

SECOND AMENDMENT TO SOLAR GROUND LEASE AGREEMENT

This Second 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 **James C. Wilson** and his spouse **Diane B. Wilson** (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 December 1, 2017 pertaining to certain real property more particularly described therein and located in Harrison County, Kentucky (the "**Original Agreement**"), which was amended by that certain First Amendment to Solar Ground Lease dated October 8, 2019 (as amended, 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, and **Exhibit B**, **Exhibit C** and **Exhibit D** attached hereto and incorporated by reference herein are hereby added to the Original Lease. Additionally, the first recital of the Original Agreement 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, all or a portion of that certain property consisting of approximately 78.7 acres with Parcel ID No. 117-0000-009-00-000 containing approximately 94.7 acres, located at 2140 KY HWY 36 E, Cynthia, 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 78.7 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 78.7 acre portion of the Land leased to Tenant, 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] **Exhibit B-1** to the Original Lease is hereby deleted and replaced with **Exhibit B-1** attached hereto and incorporated by reference herein, and the following is added to the end of Section 1 of the Original Agreement:

[REDACTED]

3. **Intended Use and Do Not Disturb Area.** Section 37 of the Original Lease is hereby deleted. Additionally, Section 6 of the Original Agreement is hereby deleted and replaced with the following:

"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. The Intended Use includes, without limitation, the evaluation, development, use, conversion, and maintenance of electrical energy storage facilities, which may include battery modules, supporting structures, enclosures in the form of purpose-built containers or buildings, foundations, power conversion and high-voltage interconnection equipment, wiring, cabling, metering equipment, and other related equipment (collectively, "**Energy Storage Facilities**"), and to store energy at the Energy Storage Facilities on the Premises. 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. The area consisting of approximately 11 acres as shown on **Exhibit B-1** (the "**Do Not Disturb Area**") shall be excluded from the Premises; provided, however, during the Term of the Lease, Tenant shall have a right of ingress and egress, and the right to construct, use, maintain and/or replace

a road across the Do Not Disturb Area in the 50 foot wide "Access Area" approximately shown on Exhibit B-1."

4. Rent Commencement Date. Section 2(d) of the Original Agreement 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 Agreement 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 Agreement 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. Easements. The following is added as Section 27(a)(v) of the Original Agreement:

"(v) A non-exclusive access and utility easement over the Access Area upon request by Tenant on or before the Rent Commencement Date (the "Access and Utility Easement"). If requested by Tenant on or before the Rent Commencement Date, Landlord shall grant Tenant the Access and Utility Easement on the form attached hereto as Exhibit D."

8. Confidentiality. Section 30 of the Original Agreement 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 Agreement 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 Agreement, the parties hereby acknowledge and agree that Tenant executed the Original Agreement.

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.

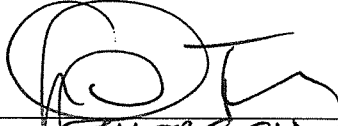
12. Landlord and Tenant confirm and ratify all of the terms of the Original Lease, as amended by this Amendment. As amended by this Amendment, the Original Lease shall remain in full force and effect and be binding upon Landlord and Tenant in accordance with its terms. This Amendment may be executed 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: FERGUSON KEVIN
Title: MANAGER

LANDLORD:

James C. Wilson


James C. Wilson

Diane B. Wilson


Diane B. Wilson

Exhibit A

The Land

Deed dated November 16, 2016, recorded November 17, 2016 in Book 345, Page 543, Official Public Records, Harrison County, Kentucky.

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

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

Said property the same property as that conveyed Marion A. Cox, Trustee of the Marion A. Cox Revocable Trust, dated March 28, 2002, by Marion A. Cox and Rebecca A. Cox, his wife, by deed dated the 13th day of November, 2015 and recorded in Deed Book 340, Page 416.

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

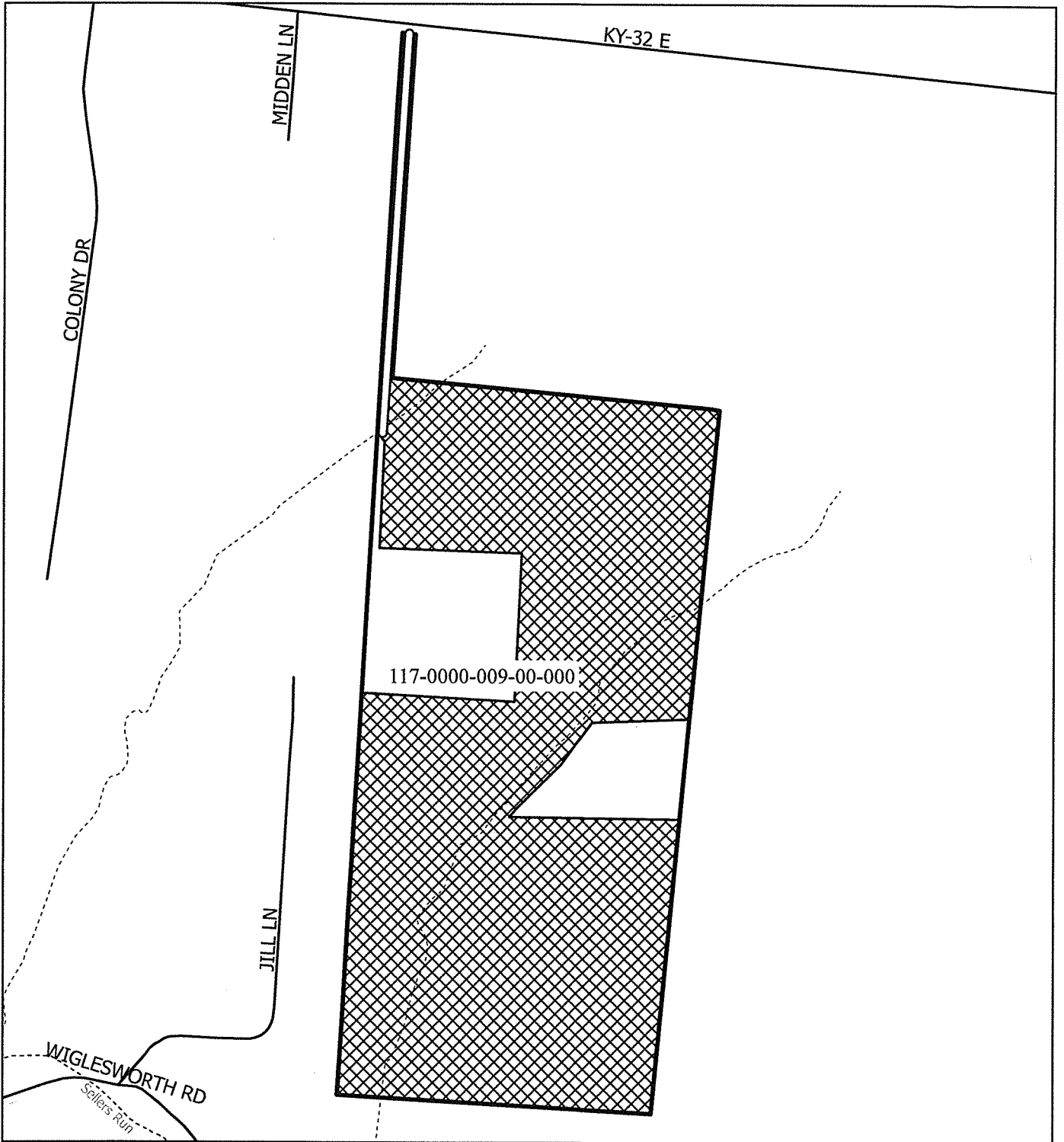
Exhibit B

The Premises



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

[See Attached]

Exhibit B



Legend

-  The Premises
-  The Land



PARCEL INFORMATION:

PROJECT:

Blue Moon Solar LLC

OWNERSHIP:

James C. & Diane B. Wilson

PARCEL IDENTIFICATION NUMBER:

117-0000-009-00-000

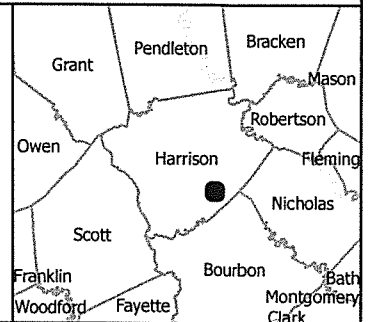
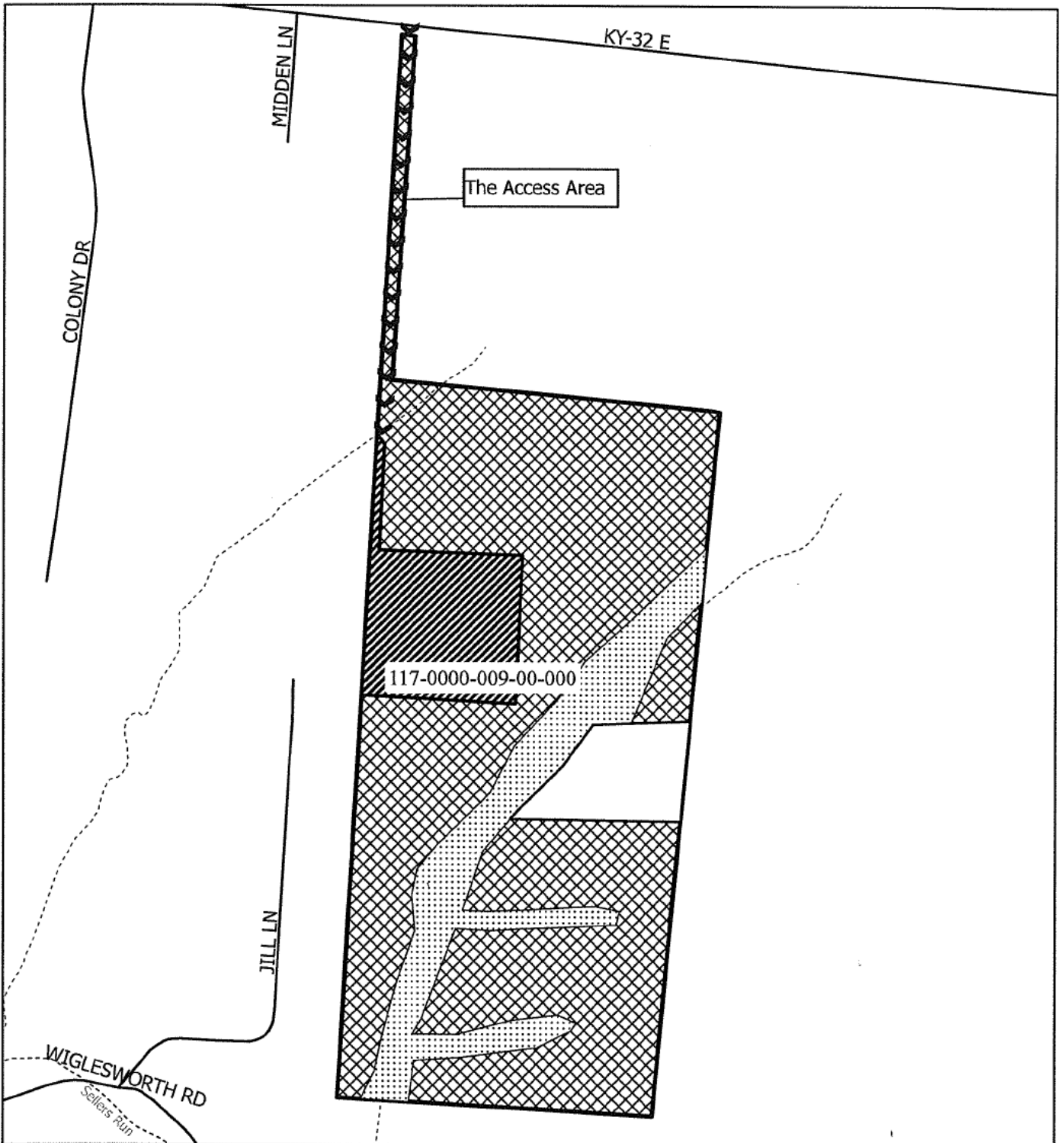




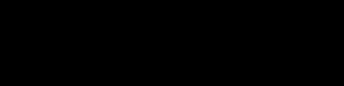

Exhibit B-1

[See Attached]

Exhibit B-1



Legend

-  The Access Area
-  The Do Not Disturb Area
- 
-  The Land



PARCEL INFORMATION:

PROJECT:

Blue Moon Solar LLC

OWNERSHIP:

James C. & Diane B. Wilson

PARCEL IDENTIFICATION NUMBER:

117-0000-009-00-000

0 500 1,000 US Feet

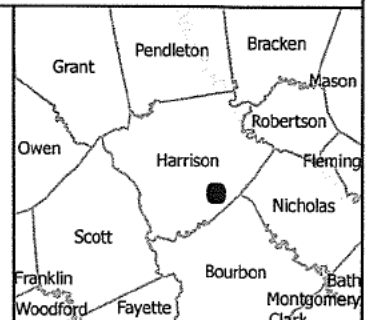
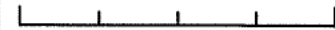


Exhibit C

[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 **JAMES C. WILSON** and his spouse, **DIANE B. WILSON** (collectively “Landlord”), and **BLUE MOON SOLAR LLC**, a Kentucky limited liability company (“Tenant”) with its primary place of business located at 7804-C Fairview Road, #257, Charlotte, NC 28226.

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

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

[Signature pages follow]

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

LANDLORD:

JAMES C. WILSON

DIANE B. WILSON

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

Notary Public in and for said State

[SEAL]

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

Notary Public in and for said State

[SEAL]

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

[SEAL]

This instrument was prepared by:

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

Exhibit A to Memorandum of Solar Ground Lease Agreement

The Land

Deed dated November 16, 2016, recorded November 17, 2016 in [Book 345, Page 543](#), Official Public Records, Harrison County, Kentucky.

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

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

Said property the same property as that conveyed Marion A. Cox, Trustee of the Marion A. Cox Revocable Trust, dated March 28, 2002, by Marion A. Cox and Rebecca A. Cox, his wife, by deed dated the 13th day of November, 2015 and recorded in Deed Book 340, Page 416.

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

Exhibit B to Memorandum of Solar Ground Lease Agreement

The Premises

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

[See Attached]

Exhibit B-1 to Memorandum of Solar Ground Lease Agreement

Exhibit D

[form of Access and Utility Easement attached]

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 ___ day of _____, 20___ (the "**Effective Date**") by and between JAMES C. WILSON and DIANE B. WILSON, husband and wife (collectively, "**Grantor**"), and _____, a _____ ("**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 is the owner of certain real property adjacent to the Grantor Parcel being more particularly described or depicted 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 non-exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel 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 with the collector station contemplated to be constructed by Grantee within the Utility Easement Area, 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 Grantee 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 fencing or other protective measures desired within the Utility Easement Area.

1.1. 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.

1.2. 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 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. 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. Term. The term of this Easement shall commence on the Effective Date and expire upon expiration or earlier termination of the Solar Ground Lease Agreement dated December 1, 2017 pertaining to certain real property more particularly described therein and located in Harrison County, Kentucky, which was amended by that certain First Amendment to Solar Ground Lease dated October 8, 2019, and by that certain Second Amendment to Solar Ground Lease dated _____, 2021, a memorandum of which was recorded on _____ in the Official Public Records of Harrison County, Kentucky in Volume ____, Page _____.

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. 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. Grantor shall have no right to terminate this Easement.

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 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: James C. Wilson and Diane B. Wilson

Grantee: BLUE MOON SOLAR LLC
c/o Geenex Solar
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, 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:

By: _____
James C. Wilson

By: _____
Diane B. Wilson

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the State aforesaid, certify that James B. Wilson and Diane B. Wilson 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 ____ day of _____, 20__.

Signature of Notary Public

Printed Name of Notary Public

My Commission Expires: _____

[AFFIX NOTARIAL STAMP OR SEAL]

[Signature Page to Easement]

GRANTEE:

_____,
a _____

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the State aforesaid, certify that
_____, as _____ of _____,
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 ____ day of _____, 20__.

Signature of Notary Public

Printed Name of Notary Public

My Commission Expires: _____

[AFFIX NOTARIAL STAMP OR SEAL]

This Instrument Prepared By:

[Signature of KY licensed attorney]
[Print Name]
[Address]
[Phone Number]

Exhibit A to Access and Utility Easement

Grantor Parcel

Property located in Harrison County, Kentucky, identified as Parcel ID 117-0000-009-00-000, as more particularly described as follows.

Deed dated November 16, 2016, recorded November 17, 2016 in Book 345, Page 543, Official Public Records, Harrison County, Kentucky.

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

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

Said property the same property as that conveyed Marion A. Cox, Trustee of the Marion A. Cox Revocable Trust, dated March 28, 2002, by Marion A. Cox and Rebecca A. Cox, his wife, by deed dated the 13th day of November, 2015 and recorded in Deed Book 340, Page 416.

Exhibit B to Access and Utility Easement

Grantee Parcel

[legal description to be attached prior to recordation]

Exhibit C to Access and Utility Easement

Utility Easement Area

[legal description to be attached prior to recordation]

Exhibit D to Access and Utility Easement

Access Easement Area

[legal description to be attached prior to recordation]

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 **The Paul D. Wilson and Ruth F. Wilson, Co-Trustees of the Paul D. Wilson and Ruth F. Wilson Irrevocable Trust, Dated March 25, 2019** (collectively, "**Landlord**"). 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 21, 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, all of that certain property with Parcel ID No. 129-0000-009-00-000 containing approximately 102 acres, located at 731 Hedges Lane, Cynthiana, 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 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] 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. Notices. Section 19 of the Original Lease is amended to correct a typo in the Landlord name:

‘To Landlord: Paul D. and Ruth F. Wilson Irrevocable Living Trust

[REDACTED]

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

8. 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”.

9. Tenant. Notwithstanding any deficiencies in Landlord’s and Tenant’s signatures to the Original Lease, the parties hereby acknowledge and agree that Landlord and Tenant executed 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 Amendment as **Exhibit C**, which

memorandum may be recorded by Tenant in the Public Registry in the County in which the Land is located.

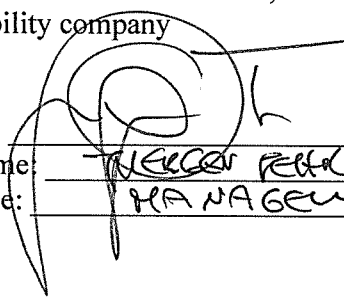
11. Landlord and Tenant confirm and ratify all of the terms of the Original Lease, as amended by this Amendment. As amended by this Amendment, the Original Lease shall remain in full force and effect and be binding upon Landlord and Tenant in accordance with its terms. This Amendment may be executed 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: TUCKER REED
Title: MANAGER

LANDLORD:

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

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

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

Exhibit A

The Land

Deed dated March 25, 2019 recorded May 3, 2019 in Book 358, Page 187, Official Public Records, Harrison County, Kentucky.

Located about three miles East of Cynthiana, Kentucky, and about one mile North of State Highway No. 36 and beginning at a post a corner to Mrs. Charles Cook and Pierce land and with Mrs. Cook's line N. 86 30 W. 190.66 poles to a post and with Moores' line N. 25 E. 64 78 poles to a post; thence N. 41 15 E 39.45 poles to a post at an old Road; thence N. 42 30 E. 43.36 poles to a post at an old road and with Joe Hedges and Pierce's line S. 26 E 188 poles to the beginning, containing 102.60 acres.

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

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

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

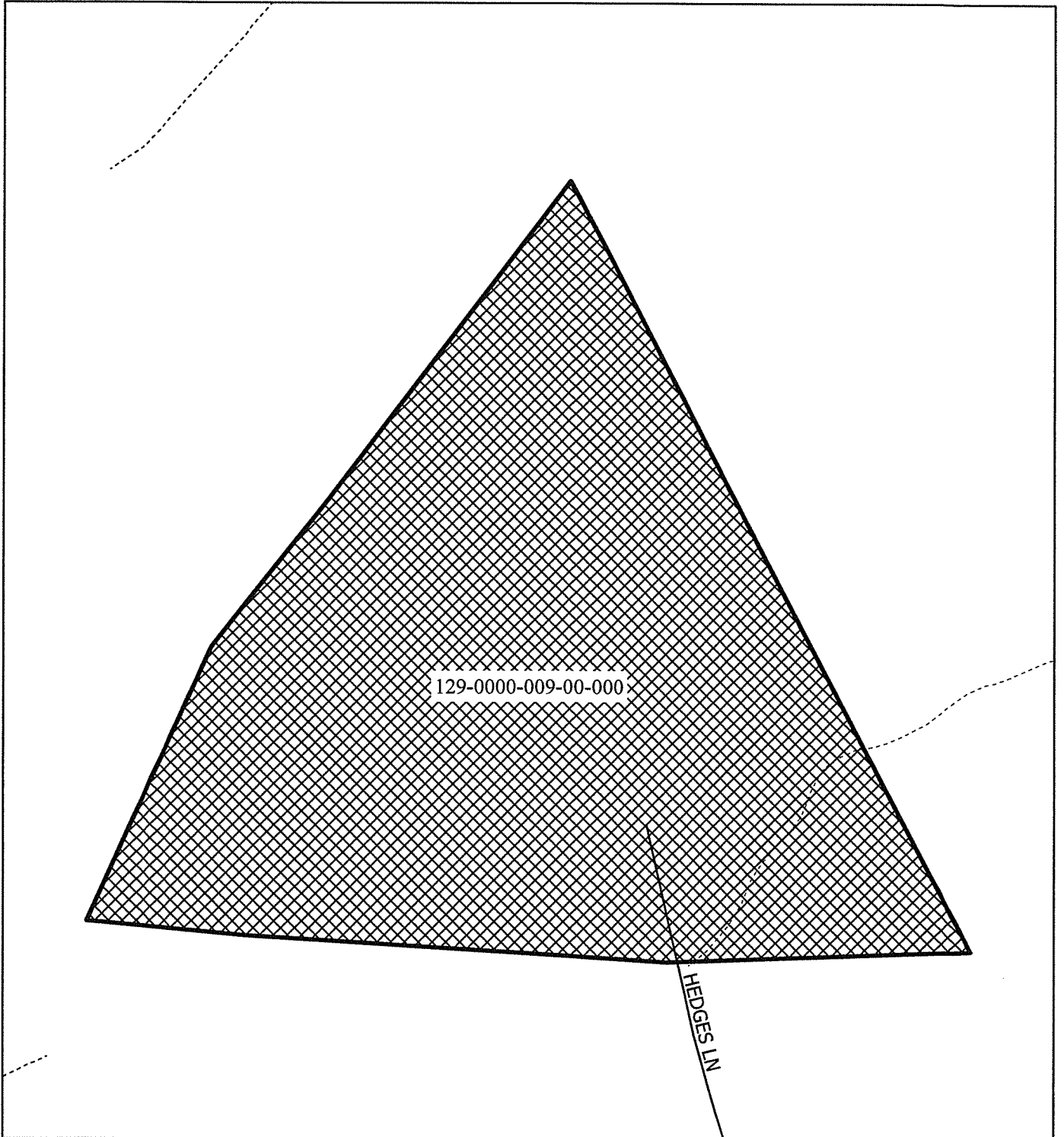
Exhibit B

The Premises



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

[See Attached]

Exhibit B



Legend

-  The Premises
-  The Land

0 480 960 US Feet



PARCEL INFORMATION:

PROJECT:

Blue Moon Solar LLC

OWNERSHIP:

Paul D. Wilson & Ruth F. Wilson Irrevocable Trust

PARCEL IDENTIFICATION NUMBER:

129-0000-009-00-000

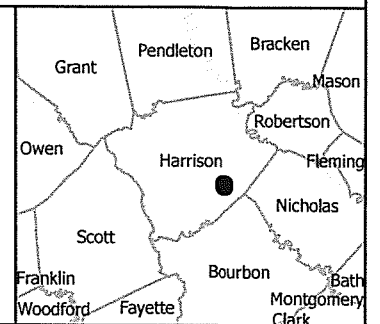
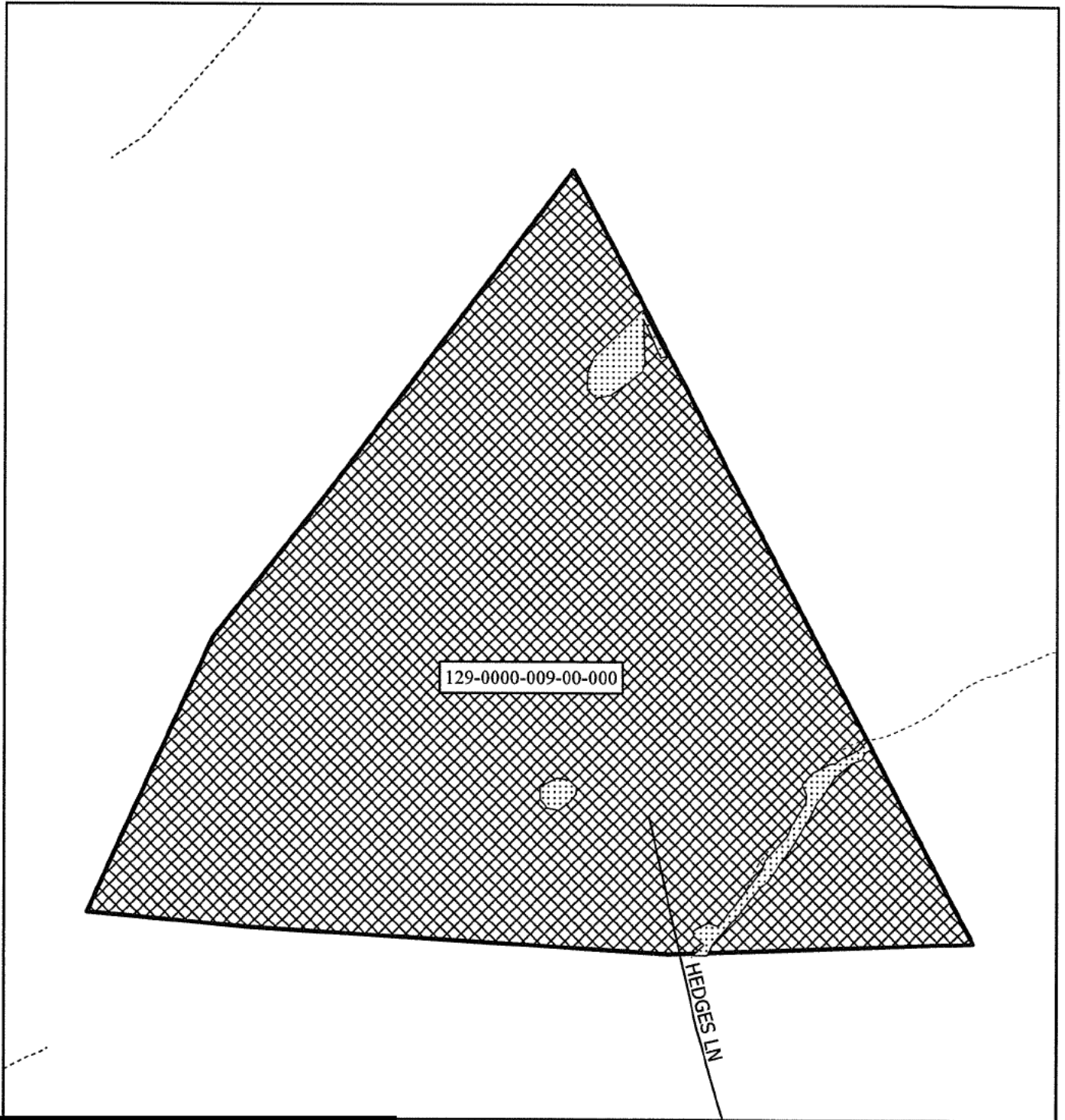


Exhibit B-1

[See Attached]

Exhibit B-1



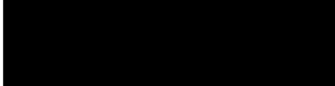
<p>Legend</p> <p> The Land</p> <p>0 480 960 US Feet</p>	<p>PARCEL INFORMATION:</p> <p><u>PROJECT:</u> Blue Moon Solar LLC</p> <p><u>OWNERSHIP:</u> Paul D. Wilson & Ruth F. Wilson Irrevocable Trust</p> <p><u>PARCEL IDENTIFICATION NUMBER:</u> 129-0000-009-00-000</p>	
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Exhibit 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 **PAUL D. WILSON AND RUTH F. WILSON, CO-TRUSTEES OF THE PAUL D. WILSON AND RUTH F. WILSON IRREVOCABLE TRUST, DATED MARCH 25, 2019** (collectively “Landlord”), and **BLUE MOON SOLAR LLC**, a Kentucky limited liability company (“Tenant”) with its primary place of business located at 7804-C Fairview Road, #257, Charlotte, NC 28226.

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

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

[Signature pages follow]

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

LANDLORD:

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

By: _____

Name: Paul D. Wilson

Title: Co-Trustee

By: _____

Name: Ruth F. Wilson

Title: Co-Trustee

Exhibit A to Memorandum of Solar Ground Lease Agreement

The Land

Deed dated March 25, 2019 recorded May 3, 2019 in Book 358, Page 187, Official Public Records, Harrison County, Kentucky.

Located about three miles East of Cynthiana, Kentucky, and about one mile North of State Highway No. 36 and beginning at a post a corner to Mrs. Charles Cook and Pierce land and with Mrs. Cook's line N. 86 30 W. 190.66 poles to a post and with Moores' line N. 25 E. 64 78 poles to a post; thence N. 41 15 E 39.45 poles to a post at an old Road; thence N. 42 30 E. 43.36 poles to a post at an old road and with Joe Hedges and Pierce's line S. 26 E 188 poles to the beginning, containing 102.60 acres.

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

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

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

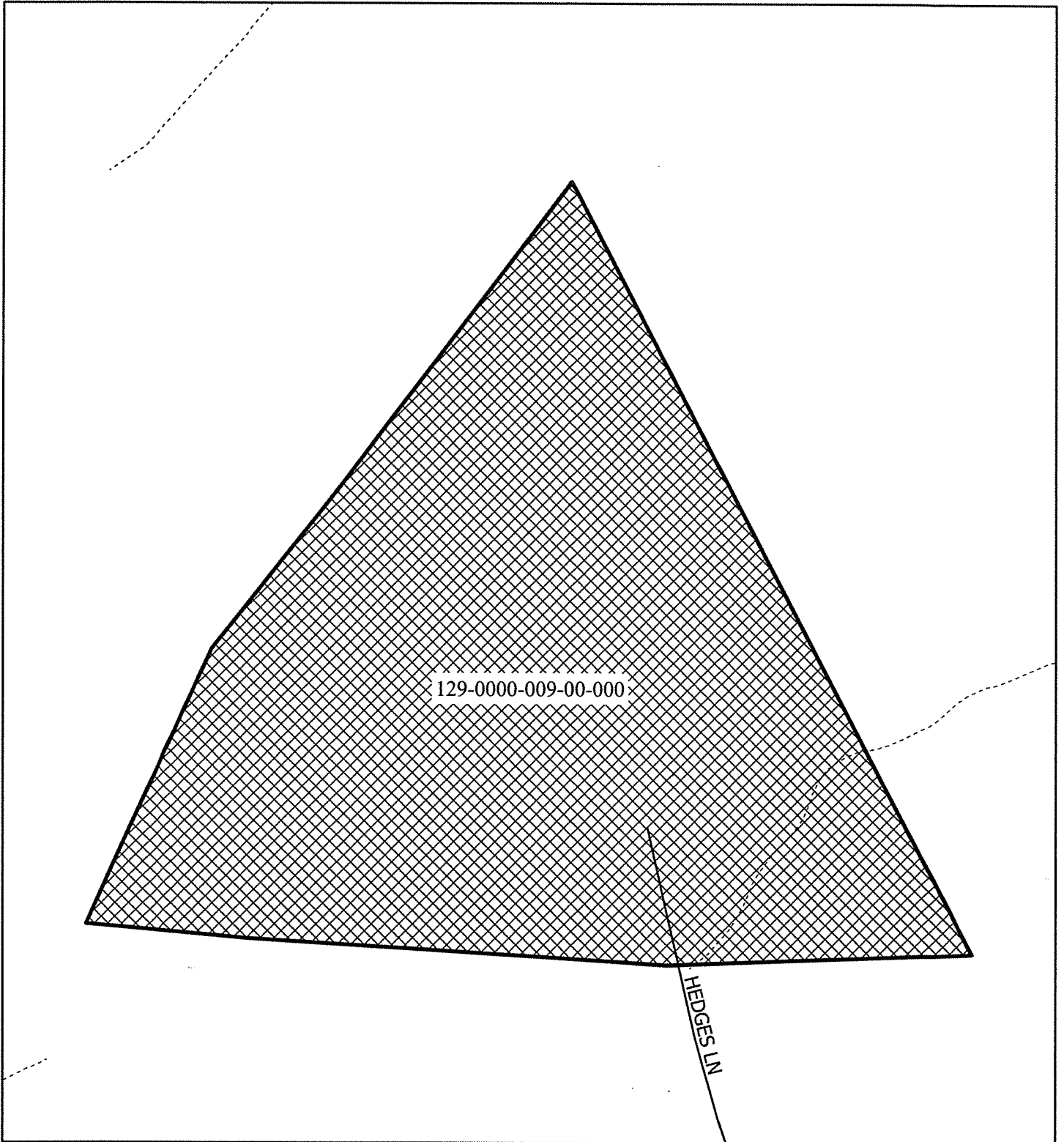
Exhibit B to Memorandum of Solar Ground Lease Agreement

The Premises



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

[See Attached]

Exhibit B



Legend

-  The Premises
-  The Land



PARCEL INFORMATION:

PROJECT:

Blue Moon Solar LLC

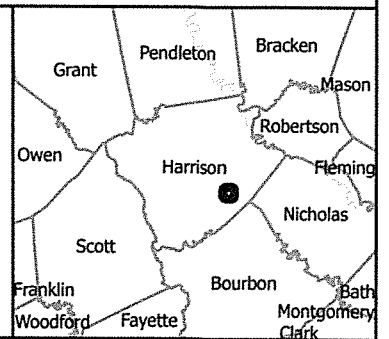
OWNERSHIP:

Paul D. Wilson & Ruth F. Wilson Irrevocable Trust

PARCEL IDENTIFICATION NUMBER:

129-0000-009-00-000

0 480 960 US Feet



WHEN RECORDED RETURN TO:

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

LODGED FOR RECORD
HARRISON COUNTY CLERK

MAR 02 2022

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

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

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

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

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

[Signature pages follow]

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

LANDLORD:

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

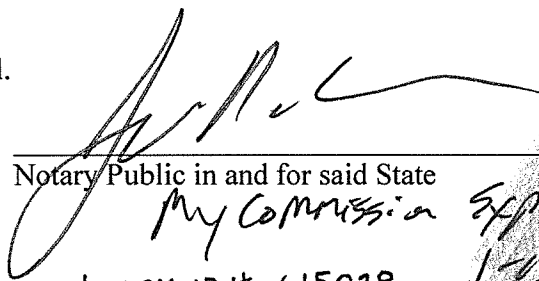
By: Paul D. Wilson
Name: Paul D. Wilson
Title: Co-Trustee

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

STATE OF Kentucky)
) ss.
COUNTY OF Roberts)

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

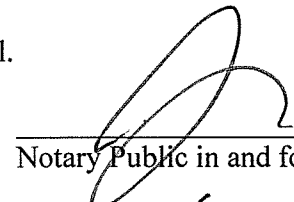
WITNESS my hand and official seal.


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

STATE OF Kentucky)
) ss.
COUNTY OF Roberts)

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

WITNESS my hand and official seal.


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

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 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.

[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

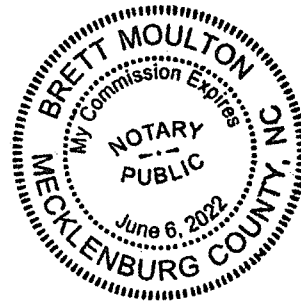


Exhibit A

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

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

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

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

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

Exhibit B to Memorandum of Solar Ground Lease Agreement

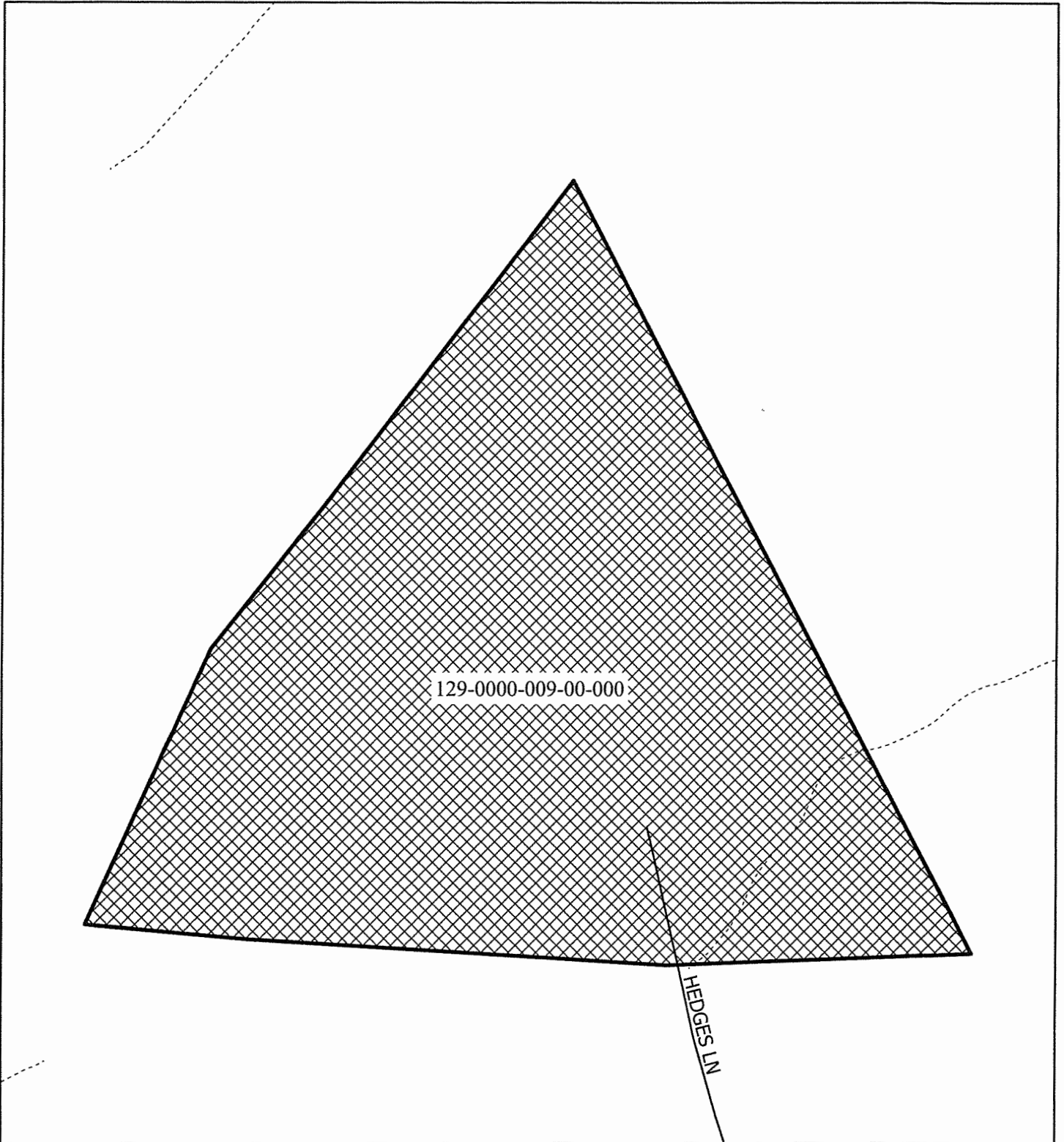
The Premises

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



[See Attached]

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

Exhibit B



Legend

-  The Premises
-  The Land



PARCEL INFORMATION:

PROJECT:

Blue Moon Solar LLC

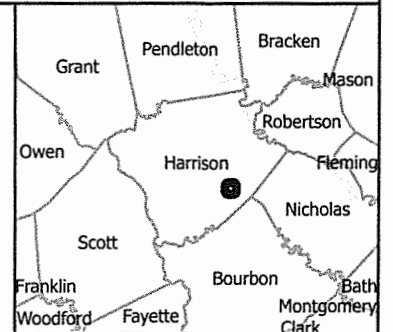
OWNERSHIP:

Paul D. Wilson & Ruth F. Wilson Irrevocable Trust

PARCEL IDENTIFICATION NUMBER:

129-0000-009-00-000

0 480 960 US Feet



WHEN RECORDED RETURN TO:

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

LODGED FOR RECORD
HARRISON COUNTY CLERK

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

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

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

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

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

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

[Signature pages follow]

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

LANDLORD:

GERALD M. WHALEN

Gerald M. Whalen

BONNIE B. WHALEN

Bonnie B. Whalen

STATE OF Kentucky)
) ss.
COUNTY OF Harrison)

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

WITNESS my hand and official seal.

Monica Brunley Hughes Reinhart
Notary Public in and for said State

STATE OF Kentucky)
) ss.
COUNTY OF Harrison)

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

WITNESS my hand and official seal.

Monica Brunley Hughes Reinhart
Notary Public in and for said State

Exhibit A

TRACT 1:

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

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

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

SAVE AND EXCEPT:

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

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

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

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

Access Easement

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

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

SAVE AND EXCEPT:

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

TRACT 2:

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

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

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

SAVE AND EXCEPT:

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

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

Exhibit B to Memorandum of Solar Ground Lease Agreement

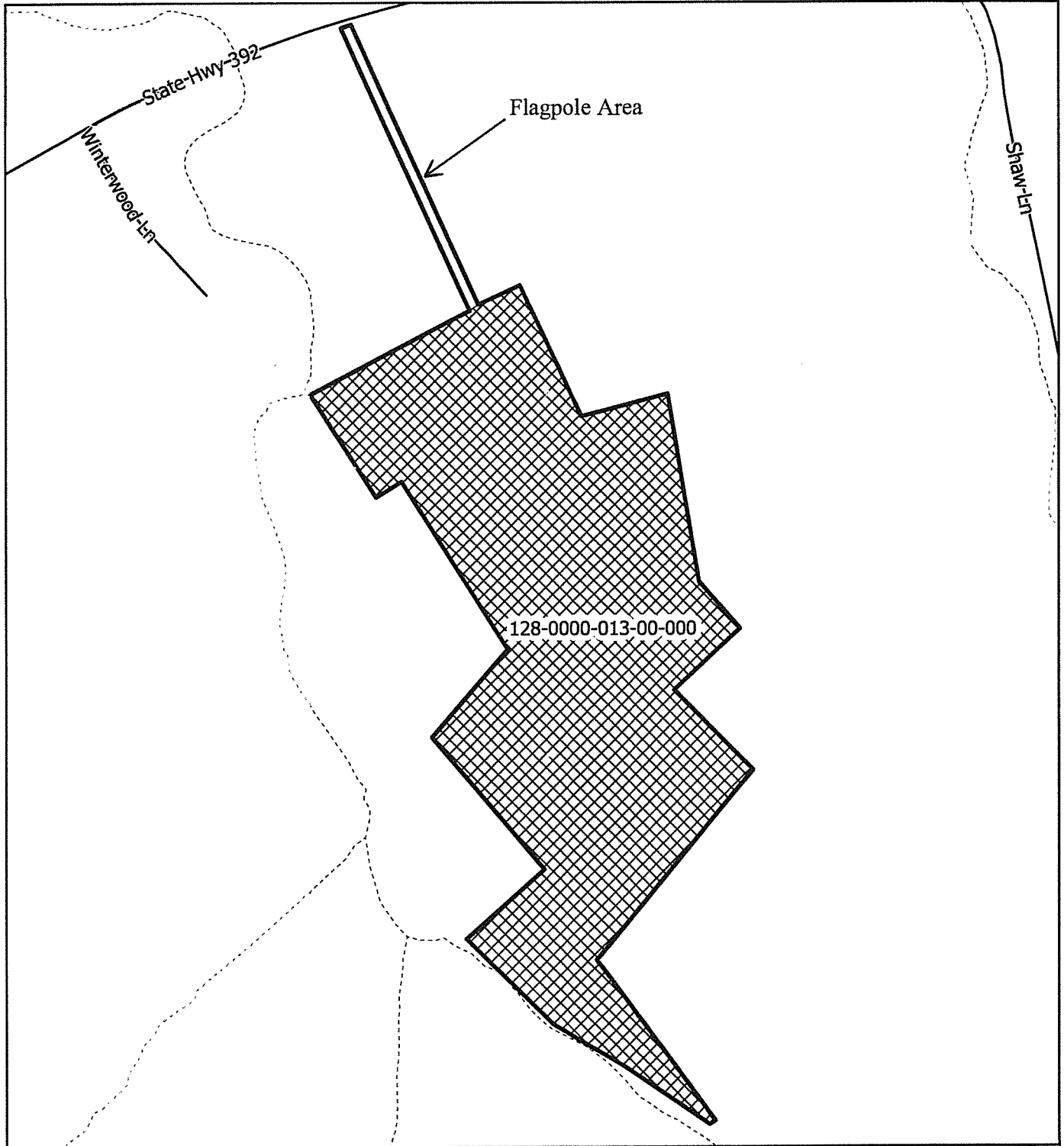
The Premises

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

[See Attached]


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

Exhibit B



Legend

 The Premises

 The Land



PARCEL INFORMATION:

PROJECT:

Blue Moon Solar

OWNERSHIP:

WHALEN GERALD & BONNIE

PARCEL IDENTIFICATION NUMBER:

128-0000-013-00-000

0 500 1,000 US Feet

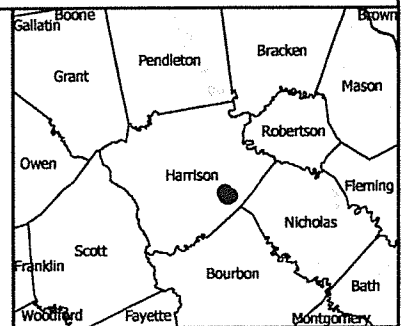
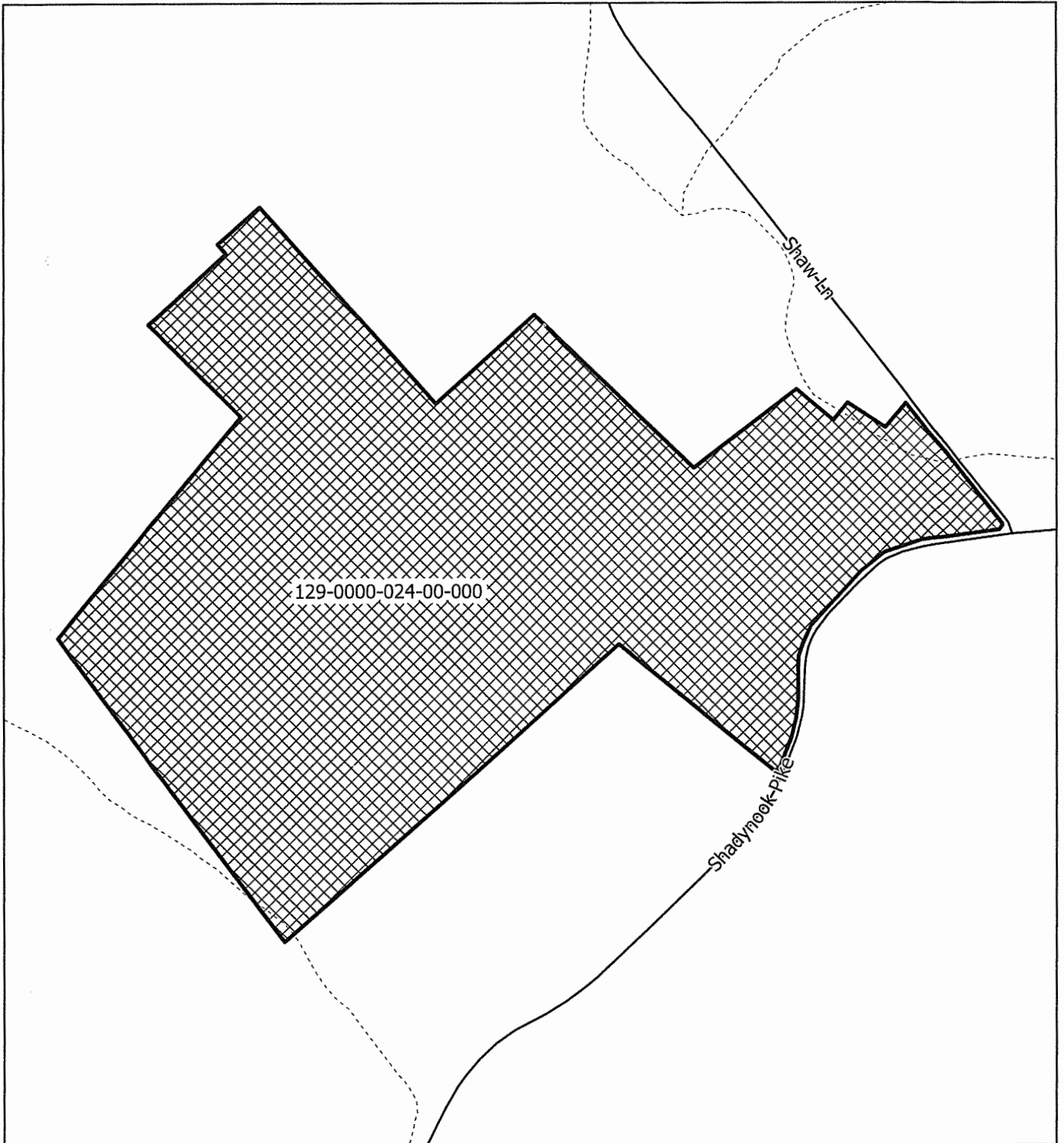


Exhibit B





129-0000-024-00-000

Shaw-Len

Shadybrook Pike

Legend

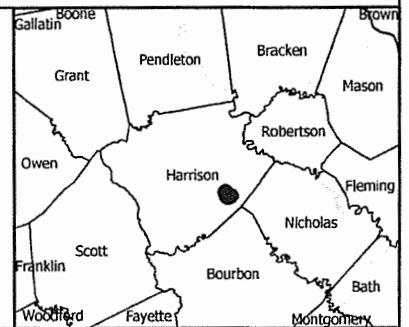
-  The Premise
-  The Land

0 480 960 US Feet



PARCEL INFORMATION:

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



SECOND AMENDMENT TO SOLAR GROUND LEASE AGREEMENT

This Second Amendment to Solar Ground Lease Agreement (this "**Amendment**") is entered into to be effective August 12, 2021 ("**Amendment Effective Date**"), between **Blue Moon Solar LLC**, a Kentucky limited liability company ("**Tenant**"), and **Gerald M. Whalen** and his spouse **Bonnie Whalen** (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 10, 2018 pertaining to certain real property more particularly described therein and located in Harrison County, Kentucky (the "**Original Agreement**"), which was amended by that certain First Amendment to Solar Ground Lease dated May 24, 2019 (as amended, 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, B and C** to the Original Lease are hereby deleted and replaced with **Exhibits A, B and C** 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 154 acres being all that certain property totaling approximately 154 acres comprised of Parcel ID No. 128-0000-013-00-000 (containing approximately 64 acres), and with Parcel ID No. 129-0000-024-00-000 (containing approximately 90 acres) located at Hwy 392 (Republican Pike) and at 1375 Shadynook Pike, Cynthiana, 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 154 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 154 acre portion of the

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] **Exhibit B-1** is hereby added to the Original Lease and the following is added to the end of Section 1 of the Original Agreement:

[REDACTED]

3. **Do Not Disturb Area.** All references in the Original Lease to a "**Do Not Disturb Area**" are hereby deleted. There shall be no "**Do Not Disturb Area**" under the Original Lease, as amended herein.

4. **Rent Commencement Date.** Section 2(d) of the Original Agreement 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 Agreement 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 Agreement 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. **The Flagpole Area.** The following is added as subsection (e) to Section 27 of the Original Agreement:

"(e) Notwithstanding anything to the contrary herein, Tenant's right to use the "Flagpole Area" shown on **Exhibits B** and **B-1** attached hereto shall be limited to access, ingress and egress between the Premises and KY-392 prior to the Rent Commencement Date. Tenant shall be permitted to improve and/or install a road in the Flagpole Area to accommodate Tenant's use during construction."

8. **Landlord's Access.** The sentence "[Insert if Landlord needs reserved access.]" is hereby deleted from Section 29 of the Original Agreement.

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

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

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

12. 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. Should a dispute arise between the terms of the Memorandum and the terms of the Original Lease with its Amendments shall prevail.

13. 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

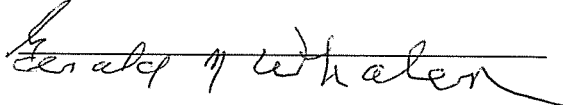
By: 

Name: _____

Title: _____

LANDLORD:

Gerald M. Whalen



Bonnie B. Whalen

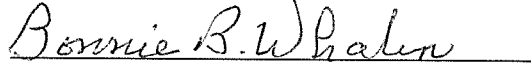


Exhibit A

The Land

Deeds dated April 13, 1974, recorded April 15, 1974 in Book 141, Page 698; dated February 28, 1966, recorded recorded March 1, 1966 in Deed Book 128, Page 201, Official Public Records, Harrison County, Kentucky.

Tract 1:

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

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

Being a part of the same property as that conveyed to Ethel Stump Hedges by Mac Swinford, Special Commissioner of the Harrison Circuit Court of date April 4, 1934 which said deed is a matter of record in Deed Book 97, Page 404 and a part of the same property as that conveyed Ethel Stump Hedges by Lawrence Rankin and Lucy Rankin, his wife, by, deed of date February 23, 1935 which said deed is a matter of record in Deed Book 99, Page 228 in the Office of the Clerk of the Harrison County Court.

SAVE AND EXCEPT:

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

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

Beginning at a point in the south right-of-way of Republican Pike (KY 392), a corner to Floyd Pickett & Louise Pickett (D.B. 135, Pg. 544), Commonwealth of Kentucky (D.B. 116, Pg. 311); said point being located S. 68° 49' 10" W. 896.09 feet from a point in said right-of-way, a corner to Keith Bradford (D.B. 191, Pg. 356; P.B. 1, Sh. 95); thence with the said south right-of way of said Republican Pike (KY 392) and with said Commonwealth of Kentucky (D.B. 116, Pg. 311) for five calls as follows: (1) with a curve to the right having a radius of 5,700 feet, an arc length of 386.82 feet, and a chord bearing N. 66°19'54" E. 386.74 feet to an iron pin, (2) S. 21°43'27"E. 10.00 feet to an iron pin, (3) with a curve to the right having a radius of 5,690.00 feet, an arc length of 148.95 feet, and a chord bearing N. 69°01'33" E. 148.94 feet to an iron pin, (4) N.20°13'28" W. 10.00 feet to an iron pin, and (5) with a curve to the right having a radius of 5,700.00 feet, an arc length of 310.58 feet, and a chord bearing N. 71° 20'12". 310.54 feet to an iron pin, a corner to Parcel 2, a new division of Gerald M. Whalen & Bonnie Whalen (D.B. 141, Pg. 698), thence with said Parcel 2 S. 24°50' 00" E. 1,284.69 feet to an iron pin and S. 61°21'27" W. 746.24 feet to an iron pin, a corner to Bobby E. Thomas & Mary Lou Thomas (D.B. 134, Pg. 727; D.B. 129, Pg. 628 (Plat)); thence with said Thomas S. 65°48' 51" W. 57.38 feet to an iron pin and N. 26°49'12" W. 1,025.56 feet to an iron pin, a corner to Floyd Pickett & Louise Pickett (D.B. 135, Pg. 544); thence with said Pickett N. 25° 54' 28" W. 360.02 feet to the point of beginning containing an area of 25.497 acres more or less, and being subject to any and all easements or right-of way of record and in existence and in accordance with a survey and plat by Darnell Engineering, Inc. on April 19, 2019. See Plat recorded in Plat Cabinet 7, Sheet 4A.

Access Easement

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

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

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

SAVE AND EXCEPT:

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

BEING a part of the same property as that conveyed first parties herein by Florence Monson, a widow, by deed of date February 28, 1966 recorded in Deed Book 128, Page 201 Harrison. (Book 137, Page 31)

Tract 2:

BEGINNING at a point in the center of Shaw Lane, a corner with Francis M. Six and Austin Bailey, thence S 37° 20' E 5.00 chs. along center of Shaw Lane with Austin Bailey line to a point in the center of Shaw Lane, a corner with Ray Flannery; thence S 37° 20' E 6.32 chs. with center line of Shaw Lane and Ray Flannery line to the intersection of Shadynook Pike, a corner with Allen Berry; thence seven calls with center line of Shadynook Pike and Allen Berry line S 81° 30' W 6.17 chs.; thence S 64° 30' W 1.55 chs.; thence S 45° 30' W 4.16 chs.; thence S 31° 00' W 1.51 chs.; thence S 5° 50' W 3.03 chs.; thence S 9° 55' W 1.51 chs.; thence S 21° 35' W 2.68 chs. with center of Shadynook Pike and Allen Berry line to a point in center of said pike, a corner with Jay Ammerman; thence N 50° 55' W 11.39 chs. with fence and Jay Ammerman line to a corner fence post; thence S 49° 10' W 22.04 chs. with fence and Jay Ammerman line to a corner post on N side of Indian Creek, a corner with Douglas McLoney; thence with Douglas McLoney line and fence eleven more calls, S 76° 50' W 0.18 chs. to an ash tree on N side of said creek; thence N 43° 45' W 1.07 chs. to a box elder; thence N 69° 15' W 0.91 chs. to a Walnut tree; thence N 82° 45' W 0.78 chs. to a walnut tree; thence S 73° 25' W 0.67 chs. to a hawthorn tree; thence N 82° 05' W 0.59 chs. to an ash tree; thence N 38° 45' W 17.15 chs. to a corner post; thence N 40° 30' E 15.00 chs. to a corner post; thence N 43° 45' W 6.67 chs. to a corner fence post; thence N 44° 30' E 5.35 chs. to a corner fence post, a corner with Douglas McLoney and Francis M. Six; thence with Francis M. Six eight more calls to the beginning, N 45° 45' E 3.42 chs. with fence to a corner post; thence S 40° 20' E 14.51 chs. with fence to a corner fence post on top of hill; thence N 47° 00' E 7.27 chs. down hill with fence to a corner post; thence S 42° 20' E 12.10 chs. with fence to a corner post; thence N 50° 30' E 7.30 chs. down hill with fence to a corner post on the west side of Indian Creek (another fork); thence S 47° 45' E 3.13 chs. with fence on west side of Indian Creek to a corner post at end of rock fence; thence N 33° 10' E 1.00 chs. with fence to east side of Indian Creek; thence continuing with Francis M. Six line and fence N 43° 05' E 3.11 chs. to the center of Shaw Lane, the beginning point, containing ninety four and 36/100 (94.36) acres, as per survey by Berlyn Brown, November 11, 1965.

Being the same property conveyed James Monson by W. J. Hickman on March 1, 1900 recorded in Deed Book 63, Page 5, and by W. G. Swartz, by deed of date February 10, 1906, recorded in Deed Book 70, Page 297, and inherited from James T. Monson by Thomas Monson and Oliver Monson by Affidavit of Descent , recorded in Deed Book 100, Page 632, and the undivided one-half interest of Thomas Monson as conveyed to Oliver Monson by deed recorded in Deed Book 137, Page 31, and devised to Florence Monson by the Will of Oliver Monson recorded in Will Book "Q", Page 333, all in the office of the Clerk of the Harrison County Court.

SAVE AND EXCEPT:

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

BEING a part of the same property as that conveyed first parties herein by Florence Monson, a widow, by deed of date Febraury 28, 1966 recorded in Deed Book 128, Page 201 Harrison County Court Clerk's Office.

Being the same real estate conveyed to William Ray Ecklar and Mabel Ecklar, his wife, by Gerald M. Whalen and Bonnie Whalen, his wife, by Deed dated November 1, 1971, recorded in Deed Book 137, Page 31, Official Public Records, Harrison County, Kentucky.

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

Exhibit B

The Premises

The Premises is the part of the Land consisting of approximately 152.6 acres, the approximate location of which is in the cross-hatched area shown below. A more detailed description of the Premises will be provided by Tenant pursuant to the terms of the Original Lease, and subject to the terms and conditions of Section 1(d) of the Original Agreement, Tenant may unilaterally substitute in place of this **Exhibit B** a more detailed description of the Premises by way of unilateral amendment without the consent of Landlord, provided that Landlord agrees to sign such amendment if requested by Tenant.

[See Attached]

Exhibit B

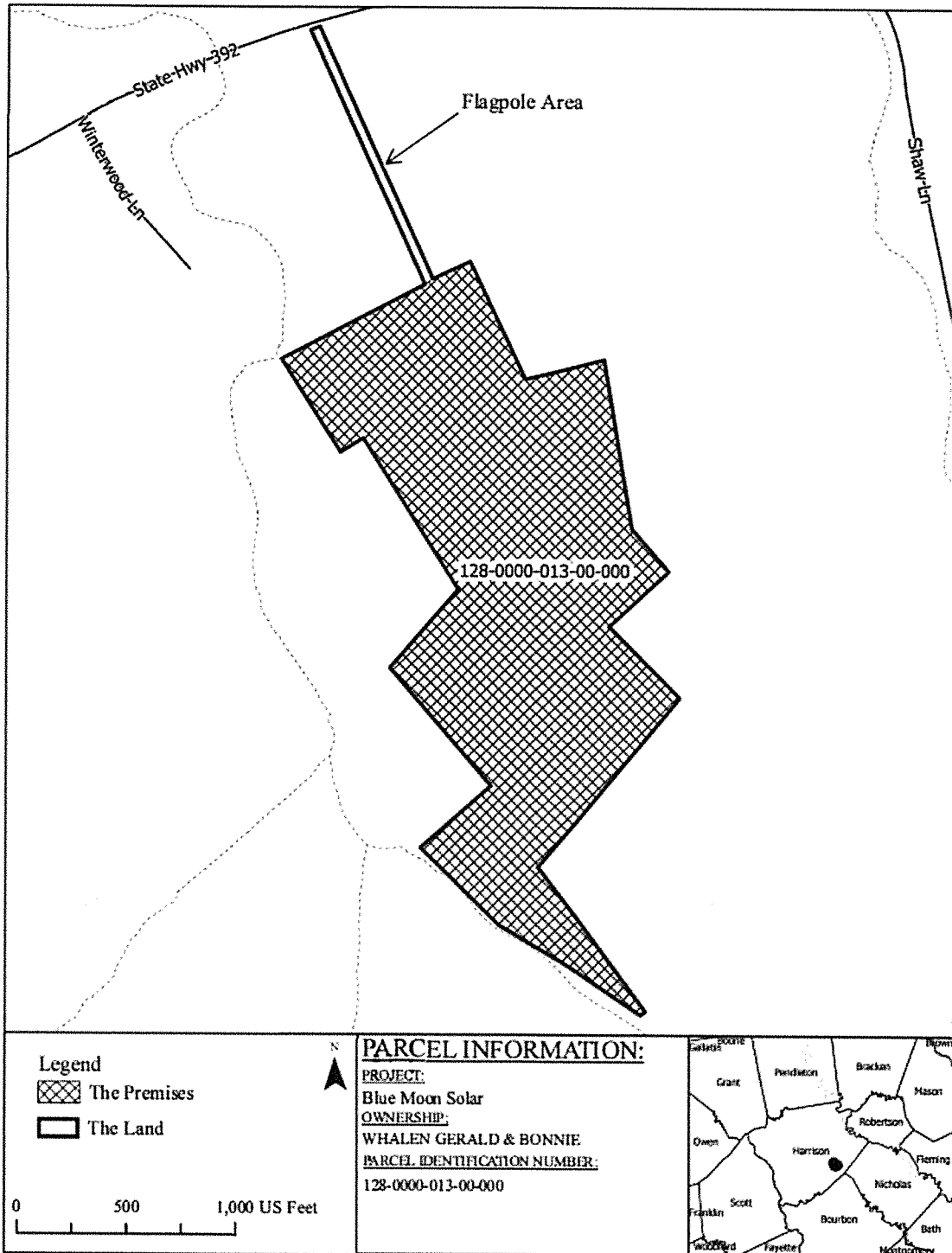
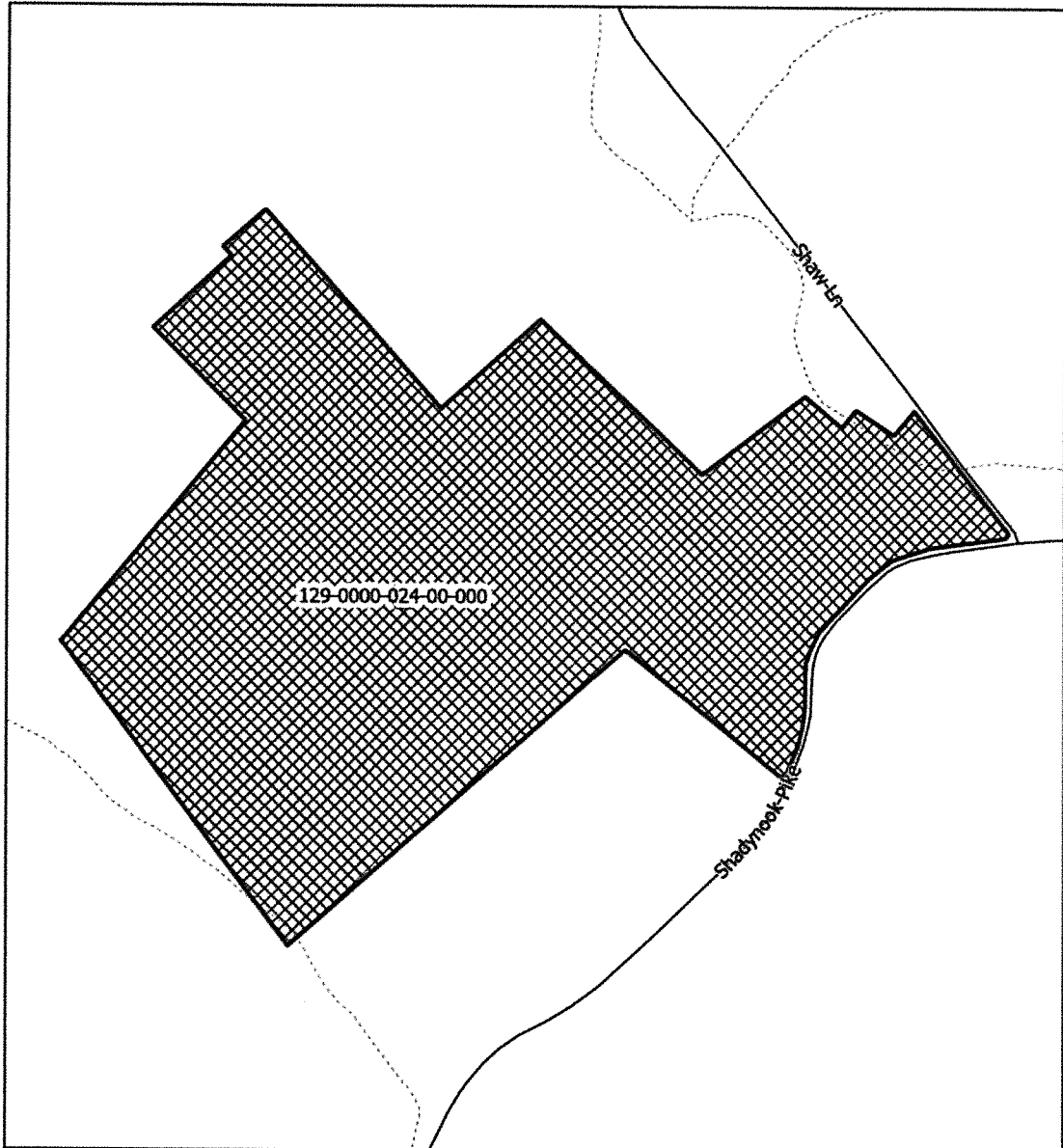




Exhibit B



Legend

-  The Premise
-  The Land

0 480 960 US Feet



PARCEL INFORMATION:

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

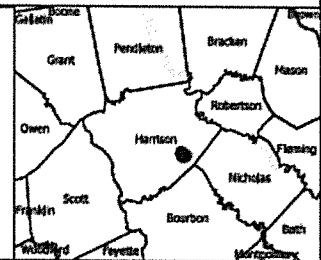
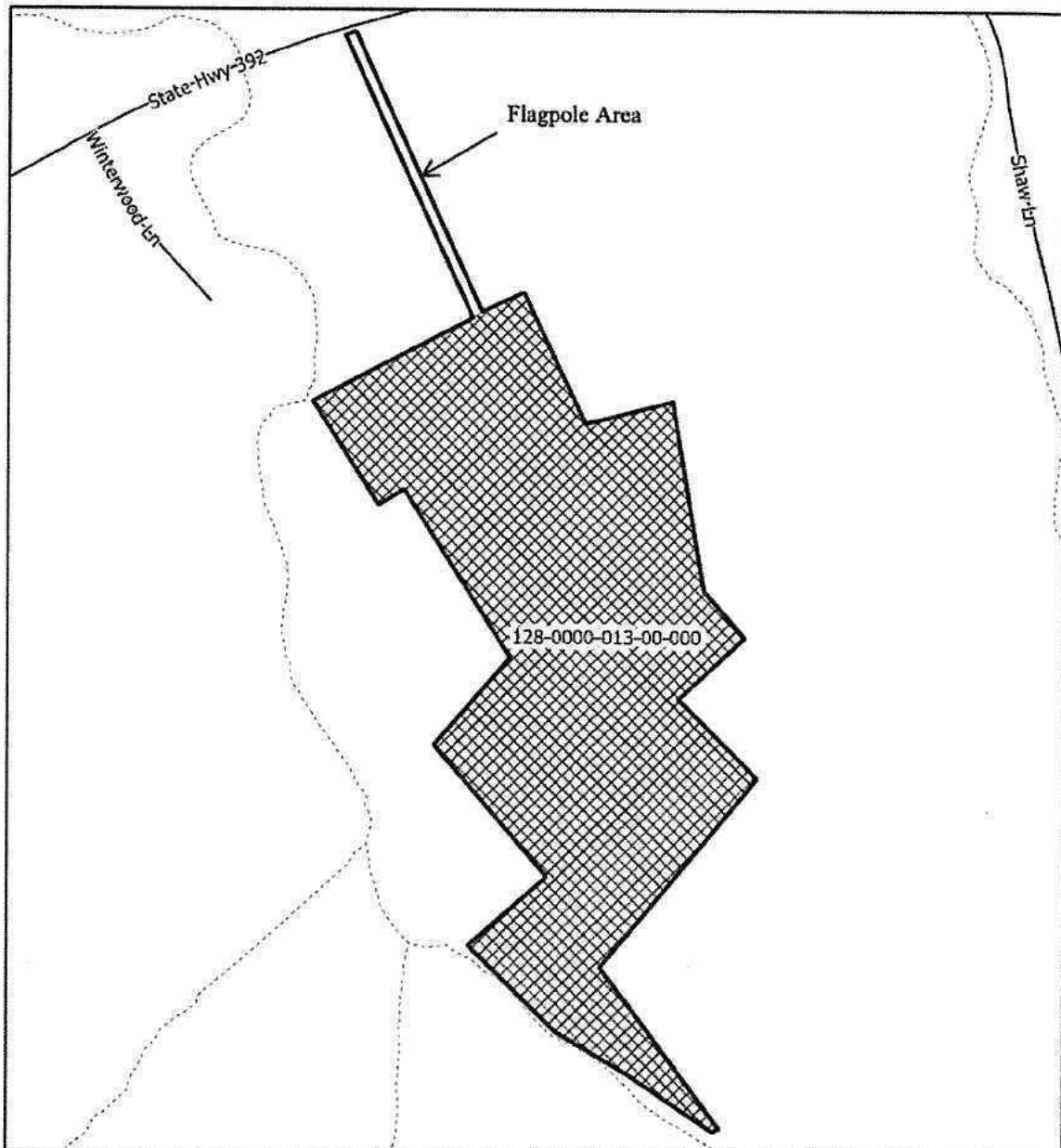


Exhibit B-1

[See Attached]

Exhibit B-1




<p>Legend</p> <p> The Land</p> <p>0 500 1,000 US Feet</p>	<p>PARCEL INFORMATION:</p> <p><u>PROJECT:</u> Blue Moon Solar</p> <p><u>OWNERSHIP:</u> WHALEN GERALD & BONNIE</p> <p><u>PARCEL IDENTIFICATION NUMBER:</u> 128-0000-013-00-000</p> <p><small>*All land not shown as Secondary Land is Primary Land</small></p>	<p>The inset map shows a grid of land parcels. A black dot is placed on the parcel labeled "Harrison", which corresponds to the location of the main parcel. Other parcel names include Boone, Galen, Green, Pendleton, Bracken, Mason, Owen, Robertson, Fleming, Nicholas, Bourzon, Scott, Frank, Wooten, Fayette, and McCollum.</p>
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Exhibit B-1

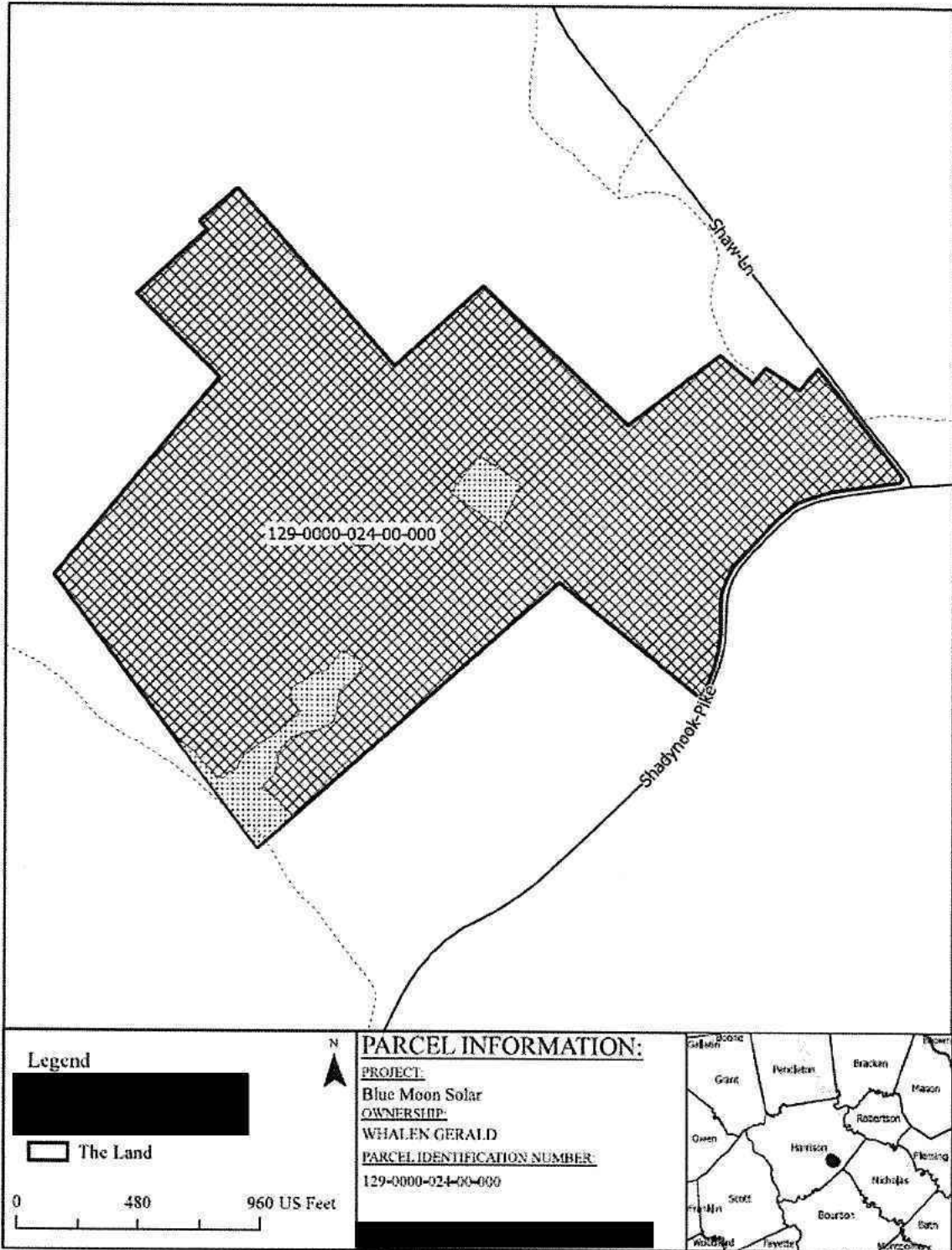


Exhibit C

[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 **GERALD M. WHALEN** and his spouse, **BONNIE WHALEN** (collectively “Landlord”), and **BLUE MOON SOLAR LLC**, a Kentucky limited liability company (“Tenant”) with its primary place of business located at 7804-C Fairview Road, #257, Charlotte, NC 28226.

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

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

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

[Signature pages follow]

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

LANDLORD:

GERALD M. WHALEN

BONNIE WHALEN

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

Notary Public in and for said State

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

Notary Public in and for said State

Exhibit A to Memorandum of Solar Ground Lease Agreement

The Land

Deeds dated April 13, 1974, recorded April 15, 1974 in Book 141, Page 698; dated February 28, 1966, recorded recorded March 1, 1966 in Deed Book 128, Page 201, Official Public Records, Harrison County, Kentucky.

Tract 1:

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

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

Being a part of the same property as that conveyed to Ethel Stump Hedges by Mac Swinford, Special Commissioner of the Harrison Circuit Court of date April 4, 1934 which said deed is a matter of record in Deed Book 97, Page 404 and a part of the same property as that conveyed Ethel Stump Hedges by Lawrence Rankin and Lucy Rankin, his wife, by, deed of date February 23, 1935 which said deed is a matter of record in Deed Book 99, Page 228 in the Office of the Clerk of the Harrison County Court.

SAVE AND EXCEPT:

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

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

Beginning at a point in the south right-of-way of Republican Pike (KY 392), a corner to Floyd Pickett & Louise Pickett (D.B. 135, Pg. 544), Commonwealth of Kentucky (D.B. 116, Pg. 311); said point being located S. 68° 49' 10" W. 896.09 feet from a point in said right-of-way, a corner to Keith Bradford (D.B. 191, Pg. 356; P.B. 1, Sh. 95); thence with the said south right-of-way of said Republican Pike (KY 392) and with said Commonwealth of Kentucky (D.B. 116, Pg. 311) for five calls as follows: (1) with a curve to the right having a radius of 5,700 feet, an arc length of 386.82 feet, and a chord bearing N. 66°19'54" E. 386.74 feet to an iron pin, (2) S. 21°43'27"E. 10.00 feet to an iron pin, (3) with a curve to the right having a radius of 5,690.00 feet, an arc length of 148.95 feet, and a chord bearing N. 69°01'33" E. 148.94 feet to an iron pin, (4) N.20°13'28" W. 10.00 feet to an iron pin, and (5) with a curve to the right having a radius of 5,700.00 feet, an arc length of 310.58 feet, and a chord bearing N. 71° 20'12". 310.54 feet to an iron pin, a corner to Parcel 2, a new division of Gerald M. Whalen & Bonnie Whalen (D.B. 141, Pg. 698), thence with said Parcel 2 S. 24°50' 00" E. 1,284.69 feet to an iron pin and S. 61°21'27" W. 746.24 feet to an iron pin, a corner to Bobby E. Thomas & Mary Lou Thomas (D.B. 134, Pg. 727; D.B. 129, Pg. 628 (Plat)); thence with said Thomas S. 65°48' 51" W. 57.38 feet to an iron pin and N. 26°49'12" W. 1,025.56 feet to an iron pin, a corner to Floyd Pickett & Louise Pickett (D.B. 135, Pg. 544); thence with said Pickett N. 25° 54' 28" W. 360.02 feet to the point of beginning containing an area of 25.497 acres more or less, and being subject to any and all easements or right-of way of record and in existence and in accordance with a survey and plat by Darnell Engineering, Inc. on April 19, 2019. See Plat recorded in Plat Cabinet 7, Sheet 4A.

Access Easement

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

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

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

SAVE AND EXCEPT:

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

BEING a part of the same property as that conveyed first parties herein by Florence Monson, a widow, by deed of date February 28, 1966 recorded in Deed Book 128, Page 201 Harrison. (Book 137, Page 31)

Tract 2:

BEGINNING at a point in the center of Shaw Lane, a corner with Francis M. Six and Austin Bailey, thence S 37° 20' E 5.00 chs. along center of Shaw Lane with Austin Bailey line to a point in the center of Shaw Lane, a corner with Ray Flannery; thence S 37° 20' E 6.32 chs. with center line of Shaw Lane and Ray Flannery line to the intersection of Shadynook Pike, a corner with Allen Berry; thence seven calls with center line of Shadynook Pike and Allen Berry line S 81° 30' W 6.17 chs.; thence S 64° 30' W 1.55 chs.; thence S 45° 30' W 4.16 chs.; thence S 31° 00' W 1.51 chs.; thence S 5° 50' W 3.03 chs.; thence S 9° 55' W 1.51 chs.; thence S 21° 35' W 2.68 chs. with center of Shadynook Pike and Allen Berry line to a point in center of said pike, a corner with Jay Ammerman; thence N 50° 55' W 11.39 chs. with fence and Jay Ammerman line to a corner fence post; thence S 49° 10' W 22.04 chs. with fence and Jay Ammerman line to a corner post on N side of Indian Creek, a corner with Douglas McLoney; thence with Douglas McLoney line and fence eleven more calls, S 76° 50' W 0.18 chs. to an ash tree on N side of said creek; thence N 43° 45' W 1.07 chs. to a box elder; thence N 69° 15' W 0.91 chs. to a Walnut tree; thence N 82° 45' W 0.78 chs. to a walnut tree; thence S 73° 25' W 0.67 chs. to a hawthorn tree; thence N 82° 05' W 0.59 chs. to an ash tree; thence N 38° 45' W 17.15 chs. to a corner post; thence N 40° 30' E 15.00 chs. to a corner post; thence N 43° 45' W 6.67 chs. to a corner fence post; thence N 44° 30' E 5.35 chs. to a corner fence post, a corner with Douglas McLoney and Francis M. Six; thence with Francis M. Six eight more calls to the beginning, N 45° 45' E 3.42 chs. with fence to a corner post; thence S 40° 20' E 14.51 chs. with fence to a corner fence post on top of hill; thence N 47° 00' E 7.27 chs. down hill with fence to a corner post; thence S 42° 20' E 12.10 chs. with fence to a corner post; thence N 50° 30' E 7.30 chs. down hill with fence to a corner post on the west side of Indian Creek (another fork); thence S 47° 45' E 3.13 chs. with fence on west side of Indian Creek to a corner post at end of rock fence; thence N 33° 10' E 1.00 chs. with fence to east side of Indian Creek; thence continuing with Francis M. Six line and fence N 43° 05' E 3.11 chs. to the center of Shaw Lane, the beginning point, containing ninety four and 36/100 (94.36) acres, as per survey by Berlyn Brown, November 11, 1965.

Being the same property conveyed James Monson by W. J. Hickman on March 1, 1900 recorded in Deed Book 63, Page 5, and by W. G. Swartz, by deed of date February 10, 1906, recorded in Deed Book 70, Page 297, and inherited from James T. Monson by Thomas Monson and Oliver Monson by Affidavit of Descent, recorded in Deed Book 100, Page 632, and the undivided one-half interest of Thomas Monson as conveyed to Oliver Monson by deed recorded in Deed Book 137, Page 31, and devised to Florence Monson by the Will of Oliver Monson recorded in Will Book "Q", Page 333, all in the office of the Clerk of the Harrison County Court.

SAVE AND EXCEPT:

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

BEING a part of the same property as that conveyed first parties herein by Florence Monson, a widow, by deed of date February 28, 1966 recorded in Deed Book 128, Page 201 Harrison County Court Clerk's Office.

Being the same real estate conveyed to William Ray Ecklar and Mabel Ecklar, his wife, by Gerald M. Whalen and Bonnie Whalen, his wife, by Deed dated November 1, 1971, recorded in Deed Book 137, Page 31, Official Public Records, Harrison County, Kentucky.

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

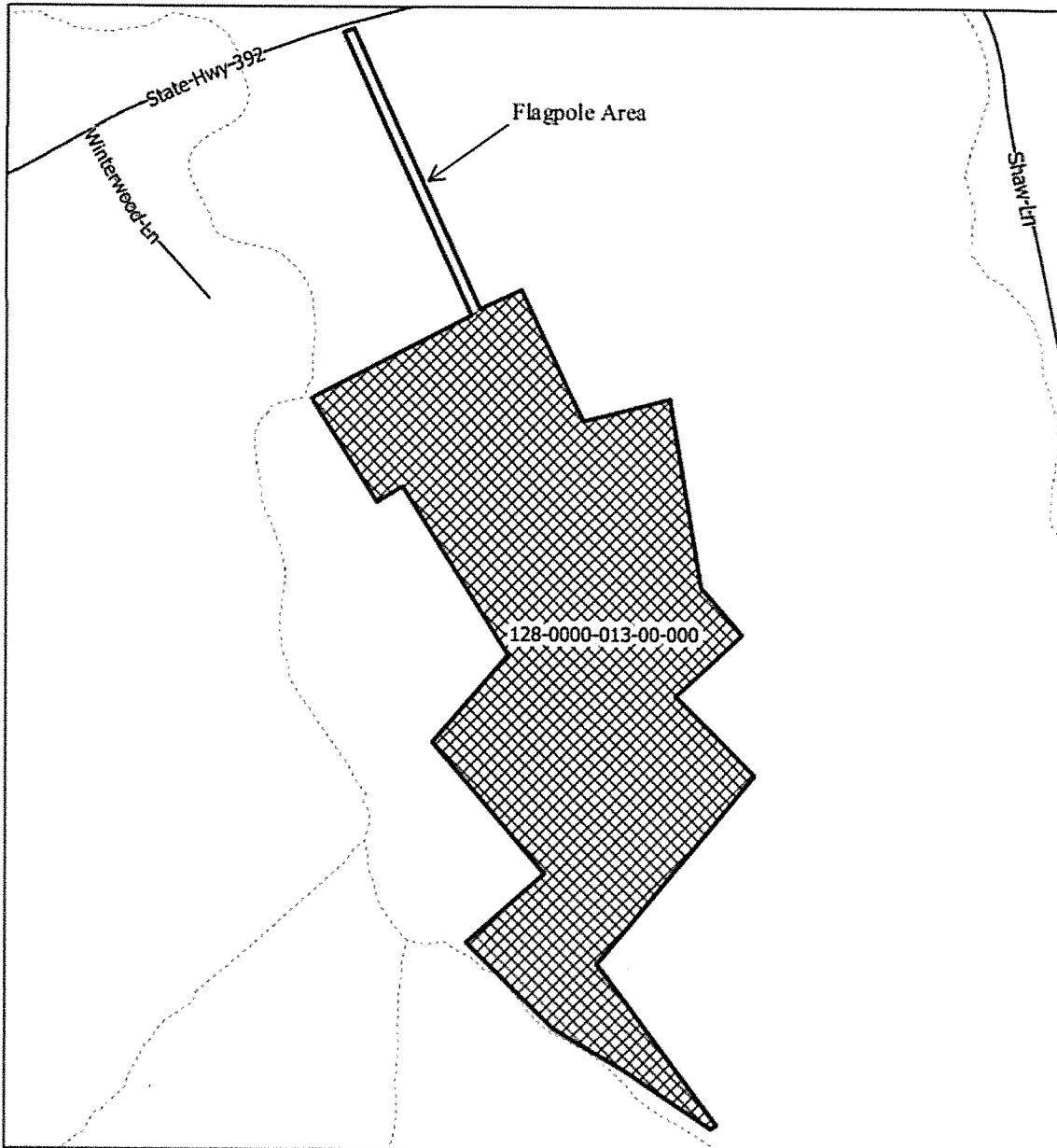
Exhibit B to Memorandum of Solar Ground Lease Agreement

The Premises

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

[See Attached]

Exhibit B





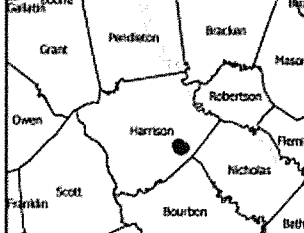
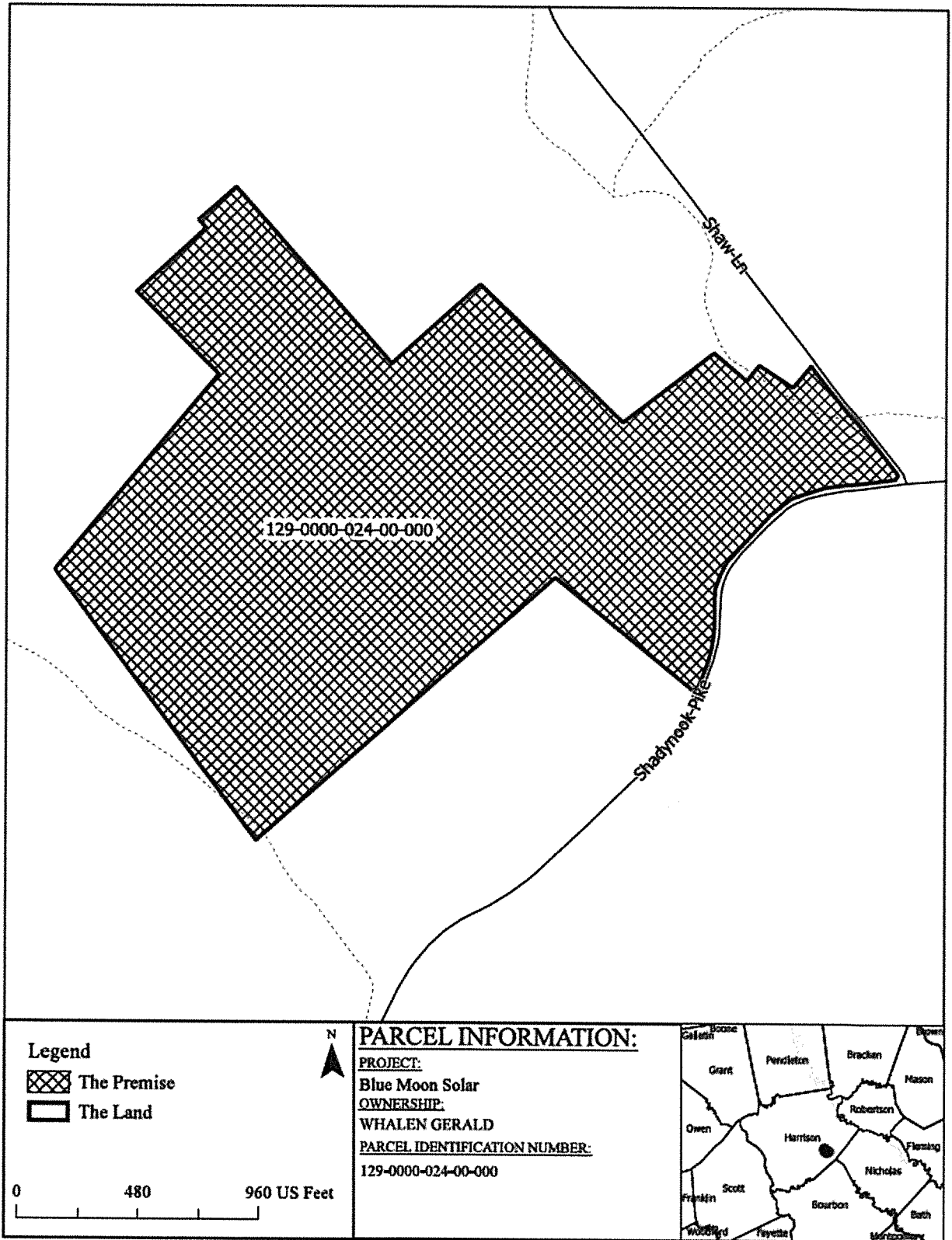
<p>Legend</p> <p> The Premises</p> <p> The Land</p> <p>0 500 1,000 US Feet</p>	<p>PARCEL INFORMATION:</p> <p><u>PROJECT:</u> Blue Moon Solar</p> <p><u>OWNERSHIP:</u> WHALEN GERALD & BONNIE</p> <p><u>PARCEL IDENTIFICATION NUMBER:</u> 128-0000-013-00-000</p>	 <p>Map showing surrounding counties: Boone, Grant, Owen, Franklin, Woodward, Pocahontas, Pendleton, Harrison, Scott, Fayette, Jackson, Mason, Robertson, Nicholas, Bourbon, Bath, Montgomery.</p>
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Exhibit B



WHEN RECORDED RETURN TO:

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

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

MEMORANDUM OF OPTION AND SOLAR GROUND LEASE AGREEMENT

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

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

LODGED FOR RECORD
HARRISON COUNTY CLERK

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

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

[Signature page follows]

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

LANDLORD:

Teryl E. Tribble
Teryl E. Tribble, an unmarried individual

STATE OF Ky)
) ss.
COUNTY OF Harrison)

On August 19, 2021, before me, Rhonda Wiglesworth, a Notary Public in and for said state, personally appeared TERYL E. TRIBBLE, 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.



Rhonda Wiglesworth
Notary Public in and for said State EXP 9-19-22

TENANT:

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

Name:

Title:

[Handwritten signature]
[Handwritten title: MANAGING DIRECTOR]

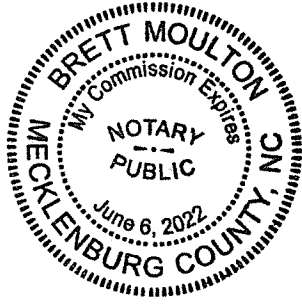
STATE OF North Carolina)
) ss.
COUNTY OF Mecklenburg)

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

WITNESS my hand and official seal.

[Handwritten signature of Brett Moulton]

Notary Public in and for said State



This instrument was prepared by and return recording to:

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

TENANT:

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

Name: [Signature]
Title: MANAGING DIRECTOR

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

On August 26, 2021, before me, Brett Moulton, a Notary Public in and for said state, personally appeared Juergen Ehr, 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 and return recording to:

[Signature]

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

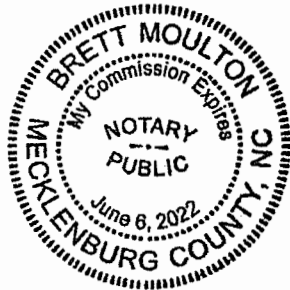


Exhibit A

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

TRACT NO. 1:

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

TRACT NO. 2:

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

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

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

TRACT NO. 3:

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

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

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

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

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

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

LESS AND EXCEPT:

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

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

AND EXCEPT:

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

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

AND EXCEPT:

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

AND EXCEPT:

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

AND EXCEPT:

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

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

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

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

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

EXHIBIT B to Memorandum of Lease



The Premises

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

[See attached]

Exhibit B



<p>Legend</p> <p> The Premises</p> <p> The Land</p> <p>0 300 600 US Feet</p>	<p>PARCEL INFORMATION:</p> <p><u>PROJECT:</u> Blue Moon Solar LLC</p> <p><u>OWNERSHIP:</u> Teryl E. Tribble</p> <p><u>PARCEL IDENTIFICATION NUMBER:</u> 130-0000-010-00-000</p>	
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OPTION AND SOLAR GROUND LEASE AGREEMENT

THIS OPTION AND SOLAR GROUND LEASE AGREEMENT (this "Lease") is made and entered into as of the 26 day of August, 2021 (the "Effective Date"), by and between **TERYL E. TRIBBLE**, an unmarried individual ("Landlord") and **BLUE MOON SOLAR LLC**, a Kentucky limited liability company ("Tenant").

WITNESSETH:

In consideration of a payment of [REDACTED] (the "Initial Option Payment") to be paid from Tenant to Landlord on or before the date that is [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 does hereby give, grant and convey unto Tenant, the right, privilege, and option to lease from Landlord, up to approximately thirty (30) acres of that certain property containing approximately 76.03 acres, located at Steffe Lane 197, 185 and 263, Cynthiana, Harrison County, Kentucky, which is more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Land"), less and except and not including the "Do Not Disturb Area" as defined in Section 6 and depicted on Exhibit B-1. The 30 acre portion of the Land leased to Tenant is located in substantially the location set forth on Exhibit B attached hereto and by this reference made a part hereof, and together with all improvements, fixtures, personal property and trade fixtures located thereon, and together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon, to be occupied and used upon the terms and conditions herein set forth is hereinafter, the "Premises". The option to lease granted hereby is hereinafter called the "Option". One Hundred and No/100 Dollars (\$100.00) of the Initial Option Payment is provided as independent consideration (the "Independent Consideration") for Tenant's right to terminate the Lease as set forth in Section 1(a), (f) and (g). The Independent Consideration is wholly earned by Landlord upon Landlord's execution of the Lease, and is not refundable, or applicable to the rent, under

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

(a) The term of the Option (the "Option Term") shall commence on the Effective Date and shall end [REDACTED]

[REDACTED] The Option may be exercised at any time prior to the expiration thereof only by Tenant giving written notice to Landlord of its exercise of the Option; provided that Tenant shall be deemed to have exercised the Option upon Tenant providing the Construction Notice to Landlord. Upon the exercise of the Option, this Lease shall become a lease agreement among Landlord and Tenant, and Landlord shall lease to Tenant, and Tenant shall lease from Landlord, the Premises, to be occupied and used upon the terms and conditions herein set forth. (The date upon which Buyer exercises the Option is hereinafter called the "Option Exercise Date"). Tenant shall have the right to terminate this Agreement at any time during the Option Term, and Tenant shall have no obligation to exercise the Option, and a failure to exercise the Option by the Option Expiration Date, as such date may be delayed pursuant to Sections 1(b), (c) and (d), shall be deemed a termination of this Agreement.

(b) [REDACTED]

[REDACTED]

(c)

[REDACTED]

(d) Upon the exercise of the Option, the term of this Lease (including any extensions or renewals, the "Term") shall commence on the Option Exercise Date and shall end [REDACTED] after the Rent Commencement Date (as hereinafter defined) (the "Expiration Date").

[REDACTED]

(e)

[REDACTED]

(f)

[REDACTED]

(g) This Option and Tenant's lease of the Premises shall be subject to the satisfaction (or waiver by Tenant) of the following contingencies (collectively the "Contingencies"):

(i) Tenant obtaining at its sole expense 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 renewable energy credit 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 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 or if Tenant otherwise determines that Tenant's leasing of the Premises is not feasible or desirable for any reason whatsoever prior to the Rent Commencement Date, Tenant may terminate this Lease by giving written notice to Landlord of such termination or election, as applicable; provided however, that Tenant's right to terminate the Lease shall expire upon the Rent Commencement Date. In the event that Tenant elects to terminate this Lease pursuant to its right to do so under this Section, if the Premises has been altered or disturbed in any manner in connection with any of Tenant's activities thereon, Tenant shall immediately return the Premises to the condition existing prior to Tenant's activities.

As part of Tenant's due diligence, during the Option Term and during the Term, 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. Tenant shall be required to carry Commercial General Liability Insurance in accordance with the requirements of Section 8(b) of this Lease during the performance of any such due diligence. During the performance of such diligence, Tenant shall use commercially reasonable efforts to minimize to the extent reasonable possible any interference with Landlord's ongoing use of the Premises, to the extent permitted under this Lease, and only upon prior notification, either oral or by agreed upon e-mail or text messaging, to Landlord of any intended on site activities, which notice Tenant shall in good faith attempt to provide at least twenty-four hours prior to such entry. Any trenches, borings or other land disturbances incurred during the testing period shall be fully restored and regraded as soon as is reasonably practicable under the circumstances after such disturbances occur.

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 Land and 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 legal description of the Land on the Survey shall be deemed inserted as Exhibit A to this Lease, automatically replacing any previous Exhibit A, and any corresponding changes based on the Survey to the depiction of the Premises on Exhibit B (and Exhibit B-1) shall be deemed inserted as Exhibit B (and Exhibit B-1) to this Lease, automatically replacing any previous Exhibit B (and Exhibit B-1).

As part of its inspections and performance of the Survey, Tenant may, from time to time prior to the Rent Commencement Date, elect to reduce the Premises subject to this Lease, for any reason or no

reason, 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”)

In the event that Tenant elects to terminate this Lease with respect to any Released Premises, if the Released Premises has been altered or disturbed in any manner in connection with any of Tenant’s activities thereon, Tenant shall immediately return the Released Premises to substantially the same condition in which they existed prior to Tenant’s activities. The portion of the Premises remaining after any partial termination of this Lease shall thereafter be the “Premises” for purposes of this Lease

Any such Released Premises shall automatically be removed from the “Premises” as that term is defined and used in this Lease. In the event that Tenant elects such partial termination, the Survey (reflecting such termination) shall be incorporated into Exhibit B 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 shall be binding on the parties hereto.

2. Construction Notice; Construction Rent; Crop Loss Payment.

(a) Tenant shall provide Landlord notice of its intent to commence construction of the solar farm on the Premises (the “Construction Notice”). The Construction Notice shall include the date on which Tenant intends to commence construction (“Construction Start Date”)

(b) Following the Construction Start Date but prior to the Rent Commencement Date (such period being referred to as the “Construction Period”), Tenant shall pay Landlord rent

3. Rent; Rent Escalation; Rent Commencement Date.

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

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

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

5. Alterations. Tenant may, at its expense, make any alterations, additions, improvements and changes (including, without limitation, removal of existing improvements and fixtures and trees and plants) to the Premises as are reasonably necessary in connection with its Intended Use of the Premises, without the consent of Landlord except that the Tenant agrees that (1) there will be no herbicides, solid weed barriers, or pesticides utilized on the Premises, (2) any gravel placed on the Premises for roadway or other purposes will utilize a permeable fabric between the existing soil and the gravel to facilitate eventual removal, and (3) Tenant will endeavor to incorporate flowering plants to support bees, butterflies, and

other pollinators within the Premises. Notwithstanding the foregoing, prior to Tenant's exercise of the Option, Landlord may continue to harvest timber on the Premises consistent with Landlord's current practices; provided however, after the exercise of the Option, Tenant's alterations, improvements, and changes to the Premises 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, including, but not limited to, United States Corps of Engineers permits, erosion control, and tax documents.

Without limiting the foregoing, 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. Do Not Disturb Area. The area labeled "Do Not Disturb Area" on Exhibit B-1 (the "Do Not Disturb Area") shall be excluded from the Premises.

7. Use and Occupancy.

(a) Upon the exercise of the Option by Tenant, Landlord shall deliver sole and exclusive possession of the Premises to Tenant for the Term. During the Term, Tenant shall be entitled to use the Premises for operation of a solar photovoltaic power array for the generation of electric power, and an energy storage system that will store electricity along with related equipment ("Energy Storage System"), vegetative cover, plants, trees, shrubs, agricultural use, fixtures, appliances, appurtenances and improvements related thereto 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. During the Term, Tenant shall have the quiet use and enjoyment of the Premises in accordance with and subject to the terms of this Lease, without any interference of any kind by Landlord or any person claiming through Landlord. During the Option Term, Landlord shall continue to have the right to continue to farm the Premises in the current manner being farmed until the giving of the "Construction Notice" at which point Landlord will vacate the Premises to the extent required by Section 2. For the avoidance of doubt, any continued farming of the Premises by Landlord permitted under Section 2 after the Construction Notice shall be performed in such a manner as to not interfere with Tenant's rights under this Lease. Notwithstanding anything else in this Lease, after the Effective Date, Landlord shall not utilize the surface of the Premises to explore for, develop, or produce

oil, gas, or other minerals from the Premises nor enter into any agreement permitting a third party to utilize the surface of the Premises to explore for, develop, or produce, oil, gas or other minerals from the Premises

(b) Notwithstanding the foregoing, Landlord and Tenant understand and agree that it is the collective intention of the parties hereto that the rights granted by Landlord to Tenant as described in this Lease apply only to the Landlord's interests in the surface estate of the Premises, and that Landlord specifically reserves and excepts from its grant of rights in this Lease any interest Landlord owns or possesses in the mineral rights in, beneath, and attributable to the Premises subject to the terms and conditions below. Landlord hereby expressly releases and waives, on behalf of itself and its successors and assigns (and agrees that all future owners and lessees of any rights, titles or interests in or to the mineral rights, shall be subject to and burdened by the following waiver of rights and automatically be deemed to include a contractual waiver by the lessee, assignee or grantee, as applicable), all rights of ingress and egress to enter upon the surface of the Premises, and the area located between the surface and 500 feet beneath the surface of the Premises for purposes of exploring for, developing, drilling, producing, transporting, or any other purposes incident to the development or production of the oil, gas or other minerals. The foregoing provision shall be a covenant running with the land binding upon any party owning any interest in, or rights to develop or use the mineral rights. However, nothing herein contained shall be construed to prevent Landlord, its successors and assigns, from obtaining the oil, gas and other minerals by directional drilling or excavation under the Premises from sites located on tracts other than the Premises and provided such directional drilling or excavation is located at a minimum depth of 500 feet below the surface of the Premises. The provisions hereof shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors and assigns. Upon five (5) business days' written request from Tenant and to the extent Landlord owns any mineral rights, Landlord agrees to execute a recordable document containing the terms of this waiver of rights, and Tenant shall have the right to record such document in the real property records of the county in which the Premises are located. Further, to the extent that (a) Landlord (and/or its predecessor(s) in interest) have conveyed or leased the mineral rights to any third party (each a, "**Mineral Rights Lessee**") or (b) there are other owners of mineral rights (each a "**Mineral Rights Party**") and such interests are still in effect, Landlord shall cooperate with Tenant in obtaining a surface rights waiver agreement from all such Mineral Rights Lessees on or before the commencement of the Construction Period. Should a surface rights waiver agreement not be obtained from all Mineral Rights Parties prior to the commencement of the Construction Period, then Tenant shall have the right to terminate this Lease by written notice to Landlord. During the Option Term if required by any Mineral Rights Party, Tenant and Landlord shall work together with the Mineral Rights Party to (i) locate and define potential drill pad or excavation locations ("**Drill Pads**"), and (ii) enter into a binding agreement (a) limiting mineral rights production to such Drill Pads; (b) providing for ingress and egress to such Drill Pads by such Mineral Rights Party on roads which may go through the Premises (at locations acceptable to Tenant, in its sole discretion) or the Released Premises, subject to such Mineral Rights Party's agreement to reimburse Tenant for the cost of the installation, repair and maintenance of such roads; and (c) providing for mutual indemnification between such Mineral Rights Party and Tenant in connection with their respective activities. All Drill Pad areas and access roads to the Drill Pads shall be deducted from the Premises, and be deemed part of the Released Premises;

Landlord further agrees that such Drill Pads shall be kept open by Landlord for the purposes of exploring for, developing, drilling, producing, transporting, or any other purposes incident to the development or production of mineral rights.

(c)

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 and required by Tenant's Lender, if any.

(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, which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises.

(c) [REDACTED]

(d) All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the Commonwealth of Kentucky and shall name the Landlord as an additional insured.

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 sole judgment, renders the remainder of the Premises is not suitable for the Intended Use (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]

[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.

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 and Tenant shall keep the Premises in good condition and repair consistent with its Intended Use.

13. Default.

[REDACTED]

14. Termination of Lease. Following the expiration or termination of this Lease as hereinabove provided, Tenant shall restore the Land 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). 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.

Tenant may, in its discretion, determine the length of such period following the expiration or termination up to a period of twenty-four (24) months (the "**Restoration Period**") 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 a daily rate for the actual number of days in such extension. 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 14, and during the Restoration Period, Tenant shall continue to pay all taxes and utilities on the Premises that would otherwise be due by Tenant during the Term of this Lease. 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 D and in a manner that does not materially, adversely affect the potential re-use of the Land or the Premises. Notwithstanding the foregoing, if Tenant is required to comply with a decommissioning plan as required by any applicable laws and regulations, or as otherwise required by any governmental agency, then Tenant shall be obligated to comply with such laws and regulations in lieu of the Template Decommissioning Plan.

15. Possession After Expiration or Termination. If Tenant fails to vacate and surrender the possession of the Premises on or before the expiration of the Restoration Period (with all removal and restoration requirements contained in Section 14 completed) Landlord shall be entitled

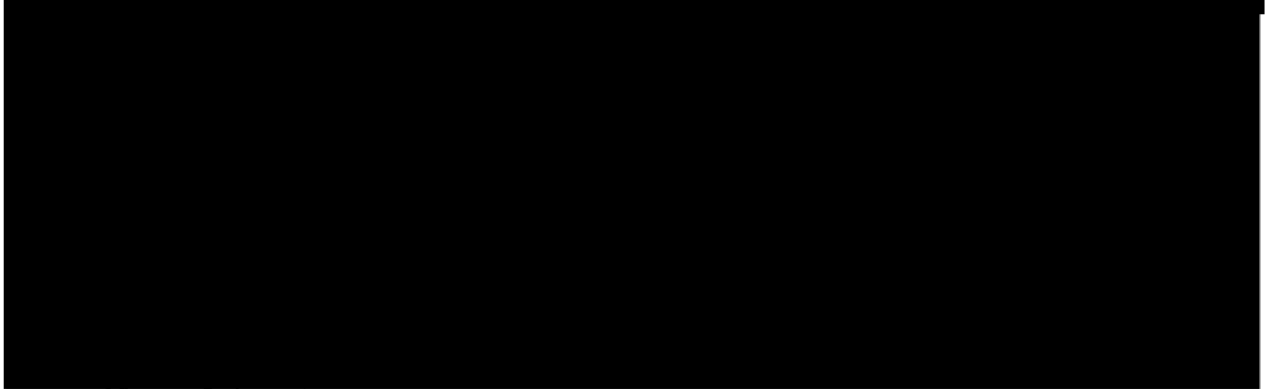
16. Binding Effect; Assignment and Subletting. This Lease shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns. Tenant may assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, without Landlord's prior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

17. Indemnifications.

(a)




(b)



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, and any party's failure to take action against the other party for any breach of any covenant shall not be deemed a waiver of such breach unless it is in writing and signed by the party possessing the right to take such action.

20. Notices; Rent Payment. 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: Teryl E. Tribble


To Tenant: Blue Moon Solar LLC
7804-C Fairview Rd., #257
Charlotte, NC 28226
Attn: Walter Putnam

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 Option and Solar Ground Lease Agreement in substantially the form attached hereto as Exhibit C. The memorandum 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. The parties shall execute an amendment to the memorandum as reasonably requested by Tenant, or if this Lease is terminated, the parties shall execute a termination agreement and record or cause to be recorded a memorandum of termination executed by Tenant.

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 Premises or any portion thereof, whereby such beneficiaries and lien holders agree not to disturb Tenant's rights under this Lease in form and substance reasonably 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 reasonably 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) To the actual knowledge of Landlord, 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 nor voluntarily 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 Energy Facilities that existed as of the date of this Lease; provided, however, that Landlord shall not be required to remove any trees or other vegetation existing as of the date hereof and Landlord retains the rights relating to the Do Not Disturb Area set forth in Section 6. [REDACTED]

(g) To Landlord's knowledge, the Land is free from any unrecorded use or occupancy restrictions;

(h) Landlord has not and, to Landlord's actual knowledge, 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) except that certain Notice of Judgment Lien on Real Estate dated December 17, 2014 in favor of Unifund CCR, LLC recorded November 21, 2015 in Book 33, Page 253, in Official Records (the "**Judgment Lien**"), there are no delinquent or outstanding assessments, liens or other impositions levied or assessed against the Premises (collectively, "**Monetary Encumbrances**");

(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 any of the following that are in Landlord's possession or control 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

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.

28. Easements.

(a) Operations Easements. If Tenant exercises the Option, Landlord hereby irrevocably grants and conveys to Tenant, for the Term, the following easements across any Released Premises and/or property owned by Landlord or in which Landlord has a controlling interest and which is adjacent to the Land (collectively, the "**Adjacent Property**"), except any portions of the Adjacent Property located in the Do Not Disturb Area, to the extent such easements are reasonably required in connection with Tenant's lease of the Premises under this Lease and the operation of the Premises for the Intended Use, 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 Tenant, 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 (notwithstanding anything to the contrary herein, Tenant shall be permitted to construct an access road across a portion of the Do Not Disturb Area as shown on Exhibit B-1.1 attached hereto and made a part hereof to enable Tenant to have access to the Premises from KY Hwy 1940 (Ruddles Mill Road);
- (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; (C) Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto and (D) 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 Energy 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 and the terms thereof 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 easements are granted to Tenant pursuant to this Section 28 on Adjacent Property and such easements prevent the continued use of such portion of the Adjacent Property as currently used by Landlord, 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. Tenant shall maintain any of its improvements within the Easements granted by this Section 28 in good condition at Tenant's sole cost and expense.

29. 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).

30. 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 or stored 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.

31. 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.

32. Confidentiality. All information acquired by any party to this Lease or any of its designated representatives (including by way of example, but not in limitation, the officers, directors, shareholders, members, and employees of Landlord or Tenant (each a “**Receiving Party**”), and such Receiving Party’s consultants, counsel, lenders, and the officers, directors, shareholders and employees of each of them) related to the terms of this Lease from the other party (the “**Disclosing Party**”) (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. Provided, no information shall be deemed to be Confidential Information if such information (i) was known to the Receiving Party or any of its officers, directors, shareholders, members, advisors, and employees of each of them prior to the Effective Date; (ii) is in the public domain or at any future date enters the public domain through no fault of the Receiving Party, its owners, employees, or agents; (iii) becomes known through the actions of the Disclosing Party, its employees and agents, or through any other third party not associated with Receiving Party, or (iv) is hereafter released with the prior written approval of the Disclosing Party. All Confidential Information shall be kept in strict confidence by the Receiving Party and shall not be disclosed to any individual or entity other than to those authorized representatives of the Receiving Party who require any portion of the Confidential Information to assist the Receiving Party in its negotiation and fulfillment of the terms of this Lease; provided, however, that Receiving Party shall have the right to disclose any such Confidential Information if required by applicable law or as may be necessary in connection with any court action or proceeding with respect to this Lease or to the Receiving Party or its employees, contractors, agents or professional advisors to the extent necessary for Receiving Party’s legitimate business purposes consistent with this Lease, and to family members for their reasonable knowledge and use relating to the Property or in connection with a sale of the Energy Facilities or power purchase agreement. Notwithstanding the foregoing, the Receiving Party shall not provide or disclose any Confidential Information to any permitting agencies or other similar authorities unless the Disclosing Party has provided its prior written consent to such disclosure. The Disclosing Party 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 the Receiving Party’s breach of this Section 32.

33. 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.

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

35. 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.

36. Estoppel. Within fifteen (15) business days after written request therefor by either party, the party receiving such request agrees to deliver a certificate to the requesting party, the requesting parties' lender (if applicable) and any proposed purchaser of the ownership interests of the requesting party (if applicable), in a commercially reasonable form (subject to reasonable modification by any applicable purchaser or lender) to the requesting parties' lender or to any proposed purchaser and/or to the requesting party setting forth the terms of the Lease, the absence of default thereunder, and such other reasonable terms requested by the requesting party or their lender or purchaser. In the event the party upon whom the request is served 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.

37. Leasehold Financing.

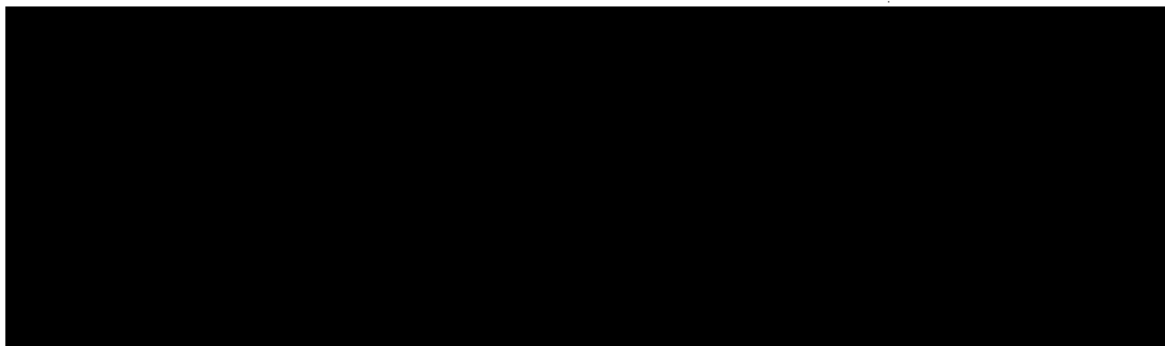
(a) Tenant, any successor or assignee of Tenant, or any holder of a sublease or license (each hereinafter sometimes referred to as an "**Obligor**") may at any time mortgage, pledge, or encumber to any entity (herein, a "**Lender**") all or any portion of the Obligor's rights and interests with respect to the leasehold interests and easements 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 (the "**Official Records**"), 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, or whose lien is recorded in the official records of the County in which the Premises is located, 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. 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.

(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. 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 Land 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, provide to Tenant and such Lender a consent and estoppel containing: (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.

38. Removal of Monetary Encumbrances



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

LANDLORD:



Terry E. Fribble

TENANT:

Blue Moon Solar LLC,
a Kentucky limited liability company

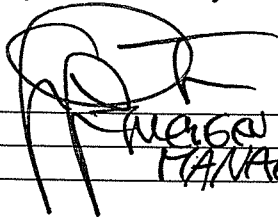
By: 
Name: MARGO FELK
Title: MANAGER

EXHIBIT A

Land

Legal Description

The Land is all of that certain property with Parcel ID No. 130-0000-010-00-000 containing approximately 76.03 acres.

Tract No. 1:

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

Tract No. 1 is the same property as that conveyed D. E. Steffe by Walter Grant, etc., on December 12, 1936, by deed recorded in Deed Book 99, Page 453.

Tract No. 2:

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

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

There is also excepted from the boundary of 89.54 acres, the following described tract of land, heretofore conveyed to R. B. McFarland, said tract of land being bounded and described as follows: **BEGINNING** at iron pin in center of Wilson Spur Pike, corner to W. M. Goodwin; thence with the center. of same N. 72 degrees and 15 minutes west 1.18 chs ; thence south 56-1/2 degrees west 1.18 chs; thence S. 83 degrees and 35 minutes W 7. 41 chs. to a point in center of said turnpike road, corner to Edgar Gragg; thence with Gragg' s line S. 00 degrees but 25 minutes E. 8. 42 chs. to a post; thence

N. 89 degrees, 35 minutes, E. 9.48 chs. to a post in W. M. Goodwin's line; thence N. 00 degrees, 20 minutes, W. 9.48 chs. to the beginning, containing 8.51 acres, D. B., 81, Page 290, leaving in the boundary of Tract No. 1 59.03 acres.

Tract No. 2 is the same property as that conveyed D. E. Steffe by John Cummins, etc, on March 11, 1929, by deed recorded in Deed Book 94, Page 508, D. E. Steffe, also known as David E. Steffe devised his interest in, the above described Tracts 1 and 2 to Lalla Steffe by will recorded in Will Book P, page 260.

Tract No. 3:

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

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

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

Tract No. 3 is the same property as that conveyed David E. Steffe and Lolla Steff by Hattie Wilson on February 1, 1946, by deed recorded in Deed Book 107, Page 365, and with right of survivorship; the said David E. Steffe having died on the day of September, 1949.

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

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

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

The land on and over which this right of way and easement runs is the same property as that conveyed Wilson Cox, etc., by Maggie W. Cox, on March 20, 1940, by deed recorded in Deed Book 102, Page 169.

LESS AND EXCEPT:

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

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

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 Deed 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.

All references are to the records of the Office of the Harrison County Court Clerk in Book 322, Page 672.

AND EXCEPT:

BEGINNING at a set P-K nail line the center of Ky. Hwy. No; 1940 (Ruddles Mill Road) a corner with Eddie Magee, Jr., Deed Book 126, page 410; thence N 89°35'47 E - 202.60 feet with line and fence of Eddie Magee, Jr., to a set iron pipe in fence, a corner with Charles Tribble, Deed Book 130, Page 782;

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

Being a part of the same property as that conveyed Charles Tribble and Ernestine S. Tribble, his wife, by Lalla Steffe by deed dated the 16th day of February, 1968 and which is recorded in Deed Book 130, Page 782. By a Land Contract dated the 23rd day of July, 1982, Charles C. Tribble and Ernestine Tribble, his wife, conveyed said real estate to Paul J. Colson and Sarah Jane Colson and which is recorded in Deed Book 161, Page 678.

All references are to the records of the Harrison County Court Clerk's Office in Book 188, Page 133.

AND EXCEPT:

A certain lot or tract of land lying in the County of Harrison, State of Kentucky, about five miles east of Cynthiana on Steffe Lane (off Ruddles Mill Road) and being further described as follows: **BEGINNING** at a point in the center of Steffe Lane about 119.6 ft. west of the center of a 9' concrete

culvert (shown on accompanying plat), a corner with Charles Tribble; thence N. $27^{\circ}40' E$. 263.60 ft. (15.7' to pipe in line and fence) with line of Charles Tribble to a set steel pipe in fence; thence N. $83^{\circ}01' E$. 246.40 ft. with line and fence of Charles Tribble to a set steel pipe in fence, a corner with Wilson Cox; thence S. $0^{\circ}25' E$. 218.00 ft. with fence and line of Wilson Cox to a point in center of Steffe Lane (passing by west edge of a large hackberry tree at north side of road); thence S. $83^{\circ}01' W$. 370.60ft. along the center line of Steffe Lane to the beginning point, containing one and 53/100 (1.53) acres a plat of which is of record in Plat Book 1, Page 14B.

Being a part of Tract #2 of the property Lalla Steffe conveyed to Charles C. Tribble &c., on February 16, 1968, by deed of record d in Deed Book 130, Page 782.

All references are to the records of the Harrison County Court Clerk's office in Book 136, Page 813.

AND EXCEPT:

BEGINNING at a set P-K nail in the center of Ruddles Mill Road, a corner with Paul Colson, Deed Book 161, Page 678: **THENCE** N $84^{\circ}51'45'' E$ - 193.54 feet down hill with fence and line of Paul Colson to a set iron pipe by a corner fence post, a corner with Charles Tribble, Deed Book 130, Page 782; thence with Tribble's line three calls, N $84^{\circ}51'45'' E$ - 111.44 feet down hill to a set iron pin in fence about 10 feet above north gate post; thence S $11^{\circ}58'59'' E$ - 285.69 feet around hill to a set iron pin; thence S $84^{\circ}01'59'' W$ - 304.18 feet up hill to a set P-K nail in the center of Ruddles Mill Road; thence

N $12^{\circ}02'32'' W$ - 290.17 feet with center of Ruddles Mill Road, the beginning point, containing two and 000/10000 (2.000) acres. According to physical survey Berlyn Brown, Ky. RLS 763 on April 22, 1986.

BEING a portion of that same property conveyed to Charles C. Tribble and his wife, Ernestine Tribble, by deed dated the 16th day of February, 1968, of record at Deed Book 130, Page 782, in the Office of the Clerk of the Harrison County Court in Book 171, Page 280.

AND EXCEPT:

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

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

BEGINNING at a mag nail set in the center of Ruddles Mills Pike (KY HWY 1940), a corner to a new division of Charles C. Tribble & Ernestine S. Tribble; said point lying N. $08^{\circ}30'00'' W$. 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. $78^{\circ}08'49'' E$. passing an iron pin at 21.59 feet, in all 261.39 feet to an iron pin and S. $04^{\circ}48'01'' W$. 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. $83^{\circ}36'09'' W$. 191.39 feet to a rail road spike at the intersection of Ruddles Mills Pike (KY HWY 1940) and Steffe Lane; thence with the center of Ruddles Mills Pike N. $08^{\circ}30'00'' W$. 272.44 feet to the point of beginning containing an area of 1.469 acres more or less, and being subject to any

and all easements or rights-of-way of record and in existence and in accordance with a survey and plat by Allen Patrick Darnell, PE PLS on March 25, 2004. See Plat recorded in Plat Cabinet 4, Sheet 534A

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

All references are to records in the Office of the Harrison County Court Clerk in Book 275, Page 363.

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

EXHIBIT B

Location of Premises

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

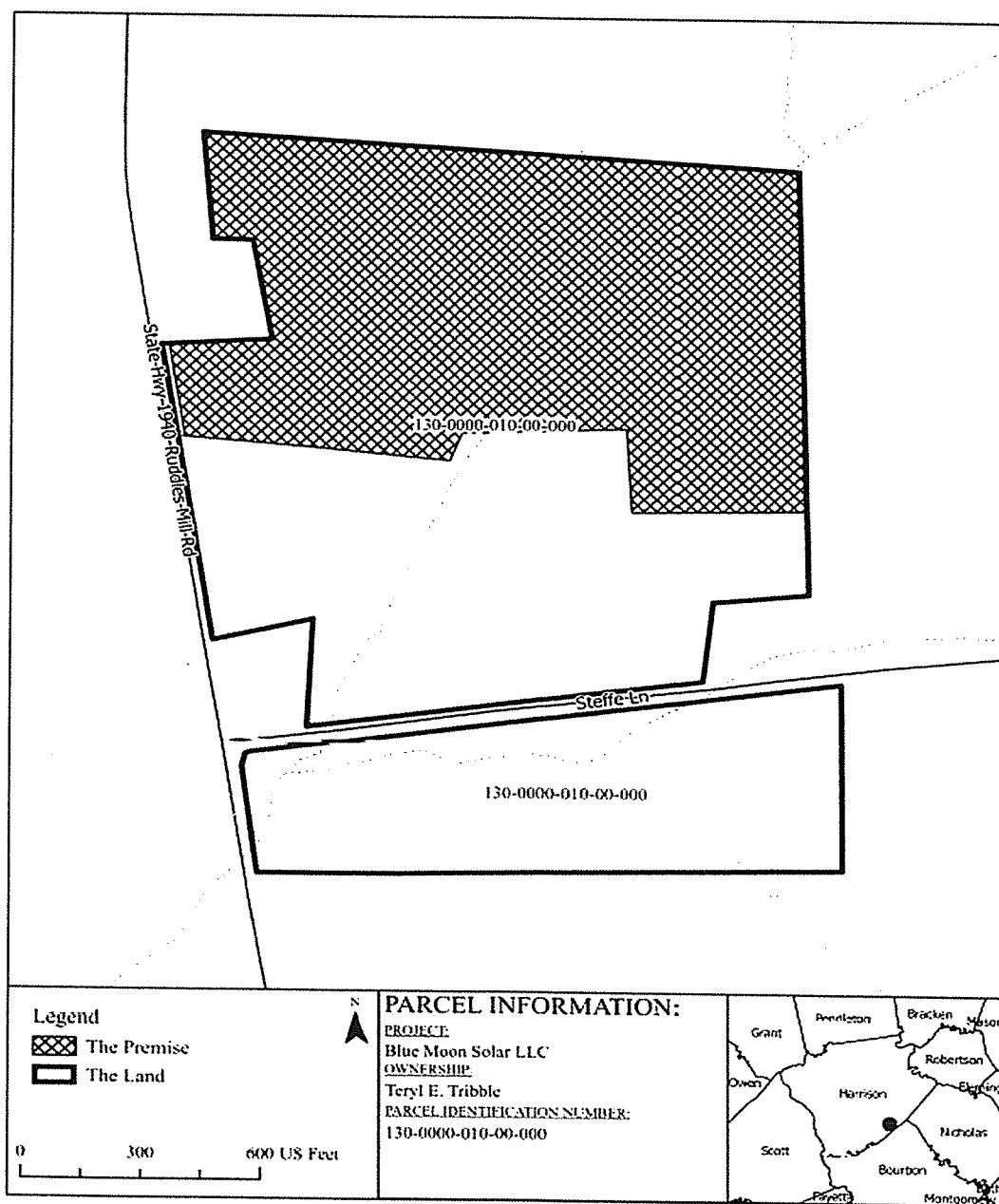


EXHIBIT B-1

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




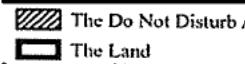

<p>Legend</p> <p> The Do Not Disturb Area</p> <p> The Land</p> <p>0 300 600 US Feet</p>	<p>PARCEL INFORMATION:</p> <p><u>PROJECT:</u> Blue Moon Solar LLC</p> <p><u>OWNERSHIP:</u> Teryl E. Tribble</p> <p><u>PARCEL IDENTIFICATION NUMBER:</u> 130-0000-010-00-000</p>	 <p>Grant Pendleton Bracken Mason Robertson Owen Harrison Elbert Nicholas Scott Bourbon Pavelt Montgomery</p>
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EXHIBIT C

Memorandum of Lease

MEMORANDUM OF OPTION AND SOLAR GROUND LEASE AGREEMENT

This Memorandum of Option and Solar Ground Lease Agreement ("Memorandum") is entered into this _____ day of _____, 2021, by and between **TERYL E. TRIBBLE**, an unmarried person ("Landlord"), and **BLUE MOON SOLAR LLC**, a Kentucky limited liability company ("Tenant").

1. Landlord and Tenant entered into that certain Option and Solar Ground Lease and Agreement dated _____, 20__ (the "Lease"), pursuant to which Landlord has granted to Tenant an option to lease up to 30 acres (the "Premises") being a portion of that certain real property more particularly described on Exhibit A hereby incorporated by this reference (the "Land"), less and except and not including the Do Not Disturb Area as defined in the Lease and depicted on Exhibit B-1, with the Premises being in substantially the location depicted on Exhibit B hereby incorporated by this reference.
2. The option term commences on the date of the Lease and expires on the date that is the earlier to occur of (i) December 31, 2021 (which date may be extended pursuant to the terms of the Lease until December 31, 2023) and (ii) the date that Tenant provides the Construction Notice (as defined in the Lease) (either such date, the "Option Expiration Date").
3. Upon exercise of the option, the lease shall automatically commence upon the Option Exercise Date (as defined in the Lease) and shall expire on the date that is two hundred forty (240) months following the Rent Commencement Date (as such term is defined in the Lease), subject to extensions described below.
4. The Lease has four (4) renewal terms of five (5) years each.
5. The Lease includes non-exclusive easements in favor of Tenant for ingress and egress, transmission lines, collection lines, and data and telecommunications lines, and related facilities and improvements, on, above, under and across Landlord's Adjacent Property, which is defined as all or any portion of the Released Premises, as that term is defined in the Lease.
6. In the Lease Landlord waived the lien granted under Kentucky Revised Statutes §383.070 as to any personal property of Tenant or any sublessee under any sublease claiming under Tenant located on the Premises.
7. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed and all terms of which are incorporated into this Memorandum by reference, including the defined terms of the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein shall not be construed to modify or amend the terms thereof. In the event of a conflict

between this Memorandum and the Lease, the Lease shall control. Upon the expiration of the stated Lease term, this Memorandum shall automatically terminate.

8. This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

[Signature page follows]

EXHIBIT A to Memorandum of Lease

Land

The following real property as described in Book 275, Page 363 of the Official Records of Harrison County, Kentucky:

Tract No. 1:

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

Tract No. 1 is the same property as that conveyed D. E. Steffe by Walter Grant, etc., on December 12, 1936, by deed recorded in Deed Book 99, Page 453.

Tract No. 2:

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

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

There is also excepted from the boundary of 89.54 acres, the following described tract of land, heretofore conveyed to R. B. McFarland, said tract of land being bounded and described as follows: **BEGINNING** at iron pin in center of Wilson Spur Pike, corner to W. M. Goodwin; thence with the center. of same N. 72 degrees and 15 minutes west 1.18 chs ; thence south 56-1/2 degrees west 1.18 chs; thence S. 83 degrees and 35 minutes W 7. 41 chs. to a point in center of said turnpike road, corner to Edgar Gragg; thence with Gragg' s line S. 00 degrees but 25 minutes E. 8. 42 chs. to a post; thence N. 89 degrees, 35 minutes, E. 9. 48 chs. to a post in W. M. Goodwin's line; thence N. 00 degrees, 20

minutes, W. 9.48 chs. to the beginning, containing 8.51 acres, D. B, 81, Page 290, leaving in the boundary of Tract No. 1 59.03 acres.

Tract No. 2 is the same property as that conveyed D. E. Steffe by John Cummins, etc, on March 11, 1929, by deed recorded in Deed Book 94, Page 508, D. E. Steffe, also known as David E. Steffe devised his interest in, the above described Tracts 1 and 2 to Lalla Steffe by will recorded in Will Book P, page 260.

Tract No. 3:

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

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

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

Tract No. 3 is the same property as that conveyed David E. Steffe and Lolla Steff by Hattie Wilson on February 1, 1946, by deed recorded in Deed Book 107, Page 365, and with right of survivorship; the said David E. Steffe having died on the day of September, 1949.

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

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

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

The land on and over which this right of way and easement runs is the same property as that conveyed Wilson Cox, etc., by Maggie W. Cox, on March 20, 1940, by deed recorded in Deed Book 102, Page 169.

LESS AND EXCEPT:

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

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

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 Deed 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.

All references are to the records of the Office of the Harrison County Court Clerk in Book 322, Page 672.

AND EXCEPT:

BEGINNING at a set P-K nail line the center of Ky. Hwy. No; 1940 (Ruddles Mill Road) a corner with Eddie Magee, Jr., Deed Book 126, page 410; thence N 89°35'47 E - 202.60 feet with line and fence of Eddie Magee, Jr., to a set iron pipe in fence, a corner with Charles Tribble, Deed Book 130, Page 782;

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

Being a part of the same property as that conveyed Charles Tribble and Ernestine S. Tribble, his wife, by Lalla Steffe by deed dated the 16th day of February, 1968 and which is recorded in Deed Book 130, Page 782. By a Land Contract dated the 23rd day of July, 1982, Charles C. Tribble and Ernestine Tribble, his wife, conveyed said real estate to Paul J. Colson and Sarah Jane Colson and which is recorded in Deed Book 161, Page 678.

All references are to the records of the Harrison County Court Clerk's Office in Book 188, Page 133.

AND EXCEPT:

A certain lot or tract of land lying in the County of Harrison, State of Kentucky, about five miles east of Cynthiana on Steffe Lane (off Ruddles Mill Road) and being further described as follows: **BEGINNING** at a point in the center of Steffe Lane about 119.6 ft. west of the center of a 9' concrete culvert (shown on accompanying plat), a corner with Charles Tribble; thence N. 27°40 E. 263.

60 ft. (15. 7' to pipe in line and fence) with line of Charles Tribble to a set steel pipe in fence; thence N. 83°01' E. 246. 40 ft . with line and fence of Charles Tribble to a set steel pipe in fence, a corner with Wilson Cox; thence S. 0 ° 25 E. 218. 00 ft. with fence and line of Wilson Cox to a point in center of Steffe Lane (passing by west edge of a large hackberry tree at north side of road); thence S. 83°01' W. 370.60ft. along the center line of Steffe Lane to the beginning point, containing one and 53/100 (1. 53) acres a plat of which is of record in Plat Book 1, Page 14B.

Being a part of Tract #2 of the property Lalla Steffe conveyed to Charles C. Tribble &c., on February 16, 1968, by deed of record d in Deed Book 130, Page 782.

All references are to the records of the Harrison County Court Clerk's office in Book 136, Page 813.

AND EXCEPT:

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

BEING a portion of that same property conveyed to Charles C. Tribble and his wife, Ernestine Tribble, by deed dated the 16th day of February , 1968, of record at Deed Book 130, Page 782, in the Office of the Clerk of the Harrison County Court in Book 171, Page 280.

AND EXCEPT:

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

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

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

plat by Allen Patrick Darnell, PE PLS on March 25, 2004. See Plat recorded in Plat Cabinet 4, Sheet 534A

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

All references are to records in the Office of the Harrison County Court Clerk in Book 275, Page 363.

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

EXHIBIT B to Memorandum of Lease

The Premises

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

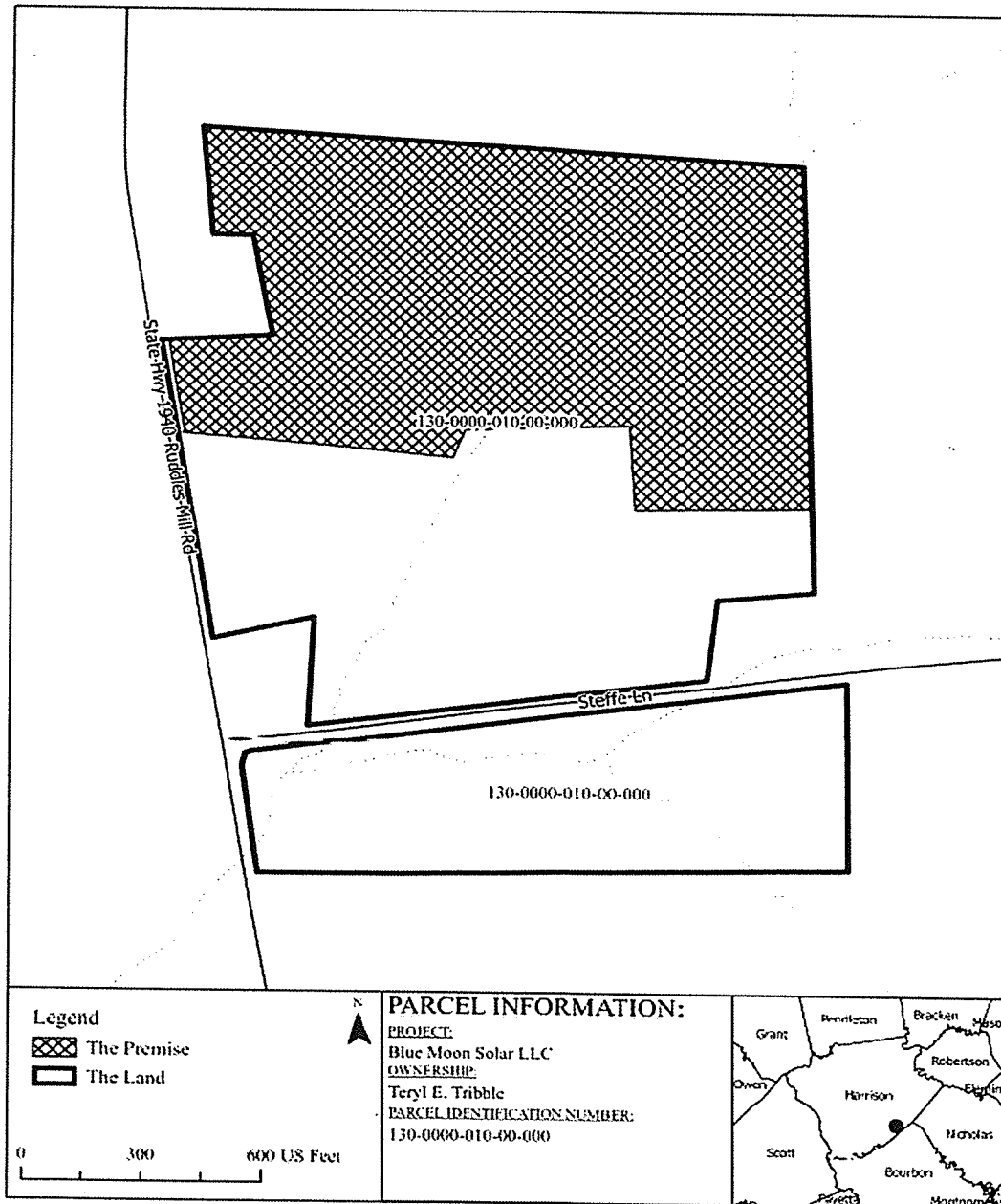
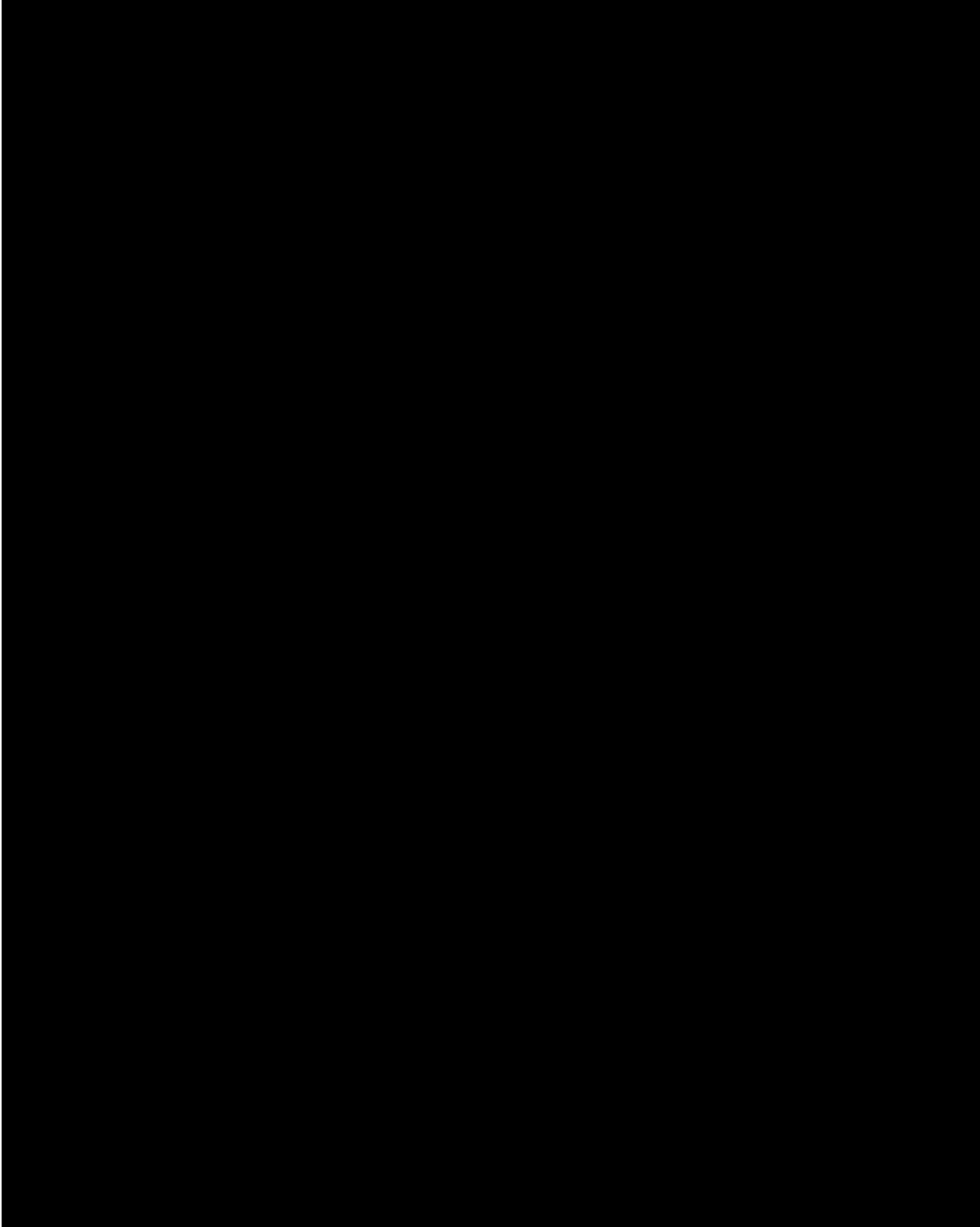
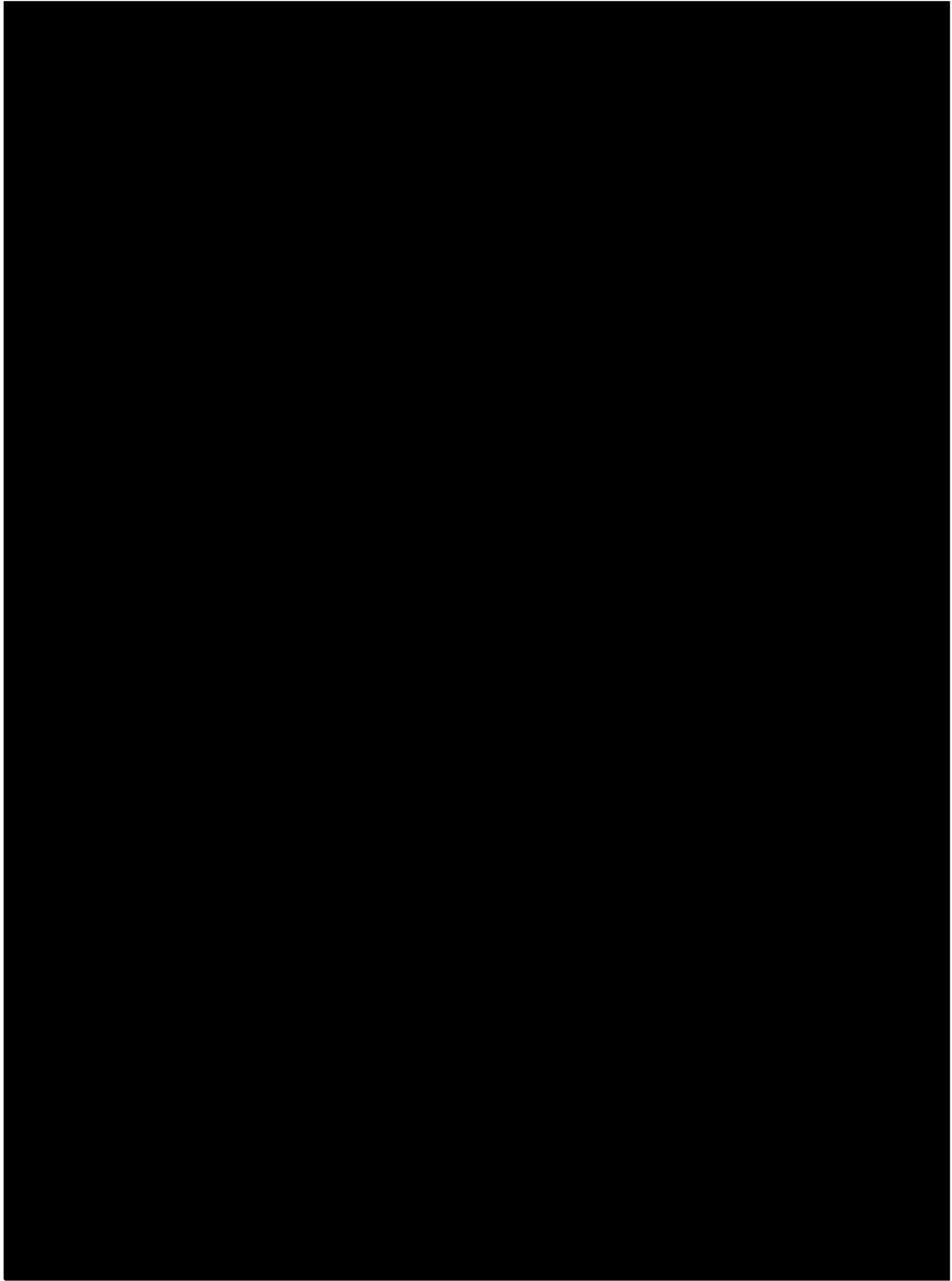
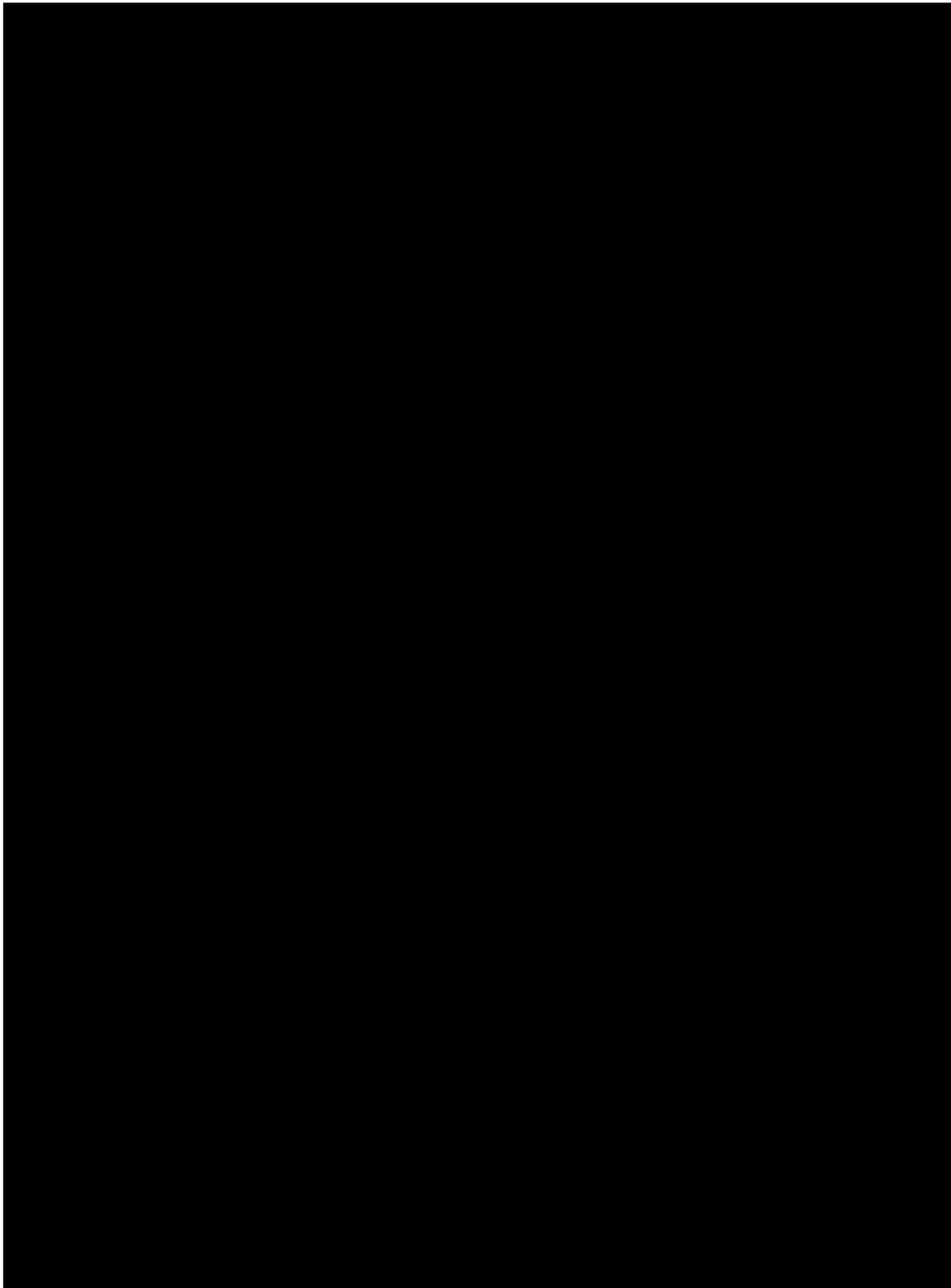


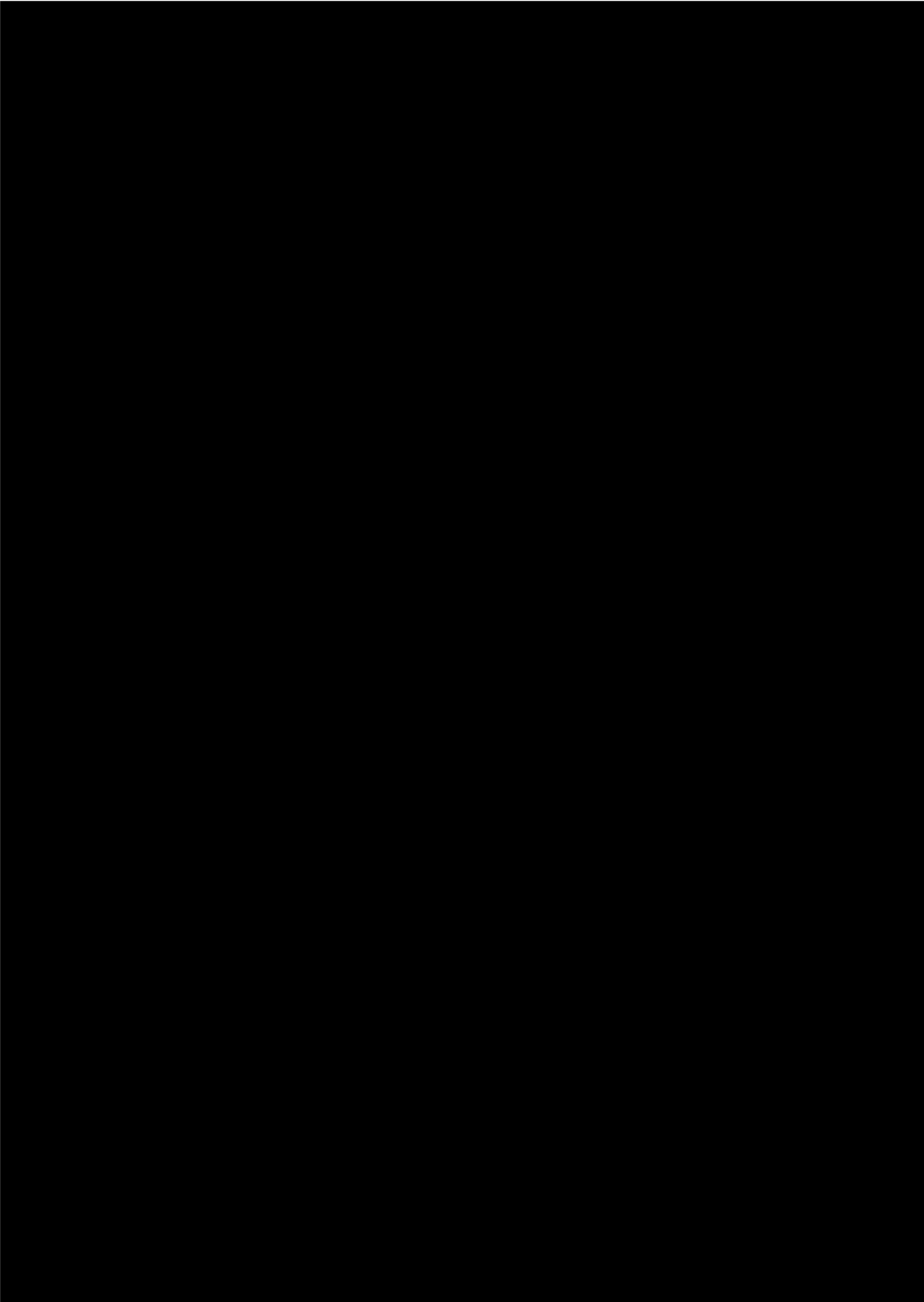
EXHIBIT D

Template Decommissioning Plan











SOLAR GROUND LEASE AGREEMENT

THIS SOLAR GROUND LEASE AGREEMENT (this "Lease") is made and entered into as of the 15th day of Dec, 2017 (the "Effective Date"), by and between James C. Wilson and wife Diane B. Wilson (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 within [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 property approximately 94.7 acres with Parcel ID No. of 117-0000-009-00-000, located at 2140 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]

(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 on or prior to the Phase 1 Payment Date.

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]

[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]

(c)

[REDACTED]

(d)

[REDACTED]

(e)

[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. Landlord may identify to the Tenant any improvements, structures, or fixtures which he wishes to retain. Such items can be removed from the Premises by and at the expense of the Landlord. Any such items must be removed prior to the date identified in the Notice of Proceeding when the Tenant will commence construction and those items remaining at that date will come under the control and responsibility of the Tenant. 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,

[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]

[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: James C. Wilson and Diane B. Wilson



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 [REDACTED]

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") and in a location mutually agreed between the Landlord and the Tenant 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) A temporary easement on, over, across and under the Adjacent Property, to be used as necessary for access 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:

James C. Wilson
By: James C. Wilson
Name: James C. Wilson
Title: Owner

Diane B. Wilson
By: Diane Wilson
Name: DIANE WILSON
Title: OWNER

TENANT:

[Signature]
By: [Signature]
Name: THURGOOD FENNER
Title: MANAGER

EXHIBIT A

Premises



James C. Wilson and Diane B. Wilson
Parcel ID: 117-0000-009-00-000
94.7 Acres – 2140 KY Hwy 36 E Cynthiana, KY 41031

SOLAR GROUND LEASE AGREEMENT

THIS SOLAR GROUND LEASE AGREEMENT (this "Lease") is made and entered into as of the 10th day of January, 2018 (the "Effective Date"), by and between Gerald M. Whalen (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 property with Parcel ID No. of 128-0000-013-00-000 containing approximately 87 acres , and with Parcel ID No. 129-0000-024-00-000 containing approximately 90 acres located at Hwy 392 (Republican Pike) and at 1375 Shadynook Pike (respectively), 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] (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 Tennat's sole discretion, to Terminate this Lease by giving written notice to Landlord on or prior to the Phase 1 Payment Date.

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]

[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] 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]

[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]

[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)

[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: Gerald M. Whalen


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 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. [Insert if Landlord needs reserved access.] 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**".

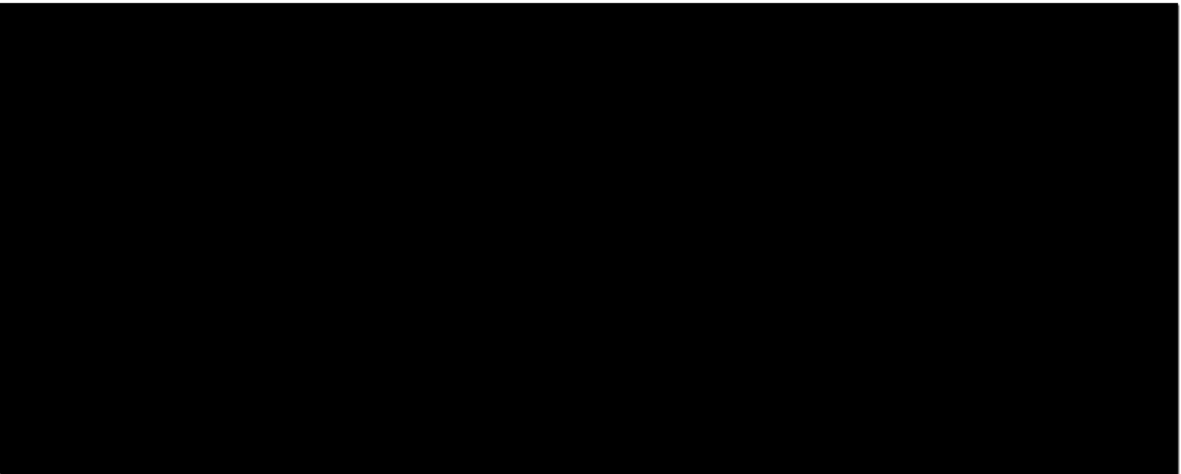
(b) Tenant and Landlord expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in subsection (a) above, then notwithstanding any other provision of this Lease to the contrary:

(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,



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:

Gerald M. Whalen
GERALD M. WHALEN
By: GERALD M. WHALEN
Name: _____
Title: Land owner

TENANT:

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

EXHIBIT A

Land



Gerald M. Whalen
Parcel ID: 128-0000-013-00-000 87 Acres
Hwy 392 (Republican Pike) Cynthiana, KY 41031

Parcel ID: 129-0000-024-00-000 90 Acres
1375 Shadynook Pike Cynthiana, KY 41031

Exhibit B

Premises



Gerald M. Whalen
Parcel ID: 128-0000-013-00-000 87 Acres
Hwy 392 (Republican Pike) Cynthiana, KY 41031

Parcel ID: 129-0000-024-00-000 90 Acres
1375 Shadynook Pike Cynthiana, KY 41031

SOLAR GROUND LEASE AGREEMENT

THIS SOLAR GROUND LEASE AGREEMENT (this "Lease") is made and entered into as of the 21 day of May, 2019 (the "Effective Date"), by and between Paul D. and Ruth F. Wilson Irrevocable Living Trust (utd March 25, 2019) (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 property with Parcel ID No. 129-0000-009-00-000 containing approximately 102 acres located at 731 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]

[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 on or prior to the Phase 1 Payment Date.

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"). 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.

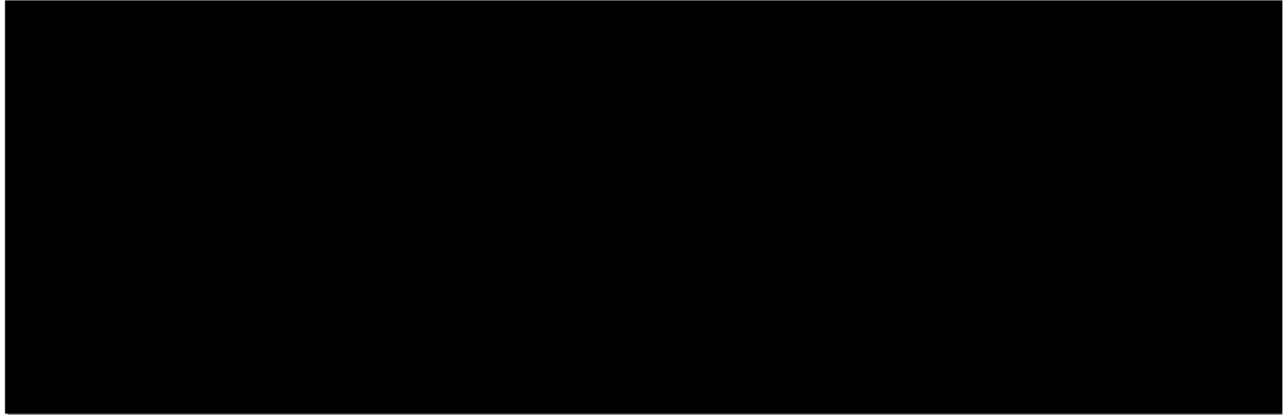
7. Insurance.

(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]

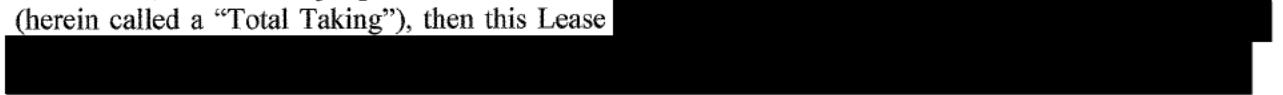


9. Fire or Other Casualty. In the event that the Premises, the improvements thereon, or any portions thereof, are damaged by fire or other casualty during the Term, and if in Tenant's sole judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Premises or the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

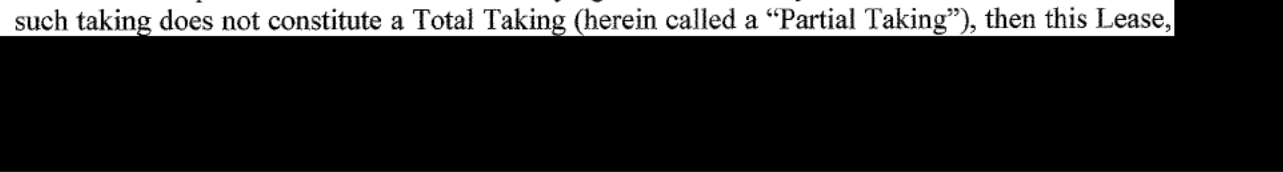


10. Condemnation.

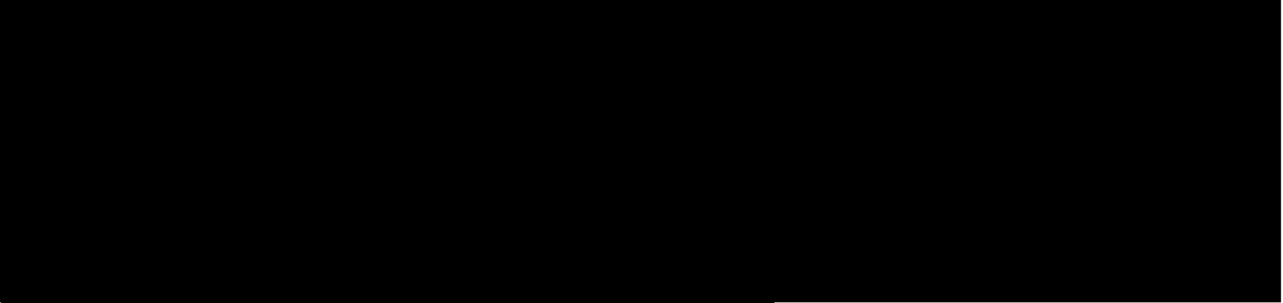
(a) In the event that the whole of the Premises shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, or such portion thereof that, in Tenant's judgment, the remainder of the Premises is not suitable for Tenant's purposes (herein called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



(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.

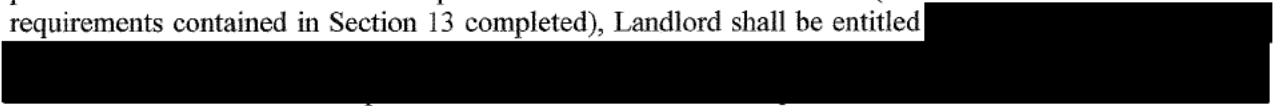
12. Default



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: Paul F. and Ruth D. Wilson
Irrevocable Living Trust



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 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. 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.

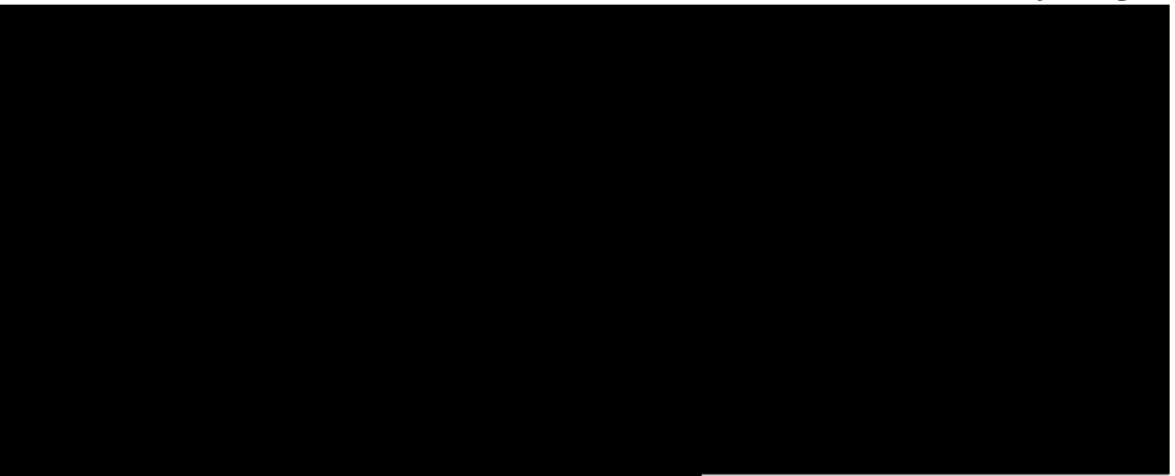
(a) Tenant, any successor or assignee of Tenant, or any holder of a sublease or license (each hereinafter sometimes referred to as an “**Obligor**”) may at any time mortgage, pledge, or encumber to any entity (herein, a “**Lender**”) all or any portion of the Obligor’s rights and interests under this 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:

Paul D. Wilson
Paul D. Wilson
By: Paul D. Wilson
Name: _____
Title: owner

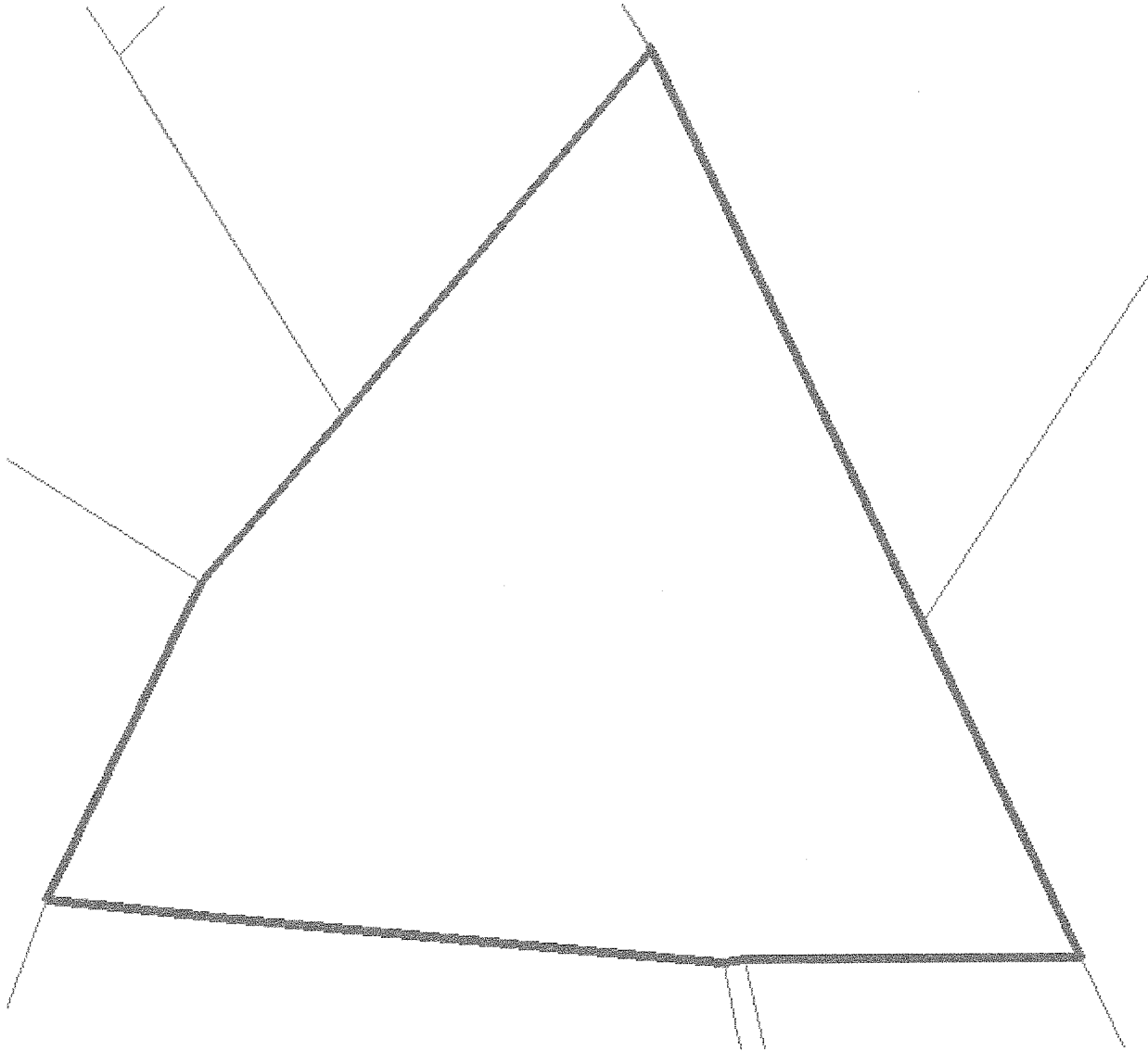
Ruth F. Wilson
By: Ruth F. Wilson
Name: Ruth F. Wilson
Title: owner

TENANT:

By: _____
Name: MARGEN FELL
Title: MANAGER

EXHIBIT A

Land



Paul D. and Ruth F. Wilson
Irrevocable Living Trust
Parcel ID: 129-0000-009-00-000 102 Acres
731 Hedges Lane, Cynthiana, KY 41031

Exhibit B

Premises



Paul D. and Ruth F. Wilson
Irrevocable Living Trust
Parcel ID: 129-0000-009-00-000 102 Acres
731 Hedges Lane, Cynthiana, KY 41031

FIRST AMENDMENT TO SOLAR GROUND LEASE

THIS FIRST AMENDMENT TO SOLAR GROUND LEASE (this "**Amendment**") dated as of May, 24, 2019 (the "**Effective Date**"), by and between **GERALD WHALEN** and **BONNIE WHALEN** ("**Landlord**") and **BLUE MOON SOLAR LLC**, a Kentucky limited liability company ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease dated as of January 10, 2018 ("**Lease**"), pursuant to which Landlord leased to Tenant and Tenant leased from Landlord certain real property consisting of approximately 177 acres, located in Cynthiana, Kentucky, and identified as Tax Parcel Nos. 128-0000-013-00-000 and 129-0000-024-00-000, as further identified on Exhibit A (the "Land") and Exhibit B (the "Premises") of the Lease upon and subject to all of the terms, covenants and conditions set forth in the Lease; and

WHEREAS, Landlord and Tenant desire to add Bonnie Whalen as a Landlord and add Exhibit C to the Lease;

WHEREAS, Landlord and Tenant desire to further amend and modify the Lease upon the terms and conditions set forth in this Amendment, and

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration exchanged by Landlord and Tenant, the receipt and sufficiency of which hereby expressly are acknowledged, it is hereby agreed as follows:

1. **Capitalized Terms**. For purposes of this Amendment, capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to them in the Lease.

2. **Landlord**. Bonnie Whalen shall be added as a Landlord party to the Lease.

3. **Exhibit B**. Exhibit B (Premises) is replaced with the attached revised Exhibit B.

4. **Exhibit C**. The Exhibit to this Amendment is hereby added as "Exhibit C" to the Lease as the "Do Not Disturb Area".

5. **Miscellaneous**.

(a) Except as modified by this Amendment, the Lease (and all of the covenants, agreements, terms, provisions and conditions thereof) shall remain in full force and effect. The covenants, agreements, terms, provisions and conditions contained in this Amendment shall bind the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. To the extent there is any conflict between the provisions of this Amendment and the Lease, the provisions contained in this Amendment shall govern and control.

(b) This Amendment may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, and all of which when taken together shall constitute one and the same instrument.

(c) This Amendment contains the entire agreement between the parties hereto relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

(d) This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, irrespective of its principles of conflicts of laws.

(e) If any of the provisions of this Amendment, or its application to any situation, shall be held invalid or unenforceable to any extent, the remainder of this Amendment, or the application thereof to situations other than that as to which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

(f) This Amendment may not be altered, modified or amended except pursuant to a written agreement executed and delivered by Landlord and Tenant.

(g) The recitals first set forth in this Amendment are incorporated into this Amendment and are, and shall for all purposes be deemed to be, a part of this Amendment.

(h) It is specifically understood and agreed by and between the parties hereto that each party has had the opportunity to seek its private counsel. It is understood and agreed that the parties shall be deemed to have drafted this Amendment in a way to avoid any negative inference by any court as against the preparer of this Amendment.


(i) Tenant represents and warrants to Landlord that, as of the date hereof: (a) the Lease is in full force and effect and has not been further modified except pursuant to this Amendment; and (b) the individual(s) signing this Amendment on behalf of Tenant is/are duly empowered and authorized to do so on behalf of Tenant.


(j) Landlord represents and warrants to Tenant that, as of the date hereof: (a) the Lease is in full force and effect and has not been further modified except pursuant to this Amendment; and (b) the individual(s) signing this Amendment on behalf of Landlord is/are duly empowered and authorized to do so on behalf of Landlord.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Amendment as of the day and year first written above.

LANDLORD:


Gerald Whalen


Bonnie Whalen

TENANT:

BLUE MOON SOLAR LLC, a Kentucky limited liability company

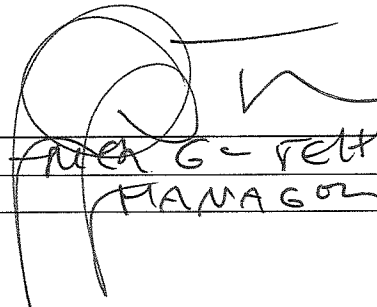

By: _____
Name: ADAM G. FELTHAM
Title: MANAGER

Exhibit B

Premises



Gerald and Bonnie Whalen
Parcel ID: 128-0000-013-00-000 87 Acres
[Redacted]

Parcel ID: 129-0000-024-00-000 90 Acres
[Redacted]

Exhibit C
DO NOT DISTURB AREA



FIRST AMENDMENT TO SOLAR GROUND LEASE

THIS FIRST AMENDMENT TO SOLAR GROUND LEASE (this "**Amendment**") dated as of October 8th, 2019 (the "**Effective Date**"), by and between JAMES C. WILSON and wife, DIANE B. WILSON ("**Landlord**") and BLUE MOON SOLAR LLC, a Kentucky limited liability company ("**Tenant**").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into that certain Lease dated as of December 1, 2017 ("**Lease**"), pursuant to which Landlord leased to Tenant and Tenant leased from Landlord certain real property consisting of approximately 94.7 acres, located in Cynthiana, Kentucky, and identified as Tax Parcel Nos. 117-0000-009-00-000 known as the Land in the Lease upon and subject to all of the terms, covenants and conditions set forth in the Lease; and

WHEREAS, Landlord and Tenant have entered into an Option to Purchase dated October 8, 2019 (the "**Option**") for portion of the Land that is subject to the Lease consisting of approximately five (5) acres to be confirmed by a survey (the "**Option Property**");

WHEREAS, Landlord and Tenant desire to exclude from the Premises an 11 acre portion of land owned by the Landlord;

WHEREAS, Landlord and Tenant desire to further amend and modify the Lease upon the terms and conditions set forth in this Amendment, and

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration exchanged by Landlord and Tenant, the receipt and sufficiency of which hereby expressly are acknowledged, it is hereby agreed as follows:

1. **Capitalized Terms**. For purposes of this Amendment, capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to them in the Lease.

2. **Premises**. The Option Property is hereby removed from the Land and Premises. Exhibit A to the Lease is hereby replaced with Exhibit A attached hereto. The Witnesseth paragraph of the Lease is hereby amended to remove "94.7" acres and replace it with "78.7" acres.

3. **Do Not Disturb Area**. The following Section shall be added to the end of the Lease in chronological order:

Section 37 Do Not Disturb Area: The area shown on Exhibit B.1 attached hereto shall be excluded from the Premises.

4. **Exhibit B-1**. Exhibit B-1 attached hereto is hereby added as "Exhibit B-1" to the Lease.

5. **Miscellaneous.**

(a) Except as modified by this Amendment, the Lease (and all of the covenants, agreements, terms, provisions and conditions thereof) shall remain in full force and effect. The covenants, agreements, terms, provisions and conditions contained in this Amendment shall bind the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. To the extent there is any conflict between the provisions of this Amendment and the Lease, the provisions contained in this Amendment shall govern and control.

(b) This Amendment may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, and all of which when taken together shall constitute one and the same instrument.

(c) This Amendment contains the entire agreement between the parties hereto relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

(d) This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, irrespective of its principles of conflicts of laws.

(e) If any of the provisions of this Amendment, or its application to any situation, shall be held invalid or unenforceable to any extent, the remainder of this Amendment, or the application thereof to situations other than that as to which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

(f) This Amendment may not be altered, modified or amended except pursuant to a written agreement executed and delivered by Landlord and Tenant.

(g) The recitals first set forth in this Amendment are incorporated into this Amendment and are, and shall for all purposes be deemed to be, a part of this Amendment.

(h) It is specifically understood and agreed by and between the parties hereto that each party has had the opportunity to seek its private counsel. It is understood and agreed that the parties shall be deemed to have drafted this Amendment in a way to avoid any negative inference by any court as against the preparer of this Amendment.

(i) Tenant represents and warrants to Landlord that, as of the date hereof: (a) the Lease is in full force and effect and has not been further modified except pursuant to this Amendment; and (b) the individual(s) signing this Amendment on behalf of Tenant is/are duly empowered and authorized to do so on behalf of Tenant.

(j) Landlord represents and warrants to Tenant that, as of the date hereof: (a) the Lease is in full force and effect and has not been further modified except pursuant to this Amendment; and (b) the individual(s) signing this Amendment on behalf of Landlord is/are duly empowered and authorized to do so on behalf of Landlord.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Amendment as of the day and year first written above.

LANDLORD:

James C. Wilson
James C. Wilson

Diane B. Wilson
Diane B. Wilson

TENANT:

BLUE MOON SOLAR LLC, a Kentucky limited liability company

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

Exhibit A

Premises



Exhibit B-1

Do Not Disturb Area

The Do Not Disturb Area is shown on the map below as the Excluded Land.



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

**APN NO. 117-000-009-00-000
HARRISON COUNTY, KENTUCKY**

THIS OPTION AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (this "Agreement") is made and entered into as of this 8 day of October, 2019 (such date being the date this Agreement is last signed and executed, the "Effective Date"), by and between JAMES C. WILSON and DIANE B. WILSON, husband and wife ("Seller"), and BLUE MOON SOLAR LLC, a Kentucky limited liability company ("Purchaser").

RECITALS

A. Seller is the owner of certain real property in Harrison County, in the commonwealth of Kentucky, containing approximately 94.7 acres of land, commonly identified as APN 117-000-009-00-000 as more particularly described on Exhibit A-1 attached hereto and incorporated herein, and as generally depicted on the map attached hereto as Exhibit A-2 and incorporated herein (collectively, the "Undivided Lot") and desires to sell a portion of the Undivided Lot containing approximately five (5) acres of land as marked as area A on the map shown on Exhibit A-2 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, the Property, subject to and upon the terms, covenants and conditions set forth herein.

(b) Subdivision of Land. If Purchaser exercises the Option, Purchaser shall, at Purchaser's election, purchase the Property. 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 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 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. Seller agrees, and as a closing condition of the Closing of the Property to be purchased by Purchaser for a total amount _____, to grant to Purchaser and, upon request of Purchaser, the applicable utility company, to the extent necessary, permanent appurtenant easements across the remaining portion of the Undivided Lot for the benefit of the Property for purposes of ingress and egress, utility lines, and other related facilities for legal access and for interconnection purposes to a substation or other interconnection point, including the easement in substantially the location shown on Exhibit A-1 ("Seller's Easement"); provided however, the location of Seller's Easement can be relocated by written agreement of Seller and Purchaser.

2. Option Term.

(a) Term. The term of the Option shall commence on the Effective Date and shall expire on _____ (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. _____

_____ 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 ten (10) business days after the Effective Date, Purchaser shall pay to Seller the amount of _____ (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)

[REDACTED]

Seller expressly authorizes and approves the payment direction to the Seller as forth above and waives any claims against Purchaser in the event that payments are made in conformance with the terms herein. Seller shall indemnify Purchaser against any and all claims, losses and causes of action arising out of Purchaser's payments under this Section, including, without limitation, in connection with any dispute amongst payees and/or any members of the Seller. Payment shall be deemed made and paid upon issuance of a wire transfer confirmation number for the transfer of such funds to Seller's account from Purchaser's financial institution.

(e) 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. [REDACTED] respect to [REDACTED]

[REDACTED]

[REDACTED] 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.

5.

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 5:00 p.m. Pacific Standard Time on the last day of the Option Term. 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) Purchaser's review and approval of written documentation satisfactory to Purchaser, confirming that Seller possesses the full power and authority to sell the Property to Purchaser on the terms and conditions set forth herein and that the individuals executing this Agreement on behalf of Seller have the legal power, right and actual authority to bind Seller. Seller shall deliver such written documentation to Purchaser within five (5) days after the Effective Date.

(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 First American Title Insurance Company or 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, at its cost and expense, 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]

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 prior to the expiration of the Due Diligence Period (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 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), Purchaser may elect

(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, loss 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 limited 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.

(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 Section 10(b) below.

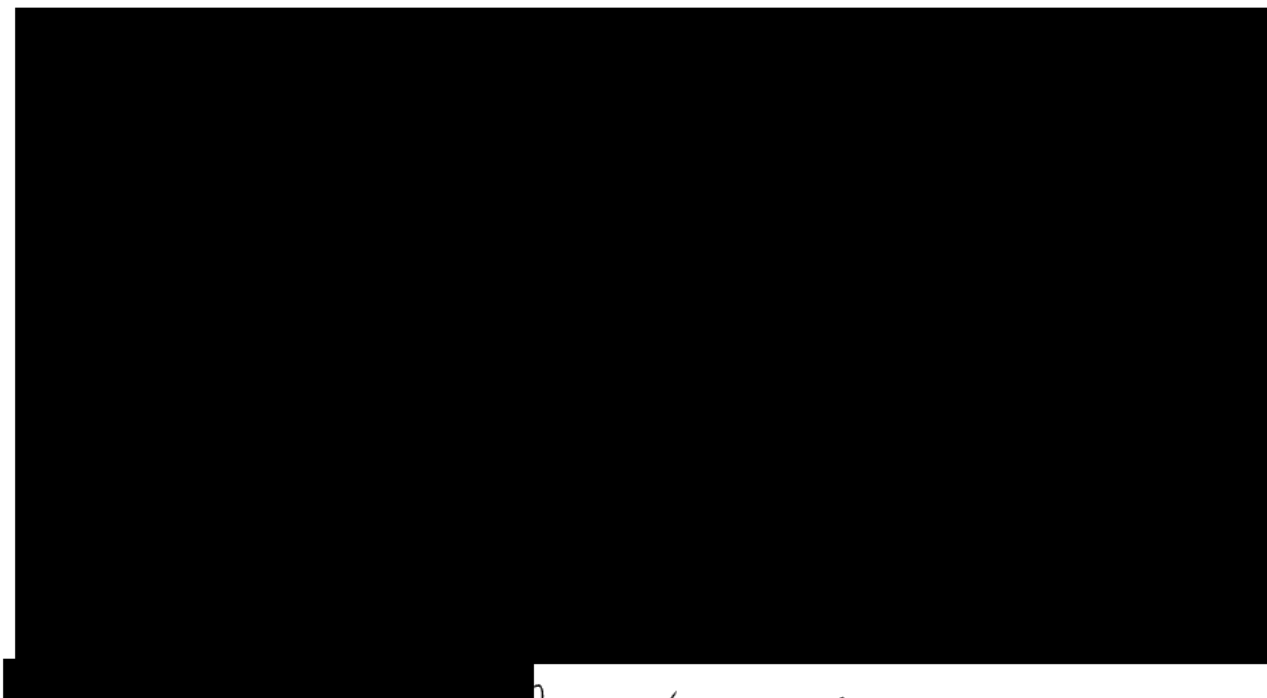
(i) Seller is not otherwise in default of this Agreement.

(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.

(k) Seller is unconditionally committed to grant to Purchaser, any Seller's Easement(s) to the extent necessary (as reasonably determined by Purchaser).

9. Remedies.





SELLER INITIALS: _____ [*JCW*] [*DBW*]

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 [REDACTED] 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) 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) the Seller's Easement(s), if applicable; 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]

[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 prorations 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.

(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) 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) 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. 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 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 [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 [REDACTED]

13. Condition of Improvements and Risk of Loss.

(a) Seller agrees that upon delivery of the Deed, the Property (including all Improvements) shall be in the same condition as they are on the Effective Date of this Agreement, reasonable wear and tear excepted.

(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]

[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. Purchaser shall coordinate the location of any installations and investigations of the Property with Seller in order to limit the impact of such installations and investigations on the existing operations on the Property. All installations, tests or inspections shall be at Purchaser's expense, and Purchaser shall indemnify and hold Seller harmless from and against any and all costs, claims or damages incurred or suffered by Seller arising from the performance of such tests or inspections; provided this indemnity shall not apply to conditions existing at the Property that are merely discovered by Purchaser or to any act or omission of Seller, its employees, representatives or agents. 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. The foregoing indemnity shall survive the Closing, or in the event that the Closing does not occur, the termination of this Agreement, in each case, [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 at its sole cost and expense 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 renew any existing Lease, enter into any new lease for all or any part of the Property, or 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.

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 or cause to be maintained, at Seller's sole cost and expense, all policies of insurance currently in effect with respect to the Property (or comparable replacements thereof) and 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.

(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 not contest, challenge or publically 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:

James C. Wilson and Diane B. Wilson

Fax No.: [_____]

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

IF TO PURCHASER:

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

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

Kilpatrick Townsend and Stockton LLP

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. Seller shall be responsible for all commission payments or finder's fees in connection with the sale of the Property. 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(d) shall survive the Closing, or in the event that the Closing does not occur, the termination of this Agreement, in each case, for twelve (12) months.

(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.

(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.

[SIGNATURE PAGE FOLLOWS]

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

PURCHASER:

Blue Moon Solar LLC,
a Kentucky limited liability company

By: [Signature]

Name: FRERGAN FEY

Its: MANAGER

Date: 10-8, 2019

SELLER:

By: James C. Wilson

Name: James C. Wilson

Its: Landowner

Date: 10-3-2019, 2019

By: Diane B. Wilson

Name: Diane B. Wilson

Its: Landowner

Date: 10-3, 2019

EXHIBIT A-1

LEGAL DESCRIPTION OF LAND

Property located in Harrison County, Kentucky, identified as Parcel ID 117-0000-009-00-000, as more particularly described as follows.

The Seller and Purchaser agree to add a legal description of the Land as soon as it has been prepared.

EXHIBIT A-2



EXHIBIT B

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

APN [_____, _____] COUNTY, [_____]

THIS TERMINATION AGREEMENT (this "Termination Agreement"), dated as of [_____, _____], 201__ (the "Termination Date"), is entered into by and between [_____, _____], a [_____, _____] ("Seller"), and BLUE MOON SOLAR LLC, a Kentucky 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 [_____, _____], 201__ (the "Option Agreement"), pursuant to which Seller granted Purchaser an exclusive and irrevocable option to purchase from Seller certain real property located in [_____, _____] County, Kentucky (APN: _____) 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 [_____, _____], 201__, 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 Commonwealth 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:

BLUE MOON SOLAR LLC,
a Kentucky limited liability company

[_____]
a [_____]

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT C

WHEN RECORDED RETURN TO:

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

SPECIAL WARRANTY DEED

This **SPECIAL WARRANTY DEED** is made and entered into as of the ____ day of _____, _____, between (a) **JAMES C. WILSON AND DIANE B. WILSON, husband and wife** ("Grantor") and having and address of _____, and (b) **BLUE MOON SOLAR LLC**, a Kentucky 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]

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

GRANTOR:

JAMES C. WILSON

DIANE B. WILSON

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 James C. Wilson and Diane B. Wilson.

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

EXHIBIT A TO SPECIAL WARRANTY DEED

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

EXHIBIT D

FORM OF MEMORANDUM OF OPTION

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 OPTION AGREEMENT

This MEMORANDUM OF OPTION AGREEMENT (this "Memorandum") is dated and made as of [_____], 20__ by and between James C. Wilson and Diane B. Wilson, husband and wife ("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 Purchase and Sale of Real Property dated as of [_____], 2016 (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 [_____], 2016. The Option Term is [_____ ()] months from the Effective Date[, and **Optionee has the right to extend the Option Term for an additional _____ () months**].

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 [**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.]

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

OWNER:

James C. Wilson

Diane B. Wilson

STATE OF _____)

) SS

COUNTY OF _____)

The foregoing Memorandum, including the consideration certificate was sworn to and acknowledged before me on _____, ____ by James C. Wilson and Diane B. Wilson.

Notary Public _____

My Commission Expires: _____

OPTIONEE:

BLUE MOON SOLAR LLC,
a Kentucky limited liability company

By: _____

Title: _____

STATE OF _____)

) SS

COUNTY OF _____)

The foregoing Memorandum, including the 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

EXHIBIT A TO MEMORANDUM OF OPTION AGREEMENT

LEGAL DESCRIPTION

[TO BE ATTACHED-]

Harrison County, Kentucky
Blue Moon

EXHIBIT D-1

When recorded mail to:

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

TERMINATION OF [MEMORANDUM OF OPTION AGREEMENT]

THIS TERMINATION OF MEMORANDUM OF OPTION AGREEMENT ("Termination") is made as of the ____ day of ____, 20__ by BLUE MOON SOLAR LLC, a Kentucky 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 Right to Purchase Property**], dated as of [____], a memorandum of which was recorded on [____] as Instrument Number [____], in Volume [____], Page [____], in the Official Records of [____] County, [____], *[as affected by (Amendment to Option to Land Lease and Land Lease Agreement/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]*

[SIGNATURE PAGE FOLLOWS]

Harrison County, Kentucky
Blue Moon

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

BLUE MOON SOLAR LLC,
a Kentucky limited liability company

By: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

) SS

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

Harrison County, Kentucky
Blue Moon

EXHIBIT A
to Termination of Memorandum of Option Agreement

Legal Description

Harrison County, Kentucky
Blue Moon

**FIRST AMENDMENT TO OPTION AGREEMENT FOR
THE PURCHASE AND SALE OF REAL PROPERTY**

THIS FIRST AMENDMENT TO OPTION AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (this "**Amendment**") dated as of July 2, 2021 (the "**Effective Date**"), by and between JAMES C. WILSON and wife, DIANE B. WILSON ("**Seller**") and BLUE MOON SOLAR LLC, a Kentucky limited liability company ("**Purchaser**").

WITNESSETH:

WHEREAS, Seller and Purchaser entered into that certain Option Agreement for the Purchase and Sale of Real Property dated as of October 8, 2019 ("**Option**"), pursuant to which Seller granted to Purchaser an option to purchase certain real property located in Harrison County, Kentucky, as further described in the Option ("**Property**").

WHEREAS, Purchaser and Seller desire to amend and modify the Option upon the terms and conditions set forth in this Amendment, and

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration exchanged by Seller and Purchaser, the receipt and sufficiency of which hereby expressly are acknowledged, it is hereby agreed as follows:

Capitalized Terms. For purposes of this Amendment, capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to them in the Option.

1. **Description of Land.** Exhibits A-1 and A-2 to the Option are hereby deleted and replaced with Exhibits A, A-1 and A-2 attached hereto and incorporated by reference herein.

2. **Memorandum.** The parties acknowledge and agree that they failed to execute and record a memorandum of the Option. In lieu of the memorandum of the Option, 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 D, which memorandum may be recorded by Tenant in the Public Registry in the County in which the Land is located.

3. **Easement.** Exhibit E attached hereto is hereby added to the Option. The final sentence of Section 1(b) is hereby deleted in its entirety and replaced with the following:

"Seller agrees, and a condition to the Closing of the Property, to grant to Purchaser, upon Purchaser's request, a permanent appurtenant easement across the remaining portion of the Undivided Lot for the benefit of the Property, in the location shown on Exhibit A-2 and in the form attached hereto as Exhibit E or, if this Option is assigned or partially assigned to a utility company, the form selected by such utility company in its discretion ("**Seller's Easement**").

4. **Purchase Price.** Section 5(a) of the Option is hereby deleted in its entirety and replaced with the following:

5. **Conditions to Closing.** Notwithstanding anything in Section 8(e) of the Option to the contrary, "Deed" shall refer to a special warranty deed for all intents and purposes under the Option.

6. **Closing and Escrow.**

(b) Section 10(b)(viii) is hereby deleted and replaced with: "(viii) a duly executed and acknowledged Seller's Easement, if applicable;"

(c) The following is hereby added to Section 10(c): "(iv) a duly executed and acknowledged Seller's Easement, if applicable."

7. **Miscellaneous.**

(a) Except as modified by this Amendment, the Option (and all of the covenants, agreements, terms, provisions and conditions thereof) shall remain in full force and effect. The covenants, agreements, terms, provisions and conditions contained in this Amendment shall bind the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. To the extent there is any conflict between the provisions of this Amendment and the Option, the provisions contained in this Amendment shall govern and control.

(b) This Amendment may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, and all of which when taken together shall constitute one and the same instrument.

(c) This Amendment contains the entire agreement between the parties hereto relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

(d) This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, irrespective of its principles of conflicts of laws.

(e) If any of the provisions of this Amendment, or its application to any situation, shall be held invalid or unenforceable to any extent, the remainder of this Amendment, or the application thereof to situations other than that as to which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

(f) This Amendment may not be altered, modified or amended except pursuant to a written agreement executed and delivered by Purchaser and Seller.

(g) The recitals first set forth in this Amendment are incorporated into this Amendment and are, and shall for all purposes be deemed to be, a part of this Amendment.

(h) It is specifically understood and agreed by and between the parties hereto that each party has had the opportunity to seek its private counsel. It is understood and agreed that the parties shall be deemed to have drafted this Amendment in a way to avoid any negative inference by any court as against the preparer of this Amendment.

(i) Purchaser represents and warrants to Seller that, as of the date hereof: (a) the Option is in full force and effect and has not been further modified except pursuant to this Amendment; and (b) the individual(s) signing this Amendment on behalf of Purchaser is/are duly empowered and authorized to do so on behalf of Purchaser.

(j) Seller represents and warrants to Purchaser that, as of the date hereof: (a) the Option is in full force and effect and has not been further modified except pursuant to this Amendment; and (b) the individual(s) signing this Amendment on behalf of Seller is/are duly empowered and authorized to do so on behalf of Seller.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Seller and Purchaser have entered into this Amendment as of the day and year first written above.

SELLER:

James C. Wilson
James C. Wilson

Diane B. Wilson
Diane B. Wilson

PURCHASER:

BLUE MOON SOLAR LLC, a Kentucky limited liability company



By: _____
Name: Ferguson
Title: MANAGER

Exhibit A

Legal Description of the Undivided Lot

Deed dated November 16, 2016, recorded November 17, 2016 in Book 345, Page 543, Official Public Records, Harrison County, Kentucky.

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

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

Said property the same property as that conveyed Marion A. Cox, Trustee of the Marion A. Cox Revocable Trust, dated March 28, 2002, by Marion A. Cox and Rebecca A. Cox, his wife, by deed dated the 13th day of November, 2015 and recorded in Deed Book 340, Page 416.

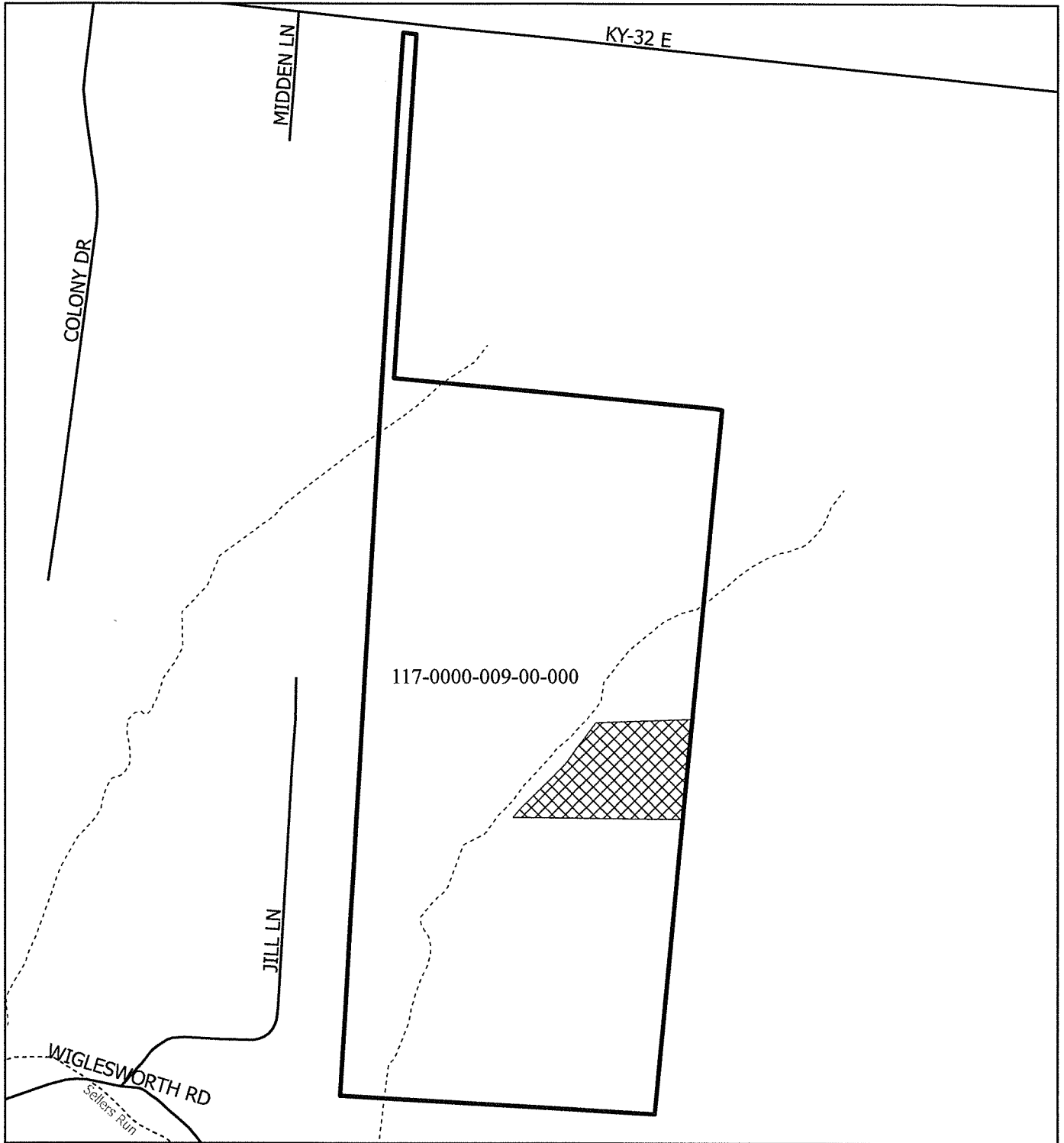
Tax ID: 117-0000-009-00-000

Exhibit A-1



Depiction of the Land

[insert map of 5-acre portion of the Undivided Lot]

Exhibit A-1



Legend

-  The Undivided Lot
-  The Land



PARCEL INFORMATION:

PROJECT:

Blue Moon Solar LLC

OWNERSHIP:

James C. & Diane B. Wilson

PARCEL IDENTIFICATION NUMBER:

117-0000-009-00-000

0 500 1,000 US Feet

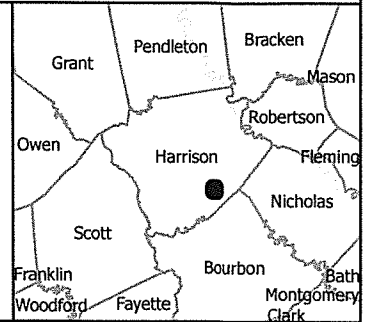
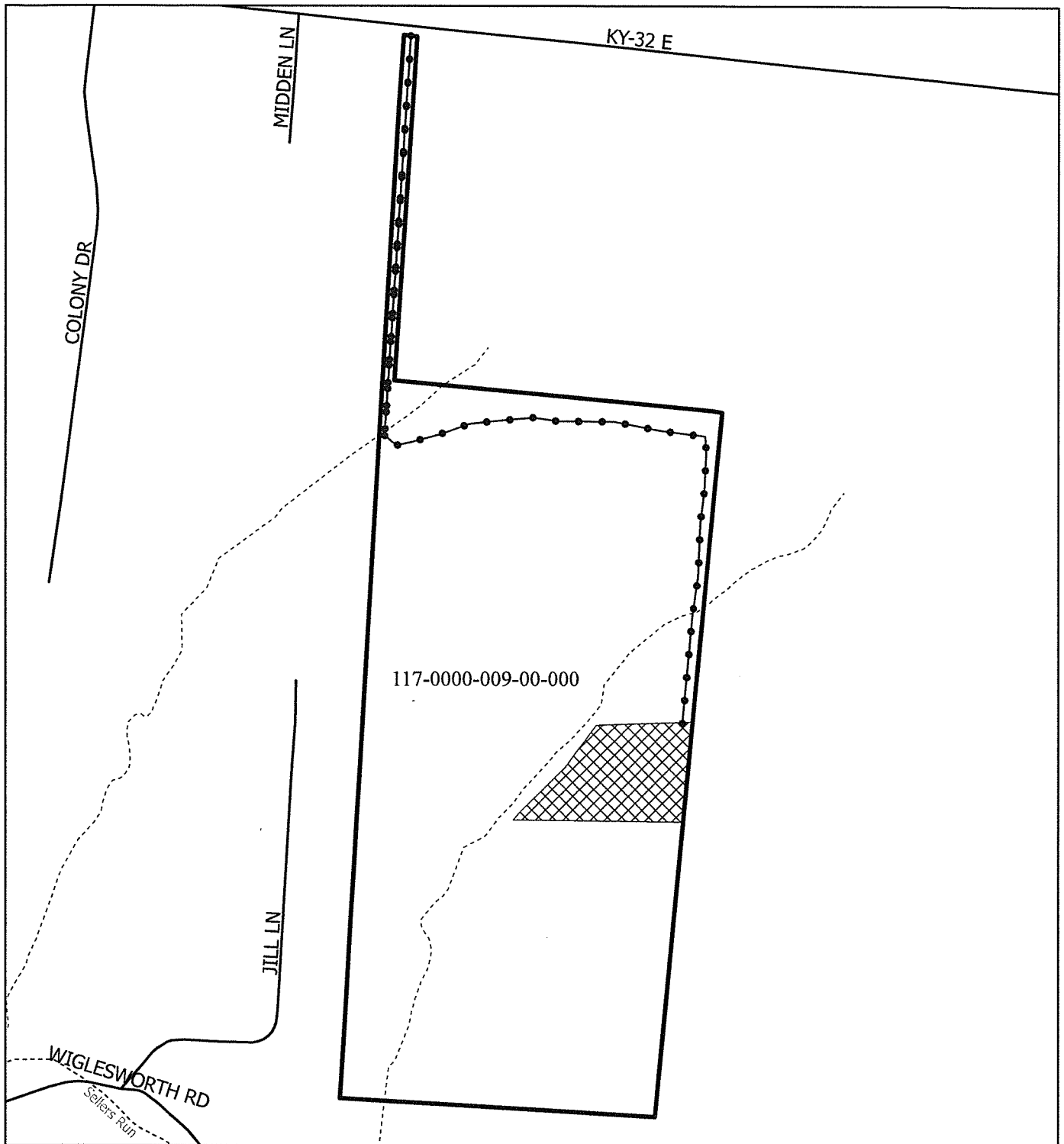





Exhibit A-2

Depiction of the Seller's Easement

Exhibit A-2



Legend

-  The Undivided Lot
-  The Land
-  The Seller's Easement



PARCEL INFORMATION:

PROJECT:

Blue Moon Solar LLC

OWNERSHIP:

James C. & Diane B. Wilson

PARCEL IDENTIFICATION NUMBER:

117-0000-009-00-000

0 500 1,000 US Feet

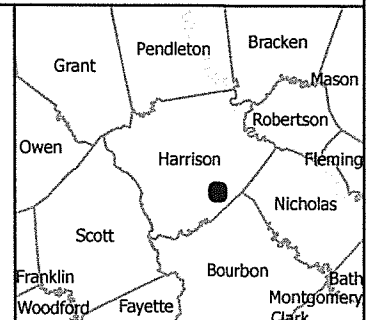


Exhibit D

Form of Memorandum of Option Agreement

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 OPTION AGREEMENT

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

WHEREAS:

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

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

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

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

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

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

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

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

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

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

OWNER:

JAMES C. WILSON

DIANE B. WILSON

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

Notary Public in and for said State

[SEAL]

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

Notary Public in and for said State

[SEAL]

EXHIBIT A TO
MEMORANDUM OF OPTION AGREEMENT

Legal Description of Property

Deed dated November 16, 2016, recorded November 17, 2016 in Book 345, Page 543, Official Public Records, Harrison County, Kentucky.

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

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

Said property the same property as that conveyed Marion A. Cox, Trustee of the Marion A. Cox Revocable Trust, dated March 28, 2002, by Marion A. Cox and Rebecca A. Cox, his wife, by deed dated the 13th day of November, 2015 and recorded in Deed Book 340, Page 416.

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

Exhibit E

Form of Access and Utility Easement

See attached.

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 ___ day of _____, 20___ (the "**Effective Date**") by and between JAMES C. WILSON and DIANE B. WILSON, husband and wife (collectively, "**Grantor**"), and _____, a _____ ("**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 is the owner of certain real property adjacent to the Grantor Parcel being more particularly described or depicted 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, non-exclusive right, privilege, and easement over and across that certain portion of the Grantor Parcel 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 with the collector station contemplated to be constructed by Grantee within the Utility Easement Area, 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 Grantee 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 fencing or other 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 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. 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. Intentionally deleted.

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. 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. Grantor shall have no right to terminate this Easement.

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 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: James C. Wilson

Grantee: BLUE MOON SOLAR LLC
c/o Geenex Solar
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, 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:

By: _____
James C. Wilson

By: _____
Diane B. Wilson

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the State aforesaid, certify that James B. Wilson and Diane B. Wilson 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 ____ day of _____, 20__.

Signature of Notary Public

Printed Name of Notary Public

My Commission Expires: _____

[AFFIX NOTARIAL STAMP OR SEAL]

[Signature Page to Easement]

GRANTEE:

_____,
a _____

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the State aforesaid, certify that
_____, as _____ of _____,
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 ____ day of _____, 20__.

Signature of Notary Public

Printed Name of Notary Public

My Commission Expires: _____

[AFFIX NOTARIAL STAMP OR SEAL]

This Instrument Prepared By:

[Signature of KY licensed attorney]
[Print Name]
[Address]
[Phone Number]

Exhibit A to Access and Utility Easement

Grantor Parcel

Property located in Harrison County, Kentucky, identified as Parcel ID 117-0000-009-00-000, as more particularly described as follows.

Deed dated November 16, 2016, recorded November 17, 2016 in Book 345, Page 543, Official Public Records, Harrison County, Kentucky.

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

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

Said property the same property as that conveyed Marion A. Cox, Trustee of the Marion A. Cox Revocable Trust, dated March 28, 2002, by Marion A. Cox and Rebecca A. Cox, his wife, by deed dated the 13th day of November, 2015 and recorded in Deed Book 340, Page 416.

Exhibit B to Access and Utility Easement

Grantee Parcel

[legal description to be attached prior to recordation]

Exhibit C to Access and Utility Easement

Utility Easement Area

[legal description to be attached prior to recordation]

Exhibit D to Access and Utility Easement

Access Easement Area

[legal description to be attached prior to recordation]

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

Bk. 376 Pg. 171

WHEN RECORDED RETURN TO:

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

LODGED FOR RECORD
HARRISON COUNTY CLERK

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

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

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

MEMORANDUM OF OPTION AGREEMENT

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

WHEREAS:

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

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

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

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

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

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

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

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

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

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

OWNER:

JAMES C. WILSON

James C. Wilson

DIANE B. WILSON

Diane B. Wilson

STATE OF Kentucky)
) ss.
COUNTY OF Harrison)

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

WITNESS my hand and official seal.

Mary Kay Hendricks
Notary Public in and for said State

[SEAL]



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

STATE OF Kentucky)
) ss.
COUNTY OF Harrison)

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

WITNESS my hand and official seal.

Mary Kay Hendricks
Notary Public in and for said State

[SEAL]



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

OPTIONEE:

BLUE MOON SOLAR LLC,
a Kentucky limited liability company

By: _____
Name: JURGEN FEHR
Title: MANAGER

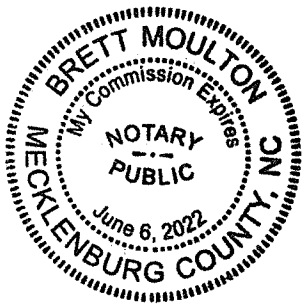
STATE OF North Carolina)
) ss.
COUNTY OF Mecklenburg)

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

WITNESS my hand and official seal.

[Signature]
Notary Public in and for said State

[SEAL]



This instrument was prepared by:

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

OPTIONEE:

BLUE MOON SOLAR LLC,
a Kentucky limited liability company

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

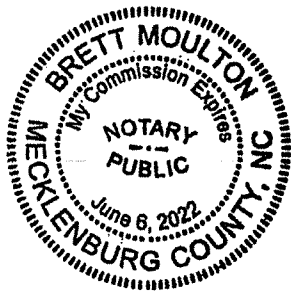
STATE OF North Carolina)
) ss.
COUNTY OF Mecklenburg)

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

WITNESS my hand and official seal.

[Signature]
Notary Public in and for said State

[SEAL]



This instrument was prepared by:

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

Exhibit A

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

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

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

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

WHEN RECORDED RETURN TO:

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

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

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

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

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

LODGED FOR RECORD
HARRISON COUNTY CLERK

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

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

[Signature pages follow]

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

LANDLORD:

JAMES C. WILSON

James C. Wilson

DIANE B. WILSON

Diane B. Wilson

STATE OF Kentucky)
) ss.
COUNTY OF Harrison)

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

WITNESS my hand and official seal.

Mary Kay Hendricks
Notary Public in and for said State

[SEAL]



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

STATE OF Kentucky)
) ss.
COUNTY OF Harrison)

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

WITNESS my hand and official seal.

Mary Kay Hendricks
Notary Public in and for said State

[SEAL]



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

TENANT:

BLUE MOON SOLAR LLC,
a Kentucky limited liability company

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

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

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

WITNESS my hand and official seal.

[Signature]
Notary Public in and for said State

[SEAL]



This instrument was prepared by:

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

Exhibit A

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

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

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

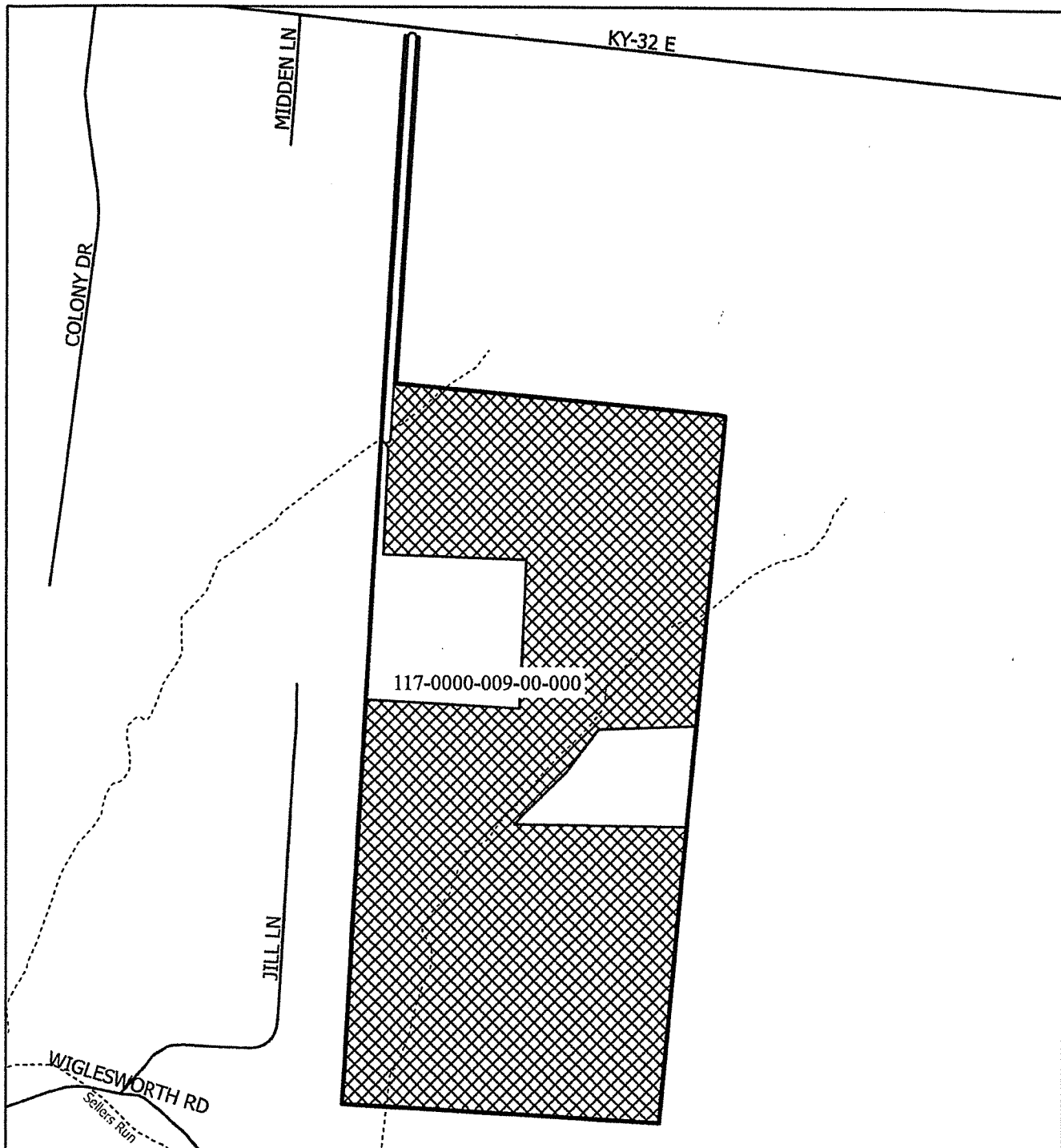
Exhibit B to Memorandum of Solar Ground Lease Agreement

The Premises



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

[See Attached]

Exhibit B



Legend

-  The Premises
-  The Land



PARCEL INFORMATION:

PROJECT:

Blue Moon Solar LLC

OWNERSHIP:

James C. & Diane B. Wilson

PARCEL IDENTIFICATION NUMBER:

117-0000-009-00-000

0 500 1,000 US Feet

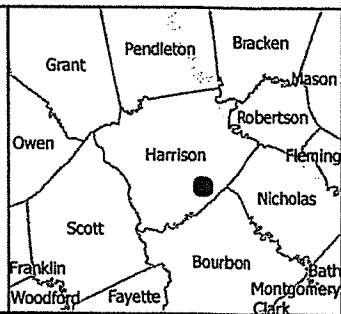
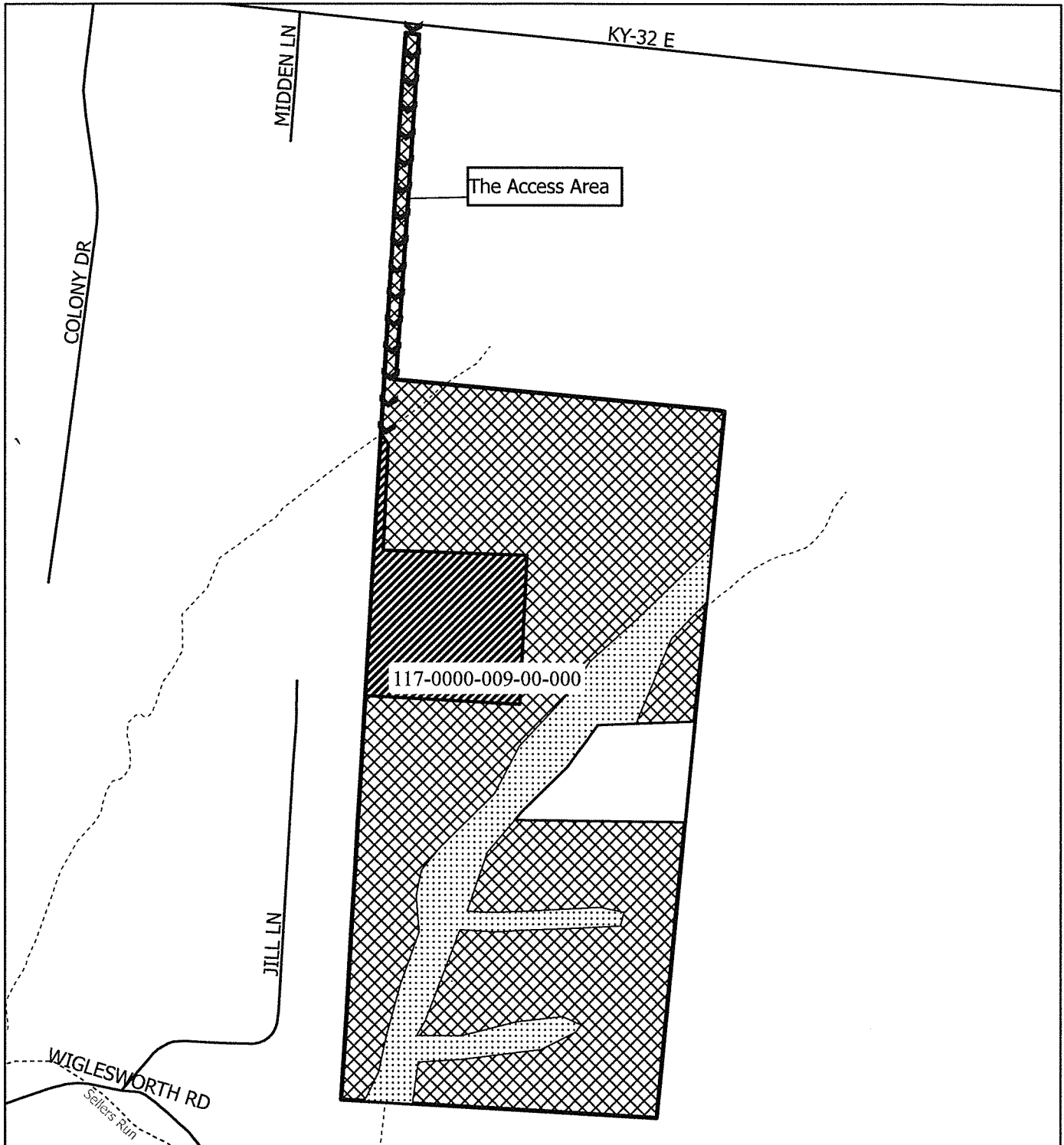


Exhibit B-1 to Memorandum of Solar Ground Lease Agreement

Exhibit B-1



Legend

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



PARCEL INFORMATION:

PROJECT:

Blue Moon Solar LLC

OWNERSHIP:

James C. & Diane B. Wilson

PARCEL IDENTIFICATION NUMBER:

117-0000-009-00-000

0 500 1,000 US Feet

