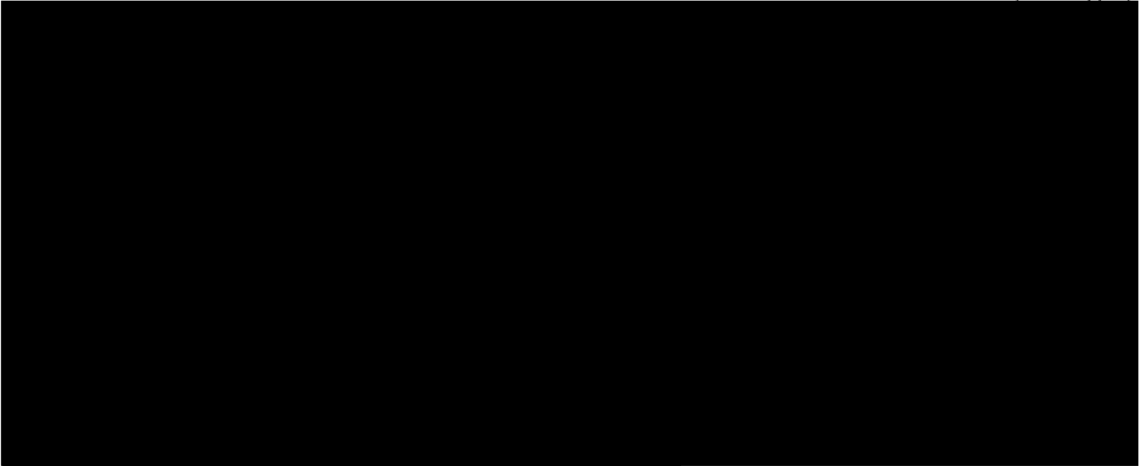
(a) Tenant, any successor or assignee of Tenant, or any holder of a sublease or license (each hereinafter sometimes referred to as an "**Obligor**") may at any time mortgage, pledge, or encumber to any entity (herein, a "**Lender**") all or any portion of the Obligor's rights and interests under this Lease or such sublease or license, in each case without the consent of Landlord. For purposes of this Lease, each entity which now or hereafter is the recipient or beneficiary of any such mortgage, pledge, or encumbrance and whose lien or encumbrance is now or hereafter recorded in the official records of the County in which the Premises is located, shall be referred to in this Lease as a "**Lender**".

(b) Tenant and Landlord expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in subsection (a) above, then notwithstanding any other provision of this Lease to the contrary:

(i) Landlord and Tenant will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of this Lease, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender, without such Lender's consent.

(ii) Each Lender shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Lease by the Obligor that is party to such Lender's mortgage, pledge or encumbrance, and any such action performed by such Lender shall be as effective to prevent or cure a default under this Lease and/or a forfeiture of any of such Obligor's rights under this Lease as if done by such Obligor itself.

(iii) The right of a Lender to receive notices and to cure Obligor's defaults pursuant to the provisions of this subsection (b) shall be available only to those Lenders which shall have notified Landlord in writing of their name and address, regardless of whether the specific provision in question expressly so states. No default which requires the giving of notice to Obligor shall be effective unless a like notice is given to all Lenders which have previously notified Landlord in writing of their name and address, and have expressly requested such notice. If Landlord shall become entitled to terminate this Lease due to an uncured default by Obligor,



Upon the sale or other transfer by any Lender of its interest in the Lease or Premises, such Lender shall have no further duties or obligations hereunder. If there is a Subordination, Nondisturbance and Attornment Agreement ("SNDA") entered into between Landlord and any Lender, in the case of any conflict between this Section 36 and such SNDA, the terms of the SNDA shall govern.

(iv) In case of the termination or rejection of this Lease as a result of any default hereunder or the bankruptcy, insolvency or appointment of a receiver in bankruptcy, Landlord shall provide prompt notice thereof to the Lenders which have previously notified Landlord in writing of their name and address, and have expressly requested such notice. Upon written request of the Lender that is the beneficiary of the first priority security interest in the Tenant's interest under this Lease, made within forty (40) days after notice to such Lender of such rejection or termination, Landlord shall enter into a new lease agreement with such Lender, or its designee or assignee, within twenty (20) days after the receipt of such request. Such new lease

agreement shall be effective as of the date of the termination or rejection of this Lease, upon the same terms, covenants, conditions and agreements as contained in this Lease for the remaining term of the original Lease before giving effect to such termination or rejection. Landlord shall have no rights to terminate such new lease based upon defaults occurring prior to the execution of the new lease. Landlord hereby agrees with and for the benefit of the Lenders that the provisions of this subsection shall survive termination, rejection or disaffirmation of the Lease, whether by default or as a result of the bankruptcy, insolvency or appointment of a receiver in bankruptcy and shall continue in full force and effect thereafter to the same extent as if this subsection were a separate and independent instrument. It is the intent of the parties hereto that any such new lease shall have the same priority as this Lease.

(c) There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including the Lenders) having an interest in the Lease or in the estate of Landlord and Tenant shall join in a written instrument effecting such merger and shall duly record the same.

(d) Landlord shall, at Tenant's or a Lender's request, but at no cost to Landlord, provide to Tenant and such Lender (i) confirmation that such Lender is a "**Lender**" for purposes of this Lease, (ii) a consent and estoppels acknowledging the Lender's mortgage or other lien or encumbrance, confirming the continuing effectiveness of this Lease, identifying any modifications hereto and any breaches or defaults hereunder, and containing such other information and agreements as Tenant or such Lender may reasonably request, and (iii) such other certificates or affidavits as Tenant, such Lender or any title company selected by either Tenant or such Lender may reasonably request. Landlord shall duly execute and return same to Tenant and/or Lender within ten (10) days of Tenant's or Lender's request therefor. Should Landlord fail to timely execute and deliver the consent and estoppel, then Tenant and/or Lender may rely on the contents thereof and the consent and estoppel shall be conclusively binding upon Landlord.

36. Mineral Rights. Landlord hereby agrees that it will not take any action in connection with the extraction of subsurface minerals located below the Land that will interfere with Tenant's use of the Land in connection with the terms and conditions of this Lease nor will it grant anyone any rights with respect to the subsurface minerals located below the Land that would allow them to take any action in connection with the extraction of the same that would interfere with Tenant's use of the Land in connection with the terms and conditions of this Lease.

[REMAINDER OF PAGE BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease under seal as of the day and year first above written.

**LANDLORD:**

By: James O. McKee  
Name: JAMES O. MCKEE  
Title: owner

By: Shirley Maylin  
Name: SHIRLEY McKee  
Title: owner

**TENANT:**

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

**EXHIBIT A**

Land



James O. McKee and Shirley H. McKee  
Parcel ID: 117-0000-022-00-000  
140 Acres – 2871 Old Lair Road Cynthiana, KY 41031

**Exhibit B**

**Premises**



James O. McKee and Shirley H. McKee  
Parcel ID: 117-0000-022-00-000

**SOLAR GROUND LEASE AGREEMENT**

**THIS SOLAR GROUND LEASE AGREEMENT** (this "Lease") is made and entered into as of the 24 day of May, 2019 (the "Effective Date"), by and between William R Cook and Theresa S. Cook (collectively, "Landlord") and Blue Moon Solar LLC, a Kentucky limited liability company ("Tenant").

**WITNESSETH:**

In consideration of [REDACTED] paid in hand from Tenant to Landlord [REDACTED] of full execution (the "Phase 1 Payment Date"), and the rent to be paid to Landlord by Tenant, as hereinafter provided, and of the covenants and agreements upon the part of Landlord and Tenant to be kept and performed, Landlord hereby leases to Tenant, and Tenant leases from Landlord, a portion approximately 56 acres of that certain property with Parcel ID No. of 129-0000-007-01-000 containing approximately 131.6 acres, located at Hedges Lane, Cynthiana, KY 41031 and in substantially the location set forth on Exhibit A attached hereto and by this reference made a part hereof (the "Land"), and all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon (the portion of the Land delineated in the Survey and shown on Exhibit B attached hereto and by this reference made a part hereof, together with the above-described property, improvements and appurtenances are hereinafter collectively referred to as the "Premises"), to be occupied and used upon the terms and conditions herein set forth.

1. Term of Lease; Extension Terms; Termination Rights; Contingencies/Due Diligence.

(a) The term of this Lease (including any extensions or renewals, the "Term") shall commence on the Effective Date and shall end [REDACTED] after the Rent Commencement Date (as hereinafter defined) (the "Expiration Date"),

[REDACTED]

(b) If Tenant is not then in default under the terms of this Lease, [REDACTED]

[REDACTED]

(c) If Tenant is not then in default under the terms of this Lease, [REDACTED]

[REDACTED]



obligations, if any, that are stated herein to expressly survive the expiration or earlier termination of this Lease).

(d) Tenant's obligation to perform hereunder shall be subject to the satisfaction (or waiver) of the following contingencies (collectively the "Contingencies"):

(i) Tenant obtaining all necessary approvals from state, federal and local authorities required by Tenant to construct its proposed improvements and to operate the Premises for the Intended Use (as hereinafter defined),

(ii) Tenant's entering into power purchase agreement(s) and REC purchase agreement(s) for the proposed improvements and operations at the Premise to Tenant's satisfaction,

(iii) Tenant's review and approval of title and survey matters with respect to the Premises, the environmental condition of the Premises and the physical condition of the Land,

(iv) Tenant's receipt of the subordination, non-disturbance and recognition agreements contemplated in Section 21,

(v) Tenant deciding to lease the Premises in lieu of other sites being considered by Tenant prior to the Rent Commencement Date, and

(vi) Tenant's review and approval of any other matters that Tenant deems relevant to determining whether Tenant's leasing of the Premises is economically and otherwise feasible.

If Tenant is unable to satisfy the Contingencies to Tenant's satisfaction prior to the Rent Commencement Date, or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever, Tenant may terminate this Lease by giving written notice to Landlord prior to the Rent Commencement Date; provided however, that Tenant's right to terminate this Lease under this Section 1(d) shall expire upon Tenant's installation on the Premises of any permanent improvements or alterations.

As part of Tenant's due diligence, Tenant shall be entitled to conduct (at its expense) such testing of the Premises as Tenant shall determine necessary in its discretion, including without limitation, one or more environmental audits or assessments, and to physically inspect and review the Premises, which investigation shall be of such scope as Tenant determines.

Prior to the Rent Commencement Date, Tenant shall [REDACTED] obtain a survey of the Land (the "Survey") that shall show the boundary line of the Premises and otherwise be sufficient to constitute a legal subdivision of the Premises from Landlord's land of which the Premises is a part upon the recordation of the Survey in the appropriate office, if required. The Survey shall show what acreages are wooded or open.

As part of its inspections and performance of the Survey, Tenant may elect to reduce the Land subject to this Lease, for any reason or no reason, for all or part of the Premises by delivering written notice to Landlord at any time and for any reason. Landlord agrees that Tenant may terminate pursuant to the foregoing a portion of the Premises ("**Released Premises**") so long as: [REDACTED]

The

portion of the Premises remaining after any partial termination of this Lease shall thereafter be the "Premises" for purposes of this Lease, [REDACTED]

[REDACTED] In the event that Tenant elects such partial termination, the Survey (reflecting such termination) shall be incorporated into Exhibit A as if fully set forth therein without amendment to this Lease, and that for purposes of determining the amount of rent payable hereunder, the size of the Premises and the delineation of acreage [REDACTED] as shown on the Survey shall be binding on the parties hereto. Any such Released Premises shall automatically be removed from the "Premises" and the "Land" as those terms are defined and used in this Lease.

[REDACTED]

2. Rent; Rent Escalation; Rent Commencement Date.

(a) Beginning on the Rent Commencement Date, annual rent [REDACTED]

[REDACTED]

(b) [REDACTED]

[REDACTED]

(c) [REDACTED]

[REDACTED]

(d) [REDACTED]

[REDACTED]

(e) [REDACTED]

[REDACTED]

[Redacted]

(f)

[Redacted]

(g)

[Redacted]

(h)

[Redacted]

3.

[Redacted]

4. Utilities. During the Term, Tenant shall pay for all public utilities used in or at the Premises by Tenant.

5. Alterations. Tenant shall install a fence around the perimeter of the Premises at least six (6) feet high and no more than eight (8) feet high and vegetative screening between the solar farm and streets or neighboring residential areas along with adequate security devices and signage appropriate to a solar farm where electricity is generated, and Tenant shall be solely responsible for the maintenance in good order of such fence, security devices and signage throughout the Term. Tenant may, at its expense, make any other alterations, additions, improvements and changes (including, without limitation, removal of existing improvements and fixtures and trees and plants) to the Premises as it may deem necessary or desirable in connection with its Intended Use of the Premises, without the consent of Landlord. Such alterations, improvements, and changes may, in Tenant's sole discretion, include the cutting, removal, and sale of any timber or trees, including, without limitation, any remaining stumps, on the Premises; [REDACTED]

[REDACTED] Any and all such alterations, additions, improvements or changes conducted by Tenant shall be done in compliance with applicable laws. Landlord agrees to sign any permit applications, to the extent required by law, and to take all such other actions as are reasonably required to allow Tenant to accomplish any such alterations, additions, improvements and changes to the Premises. [REDACTED]

6. Use and Occupancy. 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 (the "Intended Use") and for no other use without the written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant agrees that no unlawful use of the Premises will be made. Landlord shall deliver sole and exclusive possession of the Premises to Tenant on the Effective Date.

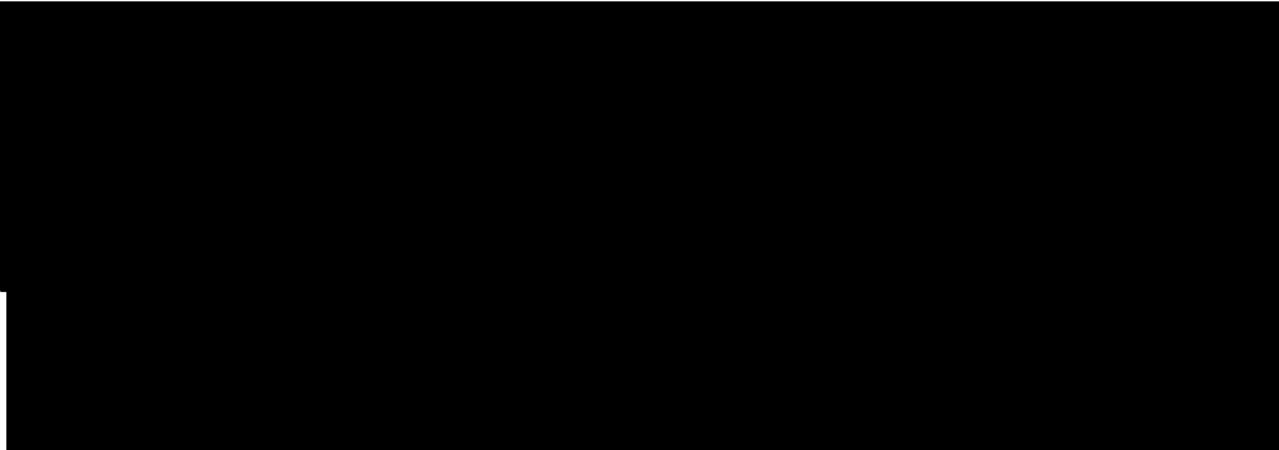
7. Insurance.

(a) Tenant shall, after its improvements are completed, keep such improvements insured against loss or damage by fire, windstorm, earthquake and similar hazards in commercially reasonable amounts determined by Tenant.

(b) Beginning on the Effective Date, Tenant, at its sole cost and expense, shall keep or cause to be kept Commercial General Liability Insurance (1986 ISO Form or its equivalent) with a combined single limit of at least [REDACTED] each Occurrence and at least [REDACTED] in the aggregate-per location, which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises.

(c) [REDACTED]

8. Taxes. [REDACTED]

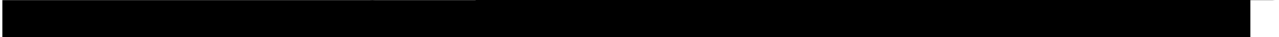


9. Fire or Other Casualty.

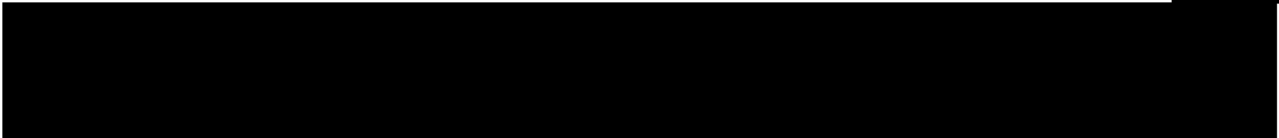


10. Condemnation.

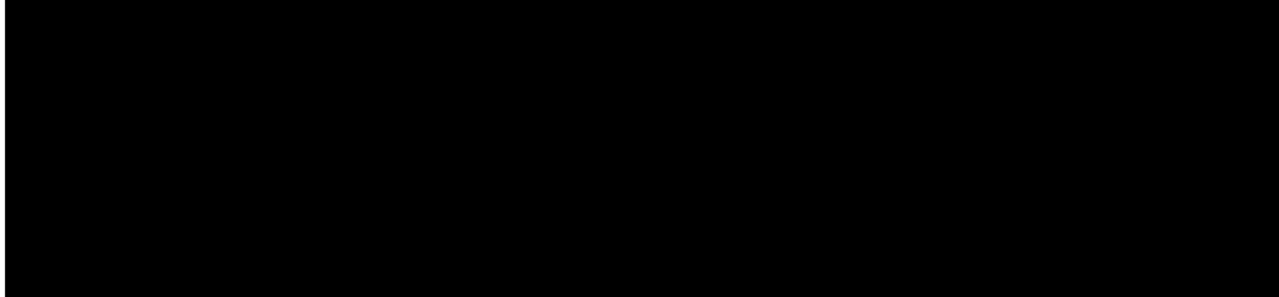
(a) In the event that the whole of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, or such portion thereof that, in Tenant's judgment, the remainder of the Premises is not suitable for Tenant's purposes (herein called a "Total Taking"), then



(b) In the event that a portion or portions of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, and such taking does not constitute a Total Taking (herein called a "Partial Taking"), then this Lease,



(c)



Tenant shall have the right to participate, at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings; provided, however, Tenant shall not enter into any binding agreement or

settlement without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord agrees to cooperate with Tenant and to execute such documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings.

11. Maintenance and Repairs. During the Term, Tenant shall be responsible, at its sole cost and expense, for the repair and maintenance of the Premises.

12. Default.

13. Termination of Lease. Following the expiration or termination of this Lease as hereinabove provided, or pursuant to statute, or by summary proceedings or otherwise, Tenant shall restore the Land (and any other land of Landlord impacted by Tenant's use of the Premises) to substantially its condition as of the Effective Date using prudent engineering practices where applicable, including, without limitation, the removal of all improvements and alterations to the Land or Premises (including, without limitation, all fencing, roads, solar panels and mounting, and other improvements or alterations) and any electrical or communication or other utility poles, lines and connections (unless such lines and connections are used in connection with other property owned by Landlord and Landlord elects to allow such lines and connections to remain); provided, however, that Tenant shall not be obligated to regrade the Land or any other property, replant any crops or plants, replace any improvements that were removed by Tenant, or remove any improvements (including trees and plants) that were added by Tenant prior to the construction of the solar farm as provided for in Section 5 hereof. The removal and restoration shall be completed in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises or other land of Landlord.

Tenant may, in its discretion, determine the length of such period following the expiration or termination up to a period of twelve (12) months and shall provide Landlord with written notice of such length prior to the date that is thirty (30) days after such expiration or termination. Tenant shall pay Landlord rent for the period beyond the expiration or termination in an amount equal to the annual rent due and payable for the year immediately prior to such expiration or termination prorated based on the actual number of days in such extension divided by three hundred sixty-five (365). Tenant shall have all rights granted to Tenant under this Lease during the period of such extension, including, without limitation, the right to access the Premises for the purposes of complying with this Section 13. This Section 13 shall survive the expiration or termination of this Lease.

14. Possession After Expiration or Termination. If Tenant fails to vacate and surrender the possession of the Premises at the expiration or termination of this Lease (with all removal and restoration requirements contained in Section 13 completed), Landlord shall be entitled

[REDACTED]

15. Binding Effect; Assignment and Subletting. This Lease shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns. Tenant may assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, without Landlord's prior consent but with contemporaneous notice of such assignment.

16. Indemnifications.

(a)

[REDACTED]

(b)

[REDACTED]

17. Quiet Enjoyment. Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of this Lease (beyond any applicable notice and cure periods), it will defend the right of possession to the Premises in Tenant against all parties whomsoever for the entire Term, and that Tenant shall have peaceable and quiet possession of the Premises during the Term without hindrance or molestation.

18. Waiver. The waiver by any party of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant or agreement herein contained.

19. Notices. All notices, elections, demands, requests, payments and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or

registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts, addressed to:

To Landlord: William R. Cook and Theresa S. Cook



To Tenant: Blue Moon Solar LLC  
7804-C Fairview Rd #257  
Charlotte, NC 28226  
Attention: Juergen Fehr

And to: Kilpatrick Townsend & Stockton LLP  
4208 Six Forks Road, Suite 1400  
Raleigh, North Carolina 27609  
Attn: John Livingston

or at such other address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given.

20. Memorandum of Lease. Landlord and Tenant agree that this entire Lease shall not be recorded. However, contemporaneously with the full execution of this Lease, Landlord and Tenant shall execute and record (to be recorded at Tenant's expense) a memorandum of this Lease, specifying the Effective Date, the Expiration Date, the Extension Terms granted herein, and such other provisions hereof as the parties may mutually agree to incorporate therein, which memorandum of lease shall be in form sufficient to publish notice and protect the validity of this Lease and Tenant's rights hereunder. The memorandum of lease shall be recorded in the Public Registry in the County in which the Land is located.

21. SNDA. No later than the Rent Commencement Date, Landlord shall provide to Tenant a subordination, non-disturbance, and attornment agreement from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Land or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Tenant's rights under this Lease in form and substance acceptable to Tenant. With respect to any future beneficiary of a mortgage or deed of trust, Landlord shall request of such beneficiary a subordination, non-disturbance, and attornment agreement in such form as is acceptable to Tenant for the benefit of Tenant.

22. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

23. Invalidity of Particular Provisions. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

24. Landlord's Warranties and Representations. Landlord hereby agrees with, and warrants and represents to Tenant as follows:

(a) Landlord is the owner of the Premises with full right and authority to execute this Lease and to lease the Premises to Tenant in accordance with the terms hereof;



(b) the Premises are free from environmental contamination of any sort and complies with any and all applicable laws, rules, regulations and recorded documents;

(c) Landlord has not received any notice of condemnation, zoning change or legal noncompliance relating to the Premises;

(d) Landlord will not institute or consent to any rezoning of the Premises during the Term (other than rezonings requested by Tenant);

(e) Landlord shall not further encumber the title to the Premises during the Term;

(f) Landlord acknowledges and agrees that access to sunlight is essential to the value to Tenant of the rights granted hereunder and is a material inducement to Tenant in entering into this Lease. Accordingly, Landlord shall not cause or, to the extent within Landlord's control, permit any property then owned or controlled by Landlord in the vicinity of the Premises, or any uses or improvements thereon, to impair Tenant's Intended Use of the Premises (for example, and without limiting the generality of the foregoing, Landlord shall not cause or permit any cell towers, water towers, billboards, silos or any other structures to be placed or constructed thereon that may obstruct the sunlight that otherwise would reach the solar panels located on the Premises, or that may cast shade or shadows upon the solar panels located on the Premises or any portion thereof). If Landlord becomes aware of any potential activity on any adjacent or nearby parcel of land that could diminish the access to sunlight at the Facilities, Landlord shall use its best efforts (i) to timely advise Tenant of such information and (ii) with respect to any adjacent or nearby parcel of land then owned or controlled by the Landlord, to reasonably cooperate with Tenant in taking measures to preserve the levels of sunlight at the Facilities that existed as of the date of this Lease.

(g) the Land is free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants;

(h) Landlord has not and, to the best of Landlord's knowledge, its predecessors in title and Landlord's tenants have not used, manufactured, stored or released hazardous substances on, in or under the Land other than the application of certain materials in the ordinary course of farming the Premises and adjoining property (such as pesticides, herbicides, fertilizer, and other agricultural material).

(i) there are no service or maintenance contracts affecting the Premises for which Tenant may be obligated or liable for;

(j) there are no delinquent or outstanding assessments, liens or other impositions levied or assessed against the Premises;

(k) except for this Lease, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Land, whether written or oral, recorded or unrecorded;

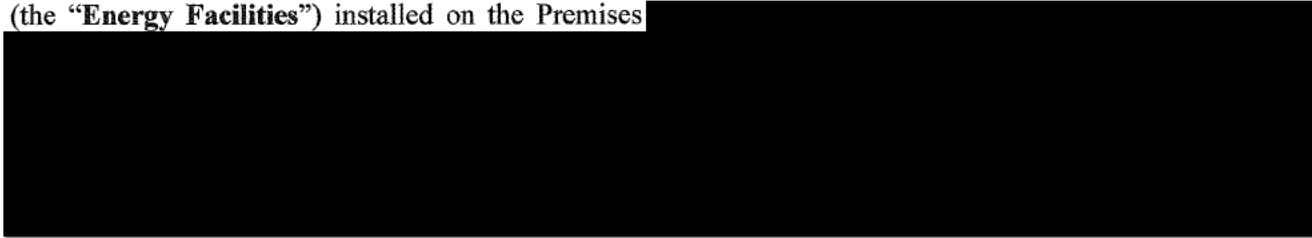
(l) Landlord is not in the hands of a receiver nor is an application for such a receiver pending;

(m) Landlord has made no assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; and

(n) Within five (5) days after the full execution of this Lease, Landlord shall provide copies of the following to Tenant: any notices of any statute or code violation pertaining to the Premises; all "Phase I" and other environmental assessment reports for the Premises in Landlord's possession or control; Landlord's most recent survey and title insurance policy relating to the Premises; any governmental permits for the Premises and any other documentation in Landlord's possession relating to the Premises.

25. Brokerage Commission. Neither Landlord nor Tenant knows of any real estate brokers or agents who are or may be entitled to any commission or finder's fee in connection with this Lease. Each party hereto agrees to indemnify, defend and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, fees for legal counsel and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent.

26. Ownership of Solar Energy and Attributes; Tax Credits and Incentives. Landlord hereby acknowledges and agrees that Landlord shall have no ownership or other interest in (and Tenant is the sole and exclusive owner of) the solar farm and all related generation, transmission and interconnection facilities (the "**Energy Facilities**") installed on the Premises



27. Easements.

(a) Operations Easements. Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements across the Premises, for the benefit of Tenant (collectively, the "Easements") which Easements shall be appurtenant to Tenant's leasehold estate, run with the Land and inure to the benefit of and be binding upon the Landlord:

- (i) An exclusive easement for electrical interconnection purposes;
- (ii) An exclusive easement for vehicular and pedestrian access, ingress or egress, including the right of Tenant to build roads across the Adjacent Property;
- (iii) A non-exclusive easement and right-of-way for vehicular and pedestrian ingress, egress and access to and from the Land and to and from lands adjacent to the Adjacent Property, by means of (i) the now existing or hereafter constructed roads, lanes and rights-of-way on the Adjacent Property, and (ii) such additional roads as Tenant or anyone else may construct (including rights to maintain, improve, rebuild or relocate such roads) from time to time;
- (iv) An exclusive easement and right to install, maintain, repair, replace and operate on the Premises multiple (A) transmission, distribution and collection cables (including fiber optic cables), conduits, wire and/or lines which carry electrical energy to and/or from the Land; (B) communication cables (including fiber optic cables), conduits, wire and/or lines which carry communications of any nature to and from the Land; and (C) other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the

foregoing, together with such rights of way as may be reasonably necessary to install, maintain, repair and operate any of the foregoing; and

(b) Recording. The parties agree that the final area of the Premises subject to the Easements shall be negotiated in good faith and shall be subject to the mutual agreement of the parties. Landlord shall execute and deliver Tenant any documents or instruments reasonably requested by Tenant in recordable form to evidence the Easements, containing all the rights and privileges set forth herein, within twenty (20) days following written request therefor from Tenant.

(c) Landlord Easements. To the extent that Landlord holds or has the right to use any access, utility, transmission, water or other easements, rights of way or licenses over lands in the general vicinity of the Land (the "Landlord Easements") on the date of this Lease, and such Landlord Easements are or could be used for the benefit of the Premises, then the same are hereby included in this Lease, and Tenant shall be entitled to use such Landlord Easements to the full extent that such use is permitted under the Landlord Easements and provided that such use does not interfere with Landlord's use of the same. Upon the request of Tenant, Landlord shall grant (in recordable form and containing such terms and provisions as may reasonably be requested by Tenant and Landlord), for no additional consideration, one or more sub-easements of the Landlord Easements to run concurrently with the Term (or for such shorter period of time as is provided in the applicable Landlord Easement).

(d) Tenant Easements. Tenant is hereby authorized to grant such easements across, under and over the Premises as are reasonably necessary for rights of way, ingress and egress and for the installation, construction, maintenance, repair and replacement of utility lines serving the Premises during the Term of this Lease, including without limitation any such easements required to connect the Premises to a receiver of electric power generated at the Premises. Landlord in its sole discretion shall have the right to terminate such easements upon the termination of this Lease. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Landlord agrees to sign any applications or other documents, and to take all such other actions, as are reasonably required to allow Tenant to obtain any re-zonings, variances or other approvals required by Tenant to operate the Premises for the Intended Use.

28. Tenant's Access. Tenant, and Tenant's agents, guests, subtenants and designees shall have access to the Premises at all times during the Term. Neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Premises, except in the case of an emergency. Further, this Lease shall entitle Tenant, at Tenant's discretion, to install, use and maintain a permanent gravel commercial driveway within the Premises and a second temporary construction driveway within the Premises providing access to the Premises from adjoining roads in accordance with KY DOT standards.

29. Section Deleted.

30. Confidentiality. All information acquired by Landlord or any of its designated representatives (including by way of example, but not in limitation, the officers, directors, shareholders and employees of Landlord, and Landlord's consultants, counsel, lenders, and the officers, directors, shareholders and employees of each of them) with respect to Tenant, including, without limitation, with respect to the terms of this Lease (collectively, the "Confidential Information") shall be used solely for purposes of negotiating and fulfilling the terms of this Lease and for no other purpose whatsoever. All Confidential Information that is not published as public knowledge or that is not generally available in the public domain shall be kept in strict confidence by Landlord and shall not be disclosed to any individual or entity other than to those authorized representatives of Landlord who require any portion of the Confidential Information to assist Landlord in its negotiation and fulfillment of the terms of this Lease

and who Landlord has bound to a confidentiality agreement requiring such party's compliance with the terms of this Section 29; provided, however, that Landlord shall have the right to disclose any such information if required by applicable law or as may be necessary in connection with any court action or proceeding with respect to this Lease. Tenant shall have all rights and remedies available to it at law and in equity, including, without limitation, injunctive relief or a suit for damages, in the event of Landlord's breach of this Section 29.

31. Amendment; Entire Agreement; Interpretation. This Lease may only be amended or modified by a written instrument signed by both Landlord and Tenant. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. This Lease shall create the relationship of landlord and tenant between the parties. Nothing herein shall be deemed to create any partnership, joint venture, or agency relationship between the parties. Neither party shall make any representation or statement (whether oral or written) to any person or entity inconsistent with this provision. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others. Time is of the essence of this Lease. This Lease shall not be binding (and not deemed an offer, reservation, or option to Lease) until executed by both Landlord and Tenant.

32. Execution by Landlord. Landlord and the undersigned person executing this Lease represent and warrant that the undersigned person executing this Lease on behalf of Landlord has due and proper authority to do so and to bind Landlord to this Lease and all terms, covenants and conditions thereof and that this Lease is a legal, valid, and binding obligation of Landlord enforceable in accordance with its terms.

33. Counterparts and Email/PDF. This Lease may be executed in counterpart or by emailing .pdf or other compressed digital files, or any combination of the foregoing. All counterparts together shall constitute one and the same Lease.

34. Estoppel. Within fifteen (15) business days after written request therefor by Tenant, Landlord agrees to deliver a certificate to Tenant, Tenant's lender (if applicable) and any proposed purchaser of the ownership interests of Tenant (if applicable), in a commercially reasonable form (subject to reasonable modification by any applicable purchaser or Tenant's lender) to Tenant's lender or to any proposed purchaser and/or to Tenant setting forth the terms of the Lease, the absence of default thereunder, and such other reasonable terms requested by Tenant, lender or purchaser. In the event Landlord fails to respond within such fifteen (15) business day period, then, in addition to such failure constituting an event of default, all matters set forth in the estoppel certificate shall be deemed to be true, accurate and complete.

35. Leasehold Financing.

(a) Tenant, any successor or assignee of Tenant, or any holder of a sublease or license (each hereinafter sometimes referred to as an "**Obligor**") may at any time mortgage, pledge, or encumber to any entity (herein, a "**Lender**") all or any portion of the Obligor's rights and interests under this Lease or such sublease or license, in each case without the consent of Landlord. For purposes of this Lease, each entity which now or hereafter is the recipient or beneficiary of any such mortgage, pledge, or encumbrance and

whose lien or encumbrance is now or hereafter recorded in the official records of the County in which the Premises is located, shall be referred to in this Lease as a "Lender".

(b) Tenant and Landlord expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in subsection (a) above, then notwithstanding any other provision of this Lease to the contrary:

(i) Landlord and Tenant will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of this Lease, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender, without such Lender's consent.

(ii) Each Lender shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Lease by the Obligor that is party to such Lender's mortgage, pledge or encumbrance, and any such action performed by such Lender shall be as effective to prevent or cure a default under this Lease and/or a forfeiture of any of such Obligor's rights under this Lease as if done by such Obligor itself.

(iii) The right of a Lender to receive notices and to cure Obligor's defaults pursuant to the provisions of this subsection (b) shall be available only to those Lenders which shall have notified Landlord in writing of their name and address, regardless of whether the specific provision in question expressly so states. No default which requires the giving of notice to Obligor shall be effective unless a like notice is given to all Lenders which have previously notified Landlord in writing of their name and address, and have expressly requested such notice. If Landlord shall become entitled to terminate this Lease due to an uncured default by Obligor,



Upon the sale or other transfer by any Lender of its interest in the Lease or Premises, such Lender shall have no further duties or obligations hereunder. If there is a Subordination, Nondisturbance and Attornment Agreement ("SNDA") entered into between Landlord and any Lender, in the case of any conflict between this Section 36 and such SNDA, the terms of the SNDA shall govern.

(iv) In case of the termination or rejection of this Lease as a result of any default hereunder or the bankruptcy, insolvency or appointment of a receiver in bankruptcy, Landlord shall provide prompt notice thereof to the Lenders which have previously notified Landlord in writing of their name and address, and have expressly requested such notice. Upon written request of the Lender that is the beneficiary of the first priority security interest in the Tenant's

interest under this Lease, made within forty (40) days after notice to such Lender of such rejection or termination, Landlord shall enter into a new lease agreement with such Lender, or its designee or assignee, within twenty (20) days after the receipt of such request. Such new lease agreement shall be effective as of the date of the termination or rejection of this Lease, upon the same terms, covenants, conditions and agreements as contained in this Lease for the remaining term of the original Lease before giving effect to such termination or rejection. Landlord shall have no rights to terminate such new lease based upon defaults occurring prior to the execution of the new lease. Landlord hereby agrees with and for the benefit of the Lenders that the provisions of this subsection shall survive termination, rejection or disaffirmation of the Lease, whether by default or as a result of the bankruptcy, insolvency or appointment of a receiver in bankruptcy and shall continue in full force and effect thereafter to the same extent as if this subsection were a separate and independent instrument. It is the intent of the parties hereto that any such new lease shall have the same priority as this Lease.

(c) There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including the Lenders) having an interest in the Lease or in the estate of Landlord and Tenant shall join in a written instrument effecting such merger and shall duly record the same.

(d) Landlord shall, at Tenant's or a Lender's request, but at no cost to Landlord, provide to Tenant and such Lender (i) confirmation that such Lender is a "**Lender**" for purposes of this Lease, (ii) a consent and estoppels acknowledging the Lender's mortgage or other lien or encumbrance, confirming the continuing effectiveness of this Lease, identifying any modifications hereto and any breaches or defaults hereunder, and containing such other information and agreements as Tenant or such Lender may reasonably request, and (iii) such other certificates or affidavits as Tenant, such Lender or any title company selected by either Tenant or such Lender may reasonably request. Landlord shall duly execute and return same to Tenant and/or Lender within ten (10) days of Tenant's or Lender's request therefor. Should Landlord fail to timely execute and deliver the consent and estoppel, then Tenant and/or Lender may rely on the contents thereof and the consent and estoppel shall be conclusively binding upon Landlord.

36. Mineral Rights. Landlord hereby agrees that it will not take any action in connection with the extraction of subsurface minerals located below the Land that will interfere with Tenant's use of the Land in connection with the terms and conditions of this Lease nor will it grant anyone any rights with respect to the subsurface minerals located below the Land that would allow them to take any action in connection with the extraction of the same that would interfere with Tenant's use of the Land in connection with the terms and conditions of this Lease.

[REMAINDER OF PAGE BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease under seal as of the day and year first above written.

**LANDLORD:**

\_\_\_\_\_  
WILLIAM R. COOK  
By: William R. Cook  
Name: WILLIAM R. COOK  
Title: OWNER

\_\_\_\_\_  
THERESA S. COOK  
By: Theresa Cook  
Name: Theresa Cook  
Title: owner

**TENANT:**

\_\_\_\_\_  
By: [Signature]  
Name: PERSON  
Title: MANAGER

**EXHIBIT A**

**Land**



William R. Cook and Theresa S. Cook  
Parcel ID: 129-0000-007-01-000  
Hedges Lane Cynthiana, KY 41031



**Exhibit B**

**Premises**



William R. Cook and Theresa S. Cook  
Parcel ID: 129-0000-007-01-000  
Hedges Lane Cynthiana, KY 41031

After Recording Mail to:  
Kilpatrick Townsend & Stockton LLP (JCL)  
4208 Six Forks Road, Suite 1400  
Raleigh, NC 27609

### ACCESS AND UTILITY EASEMENT

THIS ACCESS AND UTILITY EASEMENT ("Easement") is made and entered into as of this 15 day of October, 2019 (the "Effective Date") by and between **Sarah Jane Haley and husband Barry Wayne Haley**, ("Grantor"), and **Blue Moon Solar LLC**, a Kentucky limited liability company, ("Grantee"). Grantor and Grantee are sometimes individually referred to herein as a "party" and collectively referred to herein as the "parties."

#### WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that certain parcel of land located in Harrison County, Kentucky being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Grantor Parcel");

WHEREAS, Grantee leases certain real property near the Grantor Parcel being more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Grantee Parcel"); and

WHEREAS, Grantee desires certain easements permitting Grantee to access, construct, operate, and maintain certain facilities on a portion of the Grantor Parcel.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Utility and Access Easement:

(a) Utility Easement. Grantor hereby grants and conveys unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, a perpetual, 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 "Utility Easement Area") for the installation, maintenance, repair, replacement, and removal of: underground and above-ground power and telecommunication lines and all infrastructure and facilities associated therewith including, but not limited to, poles, wires, and apparatus necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines and communication circuits, for the purpose of transmitting, regulating and controlling electric energy to be used for light, heat, power, communication, and other purposes, together with their strengthening supports, sufficient foundations and supports, to connect the electrical or energy generating facility contemplated to be constructed by Grantee now or in the future on the Grantee Parcel, and other underground and above-ground fixtures, appliances and appurtenances connected therewith (collectively, "Grantee's Facilities"). Without limiting the generality of the foregoing, such easement shall include, without limitation, the right to transmit electricity over said wires, cables, or apparatus and to clear and keep the Utility Easement Area cleared of trees, undergrowth, and all other obstructions by any lawful means, and to construct any fencing or other protective measures within the Utility Easement Area necessary for Grantee's use of the Utility Easement Area as contemplated herein. The easement herein conveyed includes, but is not limited to, the right and privilege by Grantee to go onto and to access the

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Utility Easement Area with vehicles, heavy equipment, machinery, construction supplies, and building materials in order to construct, maintain, repair, replace and remove a path, utilities and related improvements within the Utility Easement Area. Following the construction activities described above, Grantee shall reasonably restore any portion of the Utility Easement Area disturbed by the construction activities, including reseeding and stabilizing such areas.

(b) 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 D 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), to and from the Utility Easement Area. Grantee shall have the right to create and maintain within the Access Easement Area a path and a slope adjoining the public roadway and the right to grade, construct, reconstruct, upgrade, replace, repair, maintain and use such pathway as Grantee may deem necessary in the exercise of the Access Easement. 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. Notwithstanding anything to the contrary in this Agreement, Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns) shall not use, or permit, vehicular traffic in the location of the Septic System as shown on Exhibit D.

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.

2. No Barriers. No barriers, fences, or other obstructions shall be erected by Grantor within the Easement Area so as to unreasonably interfere with the free flow of pedestrian and vehicular traffic or to unreasonably interfere with the utilities placed within the Easement Area.

3. Construction Standards; Maintenance. Grantee has visited and inspected the Easement Area and, for purposes of this Easement, accepts the same in its "AS IS", "WHERE IS", "WITH ALL FAULTS" condition. Grantee acknowledges that no representations or warranties, express or implied, have been made to Grantee as to the condition of the Easement Area. Grantee shall perform all of its construction work at no expense to Grantor. Neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Easement Area, as applicable, and/or such party's use of the access path within the Access Easement Area. Grantee shall give not fewer than two (2) days prior notice (which may be telephonic or by electronic mail) to Grantor of the date when any of Grantee's construction work is to commence. Notwithstanding the foregoing, the parties shall act in good faith to coordinate the construction of the facilities in the Utility Easement Area in a timely manner. Grantee shall be responsible for obtaining, at its own expense, the requisite approvals and permits for the construction work from any appropriate governmental authorities. Grantee shall be responsible for any taxes or assessments levied for or as a result of the Grantee's Facilities or other future improvements placed on the Easement Area by, or at the request of, Grantee. Grantee shall maintain its facilities located in the Easement Area at Grantee's sole cost and expense.

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4. Easement Fees. In consideration of the Easements and other rights granted by the Grantor to the Grantee in this Agreement, Grantee shall pay Grantor the amount(s) set forth in the Exhibit E attached hereto. The parties hereby agree that Grantee shall omit or remove Exhibit E from the original of the Agreement that is submitted for recordation in the Official Records. Grantor shall treat the information as confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be give or withheld in Grantee's sole and absolute discretion.

5. Liens. Grantor shall not suffer or permit the Easement Area to be encumbered by any lien or encumbrance that has priority over this Easement. Grantor shall provide to Grantee a subordination, non-disturbance, and attornment agreement ("SNDA") from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Grantor Parcel or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Grantee's rights under this Agreement in form and substance acceptable to Grantee. If any mechanic's or materialmen's lien is filed against the Easement Area or the Grantor Parcel as a result of claims made by, against, through, or under Grantee (each a "Grantee Lien"), Grantee shall cause the same to be cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof. If Grantee shall fail to discharge or contest a Grantee Lien within said time period, then Grantor may at its election, in addition to any other right or remedy available to Grantor, discharge the Grantee Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantor acts to discharge or secure the Grantee Lien, then Grantee shall reimburse Grantor for all reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) of Grantor involving such lien within thirty (30) days after written notice from Grantor. Grantee shall give Grantor written notice within seven (7) days of receipt of notice of any such Grantee Lien.

6. Breach; No Waiver. The terms and conditions of this Easement shall be enforceable by either party (or its permitted successors or permitted assigns), by actions for specific performance or injunction, in addition to any other remedies available at law. No delay or omission by any party in exercising any right or power accruing upon any noncompliance or failure of performance by the other party under the provisions of this Easement shall impair any such right or power or be construed to be a waiver thereof.

7. No Public Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication to the general public or for any public use or purpose whatsoever or be deemed to create any rights or benefits in favor of any municipality, public authority, or official thereof, it being the intention of the parties hereto that this Easement be for the exclusive benefit of the parties and those claiming under them.

8. Termination. Grantee may terminate this Easement at any time by giving Grantor at least one (1) month's prior written notice. Additionally, Grantor shall have the right to terminate this Easement if, during any time period that is after the thirty-fifth (35<sup>th</sup>) anniversary of the Effective Date, Grantee fails to operate Grantee's Facilities to send electricity or energy through the Utility Easement Area to a substation or electric wires on the Grantor Parcel for sixty (60) consecutive months, except to the extent that said failure is the result of the need for repairs or maintenance to Grantee's Facilities or Force Majeure. "Force Majeure" means fire, earthquake, flood or other casualty or accident; strikes or labor disputes; war, civil strife or other violence, any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility, or any other act or condition beyond the reasonable control of Grantee. Except as provided herein, no act or failure to act on the part of Grantee or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, and shall not impair, terminate or otherwise affect the validity or effectiveness of such Easement, except upon recordation by such holder of a quitclaim deed specifically conveying such Easement back to Grantor.

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Nonuse of any the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed.

On the termination of this Easement, Grantee shall peaceably and quietly leave, surrender and return the Easement Area to Grantor in good condition and repair, and Grantee shall restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted), at Grantee's sole cost and expense. Subject to the rights of Grantor, Grantee agrees and hereby covenants to, within one hundred eighty (180) days from the date of termination: (i) dismantle and remove all equipment, improvements, fixtures, and other property owned or installed by Grantee on the Easement Area and (ii) restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted). Grantor shall provide Grantee access to the Grantor Parcel during such one hundred eighty (180) day period as reasonably necessary to effectuate such dismantling, removal, and restoration. Upon the termination of this Easement and at the request of either party, the parties shall enter into an instrument terminating this Easement (in recordable form) and such instrument shall be recorded with the Harrison County, Kentucky Register of Deeds.

9. Relationship of Parties. Nothing contained in this Easement shall be construed to make the parties partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

10. Modification. This Easement may be modified, amended, or canceled only by written instrument executed by all parties in interest at the time of such amendment and recorded with the Harrison County, Kentucky Register of Deeds.

11. Benefits and Burdens Running with the Grantor Parcel. Grantor covenants with Grantee that Grantor is seized of the Grantor Parcel in fee simple, has the right to convey these easements, that title is marketable and free and clear of all encumbrances except those of record, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever. The benefits and burdens, rights and obligations, easements and restrictions created by this Easement shall run with and burden and be binding upon the Grantor Parcel in perpetuity and shall inure to the benefit of and be binding upon the parties and those claiming by, through, or under them. The covenants, agreements, terms, provisions, and conditions of this Easement shall bind and benefit the successors in interest of the parties hereto with the same effect as if mentioned in each instance when a party hereto is named or referred to, it being understood and agreed that upon any transfer of ownership of all or any part of any of the parcels, each such successor in interest shall thereupon and thereafter assume, and perform and observe, any and all of the obligations of its predecessors in interest under this Easement.

12. Assignment and Transfer. The easement rights set forth in this Easement may be assigned by Grantee, in whole or in part. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Grantor and Grantee and their respective legal representatives, successors and assigns.

13. Exclusivity. Grantor may not grant rights within the Easement Area to any other party; provided, however, Grantor shall not be precluded from transferring its ownership interest in the Grantor Parcel, provided that such transfer is made subject to this Easement.

14. Notice. Any notice, demand, and other communications hereunder shall be in writing and shall be deemed properly given if served personally on the party to whom notice is to be given, or if mailed to the party to whom notice is to be given by (i) first class mail, postage prepaid, registered or certified, return receipt requested, or (ii) by nationally recognized overnight courier, addressed to the party to whom notice is to be given at the address set forth below and naming the individuals hereinafter set forth (as applicable). Any notice, demand, and other communications hereunder shall be deemed received upon

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actual receipt or refusal thereof. Either party may change its address and/or the names of such individuals for purposes hereof by giving the other party notice of the new address in the manner described herein.

Grantor: Sarah Jane Haley

Grantee: Blue Moon Solar LLC  
7804-C Fairview Rd. #257  
Charlotte, NC 28226  
Attn: Walter Putnam

15. No Strict Construction. The rule of strict construction does not apply to the grant of the easements contained herein. These grants shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easements shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.

16. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

17. Estoppel. Each party hereto shall from time to time as requested by the other party execute and deliver to the requesting party (or to a party designated), within fifteen (15) days of demand therefor, a written statement which shall confirm that there is no default under this Easement (or specifying any default) and which shall contain such other information or confirmations as may reasonably be required.

18. Miscellaneous. This Easement shall be construed under Kentucky law and supersedes all prior agreements and memoranda with respect to the subject matter hereof. The captions and headings are used only as a matter of convenience and are not to be considered a part of this Easement or to be used in determining the intent of the parties. All recitals contained at the beginning of this Easement are an integral part of this Easement and are fully incorporated into the body of this Easement. If any provision of this Easement shall be declared invalid or unenforceable, the remainder of this Easement shall continue in full force and effect. In any litigation arising out of this Easement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all trial and appellate levels and post-judgment proceedings. As used in this Easement: (i) the term "reasonable attorneys' fees" and any similar phrases shall mean the fees actually incurred at standard hourly rates; and (ii) the term "prevailing party" shall mean the party that obtains the principal relief it has sought, whether by compromise, settlement, or judgment. If the party that commenced or instituted the action, suit, or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party. Time is of the essence in this Easement. The persons executing this Easement on behalf of Grantor and Grantee warrant and represent that each of them is duly authorized to enter into this Easement, to grant the rights granted under this Easement, and that this Easement constitutes the valid and binding obligations of Grantor and Grantee, respectively, enforceable against Grantor and Grantee in accordance with its terms.

19. No Interference with Easements. Grantor's activities and any grant of rights Grantor makes to any person or entity, whether located on the Grantor Parcel or elsewhere, shall not, currently or in the future, impede or interfere with the siting, permitting, construction, installation, maintenance, operation,

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replacement, or removal of Grantee's Facilities, whether located on the Grantor Parcel or elsewhere, or the exercise of Grantee's rights of access pursuant to this Easement. In furtherance of, but not in any way in limitation of the generality of the foregoing, Grantee and Grantor agree as follows:

(a) Grantee shall have the right, from time to time, to clear and to keep clear the Easement Area and the real property affected thereby, free from explosives, buildings, structures, equipment, trees, vines, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences, and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of the Easement and the Easement Area and every part thereof.

(b) In addition to the right of the Grantee to remove trees from the Easement Area, Grantee shall also have the right to trim or top and to keep trimmed or topped any and all trees and brush within the Utility Easement Area, and any and all trees and brush on the Grantor Parcel along each side of the Utility Easement Area, which now or hereafter in the judgment of Grantee shall be reasonably necessary for the proper construction, operation and maintenance of Grantee's Facilities, or as Grantee deems necessary to comply with applicable state or federal regulations.

(c) Grantor shall not exercise or authorize or permit the exercise of any surface or sub-surface rights affecting the Easement Area, including, without limitation, mineral, gas and oil resources, which might damage Grantee's Facilities or interfere or endanger in any material respect Grantee's use of the Easement. Grantor shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on the Easement Area, or so near thereto as to constitute, in the reasonable opinion of Grantee, a menace or danger to Grantee's Facilities. Grantor shall not increase or decrease the ground surface elevations nor allow the ground surface elevations to be increased or decreased in any manner within the Utility Easement Area, nor shall the ground within the Utility Easement Area be penetrated in any manner to a depth in excess of eighteen inches (18") without the prior written consent of Grantee.

(d) Grantor may use Easement Area for its own purposes so long as such uses do not interfere with Grantee's full enjoyment of the rights granted to Grantee under this Easement or damage any of Grantee's Facilities.

20. Indemnification. Grantee shall indemnify, defend, and save harmless Grantor, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantor Parcel, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantee (or any officer, director, employee, agent, or contractor of Grantee); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantor (or any officer, director, employee, agent, or contractor of Grantor), then Grantee's indemnification, defense, and save harmless obligations shall not be applicable. Grantor shall indemnify, defend, and save harmless Grantee, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the

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Grantee Facilities, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantor (or any officer, director, employee, agent, or contractor of Grantor); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantee (or any officer, director, employee, agent, or contractor of Grantee), then Grantor's indemnification, defense, and save harmless obligations shall not be applicable. The provisions of this Section 20 shall survive the expiration or termination of this Easement.

21. Improvements. All Grantee's Facilities constructed or placed upon the Utility Easement Area by or on behalf of Grantee shall at all times remain the property of Grantee, and Grantor shall have no right, title or interest therein, whether or not such property shall be permanently affixed to the real estate. All Grantee's Facilities constructed or placed upon the Utility Easement Area by or on behalf of Grantee may be removed, repaired, altered or replaced by Grantee at any time; and some or all of the Grantee's Facilities, as determined by Grantee, may be owned jointly among all Grantee entities or by individual Grantee entities. All paths, facilities and other improvements that Grantee constructs, installs or places within the Access Easement Area shall be entirely at Grantee's expense.

22. Mortgagee Protection. Grantee shall have the right, without Grantor's prior consent or approval, at any time and from time to time, to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Easement, the Easement Area, or the Grantee's Facilities (holders of these various security interests are referred to as "**Mortgagees**") provided, in no event will such assignment, encumbrance or grant encumber Grantor's underlying fee interest in the Grantor Parcel. No liability for the performance of Grantee's obligations under this Easement shall attach to or be imposed upon any Mortgagee, unless such Mortgagee forecloses its interest and becomes the grantee under this Easement, following which the liability shall attach only during the term such Mortgagee directly holds the interest of the grantee under this Easement. If this Easement is terminated or rejected in connection with a bankruptcy, insolvency, winding up or similar occurrence with respect to Grantee, then Grantor shall give prompt notice thereof to the Mortgagee. Grantor shall, upon written request of Mortgagee, enter a new easement agreement with the Mortgagee or its designee, within thirty (30) days after receipt of such request. Such new easement agreement shall be effective as of the date of such rejection, disaffirmation or termination, and shall be upon the same terms, covenants, conditions and agreements as contained in this Agreement; and, until such time as such new agreement is executed and delivered, Mortgagee or its designee may enter, use and enjoy the Easement Area and conduct operations thereon as if this Easement were still in effect. As a condition to the execution of such new easement agreement, the Mortgagee or its designee shall (i) pay Grantor any amounts which are due Grantor from Grantee; (ii) pay Grantor any and all amounts which would have been due under this Easement had it not been terminated, from the date of termination to the date of the new agreement; and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Easement to be performed by Grantee, to the extent that Grantee failed to perform the same prior to execution and delivery of the new agreement.

S J H  
B H

*[Signature Page to Easement Follows]*



IN WITNESS WHEREOF, the undersigned has executed this Easement as of the date first above written.

GRANTOR:

Sarah Jane Haley  
Sarah Jane Haley

Barry W. Haley  
Barry Wayne Haley

STATE OF KENTUCKY  
COUNTY OF HARRISON

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, 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 he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
Sarah Jane Haley and Barry Wayne Haley	Individual

Date: 10/4/19

Bradley K. Vaughn  
BRADLEY K. VAUGHN, Notary Public  
(print name)

(official seal)

My commission expires: 12/21/2019

[Signature Page to Easement]

GRANTEE:

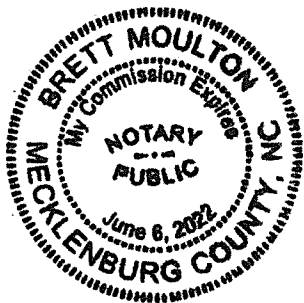
Blue Moon Solar LLC

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

STATE OF North Carolina  
COUNTY OF Mecklenburg

I, Brett Moulton, a Notary Public of the State aforesaid, certify that Juargen Fehr, as Manager of Blue Moon Solar LLC, personally appeared before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing Easement was signed in its name by him in such capacity.

WITNESS my hand and official stamp or seal, this the 15 day of October, 2019



[Signature]  
Signature of Notary Public

Brett Moulton  
Printed Name of Notary Public

My Commission Expires: June 6, 2022

[AFFIX NOTARIAL STAMP OR SEAL]

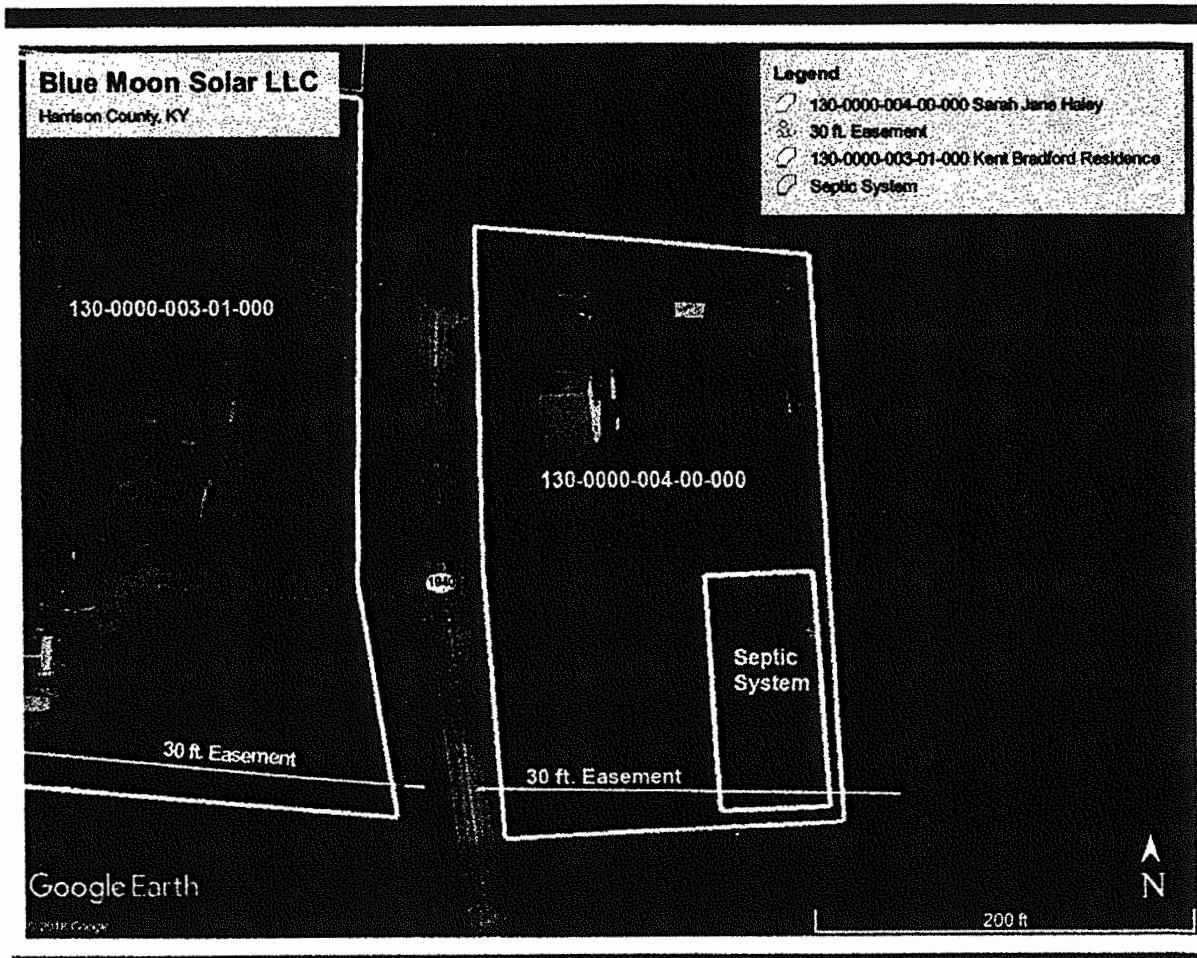
This Instrument Prepared By:

[Signature of KY licensed attorney]  
[Print Name]  
[Address]  
[Phone Number]

Exhibit A

Grantor Parcel

Grantor Parcel is Tax Parcel 130-0000-004-00-000 in Harrison County, Kentucky as shown on the map below.

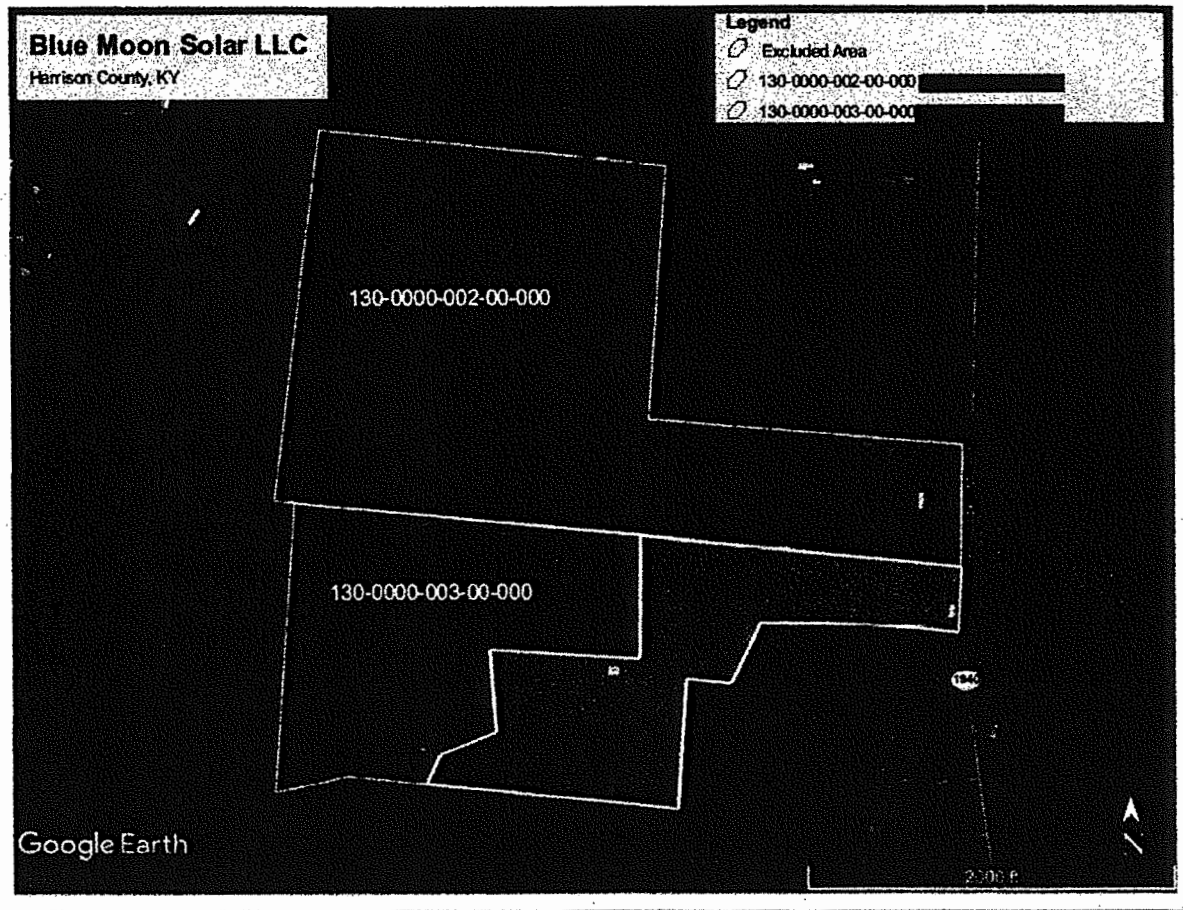


SJH  
BH

**Exhibit B**

**Grantee Parcel**

The Grantee Parcel is comprised of Parcel ID No. 130-0000-002-00-000 containing approximately 113.9 acres and Parcel ID No. 130-0000-003-00-000 containing approximately 89.9 acres both located at 858 KY Hwy 1940, Cynthiana, KY 41031 as shown on the map below.



SSH  
BH

Exhibit C

Utility Easement Area



SJH

BH

**Exhibit D**

Access Easement Area



SJH

BH

**Exhibit E**

Easement Fee

**DO NOT RECORD THIS EXHIBIT.**

This Exhibit E shall be made a part of that certain Access and Utility Easement by and among Sarah Jane Haley and husband Barry Wayne Haley and Blue Moon Solar LLC dated as of October 15, 2019.

Grantee shall pay to Grantor the following amounts in consideration for the Easement (the "Easement Fee"):

After Recording Mail to:  
Kilpatrick Townsend & Stockton LLP (JCL)  
4208 Six Forks Road, Suite 1400  
Raleigh, NC 27609

### ACCESS AND UTILITY EASEMENT

THIS ACCESS AND UTILITY EASEMENT ("Easement") is made and entered into as of this <sup>25<sup>th</sup></sup> day of Feb, 2020 (the "Effective Date") by and between **Kent S. Bradford and Mary Beth Bradford, his wife** ("Grantor"), and **Blue Moon Solar LLC**, a Kentucky limited liability company, ("Grantee"). Grantor and Grantee are sometimes individually referred to herein as a "party" and collectively referred to herein as the "parties."

#### WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that certain parcel of land located in Harrison County, Kentucky being more particularly identified as Tax Parcel No. 130-0000-003-01-000 and further described on Exhibit A attached hereto and incorporated herein by reference (the "Grantor Parcel");

and

WHEREAS, Grantee desires certain easements permitting Grantee to access, construct, operate, and maintain certain facilities on a portion of the Grantor Parcel.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Utility and Access Easement:

(a) Utility Easement. Grantor hereby grants and conveys unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, a perpetual, 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 "Utility Easement Area") for the installation, maintenance, repair, replacement, and removal of: underground and above-ground power and telecommunication lines and all infrastructure and facilities associated therewith including, but not limited to, collector station, poles, towers, foundations, wires, conduits, ducts, switches, transformers, and other structures and apparatus necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines and communication circuits, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication, and other purposes, together with their strengthening supports, sufficient foundations and supports, to connect the electrical or energy generating facility, and other underground and above-ground fixtures, appliances and appurtenances connected therewith (collectively, "Grantee's Facilities"). Without limiting the generality of the foregoing, such easement shall include, without limitation, the right to transmit electricity over said wires, cables, or apparatus and through the collector station to a substation on the Grantor Parcel and to clear and keep the Utility Easement Area cleared of trees, undergrowth, and all other obstructions by any lawful means, and to construct any protective measures desired within the Utility Easement Area.



(b) Temporary Construction Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, an exclusive right, privilege, and easement over and across the Grantor Parcel for use by Grantee, its successors and assigns for access to and for construction, maintenance, repair, replacement, and removal of roadway, utility and related improvements upon the Utility Easement Area from time to time. The easement herein conveyed includes, but is not limited to, the right and privilege by Grantee to go onto and to access the Grantor Parcel with vehicles, heavy equipment, machinery, construction supplies, and building materials in order to construct, maintain, repair, replace and remove a roadway, utilities and related improvements within the Utility Easement Area. Following the construction activities described above, Grantee shall reasonably restore property disturbed by the construction activities outside the Utility Easement Area, including reseeding and stabilizing such areas.

(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), to and from 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.

2. No Barriers. No barriers, fences, or other obstructions shall be erected by Grantor within the Easement Area so as to unreasonably interfere with the free flow of pedestrian and vehicular traffic or to unreasonably interfere with the utilities placed within the Easement Area.

3. Construction Standards; Maintenance. Grantee has visited and inspected the Easement Area and, for purposes of this Easement, accepts the same in its "AS IS", "WHERE IS", "WITH ALL FAULTS" condition. Grantee acknowledges that no representations or warranties, express or implied, have been made to Grantee as to the condition of the Easement Area. Grantee shall perform all of its construction work at no expense to Grantor. The parties acknowledge that, during the initial construction of their respective facilities, Grantor and Grantee may simultaneously construct and improve their respective facilities on the Grantor Parcel, and, therefore, the parties agree that both parties must be able to use the access road located within the Access Easement Area at all times for access to their respective

facilities, and neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Utility Easement Area, as applicable, and/or such party's use of the access road. Either party shall give not fewer than two (2) days prior notice (which may be telephonic or by electronic mail) to the other party of the date when any of Grantee's construction work is to commence. Grantee will use commercially reasonable efforts to provide notice (which may be telephone or electronic mail) to Grantor prior to Grantee's entry onto the Grantor Parcel in connection with any maintenance of the Utility Easement Area. Notwithstanding the foregoing, no such notice shall be required the event of an emergency. Notwithstanding the foregoing, the parties shall act in good faith to coordinate the construction of their respective facilities in a timely manner (including requests by Grantee to use portions of the Grantor Parcel located outside of the Easement Area temporarily for (1) construction related activities and (2) for any future maintenance or improvement activities). . The parties agree that in areas where the Easement Area runs along the property line, the Grantee's Facilities within the Easement Area will be located as close as commercially reasonable to the current southern property line existing as of the Effective Date and as shown on **Exhibit B**. After completion of the initial construction, neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Utility Easement Area, as applicable, and/or such party's use of the access road. Grantee shall be responsible for obtaining, at its own expense, the requisite approvals and permits for the construction work from any appropriate governmental authorities. Grantee shall be responsible for any taxes or assessments levied for or as a result of the Grantee's Facilities or other future improvements placed on the Easement Area by, or at the request of, Grantee. Grantee shall maintain its facilities located in the Easement Area at Grantee's sole cost and expense.

4. **Easement Fees.** In consideration of the Easements and other rights granted by the Grantor to the Grantee in this Agreement, Grantee shall pay Grantor the amount(s) set forth in the **Exhibit E** attached hereto. The parties hereby agree that Grantee shall omit or remove **Exhibit E** from the original of the Agreement that is submitted for recordation in the Official Records (defined below). Grantor shall treat the information as confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be give or withheld in Grantee's sole and absolute discretion.

5. **Liens.** Grantor shall not suffer or permit the Easement Area to be encumbered by any lien or encumbrance that has priority over this Easement. Grantor shall provide to Grantee a subordination, non-disturbance, and attornment agreement ("**SNDA**") from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Grantor Parcel or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Grantee's rights under this Agreement in form and substance acceptable to Grantee. If any mechanic's or materialmen's lien is filed against the Easement Area or the Grantor Parcel as a result of claims made by, against, through, or under Grantee (each a "**Grantee Lien**"), Grantee shall cause the same to be cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof. If Grantee shall fail to discharge or contest a Grantee Lien within said time period, then Grantor may at its election, in addition to any other right or remedy available to Grantor, discharge the Grantee Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantor acts to discharge or secure the Grantee Lien, then Grantee shall reimburse Grantor for all reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) of Grantor involving such lien within thirty (30) days after written notice from Grantor. Grantee shall give Grantor written notice within seven (7) days of receipt of notice of any such Grantee Lien.

6. **Breach; No Waiver.** The terms and conditions of this Easement shall be enforceable by either party (or its permitted successors or permitted assigns), by actions for specific performance or injunction, in addition to any other remedies available at law. No delay or omission by any party in exercising any right or power accruing upon any noncompliance or failure of performance by the other

party under the provisions of this Easement shall impair any such right or power or be construed to be a waiver thereof.

7. No Public Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication to the general public or for any public use or purpose whatsoever or be deemed to create any rights or benefits in favor of any municipality, public authority, or official thereof, it being the intention of the parties hereto that this Easement be for the exclusive benefit of the parties and those claiming under them.

8. Termination. Grantee may terminate this Easement at any time by giving Grantor at least one (1) month's prior written notice. Additionally, Grantor shall have the right to terminate this Easement if, during any time period that is after the forty-fifth (45<sup>th</sup>) anniversary of the Effective Date, Grantee fails to operate Grantee's Facilities to send electricity or energy through the Utility Easement Area to a substation or electric wires on the Grantor Parcel for sixty (60) consecutive months, except to the extent that said failure is the result of the need for repairs or maintenance to Grantee's Facilities or Force Majeure. "Force Majeure" means fire, earthquake, flood or other casualty or accident; strikes or labor disputes; war, civil strife or other violence, any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility, or any other act or condition beyond the reasonable control of Grantee. Except as provided herein, no act or failure to act on the part of Grantee or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, and shall not impair, terminate or otherwise affect the validity or effectiveness of such Easement, except upon recordation by such holder of a quitclaim deed specifically conveying such Easement back to Grantor. Nonuse of any the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed.

On the termination of this Easement, Grantee shall peaceably and quietly leave, surrender and return the Easement Area to Grantor in good condition and repair, and Grantee shall restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted), at Grantee's sole cost and expense. Subject to the rights of Grantor, Grantee agrees and hereby covenants to, within one hundred eighty (180) days from the date of termination: (i) dismantle and remove all equipment, improvements, fixtures, and other property owned or installed by Grantee on the Easement Area and (ii) restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted). Grantor shall provide Grantee access to the Grantor Parcel during such one hundred eighty (180) day period as reasonably necessary to effectuate such dismantling, removal, and restoration. Upon the termination of this Easement and at the request of either party, the parties shall enter into an instrument terminating this Easement (in recordable form) and such instrument shall be recorded with the Harrison County, Kentucky Register of Deeds (the "Official Records").

9. Relationship of Parties. Nothing contained in this Easement shall be construed to make the parties partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

10. Modification. This Easement may be modified, amended, or canceled only by written instrument executed by all parties in interest at the time of such amendment and recorded in the Official Records.

11. Benefits and Burdens Running with the Grantor Parcel. Grantor covenants with Grantee that Grantor is seized of the Grantor Parcel in fee simple, has the right to convey these easements, that title is marketable and free and clear of all encumbrances except those of record, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever. The benefits and

burdens, rights and obligations, easements and restrictions created by this Easement shall run with and burden and be binding upon the Grantor Parcel in perpetuity and shall inure to the benefit of and be binding upon the parties and those claiming by, through, or under them. The covenants, agreements, terms, provisions, and conditions of this Easement shall bind and benefit the successors in interest of the parties hereto with the same effect as if mentioned in each instance when a party hereto is named or referred to, it being understood and agreed that upon any transfer of ownership of all or any part of any of the parcels, each such successor in interest shall thereupon and thereafter assume, and perform and observe, any and all of the obligations of its predecessors in interest under this Easement.

12. Assignment and Transfer. The easement rights set forth in this Easement may be assigned by Grantee, in whole or in part. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Grantor and Grantee and their respective legal representatives, successors and assigns.

13. Exclusivity. Grantor may not grant rights within the Easement Area to any other party; provided, however, Grantor shall not be precluded from transferring its ownership interest in the Grantor Parcel, provided that such transfer is made subject to this Easement.

14. Notice. Any notice, demand, and other communications hereunder shall be in writing and shall be deemed properly given if served personally on the party to whom notice is to be given, or if mailed to the party to whom notice is to be given by (i) first class mail, postage prepaid, registered or certified, return receipt requested, or (ii) by nationally recognized overnight courier, addressed to the party to whom notice is to be given at the address set forth below and naming the individuals hereinafter set forth (as applicable). Any notice, demand, and other communications hereunder shall be deemed received upon actual receipt or refusal thereof. Either party may change its address and/or the names of such individuals for purposes hereof by giving the other party notice of the new address in the manner described herein.

Grantor: Kent and Mary Beth Bradford

Grantee: Blue Moon Solar LLC  
7804 C Fairview Rd. #257  
Charlotte, NC 28226  
Attn: Juergen Fehr

15. No Strict Construction. The rule of strict construction does not apply to the grant of the easements contained herein. These grants shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easements shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.

16. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

17. Estoppel. Each party hereto shall from time to time as requested by the other party execute and deliver to the requesting party (or to a party designated), within fifteen (15) days of demand

therefor, a written statement which shall confirm that there is no default under this Easement (or specifying any default) and which shall contain such other information or confirmations as may reasonably be required.

18. Miscellaneous. This Easement shall be construed under Kentucky law and supersedes all prior agreements and memoranda with respect to the subject matter hereof. The captions and headings are used only as a matter of convenience and are not to be considered a part of this Easement or to be used in determining the intent of the parties. All recitals contained at the beginning of this Easement are an integral part of this Easement and are fully incorporated into the body of this Easement. If any provision of this Easement shall be declared invalid or unenforceable, the remainder of this Easement shall continue in full force and effect. In any litigation arising out of this Easement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all trial and appellate levels and post-judgment proceedings. As used in this Easement: (i) the term "reasonable attorneys' fees" and any similar phrases shall mean the fees actually incurred at standard hourly rates; and (ii) the term "prevailing party" shall mean the party that obtains the principal relief it has sought, whether by compromise, settlement, or judgment. If the party that commenced or instituted the action, suit, or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party. Time is of the essence in this Easement. The persons executing this Easement on behalf of Grantor and Grantee warrant and represent that each of them is duly authorized to enter into this Easement, to grant the rights granted under this Easement, and that this Easement constitutes the valid and binding obligations of Grantor and Grantee, respectively, enforceable against Grantor and Grantee in accordance with its terms.

19. No Interference with Easements. Grantor's activities and any grant of rights Grantor makes to any person or entity, whether located on the Grantor Parcel or elsewhere, shall not, currently or in the future, impede or interfere with the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Grantee's Facilities, whether located on the Grantor Parcel or elsewhere, or the exercise of Grantee's rights of access pursuant to this Easement. In furtherance of, but not in any way in limitation of the generality of the foregoing, Grantee and Grantor agree as follows:

(a) Grantee shall have the right, from time to time, to clear and to keep clear the Easement Area and the real property affected thereby, free from explosives, buildings, structures, equipment, trees, vines, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences, and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of the Easement and the Easement Area and every part thereof.

(b) In addition to the right of the Grantee to remove trees from the Easement Area, Grantee shall also have the right to trim or top and to keep trimmed or topped any and all trees and brush within the Utility Easement Area, and any and all trees and brush on the Grantor Parcel along each side of the Utility Easement Area, which now or hereafter in the judgment of Grantee shall be reasonably necessary for the proper construction, operation and maintenance of Grantee's Facilities, or as Grantee deems necessary to comply with applicable state or federal regulations.

(c) Grantor shall not exercise or authorize or permit the exercise of any surface or sub-surface rights affecting the Easement Area, including, without limitation, mineral, gas and oil resources, which might damage Grantee's Facilities or interfere or endanger in any material respect Grantee's use of the Easement. Grantor shall not deposit or

permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on the Easement Area, or so near thereto as to constitute, in the reasonable opinion of Grantee, a menace or danger to Grantee's Facilities. Grantor shall not increase or decrease the ground surface elevations nor allow the ground surface elevations to be increased or decreased in any manner within the Utility Easement Area, nor shall the ground within the Utility Easement Area be penetrated in any manner to a depth in excess of eighteen inches (18") without the prior written consent of Grantee.

(d) Grantor may use Easement Area for its own purposes so long as such uses do not interfere with Grantee's full enjoyment of the rights granted to Grantee under this Easement or damage any of Grantee's Facilities.

20. Indemnification. Grantee shall indemnify, defend, and save harmless Grantor, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantor Parcel, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantee (or any officer, director, employee, agent, or contractor of Grantee); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantor (or any officer, director, employee, agent, or contractor of Grantor), then Grantee's indemnification, defense, and save harmless obligations shall not be applicable. Grantor shall indemnify, defend, and save harmless Grantee, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantee Facilities, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantor (or any officer, director, employee, agent, or contractor of Grantor); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantee (or any officer, director, employee, agent, or contractor of Grantee), then Grantor's indemnification, defense, and save harmless obligations shall not be applicable. The provisions of this Section 20 shall survive the expiration or termination of this Easement.

21. Improvements. All Grantee's Facilities constructed or placed upon the Utility Easement Area by or on behalf of Grantee shall at all times remain the property of Grantee, and Grantor shall have no right, title or interest therein, whether or not such property shall be permanently affixed to the real estate. All Grantee's Facilities constructed or placed upon the Utility Easement Area by or on behalf of Grantee may be removed, repaired, altered or replaced by Grantee at any time; and some or all of the Grantee's Facilities, as determined by Grantee, may be owned jointly among all Grantee entities or by individual Grantee entities. All road facilities and other improvements that Grantee constructs, installs or places within the Access Easement Area shall be entirely at Grantee's expense.

22. Mortgagee Protection. Grantee shall have the right, without Grantor's prior consent or approval, at any time and from time to time, to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Easement, the Easement Area, or the Grantee's Facilities (holders of these various security interests are referred to as "Mortgagees") provided, in no event will such assignment, encumbrance or grant encumber Grantor's underlying fee interest in the Grantor Parcel. No liability for the performance of Grantee's obligations under this Easement shall attach

to or be imposed upon any Mortgagee, unless such Mortgagee forecloses its interest and becomes the grantee under this Easement, following which the liability shall attach only during the term such Mortgagee directly holds the interest of the grantee under this Easement. A 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 Mortgagee, 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. If this Easement is terminated or rejected in connection with a bankruptcy, insolvency, winding up or similar occurrence with respect to Grantee, then Grantor shall give prompt notice thereof to the Mortgagee. Grantor shall, upon written request of Mortgagee, enter a new easement agreement with the Mortgagee or its designee, within thirty (30) days after receipt of such request. Such new easement agreement shall be effective as of the date of such rejection, disaffirmation or termination, and shall be upon the same terms, covenants, conditions and agreements as contained in this Agreement; and, until such time as such new agreement is executed and delivered, Mortgagee or its designee may enter, use and enjoy the Easement Area and conduct operations thereon as if this Easement were still in effect. As a condition to the execution of such new easement agreement, the Mortgagee or its designee shall (i) pay Grantor any amounts which are due Grantor from Grantee; (ii) pay Grantor any and all amounts which would have been due under this Easement had it not been terminated, from the date of termination to the date of the new agreement; and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Easement to be performed by Grantee, to the extent that Grantee failed to perform the same prior to execution and delivery of the new agreement.

*[Signature Page to Easement Follows]*

IN WITNESS WHEREOF, the undersigned has executed this Easement as of the date first above written.

GRANTOR:

Kent Bradford  
Kent Bradford

Mary Beth Bradford  
Mary Beth Bradford

STATE OF Kentucky  
COUNTY OF Harrison

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, 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);

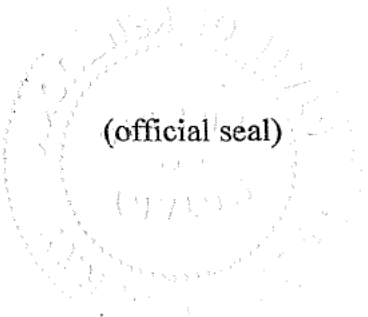
each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

<u>Name</u>	<u>Capacity</u>
Kent Bradford and Mary Beth Bradford	Individually

Date: 2 - 25 - 2020

Kelli Co Newberry  
Kelli Co Newberry, Notary Public  
(print name)

My commission expires: 2 - 23 - 21



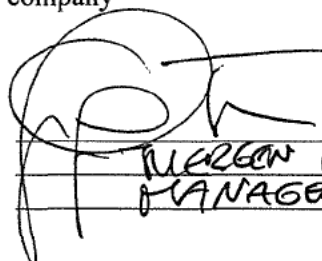
[Signature Page to Easement]



**GRANTEE:**

Blue Moon Solar LLC, a Kentucky limited liability company

By:  
Name:  
Title:

  
\_\_\_\_\_  
JÜRGEN FEHR  
\_\_\_\_\_  
MANAGER

STATE OF North Carolina  
COUNTY OF Mecklenburg

I, Brett Moulton, a Notary Public of the State aforesaid, certify that Jürgen Fehr, as Manager of Blue Moon Solar LLC, a Kentucky limited liability company, personally appeared before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing Easement was signed in its name by him in such capacity.

WITNESS my hand and official stamp or seal, this the 9 day of March, 2020



[AFFIX NOTARIAL STAMP OR SEAL]



Signature of Notary Public

Brett Moulton

Printed Name of Notary Public

My Commission Expires: June 6, 2022

This Instrument Prepared By:

Brian D. Zoeller, Esq.  
Frost Brown Todd LLC  
400 W Market Street, Suite 3200  
Louisville, KY 40202  
502-779-8717

**Exhibit A**

Grantor Parcel

That certain real property located in Harrison County, Kentucky identified by Tax Parcel No. 130-0000-003-01-000 as further described below:

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 James L. Sizemore and Patsy C. Sizemore, husband and wife by deed dated May 1, 1978 of record in Deed Book 151, Page 351 in the Harrison County Clerk's Office.

**Exhibit B**

Utility Easement Area

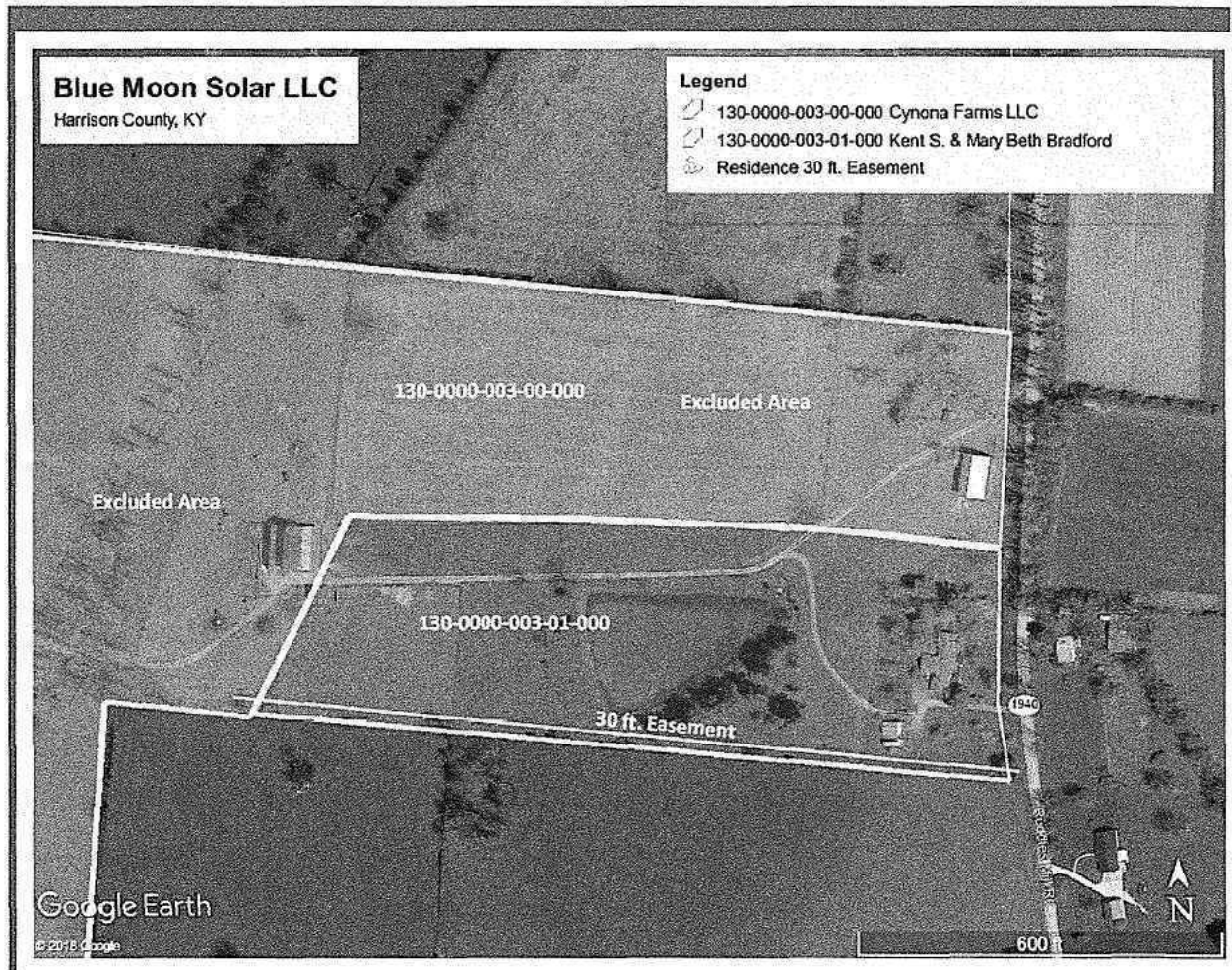
[insert legal description and plat of Utility Easement Area prepared by a surveyor, and delete below map]



**Exhibit C**

Access Easement Area

[insert legal description and plat of Access Easement Area prepared by a surveyor, and delete below map]



**Exhibit D**

[Intentionally Omitted]

**Exhibit E**

Easement Fee

**DO NOT RECORD THIS EXHIBIT.**

This Exhibit E shall be made a part of that certain Access and Utility Easement by and among Kent S. Bradford and Mary Beth Bradford, his wife ("**Grantor**") and Blue Moon Solar LLC ("**Grantee**") dated as of March 9, 2020 (the "**Easement**").

Grantee shall pay to Grantor the following amounts in consideration for the Easement (the "**Easement Fee**"):

After Recording Mail to:  
Kilpatrick Townsend & Stockton LLP (JCL)  
4208 Six Forks Road, Suite 1400  
Raleigh, NC 27609

### ACCESS AND UTILITY EASEMENT

THIS ACCESS AND UTILITY EASEMENT ("Easement") is made and entered into as of this 25<sup>th</sup> day of Feb, 2020 (the "Effective Date") by and between **Cynona Farms, LLC**, a Kentucky limited liability company ("Grantor"), and **Blue Moon Solar LLC**, a Kentucky limited liability company, ("Grantee"). Grantor and Grantee are sometimes individually referred to herein as a "party" and collectively referred to herein as the "parties."

#### WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that certain parcel of land located in Harrison County, Kentucky being more particularly identified as Tax Parcel No. 130-0000-003-00-000 and further described on Exhibit A attached hereto and incorporated herein by reference (the "Grantor Parcel");

WHEREAS, Grantee and Grantor entered into that certain Solar Ground Lease Agreement dated 25 Feb, 2020 (the "Lease"), for a portion of the Grantor Parcel (together with other real property owned by Grantor) located in Harrison County, Kentucky being more particularly identified as all or a portion of Tax Parcel Nos. 130-0000-002-00-000, 130-0000-003-00-000 and 116-0000-011-02-000 and further described on Exhibit B attached hereto and incorporated herein by reference (the "Grantee Parcel"); and

WHEREAS, Grantee desires certain easements permitting Grantee to access, construct, operate, and maintain certain facilities on a portion of the Grantor Parcel.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Utility and Access Easement:

(a) Utility Easement. Grantor hereby grants and conveys unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, a perpetual, 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 "Utility Easement Area") for the installation, maintenance, repair, replacement, and removal of: underground and above-ground power and telecommunication lines and all infrastructure and facilities associated therewith including, but not limited to, collector station, poles, towers, foundations, wires, conduits, ducts, switches, transformers, and other structures and apparatus necessary or convenient for the construction, operation, regulation, control, grounding and maintenance of electric lines and communication circuits, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication, and other purposes, together with their strengthening supports, sufficient foundations and supports, to connect the electrical or energy generating facility contemplated to be constructed by Grantee now or in the future on the Grantee Parcel, and other underground and above-ground fixtures, appliances and appurtenances connected therewith (collectively, "Grantee's Facilities"). Without limiting the generality

of the foregoing, such easement shall include, without limitation, the right to transmit electricity over said wires, cables, or apparatus and to clear and keep the Utility Easement Area cleared of trees, undergrowth, and all other obstructions by any lawful means, and to construct any protective measures desired within the Utility Easement Area.

(b) Temporary Construction Easement. Grantor hereby grants unto Grantee (and Grantee's employees, contractors, agents, permitted successors, and permitted assigns), and Grantee hereby accepts from Grantor, an exclusive right, privilege, and easement over and across the Grantor Parcel for use by Grantee, its successors and assigns for access to and for construction, maintenance, repair, replacement, and removal of roadway, utility and related improvements upon the Utility Easement Area from time to time. The easement herein conveyed includes, but is not limited to, the right and privilege by Grantee to go onto and to access the Grantor Parcel with vehicles, heavy equipment, machinery, construction supplies, and building materials in order to construct, maintain, repair, replace and remove a roadway, utilities and related improvements within the Utility Easement Area. Following the construction activities described above, Grantee shall reasonably restore property disturbed by the construction activities outside the Utility Easement Area, including reseeded and stabilizing such areas.

(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 D 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), to and from 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.

2. No Barriers. No barriers, fences, or other obstructions shall be erected by Grantor within the Easement Area so as to unreasonably interfere with the free flow of pedestrian and vehicular traffic or to unreasonably interfere with the utilities placed within the Easement Area.

3. Construction Standards; Maintenance. Grantee has visited and inspected the Easement Area and, for purposes of this Easement, accepts the same in its "AS IS", "WHERE IS", "WITH ALL FAULTS" condition. Grantee acknowledges that no representations or warranties, express or implied, have been made to Grantee as to the condition of the Easement Area. Grantee shall perform all of its



construction work at no expense to Grantor. The parties acknowledge that, during the initial construction of their respective facilities, Grantor and Grantee may simultaneously construct and improve their respective facilities on the Grantor Parcel, and, therefore, the parties agree that both parties must be able to use the access road located within the Access Easement Area at all times for access to their respective facilities, and neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Utility Easement Area, as applicable, and/or such party's use of the access road. Either party shall give not fewer than two (2) days prior notice (which may be telephonic or by electronic mail) to the other party of the date when any of Grantee's construction work is to commence. Grantee will use commercially reasonable efforts to provide notice (which may be telephone or electronic mail) to Grantor prior to Grantee's entry onto the Grantor Parcel in connection with any maintenance of the Utility Easement Area. Notwithstanding the foregoing, no such notice shall be required the event of an emergency. Notwithstanding the foregoing, the parties shall act in good faith to coordinate the construction of their respective facilities in a timely manner (including requests by Grantee to use portions of the Grantor Parcel located outside of the Easement Area temporarily for (1) construction related activities and (2) for any future maintenance or improvement activities). After completion of the initial construction, neither party may unreasonably obstruct or interfere with the other party's access to the Grantor Parcel or Utility Easement Area, as applicable, and/or such party's use of the access road. Grantee shall be responsible for obtaining, at its own expense, the requisite approvals and permits for the construction work from any appropriate governmental authorities. Grantee shall be responsible for any taxes or assessments levied for or as a result of the Grantee's Facilities or other future improvements placed on the Easement Area by, or at the request of, Grantee. Grantee shall maintain its facilities located in the Easement Area at Grantee's sole cost and expense.

4. Easement Fees. In consideration of the Easements and other rights granted by the Grantor to the Grantee in this Agreement, Grantee shall pay Grantor the amount(s) set forth in the Exhibit E attached hereto. The parties hereby agree that Grantee shall omit or remove Exhibit E from the original of the Agreement that is submitted for recordation in the Official Records. Grantor shall treat the information as confidential, proprietary information of Grantee, which may not be disclosed by Grantor to any person or entity at any time without the prior written consent of the Grantee, which may be give or withheld in Grantee's sole and absolute discretion.

5. Liens. Grantor shall not suffer or permit the Easement Area to be encumbered by any lien or encumbrance that has priority over this Easement. Grantor shall provide to Grantee a subordination, non-disturbance, and attornment agreement ("SNDA") from any and all current beneficiaries of mortgages/deeds of trust, or any other holders of liens on the Grantor Parcel or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Grantee's rights under this Agreement in form and substance acceptable to Grantee. If any mechanic's or materialmen's lien is filed against the Easement Area or the Grantor Parcel as a result of claims made by, against, through, or under Grantee (each a "Grantee Lien"), Grantee shall cause the same to be cancelled, discharged, or bonded over of record within twenty (20) days after receipt of notice thereof. If Grantee shall fail to discharge or contest a Grantee Lien within said time period, then Grantor may at its election, in addition to any other right or remedy available to Grantor, discharge the Grantee Lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Grantor acts to discharge or secure the Grantee Lien, then Grantee shall reimburse Grantor for all reasonable sums paid and all costs and expenses (including reasonable attorneys' fees) of Grantor involving such lien within thirty (30) days after written notice from Grantor. Grantee shall give Grantor written notice within seven (7) days of receipt of notice of any such Grantee Lien.

6. Breach; No Waiver. The terms and conditions of this Easement shall be enforceable by either party (or its permitted successors or permitted assigns), by actions for specific performance or injunction, in addition to any other remedies available at law. No delay or omission by any party in

exercising any right or power accruing upon any noncompliance or failure of performance by the other party under the provisions of this Easement shall impair any such right or power or be construed to be a waiver thereof.

7. No Public Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication to the general public or for any public use or purpose whatsoever or be deemed to create any rights or benefits in favor of any municipality, public authority, or official thereof, it being the intention of the parties hereto that this Easement be for the exclusive benefit of the parties and those claiming under them.

8. Termination. Grantee may terminate this Easement at any time by giving Grantor at least one (1) month's prior written notice. Additionally, Grantor shall have the right to terminate this Easement if, during any time period that is after the forty-fifth (45<sup>th</sup>) anniversary of the Effective Date, Grantee fails to operate Grantee's Facilities to send electricity or energy through the Utility Easement Area to a substation or electric wires on the Grantor Parcel for sixty (60) consecutive months, except to the extent that said failure is the result of the need for repairs or maintenance to Grantee's Facilities or Force Majeure. "Force Majeure" means fire, earthquake, flood or other casualty or accident; strikes or labor disputes; war, civil strife or other violence, any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility, or any other act or condition beyond the reasonable control of Grantee. Except as provided herein, no act or failure to act on the part of Grantee or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, and shall not impair, terminate or otherwise affect the validity or effectiveness of such Easement, except upon recordation by such holder of a quitclaim deed specifically conveying such Easement back to Grantor. Nonuse of any the Easement shall not prevent the future use of the entire scope thereof in the event the same is needed.

On the termination of this Easement, Grantee shall peaceably and quietly leave, surrender and return the Easement Area to Grantor in good condition and repair, and Grantee shall restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted), at Grantee's sole cost and expense. Subject to the rights of Grantor, Grantee agrees and hereby covenants to, within one hundred eighty (180) days from the date of termination: (i) dismantle and remove all equipment, improvements, fixtures, and other property owned or installed by Grantee on the Easement Area and (ii) restore the Easement Area to substantially its original condition (reasonable wear and tear and damage by condemnation or casualty excepted). Grantor shall provide Grantee access to the Grantor Parcel during such one hundred eighty (180) day period as reasonably necessary to effectuate such dismantling, removal, and restoration. Upon the termination of this Easement and at the request of either party, the parties shall enter into an instrument terminating this Easement (in recordable form) and such instrument shall be recorded with the Harrison County, Kentucky Register of Deeds (the "Official Records").

9. Relationship of Parties. Nothing contained in this Easement shall be construed to make the parties partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

10. Modification. This Easement may be modified, amended, or canceled only by written instrument executed by all parties in interest at the time of such amendment and recorded in the Official Records.

11. Benefits and Burdens Running with the Grantor Parcel. Grantor covenants with Grantee that Grantor is seized of the Grantor Parcel in fee simple, has the right to convey these easements, that title is marketable and free and clear of all encumbrances except those of record, and that Grantor will

warrant and defend the title against the lawful claims of all persons whomsoever. The benefits and burdens, rights and obligations, easements and restrictions created by this Easement shall run with and burden and be binding upon the Grantor Parcel in perpetuity and shall inure to the benefit of and be binding upon the parties and those claiming by, through, or under them. The covenants, agreements, terms, provisions, and conditions of this Easement shall bind and benefit the successors in interest of the parties hereto with the same effect as if mentioned in each instance when a party hereto is named or referred to, it being understood and agreed that upon any transfer of ownership of all or any part of any of the parcels, each such successor in interest shall thereupon and thereafter assume, and perform and observe, any and all of the obligations of its predecessors in interest under this Easement.

12. Assignment and Transfer. The easement rights set forth in this Easement may be assigned by Grantee, in whole or in part. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Grantor and Grantee and their respective legal representatives, successors and assigns.

13. Exclusivity. Grantor may not grant rights within the Easement Area to any other party; provided, however, Grantor shall not be precluded from transferring its ownership interest in the Grantor Parcel, provided that such transfer is made subject to this Easement.

14. Notice. Any notice, demand, and other communications hereunder shall be in writing and shall be deemed properly given if served personally on the party to whom notice is to be given, or if mailed to the party to whom notice is to be given by (i) first class mail, postage prepaid, registered or certified, return receipt requested, or (ii) by nationally recognized overnight courier, addressed to the party to whom notice is to be given at the address set forth below and naming the individuals hereinafter set forth (as applicable). Any notice, demand, and other communications hereunder shall be deemed received upon actual receipt or refusal thereof. Either party may change its address and/or the names of such individuals for purposes hereof by giving the other party notice of the new address in the manner described herein.

Grantor: Cynona Farms LLC

Grantee: Blue Moon Solar LLC  
7804 C Fairview Rd. #257  
Charlotte, NC 28226  
Attn: Juergen Fehr

15. No Strict Construction. The rule of strict construction does not apply to the grant of the easements contained herein. These grants shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easements shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.

16. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

17. Estoppel. Each party hereto shall from time to time as requested by the other party execute and deliver to the requesting party (or to a party designated), within fifteen (15) days of demand therefor, a written statement which shall confirm that there is no default under this Easement (or specifying any default) and which shall contain such other information or confirmations as may reasonably be required.

18. Miscellaneous. This Easement shall be construed under Kentucky law and supersedes all prior agreements and memoranda with respect to the subject matter hereof. The captions and headings are used only as a matter of convenience and are not to be considered a part of this Easement or to be used in determining the intent of the parties. All recitals contained at the beginning of this Easement are an integral part of this Easement and are fully incorporated into the body of this Easement. If any provision of this Easement shall be declared invalid or unenforceable, the remainder of this Easement shall continue in full force and effect. In any litigation arising out of this Easement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all trial and appellate levels and post-judgment proceedings. As used in this Easement: (i) the term "reasonable attorneys' fees" and any similar phrases shall mean the fees actually incurred at standard hourly rates; and (ii) the term "prevailing party" shall mean the party that obtains the principal relief it has sought, whether by compromise, settlement, or judgment. If the party that commenced or instituted the action, suit, or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party. Time is of the essence in this Easement. The persons executing this Easement on behalf of Grantor and Grantee warrant and represent that each of them is duly authorized to enter into this Easement, to grant the rights granted under this Easement, and that this Easement constitutes the valid and binding obligations of Grantor and Grantee, respectively, enforceable against Grantor and Grantee in accordance with its terms.

19. No Interference with Easements. Grantor's activities and any grant of rights Grantor makes to any person or entity, whether located on the Grantor Parcel or elsewhere, shall not, currently or in the future, impede or interfere with the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Grantee's Facilities, whether located on the Grantor Parcel or elsewhere, or the exercise of Grantee's rights of access pursuant to this Easement. In furtherance of, but not in any way in limitation of the generality of the foregoing, Grantee and Grantor agree as follows:

(a) Grantee shall have the right, from time to time, to clear and to keep clear the Easement Area and the real property affected thereby, free from explosives, buildings, structures, equipment, trees, vines, brush, combustible materials and any and all other obstructions of any kind, including, but not in any way in limitation of the generality of the foregoing, swimming pools and appurtenances, fences, and the parking of automobiles, trucks or other mechanical equipment, for protection from fire and other hazards and from interference with ingress and egress and with the unobstructed use of the Easement and the Easement Area and every part thereof.

(b) In addition to the right of the Grantee to remove trees from the Easement Area, Grantee shall also have the right to trim or top and to keep trimmed or topped any and all trees and brush within the Utility Easement Area, and any and all trees and brush on the Grantor Parcel along each side of the Utility Easement Area, which now or hereafter in the judgment of Grantee shall be reasonably necessary for the proper construction, operation and maintenance of Grantee's Facilities, or as Grantee deems necessary to comply with applicable state or federal regulations.

(c) Grantor shall not exercise or authorize or permit the exercise of any surface or sub-surface rights affecting the Easement Area, including, without limitation, mineral,

gas and oil resources, which might damage Grantee's Facilities or interfere or endanger in any material respect Grantee's use of the Easement. Grantor shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on the Easement Area, or so near thereto as to constitute, in the reasonable opinion of Grantee, a menace or danger to Grantee's Facilities. Grantor shall not increase or decrease the ground surface elevations nor allow the ground surface elevations to be increased or decreased in any manner within the Utility Easement Area, nor shall the ground within the Utility Easement Area be penetrated in any manner to a depth in excess of eighteen inches (18") without the prior written consent of Grantee.

(d) Grantor may use Easement Area for its own purposes so long as such uses do not interfere with Grantee's full enjoyment of the rights granted to Grantee under this Easement or damage any of Grantee's Facilities.

20. Indemnification. Grantee shall indemnify, defend, and save harmless Grantor, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantor Parcel, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantee (or any officer, director, employee, agent, or contractor of Grantee); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantor (or any officer, director, employee, agent, or contractor of Grantor), then Grantee's indemnification, defense, and save harmless obligations shall not be applicable. Grantor shall indemnify, defend, and save harmless Grantee, its officers, directors, employees, contractors, and agents from and against any and all claims, damages, demands, legal or administrative actions (formal or informal), expenses (including reasonable attorneys' fees and court costs), and liability (whether or not such liability has been judicially determined) for loss of or damage to the Grantee Facilities, the Easement Area, or property of others (including environmental damages and hazardous or toxic waste clean-up) and injuries to or death of all persons, howsoever resulting, on account of or based upon the negligent or willful act or omission of Grantor (or any officer, director, employee, agent, or contractor of Grantor); provided, however, that if the loss of or damage to property, or injury to or death of persons, results from the negligent or willful act of Grantee (or any officer, director, employee, agent, or contractor of Grantee), then Grantor's indemnification, defense, and save harmless obligations shall not be applicable. The provisions of this Section 20 shall survive the expiration or termination of this Easement.

21. Improvements. All Grantee's Facilities constructed or placed upon the Utility Easement Area by or on behalf of Grantee shall at all times remain the property of Grantee, and Grantor shall have no right, title or interest therein, whether or not such property shall be permanently affixed to the real estate. All Grantee's Facilities constructed or placed upon the Utility Easement Area by or on behalf of Grantee may be removed, repaired, altered or replaced by Grantee at any time; and some or all of the Grantee's Facilities, as determined by Grantee, may be owned jointly among all Grantee entities or by individual Grantee entities. All road facilities and other improvements that Grantee constructs, installs or places within the Access Easement Area shall be entirely at Grantee's expense.

22. Mortgagee Protection. Grantee shall have the right, without Grantor's prior consent or approval, at any time and from time to time, to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Easement, the Easement Area, or the Grantee's Facilities (holders of these various security interests are referred to as "Mortgagees") provided,

in no event will such assignment, encumbrance or grant encumber Grantor's underlying fee interest in the Grantor Parcel. No liability for the performance of Grantee's obligations under this Easement shall attach to or be imposed upon any Mortgagee, unless such Mortgagee forecloses its interest and becomes the grantee under this Easement, following which the liability shall attach only during the term such Mortgagee directly holds the interest of the grantee under this Easement. A 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 Mortgagee, 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. If this Easement is terminated or rejected in connection with a bankruptcy, insolvency, winding up or similar occurrence with respect to Grantee, then Grantor shall give prompt notice thereof to the Mortgagee. Grantor shall, upon written request of Mortgagee, enter a new easement agreement with the Mortgagee or its designee, within thirty (30) days after receipt of such request. Such new easement agreement shall be effective as of the date of such rejection, disaffirmation or termination, and shall be upon the same terms, covenants, conditions and agreements as contained in this Agreement; and, until such time as such new agreement is executed and delivered, Mortgagee or its designee may enter, use and enjoy the Easement Area and conduct operations thereon as if this Easement were still in effect. As a condition to the execution of such new easement agreement, the Mortgagee or its designee shall (i) pay Grantor any amounts which are due Grantor from Grantee; (ii) pay Grantor any and all amounts which would have been due under this Easement had it not been terminated, from the date of termination to the date of the new agreement; and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Easement to be performed by Grantee, to the extent that Grantee failed to perform the same prior to execution and delivery of the new agreement.

23. Execution. Grantor and the undersigned person executing this Easement represent and warrant that the undersigned person executing this Easement on behalf of Grantor has due and proper authority to do so and to bind Grantor to this Easement and all terms, covenants and conditions thereof and that this Easement is a legal, valid, and binding obligation of Grantor enforceable in accordance with its terms. If Grantor is a limited liability company, this Easement must be executed by one or more of the authorized manager(s) as evidenced by a copy of the duly filed Articles of Organization (LLC-1), in which event a conformed copy of the filed Articles of Organization (LLC-1) must be attached to this Easement.

*[Signature Page to Easement Follows]*

IN WITNESS WHEREOF, the undersigned has executed this Easement as of the date first above written.

**GRANTOR:**

Cynona Farms, LLC, a Kentucky limited liability company

By: Kent Bradford  
Name: Kent Bradford  
Title: Member Manager

STATE OF Kentucky  
COUNTY OF Harrison

I, Kenn Co. Mulberry, a Notary Public of the State aforesaid, certify that Kent Bradford, as Member Manager of Cynona Farms, LLC, a Kentucky limited liability company, personally appeared before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing Easement was signed in its name by him in such capacity.

WITNESS my hand and official stamp or seal, this the 25<sup>th</sup> day of February, 2020

Kenn Co. Mulberry  
Signature of Notary Public

Kenn Co. Mulberry  
Printed Name of Notary Public

My Commission Expires: 2-23-21

[AFFIX NOTARIAL STAMP OR SEAL]

*[Signature Page to Easement]*

**GRANTEE:**

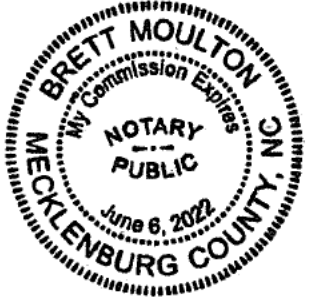
Blue Moon Solar LLC, a Kentucky limited liability company

By:   
Name: JUERGEN FEHR  
Title: MANAGER

STATE OF North Carolina  
COUNTY OF Mecklenburg

I, Brett Moulton, a Notary Public of the State aforesaid, certify that Juergen Fehr, as Manager of Blue Moon Solar LLC, a Kentucky limited liability company, personally appeared before me this day and acknowledged that by authority duly given and as the act of the corporation, the foregoing Easement was signed in its name by him in such capacity.

WITNESS my hand and official stamp or seal, this the 9 day of March, 2020



  
Signature of Notary Public

Brett Moulton  
Printed Name of Notary Public

My Commission Expires: June 6, 2022

[AFFIX NOTARIAL STAMP OR SEAL]

This Instrument Prepared By:  
  
Brian D. Zoeller, Esq.  
Frost Brown Todd LLC  
400 W Market Street, Suite 3200  
Louisville, KY 40202  
502-779-8717



**Exhibit A**

Grantor Parcel

That certain real property located in Harrison County, Kentucky identified by Tax Parcel No. 130-0000-003-00-000 as further described below:

[insert legal description of Grantor Parcel]

**Exhibit B**

Grantee Parcel

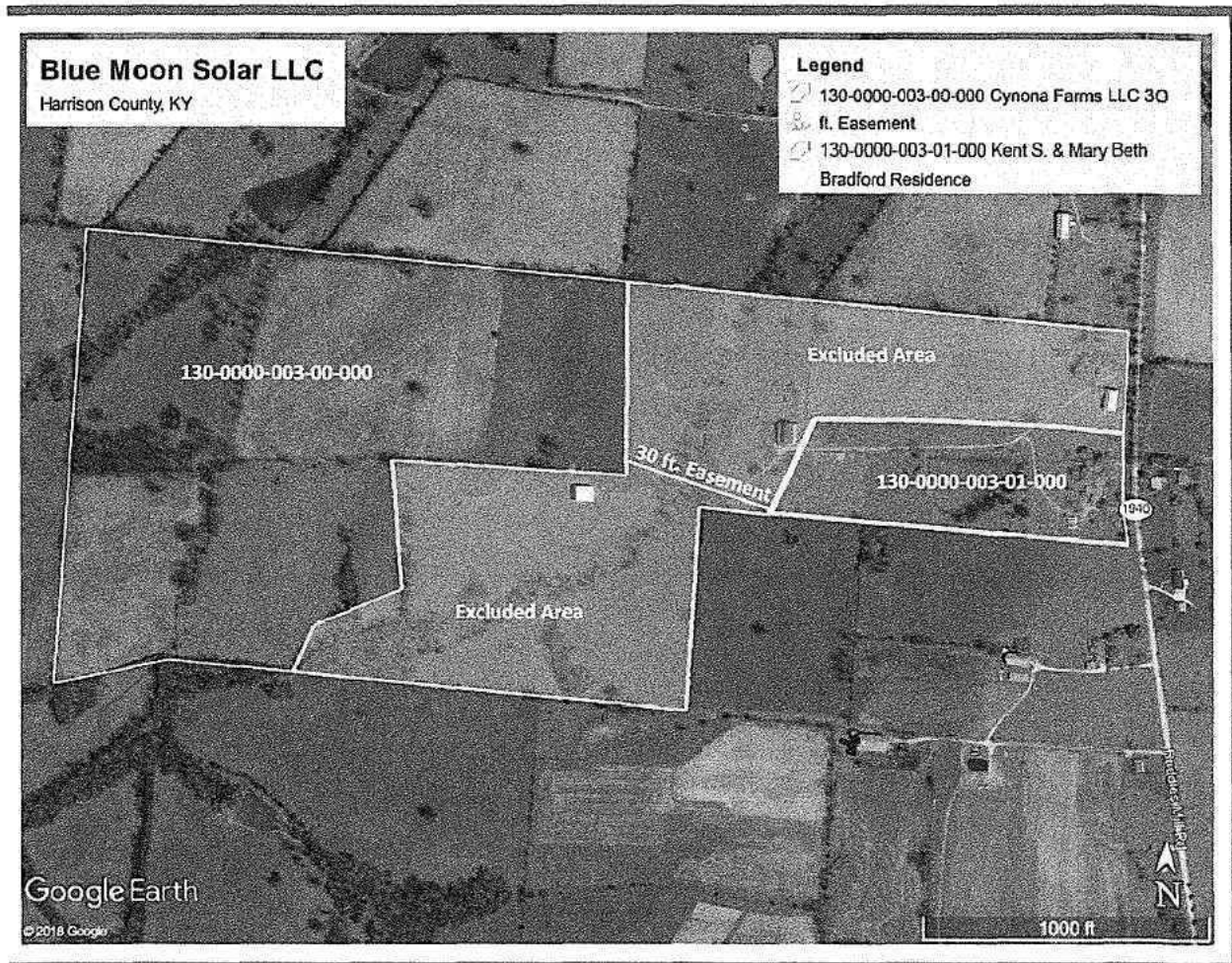
That certain real property located in Harrison County, Kentucky identified as all or a portion of Tax Parcel Nos. 130-0000-002-00-000, 130-0000-003-00-000 and 116-0000-011-02-000 containing approximately [ ] acres, as further described below:

[insert legal description and plat of Grantee Parcel prepared by a Surveyor]

**Exhibit C**

**Utility Easement Area**

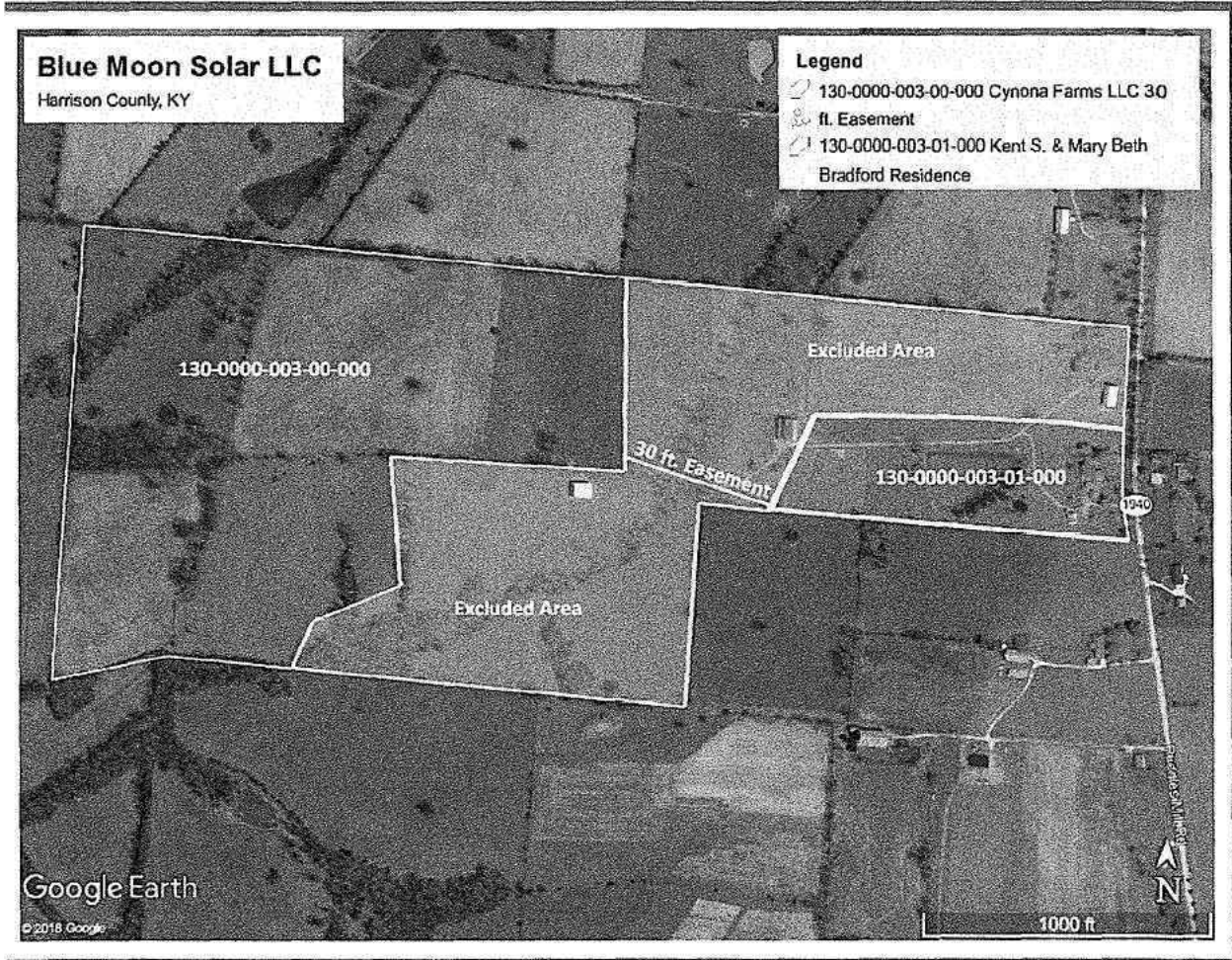
[insert legal description and plat of Utility Easement Area prepared by a surveyor, and delete below map]



**Exhibit D**

Access Easement Area

[insert legal description and plat of Access Easement Area prepared by a surveyor, and delete below map]



**Exhibit E**

Easement Fee

**DO NOT RECORD THIS EXHIBIT.**

This Exhibit E shall be made a part of that certain Access and Utility Easement by and among Cynona Farms, LLC ("**Grantor**") and Blue Moon Solar LLC ("**Grantee**") dated as of March 9, 2020 (the "**Easement**").

Grantee shall pay to Grantor the following amounts in consideration for the Easement (the "**Easement Fee**"):