

LEASE AGREEMENT

By and Between

TERESA L. GOODMAN
AKA TERRI GOODMAN
MICHAEL T. GOODMAN

AND

KENNEY GOODMAN

As Owner

and

TELESTO ENERGY PROJECT, LLC
a Texas limited liability company

As Lessee

February 22, 2021

HARDIN COUNTY, KENTUCKY



COVER SHEET

LEASE AGREEMENT

Effective Date:	2/22/, 2021	
Owner:	Michael T. Goodman and Teresa L. Goodman aka Terri Goodman as to an undivided 50% interest and Kenney Goodman as to an undivided 50% interest	
Lessee:	Telesto Energy Project, LLC	
Property:	Parcel ID: 146-00020.01 (54.3 acres, more or less, located west of the Rail Road) located in Hardin County, State of Kentucky, more particularly described on Exhibit A attached hereto.	
Development Term:	[REDACTED]	
Development Term Expiration Date:	The earlier of (1) the date that Lessee selects for the commencement of the Operation Term identified in the Operation Term Commencement Notice, or (2) the date Lessee notifies Owner that Lessee elects to terminate this Agreement pursuant to Section 2.1 of this Agreement.	
Development Term Rent:	[REDACTED]	
Operation Term Commencement Date:	The date specified the Operation Term Commencement Notice pursuant to Section 2.1.	
Operation Term Expiration Date:	The day preceding the Thirty-fifth (35th) anniversary of the Development Term Expiration Date pursuant to Section 3.1.	
Operation Term Rent:	[REDACTED]	
Addresses for Notices:	<u>Lessee:</u> Telesto Energy Project, LLC 3809 Juniper Trace, Suite 100 Austin, TX 78738 Email: real.estate@7x.energy	<u>Owner:</u> The Goodman Family 325 Goodman Lane Elizabethtown, KY 42701

LEASE AGREEMENT

This Lease Agreement (this "**Agreement**") is entered into as of the date on which the last Party has executed this Agreement (the "**Effective Date**"), by Michael T. Goodman and Teresa L. Goodman aka Terri Goodman, husband and wife and Kenney Goodman (collectively, the hereinafter "**Owner**"), and Telesto Energy Project, LLC, a Texas limited liability company ("**Lessee**"), and in connection herewith, Owner and Lessee agree, covenant and contract as set forth in this Agreement. Owner and Lessee are sometimes referred to in this Agreement as a "**Party**" or collectively as the "**Parties**".

RECITALS

WHEREAS, Owner holds a fee simple interest in that certain real property located in Hardin County, State of Kentucky, more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**").

WHEREAS, Lessee desires to lease all or a portion of the Property for solar energy purposes, and throughout the term of this Agreement, Lessee shall have the sole and exclusive rights to use the Property for solar energy purposes, including, without limitation, solar resource evaluation, solar energy development, converting solar energy into electrical energy, collecting and transmitting the electrical energy converted from solar energy, energy storage purposes, and electric power, heat and/or steam generation, and any and all other activities related to the foregoing and to convert all of the solar resources of the Property, together with any and all activities related thereto, including, without limitation, constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating Solar Facilities. (the "**Purpose**").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are acknowledged, Lessee and Owner hereby agree to and intend to be bound by the foregoing recitals and as follows:

AGREEMENT

1. **Grant of Lease.** Owner hereby leases to Lessee the Property (or a portion thereof as determined pursuant to Section 2.1 of this Agreement) solely and exclusively for the Purpose, pursuant to the terms and conditions of this Agreement. Concurrently with execution of this Agreement, Owner and Lessee shall execute and notarize the Memorandum of Agreement in the form attached as **Exhibit E** hereto (the "**Memorandum**") and shall record such Memorandum in the Office of the Hardin County Recorder's Office as promptly as reasonably possible.

2. **Development Term.**

2.1 **Development Term.** The development term (the "**Development Term**") of this Agreement commences on the Effective Date and shall end with respect to the Property (or an applicable portion thereof) on the earlier of (i) the date that Lessee selects for the commencement of the Operation Term (the "**Operation Term Commencement Date**") for any portion of the Property (any such property shall be referred to herein as the "**Leased Premises**") identified in a written notice delivered to Owner (the "**Operation Term Commencement Notice**"), which date must be at least ninety (90) days after the delivery of the Operation Term Commencement Notice, (ii) the date Lessee notifies Owner that Lessee elects to terminate this Agreement with respect to any portion of the Property identified in a written notice delivered to Owner ("**Termination Notice**"), or (iii) for any portion of the Property for which Lessee has not provided an Operation Term Commencement Notice or Termination Notice, the day preceding

the fourth anniversary of the Effective Date (the "**Development Term Expiration Date**"). Lessee may deliver a Termination Notice on one or more occasions during the Development Term in relation to various portions of the Property. Upon delivery of a Termination Notice, Lessee shall have no further rights and obligations hereunder with respect to such terminated portion of the Property. Lessee shall promptly record a memorandum reflecting the termination of the Agreement with respect to the portion of the Property described in any Termination Notice.

2.2 Development Term Purpose/Activities. During the Development Term, Lessee will determine the feasibility of solar energy conversion and power generation on the Property. This determination will be based upon a variety of factors, including Lessee's ability to obtain necessary permits and interconnection and power purchase contracts required for constructing and operating a solar generation facility (or facilities) on the Property. In furtherance of Lessee's feasibility activities, Lessee and its representatives, agents, and contractors shall have the right to enter onto the Property to conduct studies and inspections to evaluate the Property and determine the feasibility of solar energy conversion and power generation on the Property, including, without limitation, the right to conduct the studies and inspections referred to in this Section 2.2; provided that Lessee shall provide Owner with reasonable advance notice of the dates Lessee contemplates that Lessee and/or its representatives, agents, and contractors are planning to enter upon the Property for such purposes. Such right of entry shall include, but not be limited to (1) the right to conduct geotechnical, biological and cultural resource investigations; (2) the right to install solar monitoring station(s) and to conduct studies of the solar energy emitted upon, over and across the Property and gather other meteorological data; and (3) the right to conduct Phase I and Phase II environmental site assessments. To assist Lessee's feasibility review, Owner shall reasonably cooperate with Lessee. If Lessee determines, in its sole and absolute discretion, that it will not be feasible to use all or a portion of the Property, Lessee may terminate this Agreement with respect to all or a portion of the Property at any time prior to the expiration of the Development Term pursuant to Section 2.1.

2.3 Owner's Use of the Property. During the Development Term, Owner may continue to use the Property for agricultural, ranching, timber harvesting, and/or other reasonable purposes; provided, however, Owner shall not (i) materially change the Property, (ii) modify or extend any existing leases or other agreements relating to the Property without Lessee's prior written consent, or (iii) grant or permit any easement, lease, license, right of access or other possessory right in the Property to any third party which could materially adversely affect the Purpose, without the prior written consent of Lessee. Lessee shall allow Owner the time necessary to harvest their existing crop or, if time does not permit, compensate Owner for the fair market value of the crop.

2.4 Survey. Lessee shall, at its cost and expense, conduct an ALTA survey of the Leased Premises (the "**Survey**") prior to the installation or construction of Solar Facilities thereon. The Survey shall specify the gross acreage of any Access Property (as hereinafter defined) and Net Acreage of the Leased premises and will show all easements, encroachments and other matters affecting the Leased Premises.

3. Operation Term.

3.1 Operation Term. The operation term of this Agreement (the "**Operation Term**") shall commence with respect to the Leased Premises upon the Operation Term Commencement Date and shall continue thereafter until the day preceding the Thirty-fifth (35th) anniversary of the date that the facility

commences to generate power (the "**Operation Term Expiration Date**"). The Operation Term includes the period of construction and post construction.

3.2 Extension Options. Lessee shall also have up to three (3) extension rights, upon written notice to Owner at least one hundred eighty (180) days prior to the expiration of the Operation Term and/or the first Extended Term (as hereinafter defined), as applicable, to extend the Operation Term for three (3) additional periods of five (5) years on each such occasion (each, an "**Extended Term**"). The Development Term, together with the Operation Term and any Extended Term shall be referred to herein collectively, as the "**Term**".

3.3 Operation Term Rights. During the Operation Term and any Extended Term, Lessee shall have the exclusive right to use and possess the Leased Premises and for the Purpose and to derive all profits, rents, royalties, credits and profits therefrom. Lessee's rights with respect to such Property during its Operation Term and any Extended Term shall also include the following rights:

(a) Access and Utility Easement. Owner also grants to Lessee non-exclusive, appurtenant easements on, under, over, across and through portions of the Property during the Operation Term and any Extended Term for Lessee and its employees, contractors, subcontractors, agents and assignees to use portions of the Property, in the locations designated in the Operation Term Commencement Notice, to (i) provide ingress and egress to the Leased Premises at all times on a 24-hours-a-day, 7-days-a-week basis by means of roads and lanes thereon if existing, or otherwise by such reasonable route or routes as Lessee may designate from time to time, and (ii) permit Lessee to occupy, develop, design, engineer, construct, access, monitor, install, own, operate, maintain, repair, replace, improve and remove at all times on a 24-hours-a-day, 7-days-a-week basis utility and communication infrastructure, including without limitation poles, supporting towers, guys and anchors, fibers, cables and other conductors and conduits, and pads, transformers, switches, vaults and cabinets, and related equipment to connect the Solar Facilities to the local electric distribution system, together with the right of access to the utility infrastructure over the Premises, for any purpose reasonably connected with the Solar Facilities utilities by means of transmission lines and infrastructure (the "**Access and Utility Easements**"). If Lessee later determines in its reasonable discretion that any additional Access and Utility Easements across the Property are necessary, useful or appropriate for the construction and operation of the Solar Facilities, Owner shall reasonably cooperate, after review and approval of the portion of the Property on which the proposed easements will be located, in granting or agreeing to such reasonable and necessary easements by amendment to this Agreement or by separate agreement and recordation of same. The Property utilized for purposes of the Access and Utility Easements shall be referred to herein as "**Access Property**". Owner shall have the nonexclusive right to continue to use such Access Property in any manner which does not interfere with Lessee's use thereof for the purposes permitted pursuant to the Access and Utility Easements.

(b) Solar Easement. Owner shall not (and shall not allow any other party to) disturb or interfere with the unobstructed flow of solar energy upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing buildings or other structures or facilities, or by engaging in any other activity on the Property or any real property adjacent to the Property that is owned or controlled by Owner, if any (the "**Remainder Property**") that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Solar Facilities. In furtherance thereof, Owner hereby grants and conveys to Lessee and its successors and assigns the exclusive easement to the free and unobstructed insolation of solar energy on, about, above, under, through and across the Property, including over the entirety of the horizontal space and the entirety of

the vertical space lying above the surface of the Property and that portion of any Remainder Property contiguously situated around the Property (if any) for the benefit of the Property (collectively, the "**Solar Easements**"); provided Owner shall have the continued right to use the Remainder Property for any uses existing as of the Effective Date and any new uses which are wholly consistent with the requirements of Section 9.8.

The Solar Easements granted by Owner in this Agreement are easements in gross for the benefit of Lessee and its successors and assigns, as owner of the Solar Facilities. Upon Lessee's request, Owner shall execute recordable instruments evidencing the Easements (the "**Solar Easement Instruments**"). Except as otherwise expressly set forth in the Solar Easement Instruments, the Solar Easements shall terminate contemporaneously with the expiration of this Agreement.

(c) Improvements Affecting the Solar Facilities. During the Operation Term and any Extended Term with respect to any Property Lessee may, as reasonably necessary, remove, trim, prune, top or otherwise control the growth of any tree, shrub, plant or other vegetation; dismantle, demolish, and remove any improvement, structure, embankment, impediment, berm, wall, fence or other object, on or that intrudes (or could intrude) into the Property that could obstruct, interfere with or impair the Solar Facilities or the use of the Property by Lessee hereunder.

(d) Existing Structures. Lessee may occupy, use, renovate, rebuild, demolish, and/or remove any existing structures on the Leased Premises as it deems necessary, useful or appropriate in relation to the Purpose, including utilizing existing structures as an office and/or living quarters in connection with construction, operation, and management of the Solar Facilities. In addition, Lessee may remove and/or relocate any fencing previously installed on the Leased Premises, at Lessee's cost and expense, as may be necessary, useful or appropriate to accommodate the construction and/or operation of the Solar Facilities

(e) Right to Control Access. Subject to the terms of this Agreement and applicable law, during the Operation Term and any Extended Term with respect to any Property, Lessee shall have the right under the Agreement to control and restrict access onto and over such Property and exclude others (other than any parties with preexisting easement rights of record or other rights approved by Lessee), and Lessee will construct and maintain security devices on such Property which Lessee deems appropriate and necessary for the protection of the Solar Facilities, including, but not limited to, any type of fencing, security monitoring or other security safeguards. Nothing in this Section 3.3 shall be construed to require Lessee to repair, maintain or replace any fence existing on such Property on the Effective Date or any other fences erected, with Lessee's permission, by Owner on such Property thereafter.

3.4 Owner Access. During the Operation Term and any Extended Term, Owner shall have the right to inspect the Leased Premises at reasonable intervals and at reasonable times upon at least forty-eight (48) hours' prior advance written notice to Lessee. Any such access shall not materially interfere with Lessee's use and occupancy of the Leased Premises in any manner. Owner shall abide by Lessee's site/safety policies in connection with same.

3.5 Water and Sewage.

(a) Owner shall retain all water rights, interest, and claims appurtenant and/or related to the Property, provided Lessee shall be entitled to use all available water from the Property as necessary for the term of this Agreement. If determined necessary by Lessee, any improvements to an existing well will be at Lessee's sole cost. Owner shall be compensated for Lessee's water use on a monthly

basis at the rate published by the local USDA. All improvements, once installed, shall become the Owner's property.

4. **Payments.** The Development Rent and Operating Rent are referred to herein collectively as the "Rent".

4.1 **Development Term.**

[REDACTED]

4.2 **Construction Period.** Lessee shall pay to Owner as Rent during the construction period the amount set forth on Exhibit D.

4.3 **Operation Term and Extension Terms.** Lessee shall pay to Owner as Rent (to be based on no less than 54.3 acres) during the Operation Term the amount set forth on Exhibit D (the "Operation Term Rent").

5. **Ownership of Solar Facilities.** The Solar Facilities are personal property, whether or not the same is deemed real or personal property under Applicable Law and shall not attach to or be deemed a part of, or a fixture to, the Leased Premises or Property. Lessee or its designees shall be the legal and beneficial owners of the Solar Facilities at all times and Owner shall have no right, title or interest in the Solar Facilities or any component thereof, notwithstanding that any such Solar Facilities may be physically mounted or adhered to the Leased Premises or Property. Owner covenants that it will use commercially reasonable efforts to place all parties having an interest in or lien upon the Property or the Leased Premises on notice of the ownership of the Solar Facilities and the legal status or classification of the Solar Facilities as personal property. Owner consents to the filing of a disclaimer of the Solar Facilities as a fixture of the Property in the office where real estate records are customarily filed in the jurisdiction(s) where the Property is situated. Except for the rent payments described in Section 4 above, Owner shall not be entitled to any other payments or benefits accrued by or from the Solar Facilities, including renewable energy credits, environmental credits or tax credits. All (a) tax credits, tax incentives or tax related grants or benefits and (b) renewable energy credits or other environmental attributes, credits or incentives, relating to the Solar Facilities are, and shall remain, the property of Lessee.

5.1 **Property Maintenance.** Lessee shall be responsible for maintaining all Unused Acreage with native grass for the term of this agreement.

6. **Taxes.**

6.1 **Taxes Payable.**

[REDACTED]



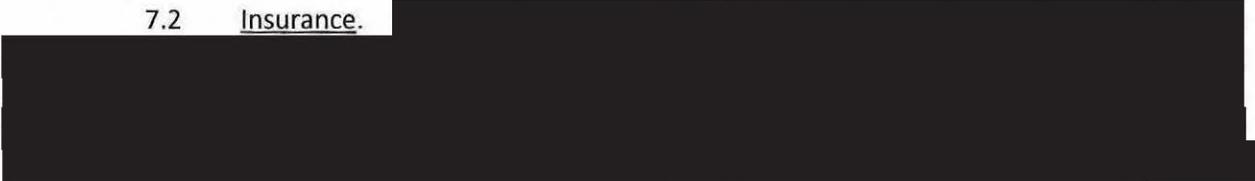
6.2 Tax Cooperation.



7. Lessee's Representations, Warranties, and Covenants. Lessee hereby represents, warrants, and covenants to Owner that:

7.1 Lessee's Authority. Lessee has the unrestricted right and authority to execute this Agreement. Each person signing this Agreement on behalf of Lessee is authorized to do so. When signed by Lessee, this Agreement constitutes a valid and binding agreement enforceable against Lessee in accordance with its terms.

7.2 Insurance.



7.3 No Liens. Lessee shall keep the fee title interest of the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property in connection with Lessee's use of the Property pursuant to the Agreement;

provided, however, that if Lessee wishes to contest any such lien, Lessee shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond over such lien from the fee title interest of the Property pursuant to applicable law and Lessee shall not be deemed to have breached this Section 7.4.

8. **Owner's Representations, Warranties, and Covenants.** Owner hereby represents, warrants, and covenants as follows:

8.1 **Owner's Authority.** Owner is the fee owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Lessee the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

8.2 **Owner's Title to Property.** Owner represents, warrants and covenants that Owner has (i) a lawful fee simple interest in title to the Property, including the Leased Premises, subject to any mortgages, leases, easements, covenants, restrictions, and rights of record that may exist, and (ii) that subject to the rights of existing tenants at the Property.

8.3 **Conflict with Other Agreements.** Owner represents and warrants that the execution, delivery and performance by it of this Agreement does not (i) violate its organizational documents or any Applicable Law, or (ii) require any approval or consent of any other Person, except for such approvals or consents that have been obtained on or before the date hereof or the absence of which could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on its ability to execute, deliver or perform this Agreement.

8.4 **No Brokers.** Neither Owner nor any affiliate of Owner nor any of their respective officers, directors or employees has employed any broker or finder or incurred any liability for any brokers' fees, commissions or finders' fees as a result of the execution of this Agreement.

8.5 **Litigation.** No litigation is pending, and, to the best of Owner's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect, the Premises or Owner's right or authority to enter into this Agreement.

8.6 **Violations of Law.** Owner has not received notice from any governmental agency pertaining to the violation of any law or regulation affecting the Property or any portion thereof, and Owner has no knowledge of any facts which might be a basis for any such notice.

8.7 **Quiet Use.** Owner covenants and agrees that Lessee shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement without hindrance or interruption from Owner or any other person or persons, subject to all items of record as of the date hereof or arising from prescriptive or adverse use of the Property.

8.8 **No Interference.** Owner will not conduct activities on, in or about the Property or Leased Premises that have a reasonable likelihood of causing material damage, impairment or otherwise materially adversely affecting the evaluation, investigation, construction, installation, maintenance, or operation of the Solar Facilities and/or Lessee's rights granted hereunder. After the Effective Date, other than with respect to a lien (mortgage or otherwise) complying with Section 8.9, Owner shall not without the prior written consent of Lessee voluntarily create or acquiesce in the creation of any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters or other exception to

title to the Property, and Owner shall not create or suffer any monetary lien or encumbrance against the Property. To Owner's knowledge, there are no currently existing options, rights of refusal, sales contracts, or other such rights in favor of any third parties relating to the Property or any interest therein that could interfere with the development, construction, installation, maintenance, or operation by Lessee of the Solar Facilities or that could adversely affect Lessee's use of the Property

8.9 Non-Disturbance Agreements. In the event that owner elects to obtain a lien (mortgage or otherwise) on the Property, Owner will also obtain and deliver to Lessee a customary non-disturbance agreement of the Solar Facility executed by the lien holder.

8.10 Liens and Tenants. Except with respect to those items set forth in Exhibit C Owner represents that there are no unrecorded liens, encumbrances, leases, mortgages, deeds of trust, security interests, claims, disputes or other exceptions to Owner's right, title or interest in the Property. Prior to the commencement of the Operation Term with respect to any Property, Owner shall terminate any leases pertaining to the Leased Premises other than this Agreement. During the Term, Owner shall exercise best efforts to assist Lessee to obtain any non-disturbance, subordination, release, reconveyance and/or other title curative agreements from any person or entity with a lien, encumbrance, mortgage or other exception to Owner's fee title to the Property as requested by Lessee in order to facilitate development and financing of the Solar Facilities. If Owner and Lessee are unable to obtain such agreements from any person or entity holding an interest in the Property and Owner defaults on its obligations to such holder, then Lessee shall be entitled (but not obligated) to fulfill Owner's obligations to such holder and may offset the cost of doing so against future payments due Owner under this Agreement.

8.11 Cooperation. Owner shall assist and reasonably cooperate with Lessee, at no out-of-pocket expense to Owner, in complying with or obtaining any land use permits and approvals, building permits, consent orders, authorizations, environmental impact reviews or any other items required by Lessee for the Solar Facilities, including execution and filing of applications related thereto, and including participating in any appeals or regulatory proceedings respecting the Solar Facilities. Lessee shall reimburse Owner for its reasonable, actual and verifiable out-of-pocket expenses directly incurred in connection with such cooperation, to the extent Lessee has approved such expenses in advance in writing. Owner shall also cooperate with Lessee's development of the Property and shall cooperate with Lessee with respect to the negotiation of the relocation of any pipelines, electrical power distribution lines, collection pipes and any other structures located on the Property, as well as any rights associated with such pipelines, electrical power distribution lines or structures, as deemed necessary by Lessee in Lessee's reasonable discretion.

8.12 Conveyances and Other Agreements. In connection with the exercise of the rights of Lessee hereunder, Lessee, shall also have the right, without further act or consent of Owner with respect to grants that do not extend beyond the expiration of the Term, and with Owner's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, with respect to grants that will extend beyond the expiration of the Term: (a) to grant directly or (b) cause Owner to promptly grant to any party such rights or interests in or to the Property that are reasonably necessary or convenient for the Lessee's use of the Property for the Purpose (and for no other purpose whatsoever), including, without limitation, means easements and similar associated rights to construct, operate, and maintain transmission, substation, collection, distribution, interconnection or switching lines or facilities pursuant to a standard form of easement or other similar agreement, lot line adjustments, right-of-way dedications, or rights of abandonment (the "**Additional Rights**"). The Parties agree that it would be unreasonable for Owner to

withhold, condition, or delay its consent to any of the Additional Rights to the extent that the grant of the right or interest is necessary for the operation of the Solar Facilities.

8.13 **Title Policy.** Owner holds the entire fee simple interest in the Property. At Lessee's sole cost, Lessee may obtain a title insurance commitment to assess what curative items will need to be addressed in order to obtain an ALTA extended coverage leasehold policy of title insurance and enter into the Operating Term of this Agreement. Owner agrees to cooperate as necessary to assist with the title curative requirements and will not hinder what Lessee deems necessary to complete the title curative process. This includes, but is not limited to the recordation of documents necessary to effect such curative requirements such as non-disturbance agreements or other title curative agreements for any person or entity with a lien, encumbrance, mortgage, easement or other problematic exception to title to the Property as requested by Lessee in order to facilitate the development and financing of a solar energy project or projects on the Property.

9. **Indemnity.** Each Party as indemnitor shall indemnify, defend, and hold harmless the other Party and its Affiliates and their employees and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including reasonable attorneys' fees) asserted by third parties for injury or death to Persons (including employees of either Party) and/or physical damage to property arising out of or in connection with the negligent or intentional acts or omissions or willful misconduct of the indemnitor or a material breach of any obligation, representation or warranty of the indemnitor under this Agreement, except to the extent caused by the negligent acts or omissions or willful misconduct of the indemnified party. Lessee shall not be responsible to Owner or any third party, for any claims, costs or damages, including fines or penalties, attributable to any violations of Applicable Laws which existed prior to the Effective Date, or by any party other than the Lessee Parties. This Section 9 shall survive the termination or expiration of this Agreement.

10. **Hazardous Substances.** Neither Party shall introduce or use any Hazardous Substances on, in or under the Leased Premises or Property in violation of any Applicable Law. If a Party becomes aware of any Hazardous Substances on, in, or under the Leased Premises or Property, it shall promptly notify the other Party of the type and location of such Hazardous Substances in writing. Each Party agrees to indemnify, defend and hold harmless the other Party and its Affiliates and their employees and agents from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability, including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments, and reasonable attorneys' fees that any Party may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment ("**Environmental Claims**"), that relate to or arise from such Party's activities on the Property or Leased Premises, except to the extent directly attributable to the negligent acts or omissions or willful misconduct of the other Party. Owner shall further indemnify, defend and hold harmless Lessee and its Affiliates and their employees and agents from and against any and all Environmental Claims due to the presence of any Hazardous Substances in, on or under the Leased Premises as of the Effective Date. The indemnifications in this Section 10 specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Governmental Authority. Owner shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Applicable Law, all spills or other releases of any Hazardous Substances to the extent not caused by Lessee, that have occurred or which may occur on the Property. This Section 10 shall survive the termination or expiration of this Agreement.

11. **Assignment.** Subject to Section 8.8 and Section 19.8, each Party shall have the right and authority to sell, convey, assign, sublease or otherwise transfer, and/or collaterally assign, mortgage or encumber to one or more persons any or all of its right, title and interest under this Agreement (including Lessee's right to any Access and Utility Easements granted pursuant hereto) to one or more persons (each, an "Assignee"). The assigning Party shall notify the other Party in advance, in writing of any such assignment and the name and address of any Assignee. Notwithstanding the foregoing, Lessee shall have the right to assign its rights and obligations under this Agreement, without providing advance written notice (Lessee shall provide subsequent notice) and without the prior consent of Owner, to (i) any Lessee Affiliate, (ii) assignees whose net worth and financial strength are sufficient to meet all of Lessee's obligations under this Agreement and any Easement and who have experience operating or owning utility scale solar power generation projects, (iii) a Financing Party pursuant to Section 12, (iv) any Person or entity succeeding to all or substantially all of the stock or assets of Lessee, or (v) to a successor entity in a merger or acquisition transaction.

12. **Collateral Assignment.** Notwithstanding anything herein to the contrary, Lessee may collaterally assign this Agreement and the Solar Facilities to a Financing Party without the need for consent from Owner. Upon receipt of notice of the name and address of a Financing Party, Owner agrees to deliver any written notices of default to the Financing Party simultaneously with the delivery of such notices of default to Lessee. The Financing Party will have the right in its sole discretion, but not the obligation, (i) to enforce its lien and acquire title to all or any portion of the Solar Facilities by any lawful means, (ii) to take possession of and operate all or any portion of the Solar Facilities and to perform all obligations to be performed by Lessee under this Agreement, or to cause a receiver to be appointed to do so, (iii) to cure any defaults or breaches by Lessee within the time periods provided hereunder for Lessee plus an additional sixty (60) days in the case of an Event of Default under Section 15, and in order to succeed to the rights and obligations of Lessee under this Agreement shall not be required to cure any defaults by Lessee under Section 14 that by their nature are not capable of being cured by the Financing Party. Any such notices shall be sent to the Financing Party at the address specified in writing to Owner by Lessee or any Financing Party. Failure by Owner to give the Financing Party such notice shall not diminish the Financing Party's rights against Lessee but shall preserve all rights of the Financing Party to cure any default and to remove any property of Lessee located on the Premises.

If Owner has been notified of the existence of a Financing Party, Owner will not agree to any amendment, modification or voluntary termination of this Agreement without the prior written consent of the Financing Party. Owner agrees that, upon foreclosure (or assignment in lieu of foreclosure) of its mortgage or security interest in the Solar Facilities, the Financing Party (or its designee) may succeed to the rights and obligations of Lessee under this Agreement and thereafter, without Owner's consent, to assign or transfer all or any portion of the Solar Facilities to a third party. The Financing Party (or its designee) will be responsible for performance of Lessee's obligations after it succeeds to Lessee's interests under this Agreement but shall have no further liability hereunder after it assigns such interests to a third party.

If this Agreement is rejected or disaffirmed by Lessee pursuant to bankruptcy law or other law affecting creditor's rights and within ninety (90) days after such event any Financing Party shall have arranged to the reasonable satisfaction of Owner for performance of Lessee's obligations under this Agreement, then Owner shall execute and deliver to such Financing Party or to a designee of such Financing Party a new agreement which (i) shall be for a term equal to the remainder of the Lease Term before giving effect to such rejection or termination; and (ii) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement.

An assignment by either Party in accordance with this Section 12 shall, provided that assignee assumes the assignor's obligations under this Agreement, relieve the assignor of its obligations hereunder, except with respect to undisputed payments due by the assignor as of the effective date of the assignment, which obligations shall be performed by assignor or assignee as a condition precedent to such assignment.

The provisions of this Section 12 shall survive the termination, rejection or disaffirmation of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 12 were a separate and independent contract made by Owner, Lessee and each Financing Party. Lessee's Financing Parties shall be express third party beneficiaries of this Section 12.

Upon succeeding to the rights and obligations of Lessee under this Agreement, the Financing Party (or its designee) shall comply with the registration requirement of the Secretary of State of the State of Kentucky.

13. Subdivision/Separation. In order to satisfy the financing and transactional requirements of separate lenders and power purchasers of the Solar Facilities, Lessee may, subject to applicable law, (i) subdivide the leasehold estate and all rights and obligations of Lessee granted hereby into separate leasehold estates (the "**Subdivided Leaseholds**"), referencing specific portions of the Property to be included in each Subdivided Leasehold; and (ii) assign each Subdivided Leasehold to a single purpose limited liability company or legal entity that will own the Solar Facilities located within the Subdivided Leasehold. In lieu of such subdivisions, at the request of Lessee, Owner and Lessee will (i) amend this Agreement to remove portions of the Leased Property other than that required for the initial Solar Facilities; and (ii) execute one or more separate leases with respect to such removed portions of the Property, each in form and substance materially identical to this Agreement (with such changes as shall be necessary to reflect such removal). In order to comply with the separate financial and security requirements of separate Solar Facilities, the segregated leasehold estates will not be subject to cross defaults with each other, allowing each lessee and its Leasehold Mortgagee to enjoy quiet title to their respective leasehold rights and interests regardless of any default of another lessee. Owner shall at any time and from time to time, within fifteen (15) days after a written request by Lessee execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete the transactions herein provided and to carry out the terms and provisions of this Section 13. Lessee agrees to reimburse Owner for attorney's fees incurred with respect to a Subdivided Leasehold, amended Agreement or new lease by Lessee under this Section 13 up to an amount not to exceed \$2,500. Lessee shall reimburse Owner within ten (10) days of Lessee's receipt of executed Agreement documents requested by Lessee and appropriate invoices for the attorney's fees incurred by Owner.

14. Default/Remedies.

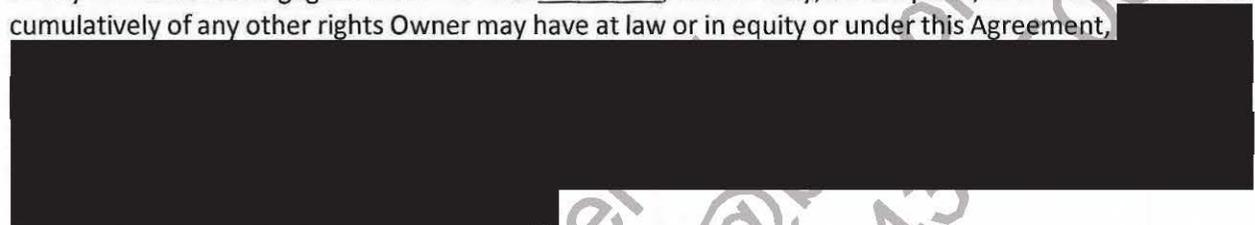
14.1 Default. Subject to the rights of Financing Parties as provided in Section 12, each of the following events shall constitute an "**Event of Default**" by a party and shall permit the non-defaulting party to terminate this Agreement and/or pursue all other appropriate remedies:

(a) **Failure to Pay.** The failure or omission by either party to pay amounts required to be paid thereby when due hereunder, and such failure or omission has continued for thirty business (30) days after receipt of written notice from the other party;

(b) Failure to Perform. The failure or omission by either party to observe, keep or perform any of the other terms, agreements or conditions set forth in this Agreement, and such failure or omission has continued for sixty (60) days (or such longer period as may reasonably be required to cure such failure or omission, provided that cure has commenced and such party is diligently proceeding to complete such cure) after written notice from the other party; or

(c) Bankruptcy. A party files for protection or liquidation under the bankruptcy laws of the United States or any other jurisdiction or has an involuntary petition in bankruptcy or a request for the appointment of a receiver filed against it, and such involuntary petition or request is not dismissed within one hundred twenty (120) days after filing.

14.2 Remedies. Upon the occurrence of an Event of Default by Lessee, subject to the rights of any Leasehold Mortgagees as set forth in Section 12, Owner may, at its option, and in addition to and cumulatively of any other rights Owner may have at law or in equity or under this Agreement,



15. Removal. Lessee shall exercise commercially reasonable efforts to remove any above grade Solar Facilities from the Property by the termination of this Agreement to a minimum depth of approximately 36 inches below grade. All Property disturbed by Lessee shall be restored to a condition reasonably similar to its condition as of the Effective Date (Lessee shall have no obligation to restore buildings or other improvements Lessee is authorized to demolish or remove pursuant to this Agreement related to its use of the Property for the Solar Facilities). If Lessee fails to remove such Solar Facilities and to so restore the Property to a condition reasonably similar to its condition as of the Effective Date, Lessee shall thereafter continue to pay Rent hereunder until such removal and restoration work is completed on a monthly basis in an amount equal to the then annual Rent divided by 12 and multiplied by the percentage of the Property on which such removal and restoration work has not been completed as of the first day of each such month. If Lessee fails to complete the removal and restoration within twelve (12) months of the termination of the Agreement, or such longer period as Owner may provide by extension, Owner may do so, in which case Lessee shall reimburse Owner or Owner may draw upon the payment bond or letter of credit provided for in Section 16 below for the reasonable, direct and documented costs of removal and restoration incurred by Owner.

16. Reclamation Estimate and Bond. Within sixty (60) days after the start of the Operation Term, Lessee shall deliver a copy of the Reclamation Estimate to Owner. No later than three (3) years prior to the earlier of the expiration of the Term, Lessee shall deliver to Owner a payment bond or an irrevocable, stand-by letter of credit issued by a credit worthy bonding company or financial institution, as applicable, for the amount of the Reclamation Estimate; provided that if pursuant to applicable law, Lessee has provided to any governmental agency other financial assurance for restoration of the Property (the proceeds of which are required to be applied to the restoration of the Property in the event Lessee otherwise fails to do so), Lessee shall be obligated to provide to Owner a payment bond or letter of credit only for the excess of the amount of the Reclamation Estimate over the amount of the financial assurance provided to such governmental agency. Any payment bond or letter of credit required to be issued to Owner shall be released and returned to Lessee upon Owner's reasonable satisfaction that removal and restoration obligations under this Agreement have been fulfilled. If Lessee provides notice to Owner

exercising its right to renew the Agreement, prior to or on one (1) year prior to the expiration of the Term or an Extended Term as applicable, Lessee's obligation to provide the Reclamation Estimate and payment bond or letter of credit shall be deferred until three (3) years prior to the earlier of the expiration of the Extended Term.

17. **Force Majeure.** If performance of the Agreement or of any obligation hereunder and/or Lessee's ability operate the Solar Facilities and to transmit and sell power therefrom to a third party purchaser is prevented, interfered or hindered by reason of an event of Force Majeure, the affected Party, upon giving notice to the other Party, shall be excused from such performance, and/or with respect to an event preventing, interfering or hindering Lessee's ability to operate the Solar Facilities and/or to transmit and sell power, the Rent payment obligation shall be abated, to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid, remove or repair such causes of nonperformance and shall continue performance hereunder whenever such causes are removed.

18. **Condemnation.** In the event the Leased Premises or Property are transferred to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Lessee's determination to render the Premises unsuitable for Lessee's use or to negatively impact the access to the Premises, Lessee shall have the right to terminate this Agreement immediately upon notice to Owner. If, following a condemnation, there exists a remaining portion of the Property that is suitable for the System and the leasing of such area to Lessee shall not materially impact Owner's operations on the Property in Owner's reasonable discretion, Lessee shall have an option to lease such portion of the Property on the same terms and conditions as this Agreement for the balance of the Operation Term or Extended Term, as applicable. Lessee shall exercise such option within ninety (90) days of a transfer of the Premises to the condemning authority. Sale to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation under this Agreement. In the event of an award related to eminent domain or condemnation of all or part of the Premises, each Party shall be entitled to take from such award that portion as allowed by law for its respective property interest appropriated as well as any damages suffered thereby.

19. **Miscellaneous.**

19.1 **Confidentiality.** Owner will maintain in strict confidence, for the sole benefit of Lessee, the existence and the terms of this Agreement and the transactions contemplated herein, including but not limited to any business plans, financial information, technical information regarding the design, operation, maintenance of the System; *provided, however*, Owner may disclose this Agreement and the transactions contemplated herein to Owner's affiliates, subsidiaries, attorneys, consultants or other agents or professional advisors, or as required by law.

19.2 **Successors and Assigns/Runs with the Land.** The Agreement shall inure to the benefit of and be binding upon Owner and Lessee and their respective heirs, transferees, successors and assigns with respect to the Property and the Agreement, and all persons claiming under them. Owner agrees that this Agreement and all easements granted hereunder shall run with the Property and/or the Leased Premises and survive any transfer of all or any portion of the Property and/or the Leased Premises.

19.3 **Notices.** All notices under this Agreement shall be made in writing to the Addresses for Notices specified on the Cover Sheet. Notices shall be delivered by hand delivery, regular overnight delivery service (by a recognized courier), registered or certified mail return receipt requested, or email.

Email notices shall require confirmation of receipt. Notices shall be deemed to have been received when delivered as shown on the records or manifest of such courier, delivery service or the U.S. Postal Service. Rejection or refusal to accept delivery of any notice shall be deemed to be the equivalent of receipt of any notice given hereunder. A Party may change its address by providing written notice of the same in accordance with the provisions of this Section 19.3. Failure to comply strictly with the terms of this provision shall not be held against the Party claiming to have given notice so long as such Party substantially complied with this provision and can demonstrate that the notice in question was received.

19.4 Entire Agreement. This Agreement, including the Cover Sheet and all exhibits, represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and therein and supersedes all prior written or oral negotiations, representations, communications and agreements between said parties with respect to said subject matter. This Agreement may be amended only in writing signed by both Lessee and Owner or their respective successors in interest. Owner and Lessee each acknowledge that in executing this Agreement that Party has not relied on any verbal or written understanding, promise, or representation which does not appear in this document.

19.5 Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the laws of the State where the Property is located. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled solely and exclusively by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be three. The place of arbitration shall be at the American Arbitration Association Regional Office nearest the Property, or in another convenient location as agreed by the Parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. The prevailing Party in any action or proceeding for the enforcement, protection or establishment of any right or remedy under 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.

19.6 Partial Invalidity or Unintended Consequence, Requirement to Cure. If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Agreement; *provided, however*, that the Parties shall work together in good faith to modify this Agreement as necessary to retain the intent of any such severed clause. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement or any Access/Gen-Tie Easement be longer than the longest period permitted by applicable law. The Development Term of this Agreement shall be construed as an "option" and not a "lease" under the laws of the state where the Property is situated.

19.7 Tax and Renewable Energy Credits. If under applicable law, the holder of the Agreement becomes ineligible for any tax credit, renewable energy credit, environmental credit or any other benefit or incentive for renewable energy established by any local, state or federal government, then, at Lessee's option, Owner and Lessee shall exercise good faith and negotiate an amendment to this Agreement or replace it with a different instrument so as to convert Lessee's interest in the Property to a substantially similar interest that makes Lessee eligible for such credit, benefit or incentive.

19.8 Notice of Owner's Intent to Sell the Property. Should Owner decide to sell the Property to a third party (excluding family members), Owner shall allow Lessee to make an offer to purchase the Property by notifying Lessee in writing and allowing Lessee thirty (30) days to may make a written offer to purchase the Property. Owner is obligated to provide such notice to Lessee prior to offering the Property to a third party (excluding family members). If Owner accepts Lessee's offer, all costs and expenses of the sale including attorney's fees, recording fees, and any and other costs attributable to the preparation of the warranty deed, title certificate, abstract and any other closing documents shall be paid by Lessee. If Lessee declines to make an offer to purchase the Property, Lessee will deliver to Owner their response to owner within this thirty (30) day period. If Owner declines Lessee's offer to purchase the Property, Owner will be free to sell the property to a third property upon terms and conditions that are materially no less favorable than are set forth in Purchaser's offer, with such Purchaser taking subject to this Agreement.

19.9 Waiver of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY, OR ITS AFFILIATES OR ITS AND THEIR RESPECTIVE DIRECTORS, MANAGERS, OFFICERS, SHAREHOLDERS, PARTNERS, MEMBERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES, BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF, RELATE TO, OR ARE OTHERWISE ATTRIBUTABLE TO THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF DUTIES HEREUNDER.

19.10 Further Assurances. Each Party shall, whenever reasonably requested by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete the transactions herein provided and to carry out the terms and provisions of this Agreement. Owner shall also execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or otherwise reasonably requested by Lessee.

19.11 Time is of the Essence. Time is of the essence with respect to the performance of every provision of this Agreement (subject to any applicable cure periods set forth herein).

19.12 No Partnership. This Agreement is not intended and shall not be construed to create any partnership or joint venture or any other relationship other than one of 'owner/lessor' and 'lessee' and 'grantor' and 'grantee', and neither Party shall be deemed the agent of the other Party nor have the authority to act as agent for the other Party.

19.13 Survival. In addition to those provisions specifically identified as surviving the termination of this Agreement, provisions of this Agreement that should reasonably be considered to survive termination of this Lease shall also survive.

19.14 Counterparts. This Agreement may be executed in any number of counterparts, which shall together constitute one and the same agreement. Each Party agrees that signatures transmitted by facsimile or electronically shall be legal and binding and have the same full force and effect as if an original of this Agreement and had been delivered and hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, Owner and Lessee, individually or through duly authorized representatives, hereby, execute this Agreement and certify that they have read, understand and agree to the terms and conditions of this Agreement.

OWNER

By: Michael T. Goodman
Michael T. Goodman

By: Teresa L. Goodman
Teresa L. Goodman aka Terri Goodman

By: Kenney Goodman
Kenney Goodman

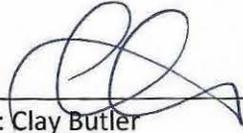
Date: 2/17/21

Phone: 

Email: 

Confidential
michael.roiley@pp.com
2021-07-13 16:09:43-0500

LESSEE
TELESTO Energy Project LLC
a Texas limited liability company

By: 
Name: Clay Butler
Title: President

Date: 22-2-21

Phone: 512/992-0439
Email: real.estate@7x.energy

Confidential
michael.reiley@bpc.com
2021-07-13 10:09:43 -0500

EXHIBIT A

DEFINITIONS:

"Access and Utility Easements" has the meaning set forth in Section 3.3(a).

"Access Property" has the meaning set forth in Section 3.3(a).

"Additional Rights" has the meaning set forth in Section 8.12.

"Assignee" has the meaning set forth in Section 11.

"Cover Sheet" means the second page of this Agreement.

"Development Term" has the meaning set forth in Section 2.1.

"Development Term Expiration Date" has the meaning set forth in Section 2.1.

"Development Term Rent" has the meaning set forth in Section 4.1.

"Effective Date" has the meaning set forth in the first paragraph of this Agreement.

"Environmental Claims" has the meaning set forth in Section 10.

"Environmental Law" means and includes, without limitation, any present or future federal, state or local law, whether under common law, statute, rule, regulation or otherwise, requirements under permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directive or other requirements of any Governmental Authority relating to or imposing liability or standards of conduct, disclosure or notification with regard to the protection of human health, the environment, ecological conditions, Hazardous Substances or any activity involving Hazardous Substances.

"Event of Default" has the meaning set forth in Section 14.1.

"Extended Term" has the meaning set forth in Section 3.2.

"Financing Party" means, as applicable (i) any Person (or its agent) from whom Lessee (or a Lessee Affiliate) leases the Solar Facilities or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide capital to Lessee (or a Lessee Affiliate) with respect to the Solar Facilities. Lessee shall provide written notice to Owner of, and the contact information for, any Financing Party.

"Force Majeure" means fire, earthquake, flood, explosions, lightning or other casualty or accident; epidemics; strikes or labor disputes; war, civil strife or other violence; power failures or power surges, vandalism, theft, terrorism, the unauthorized cutting of power, transmission or other lines, wires or cables to solar equipment, any law, order, proclamation, regulation, ordinance, action, demand or requirement or changes in law or applicable regulations subsequent to the date hereof of any government agency or utility; or any other act or condition beyond the reasonable control and without the fault or negligence of the Party claiming Force Majeure.

“Governmental Authority” means any federal, state, regional, county, town, city or municipal government, whether domestic or foreign, or any department, agency, bureau or other administrative, regulatory or judicial body of any such government.

“Hazardous Substances” means and includes, without limitation any substance, chemical, material or waste: (i) the presence of which causes a nuisance or trespass of any kind under any applicable Environmental Law; (ii) which is regulated by any Governmental Authority; (iii) is likely to create liability under any Environmental Law because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment, natural resources or human health and safety, including but not limited to, flammables and explosives, gasoline, petroleum and petroleum products, asbestos containing materials, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, microbial matter, biological toxins, mycotoxins, mold or mold spores or any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such by any Governmental Authority; or (iv) which is designated, classified, or regulated as being a hazardous or toxic substance, material, pollutant, waste (or a similar such designation) under any federal, state or local law, regulation or ordinance, including under any Environmental Law.

“Leased Premises” has the meaning set forth in Section 2.1.

“Lessee” has the meaning set forth in the first paragraph of this Agreement.

“Lessee Taxes” has the meaning set forth in Section 6.1.

“Lessee Affiliate” means an entity controlling, controlled by, or under common control with Lessee, and a Leasehold Mortgagee shall include any agent, security agent, collateral agent, indenture trustee, loan trustee, loan participant or participating or syndicated lenders involved in whole or in part in such financing, and their respective representatives, successors and assigns.

“Memorandum” has the meaning set forth in Section 1.

“Net Acreage” means the total gross acreage of the Leased Premises less the total acreage subject to third party surface rights (such as third party easement or right of way rights) or any condemnation action or proceeding such that it is not suitable for the installation of solar facilities.

“Operation Term Commencement Date” has the meaning set forth in Section 2.1.

“Operation Term Commencement Notice” has the meaning set forth in Section 2.1.

“Operation Term” has the meaning set forth in Section 3.1.

“Operation Term Expiration Date” has the meaning set forth in Section 3.1.

“Operation Term Rent” has the meaning set forth in Section 4.2 (and as set forth on Exhibit D).

“Owner” has the meaning set forth in the first paragraph of this Agreement.

“Party” or **“Parties”** has the meaning set forth in the first paragraph of this Agreement.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other person or entity, and any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Property" has the meaning set forth in the Recitals.

"Purpose" has the meaning set forth in the Recitals.

"Reclamation Estimate" means a good faith estimate of the total cost to remove all Solar Facilities and improvements made by or on behalf of Lessee and to restore any changes made to the Property by Lessee to the condition required by applicable law and by Section 16.

"Remainder Property" has the meaning set forth in Section 3.3(b).

"Rent" has the meaning set forth in Section 4.

"Solar Easements" has the meaning set forth in Section 3.3(b).

"Solar Easement Instruments" has the meaning set forth in Section 3.3(b).

"Solar Facilities" means solar energy collection and electrical generating and storage equipment of all types including, without limitation, any such equipment utilizing photovoltaic, energy storage, and/or solar thermal technology, overhead and underground electrical and communications lines, electric transformers, telecommunications equipment, roads, meteorological towers and solar energy measurement and storage equipment, control buildings, operations and maintenance buildings, maintenance yards, substations, switchyards, and related facilities and equipment.

"Subdivided Leaseholds" has the meaning set forth in Section 13.

"Survey" has the meaning set forth in Section 2.4.

"Term" has the meaning set forth in Section 3.2.

"Termination Notice" has the meaning set forth in Section 2.1.

"Unused Acreage" means leased acreage outside of the Solar Facilities fenced area as defined in Property as referenced in Exhibit D and Section 5.1.

EXHIBIT B

Legal Description

ALL that real property situated in Hardin County, Kentucky, described as follows:

54.3 acres, more or less, located west of the Railroad; out of the following described Tracts:

TRACT ONE:

Beginning at a stone on the west side of the road corner to William Singer, now Alex Nall; thence $65 \frac{1}{2}$ West $31 \frac{3}{5}$ poles to a stone Singer, now Nall corner, thence North $19 \frac{1}{2}$ West $25 \frac{3}{5}$ poles to a stone Singer, now Nall corner on Calvert's line, thence South $64 \frac{1}{2}$ West 78 poles to center of I. C. Railroad, thence with center of same South 18 East 63 poles, thence South 64 West 32 poles, to a stone corner to Calvert Henderson and Medley, now Gatton, thence South 35, East $100 \frac{1}{2}$ poles to a stone on the west side of railroad, thence with Hayden's line North $63 \frac{3}{4}$, East 161 poles to two blackjacks, one gone, thence North 39 West $136 \frac{2}{5}$ poles to the beginning containing $135 \frac{1}{2}$ acres, less $3 \frac{3}{4}$ acres taken by the railroad and 5 acres off of the northeast corner conveyed to William Singer and not included in this conveyance, leaving $127 \frac{1}{4}$ acres.

TRACT TWO:

Beginning at a white oak and chestnut tree on the East side of Dry Branch and corner to C. T. Hayden; thence S 80 W 134 poles to a stone; thence N 13 E 17 poles to a stone in a lane on the east side; thence S 75 E $102 \frac{2}{3}$ poles to a stone, corner Zack Calvert; thence S $37 \frac{1}{2}$ E 74 poles to the center of the branch; thence down the branch in its center to the beginning containing $63 \frac{1}{3}$ acres more or less. From this boundary has been sold to C. T. Hayden thirty acres more or less. For a complete boundary of this tract see Deed Book 52, Page 577, Hardin County Court Clerk's Office.

TRACT THREE:

Beginning at a stone S.E. corner of C. E. Gatton; thence N 10 W $22 \frac{1}{5}$ poles; thence with Gatton's line to a stone in said Gatton line; thence N 80 E 58 poles to a stake on the west side of a branch in Jenkins line; thence S 35 E 28 poles to a stake in said line; thence S $82 \frac{1}{2}$ W $69 \frac{4}{5}$ poles to the beginning containing 9 acres more or less.

EXHIBIT C

OWNERS LIST OF KNOWN UNRECORDED LEASES/LIENS

Confidential
michael.reiley@bp.com
2021-07-13 10:09:43 -0500

EXHIBIT D

Operating Rent



FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is made to be effective as of April 20, 2022 (the "Amendment Effective Date"), by and between Michael T. Goodman and Teresa L. Goodman aka Terri Goodman, as to an undivided 50% interest, and Kenney Goodman, as to an undivided 50% interest (collectively, hereinafter "Owner"), and Telesto Energy Project, LLC, a Texas limited liability company (together with its successors and assigns, hereinafter "Lessee"). Owner and Lessee may also be referred to herein as the "Parties" or each a "Party".

RECITALS

WHEREAS, Owner and Lessee are parties to that certain Lease Agreement dated as of February 22, 2021 (the "Original Lease"), evidenced by that certain Memorandum of Lease Agreement, recorded on March 29, 2021 in Book 1508 at Pages 849-853 in the Official Public Records of Hardin County, Kentucky (the "Memorandum") covering certain real property located in Hardin County, Kentucky consisting of a portion of Parcel No. 146-00-00-020.01, as more particularly described on Exhibit A attached hereto (the "Original Property");

WHEREAS, Owner and Lessee now desire to amend the Original Lease, as evidenced by and upon the terms and conditions set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, for and in consideration of the recitals above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Lessee do hereby agree as follows:

1. Recitals; Defined Terms. The recitals set forth above, the Original Lease referred to therein and the exhibits attached hereto are hereby incorporated herein by reference as if set forth in full in the body of this Amendment. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Original Lease; provided, however that the term Agreement is hereby amended to mean the Original Lease, as amended by this Amendment.
2. Signing Bonus. Promptly following the Amendment Effective Date, Lessee shall pay to Owner a one-time signing bonus in the amount of \$10,000.00.
3. Additional Property. The parties hereby agree to add the real property more particularly described on Exhibit B attached hereto as part of the "Property" subject to the Original Lease (the "Additional Property"). Notwithstanding anything in this Amendment or the Original Lease to the contrary, if Lessee desires to include any portion of the Additional Property as part of the Leased Premises (by designating any such in the Operation Term Commencement Notice), Lessee must include all of such Additional Property as part of the Leased Premises. For the avoidance of doubt, Lessee may elect not to include any of the Additional Property as part of the Leased Premises.

4. Payment Terms for Additional Property. Development Term Rent and Operations Term Rent for the Additional Property shall be paid as set forth in this Section 4. For the avoidance of doubt, Development Term Rent and Operations Term Rent for the Original Property (or any portion thereof that becomes part of the Leased Premises) shall be paid as set forth in the Original Lease.

a.

[REDACTED]

b.

[REDACTED]

5. Memorandum. Concurrently with its execution and delivery of this Amendment, Owner shall execute, acknowledge, and deliver to Lessee an amendment to the Memorandum, in the form attached hereto as Exhibit C which Lessee may record in the official public records of the county in which the Property is located.

6. Miscellaneous. Except as amended by this Amendment, the terms and provisions of the Original Lease are unmodified and shall remain in full force and effect. In the event of a conflict between this Amendment and the Original Lease, the terms of this Amendment shall prevail. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts when taken together shall constitute but one agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

OWNER



Michael T. Goodman, an individual



Teresa L. Goodman aka Terri Goodman, an individual



Kenney Goodman, an individual

LESSEE

TELESTO ENERGY PROJECT, LLC,
a Texas limited liability company

By: BP Solar Holding LLC, a Delaware limited liability
company, its sole member

By: _____

Name: Javier Fuentes

Title: Vice President

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

OWNER

Michael T. Goodman, an individual

Teresa L. Goodman aka Terri Goodman, an individual

Kenney Goodman, an individual

LESSEE

TELESTO ENERGY PROJECT, LLC,
a Texas limited liability company

By: BP Solar Holding LLC, a Delaware limited liability
company, its sole member

By:  _____

Name: Javier Fuentes

Title: Vice President

EXHIBIT A

Original Property

All that real property situated in Hardin County, Kentucky, described as follows:

54.3 acres, more or less, located west of the Railroad, out of the following described tracts:

TRACT ONE:

Beginning at a stone on the west side of the road corner to William Singer, now Alex Nall; thence 65 ½ West 31 3/5 poles to a stone Singer, now Nall corner, thence North 19½ West 25 3/5 poles to a stone Singer, now Nall corner on Calvert's line, thence South 64 ½ West 78 poles to center of I. C. Railroad, thence with center of same South 18 East 63 poles, thence South 64 West 32 poles, to a stone corner to Calvert Henderson and Medley, now Gatton, thence South 35, East 100½ poles to a stone on the west side of railroad, thence with Hayden's line North 63 3/4, East 161 poles to two blackjacks, one gone, thence North 39 West 136 2/5 poles to the beginning containing 135½ acres, less 3¼ acres taken by the railroad and 5 acres off of the northeast corner conveyed to William Singer and not included in this conveyance, leaving 127¼ acres.

TRACT TWO:

Beginning at a white oak and chestnut tree on the East side of Dry Branch and corner to C. T. Hayden; thence S 80 W 134 poles to a stone; thence N 13 E 17 poles to a stone in a lane on the east side; thence S 75 E 102 2/3 poles to a stone, corner Zack Calvert; thence S 37½ E 74 poles to the center of the branch; thence down the branch in its center to the beginning containing 63 1/3 acres more or less. From this boundary has been sold to C. T. Hayden thirty acres more or less. For a complete boundary of this tract see Deed Book 52, Page 577, Hardin County Court Clerk's Office.

TRACT THREE:

Beginning at a stone S.E. corner of C. E. Gatton; thence N 10 W 22 1/5 poles; thence with Gatton's line to a stone in said Gatton line; thence N 80 E 58 poles to a stake on the west side of a branch in Jenkins line; thence S 35 E 28 poles to a stake in said line; thence S 82½ W 69 4/5 poles to the beginning containing 9 acres more or less.

EXCEPTED from the above conveyance herein is Lot 1 of Kenny's Acres as shown on plat of record in Plat Cabinet 1, Sheet 5726, in the Office of the Hardin County Court Clerk.

The above parcels being conveyed from Earl B. Goodman and Nell Goodman to Kenney Goodman, Michael Goodman and Terri Goodman by Deed on August 4, 2016 and recorded in Book 1427, Page 1085-1088, in the office of the Hardin County Court Clerk, Kentucky.

EXHIBIT B

Additional Property

All that real property situated in Hardin County, Kentucky, described as follows:

40 acres, more or less, located east of the Railroad and south of the Owner's existing fence, out of the following described tracts:

TRACT ONE:

Beginning at a stone on the west side of the road corner to William Singer, now Alex Nall; thence 65 ½ West 31 3/5 poles to a stone Singer, now Nall corner, thence North 19½ West 25 3/5 poles to a stone Singer, now Nall corner on Calvert's line, thence South 64 ½ West 78 poles to center of I. C. Railroad, thence with center of same South 18 East 63 poles, thence South 64 West 32 poles, to a stone corner to Calvert Henderson and Medley, now Gatton, thence South 35, East 100½ poles to a stone on the west side of railroad, thence with Hayden's line North 63 3/4, East 161 poles to two blackjacks, one gone, thence North 39 West 136 2/5 poles to the beginning containing 135½ acres, less 3¼ acres taken by the railroad and 5 acres off of the northeast corner conveyed to William Singer and not included in this conveyance, leaving 127¼ acres.

TRACT TWO:

Beginning at a white oak and chestnut tree on the East side of Dry Branch and corner to C. T. Hayden; thence S 80 W 134 poles to a stone; thence N 13 E 17 poles to a stone in a lane on the east side; thence S 75 E 102 2/3 poles to a stone, corner Zack Calvert; thence S 37½ E 74 poles to the center of the branch; thence down the branch in its center to the beginning containing 63 1/3 acres more or less. From this boundary has been sold to C. T. Hayden thirty acres more or less. For a complete boundary of this tract see Deed Book 52, Page 577, Hardin County Court Clerk's Office.

TRACT THREE:

Beginning at a stone S.E. corner of C. E. Gatton; thence N 10 W 22 1/5 poles; thence with Gatton's line to a stone in said Gatton line; thence N 80 E 58 poles to a stake on the west side of a branch in Jenkins line; thence S 35 E 28 poles to a stake in said line; thence S 82½ W 69 4/5 poles to the beginning containing 9 acres more or less.

EXCEPTED from the above conveyance herein is Lot 1 of Kenny's Acres as shown on plat of record in Plat Cabinet 1, Sheet 5726, in the Office of the Hardin County Court Clerk.

The above parcels being conveyed from Earl B. Goodman and Nell Goodman to Kenney Goodman, Michael Goodman and Terri Goodman by Deed on August 4, 2016 and recorded in Book 1427, Page 1085-1088, in the office of the Hardin County Court Clerk, Kentucky.

EXHIBIT C

Amendment to Memorandum of Lease

[to be detached and signed]

(Space Above this Line for Recorder's Use Only)

DOCUMENT PREPARED BY
AFTER RECORDING RETURN TO:
TELESTO ENERGY PROJECT, LLC
c/o BP Alternative Energy North America, Inc.
201 Helios Way, 3rd Floor
Houston, Texas 77079
Attn: Solar Portfolio Coordinator

FIRST AMENDMENT TO MEMORANDUM OF LEASE

This FIRST AMENDMENT TO MEMORANDUM OF LEASE (this "Amendment") is made and entered into as of April 20, 2022, by and between Michael T. Goodman and Teresa L. Goodman aka Terri Goodman, as to an undivided 50% interest, whose address is 325 Goodman Lane, Elizabethtown, KY 42701 and Kenney E. Goodman, as to an undivided 50% interest, whose address is 486 Goodman Lane, Elizabethtown, KY 42701 (collectively, hereinafter "Owner"), and Telesto Energy Project, LLC, a Texas limited liability company whose address is c/o BP Alternative Energy North America, Inc., 201 Helios Way, 3rd Floor, Houston, TX 77079, Attn: Solar Portfolio Coordinator (together with its successors and assigns, hereinafter "Lessee"). Owner and Lessee may also be referred to herein as the "Parties" or each a "Party".

PRELIMINARY STATEMENT

WHEREAS, Owner is the owner of the real property located in Hardin County, Kentucky, more particularly described in Exhibit A attached hereto and made a part hereof (the "Property").

WHEREAS, Owner and Lessee are parties to that certain Lease Agreement dated as of February 22, 2021 (the "Original Lease"), evidenced by that certain Memorandum of Lease Agreement, recorded on March 29, 2021 in Book 1508 at Pages 849-853 in the Official Public Records of Hardin County, Kentucky (the "Original Memorandum"), as amended by that certain First Amendment to Lease Agreement, dated as of the date hereof (the "First Lease Amendment" and together, with the Original Lease and the Original Memorandum, the "Agreement"), pertaining to the Property;

WHEREAS, the parties hereto desire to enter into this Amendment so that third parties shall have notice of the existence of the First Lease Amendment and of the rights and obligations of Owner and Lessee thereunder.

AGREEMENT

NOW, THEREFORE, the parties hereto do hereby certify and agree as follows:

1. Recitals; Defined Terms. The recitals set forth above, the Original Memorandum referred to therein and the exhibits attached hereto are hereby incorporated herein by reference as if set forth in full in the body of this Amendment. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement.

2. Property. Exhibit A attached to the Original Memorandum is hereby replaced in its entirety with Exhibit A attached to this Amendment.

3. Miscellaneous. Except as amended by this Amendment, the terms and provisions of the Original Memorandum are unmodified and shall remain in full force and effect. In the event of a conflict between this Amendment and the Original Memorandum, the terms of this Amendment shall prevail. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts when taken together shall constitute but one agreement.

OWNER ADDRESS:

Michael T. Goodman and Teresa L. Goodman aka Terri Goodman
325 Goodman Lane
Elizabethtown, KY 42701
Kenney E. Goodman
486 Goodman Lane
Elizabethtown, KY 42701

LESSEE ADDRESS:

Telesto Energy Project, LLC
c/o BP Alternative Energy North America, Inc.
201 Helios Way, 3rd Floor
Houston, TX 77079,
Attn: Solar Portfolio Coordinator

DOCUMENT PREPARED BY:

Telesto Energy Project, LLC
201 Helios Way, 3rd Floor
Houston, Texas 77079

By: 
Crystal Murad

[Signature Page to Follow]

Teresa L. Goodman

Teresa L. Goodman aka Terri Goodman, an individual

STATE OF Kentucky §

COUNTY OF Hardin §

The foregoing instrument was subscribed, sworn, and acknowledged to before me on this the 18th day of March, 2022 by Teresa L. Goodman aka Terri Goodman, to be her free act and deed.

My Commission Expires: 11/18/2025

Rosita T. Starny

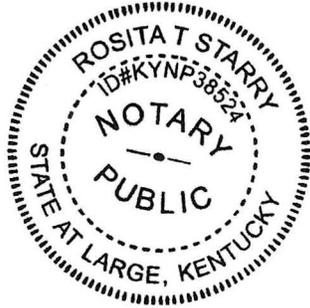
NOTARY PUBLIC

Rosita T. Starny

Printed Name of Notary Public

KYNP 38524

Notary ID# (If Any)



Kenney Goodman
Kenney Goodman, an individual

STATE OF Kentucky §
COUNTY OF Hardin §

18th The foregoing instrument was subscribed, sworn, and acknowledged to before me on this the
day of March, 2022 by Kenney Goodman, to be his free act and deed.

My Commission Expires: 11/18/2025



Rosita T. Starry
NOTARY PUBLIC
Rosita T. Starry
Printed Name of Notary Public
KYNP 38524
Notary ID# (If Any)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All that real property situated in Hardin County, Kentucky, described as follows:

54.3 acres, more or less, located west of the Railroad, and 40 acres, more or less, located east of the Railroad and south of the Owner's existing fence, out of the following described tracts:

TRACT ONE:

Beginning at a stone on the west side of the road corner to William Singer, now Alex Nall; thence 65 ½ West 31 3/5 poles to a stone Singer, now Nall corner, thence North 19½ West 25 3/5 poles to a stone Singer, now Nall corner on Calvert's line, thence South 64 ½ West 78 poles to center of I. C. Railroad, thence with center of same South 18 East 63 poles, thence South 64 West 32 poles, to a stone corner to Calvert Henderson and Medley, now Gatton, thence South 35, East 100½ poles to a stone on the west side of railroad, thence with Hayden's line North 63 3/4, East 161 poles to two blackjacks, one gone, thence North 39 West 136 2/5 poles to the beginning containing 135½ acres, less ¾ acres taken by the railroad and 5 acres off of the northeast corner conveyed to William Singer and not included in this conveyance, leaving 127¼ acres.

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EXCEPTED from the above conveyance herein is Lot 1 of Kenny's Acres as shown on plat of record in Plat Cabinet 1, Sheet 5726, in the Office of the Hardin County Court Clerk.

The above parcels being conveyed from Earl B. Goodman and Nell Goodman to Kenney Goodman, Michael Goodman and Terri Goodman by Deed on August 4, 2016 and recorded in Book 1427, Page 1085-1088, in the office of the Hardin County Court Clerk, Kentucky.

Parcel ID Number(s): 146-00-00-020.01

Address: Goodman Lane – Elizabethtown, KY 42701

LEASE AGREEMENT

TELESTO ENERGY PROJECT

By and Between

MARION K. HAYDEN AND KAROLYN S. HAYDEN

As Owner

and

TELESTO ENERGY PROJECT, LLC
a Texas limited liability company

As Lessee

Feb 24, 2020

Hardin County, Kentucky

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Exhibit A – The Property

Exhibit B –Memorandum of Lease Agreement

LEASE AGREEMENT

This Lease Agreement (this "Agreement") is made on _____, 2020, between MARION K. HAYDEN AND KAROLYN S. HAYDEN (collectively, hereinafter "Owner"), and Telesto Energy Project, LLC, a Texas limited liability company ("Lessee"), and in connection herewith, Owner and Lessee agree, covenant and contract as set forth in this Agreement. Owner and Lessee are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

1. **Grant of Lease.** Owner holds a fee simple interest in that certain real property located in the County of Hardin, State of Kentucky, legally described on **Exhibit 'A'** attached hereto and incorporated herein by reference (the "Property"). For good and valuable consideration, Owner hereby leases the Property to Lessee pursuant to the terms and conditions of this Agreement. This Agreement shall be effective as of the date referenced above (the "**Effective Date**") which shall be the date on which the last Party has executed this Agreement. Concurrently with execution of this Agreement, Owner and Lessee shall execute and notarize the Memorandum of Agreement in the form attached as **Exhibit 'B'** hereto (the "**Memorandum**") and shall record such Memorandum in the Office of the Hardin County Recorder's Office as promptly as reasonably possible.

2. **Purpose of Lease.** The lease created by this Agreement is solely and exclusively for solar energy purposes, and throughout the term of this Agreement, Lessee shall have the sole and exclusive rights to use the Property for solar energy purposes and to convert all of the solar resources of the Property. "**Solar Energy Purposes**" means solar resource evaluation, solar energy development, converting solar energy into electrical energy, collecting and transmitting the electrical energy converted from solar energy, energy storage purposes, and electric power, heat and/or steam generation, and any and all other activities related to the foregoing.

3. **Due Diligence and Development Term.**

3.1 **Due Diligence and Development Term.** The due diligence and development term (the "**Development Term**") of this Agreement commences on the Effective Date and shall end with respect to the Property (or applicable portion thereof) on the earlier of (i) the date that Lessee selects for the commencement of the Construction and Operation Term for such Property as set forth in a written notice delivered to Owner (the "**C&O Term Commencement Notice**") or (ii) the date Lessee notifies Owner that Lessee elects to terminate this Agreement with respect to such Property ("**Termination Notice**"), or (iii) the day preceding the fourth anniversary of the Effective Date (the "**Development Term Expiration Date**"). The date selected by Lessee for the commencement of the Construction and Operation Term must be at least ninety (90) days after delivery of the C&O Term Commencement Notice unless the C&O Term Commencement Notice is delivered within ninety (90) days prior to the scheduled expiration date of the Development Term.

3.2 **Lessee's Development Term Agreement Rights.** During the Development Term, Lessee and its representatives, agents, and contractors shall have the right to conduct studies and inspections of the Property in connection with Lessee's evaluating the Property and determining the feasibility of solar energy conversion and power generation on the Property, including, without limitation, the right to conduct the studies and inspections referred to in this **Section 3.2**; provided that Lessee shall provide Owner with reasonable advance notice of the dates Lessee contemplates that Lessee and/or its representatives, agents, and contractors are planning to enter upon the Property for such purposes. Such right of entry shall include, but not be limited to (1) the right to conduct geotechnical, biological and

cultural resource investigations; (2) the right to install solar monitoring station(s) and to conduct studies of the solar energy emitted upon, over and across the Property and gather other meteorological data; and (3) the right to conduct Phase I and Phase II environmental site assessments. To assist Lessee's feasibility review, Owner shall cooperate in Lessee's review and within sixty (60) days after the Effective Date, Owner shall provide Lessee with documentation evidencing the authority of Owner (and the person executing this Agreement on behalf of Owner) to enter into this Agreement, and copies of all leases, contracts, studies, reports, maps, surveys, litigation documentation, correspondence and any other materials in Owner's possession or reasonable control that are material to evaluating the Property, including, without limitation, the following documents: (a) any and all leases or other documents referencing a right to occupy, farm or mine the Property; (b) copies of documents creating liens against the Property; (c) all soils, seismic, environmental and toxics studies, reports, surveys and assessments, and all documents, correspondence, applications, permits and other communications to or from any government agency in connection with any Hazardous Materials (as defined below) or any environmental condition of the Property, including any underground storage tanks; (d) title policies; and (e) information regarding water rights and existing wells.

3.3 Owner's Use of the Property during the Development Term. During the Development Term, (i) Owner shall have the right to continue to use the Property for agricultural, ranching, timber harvesting, and/or other reasonable purposes so long as the Property is maintained substantially in accordance with its current condition and in compliance with all applicable laws, (ii) Owner shall not voluntarily take any action to render any of the representations or warranties of Owner set forth herein incorrect, (iii) since Owner understands that Lessee is intending to use the Property for the Solar Facilities, Owner shall not modify or extend any leases or other agreements granting other parties rights to use or possess the Property without Lessee's prior written consent, or enter into new leases or any other agreements or otherwise grant (actively or permissively) any rights to other parties to use or possess the Property unless such leases or agreements are terminable without cause and without any payment or other obligation upon ninety (90) days prior written notice, and (iv) Owner shall not make any material alterations to the Property. Lessee shall allow Owner the time necessary to harvest their existing crop or, if time does not permit, compensate Owner for the fair market value of the crop.

3.4 Termination Rights. During the Development Term, Lessee will be working to determine whether it will be feasible to use all or a portion of the Property and the radiant energy emitted by the sun over and across the Property for the Solar Energy Purposes. This determination will be made based upon a variety of factors including Lessee's evaluation of the Property pursuant to the physical, geotechnical, environmental and title review of the Property described in Section 3.2, as well as Lessee's ability to obtain the necessary permits and interconnection and power purchase contracts required for constructing and operating a solar generation facility (or facilities) on the Property during the Development Term. If Lessee determines it will not be feasible to utilize the Property (or portions thereof) for Solar Energy Purposes, Lessee will deliver a Termination Notice with respect to such Property (which may be delivered on one or more occasions during the Development Term) setting forth its intent to terminate the Agreement in full or only with respect to a portion of the Property described therein. If Lessee determines it is not feasible to develop a portion of the Property and delivers a Termination Notice with respect thereto prior to commencing construction thereon the Agreement shall be terminated with respect to such portion of the Property and Lessee shall have no further rights and obligations hereunder with respect to such Property. The Lessee shall promptly record a memorandum reflecting the termination of the Agreement with respect to the Property described in any Termination Notice. Lessee shall have no responsibility or liability to Owner or any other party in the event Lessee does not construct, install or develop Solar Generating Equipment or Solar Facilities on the Property. Furthermore, nothing

in this Agreement may be interpreted as imposing on Lessee, or any other party, any obligation to continuously operate any Solar Facilities constructed, developed or installed on the Property, subject to the provisions of Section 11.7. Lessor also retains the right during the Development Term to terminate this agreement in part or full should Lessor determines that this Agreement not to be in their best interests. Lessor also retains the right to keep all rent payments that have been made prior to that notice of termination. In the event that notice is given in a mid-month period, the payment for that month will be pro-rated.

3.5 Survey. Lessee shall conduct an ALTA survey (the "Survey") prior to the installation or construction of Solar Generating Equipment with respect to such Property. The Survey shall specify the gross acreage of any Access Property (as hereinafter defined) and Net Acreage (as hereinafter defined) of the applicable Property and will show all easements, encroachments and other matters affecting the applicable Property. As used herein, the terms "Net Acre" and "Net Acreage" shall mean the total gross acreage of the applicable Property less the total acreage subject to third party surface rights (such as third party easement or right of way rights) or any condemnation action or proceeding such that it is not suitable for the installation of solar facilities.

3.6 Conservation Reserve Program. If any portion of the Property is removed from the U.S. Department of Agriculture's Conservation Reserve Program ("CRP") due to Lessee's installation of Solar Power Facilities on the Property, Lessee shall reimburse Owner for any verified rent payments, cost share payments, interest, and/or any other costs or fees that may be incurred by Owner as a result of the removal of such Property from the CRP. If Lessee or its agents or contractors damage or disrupt certified land or land in the process of being certified or otherwise cause the removal of such lands from the CRP or cause the lands to be disqualified from acceptance into the CRP, then Lessee shall reimburse Owner for the verifiable revenues that Owner would otherwise have received from the CRP during the applicable term of the CRP contract, but in no event longer than the Term. Upon Lessee's request, Owner shall provide Lessee with a copy of its CRP agreement or such other documentation that will verify the costs and fees for which Lessee shall be responsible for reimbursing Owner. Such CRP contracts may be held in the name of Owner or such other entity that Owner may designate from time to time. Payments shall be made by Lessee to Owner on an annual basis on or before April 30 of each year.

4. Construction and Operation Term.

4.1 Construction and Operation Term. The construction and operation term of this Agreement (the "Construction and Operation Term") shall commence with respect to any Property designated in a C&O Term Commencement Notice upon the date set forth in the applicable C&O Term Commencement Notice, and shall continue thereafter until the day preceding the Thirty-fifth (35th) anniversary of the Development Term Expiration Date. The date the Construction and Operation Term commences is referred to herein as the "Construction and Operation Term Commencement Date".

4.2 Extension Options. Lessee shall also have up to three (3) extension rights, upon written notice to Owner at least one hundred eighty (180) days prior to the expiration of the Construction and Operation Term and/or the first Extended Term (as hereinafter defined), as applicable, to extend the Construction and Operation Term for three (3) additional periods of five (5) years on each such occasion (each, an "Extended Term"). The Development Term, together with the Construction and Operation Term and any Extended Term shall be referred to herein collectively, as the "Term".

4.3 Construction and Operating Term Agreement Rights. During the Construction and Operating Term and any Extended Term pertaining to any Property (other than Access Property), Lessee shall have the exclusive right to use and possess such Property and for the purposes described in Section 3.2, as well as Solar Energy Purposes and to derive all profits, rents, royalties, credits and profits therefrom. For purposes of this Agreement, the meaning of Solar Energy Purposes includes, without limitation, the right to convert the radiant energy emitted by the sun into electrical energy and to collect, store and transmit electrical energy, together with any and all activities related thereto, including, without limitation, constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, solar energy collection and electrical generating and storage equipment of all types including, without limitation, any such equipment utilizing photovoltaic, energy storage, and/or solar thermal technology (collectively referred to herein as “Solar Generating Equipment”), overhead and underground electrical and communications lines, electric transformers, telecommunications equipment, roads, meteorological towers and solar energy measurement and storage equipment, control buildings, operations and maintenance buildings, maintenance yards, substations, switchyards, and related facilities and equipment (the Solar Generating Equipment together with all of the other foregoing equipment and improvements, collectively “Solar Facilities”); and undertaking any other activities, whether accomplished by Lessee or a third party authorized by Lessee, that are consistent with the operation of the Solar Facilities and which Lessee reasonably determines are necessary, useful or appropriate. Lessee shall have the right to make all siting decisions with respect to the Solar Facilities on the Property. Owner also grants Lessee an easement (“Access and Utility Easement”) for Lessee and its employees, contractors, subcontractors, agents and assignees to use the Property during its Construction and Operation Term and any Extended Term for access and utilities purposes by means of transmission lines and infrastructure, and roads and lanes thereon if existing, or otherwise by such reasonable route or routes as Lessee may designate from time to time. If Lessee intends to utilize portions of the Property pursuant to the Agreement solely for the purposes permitted pursuant to the Access and Utility Easement, Lessee will send a written notice to Owner of such intention and the date the Construction and Operation Term shall commence with respect to such Property, and effective as of the date the Construction and Operation Term commences with respect to such Property, such Property shall be referred to herein as “Access Property”. Owner shall have the nonexclusive right to continue to use such Access Property in any manner which does not interfere with Lessee’s use thereof for the purposes permitted pursuant to the Access and Utility Easement. Lessee’s rights with respect to such Property during its Construction and Operation Term and any Extended Term shall also include the following rights:

(a) **Improvements Affecting the Solar Facilities.** During the Construction and Operation Term and any Extended Term with respect to any Property Lessee may, as reasonably necessary, remove, trim, prune, top or otherwise control the growth of any tree, shrub, plant or other vegetation; dismantle, demolish, and remove any improvement, structure, embankment, impediment, berm, wall, fence or other object, on or that intrudes (or could intrude) into the Property that could obstruct, interfere with or impair the Solar Facilities or the use of the Property by Lessee hereunder.

(b) **Specific Right to Use and Demolish Existing Structures.** Without limitation of any and all other rights under this Agreement, during the Construction and Operation Term and any Extended Term with respect to any Property, Lessee will have the specific right to occupy, use, renovate, rebuild, demolish, and/or remove any existing structures on such Property for any and all purposes related to its use of the Property, including as an office and/or living quarters in connection with construction, operation, and management of the Solar Facilities.

(c) **Right to Control Access.** Subject to the terms of this Agreement and applicable law, during the Construction and Operation Term and any Extended Term with respect to any Property, Lessee shall have the right under the Agreement to control and restrict access onto and over such Property and exclude others (other than any parties with preexisting easement rights of record or other rights approved by Lessee), and Lessee will construct and maintain security devices on such Property which Lessee deems appropriate and necessary for the protection of the Solar Facilities, including, but not limited to, any type of fencing, security monitoring or other security safeguards. Nothing in this **Section 4.3** shall be construed to require Lessee to repair, maintain or replace any fence existing on such Property on the Effective Date or any other fences erected, with Lessee's permission, by Owner on such Property thereafter. In addition, Lessee shall be permitted to remove and/or relocate any fencing previously installed on such Property, at Lessee's cost and expense, as may be necessary to accommodate Lessee's construction and/or operation of the Solar Facilities.

4.4 Owner Access. During the Construction and Operation Term and any Extended Term with respect to any Property, Owner shall have the right to reasonably access such Property at reasonable intervals and at reasonable times and upon at least forty-eight hours' prior advance written notice to Lessee to inspect such Property. Any such access shall not materially interfere with Lessee's use of such Property for Solar Energy Purposes and occupancy of such Property in any manner. Owner's foregoing right of inspection must be on an escorted basis with Lessee, its agents or employees in compliance with established site procedures and does not include the right to climb onto or into Solar Facilities or to come into physical contact with any transmission facilities without the prior written consent of Lessee. Owner shall abide by all reasonable safety measures instituted by or on behalf of Lessee as to which Owner has received notice.

4.5 Water and Sewage.

(a) **New Wells.** Owner shall retain all water rights, interest, and claims appurtenant and/or related to the Property. Lessee, at Lessee's sole cost and expense, shall have the right (a) to install a water well or water wells on the Property to be used for the purposes of construction of the Project, cleaning of solar modules, landscaping and domestic use in connection with the operation of the Project; and (b) to provide for sewer treatment during the Lease Term. Lessee's water rights granted hereunder shall be subject to any requirements imposed by federal, state and local governmental authorities, water districts or other regulatory entities. Lessee shall be obligated to pay Owner for the annual use of the water extracted through any new wells on the Property at the prevailing market rate in the area for commercial end users of water. In determining the fair market value of water, the Parties may reasonably consider such factors as the rate(s) offered by other water rights holders in the area; and the prevailing market rate(s) offered by the nearest municipalities for commercial end users of water. Lessee shall be responsible for all costs and fees related to any such sewer treatment facility and water well(s) and the means to treat sewage and convey the water from the well(s) to the Project. Owner shall reasonably cooperate with Lessee in obtaining any permits or approvals that are necessary in connection with the foregoing activities, provided that Lessee shall reimburse Owner for all of its out-of-pocket costs (including, but not limited to, reasonable attorneys' fees) directly incurred in connection with such cooperation; provided that Owner and Lessee shall agree upon reasonable estimates of such expenses prior to Owner being required to provide such cooperation. At the end of the Lease Term, Lessee shall convey any such well or wells to Owner—provided that Owner must accept the well or wells as is, and Lessee will make no warranties as to the condition of such well or wells.

(b) **Existing Wells.** Owner agrees to sell Lessee water from its own existing water well(s) on a per water barrel basis at the prevailing market rate in the area for commercial end users of water. In determining the fair market value of water, the Parties may reasonably consider such factors as the rate(s) offered by other water rights holders in the area; and the prevailing market rate(s) offered by the nearest municipalities for commercial end users of water. Lessee agrees to install a flow meter that accurately records the number of water barrels purchased from each existing water well. Lessee further agrees, at its sole expense, to repair and or replace any well, tanks, pumps, casing, tubing, meters, fittings, etc. that may become damaged or worn out during its water pumping operations. All such replacements and improvements once installed shall become the Owner's property.

5. **Grant of Solar Insolation Easements.** In addition to and in connection with the leasehold interest granted pursuant to Section 1, above, and Lessee's rights enumerated in Sections 3.2 and 4.3, above, Owner hereby grants and conveys to Lessee and its successors and assigns the following easements (collectively, the "Solar Easements") on, about, above, under, through and across the Property and on, about, above, under, through and across any adjacent real property to the Property owned or controlled by Owner (if any) (the "Remainder Property") as set forth below:

The exclusive easement to the free and unobstructed insolation of solar energy over the entirety of the horizontal space and the entirety of the vertical space lying above the surface of the Property and that portion of any Remainder Property contiguously situated one hundred feet around the Property (if any) for the benefit of the Property; provided Owner shall have the continued right to use the Remainder Property for any uses existing as of the Effective Date and any new uses which are wholly consistent with the requirements of Section 11.7, below.

The Solar Easements granted by Owner in this Agreement are easements in gross for the benefit of Lessee and its successors and assigns, as owner of the Solar Facilities. Upon Lessee's request, Owner shall execute recordable instruments evidencing the Easements (the "Solar Easement Instruments"). Except as otherwise expressly set forth in the Solar Easement Instruments, the Solar Easements shall terminate contemporaneously with the expiration of this Agreement.

6. **Mineral Rights.** Owner shall retain any and all interest in and to the minerals of every kind and character, including, but not limited to, oil, gas, sand, dirt and gravel in, on and under the Property, provided that Owner must comply with Section 11.7, below, at all times. The Parties further agree and consent that: (i) during the Development Term, Owner shall not subsequently enter into any oil, gas, and/or mining lease and/or permit an oil, gas, and/or mining operator to commence drilling and/or mining operations on and within the surface of the Property without first obtaining the written consent of Lessee, which may be withheld in Lessee's reasonable discretion; and (ii) during the Construction and Operation Term, Owner shall solely and exclusively utilize the areas outside of any fenced (or to-be fenced) Solar Facilities to explore and produce the minerals on and/or under the Property. During the Construction and Operations Term, Owner (and/or any of Owner's subsequent mineral lessees) will not have surface access to drill and/or mine directly under the fenced (or to-be fenced) Solar Facilities, although Owner (or any of Owner's subsequent mineral lessees) is permitted to fully explore for minerals under the Solar Facilities from off-Property surface locations via horizontal drilling methods at depths no less than 500 feet below the Property surface. Owner (or any of Owner's subsequent mineral lessees) agrees to conduct all mineral operations on any lands in the vicinity of the Property in a manner so as not to damage the Solar Facilities or other improvements constructed on the Property, and to use good faith efforts to assure that any and all future oil, gas, hydrocarbon or mineral leases executed by Owner require that the lessee under such oil, gas, hydrocarbon or mineral leases agree to comply with such covenant and agreement regarding

8. Ownership of Solar Facilities. Owner acknowledges and agrees that Lessee will be the exclusive owner and operator of the Solar Facilities and that any Solar Facilities installed on the Property are hereby severed by agreement and intention of the parties and shall remain severed from the Property and shall be considered with respect to the interests of the parties hereto as the property of Lessee or other party designated by Lessee, and, even though attached to or affixed to or installed upon the Property, shall not be considered to be fixtures or a part of the Property and shall not be or become subject to the lien of any mortgage or deed of trust heretofore or hereafter placed on the Property by Owner. Owner hereby waives all rights, statutory or common law, or claims that it may have in the Solar Facilities including, without limitation, any right of distraint. Owner shall have no right, title or interest in the Solar Facilities or any component thereof, notwithstanding that the Solar Facilities may be physically mounted or affixed to the Property. Owner consents to the filing of a disclaimer of the Solar Facilities as a fixture of the Property in the office where real estate records are customarily filed in the jurisdiction(s) where the Property is situated. Except for the Rent payments described in Section 7 above, Owner shall not be entitled to any other payments or benefits accrued by or from the Solar Facilities, including renewable energy credits, environmental credits or tax credits.

9. Taxes.

9.1

[REDACTED]

[REDACTED]

[REDACTED]

10. Lessee's Representations, Warranties, and Covenants. Lessee hereby represents, warrants, and covenants to Owner that:

10.1 Insurance. Lessee shall, at its expense, maintain a broad form comprehensive coverage policy of public liability insurance insuring against loss or liability caused by Lessee's occupation and use of the Property under the Agreement, in an amount not less than One Million Dollars (\$1,000,000) of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Certificates of such insurance shall be provided to Owner upon request of Owner.

10.2 Indemnity. Lessee will indemnify, defend and hold harmless Owner and Owner's shareholders, directors, employees, successors and assigns (collectively, "Owner's Indemnified Parties") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, in each case to the extent resulting from or arising out of physical damage to property or physical injury to any person, and in each case to the extent caused by Lessee's negligence or willful misconduct on the Property. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or willful misconduct of Owner or any of Owner's Indemnified Parties.

10.3 Requirements of Governmental Agencies. Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the Solar Facilities. Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Property or Solar Facilities of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Any such contest or proceeding shall be controlled and directed by Lessee.

10.4 Construction Liens Against Fee Title. Lessee shall keep the fee title interest of the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property in connection with Lessee's use of the Property pursuant to the Agreement; provided, however, that if Lessee wishes to contest any such lien, Lessee shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond over such lien from the fee title interest of the Property pursuant to applicable law and Lessee shall not be deemed to have breached this Section 10.4.

10.5 Hazardous Materials. Lessee shall comply in all material respects with federal, state, and/or local law, and ordinances, and regulations promulgated thereunder relating to the generation, manufacture, production, use, storage, release, discharge, disposal, transportation or presence of any Hazardous Materials ("**Environmental Laws**") in, on under, or about the Property by Lessee. Lessee shall indemnify Owner against any claims arising from a violation of Environmental Laws that is caused by Lessee or Lessee's agents. Lessee shall promptly notify Owner after it becomes aware of any violation of Environmental Law caused by Lessee or Lessee's agents that could reasonably be expected to result in a claim against Owner and shall promptly take all actions, at its sole expense, as are required by applicable Environmental Laws to return the affected area(s) to the condition existing prior to the introduction of any such Hazardous Materials by Lessee or its agents, including, without limitation, any investigation or monitoring of site conditions or any clean up, remediation, response, removal, encapsulation, containment or restoration work required by Environmental Laws because of such violation. This provision shall survive termination of the Agreement. For purposes of this Agreement, "**Hazardous Materials**" means any flammable explosives, asbestos, asbestos containing materials, radioactive materials, hazardous wastes, petroleum, including crude oil or any fraction thereof, polychlorinated biphenyls, corrosive, reactive, ignitable, toxic, reproductive toxic, carcinogenic or any other substances, materials, wastes, products, chemicals or compounds which are controlled or regulated by any federal, state or local law, rule or regulation, regardless of quantity or levels and whether injurious by themselves or in combination with other materials.

10.6 Lessee's Authority. Lessee has the unrestricted right and authority to execute this Agreement. Each person signing this Agreement on behalf of Lessee is authorized to do so. When signed by Lessee, this Agreement constitutes a valid and binding agreement enforceable against Lessee in accordance with its terms.

10.7 Closing Costs. Lessee shall pay all costs associated with Closing, including and without limitation, title curative costs, any and all Surveys, recording fees and taxes, including but not limited to any other fees assessed and billed associated with this Agreement. Each party shall be responsible for its own attorney's fees and other consulting fees in association with the creation of this Agreement.

11. Owner's Representations, Warranties, and Covenants. Owner hereby represents, warrants, and covenants as follows:

11.1 Owner's Authority. Owner is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Lessee the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

11.2 Conflict with Other Agreements. Neither the execution and delivery of this Agreement, nor incurring of the obligations set forth herein, nor compliance by Owner with the terms and provisions of the Agreement, will conflict with or result in a default under, any indebtedness or any contract, deed of trust, loan, agreement, lease or other agreements or instruments pertaining to Owner and/or the Property.

11.3 No Brokers. Neither Owner nor any affiliate of Owner nor any of their respective officers, directors or employees has employed any broker or finder or incurred any liability for any brokers' fees, commissions or finders' fees as a result of the execution of this Agreement.

11.4 **Litigation.** There are no current, pending or contemplated actions, administrative inquiries or proceedings, suits, arbitrations, claims or proceedings commenced by any person or governmental entity affecting Owner and/or the Property or any portion thereof.

11.5 **Violations of Law.** Owner has not received notice from any governmental agency pertaining to the violation of any law or regulation affecting the Property or any portion thereof, and Owner has no knowledge of any facts which might be a basis for any such notice.

11.6 **Quiet Use.** Owner covenants and agrees that Lessee shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement without hindrance or interruption from Owner or any other person or persons, subject to all items of record as of the date hereof or arising from prescriptive or adverse use of the Property.

11.7 **No Interference.** Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the evaluation, investigation, construction, installation, maintenance, or operation of the Solar Facilities and/or access over the Property to such Solar Facilities and/or Lessee's rights granted hereunder to use the Property for any other Solar Energy Purposes. Without limiting the generality of the foregoing, Owner shall not (and shall not allow any other party to) disturb or interfere with the unobstructed flow of solar energy upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing buildings or other structures or facilities, or by engaging in any other activity on the Property or elsewhere that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Solar Facilities. Owner shall be entitled to grant a lien or otherwise encumber Owner's fee estate in the Property or interest in this Agreement (a "**Fee Mortgage**") to a Fee Mortgagee (as hereinafter defined); provided, said grant or encumbrance entered shall be subject to this Agreement, any modifications or extensions hereof or any new lease so made pursuant to **Section 13.3** (collectively, "**Modifications**"), and all rights of Lessee under this Agreement (including any Leasehold Mortgagee (as hereinafter defined), sublessee or any other party claiming by and through Lessee). The grant of a lien or encumbrance by Owner in favor of Fee Mortgagee shall be subordinate to and shall not be a lien prior to this Agreement, any Modifications, or any Leasehold Mortgage placed thereon. Any encumbrance by Owner shall not be deemed to give any such assignee any greater rights than Owner hereunder or the right to cancel the Agreement or any Modifications unless there is an Event of Default on the part of Lessee (which remains uncured by either Lessee or the Leasehold Mortgagee) which, under the terms of this Agreement or any Modifications, gives Owner a right to cancel this Agreement or any Modifications, and withhold from such Leasehold Mortgagee a new lease agreement pursuant to **Section 13.3**. As used herein, the term "**Fee Mortgage**" collectively includes any financial institution or other person or entity that from time to time provides secured financing to Owner secured all or in part by the Property, and any agent, security agent, collateral agent, indenture trustee, loan trustee, loan participant or participating or syndicated lenders involved in whole or in part in such financing, and their respective representatives, successors and assigns. If Owner's interest in this Agreement is encumbered by a Fee Mortgage, if requested by Lessee, Owner shall obtain and deliver to Lessee a non-disturbance agreement and subordination agreement from the applicable Fee Mortgagee in a form reasonably acceptable to Lessee.

11.8 **Indemnity.** Owner will indemnify, defend and hold harmless Lessee and Lessee's shareholders, directors, employees successors and assigns (collectively, "**Lessee's Indemnified Parties**") against any and all losses, damages, claims, expenses and other liabilities, including without limitation, reasonable attorneys' fees, in each case to the extent resulting from or arising out of physical damage to

property or physical injury to any person, and in each case to the extent caused by Owner's negligence or willful misconduct on the Property. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities to the extent caused by the negligence or willful misconduct of Lessee or any of Lessee's Indemnified Parties.

11.9 Liens and Tenants. Except with respect to those agreements that Owner provides Lessee copies of within sixty (60) days after the Effective Date and, except to the extent disclosed in the public record, Owner represents that there are no unrecorded liens, encumbrances, leases, mortgages, deeds of trust, security interests, claims, disputes or other exceptions to Owner's right, title or interest in the Property. Prior to the commencement of the Construction and Operation Term with respect to any Property, Owner shall terminate any leases pertaining to such Property other than this Agreement. During the Term, Owner shall exercise best efforts to obtain non-disturbance, subordination, release, reconveyance and/or other title curative agreements from any person or entity with a lien, encumbrance, mortgage or other exception to Owner's fee title to the Property as requested by Lessee in order to facilitate development and financing of the Solar Facilities. If Owner and Lessee are unable to obtain such agreements from any person or entity holding an interest in the Property and Owner defaults on its obligations to such holder, then Lessee shall be entitled (but not obligated) to fulfill Owner's obligations to such holder and may offset the cost of doing so against future payments due Owner under this Agreement. Owner also shall provide Lessee with any further assurances and shall execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or otherwise reasonably requested by Lessee. After the Effective Date, other than with respect to a Fee Mortgage complying with Section 11.7 above, Owner shall not without the prior written consent of Lessee voluntarily create or acquiesce in the creation of any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters or other exception to title to the Property, and Owner shall not create or suffer any monetary lien or encumbrance against the Property unless the holder thereof enters into a subordination and non-disturbance or similar agreement in a form reasonably acceptable to Lessee, which protects and preserves all of Lessee's rights hereunder (and any amendment hereto) in the event of a foreclosure of such monetary lien. To Owner's knowledge, there are no currently existing options, rights of refusal, sales contracts, or other such rights in favor of any third parties relating to the Property or any interest therein that could interfere with the development, construction, installation, maintenance, or operation by Lessee of the Solar Facilities or that could adversely affect Lessee's use of the Property, except to the extent disclosed in the public record.

11.10 Requirements of Governmental Agencies. Owner shall assist and fully cooperate with Lessee, at no out-of-pocket expense to Owner, in complying with or obtaining any land use permits and approvals, building permits, environmental impact reviews or any other approvals required for the financing, construction, installation, monitoring, replacement relocation, maintenance, operation or removal of Solar Facilities, including execution of applications for such approvals, and including participating in any appeals or regulatory proceedings respecting the Solar Facilities. To the extent permitted by law, Owner hereby waives enforcement of any applicable setback requirements respecting the Solar Facilities to be placed on the Property or any such facilities to be placed upon property adjacent to the Property.

11.11 Conveyances, Other Agreements, and Owner's Cooperation. In connection with the exercise of the rights of Lessee hereunder, Lessee, shall also have the right, without further act or consent of Owner with respect to grants that do not extend beyond the expiration of the Term, and with Owner's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, with respect to grants that will extend beyond the expiration of the Term: (a) to grant directly or (b) cause Owner to

promptly grant to any party (a "Grantee") such rights or interests in or to the Property that are reasonably necessary or convenient for the Lessee's use of the Property for the Solar Facilities as permitted pursuant to Section 4.3, including, without limitation, easements and similar associated rights to construct, operate, and maintain transmission, substation, collection, distribution, interconnection or switching lines or facilities pursuant to a standard form of easement or other similar agreement, lot line adjustments, lot line mergers, right-of-way dedications, or rights of abandonment (collectively, the "Additional Rights"). Owner shall assist and fully cooperate with Lessee in complying with or obtaining any land use permits and approvals, consent orders or authorizations required or deemed desirable by Lessee in connection with the development, financing, construction, installation, replacement, maintenance, operation or removal of the Solar Facilities, including execution and filing of applications for such approvals, consents, orders or authorizations and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Lessee shall reimburse Owner for its reasonable and actual out-of-pocket expenses directly incurred in connection with such cooperation, to the extent Lessee has approved such expenses in advance in writing. It is agreed that it would be unreasonable for Owner to withhold, condition, or delay its consent to any of the Additional Rights to the extent that the grant of the right or interest is necessary for the operation of the Solar Facilities.

11.12 Hazardous Materials.

(a) Owner shall not violate any Environmental Laws in, on or under the Property. Owner shall indemnify Lessee against any such violations of Environmental Laws or Hazardous Materials on the Property that: (i) exist as of the Effective Date, or (ii) is caused by Owner or Owner's agents and occurs after the Effective Date. The Owner shall promptly notify the Lessee of any such violation. This provision shall survive termination of the Agreement.

(b) Owner represents and warrants that the Property, including, but not limited to, all improvements, facilities, structures, and equipment thereon, and the soil and groundwater thereunder, is not in material violation of any Environmental Laws. No release or threatened release of any Hazardous Material has occurred, or is occurring, at, on, under, from or to the Property, and no Hazardous Material is present in, on, under or about, or migrating to or from the Property that could give rise to a claim under Environmental Law. Neither Owner nor, to Owner's knowledge, any third party has used, generated, manufactured, produced, stored or disposed of on, under or about the Property, or transported to or from the Property any Hazardous Materials in violation of Environmental Laws or in such a manner as to require investigation or remediation of such Hazardous Materials. To Owner's knowledge, there are no storage or other tanks or containers, or wells or other improvements, below the surface of the Property, nor have any storage or other tanks or containers, or wells or other improvements ever previously been located below the surface of the Property.

11.13 Full Disclosure. To Owner's knowledge, Owner has delivered or made available to Lessee true, complete and accurate copies of all reports, studies, documents, agreements, memoranda, correspondence, papers, diagrams and photographs in Owner's possession or control which are material to evaluating the Property.

11.14 Title Policy. Owner holds the entire fee simple interest in the Property. Owner shall reasonably cooperate with Lessee (including by executing a customary lien, possession, and encumbrance affidavit and indemnity) in Lessee's efforts to obtain an ALTA Extended Coverage Leasehold Policy of Title Insurance (2006), with liability in an amount reasonably satisfactory to Lessee insuring that leasehold title to the Property is vested in Lessee or Lessee's designated affiliate free of encumbrances, except as

permitted herein or otherwise approved by Lessee, and including such endorsements as Lessee may reasonably require.

12. Assignment. Subject to Section 11.7 and Section 15.10, each Party shall have the right and authority to sell, convey, assign, sublease or otherwise transfer, and/or collaterally assign, mortgage or encumber to one or more persons any or all of its right, title and interest under this Agreement including any Access and Utility Easement granted pursuant hereto to one or more persons (each, an "Assignee"). The assigning Party shall notify the other Party in writing of any such assignment and the name and address of any Assignee. Notwithstanding the foregoing, Lessee shall have the right to (i) assign its rights and obligations under this Agreement to any Lessee Affiliate (as hereinafter defined) or qualified assignees whose net worth and financial strength are sufficient to meet all of Lessee's obligations under this Agreement and any Easement and who have experience operating or owning utility scale solar power generation projects, and (ii) collaterally assign this Agreement or its rights in and to the Solar Facilities to any party providing financing to Lessee for the Solar Facilities on the Property (a "Leasehold Mortgagee"), in either case without the prior consent of Owner. A "Lessee Affiliate" shall mean an entity controlling, controlled by, or under common control with Lessee, and a Leasehold Mortgagee shall include any agent, security agent, collateral agent, indenture trustee, loan trustee, loan participant or participating or syndicated lenders involved in whole or in part in such financing, and their respective representatives, successors and assigns. Except with respect to the foregoing permitted assignments, Lessee may assign its interest in this Agreement only with the consent of the Owner (not to be unreasonably withheld).

13. Mortgagee Protection. In the event that any mortgage, deed of trust or other security interest in this Agreement or in any Solar Facilities is entered into by Lessee or any Assignee (a "Leasehold Mortgagee"), then any person who is the mortgagee of a Leasehold Mortgage shall, for so long as its Leasehold Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Section 13. Lessee or any Leasehold Mortgagee shall send written notice to Owner of the name and address of any such Leasehold Mortgagee, as well as any change of the name or address of any Leasehold Mortgagee.

13.1 Leasehold Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Leasehold Mortgagee shall have the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the leasehold estate by any lawful means; (c) to take possession of and operate the Solar Facilities or any portion thereof and to perform all obligations to be performed by Lessee hereunder, or to cause a receiver to be appointed to do so; and (d) to acquire the leasehold estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold estate to a third party. Owner's consent shall not be required for the acquisition of the encumbered leasehold estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

13.2 Notice of Default: Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by Lessee, Owner shall give written notice of the default to each Leasehold Mortgagee of which Owner has notice concurrently with delivery of such notice to Lessee, specifying in detail the alleged event of default and the required remedy. In the event Owner gives such a written notice of default, the following provisions shall apply:

(a) A "monetary default" means failure to pay when due any rent, real property taxes, or other monetary obligation of Lessee under this Agreement. Any other event of default is a "non-monetary default."

(b) The Leasehold Mortgagee shall have the same period after delivery and receipt of notice of default to remedy the default, or cause the same to be remedied, as is given to Lessee after delivery of notice of default, plus, in each instance, the following additional time periods: (i) thirty (30) days, for a total of forty (40) days after delivery of the notice of default in the event of any monetary default; and (ii) sixty (60) days, for a total of ninety (90) days after delivery of the notice of default in the event of any non-monetary default; provided that such 90-day period shall be extended for a non-monetary default by the time reasonably required to complete such cure, including the time required for the Leasehold Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of the Lessee's interest in the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Leasehold Mortgagee acts with reasonable and continuous diligence. The Leasehold Mortgagee shall have the absolute right to substitute itself for the Lessee and perform the duties of Lessee hereunder for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Leasehold Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of the original Lessee hereunder. Owner shall not terminate the Agreement prior to the expiration of the cure periods available to a Leasehold Mortgagee as set forth above.

(c) During any period of possession of the Property by a Leasehold Mortgagee (or a receiver requested by such Leasehold Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Leasehold Mortgagee, the Leasehold Mortgagee shall pay or cause to be paid the Rent and all other monetary charges payable by Lessee hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Lessee's leasehold estate by the Leasehold Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, the Agreement shall continue in full force and effect and the Leasehold Mortgagee or party acquiring title to Lessee's leasehold estate shall, as promptly as reasonably possible, commence the cure of all defaults which are reasonably susceptible to cure and thereafter diligently process such cure to completion, whereupon Owner's right to terminate this Agreement based upon such defaults shall be deemed waived.

(d) Any Leasehold Mortgagee or other party who acquires Lessee's leasehold interest pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to perform the obligations imposed on Lessee by this Agreement so long as such Leasehold Mortgagee or other party has ownership of the leasehold estate or possession of the Property.

(e) Neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Agreement as long as all material obligations of Lessee under the terms of this Agreement are performed by the Leasehold Mortgagee in accordance with the terms of this Agreement.

(f) Nothing herein shall be construed to extend the Agreement beyond the Agreement term or to require a Leasehold Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Leasehold Mortgagee discontinues foreclosure proceedings, the Agreement shall continue in full force and effect.

13.3 New Lease Agreement to Mortgagee. If this Agreement terminates because of Lessee's default or if the leasehold estate is foreclosed, or if the Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, the Owner shall, upon written request

from any Leasehold Mortgagee within ninety (90) days after such event, enter into a new lease agreement (the "New Lease") for the Property, on the following terms and conditions:

(a) The terms of the New Lease shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the term of this Agreement, subject to the same terms and conditions set forth in this Agreement, as if this Agreement had not been terminated.

(b) The New Lease shall be executed within thirty (30) days after receipt by Owner of written notice of the Leasehold Mortgagee's election to enter into a New Lease, provided said Leasehold Mortgagee: (i) pays to Owner all rent and other monetary charges payable by Lessee under the terms of the Agreement up to the date of execution of the New Lease, as if the Agreement had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Lessee under the terms of the Agreement, to the extent performance is then due and susceptible of being cured and performed by the Leasehold Mortgagee within 120 days of the termination, foreclosure, rejection, or disaffirmance; and (iii) agrees in writing to perform, or cause to be performed within a reasonable period of time, all non-monetary obligations which have not been performed by Lessee and which should have been performed under this Agreement up to the date of commencement of the New Lease, except those obligations which constitute non-monetary defaults not susceptible to cure, as described in (ii) above. Any New Lease granted to the Leasehold Mortgagee shall enjoy the same priority as this Agreement over any lien, encumbrances or other interest created by Owner.

(c) At the option of the Leasehold Mortgagee, the New Lease may be executed by a New Lessee designated by such Leasehold Mortgagee, without the Leasehold Mortgagee assuming the burdens and obligations of Lessee hereunder.

(d) If more than one Leasehold Mortgagee makes a written request for a New Lease pursuant hereto, the New Lease shall be delivered to the Leasehold Mortgagee requesting such New Lease whose Mortgage is prior in line.

(e) The provisions of this Section 13 shall survive the termination, rejection or disaffirmance of the Agreement and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by Owner, Lessee, and such Leasehold Mortgagee, and, from the date of such termination, rejection or disaffirmance of the Agreement to the date of execution and delivery of such New Lease, such Leasehold Mortgagee may use and enjoy said Property without hindrance by Owner or any person claiming by, through or under Owner, provided that all of the conditions for a New Lease as set forth herein are complied with.

13.4 Leasehold Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the parties agree that so long as there exists an unpaid Leasehold Mortgage, this Agreement shall not be modified or amended and Owner shall not accept a surrender of the Property or any part thereof or a cancellation, termination or release of this Agreement from Lessee prior to expiration of the term without the prior written consent of the Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by such Leasehold Mortgagee.

13.5 Estoppel Certificates, Etc. Owner shall within ten (10) business days after written request therefor, execute and deliver such estoppel certificates (certifying as to such matters as Lessee may reasonably request, including without limitation that (a) consents to Lessee's financing; (b) consents

to Lessee's assignment of this Agreement. Such Consent and Estoppel shall also state that: (i) to Owner's best knowledge, there are no defaults existing at the time of execution of the statement, or (to the extent applicable) if existing, the nature of such defaults; (ii) Owner ratifies this Agreement; (iii) that this Agreement is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writing as shall be stated); (d) that all conditions under this Agreement to be performed by Owner and Lessee have been satisfied, or, in the alternative, those claimed by Owner or Lessee to be unsatisfied; (e) that no defenses or offsets exist against Lessee (as the case may be); and (f) attest to such other factual matters relating to this Agreement as Lessee or any current or proposed mortgagee, purchaser or successor in interest, and/or any Leasehold Mortgagee shall request. Owner acknowledges that any such Consent and Estoppel delivered pursuant to this Section may be relied upon by Lessee, any prospective purchaser, mortgagee, lender, Leasehold Mortgagee or other like encumbrancer thereof or any assignee of any such encumbrancer upon the Property.

13.6 Subdivision/Separation. In order to satisfy the financing and transactional requirements of separate lenders and power purchasers of the Solar Facilities, Lessee may, upon prior written notice to Owner and subject to applicable law, (i) subdivide the leasehold estate and all rights and obligations of Lessee granted hereby into separate leasehold estates (the "Subdivided Leaseholds"), referencing specific portions of the Property to be included in each Subdivided Leasehold; and (ii) assign each Subdivided Leasehold to a single purpose limited liability company or legal entity that will own the Solar Facilities located within the Subdivided Leasehold. In lieu of such subdivisions, at the request of Lessee, Owner and Lessee will (i) amend this Agreement to remove portions of the Leased Property other than that required for the initial Solar Facilities; and (ii) cause Owner and any designee of Lessee to execute one or more separate leases with respect to such removed portions of the Property, each in form and substance materially identical to this Agreement (with such changes as shall be necessary to reflect such removal). In order to comply with the separate financial and security requirements of separate Solar Facilities, the segregated leasehold estates will not be subject to cross defaults with each other, allowing each lessee and its Leasehold Mortgagee to enjoy quiet title to their respective leasehold rights and interests regardless of any default of another lessee. Owner shall at any time and from time to time, within fifteen (15) days after a written request by Lessee execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete the transactions herein provided and to carry out the terms and provisions of this Section 13.6. Lessee agrees to reimburse Owner for attorney's fees incurred with respect to a Subdivided Leasehold, amended Agreement or new lease by Lessee under this Section 13.6 up to an amount not to exceed \$2,500. Lessee shall reimburse Owner within ten (10) days of Lessee's receipt of executed Agreement documents requested by Lessee and appropriate invoices for the attorney's fees incurred by Owner.

14. Default/Remedies and Termination.

14.1 Default. Subject to the rights of Leasehold Mortgagees as provided in Section 13, each of the following events shall constitute an "Event of Default" by a party and shall permit the non-defaulting party to terminate this Agreement and/or pursue all other appropriate remedies:

(a) **Failure to Pay.** The failure or omission by either party to pay amounts required to be paid thereby when due hereunder, and such failure or omission has continued for thirty business (30) days after receipt of written notice from the other party;

(b) **Failure to Perform.** The failure or omission by either party to observe, keep or perform any of the other terms, agreements or conditions set forth in this Agreement, and such failure or omission has continued for sixty (60) days (or such longer period as may reasonably be required to cure such failure or omission, provided that cure has commenced and such party is diligently proceeding to complete such cure) after written notice from the other party; or

(c) **Bankruptcy.** A party files for protection or liquidation under the bankruptcy laws of the United States or any other jurisdiction or has an involuntary petition in bankruptcy or a request for the appointment of a receiver filed against it, and such involuntary petition or request is not dismissed within one hundred twenty (120) days after filing.

14.2 **Remedies.** Upon the occurrence of an Event of Default by Lessee, subject to the rights of any Leasehold Mortgagees as set forth in Section 13, Owner may, at its option, and in addition to and cumulatively of any other rights Owner may have at law or in equity or under this Agreement,

14.3 **Lessee Right to Terminate.** Lessee shall have the right to terminate this Agreement without cause with respect to all or any portion of the Property at any time prior to commencing construction on such Property by delivering written notice to Owner of such termination. If terminated, Lessee will cause to be recorded in the Official Records of Hardin, Kentucky, a release of all of Lessee's rights, title and interest to the property within sixty (60) days of such Notice of Termination.

14.4 **Effect of Termination.** Lessee shall exercise commercially reasonable efforts to remove any above grade Solar Facilities from the Property by the termination of this Agreement. All Property disturbed by Lessee shall be restored to a condition reasonably similar to its condition as of the Effective Date (provided that notwithstanding any other provision of this Agreement, Lessee shall have no obligation to restore buildings or other improvements Lessee is authorized to demolish or remove pursuant to this Agreement related to its use of the Property for the Solar Facilities). If Lessee fails to remove such Solar Facilities and to so restore the Property to a condition reasonably similar to its condition as of the Effective Date, Lessee shall thereafter continue to pay Rent hereunder until such removal and restoration work is completed on a monthly basis in an amount equal to the then annual Rent divided by 12 and multiplied by the percentage of the Property on which such removal and restoration work has not been completed as of the first day of each such month. If Lessee fails to remove such Solar Facilities and so restore the Property to a condition reasonably similar to its condition as of the Effective Date (provided that Lessee shall not be required to restore any structures or improvements Lessee was authorized to remove and/or demolish pursuant to the Agreement related to its use of the Property for the Solar Facilities) within twelve (12) months of termination of the Agreement, or such longer period as Owner may provide by extension, Owner may do so, in which case Lessee shall reimburse Owner or Owner may draw upon the payment bond or letter of credit provided for in Section 14.5 below for the reasonable and documented costs of removal and restoration incurred by Owner.

14.5 **Reclamation Estimate and Bond.** During the fourth (4th) Agreement year prior to the earlier of the expiration of the Term or any power purchase agreement between Lessee and any purchaser of electric power generated by the Solar Facilities (the "PPA"), Lessee shall retain an independent

demolition contractor with solar experience to provide a good faith estimate of the total cost to remove all Solar Facilities and improvements made by or on behalf of Lessee and to restore any changes made to the Property by Lessee to the condition required by applicable law and by Section 14.4 (the "Reclamation Estimate"). Within ten (10) days after its receipt of the Reclamation Estimate, Lessee shall deliver a copy of the Reclamation Estimate to Owner. If the Parties cannot agree on the amount of any Reclamation Estimate necessary for Lessee's removal and restoration obligation under this Agreement, or if Owner in good faith disputes the adequacy of the Reclamation Estimate, Lessee and Owner shall mutually select a disinterested, unaffiliated third party who is qualified to determine the amount necessary, which shall be approved by Owner and Lessee in their reasonable discretion. The costs of retaining an unaffiliated qualified third party shall be shared equally by the Parties. No later than three (3) years prior to the earlier of the expiration of the Term or the term under the PPA, Lessee shall deliver to Owner a payment bond or an irrevocable, stand-by letter of credit issued by a credit worthy bonding company or financial institution, as applicable, for the amount of the Reclamation Estimate; provided that if pursuant to applicable law, Lessee has provided to any governmental agency other financial assurance for restoration of the Property (the proceeds of which are required to be applied to the restoration of the Property in the event Lessee otherwise fails to do so), Lessee shall be obligated to provide to Owner a payment bond or letter of credit only for the excess of the amount of the Reclamation Estimate over the amount of the financial assurance provided to such governmental agency. Any payment bond or letter of credit required to be issued to Owner shall be (i) in the name of Owner; (ii) in form and substance reasonably acceptable to Owner and shall secure Lessee's obligation to restore the Property to the condition required by applicable law and by Section 14.4; and (iii) be released and returned to Lessee upon Owner's reasonable satisfaction that removal and restoration obligations under this Agreement have been fulfilled. If Lessee provides notice to Owner exercising its right to renew the Agreement, prior to or on one (1) year prior to the expiration of the Term or an Extended Term as applicable, Lessee's obligation to provide the Reclamation Estimate and payment bond or letter of credit shall be deferred until three (3) years prior to the earlier of the expiration of the Extended Term or the term of the PPA.

15. Miscellaneous.

15.1 Force Majeure. If performance of the Agreement or of any obligation hereunder and/or Lessee's ability operate the Solar Facilities and to transmit and sell power therefrom to a third party purchaser is prevented, interfered or hindered by reason of an event of "Force Majeure" (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance, and/or with respect to an event preventing, interfering or hindering Lessee's ability to operate the Solar Facilities and/or to transmit and sell power, the Rent payment obligation shall be abated, to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid, remove or repair such causes of nonperformance and shall continue performance hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, flood, explosions, lightning or other casualty or accident; strikes or labor disputes; war, civil strife or other violence; power failures or power surges, vandalism, theft, terrorism, the unauthorized cutting of power, transmission or other lines, wires or cables to Solar Equipment, any law, order, proclamation, regulation, ordinance, action, demand or requirement or changes in law or applicable regulations subsequent to the date hereof of any government agency or utility; or any other act or condition beyond the reasonable control and without the fault or negligence of the Party claiming Force Majeure.

15.2 Condemnation. Should title or possession of all of the Property be taken in condemnation proceedings by a government agency or governmental body under the exercise of the right of eminent domain, or should a partial taking render the remaining portion of the Property unsuitable for

Lessee's use, then, at Lessee's written election, this Agreement shall terminate upon the vesting of title or taking of possession. All payments made on account of any taking by eminent domain shall be apportioned between the valuation given to Lessee's interest under this Agreement and the Solar Facilities (collectively "Lessee's Interest") and the valuation given to Owner's interest in this Agreement and its reversionary interest in the Property, valued as unimproved and unentitled land (collectively, "Owner's Interest"), and Lessee shall not be required to pursue a separate award from the condemning authority, nor shall Lessee's right to condemnation proceeds under this Section 15.2 be affected by the refusal of the condemning authority to make a separate award in favor of Lessee. The portion relating to Lessee's Interest shall be paid to Lessee, and the portion relating to the Owner's Interest shall be paid to Owner; provided that, to the extent not already included as part of Lessee's Interest, Lessee shall also be entitled to any award made for the reasonable removal and relocation costs of any Solar Facilities that Lessee has the right to remove, and for the loss and damage to any such Solar Facilities that Lessee elects or is required not to remove, and for any loss of income from the Solar Facilities, and for the loss of use of the Property by Lessee to the extent of Lessee's interest as lessee, the loss in value of the Lessee's interest under the Agreement, and loss of any goodwill. The balance of any award, including severance damage, if any, shall be payable to Owner. It is agreed that Lessee shall have the right to participate in any condemnation proceedings and settlement discussions and negotiations thereof and that Owner shall not enter into any binding settlement agreement without the prior written consent of Lessee, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee's share of the award shall be paid to the Leasehold Mortgagee, if any, if and to the extent required by the Leasehold Mortgage. Lessee's Rent obligations hereunder shall be reduced in proportion to the extent any condemnation of a portion of the Property adversely impacts Lessee's generation of revenue from the Solar Facilities as reasonably agreed by Owner and Lessee. If Owner and Lessee cannot reasonably agree within six (6) weeks of such taking, such adverse impact shall be determined by an independent engineer reasonably acceptable to both Owner and Lessee, and if Owner and Lessee do not agree upon an independent engineer within four (4) additional weeks, then one shall be appointed as promptly as reasonably possible by a court having jurisdiction as provided in Section 15.7 below.

15.3 Confidentiality. To the full extent allowed by law, Owner shall maintain in the strictest confidence, for the sole benefit of Lessee, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Lessee or discovered by Owner, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Owner or its employees or agents, or (ii) was already known to Owner, at the time of disclosure and which Owner is free to use or disclose without breach of any obligation to any person or entity. To the full extent permitted by law, Owner shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Lessee. Notwithstanding the foregoing, Owner may provide information as required or appropriate to attorneys, accountants, lenders, or third parties who may be assisting Owner or with whom Owner may be negotiating in connection with the Property, Owner's financial or other planning, or as may be necessary to enforce this Agreement, who receive such information under an obligation of confidentiality.

15.4 Successors and Assigns/Runs With the Land. The Agreement shall inure to the benefit of and be binding upon Owner and Lessee and their respective heirs, transferees, successors and assigns with respect to the Property and the Agreement, and all persons claiming under them. The Property shall be held, conveyed, assigned, hypothecated, encumbered, used and occupied subject to the covenants, terms and provisions set forth in this Agreement, which covenants, terms and provisions shall run with

the Property, and each portion thereof and interest therein, and shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them. References to Lessee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in the Agreement and actually are exercising rights under this Agreement to the extent consistent with such interest.

15.5 Notices. Unless otherwise specifically provided herein, any approval, disapproval, demand, notice or other like communication reasonably intended to provide notice ("Notice") required or permitted to be given hereunder shall be in writing to the applicable party's address specified below (as the same may be modified as provided below) and may be served (a) personally, or (b) by commercial delivery or private courier service, or (c) by Federal Express or other national overnight delivery service, or (d) by registered or certified mail (return receipt requested, postage prepaid), or (e) by email transmission, to the respective email addresses set forth below so long as any email notice contains the following in the subject line in all caps: "OFFICIAL NOTICE UNDER THE SVP LEASE"), which Notice shall be effective (i) upon personal delivery, (ii) upon the date of actual delivery if delivered by Federal Express or another nationally recognized or other commercial or private delivery service provided delivery is made during regular business hours or if receipt is acknowledged by a person reasonably believed by the delivering party to be the recipient, or a family member, member, principal or employee of the recipient, (iii) when received as indicated by the date on the return invoice or receipt showing delivery if delivered by the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iv) when sent by email with written confirmation of receipt by the other party (which shall expressly exclude any automatic "out of office" response from the recipient). Notice of change of any address, telephone or email address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or, the inability to deliver because of changed address of which no Notice was given shall be deemed to constitute receipt of the Notice.

If to Owner:

MARION K. HAYDEN & KAROLYN S. HAYDEN
1955 HAYDEN SCHOOL RD
CECILIA, KY 42724

If to Lessee:

Telesto Energy Project, LLC
c/o 7X USA, LLC
3809 Juniper Trace, Suite 100
Austin, TX 78738
FAX: 888/356-3151
Email: HYPERLINK
"mailto:real.estate@7x.energy"real.estate@7x.energy

15.6 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Owner and Lessee respecting the leasehold rights and obligations of the parties pertaining to the Property. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), the course of conduct or absence of a response to a unilateral communication, shall be binding on either Party. Provided that no material default in the performance of Lessee's obligations under this Agreement shall have occurred and remain uncured, Owner shall cooperate with Lessee in amending this Agreement from time to time to include any provision that may be reasonably requested by Lessee for the purpose facilitating a financing related to its Solar Facilities.

15.7 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State where the Property is located. All disputes and claims arising from this Agreement shall be litigated in federal or state courts having jurisdiction over the subject matter of the litigation in the courts of the State of Kentucky. The Parties hereby consent to the exclusive jurisdiction of the state and Federal courts situated in the State of Kentucky. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. The prevailing Party in any action or proceeding for the enforcement, protection or establishment of any right or remedy under 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.

15.8 Partial Invalidity or Unintended Consequence, Requirement to Cure. The Parties acknowledge that the intention and purpose of this Agreement and Memorandum is to grant Lessee with all leasehold rights necessary to fully evaluate the Property for the Solar Energy Purposes and, if determined to be feasible in the sole discretion of Lessee, to then construct, operate, and maintain the Solar Energy Facility on the Property for the duration of the Term. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Additionally, in the event that any provision, right, or obligation of this Agreement or Memorandum should fail for any reason as a result of technical non-compliance with state law requirements (including but not limited to incorrect document titles or incorrect granting language), then the Parties agree that they shall promptly cure any such defect(s) by amending this Agreement and/or Memorandum to fully comply with state law. All compliance costs and expenses associated with this Section 15.8 shall be borne exclusively by Lessee. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement or any Access/Gen-Tie Easement be longer than the longest period permitted by applicable law. The Development Term of this Agreement shall be construed as an "Option" and not a "Lease" under the laws of the state where the Property is situated.

15.9 Tax and Renewable Energy Credits. If under applicable law, the holder of the Agreement becomes ineligible for any tax credit, renewable energy credit, environmental credit or any other benefit or incentive for renewable energy established by any local, state or federal government, then, at Lessee's option, Owner and Lessee shall exercise good faith and negotiate an amendment to this Agreement or replace it with a different instrument so as to convert Lessee's interest in the Property to a substantially similar interest that makes Lessee eligible for such credit, benefit or incentive.

15.10 Right of First Offer in Favor of Lessee. Owner does hereby grant unto the Lessee the exclusive and irrevocable right, during the term of this Agreement, of first refusal and first option to purchase ("Right"), at fair market value, upon the terms and conditions hereafter set forth of any of the Property encumbered under this Agreement. Prior to selling to any third party, Owner is required to present the terms and conditions in a bona fide letter of intent delivered via Certified or Messengered mail (i.e. Fed Ex, UPS) that Owner would accept without change if offered to a third party. In determining the Fair Market Value, an appraiser shall be obtained and shall value the property according to industry standards. This Right may only be exercised by Lessee within thirty (30) days from notification by Owner that Owner desires to sell the subject property. Owner is obligated to provide such notice to Lessee prior to offering the Property to a third party. In the event Owner elects to sell and Lessee desired to exercise

their first refusal rights granted under the terms of this agreement, the terms of purchase shall be binding between both parties. All costs and expenses of the sale including attorney's fees, recording fees, and any and other costs attributable to the preparation of the Warranty Deed, Title Certificate, abstract and any other closing documents shall be paid by purchaser. If Lessee declines to purchase the subject property, Lessee will deliver to Owner their Response ("Response Notice") to owner within this 30-day period. If Lessee declines to purchase the Property, Owner will be free to sell the property to a third property upon terms and conditions that are materially no less favorable than are set forth in Purchaser's offer, with such Purchaser taking subject to this Agreement.

15.11 Cooperation with Development. Lessee may seek certain governmental permits, zoning changes and approvals to develop the Property (or portions thereof), and Owner shall support and cooperate reasonably with Lessee in connection with the obtainment of such permits, zoning changes and approvals and shall execute all applications or other documentation required therefore, provided that Owner shall not be required to expend any funds (unless Lessee agrees to reimburse Owner therefore) or agree to any matter which will irrevocably result in a lien or encumbrance on the Property. Owner shall cooperate with Lessee's development of the Property and shall cooperate with Lessee with respect to (a) the negotiation of the relocation of any pipelines, electrical power distribution lines, collection pipes and any other structures located on the Property, as well as any rights associated with such pipelines, electrical power distribution lines or structures, as deemed necessary by Lessee in Lessee's reasonable discretion, (b) the recordation of documents necessary to effect such relocation, and (c) obtaining non-disturbance agreements or other title curative agreements for any person or entity with a lien, encumbrance, mortgage, easement or other problematic exception to title to the Property as requested by Lessee in order to facilitate the development and financing of a solar energy project or projects on the Property.

15.12 Waiver of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY, OR ITS AFFILIATES OR ITS AND THEIR RESPECTIVE DIRECTORS, MANAGERS, OFFICERS, SHAREHOLDERS, PARTNERS, MEMBERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES, BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF, RELATE TO, OR ARE OTHERWISE ATTRIBUTABLE TO THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF DUTIES HEREUNDER.

15.13 Further Assurances. Each Party shall, whenever reasonably requested by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete the transactions herein provided and to carry out the terms and provisions of this Agreement.

15.14 Time is of the Essence. Time is of the essence with respect to the performance of every provision of this Agreement.

15.15 Counterparts. This Agreement may be executed in one or more counterparts (each of which shall be deemed an original, but all of which together shall constitute one and the same instrument) and shall be effective as of the Effective Date upon execution and delivery by the parties hereto, and such execution and delivery may be effectuated by facsimile transmission, transmission of an executed PDF copy via email, a third party electronic signature verification program or process, by any

other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means. Signatures of the Parties transmitted by any of the foregoing methods shall be deemed to be their original signatures for all purposes and signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

SIGNATURES TO FOLLOW ON NEXT PAGES

Confidential
michael.reiley@bp.com
2021-07-13 10:09:43 -0500

IN WITNESS WHEREOF, Owner and Lessee, individually or through duly authorized representatives, hereby, execute this Agreement and certify that they have read, understand and agree to the terms and conditions of this Agreement.

OWNER

By: Marion K. Hayden
MARION K. HAYDEN

By: Karolyn S. Hayden POA
Marion Kenneth Hayden
KAROLYN S. HAYDEN

Date: 2-13-2020

Phone: [REDACTED]

Email: [REDACTED]

Confidential
michael.reilly@b...
2021-07-13 10:09:43

LESSEE
Telesto Energy Project, LLC
a Texas limited liability company

By: 
Name: Clay Butler
Title: President

Date: 2/13/20

Email: real.estate@7x.energy

Confidential
michael.reiley@bp.com
2021-07-13 10:09:43 -0500

EXHIBIT 'A'

ALL THAT REAL PROPERTY situated in Hardin County, Commonwealth of Kentucky, described as follows:

PARCEL 1:

On the Illinois Central Railroad, a short distance North of Cecilia, bounded as follows:

Beginning at a stone on the East side of a road and at the turn of said road, also being in J. Hazlip line, and being the southeast corner; thence North 35 degrees West 29.9 chains to a stone on South side of another rock surfaced road; South 54 1/2 degrees West .33 of a chain to a stone; North 35 degrees West 15 chains to a stone; North 54 1/2 degrees East .33 of a chain to a stake or stone; North 35 degrees West 13.4 chains to a stone; North 72 degrees West 9.15 chains to a stone;

South 76 degrees West 9.35 chains to a stone, crossing I.C. Railroad at 2.75 chains at center line; North 34 1/2 degrees West 5.2 chains to a gum, an old original corner; South 87 1/2 degrees West 32 chains to a stone in center line of a road; North 10 1/2 degrees West 37 chains to a stone in center line of said road; North 82 1/2 degrees East 32.45 chains to a stake; South 37 1/2 degrees East 8.125 chains to a stone on west side of I. C. Railroad; North 63 3/4 degrees East 38.25 chains to a stake, 4.4 chains South 63 3/4 degrees East from a black jack oak near where an old road turns; South 59 degrees East 7.9 chains to a stake; South 36 degrees 35 minutes East 18.45 chains to an iron rod on north side of a branch and passing Rudolf Wolfs corner at 22.15 chains;

South 31 degrees 25 minutes West (old call South 32 1/2 degrees West) 7 chains to an iron rod on East side of a branch and on the southwest side of a large sycamore tree; South 41 degrees 35 minutes East (Old call South 42 1/2 degrees West) 25.18 chains to a stone by a post oak tree and on the north side of a rock surface road; thence with road North 48 degrees East 3/4 chains to a stone on north side of said road; South 45 1/2 degrees East 40.5 chains to a stake on North side of The Elizabethtown & Hodgenville Railroad; thence with said Railroad South 72 degrees West 24.7 chains to a stake on North side of said Railroad; South 16 degrees East 3 chains to a stake; South 46 degrees West 55:3 chains to the beginning, containing 671.1 acres more or less, but there is excluded therefrom that part of the land above described conveyed to the Illinois Central Railroad Company by Jacob B. Hayden and Mary A. Hayden, his wife, by Deed dated June 21, 1960, and recorded in Deed Book 166, page 292, which is further described as follows: A parcel of land 17 feet wide, lying easterly of and adjoining the easterly line of the Illinois Central Railroad Company's 66 foot wide right-of-way near Cecilia, Kentucky; more particularly, described as follows: BEGINNING at a point in said Railroad Company's present easterly right-of-way line at a distance of approximately 1136 feet northerly from mile post L-46, as measured along the center line of main track, as now located and 33 feet easterly therefrom, measured at a right angle thereto; thence South 11 degrees 38 minutes east along said easterly right-of-way line parallel with and 33 feet perpendicularly distant easterly from said center line of main track 1956.8 feet to a point in the common property line between Jacob Hayden and Martin Castile; thence North 84 degrees 52 minutes east along said common property line 17.1 feet; thence North 11 degrees 38 minutes West parallel with and 50 feet perpendicularly distant easterly from said center line of main tract 1958.7 feet; thence westerly at a right angle 17 feet to the point of the beginning, containing an area of 0.76 of an acre, more or less.

Subject to the rights of the public and others entitled thereto to the use of that portion of insured premises lying within any roads; subject to right-of-way to Mid-Valley Pipe Line Company dated July 10, 1949, and recorded in Deed Book 128, page 219, and subject to right-of-way to E. P. Railroad Company dated August

7, 1873, and recorded in Deed Book 115, page 480, both in the Office of the Clerk of the Hardin County Court.

Being the same property conveyed unto JACOB B. HAYDEN, JR. and MARION K. HAYDEN, husband and wife, from MARY H. HAYDEN, widow, ELIZABETH L. HAYDEN, single; MARTHA HAYDEN DANIS and ANTHONY DANIS, her husband; HANNAH HAYDEN GOLDSMITH and JAMES GOLDSMITH, her husband; DAVID R. HAYDEN, single, by Deed dated September 13, 1976 and recorded October 4, 1976 in Deed Book 299 Page 156, in the office of the Hardin County Clerk.

LESS THE FOLLOWING OFF-CONVEYANCE:

Beginning at an iron pin set corner to Elta Castile, D.B. 193 Pg. 111 and on the south side of Hayden School Road, thence N 34°03'44" W 21.22' to the center line of Hayden School Road, thence N 36°23'06" E 71.66', thence N 31°29'38" E 445.61' said point being N 58°37'35" W 20.00' from a witness iron pin set, thence continuing with Hayden School Road N 31°15'12" E 339.09', thence N 31°20'32" E 214.47', thence N 31°05'17" E 335.19', thence N 31°55'25" E 86.89', thence N 33°02'33" E 76.35', thence N 34°52'37" E 70.03'; said point being N 41°04' 23" W 20.00' from a witness iron pin set, thence continuing with Hayden School Road thence N 39°26' 16" E 77.81', thence N 43°16'36" E 68.79', thence N 47°18'06" E 84.96', thence N 50°33'08" E 261.72', thence N 50°18'48" E 129.72', thence N 49°53'16" E 125.17', thence N 49°19'37" E 74.10', thence N 49°00'32" E 216.58'; said point being N 40°46'51" W 20.00' from a witness iron pin set, thence continuing with Hayden School Road thence N 49°25'46" E 1300.52', thence N 49°38'18" E 526.21', thence N 49°50'21" E 266.55', thence N 50°05'36" E 151.53', thence N 51°37'56" E 72.14', thence leaving Hayden School Road S 45°15'19" E 20.15' to an iron pin set corner to James Crutcher, D.B. 326, Pg. 66, thence with the line of James Crutcher S 45°15'19" E 332.07' to an iron pin set corner to Mary Hayden, D.B. 707 Pg. 332, thence with the line of Mary Hayden S 45°15'19" E 1018.46' to an iron pin set corner to Elizabethtown Airport Board, D.B. 1084, Pg. 739, thence with the line of Elizabethtown Airport Road S 55°15'12" W 1312.78' to an iron pin set, thence S 43°16'21" E 906.57' to an iron pin set in the north R/W line of Paducah Louisville Railroad, thence with the north R/W line of Paducah Louisville Railroad S 71°36' 33" W 1045.54', thence S 71°26'19" W 53.58', thence S 70°55'35" W 51.25', thence S 70°15'36" W 53.24', thence S 68°58'48" W 52.31', thence S 68°17'44" W 42.58' thence S 67°14'42" W 62.94', thence S 66°06'20" W 60.18', thence S 64°44'00" W 52.93, thence S 63°49'37" W 52.76', thence S 62°54'48" W 55.39', thence S 61°35'29" W 54.71', thence S 60°36'26" W 50.77', thence S 59°53'31" W 51.34', thence S 58°35'15" W 53.46', thence S 57°46'51" W 55.19', thence S 56°13'35" W 56.09', thence S 55°04'42" W 54.84', thence S. 54°06'52" W 55.60', thence S 52°42'59" W 55.23', thence S 52°03'13" W 56.82', thence S 51°31'46" W 1854.97' to an iron pin set corner to Mary Hayden, D.B. 790 Pg. 278, thence with the line of Mary Hayden N 34°05'53" W 432.56' to an iron pin set corner to Elta Castile, thence with the line of Elta Castile N 34°03'44" W 487.09' to the point of beginning and containing 168.759 acres as per survey by C. E. Fence, K.L.L.S. #2032 and dated April 3, 2007.

Being the same property conveyed unto MARY ALICE HAYDEN, widow, from MARION K. HAYDEN and KAROLYN HAYDEN, husband and wife, by Deed dated May 2007 and recorded June 7, 2007 in Deed Book 1229 Page 508, in the office of the Hardin County Clerk.

PARCEL 2:

A tract of land near Cecilia, Kentucky, known as part of College farm and bounded as follows: Beginning at a stake in center of College road; thence with a line of Gardner's land S 80 W 101 1/5 poles to Gatton's line; thence N 15 1/4 W 167 poles to a red oak; thence N 38 W 19 4/5 poles to a stake by a small sycamore

and black oak pointers; thence N 78 1/2 E 120 1/5 poles to a stake in College road; thence with the same S 11 1/2 E 188 poles to the beginning, containing 124 acres, more or less.

The following described property is an ingress and egress easement across a tract of land that was previously owned by Joe Thompson. The hereinafter described ingress and egress easement is for the purposes of allowing the second parties access to the property herein conveyed and said easement shall be in perpetuity over, under, and through the following described real estate located in Hardin County, Kentucky, and more particularly described as follows:

The point of beginning is a point in the north r/w of Ky. Hwy. 253 (Bethlehem Academy Road), said point is south 46 degrees 00 minutes 00 second east a distance of 10.01 feet from an existing iron pin the most southern corner of the Lee Fowler property (D.B. 761, pg. 562), thence along the center of the 20' ingress and egress easement parallel and 10' from the south eastern line of the fowler property, said line is crossing the tract of land previously owned by Joe Thompson

North 45 degrees 53 minutes 30 seconds east for a distance of 233.01 feet to a point, thence continuing with the center of the 20' ingress and egress easement crossing the tract of land previously owned by Joe Thompson for fifty calls;

North 48 degrees 2 minutes 1 seconds East for a distance of 286.83 feet TO A POINT THENCE

North 48 degrees 11 minutes 0 seconds east for a distance of 47.75 feet TO A POINT, THENCE

North 52 degrees 2 minutes 48 second east for a distance of 50.00 feet TO A POINT, THENCE

North 64 degrees 16 minutes 33 seconds east for a distance of 27.78 feet TO A POINT, THENCE

South 50 degrees 2 minutes 0 seconds East for a distance of 20.39 feet TO A POINT, THENCE

South 26 degrees 27 minutes 18 seconds East for a distance of 26.74 feet TO A POINT, THENCE

South 28 degrees 49 minutes 55 seconds East for a distance of 18.08 feet TO A POINT, THENCE

South 42 degrees 54 minutes 24 seconds East for a distance of 15.36 feet TO A POINT, THENCE

South 65 degrees 54 minutes 42. seconds East for a distance of 21.44 feet TO A SET IRON PIN, THENCE

North 84 degrees 27 minutes 7 seconds East for a distance of 18.28 feet TO A POINT, THENCE

North 63 degrees 28 minutes 21 seconds East for a distance of 27.17 feet TO A PONT, THENCE

North 56 degrees 44 minutes 25 seconds East for a distance of 45.22 feet TO A POINT, THENCE

North 71 degrees 25 minutes 53 seconds East for a distance of 20.75 feet TO A PONT, THENCE

North 88 degrees 34 minutes 24 seconds East for a distance of 23.63 feet TO A POINT, THENCE

South 65 degrees 50 minutes 34 seconds East for a distance of 34.90 feet TO A POINT, THENCE
South 46 degrees 50 minutes 31 seconds East for a distance of 106.88 feet TO A POINT, THENCE
South 46 degrees 26 minutes 35 seconds East for a distance of 140.04 feet TO A POINT, THENCE
South 49 degrees 47 minutes 50 seconds East for a distance of 50.16 feet TO A POINT, THENCE
South 53 degrees 39 minutes 52 seconds East for a distance of 42.01 feet TO A POINT, THENCE
South 63 degrees 10 minutes 56 seconds East for a distance of 26.75 feet TO A POINT, THENCE
South 78 degrees 3 minutes 12, seconds East for a distance of 32.45 feet TO A POINT, THENCE
North 88 degrees 27 minutes 23 seconds East for a distance of 24.25 feet TO A POINT, THENCE
North 85 degrees 27 minutes 46 seconds East for a distance of 94.32 feet TO A POINT, THENCE
North 88 degrees 57 minutes 30 seconds East for a distance of 118.46 feet TO A POINT, THENCE
South 88 degrees 26 minutes 34 seconds East for a distance of 54.29 feet TO A POINT, THENCE
South 81 degrees 57 minutes 5 seconds East for a distance of 46.32 feet TO A POINT, THENCE
South 75 degrees 10 minutes 3 seconds East for a distance of 76.54 feet TO A POINT, THENCE
South 71 degrees 22 minutes 35 seconds East for a distance of 47.42 feet TO A POINT, THENCE
South 71 degrees 26 minutes 59 seconds East for a distance of 35.34 feet TO A PONT, THENCE
South 74 degrees 58 minutes 17 second East for a distance of 48.12 feet TO A POINT, THENCE
South 78 degrees 51 minutes 23 seconds East for a distance of 23.54 feet TO A POINT, THENCE
North 89 degrees 46 minutes 55 seconds East for a distance of 21.34 feet TO A PONT, THENCE
North 70 degrees 1 minutes 33 seconds East for a distance of 22.88 feet TO A POINT, THENCE
North 45 degrees 57 minutes 56 seconds East for a distance of 21.56 feet TO A POINT, THENCE
North 24 degrees 20 minutes 41 seconds East for a. distance of 22.15 feet TO A POINT, THENCE
North 23 degrees 26 minutes 59 seconds East for a distance of 22.87 feet TO A PONT, THENCE
North 29 degrees 29 minutes 29 seconds East for a distance of 20.69 feet TO A POINT, THENCE

North 34 degrees 17 minutes 45 seconds East for a distance of 23.17 feet TO A POINT, THENCE

North 31 degrees 36 minutes 26 seconds East for a distance. of 19.80 feet TO A POINT, THENCE

North 12 degrees 22 minutes 15 seconds East for a. distance of 19.08 feet TO A POINT, THENCE

North 1 degrees 10 minutes 50 seconds West for a distance of 25.63 feet TO A POINT, THENCE

North 4 degrees 44 minutes 25 seconds West for a distance of 52.98 feet TO A POINT, THENCE

North 8 degrees 16 minutes 22 seconds East for a distance of 9.21 feet TO A POINT, THENCE

North 6 degrees 1 minutes 34 seconds East for a distance of 24.40 feet TO A POINT, THENCE

North 1 degrees 2 minutes 31 seconds West for a distance of 45.87 feet TO A POINT, THENCE

North 4 degrees 57 minutes 48 seconds West for a distance of 26.17 feet TO A POINT, THENCE

North 6 degrees 0 minutes 25 seconds West for a distance of 58.37 feet TO A POINT, THENCE

North 7 degrees 35 minutes 23 seconds West for a distance of 89.12 feet TO A POINT, THENCE

North 1 degrees 55 minutes 51 seconds West for a distance of 21.72 feet TO A POINT, THENCE

North 7 degrees 47 minutes 49 seconds East for a distance of approximately 11 feet to the western property line of another tract of land that was previously owned by Joe Thompson.

BEING the same property conveyed unto Jacob B. Hayden, Jr. and Mary Alice Hayden, husband and wife (an undivided one-half interest) and Marion K. Hayden and Karolyn S. Hayden, husband and wife (an undivided one-half interest) from John Thompson, et al, by Deed dated and recorded May 31, 1996 in Deed Book 843 Page 557, in the office of the Hardin County Clerk.

Jacob B. Haden died January 1, 2004 whereupon his interest in the subject property passed to his wife, Mary Alice Hayden, by terms of survivorship of deed referenced above. Being the same property conveyed by Mary Alice Hayden by Quit-Claim Deed dated and recorded June 7, 2007 Deed Book 1229 Page 515 and in Deed Book 1229 Page 521, in the office of the Hardin County Clerk.

Legal Description

TO BE COPIED FROM MOST RECENT WARRANTY DEED

Confidential
michael.reiley@bp.com
2021-07-13 10:09:43 -0500

EXHIBIT 'B' TO AGREEMENT

(Original to be detached and recorded at County Courthouse)

Confidential
michael.reiley@bp.com
2021-07-13 10:09:43 -0500

FIRST AMENDMENT

to

LEASE AGREEMENT

By and Between

MARION K. HAYDEN

AND

KAROLYN S. HAYDEN

As Owner

and

TELESTO ENERGY PROJECT, LLC
a Texas limited liability company

As Lessee

July 8, 2020

HARDIN COUNTY, KENTUCKY

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SOLAR EVOLVED

TERM SHEET

1ST AMENDMENT TO LEASE AGREEMENT

Effective Date:	February 24, 2020	
Owner:	Marion K. Hayden and Karolyn S. Hayden	
Lessee:	Telesto Energy Project, LLC	
Property:	Parcel ID'S 167-00-00-008 and 146-00-00-022; located in Hardin County, State of Kentucky, more particularly described on <u>Exhibit B and B-1</u> attached hereto.	
Development Term Period :	[REDACTED]	
Development Term Expiration Date:	The earlier of (1) the date that Lessee selects for the commencement of the Operation Term identified in the Operation Term Commencement Notice, or (2) the date Lessee notifies Owner that Lessee elects to terminate this Agreement pursuant to Section 2.1 of this Agreement.	
Development Term Rent:	[REDACTED]	
Operation Term Commencement Date:	The date specified the Operation Term Commencement Notice pursuant to <u>Section 2.1</u> .	
Operation Term Expiration Date:	The day preceding the Thirty-fifth (35th) anniversary of the Development Term Expiration Date pursuant to <u>Section 3.1</u> .	
Operation Term Rent:	[REDACTED]	
Addresses for Notices:	<u>Lessee:</u> Telesto Energy Project, LLC 3809 Juniper Trace, Suite 100 Austin, TX 78738 Email: real.estate@7x.energy	<u>Owner:</u> Marion and Karolyn Hayden 1955 Hayden School Road Cecelia, KY 42724 Email: [REDACTED]

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "**Agreement**") is entered into as of the date on which the last Party has executed this Agreement (the "**Effective Date**"), by and between Marion K. Hayden and Karolyn S. Hayden (collectively, hereinafter "**Owner**"), and Telesto Energy Project, LLC, a Texas limited liability company ("**Lessee**"), and in connection herewith, Owner and Lessee agree, covenant and contract as set forth in this Agreement. Owner and Lessee are sometimes referred to in this Agreement as a "**Party**" or collectively as the "**Parties**".

RECITALS

WHEREAS, the Parties entered into that certain Lease Agreement dated to be effective February 24, 2020 (the "Lease") and that certain Memorandum of Lease Agreement recorded on March 23, 2020 in Book 1487 at pages 1276-1286, in the Official Public Records of Hardin County, Kentucky (the "Memorandum") covering certain real property located in Hardin County, Kentucky;

WHEREAS, the Parties desire to modify and amend the Lease and Memorandum in certain respects, as more particularly set forth herein;

Now, THEREFORE, in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the Parties agree as follows:

(1) THE LEGAL DESCRIPTION OF THE LEASED PROPERTY AND (2) BODY/EXCEPTIONS/CONTENTS OF THE LEASE AGREEMENT DATED FEBRUARY 24, 2020 IS TO BE FULLY REPLACED WITH THE BODY/EXCEPTIONS/CONTENT OF THIS FIRST AMENDMENT IN IT ENTIRETY.

WHEREAS, Owner holds a fee simple interest in that certain real property located in Hardin County, State of Kentucky, more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "**Property**").

WHEREAS, Lessee desires to lease all or a portion of the Property for solar energy purposes, and throughout the term of this Agreement, Lessee shall have the sole and exclusive rights to use the Property for solar energy purposes, including, without limitation, solar resource evaluation, solar energy development, converting solar energy into electrical energy, collecting and transmitting the electrical energy converted from solar energy, energy storage purposes, and electric power, heat and/or steam generation, and any and all other activities related to the foregoing and to convert all of the solar resources of the Property, together with any and all activities related thereto, including, without limitation, constructing, installing, using, replacing, relocating and removing from time to time, and maintaining and operating Solar Facilities. (the "**Purpose**").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are acknowledged, Lessee and Owner hereby agree to and intend to be bound by the foregoing recitals and as follows:

AGREEMENT

1. **Grant of Lease.** Owner hereby leases to Lessee the Property (or a portion thereof as determined pursuant to Section 2.1 of this Agreement) solely and exclusively for the Purpose, pursuant to the terms and conditions of this Agreement. Concurrently with execution of this Agreement, Owner and Lessee shall execute and notarize the Memorandum of Agreement in the form attached as **Exhibit E** hereto (the "**Memorandum**") and shall record such Memorandum in the Office of the Hardin County Recorder's Office as promptly as reasonably possible.

2. **Development Term.**

2.1 **Development Term.** The development term (the "**Development Term**") of this Agreement commences on the Effective Date and shall end with respect to the Property (or an applicable portion thereof) on the earlier of (i) the date that Lessee selects for the commencement of the Operation Term (the "**Operation Term Commencement Date**") for any portion of the Property (any such property shall be referred to herein as the "**Leased Premises**") identified in a written notice delivered to Owner (the "**Operation Term Commencement Notice**"), which date must be at least ninety (90) days after the delivery of the Operation Term Commencement Notice, (ii) the date Lessee notifies Owner that Lessee elects to terminate this Agreement with respect to any portion of the Property identified in a written notice delivered to Owner ("**Termination Notice**"), or (iii) for any portion of the Property for which Lessee has not provided an Operation Term Commencement Notice or Termination Notice, the day preceding the fourth anniversary of the Effective Date (the "**Development Term Expiration Date**"). Lessee may deliver a Termination Notice on one or more occasions during the Development Term in relation to various portions of the Property. Upon delivery of a Termination Notice, Lessee shall have no further rights and obligations hereunder with respect to such terminated portion of the Property. Lessee shall promptly record a memorandum reflecting the termination of the Agreement with respect to the portion of the Property described in any Termination Notice.

2.2 **Development Term Purpose/Activities.** During the Development Term, Lessee will determine the feasibility of solar energy conversion and power generation on the Property. This determination will be based upon a variety of factors, including Lessee's ability to obtain necessary permits and interconnection and power purchase contracts required for constructing and operating a solar generation facility (or facilities) on the Property. In furtherance of Lessee's feasibility activities, Lessee and its representatives, agents, and contractors shall have the right to enter onto the Property to conduct studies and inspections to evaluate the Property and determine the feasibility of solar energy conversion and power generation on the Property, including, without limitation, the right to conduct the studies and inspections referred to in this **Section 2.2**; provided that Lessee shall provide Owner with reasonable advance notice of the dates Lessee contemplates that Lessee and/or its representatives, agents, and contractors are planning to enter upon the Property for such purposes. Such right of entry shall include, but not be limited to (1) the right to conduct geotechnical, biological and cultural resource investigations; (2) the right to install solar monitoring station(s) and to conduct studies of the solar energy emitted upon, over and across the Property and gather other meteorological data; and (3) the right to conduct Phase I and Phase II environmental site assessments. To assist Lessee's feasibility review, Owner shall reasonably cooperate with Lessee. If Lessee determines, in its sole and absolute discretion, that it will not be feasible to use all or a portion of the Property, Lessee may terminate this Agreement with respect to all or a portion of the Property at any time prior to the expiration of the Development Term pursuant to Section 2.1.

2.3 **Owner's Use of the Property.** During the Development Term, Owner may continue to use the Property for agricultural, ranching, timber harvesting, and/or other reasonable purposes;

provided, however, Owner shall not (i) materially change the Property, (ii) modify or extend any existing leases or other agreements relating to the Property without Lessee's prior written consent, or (iii) grant or permit any easement, lease, license, right of access or other possessory right in the Property to any third party which could materially adversely affect the Purpose, without the prior written consent of Lessee. Lessee shall allow Owner the time necessary to harvest their existing crop or, if time does not permit, compensate Owner for the fair market value of the crop.

2.4 Survey. Lessee shall, at its cost and expense, conduct an ALTA survey of the Leased Premises (the "**Survey**") prior to the installation or construction of Solar Facilities thereon. The Survey shall specify the gross acreage of any Access Property (as hereinafter defined) and Net Acreage of the Leased premises and will show all easements, encroachments and other matters affecting the Leased Premises.

3. Operation Term.

3.1 Operation Term. The operation term of this Agreement (the "**Operation Term**") shall commence with respect to the Leased Premises upon the Operation Term Commencement Date and shall continue thereafter until the day preceding the Thirty-fifth (35th) anniversary of the date that the facility commences to generate power (the "**Operation Term Expiration Date**"). The Operation Term includes the period of construction and post construction.

3.2 Extension Options. Lessee shall also have up to three (3) extension rights, upon written notice to Owner at least one hundred eighty (180) days prior to the expiration of the Operation Term and/or the first Extended Term (as hereinafter defined), as applicable, to extend the Operation Term for three (3) additional periods of five (5) years on each such occasion (each, an "**Extended Term**"). The Development Term, together with the Operation Term and any Extended Term shall be referred to herein collectively, as the "**Term**".

3.3 Operation Term Rights. During the Operation Term and any Extended Term, Lessee shall have the exclusive right to use and possess the Leased Premises and for the Purpose and to derive all profits, rents, royalties, credits and profits therefrom. Lessee's rights with respect to such Property during its Operation Term and any Extended Term shall also include the following rights:

(a) Access and Utility Easement. Owner also grants to Lessee non-exclusive, appurtenant easements on, under, over, across and through portions of the Property during the Operation Term and any Extended Term for Lessee and its employees, contractors, subcontractors, agents and assignees to use portions of the Property, in the locations designated in the Operation Term Commencement Notice, to (i) provide ingress and egress to the Leased Premises at all times on a 24-hours-a-day, 7-days-a-week basis by means of roads and lanes thereon if existing, or otherwise by such reasonable route or routes as Lessee may designate from time to time, and (ii) permit Lessee to occupy, develop, design, engineer, construct, access, monitor, install, own, operate, maintain, repair, replace, improve and remove at all times on a 24-hours-a-day, 7-days-a-week basis utility and communication infrastructure, including without limitation poles, supporting towers, guys and anchors, fibers, cables and other conductors and conduits, and pads, transformers, switches, vaults and cabinets, and related equipment to connect the Solar Facilities to the local electric distribution system, together with the right of access to the utility infrastructure over the Premises, for any purpose reasonably connected with the Solar Facilities utilities by means of transmission lines and infrastructure (the "**Access and Utility Easements**"). If Lessee later determines in its reasonable discretion that any additional Access and Utility

Easements across the Property are necessary, useful or appropriate for the construction and operation of the Solar Facilities, Owner shall reasonably cooperate, after review and approval of the portion of the Property on which the proposed easements will be located, in granting or agreeing to such reasonable and necessary easements by amendment to this Agreement or by separate agreement and recordation of same. The Property utilized for purposes of the Access and Utility Easements shall be referred to herein as "**Access Property**". Owner shall have the nonexclusive right to continue to use such Access Property in any manner which does not interfere with Lessee's use thereof for the purposes permitted pursuant to the Access and Utility Easements.

(b) Solar Easement. Owner shall not (and shall not allow any other party to) disturb or interfere with the unobstructed flow of solar energy upon, over and across the Property, whether by placing towers or antennas of any type, planting trees or constructing buildings or other structures or facilities, or by engaging in any other activity on the Property or any real property adjacent to the Property that is owned or controlled by Owner, if any (the "**Remainder Property**") that might delay the installation of, disrupt, or otherwise cause a decrease in the output or efficiency of the Solar Facilities. In furtherance thereof, Owner hereby grants and conveys to Lessee and its successors and assigns the exclusive easement to the free and unobstructed insolation of solar energy on, about, above, under, through and across the Property, including over the entirety of the horizontal space and the entirety of the vertical space lying above the surface of the Property and that portion of any Remainder Property contiguously situated around the Property (if any) for the benefit of the Property (collectively, the "**Solar Easements**"); provided Owner shall have the continued right to use the Remainder Property for any uses existing as of the Effective Date and any new uses which are wholly consistent with the requirements of Section 9.8.

The Solar Easements granted by Owner in this Agreement are easements in gross for the benefit of Lessee and its successors and assigns, as owner of the Solar Facilities. Upon Lessee's request, Owner shall execute recordable instruments evidencing the Easements (the "**Solar Easement Instruments**"). Except as otherwise expressly set forth in the Solar Easement Instruments, the Solar Easements shall terminate contemporaneously with the expiration of this Agreement.

(c) Improvements Affecting the Solar Facilities. During the Operation Term and any Extended Term with respect to any Property Lessee may, as reasonably necessary, remove, trim, prune, top or otherwise control the growth of any tree, shrub, plant or other vegetation; dismantle, demolish, and remove any improvement, structure, embankment, impediment, berm, wall, fence or other object, on or that intrudes (or could intrude) into the Property that could obstruct, interfere with or impair the Solar Facilities or the use of the Property by Lessee hereunder.

(d) Existing Structures. Lessee may occupy, use, renovate, rebuild, demolish, and/or remove any existing structures on the Leased Premises as it deems necessary, useful or appropriate in relation to the Purpose, including utilizing existing structures as an office and/or living quarters in connection with construction, operation, and management of the Solar Facilities. In addition, Lessee may remove and/or relocate any fencing previously installed on the Leased Premises, at Lessee's cost and expense, as may be necessary, useful or appropriate to accommodate the construction and/or operation of the Solar Facilities

(e) Right to Control Access. Subject to the terms of this Agreement and applicable law, during the Operation Term and any Extended Term with respect to any Property, Lessee shall have the right under the Agreement to control and restrict access onto and over such Property and

exclude others (other than any parties with preexisting easement rights of record or other rights approved by Lessee), and Lessee will construct and maintain security devices on such Property which Lessee deems appropriate and necessary for the protection of the Solar Facilities, including, but not limited to, any type of fencing, security monitoring or other security safeguards. Nothing in this Section 3.3 shall be construed to require Lessee to repair, maintain or replace any fence existing on such Property on the Effective Date or any other fences erected, with Lessee's permission, by Owner on such Property thereafter.

3.4 Owner Access. During the Operation Term and any Extended Term, Owner shall have the right to inspect the Leased Premises at reasonable intervals and at reasonable times upon at least forty-eight (48) hours' prior advance written notice to Lessee. Any such access shall not materially interfere with Lessee's use and occupancy of the Leased Premises in any manner. Owner shall abide by Lessee's site/safety policies in connection with same.

3.5 Water and Sewage.

(a) Owner shall retain all water rights, interest, and claims appurtenant and/or related to the Property, provided Lessee shall be entitled to use all available water from the Property as necessary for the term of this Agreement. If determined necessary by Lessee, any improvements to an existing well will be at Lessee's sole cost. Owner shall be compensated for Lessee's water use on a monthly basis at the rate published by the local USDA. All improvements, once installed, shall become the Owner's property.

4. Payments. The Development Rent and Operating Rent are referred to herein collectively as the "Rent".

4.1 Development Term.



4.2 Construction Period. Lessee shall pay to Owner as Rent during the construction period the amount set forth on Exhibit D.

4.3 Operation Term and Extension Terms. Lessee shall pay to Owner as Rent during the Operation Term the amount set forth on Exhibit D (the "Operation Term Rent").

5. Ownership of Solar Facilities. The Solar Facilities are personal property, whether or not the same is deemed real or personal property under Applicable Law and shall not attach to or be deemed a part of, or a fixture to, the Leased Premises or Property. Lessee or its designees shall be the legal and beneficial owners of the Solar Facilities at all times and Owner shall have no right, title or interest in the Solar Facilities or any component thereof, notwithstanding that any such Solar Facilities may be physically mounted or adhered to the Leased Premises or Property. Owner covenants that it will use commercially reasonable efforts to place all parties having an interest in or lien upon the Property or the Leased Premises on notice of the ownership of the Solar Facilities and the legal status or classification of the Solar Facilities as personal property. Owner consents to the filing of a disclaimer of the Solar Facilities as a

fixture of the Property in the office where real estate records are customarily filed in the jurisdiction(s) where the Property is situated. Except for the rent payments described in Section 4 above, Owner shall not be entitled to any other payments or benefits accrued by or from the Solar Facilities, including renewable energy credits, environmental credits or tax credits. All (a) tax credits, tax incentives or tax related grants or benefits and (b) renewable energy credits or other environmental attributes, credits or incentives, relating to the Solar Facilities are, and shall remain, the property of Lessee.

6. Taxes.

6.1 Taxes Payable.



6.2 Tax Cooperation



7. **Lessee's Representations, Warranties, and Covenants.** Lessee hereby represents, warrants, and covenants to Owner that:

7.1 **Lessee's Authority.** Lessee has the unrestricted right and authority to execute this Agreement. Each person signing this Agreement on behalf of Lessee is authorized to do so. When signed by Lessee, this Agreement constitutes a valid and binding agreement enforceable against Lessee in accordance with its terms.

7.2 **Insurance.**



7.3 **No Liens.** Lessee shall keep the fee title interest of the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to, the Property in connection with Lessee's use of the Property pursuant to the Agreement; provided, however, that if Lessee wishes to contest any such lien, Lessee shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond over such lien from the fee title interest of the Property pursuant to applicable law and Lessee shall not be deemed to have breached this Section 7.4.

8. **Owner's Representations, Warranties, and Covenants.** Owner hereby represents, warrants, and covenants as follows:

8.1 **Owner's Authority.** Owner is the fee owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Lessee the rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

8.2 **Owner's Title to Property.** Owner represents, warrants and covenants that Owner has (i) a lawful fee simple interest in title to the Property, including the Leased Premises, subject to any mortgages, leases, easements, covenants, restrictions, and rights of record that may exist, and (ii) that subject to the rights of existing tenants at the Property.

8.3 **Conflict with Other Agreements.** Owner represents and warrants that the execution, delivery and performance by it of this Agreement does not (i) violate its organizational documents or any Applicable Law, or (ii) require any approval or consent of any other Person, except for such approvals or consents that have been obtained on or before the date hereof or the absence of which could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on its ability to execute, deliver or perform this Agreement.

8.4 **No Brokers.** Neither Owner nor any affiliate of Owner nor any of their respective officers, directors or employees has employed any broker or finder or incurred any liability for any brokers' fees, commissions or finders' fees as a result of the execution of this Agreement.

8.5 **Litigation.** No litigation is pending, and, to the best of Owner's knowledge, no actions, claims or other legal or administrative proceedings are pending, threatened or anticipated with respect to, or which could affect, the Premises or Owner's right or authority to enter into this Agreement.

8.6 Violations of Law. Owner has not received notice from any governmental agency pertaining to the violation of any law or regulation affecting the Property or any portion thereof, and Owner has no knowledge of any facts which might be a basis for any such notice.

8.7 Quiet Use. Owner covenants and agrees that Lessee shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement without hindrance or interruption from Owner or any other person or persons, subject to all items of record as of the date hereof or arising from prescriptive or adverse use of the Property.

8.8 No Interference. Owner will not conduct activities on, in or about the Property or Leased Premises that have a reasonable likelihood of causing material damage, impairment or otherwise materially adversely affecting the evaluation, investigation, construction, installation, maintenance, or operation of the Solar Facilities and/or Lessee's rights granted hereunder. After the Effective Date, other than with respect to a lien (mortgage or otherwise) complying with Section 8.9, Owner shall not without the prior written consent of Lessee voluntarily create or acquiesce in the creation of any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters or other exception to title to the Property, and Owner shall not create or suffer any monetary lien or encumbrance against the Property. To Owner's knowledge, there are no currently existing options, rights of refusal, sales contracts, or other such rights in favor of any third parties relating to the Property or any interest therein that could interfere with the development, construction, installation, maintenance, or operation by Lessee of the Solar Facilities or that could adversely affect Lessee's use of the Property

8.9 Non-Disturbance Agreements. In the event that owner elects to obtain a lien (mortgage or otherwise) on the Property, Owner will also obtain and deliver to Lessee a customary non-disturbance agreement of the Solar Facility executed by the lien holder.

8.10 Liens and Tenants. Except with respect to those items set forth in Exhibit C Owner represents that there are no unrecorded liens, encumbrances, leases, mortgages, deeds of trust, security interests, claims, disputes or other exceptions to Owner's right, title or interest in the Property. Prior to the commencement of the Operation Term with respect to any Property, Owner shall terminate any leases pertaining to the Leased Premises other than this Agreement. During the Term, Owner shall exercise best efforts to assist Lessee to obtain any non-disturbance, subordination, release, reconveyance and/or other title curative agreements from any person or entity with a lien, encumbrance, mortgage or other exception to Owner's fee title to the Property as requested by Lessee in order to facilitate development and financing of the Solar Facilities. If Owner and Lessee are unable to obtain such agreements from any person or entity holding an interest in the Property and Owner defaults on its obligations to such holder, then Lessee shall be entitled (but not obligated) to fulfill Owner's obligations to such holder and may offset the cost of doing so against future payments due Owner under this Agreement.

8.11 Cooperation. Owner shall assist and reasonably cooperate with Lessee, at no out-of-pocket expense to Owner, in complying with or obtaining any land use permits and approvals, building permits, consent orders, authorizations, environmental impact reviews or any other items required by Lessee for the Solar Facilities, including execution and filing of applications related thereto, and including participating in any appeals or regulatory proceedings respecting the Solar Facilities. Lessee shall reimburse Owner for its reasonable, actual and verifiable out-of-pocket expenses directly incurred in connection with such cooperation, to the extent Lessee has approved such expenses in advance in writing. Owner shall also cooperate with Lessee's development of the Property and shall cooperate with Lessee with respect to the negotiation of the relocation of any pipelines, electrical power distribution lines,

collection pipes and any other structures located on the Property, as well as any rights associated with such pipelines, electrical power distribution lines or structures, as deemed necessary by Lessee in Lessee's reasonable discretion.

8.12 Conveyances and Other Agreements. In connection with the exercise of the rights of Lessee hereunder, Lessee, shall also have the right, without further act or consent of Owner with respect to grants that do not extend beyond the expiration of the Term, and with Owner's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, with respect to grants that will extend beyond the expiration of the Term: (a) to grant directly or (b) cause Owner to promptly grant to any party such rights or interests in or to the Property that are reasonably necessary or convenient for the Lessee's use of the Property for the Purpose (and for no other purpose whatsoever), including, without limitation, means easements and similar associated rights to construct, operate, and maintain transmission, substation, collection, distribution, interconnection or switching lines or facilities pursuant to a standard form of easement or other similar agreement, lot line adjustments, right-of-way dedications, or rights of abandonment (the "**Additional Rights**"). The Parties agree that it would be unreasonable for Owner to withhold, condition, or delay its consent to any of the Additional Rights to the extent that the grant of the right or interest is necessary for the operation of the Solar Facilities.

8.13 Title Policy. Owner holds the entire fee simple interest in the Property. At Lessee's sole cost, Lessee may obtain a title insurance commitment to assess what curative items will need to be addressed in order to obtain an ALTA extended coverage leasehold policy of title insurance and enter into the Operating Term of this Agreement. Owner agrees to cooperate as necessary to assist with the title curative requirements and will not hinder what Lessee deems necessary to complete the title curative process. This includes, but is not limited to the recordation of documents necessary to effect such curative requirements such as non-disturbance agreements or other title curative agreements for any person or entity with a lien, encumbrance, mortgage, easement or other problematic exception to title to the Property as requested by Lessee in order to facilitate the development and financing of a solar energy project or projects on the Property.

9. Indemnity. Each Party as indemnitor shall indemnify, defend, and hold harmless the other Party and its Affiliates and their employees and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including reasonable attorneys' fees) asserted by third parties for injury or death to Persons (including employees of either Party) and/or physical damage to property arising out of or in connection with the negligent or intentional acts or omissions or willful misconduct of the indemnitor or a material breach of any obligation, representation or warranty of the indemnitor under this Agreement, except to the extent caused by the negligent acts or omissions or willful misconduct of the indemnified party. Lessee shall not be responsible to Owner or any third party, for any claims, costs or damages, including fines or penalties, attributable to any violations of Applicable Laws which existed prior to the Effective Date, or by any party other than the Lessee Parties. This Section 9 shall survive the termination or expiration of this Agreement.

10. Hazardous Substances. Neither Party shall introduce or use any Hazardous Substances on, in or under the Leased Premises or Property in violation of any Applicable Law. If a Party becomes aware of any Hazardous Substances on, in, or under the Leased Premises or Property, it shall promptly notify the other Party of the type and location of such Hazardous Substances in writing. Each Party agrees to indemnify, defend and hold harmless the other Party and its Affiliates and their employees and agents from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability, including, but not limited to, damages, costs, expenses, assessments, penalties,

fines, losses, judgments, and reasonable attorneys' fees that any Party may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment ("**Environmental Claims**"), that relate to or arise from such Party's activities on the Property or Leased Premises, except to the extent directly attributable to the negligent acts or omissions or willful misconduct of the other Party. Owner shall further indemnify, defend and hold harmless Lessee and its Affiliates and their employees and agents from and against any and all Environmental Claims due to the presence of any Hazardous Substances in, on or under the Leased Premises as of the Effective Date. The indemnifications in this Section 10 specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Governmental Authority. Owner shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Applicable Law, all spills or other releases of any Hazardous Substances to the extent not caused by Lessee, that have occurred or which may occur on the Property. This Section 10 shall survive the termination or expiration of this Agreement.

11. **Assignment.** Subject to Section 8.8 and Section 19.8, each Party shall have the right and authority to sell, convey, assign, sublease or otherwise transfer, and/or collaterally assign, mortgage or encumber to one or more persons any or all of its right, title and interest under this Agreement (including Lessee's right to any Access and Utility Easements granted pursuant hereto) to one or more persons (each, an "**Assignee**"). The assigning Party shall notify the other Party in advance, in writing of any such assignment and the name and address of any Assignee. Notwithstanding the foregoing, Lessee shall have the right to assign its rights and obligations under this Agreement, without providing advance written notice (Lessee shall provide subsequent notice) and without the prior consent of Owner, to (i) any Lessee Affiliate, (ii) assignees whose net worth and financial strength are sufficient to meet all of Lessee's obligations under this Agreement and any Easement and who have experience operating or owning utility scale solar power generation projects, (iii) a Financing Party pursuant to Section 12, (iv) any Person or entity succeeding to all or substantially all of the stock or assets of Lessee, or (v) to a successor entity in a merger or acquisition transaction.

12. **Collateral Assignment.** Notwithstanding anything herein to the contrary, Lessee may collaterally assign this Agreement and the Solar Facilities to a Financing Party without the need for consent from Owner. Upon receipt of notice of the name and address of a Financing Party, Owner agrees to deliver any written notices of default to the Financing Party simultaneously with the delivery of such notices of default to Lessee. The Financing Party will have the right in its sole discretion, but not the obligation, (i) to enforce its lien and acquire title to all or any portion of the Solar Facilities by any lawful means, (ii) to take possession of and operate all or any portion of the Solar Facilities and to perform all obligations to be performed by Lessee under this Agreement, or to cause a receiver to be appointed to do so, (iii) to cure any defaults or breaches by Lessee within the time periods provided hereunder for Lessee plus an additional sixty (60) days in the case of an Event of Default under Section 15, and in order to succeed to the rights and obligations of Lessee under this Agreement shall not be required to cure any defaults by Lessee under Section 14 that by their nature are not capable of being cured by the Financing Party. Any such notices shall be sent to the Financing Party at the address specified in writing to Owner by Lessee or any Financing Party. Failure by Owner to give the Financing Party such notice shall not diminish the Financing Party's rights against Lessee but shall preserve all rights of the Financing Party to cure any default and to remove any property of Lessee located on the Premises.

If Owner has been notified of the existence of a Financing Party, Owner will not agree to any amendment, modification or voluntary termination of this Agreement without the prior written consent of the

Financing Party. Owner agrees that, upon foreclosure (or assignment in lieu of foreclosure) of its mortgage or security interest in the Solar Facilities, the Financing Party may succeed to the rights and obligations of Lessee under this Agreement and thereafter, without Owner's consent, to assign or transfer all or any portion of the Solar Facilities to a third party. The Financing Party will be responsible for performance of Lessee's obligations after it succeeds to Lessee's interests under this Agreement but shall have no further liability hereunder after it assigns such interests to a third party.

If this Agreement is rejected or disaffirmed by Lessee pursuant to bankruptcy law or other law affecting creditor's rights and within ninety (90) days after such event any Financing Party shall have arranged to the reasonable satisfaction of Owner for performance of Lessee's obligations under this Agreement, then Owner shall execute and deliver to such Financing Party or to a designee of such Financing Party a new agreement which (i) shall be for a term equal to the remainder of the Lease Term before giving effect to such rejection or termination; and (ii) shall contain the same covenants, agreements, terms, provisions and limitations as this Agreement.

An assignment by either Party in accordance with this Section 12 shall, provided that assignee assumes the assignor's obligations under this Agreement, relieve the assignor of its obligations hereunder, except with respect to undisputed payments due by the assignor as of the effective date of the assignment, which obligations shall be performed by assignor or assignee as a condition precedent to such assignment.

The provisions of this Section 12 shall survive the termination, rejection or disaffirmation of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 12 were a separate and independent contract made by Owner, Lessee and each Financing Party. Lessee's Financing Parties shall be express third party beneficiaries of this Section 12.

13. Subdivision/Separation. In order to satisfy the financing and transactional requirements of separate lenders and power purchasers of the Solar Facilities, Lessee may, subject to applicable law, (i) subdivide the leasehold estate and all rights and obligations of Lessee granted hereby into separate leasehold estates (the "**Subdivided Leaseholds**"), referencing specific portions of the Property to be included in each Subdivided Leasehold; and (ii) assign each Subdivided Leasehold to a single purpose limited liability company or legal entity that will own the Solar Facilities located within the Subdivided Leasehold. In lieu of such subdivisions, at the request of Lessee, Owner and Lessee will (i) amend this Agreement to remove portions of the Leased Property other than that required for the initial Solar Facilities; and (ii) execute one or more separate leases with respect to such removed portions of the Property, each in form and substance materially identical to this Agreement (with such changes as shall be necessary to reflect such removal). In order to comply with the separate financial and security requirements of separate Solar Facilities, the segregated leasehold estates will not be subject to cross defaults with each other, allowing each lessee and its Leasehold Mortgagee to enjoy quiet title to their respective leasehold rights and interests regardless of any default of another lessee. Owner shall at any time and from time to time, within fifteen (15) days after a written request by Lessee execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete the transactions herein provided and to carry out the terms and provisions of this Section 13. Lessee agrees to reimburse Owner for attorney's fees incurred with respect to a Subdivided Leasehold, amended Agreement or new lease by Lessee under this Section 13 up to an amount not to exceed \$2,500. Lessee shall reimburse Owner within ten (10) days of Lessee's receipt of executed Agreement documents requested by Lessee and appropriate invoices for the attorney's fees incurred by Owner.

14. Default/Remedies.

14.1 Default. Subject to the rights of Financing Parties as provided in Section 12, each of the following events shall constitute an “**Event of Default**” by a party and shall permit the non-defaulting party to terminate this Agreement and/or pursue all other appropriate remedies:

(a) Failure to Pay. The failure or omission by either party to pay amounts required to be paid thereby when due hereunder, and such failure or omission has continued for thirty business (30) days after receipt of written notice from the other party;

(b) Failure to Perform. The failure or omission by either party to observe, keep or perform any of the other terms, agreements or conditions set forth in this Agreement, and such failure or omission has continued for sixty (60) days (or such longer period as may reasonably be required to cure such failure or omission, provided that cure has commenced and such party is diligently proceeding to complete such cure) after written notice from the other party; or

(c) Bankruptcy. A party files for protection or liquidation under the bankruptcy laws of the United States or any other jurisdiction or has an involuntary petition in bankruptcy or a request for the appointment of a receiver filed against it, and such involuntary petition or request is not dismissed within one hundred twenty (120) days after filing.

14.2 Remedies. Upon the occurrence of an Event of Default by Lessee, subject to the rights of any Leasehold Mortgagees as set forth in Section 12, Owner may, at its option, and in addition to and cumulatively of any other rights Owner may have at law or in equity or under this Agreement, [REDACTED]

15. Removal. Lessee shall exercise commercially reasonable efforts to remove any above grade Solar Facilities from the Property by the termination of this Agreement. All Property disturbed by Lessee shall be restored to a condition reasonably similar to its condition as of the Effective Date (Lessee shall have no obligation to restore buildings or other improvements Lessee is authorized to demolish or remove pursuant to this Agreement related to its use of the Property for the Solar Facilities). If Lessee fails to remove such Solar Facilities and to so restore the Property to a condition reasonably similar to its condition as of the Effective Date, Lessee shall thereafter continue to pay Rent hereunder until such removal and restoration work is completed on a monthly basis in an amount equal to the then annual Rent divided by 12 and multiplied by the percentage of the Property on which such removal and restoration work has not been completed as of the first day of each such month. If Lessee fails to complete the removal and restoration within twelve (12) months of the termination of the Agreement, or such longer period as Owner may provide by extension, Owner may do so, in which case Lessee shall reimburse Owner or Owner may draw upon the payment bond or letter of credit provided for in Section 16 below for the reasonable, direct and documented costs of removal and restoration incurred by Owner.

16. Reclamation Estimate and Bond. Within sixty (60) days after the start of the Operation Term, Lessee shall deliver a copy of the Reclamation Estimate to Owner. No later than three (3) years prior to the earlier of the expiration of the Term, Lessee shall deliver to Owner a payment bond or an irrevocable, stand-by letter of credit issued by a credit worthy bonding company or financial institution, as applicable,

for the amount of the Reclamation Estimate; provided that if pursuant to applicable law, Lessee has provided to any governmental agency other financial assurance for restoration of the Property (the proceeds of which are required to be applied to the restoration of the Property in the event Lessee otherwise fails to do so), Lessee shall be obligated to provide to Owner a payment bond or letter of credit only for the excess of the amount of the Reclamation Estimate over the amount of the financial assurance provided to such governmental agency. Any payment bond or letter of credit required to be issued to Owner shall be released and returned to Lessee upon Owner's reasonable satisfaction that removal and restoration obligations under this Agreement have been fulfilled. If Lessee provides notice to Owner exercising its right to renew the Agreement, prior to or on one (1) year prior to the expiration of the Term or an Extended Term as applicable, Lessee's obligation to provide the Reclamation Estimate and payment bond or letter of credit shall be deferred until three (3) years prior to the earlier of the expiration of the Extended Term.

17. **Force Majeure.** If performance of the Agreement or of any obligation hereunder and/or Lessee's ability operate the Solar Facilities and to transmit and sell power therefrom to a third party purchaser is prevented, interfered or hindered by reason of an event of Force Majeure, the affected Party, upon giving notice to the other Party, shall be excused from such performance, and/or with respect to an event preventing, interfering or hindering Lessee's ability to operate the Solar Facilities and/or to transmit and sell power, the Rent payment obligation shall be abated, to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid, remove or repair such causes of nonperformance and shall continue performance hereunder whenever such causes are removed.

18. **Condemnation.** In the event the Leased Premises or Property are transferred to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Lessee's determination to render the Premises unsuitable for Lessee's use or to negatively impact the access to the Premises, Lessee shall have the right to terminate this Agreement immediately upon notice to Owner. If, following a condemnation, there exists a remaining portion of the Property that is suitable for the System and the leasing of such area to Lessee shall not materially impact Owner's operations on the Property in Owner's reasonable discretion, Lessee shall have an option to lease such portion of the Property on the same terms and conditions as this Agreement for the balance of the Operation Term or Extended Term, as applicable. Lessee shall exercise such option within ninety (90) days of a transfer of the Premises to the condemning authority. Sale to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation under this Agreement. In the event of an award related to eminent domain or condemnation of all or part of the Premises, each Party shall be entitled to take from such award that portion as allowed by law for its respective property interest appropriated as well as any damages suffered thereby.

19. **Miscellaneous.**

19.1 **Confidentiality.** Owner will maintain in strict confidence, for the sole benefit of Lessee, the existence and the terms of this Agreement and the transactions contemplated herein, including but not limited to any business plans, financial information, technical information regarding the design, operation, maintenance of the System; *provided, however,* Owner may disclose this Agreement and the transactions contemplated herein to Owner's affiliates, subsidiaries, attorneys, consultants or other agents or professional advisors, or as required by law.

19.2 Successors and Assigns/Runs with the Land. The Agreement shall inure to the benefit of and be binding upon Owner and Lessee and their respective heirs, transferees, successors and assigns with respect to the Property and the Agreement, and all persons claiming under them. Owner agrees that this Agreement and all easements granted hereunder shall run with the Property and/or the Leased Premises and survive any transfer of all or any portion of the Property and/or the Leased Premises.

19.3 Notices. All notices under this Agreement shall be made in writing to the Addresses for Notices specified on the Term Sheet. Notices shall be delivered by hand delivery, regular overnight delivery service (by a recognized courier), registered or certified mail return receipt requested, or email. Email notices shall require confirmation of receipt. Notices shall be deemed to have been received when delivered as shown on the records or manifest of such courier, delivery service or the U.S. Postal Service. Rejection or refusal to accept delivery of any notice shall be deemed to be the equivalent of receipt of any notice given hereunder. A Party may change its address by providing written notice of the same in accordance with the provisions of this Section 19.3. Failure to comply strictly with the terms of this provision shall not be held against the Party claiming to have given notice so long as such Party substantially complied with this provision and can demonstrate that the notice in question was received.

19.4 Entire Agreement. This Agreement, including the Term Sheet and all exhibits, represents the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and therein and supersedes all prior written or oral negotiations, representations, communications and agreements between said parties with respect to said subject matter. This Agreement may be amended only in writing signed by both Lessee and Owner or their respective successors in interest. Owner and Lessee each acknowledge that in executing this Agreement that Party has not relied on any verbal or written understanding, promise, or representation which does not appear in this document.

19.5 Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the laws of the State where the Property is located. All disputes and claims arising from this agreement shall be litigated in federal or state courts having jurisdiction over the subject matter of the litigation in the courts of the State of Kentucky. The Parties consent to the exclusive jurisdiction of the state and Federal courts situated in the State of Kentucky. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. The prevailing Party in any action or proceeding for the enforcement, protection or establishment of any right or remedy under 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.

19.6 Partial Invalidity or Unintended Consequence, Requirement to Cure. If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Agreement; *provided, however*, that the Parties shall work together in good faith to modify this Agreement as necessary to retain the intent of any such severed clause. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement or any Access/Gen-Tie Easement be longer than the longest period permitted by applicable law. The Development Term of this Agreement shall be construed as an "option" and not a "lease" under the laws of the state where the Property is situated.

19.7 Tax and Renewable Energy Credits. If under applicable law, the holder of the Agreement becomes ineligible for any tax credit, renewable energy credit, environmental credit or any other benefit or incentive for renewable energy established by any local, state or federal government, then, at Lessee's option, Owner and Lessee shall exercise good faith and negotiate an amendment to this Agreement or replace it with a different instrument so as to convert Lessee's interest in the Property to a substantially similar interest that makes Lessee eligible for such credit, benefit or incentive.

19.8 Notice of Owner's Intent to Sell the Property. Should Owner decide to sell the Property to a third party (excluding family members), Owner shall allow Lessee to make an offer to purchase the Property by notifying Lessee in writing and allowing Lessee thirty (30) days to may make a written offer to purchase the Property. Owner is obligated to provide such notice to Lessee prior to offering the Property to a third party (excluding family members). If Owner accepts Lessee's offer, all costs and expenses of the sale including attorney's fees, recording fees, and any and other costs attributable to the preparation of the warranty deed, title certificate, abstract and any other closing documents shall be paid by Lessee. If Lessee declines to make an offer to purchase the Property, Lessee will deliver to Owner their response to owner within this thirty (30) day period. If Owner declines Lessee's offer to purchase the Property, Owner will be free to sell the property to a third property upon terms and conditions that are materially no less favorable than are set forth in Purchaser's offer, with such Purchaser taking subject to this Agreement.

19.9 Waiver of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY, OR ITS AFFILIATES OR ITS AND THEIR RESPECTIVE DIRECTORS, MANAGERS, OFFICERS, SHAREHOLDERS, PARTNERS, MEMBERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES, BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF, RELATE TO, OR ARE OTHERWISE ATTRIBUTABLE TO THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF DUTIES HEREUNDER.

19.10 Further Assurances. Each Party shall, whenever reasonably requested by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete the transactions herein provided and to carry out the terms and provisions of this Agreement. Owner shall also execute any estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or otherwise reasonably requested by Lessee.

19.11 Time is of the Essence. Time is of the essence with respect to the performance of every provision of this Agreement (subject to any applicable cure periods set forth herein).

19.12 No Partnership. This Agreement is not intended and shall not be construed to create any partnership or joint venture or any other relationship other than one of 'owner/lessor' and 'lessee' and 'grantor' and 'grantee', and neither Party shall be deemed the agent of the other Party nor have the authority to act as agent for the other Party.

19.13 Survival. In addition to those provisions specifically identified as surviving the termination of this Agreement, provisions of this Agreement that should reasonably be considered to survive termination of this Lease shall also survive.

19.14 Counterparts. This Agreement may be executed in any number of counterparts, which shall together constitute one and the same agreement. Each Party agrees that signatures transmitted by facsimile or electronically shall be legal and binding and have the same full force and effect as if an original of this Agreement and had been delivered and hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

SIGNATURES TO FOLLOW ON NEXT PAGES

Confidential
michael.reiley@bp.com
2021-07-13 10:09:43 -0500

IN WITNESS WHEREOF, Owner and Lessee, individually or through duly authorized representatives, hereby, execute this Agreement and certify that they have read, understand and agree to the terms and conditions of this Agreement.

OWNER

By: Marion K. Hayden
Marion K. Hayden

Karolyn S. Hayden

By: Marion K. Hayden, PPA
Karolyn S. Hayden

Date: 6-25-20

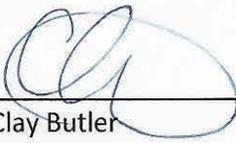
Phone: 

Email: 

Confidential
michael.reiff@ppa-030
2021-07-13

LESSEE

TELESTO Energy Project LLC,
a Texas limited liability company

By: 
Name: Clay Butler
Title: President

Date: 8/7/20

Phone: 512/992-0439
Email: real.estate@7x.energy

Confidential
michael.reiley@bp.com
2021-07-13 10:09:43 -0500

EXHIBIT A

DEFINITIONS:

"Access and Utility Easements" has the meaning set forth in Section 3.3(a).

"Access Property" has the meaning set forth in Section 3.3(a).

"Additional Rights" has the meaning set forth in Section 8.12.

"Assignee" has the meaning set forth in Section 11.

"Term Sheet" means the second page of this Agreement.

"Development Term" has the meaning set forth in Section 2.1.

"Development Term Expiration Date" has the meaning set forth in Section 2.1.

"Development Term Rent" has the meaning set forth in Section 4.1.

"Effective Date" has the meaning set forth in the first paragraph of this Agreement.

"Environmental Claims" has the meaning set forth in Section 10.

"Environmental Law" means and includes, without limitation, any present or future federal, state or local law, whether under common law, statute, rule, regulation or otherwise, requirements under permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directive or other requirements of any Governmental Authority relating to or imposing liability or standards of conduct, disclosure or notification with regard to the protection of human health, the environment, ecological conditions, Hazardous Substances or any activity involving Hazardous Substances.

"Event of Default" has the meaning set forth in Section 14.1.

"Extended Term" has the meaning set forth in Section 3.2.

"Financing Party" means, as applicable (i) any Person (or its agent) from whom Lessee (or a Lessee Affiliate) leases the Solar Facilities or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide capital to Lessee (or a Lessee Affiliate) with respect to the Solar Facilities. Lessee shall provide written notice to Owner of, and the contact information for, any Financing Party.

"Force Majeure" means fire, earthquake, flood, explosions, lightning or other casualty or accident; epidemics; strikes or labor disputes; war, civil strife or other violence; power failures or power surges, vandalism, theft, terrorism, the unauthorized cutting of power, transmission or other lines, wires or cables to solar equipment, any law, order, proclamation, regulation, ordinance, action, demand or requirement or changes in law or applicable regulations subsequent to the date hereof of any government agency or utility; or any other act or condition beyond the reasonable control and without the fault or negligence of the Party claiming Force Majeure.

“Governmental Authority” means any federal, state, regional, county, town, city or municipal government, whether domestic or foreign, or any department, agency, bureau or other administrative, regulatory or judicial body of any such government.

“Hazardous Substances” means and includes, without limitation any substance, chemical, material or waste: (i) the presence of which causes a nuisance or trespass of any kind under any applicable Environmental Law; (ii) which is regulated by any Governmental Authority; (iii) is likely to create liability under any Environmental Law because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment, natural resources or human health and safety, including but not limited to, flammables and explosives, gasoline, petroleum and petroleum products, asbestos containing materials, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, microbial matter, biological toxins, mycotoxins, mold or mold spores or any hazardous or toxic material, substance or waste which is defined by those or similar terms or is regulated as such by any Governmental Authority; or (iv) which is designated, classified, or regulated as being a hazardous or toxic substance, material, pollutant, waste (or a similar such designation) under any federal, state or local law, regulation or ordinance, including under any Environmental Law.

“Leased Premises” has the meaning set forth in Section 2.1.

“Lessee” has the meaning set forth in the first paragraph of this Agreement.

“Lessee Taxes” has the meaning set forth in Section 6.1.

“Lessee Affiliate” means an entity controlling, controlled by, or under common control with Lessee, and a Leasehold Mortgagee shall include any agent, security agent, collateral agent, indenture trustee, loan trustee, loan participant or participating or syndicated lenders involved in whole or in part in such financing, and their respective representatives, successors and assigns.

“Memorandum” has the meaning set forth in Section 1.

“Net Acreage” means the total gross acreage of the Leased Premises less the total acreage subject to third party surface rights (such as third party easement or right of way rights) or any condemnation action or proceeding such that it is not suitable for the installation of solar facilities.

“Operation Term Commencement Date” has the meaning set forth in Section 2.1.

“Operation Term Commencement Notice” has the meaning set forth in Section 2.1.

“Operation Term” has the meaning set forth in Section 3.1.

“Operation Term Expiration Date” has the meaning set forth in Section 3.1.

“Operation Term Rent” has the meaning set forth in Section 4.2 (and as set forth on Exhibit D).

“Owner” has the meaning set forth in the first paragraph of this Agreement.

“Party” or **“Parties”** has the meaning set forth in the first paragraph of this Agreement.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other person or entity, and any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

“Property” has the meaning set forth in the Recitals.

“Purpose” has the meaning set forth in the Recitals.

“Reclamation Estimate” means a good faith estimate of the total cost to remove all Solar Facilities and improvements made by or on behalf of Lessee and to restore any changes made to the Property by Lessee to the condition required by applicable law and by Section 16.

“Remainder Property” has the meaning set forth in Section 3.3(b).

“Rent” has the meaning set forth in Section 4.

“Solar Easements” has the meaning set forth in Section 3.3(b).

“Solar Easement Instruments” has the meaning set forth in Section 3.3(b).

“Solar Facilities” means solar energy collection and electrical generating and storage equipment of all types including, without limitation, any such equipment utilizing photovoltaic, energy storage, and/or solar thermal technology, overhead and underground electrical and communications lines, electric transformers, telecommunications equipment, roads, meteorological towers and solar energy measurement and storage equipment, control buildings, operations and maintenance buildings, maintenance yards, substations, switchyards, and related facilities and equipment.

“Subdivided Leaseholds” has the meaning set forth in Section 13.

“Survey” has the meaning set forth in Section 2.4.

“Term” has the meaning set forth in Section 3.2.

“Termination Notice” has the meaning set forth in Section 2.1.

EXHIBIT B

All that real property situated in Hardin County, State of Kentucky, described as follows:

PARCEL 1:

Parcel ID # 167-00-00-008

211.4 acres, more or less

On the Illinois Central Railroad, a short distance North of Cecilia, bounded as follows:

The Westerly 211.4 acres divided by a strip of woods and a waterway of the following parcel and as depicted on Exhibit A-1 included herein:

Beginning at a stone on the East side of a road and at the turn of said road, also being in J. Hazlip line, and being the southeast corner; thence North 35 degrees West 29.9 chains to a stone on South side of another rock surfaced road; South 54 1/2 degrees West .33 of a chain to a stone: North 35 degrees West 15 chains to a stone; North 54 1/2 degrees East .33 of a chain to a stake or stone; North 35 degrees West 13.4 chains to a stone; North 72 degrees West 9.15 chains to a stone; South 76 degrees West 9.35 chains to a stone, crossing I.C. Railroad at 2.75 chains at center line; North 34 1/2 degrees West 5.2 chains to a gum, an old original corner; South 87 1/2 degrees West 32 chains to a stone in center line of a road; North 10 1/2 degrees West 37 chains to a stone in center line of said road; North 82 1/2 degrees East 32.45 chains to a stake; South 37 1/2 degrees East 8.125 chains to a stone on west side of I. C. Railroad; North 63 3/4 degrees East 38.25 chains to a stake, 4.4 chains South 63 3/4 degrees East from a black jack oak near where an old road turns; South 59 degrees East 7.9 chains to a stake; South 36 degrees 35 minutes East 18.45 chains to an iron rod on north side of a branch and passing Rudolf Wolfs corner at 22.15 chains; South 31 degrees 25 minutes West (old call South 32 1/2 degrees West) 7 chains to an iron rod on East side of a branch and on the southwest side of a large sycamore tree; South 41 degrees 35 minutes East (Old call South 42 1/2 degrees West) 25.18 chains to a stone by a post oak tree and on the north side of a rock surface road; thence with road North 48 degrees East 3/4 chains to a stone on north side of said road; South 45 1/2 degrees East 40.5 chains to a stake on North side of The Elizabethtown & Hodgenville Railroad; thence with said Railroad South 72 degrees West 24.7 chains to a stake on North side of said Railroad; South 16 degrees East 3 chains to a stake; South 46 degrees West 55:3 chains to the beginning, containing 671.1 acres more or less, but there is excluded therefrom that part of the land above described conveyed to the Illinois Central Railroad Company by Jacob B. Hayden and Mary A. Hayden, his wife, by Deed dated June 21, 1960, and recorded in Deed Book 166, page 292, which is further described as follows: A parcel of land 17 feet wide, lying easterly of and adjoining the easterly line of the Illinois Central Railroad Company's 66 foot wide right-of-way near Cecilia, Kentucky; more particularly, described as follows: BEGINNING at a point in said Railroad Company's present easterly right-of-way line at a distance of approximately 1136 feet northerly from mile post L-46, as measured along the center line of main track, as now located and 33 feet easterly therefrom, measured at a right angle thereto; thence South 11 degrees 38 minutes east along said easterly right-of-way line parallel with and 33 feet perpendicularly distant easterly from said center line of main track 1956.8 feet to a point in the common property line between Jacob Hayden and Martin Castile; thence North 84 degrees 52 minutes east along said common property line 17.1 feet; thence North 11 degrees 38 minutes West parallel with and 50 feet perpendicularly distant easterly from said center line of main tract 1958.7 feet; thence westerly at a right angle 17 feet to the point of the beginning, containing an area of 0.76 of an acre, more or less. Subject to the rights of the public and others entitled thereto to the use of that portion of insured premises lying within any roads; subject to right-of-way to Mid-Valley Pipe Line Company dated July 10,

1949, and recorded in Deed Book 128, page 219, and subject to right-of-way to E. P. Railroad Company dated August 7, 1873, and recorded in Deed Book 115, page 480, both in the Office of the Clerk of the Hardin County Court.

Being the same property conveyed unto JACOB B. HAYDEN, JR. and MARION K. HAYDEN, husband and wife, from MARY H. HAYDEN, widow, ELIZABETH L. HAYDEN, single; MARTHA HAYDEN DANIS and ANTHONY DANIS, her husband; HANNAH HAYDEN GOLDSMITH and JAMES GOLDSMITH, her husband; DAVID R. HAYDEN, single, by Deed dated September 13, 1976 and recorded October 4, 1976 in Deed Book 299 Page 156, in the office of the Hardin County Clerk.

LESS THE FOLLOWING OFF-CONVEYANCE:

Beginning at an iron pin set corner to Elta Castile, D.B. 193 Pg. 111 and on the south side of Hayden School Road, thence N 34°03'44" W 21.22' to the center line of Hayden School Road, thence N 36°23'06"E 71.66', thence N 31°29'38" E 445.61' said point being N 58°37'35" W 20.00' from a witness iron pin set, thence continuing with Hayden School Road N 31°15'12" E 339.09', thence N 31°20'32" E 214.47', thence N 31°05'17" E 335.19', thence N 31°55'25" E 86.89', thence N 33°02'33" E 76.35', thence N 34°52'37" E 70.03'; said point being N 41°04' 23" W 20.00' from a witness iron pin set, thence continuing with Hayden School Road thence N 39°26' 16" E 77.81', thence N 43°16'36" E 68.79', thence N 47°18'06" E 84.96', thence N 50°33'08" E 261.72', thence N 50°18'48" E 129.72', thence N 49°53'16" E 125.17', thence N 49°19'37" E 74.10', thence N 49°00'32" E 216.58'; said point being N 40°46'51" W 20.00' from a witness iron pin set, thence continuing with Hayden School Road thence N 49°25'46" E 1300.52', thence N 49°38'18" E 526.21', thence N 49°50'21" E 266.55', thence N 50°05'36" E 151.53', thence N 51°37'56" E 72.14', thence leaving Hayden School Road S 45°15'19" E 20.15' to an iron pin set corner to James Crutcher, D.B. 326, Pg. 66, thence with the line of James Crutcher S 45°15'19" E 332.07' to an iron pin set corner to Mary Hayden, D.B. 707 Pg. 332, thence with the line of Mary Hayden S 45°15'19" E 1018.46' to an iron pin set corner to Elizabethtown Airport Board, D.B. 1084, Pg. 739, thence with the line of Elizabethtown Airport Road S 55°15'12" W 1312.78' to an iron pin set, thence S 43°16'21" E 906.57' to an iron pin set in the north R/W line of Paducah Louisville Railroad, thence with the north R/W line of Paducah Louisville Railroad S 71°36' 33" W 1045.54', thence S 71°26'19" W 53.58', thence S 70°55'35" W 51.25', thence S 70°15'36" W 53.24', thence S 68°58'48" W 52.31', thence S 68°17'44" W 42.58' thence S 67°14'42" W 62.94', thence S 66°06'20" W 60.18', thence S 64°44'00" W 52.93, thence S 63°49'37" W 52.76', thence S 62°54'48" W 55.39', thence S 61°35'29" W 54.71', thence S 60°36'26" W 50.77', thence S 59°53'31" W 51.34', thence S 58°35'15" W 53.46', thence S 57°46'51" W 55.19', thence S 56°13'35" W 56.09', thence S 55°04'42" W 54.84', thence S. 54°06'52" W 55.60', thence S 52°42'59" W 55.23', thence S 52°03'13" W 56.82', thence S 51°31'46" W 1854.97' to an iron pin set corner to Mary Hayden, D.B. 790 Pg. 278, thence with the line of Mary Hayden N 34°05'53" W 432.56' to an iron pin set corner to Elta Castile, thence with the line of Elta Castile N 34°03' 44" W 487.09' to the point of beginning and containing 168.759 acres as per survey by C. E. Fence, K.L.L.S. #2032 and dated April 3, 2007.

Being the same property conveyed unto MARY ALICE HAYDEN, widow, from MARION K. HAYDEN and KAROLYN HAYDEN, husband and wife, by Deed dated May 2007 and recorded June 7, 2007 in Deed Book 1229 Page 508, in the office of the Hardin County Clerk.

PARCEL 2:

Parcel ID # 146-00-00-022

124.200 acres, more or less

A tract of land near Cecilia, Kentucky, known as part of College farm and bounded as follows: Beginning at a stake in center of College road; thence with a line of Gardner's land S 80 W 101 1/5 poles to Gatton's line; thence N 15 1/4 W 167 poles to a red oak; thence N 38 W 19 4/5 poles to a stake by a small sycamore and black oak pointers; thence N 78 1/2 E 120 1/5 poles to a stake in College road; thence with the same S 11 1/2 E 188 poles to the beginning, containing 124 acres, more or less.

The following described property is an ingress and egress easement across a tract of land that was previously owned by Joe Thompson. The hereinafter described ingress and egress easement is for the purposes of allowing the second parties access to the property herein conveyed and said easement shall be in perpetuity over, under, and through the following described real estate located in Hardin County, Kentucky, and more particularly described as follows:

The point of beginning is a point in the north r/w of Ky. Hwy. 253 (Bethlehem Academy Road), said point is south 46 degrees 00 minutes 00 second east a distance of 10.01 feet from an existing iron pin the most southern corner of the Lee Fowler property (D.B. 761, pg. 562), thence along the center of the 20' ingress and egress easement parallel and 10' from the south eastern line of the fowler property, said line is crossing the tract of land previously owned by Joe Thompson

North 45 degrees 53 minutes 30 seconds east for a distance of 233.01 feet to a point, thence continuing with the center of the 20' ingress and egress easement crossing the tract of land previously owned by Joe Thompson for fifty calls;

North 48 degrees 2 minutes 1 seconds East for a distance of 286.83 feet TO A POINT THENCE
North 48 degrees 11 minutes 0 seconds east for a distance of 47.75 feet TO A POINT, THENCE
North 52 degrees 2 minutes 48 second east for a distance of 50.00 feet TO A POINT, THENCE
North 64 degrees 16 minutes 33 seconds east for a distance of 27.78 feet TO A POINT, THENCE
South 50 degrees 2 minutes 0 seconds East for a distance of 20.39 feet TO A POINT, THENCE
South 26 degrees 27 minutes 18 seconds East for a distance of 26.74 feet TO A POINT, THENCE
South 28 degrees 49 minutes 55 seconds East for a distance of 18.08 feet TO A POINT, THENCE
South 42 degrees 54 minutes 24 seconds East for a distance of 15.36 feet TO A POINT, THENCE
South 65 degrees 54 minutes 42. seconds East for a distance of 21.44 feet TO A SET IRON PIN, THENCE
North 84 degrees 27 minutes 7 seconds East for a distance of 18.28 feet TO A POINT, THENCE North 63
degrees 28 minutes 21 seconds East for a distance of 27.17 feet TO A PONT, THENCE North 56 degrees
44 minutes 25 seconds East for a distance of 45.22 feet TO A POINT, THENCE North 71 degrees 25
minutes 53 seconds East for a distance of 20.75 feet TO A PONT, THENCE North 88 degrees 34 minutes
24 seconds East for a distance of 23.63 feet TO A POINT, THENCE South 65 degrees 50 minutes 34
seconds East for a distance of 34.90 feet TO A POINT, THENCE South 46 degrees 50 minutes 31 seconds
East for a distance of 106.88 feet TO A POINT, THENCE South 46 degrees 26 minutes 35 seconds East for
a distance of 140.04 feet TO A POINT, THENCE South 49 degrees 47 minutes 50 seconds East for a
distance of 50.16 feet TO A POINT, THENCE South 53 degrees 39 minutes 52 seconds East for a distance
of 42.01 feet TO A POINT, THENCE South 63 degrees 10 minutes 56 seconds East for a distance of 26.75
feet TO A POINT, THENCE South 78 degrees 3 minutes 12, seconds East for a distance of 32.45 feet TO A
POINT, THENCE North 88 degrees 27 minutes 23 seconds East for a distance of 24.25 feet TO A POINT,
THENCE North 85 degrees 27 minutes 46 seconds East for a distance of 94.32 feet TO A POINT, THENCE
North 88 degrees 57 minutes 30 seconds East for a distance of 118.46 feet TO A POINT, THENCE South
88 degrees 26 minutes 34 seconds East for a distance of 54.29 feet TO A POINT, THENCE South 81
degrees 57 minutes 5 seconds East for a distance of 46.32 feet TO A POINT, THENCE South 75 degrees
10 minutes 3 seconds East for a distance of 76.54 feet TO A POINT, THENCE South 71 degrees 22

minutes 35 seconds East for a distance of 47.42 feet TO A POINT, THENCE South 71 degrees 26 minutes 59 seconds East for a distance of 35.34 feet TO A PONT, THENCE South 74 degrees 58 minutes 17 second East for a distance of 48.12 feet TO A POINT, THENCE South 78 degrees 51 minutes 23 seconds East for a distance of 23.54 feet TO A POINT, THENCE North 89 degrees 46 minutes 55 seconds East for a distance of 21.34 feet TO A PONT, THENCE North 70 degrees 1 minutes 33 seconds East for a distance of 22.88 feet TO A POINT, THENCE North 45 degrees 57 minutes 56 seconds East for a distance of 21.56 feet TO A POINT, THENCE North 24 degrees 20 minutes 41 seconds East for a. distance of 22.15 feet TO A POINT, THENCE North 23 degrees 26 minutes 59 seconds East for a distance of 22.87 feet TO A PONT, THENCE North 29 degrees 29 minutes 29 seconds East for a distance of 20.69 feet TO A POINT, THENCE North 34 degrees 17 minutes 45 seconds East for a distance of 23.17 feet TO A POINT, THENCE North 31 degrees 36 minutes 26 seconds East for a distance. of 19.80 feet TO A POINT, THENCE North 12 degrees 22 minutes 15 seconds East for a. distance of 19.08 feet TO A POINT, THENCE North 1 degrees 10 minutes 50 seconds West for a distance of 25.63 feet TO A POINT, THENCE North 4 degrees 44 minutes 25 seconds West for a distance of 52.98 feet TO A POINT, THENCE North 8 degrees 16 minutes 22 seconds East for a distance of 9.21 feet TO A POINT, THENCE North 6 degrees 1 minutes 34 seconds East for a distance of 24.40 feet TO A POINT, THENCE North 1 degrees 2 minutes 31 seconds West for a distance of 45.87 feet TO A POINT, THENCE North 4 degrees 57 minutes 48 seconds West for a distance of 26.17 feet TO A POINT, THENCE North 6 degrees 0 minutes 25 seconds West for a distance of 58.37 feet TO A POINT, THENCE North 7 degrees 35 minutes 23 seconds West for a distance of 89.12 feet TO A POINT, THENCE North 1 degrees 55 minutes 51 seconds West for a distance of 21.72 feet TO A POINT, THENCE North 7 degrees 47 minutes 49 seconds East for a distance of approximately 11 feet to the western property line of another tract of land that was previously owned by Joe Thompson.

BEING the same property conveyed unto Jacob B. Hayden, Jr. and Mary Alice Hayden, husband and wife (an undivided one-half interest) and Marion K. Hayden and Karolyn S. Hayden, husband and wife (an undivided one-half interest) from John Thompson, et al, by Deed dated and recorded May 31, 1996 in Deed Book 843 Page 557, in the office of the Hardin County Clerk.

Jacob B. Haden died January 1, 2004 whereupon his interest in the subject property passed to his wife, Mary Alice Hayden, by terms of survivorship of deed referenced above. Being the same property conveyed by Mary Alice Hayden by Quit-Claim Deed dated and recorded June 7, 2007 Deed Book 1229 Page 515 and in Deed Book 1229 Page 521, in the office of the Hardin County Clerk.

EXHIBIT B-1



- Unleased Parcel
- Leased Area

Comma
michael.reille@...
2021-07-13 10:00
500

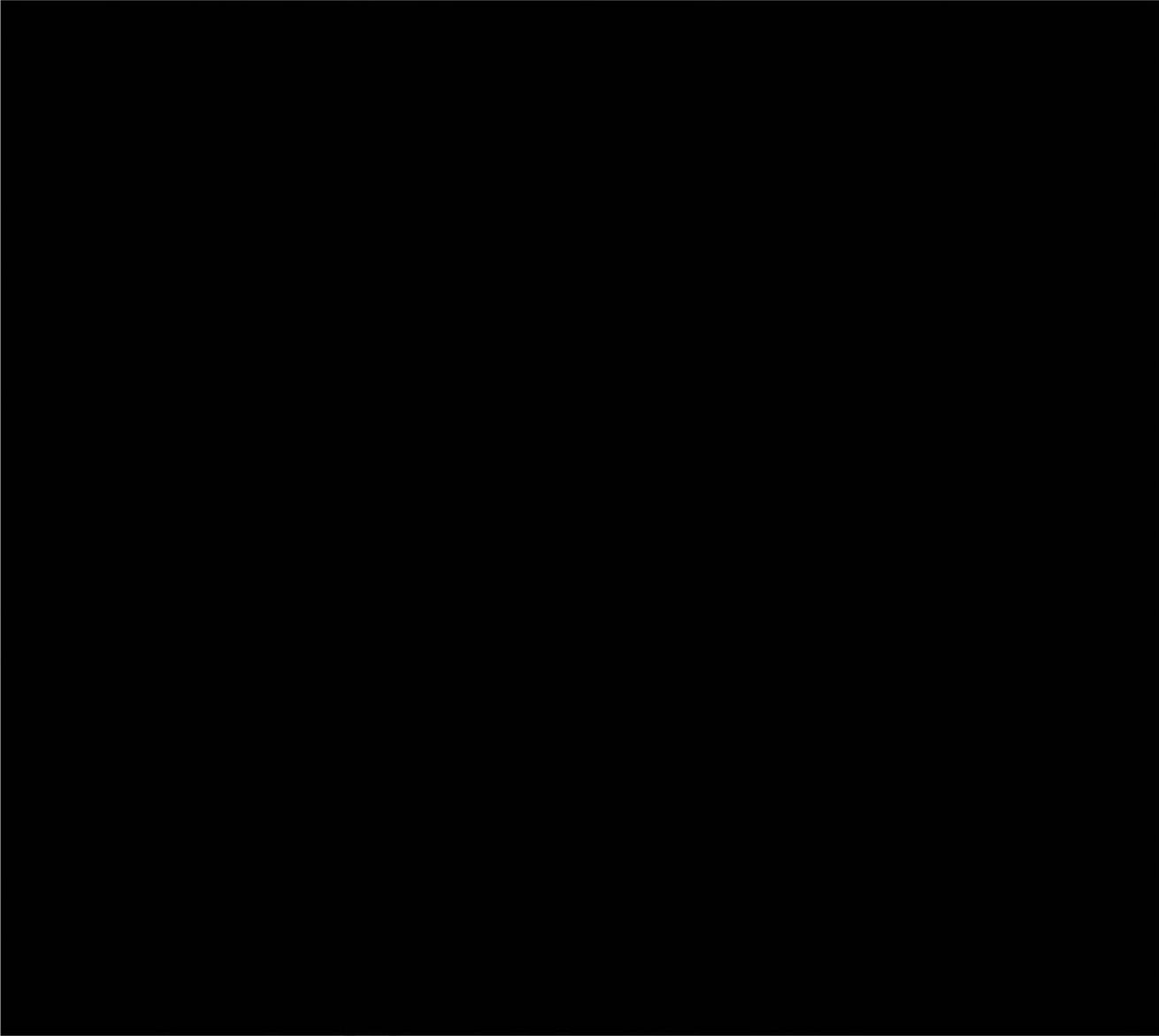
EXHIBIT C

OWNERS LIST OF KNOWN UNRECORDED LEASES/LIENS

Confidential
michael.reiley@bp.com
2021-07-13 10:09:43 -0500

EXHIBIT D

Operating Rent



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