

LEASE AGREEMENT

By and Between

METSLAND, LLC

As Owner

and

TELESTO ENERGY PROJECT, LLC
a Texas limited liability company

As Lessee

June 30, 2020

HARDIN COUNTY, KENTUCKY

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SOLAR EVOLVED

COVER SHEET

LEASE AGREEMENT

Effective Date:	<u>June 30, 2020</u>
Owner:	Metsland, LLC
Lessee:	Telesto Energy Project, LLC
Property:	Parcel ID's 167-00-00-006.02, 167-00-00-005 and 167-00-00-006.02; (leased operating Property shall be no less than 120 used acres) located in Hardin County, State of Kentucky, more particularly described on <u>Exhibit A</u> attached hereto.
Development Term Commencement Date:	[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

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 and Metsland, LLC (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 120 used 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.



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 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.

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
Metsland, LLC

By: Joyce Miller
Joyce Miller


By: Mary Jo Evans
Mary Jo Evans

Date: 26 June 2020

Phone: 
Email: 

Confidential
michael.rels@bbp.com
2021-07-13 13:43-0500

LESSEE
TELESTO Energy Project LLC
a Texas limited liability company

By: 
Name: Clay Butler
Title: President

Date: 30-6-20

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.

"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

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

Legal Description

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

PARCEL ONE:

71-9/10 acres, more or less

BEGINNING in the middle of a road running from the Elizabethtown-St. Johns Road to Cecilia, thence with a line of Francis Thomas' part in the division S 73 $\frac{3}{4}$ E 1046 feet to a post in Hays Burnett's line; thence with his lines, S 17 $\frac{3}{4}$ W 419 feet, S 35 $\frac{3}{4}$ W 1190 feet to the middle of the road; thence with the road N 45 $\frac{3}{4}$ W 564 feet to J.K. Miller's corner' thence with his line, N 62 $\frac{1}{4}$ W 1370 feet to Rudolph Wolf; thence with his lines, N 31 $\frac{3}{4}$ E 860 feet to ap post and N 44 W 578 feet to Bernard French's corner; thence with his line N 85 E 484 feet to Francis Thomas' part in the division, thence with lines, S 10 $\frac{1}{2}$ W 1753 feet and S 70 E 1006 feet to the beginning, containing 76-9/10 acres;

SAVE & EXCEPT, that 5 acre tract Being Lot 1 of Metsland Subdivision to Hardin County Kentucky, per Plat Cabinet 1, Sheet 5370 in the Office of the Hardin County Clerk, Elizabethtown, Kentucky. Being a portion of that property conveyed to the First Party by deed dated October 26, 2010 and recorded in Deed Book 1340, Page 979 in the Office of the Hardin County Clerk, Elizabethtown, Kentucky.

Parcel No. 1 is that property acquired by Joe Thomas by deed dated May 17, 1949 and recorded in Deed Book 127, Page 355 in the Office of the Hardin County Clerk, Elizabethtown, Kentucky and by deed dated July 24, 1948 and recorded in Deed Book 125, Page 382 in the aforeseaid Clerk's Office.

PARCEL TWO:

57 acres, more or less

BEGINNING at a black jack on Dry Branch, corner to J.B. Hayden; thence with his line up the branch N. 30 $\frac{1}{2}$ E 23 poles to a stake on the West bank of said branch; thence N. 37 $\frac{1}{2}$ W 12 poles to a stone in Hayden's field; thence N. 30 $\frac{1}{2}$ E 95 $\frac{1}{2}$ poles to a stone, Alvey's corner; thence with the Alvey line S 63 E. 82 $\frac{1}{2}$ poles to a stone; thence S 47 E. 21 poles to a stone, corner to Puckett; thence S. 48 W. 81 $\frac{1}{2}$ poles to a stone in C.T. Hayden's line; thence N. 72 $\frac{1}{2}$ W. 43 poles to a pond; thence S. 32 $\frac{1}{2}$ W. 49 $\frac{1}{4}$ poles to a corner in old survey and corner to C.T. Hayden; thence N. 42 $\frac{1}{2}$ W 26 $\frac{3}{4}$ poles to the beginning, containing 57 acres and 138 poles, more or less.

Parcel No. 2 is that property acquired by Joe Thomas and Eudean Thomas by deed dated December 11, 1952, and recorded in Deed Book 139, Page 247 in the Office of the Hardin County Court Clerk, Elizabethtown, Kentucky.

PARCEL THREE:

34 acres, more or less

BEGINNING at a stake in the middle of the road leading from Elizabethtown-St. Johns Road to Cecilia; thence S 17 $\frac{3}{4}$ E 394 feet to a stake, corner with Burnett; thence with Burnett line S 12 $\frac{1}{2}$ W 1293 $\frac{1}{2}$ feet

to a stake; thence S 17 ¼ W 178 feet to a post, Joe Thomas corner; thence with Joe Thomas line N 73 ¼ W 1046 feet to middle of aforeseaid road; thence with middle of said road in a northeasterly direction to the point of beginning, and containing 34 acres, more or less.

Parcel No. 3 is that property acquired by Joe Thomas and Eudean Thomas by deed dated September 21, 1958, and recorded in Deed Book 158, Page 370 in the Office of the Hardin County Court Clerk, Elizabethtown, Kentucky.

PARCEL FOUR:

61 acres, more or less

BEGINNING at a stake approximately 20 feet Southeast of a corner of the land of Louis Thomas and Robert Coakley, said stake lying on the East side of the Cecilia-Thomas Road, thence running parallel with the lines of Louis Thomas and A.C. Miller north 84 ½ E 1019 feet to a stake; thence S 81 ½ E 676 feet to a stake; thence S 45 E 657 feet to a stone and stake; thence S 38 W 1,790 feet to a stone and stake; thence N 53 W 1,239 feet to a stone; thence W 15 E 452 feet to a stone; thence N 16 ¾ W 719 feet to the point of beginning, containing 61 acres, more or less.

First Parties hereby retain a roadway not less than 20 feet in width adjoining the property herein conveyed, said roadway lying between the above described property and property owned by Louis Thomas and A.C. Miller.

A.C. Miller and Second Party are hereby granted the right of ingress and egress along the roadway retained by First Parties herein.

Parcel No. 4 is the property acquired by Joe Thomas and Eudean Thomas by deed dated April 8, 1971 and recorded in Deed Book 231, Page 650 in the Office of the Hardin County Clerk, Elizabethtown, Kentucky.

PARCEL FIVE:

2.30 acres, more or less

BEGINNING at a stake on the Cecilia Road and Corner to Hollow; thence with same N 67° W 247 feet to a stake in Miller's line; thence with same S 25° W 415 to stake, corner of Thomas; thence with same S 68° E 254 feet to a stake on the road; thence with the road N 21-½ ° E 200 feet; N 20° E 188 feet to the beginning, containing 2.30 acres, more or less.

Parcel No. 5 is that property acquired by Joe Thomas and Eudean Thomas by deed dated May 28, 1981 and recorded in Deed Book 420, Page 329 in the Office of the Hardin County Clerk, Elizabethtown, Kentucky.

But there is excepted from the above described properties that property conveyed by Maggie Eudean Thomas to Rick Taylor and Katherine Elizabeth Taylor, husband and wife, by deed dated August 27, 1993 and recorded in Deed Book 768, Page 153 in the aforesaid Clerk's Office.

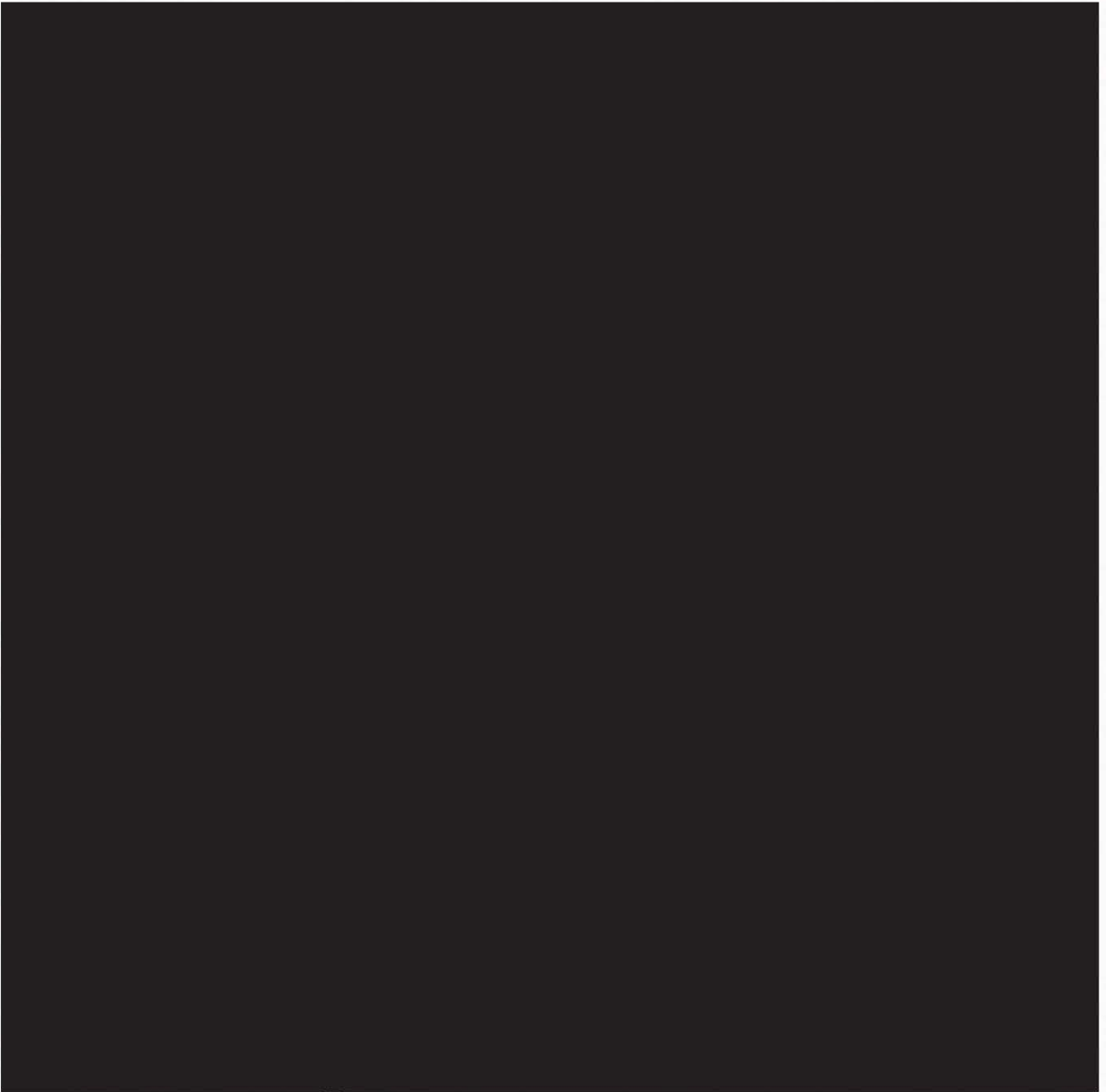
Maggie Eudean Thomas died testate a resident of Hardin County, Kentucky on August 24, 2009. Her Last Will and Testament is recorded in Will Book 33, Page 561 in the Office of the Hardin County Court Clerk and pursuant to that Her Last Will and Testament, Joyce Thomas Miller and Mary Jo Evans are the recipients of the above described real estate.

EXHIBIT C

OWNERS LIST OF KNOWN UNRECORDED LEASES/LIENS

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

EXHIBIT D



OPTION CONTRACT FOR SALE & PURCHASE OF REAL PROPERTY

THIS OPTION CONTRACT FOR SALE & PURCHASE OF REAL PROPERTY ("Contract") made and entered into this 26 day of February, 2021, by and between Diane A. Matherly Trust, under Agreement dated 3/26/99 by Diane A. Matherly, Trustee, whose address is 2120 Center, Bay City, Michigan 48708 Kevin Addington, a married man, whose address is 870 W. Park Road, Elizabethtown, Kentucky 42701, Sharon Bacon, a married woman, whose address is 4239 Towers Road, St. Charles, Missouri, 63304 and Jackie Addington, a single woman, whose address is 7 Stone Creek Park, Owensboro, Kentucky 42303 (hereinafter referred to as "Owners") and Telesto Energy Project, LLC, a Texas limited liability company (or their Successor), (hereinafter referred to as "Optionee"); whose principal address is 3809 Juniper Trace, Suite 100, Austin, TX 78738.

WITNESSETH:

WHEREAS, Owners are the fee simple owners of certain real property being, lying and situated in the Hardin County, State of Kentucky, such real property described in Exhibit "A" (the "Property") attached hereto and made a part hereof;

Subject to the term and conditions of this Contract, Optionee (or their successors or assigns) desires to procure a Contract for the Property from Owners upon the terms and provisions as hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties hereto and for the mutual covenants contained herein, Owners and Optionee hereby agree as follows:

1. DEFINITIONS. For the purposes of this Contract, the following terms shall have the following meanings:

- (a) "Effective Date" shall mean the day upon which the last party to this Contract shall duly execute this Contract;
- (b) "Option Exercise Date" shall mean that date, within the Option Term, upon which the Optionee shall send its written notice to Owners exercising its Option to Purchase;
- (c) "Closing Date" shall mean the last day of the closing term or such other date during the closing term selected by Optionee;
- (d) "Option Payment" shall mean the payment described in Section 3 below, secured by the Property encumbered under this Contract, payable as set forth in Section 3;
- (e) "Option Term" shall be for a period of 30 months commencing on the Effective Date herein and ending on or before midnight, February 26, 2023;

2. GRANT OF OPTION.

[REDACTED]

[REDACTED]

[REDACTED]

5. CONTRACT FOR PURCHASE & SALE OF REAL PROPERTY. In the event that the Optionee exercises its exclusive Option as provided for in the preceding paragraph, Owners agree to sell and Optionee agrees to buy the Property and both parties agree to the following terms and conditions for such purchase and sale of the Property.

(a) Purchase Price. [REDACTED]

(b) Closing Date. The closing date shall be within 90 days of the date Optionee notifies Owners either via email or a mail delivery service company (i.e. UPS, Fed Ex) as to their intent to Exercise the option or at any other date during the Option Term as may be selected by Optionee;

(c) Closing Costs. [REDACTED]

(d) Default by Optionee. Remedies of Owners. In the event Optionee, after exercise of the Option, fails to proceed with the closing of the purchase of the Property pursuant to the terms and provisions as contained herein and/or under the Contract, Owners shall be entitled to [REDACTED]

(e) Default by Owners. Remedies of Optionee. In the event Owners fail to close the sale of the Property pursuant to the terms and provisions of this Contract, Optionee shall be entitled to either sue for specific performance of the real estate purchase and sale contract or terminate such Contract and sue for money damages.

(f) Hazardous Substances. To Owners' best knowledge, there are no Hazardous Substances (as defined hereafter) on or under the Property. Owners are not aware that Hazardous Substances have been stored, handled, disposed of or released on or about any portion of the Property, except as disclosed to Optionee in writing. The term "Hazardous Substances" as used in this Contract shall include, without limitation, any substances, materials, or wastes which are or may become regulated or classified as hazardous or toxic under federal, state or local laws or regulations; any petroleum or refined petroleum product or byproduct; asbestos; any flammable explosive; or radioactive material. To the best of Owners' knowledge, there are no storage or other tanks or containers below the surface of the Property, nor have any storage or other tanks or containers ever previously been located below the surface of the Property

(g) Possession. Owners shall deliver the Property to Optionee free and clear of any Leases and parties in possession on the closing date.

(h) Warranty Deed. Owners shall execute and have notarized the transfer of title document (Warranty Deed) as required and approved by the Hardin County Clerk.

6. **RIGHT OF ENTRY.** From and after the Effective Date, Optionee or its designated agents may enter upon the Property upon reasonable prior notice to Owners to conduct, at Optionee's sole cost and expense, any inspections, tests, surveys, engineering, environmental, and/or market and economic feasibility studies, and due diligence matters related thereto, concerning the Property. Any activities of Optionee on the Property shall be conducted in such a manner so as not to cause any material damage to the Property and so as to not unreasonably interfere with the current use of the Property. In addition, Optionee shall take reasonable care and precaution to clean all vehicles and equipment to prevent the spread of noxious and invasive weeds onto the Property.

7. **MEMORANDUM OF OPTION.** Concurrently with the execution of this Contract, the Owners shall execute, acknowledge and deliver to Optionee, a fully executed and notarized 'Memorandum of Option of Contract of Sale & Purchase of Real Property' in the form attached hereto as Exhibit 'B' (the "Memorandum"), and thereafter Optionee shall cause it to be recorded in the Official Records of Hardin County, Commonwealth of Kentucky. At the earlier of the termination of this Contract Optionee shall execute, acknowledge and record in said Hardin County, a 'Release of Option Contract' which will nullify this Contract.

8. MISCELLANEOUS.

(a) Execution by Both Parties. This Contract shall not become effective and binding until fully executed by both Optionee and Owners. Concurrently with execution of this Contract, Owners and Optionee shall execute and notarize the Memorandum of Contract in the form attached as **Exhibit 'B'** hereto (the "**Memorandum**"), and Optionee shall record such Memorandum in the Office of the Hardin County Recorder's Office as promptly as reasonably possible.

(b) Notice. All notices, demands and/or consents provided for in this Contract shall be in writing and shall be delivered to the parties hereto by hand or by United States Mail or Fed Ex courier with postage pre-paid. Such notices shall be deemed to have been served on the date mailed. All such notices and communications shall be addressed to the Owners at 870 W. Park Road Elizabethtown, Kentucky 42701, and to Optionee at 3809 Juniper Trace, Suite 100, Austin, TX 78738

or at such other address as either may specify to the other in writing.

(c) Governing Law. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

(d) Successors and Assigns. This Contract shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective heirs, successors, and or assigns, to the extent as if specified at length throughout this Contract.

(e) Time. Time is of the essence of this Contract.

(f) General Provisions. This Contract contains the entire Contract between the parties relating to the transaction contemplated hereby. All prior Contracts, understandings, representations and statements, oral or written, are merged herein. This Contract may not be amended without the written consent of both parties. Both parties agree to perform in good faith, any and all further steps and actions, and shall execute and acknowledge any and all further documents, as may be reasonably necessary in order to effectuate the intents and purposes of this Contract.

(g) Assignment. Optionee shall have the rights to sell, transfer or assign (collectively, an "Assignment") this Contract or any interest therein without prior consent or Notice to Owners.

(h) Entire Contract. This Contract contains all of the terms, promises, covenants, conditions and representations made or entered into by or between Owners and Optionee and supersedes all prior discussions and Contracts whether written or oral between Owners and Optionee with respect to the Option and all other matters contained herein and constitutes the sole and entire Contract between Owners and Optionee with respect thereto. This Contract may not be modified or amended unless such amendment is set forth in writing and executed by both Owners and Optionee with the formalities hereof.

(i) Development Approval Processing. Owners acknowledges that the Optionee desires to develop a solar generation facility on the Property. Owners agree to allow Optionee to cooperate to secure such appropriate approvals and zoning for the development of the solar facility. Owners agree to assist and participate in any such approval and rezoning process at the reasonable request of the Optionee, but will not be required to bear any out of pocket cost for said approval and rezoning process.

(j) Counterparts. This Contract 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 Contract to physically form one document.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed under proper authority:

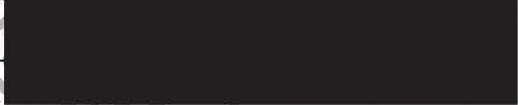
OWNERS

Diane A. Matherly Trust

BY: Diane A. Matherly, Trustee
Diane A. Matherly, Trustee

DATE: 2/17/2021

PHONE: 

EMAIL: 

Kevin Addington

DATE: _____

PHONE: _____

EMAIL: _____

Lisa Addington, spouse

Sharon Bacon

DATE: _____

PHONE: _____

EMAIL: _____

Terry Bacon, spouse

Jackie Addington

DATE: _____

PHONE: _____

EMAIL: _____

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed under proper authority:

OWNERS

Diane A. Matherly Trust

BY: _____

Diane A. Matherly, Trustee

DATE: _____

PHONE: _____

EMAIL: _____



Kevin Addington

DATE: 2/15/2021

PHONE: _____

EMAIL: _____



Lisa Addington, spouse

Sharon Bacon

DATE: _____

PHONE: _____

EMAIL: _____

Terry Bacon, spouse

Jackie Addington

DATE: _____

PHONE: _____

EMAIL: _____

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed under proper authority:

OWNERS

Diane A. Matherly Trust

BY: _____
Diane A. Matherly, Trustee

DATE: _____

PHONE: _____

EMAIL: _____

Kevin Addington

DATE: _____

PHONE: _____

EMAIL: _____

Lisa Addington, spouse

Sharon Bacon

Sharon Bacon

DATE: 2/24/2021

PHONE: _____

EMAIL: _____

Terry B Bacon

Terry Bacon, spouse

Jackie Addington

DATE: _____

PHONE: _____

EMAIL: _____

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed under proper authority:

OWNERS

Diane A. Matherly Trust

BY: _____
Diane A. Matherly, Trustee

DATE: _____

PHONE: _____

EMAIL: _____

Kevin Addington

DATE: _____

PHONE: _____

EMAIL: _____

Lisa Addington, spouse

Sharon Bacon

DATE: _____

PHONE: _____

EMAIL: _____

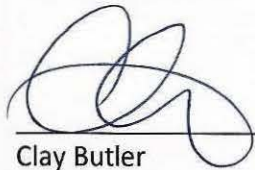
Terry Bacon, spouse

Jacqueline Addington

Jackie Addington *Jacqueline Addington*
DATE: *2-26-2021*
PHONE: _____
EMAIL: _____

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

OPTIONEE
TELESTO ENERGY PROJECT, LLC
A Texas limited liability company

By:  _____
Clay Butler
President

DATE: 2/26/21 _____

Phone: 512/992-0429

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, State of Kentucky, described as follows:
81.06 acres, more or less

PARCEL I:

Being one house and lot in the Village of Cecilia, Kentucky, situated on the East side of the I.C.R.R., and beginning at a post; thence S 50-3/4 E 182-1/5 feet to a street; thence with the street S 40-1/2 W 58 feet; thence N 51-3/4 W 177-1/5 feet; thence parallel with the I.C.R.R. Co. line N 35 E 61 feet to the beginning.

PARCEL II:

TRACT #1: Beginning at a post oak and black jack corner to Woodring in Haney's line; thence with same S 48 ½ E 39 poles to a post oak; thence S 49 E 24 poles to a stone in Bunnell's line; thence with same N. 44 E 148 ½ poles to a stone near a school house; thence N 48 ½ W 53 poles to a stone in an original line; thence with same S 34 W 79 poles to a stone in same; thence N 65 h W 40 ½ poles to a stone in Woodring's line; thence with said line S 34 W 62 poles to the beginning, containing 50 acres, more or less.

TRACT #2: Beginning at a stone, corner to Peter Thomas home tract; thence N 34 E 97-1/3 poles to a stone; thence N 69 W 22 ½ poles to a stone; thence N 29 E 47½ poles to a stone in a line of the Dick Thomas track of land; thence N 42 ½ W 38 poles to a stone in William Thomas field and corner to his land; thence S 18 ½ W 157 poles to a stone in Peter Thomas' home tract; thence with his line S 66 E 22 poles to the beginning, containing 30 ½ acres, more or less.

TRACT #3: Consisting of two tracts, one beginning at a stone; thence N 48 ½ W 53 poles to a stone; thence N 34 E 6 poles to a stone; thence S 55 ½ E 53 poles to a stone; thence S 44 E 12 ¼ poles to the beginning, and the other beginning at a stone in the original line; thence S 18 ½ W 89 poles to a stone; thence N 65 W 19 poles to a stone; thence N 36 E 10 poles to a stone; thence N 16 E 39 ¾ poles to a stone; thence N 11 E 46 poles to a stone; thence S 55 ½ E 28 poles to the beginning, both tracts containing 13-1/5 acres more or less.

BUT THERE IS EXCEPTED out of this boundary a part of the school house lot, but if said school should ever be abandoned then same is to go to the said second parties. But out of the above lands is excepted a tract of 12-1/3 acres conveyed by Peter Thomas to W.M. Alvey by deed recorded in Deed Book 25, Page 39 in the Office of the Clerk of the Hardin County Court.

Source of Title:

Diane Matherly, Sharon Bacon, Brenda Drane and Jackie Addington acquired their respective twenty five percent (25%) interest in the above-described property by the following deeds: Deed dated February 10, 1999 and recorded in Deed Book 970, Page 605; deed dated June 1, 2000 and recorded in Deed Book 972, Page 210; deed dated February 12, 2001 and recorded in Deed Book 997, Page 681; Kevin Addington Brenda Drane's twenty five percent (25%) interest by deed dated June 2, 2015 and recorded in Deed Book 1409, Page 1343, all filed and recorded in the Office of the Hardin County Court Clerk, Elizabethtown, Kentucky.

LEASE AGREEMENT

By and Between

LACEY JANE THOMAS, TRUSTEE

KENNY THOMAS IRREVOCABLE TRUST

Dated FEBRUARY 4, 2021

As Owner

and

TELESTO ENERGY PROJECT, LLC
a Texas limited liability company

As Lessee

Effective as of:
December 19, 2019

HARDIN COUNTY, KENTUCKY



COVER PAGE

LEASE AGREEMENT

Effective Date:	December 19, 2019	
Owner:	Lacey Jane Thomas, Trustee of the Kenny Thomas Irrevocable Trust dated February 4, 2021	
Lessee:	Telesto Energy Project, LLC	
Property:	Parcel No. 146-00-00-021, located in Hardin County, Kentucky, more particularly described on <u>Exhibit B</u> attached hereto.	
Development Term:	[REDACTED]	
Development Term Expiration Date:	The earlier of (1) the date that Lessee selects for the commencement of the Construction Term identified in the Construction Term Commencement Notice, or (2) the date Lessee notifies Owner that Lessee elects to terminate this Agreement pursuant to Section 2 of this Agreement.	
Development Term Rent:	[REDACTED]	
Construction Term:	The date specified in the Construction Term Commencement Notice pursuant to <u>Section 2.6</u> .	
Operation Term Commencement Date:	The date specified the Operation Term Commencement Notice pursuant to <u>Section 3.1</u> .	
Operation Term Expiration Date:	The day preceding the Thirty-fifth (35th) anniversary of the Construction Term Expiration Date pursuant to <u>Section 3.1</u> .	
Construction and 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> Lacey J. Thomas, Trustee 220 Goodman Lane Elizabethtown, KY 42701 Email: _____

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 and between Lacey Jane Thomas, Trustee of the Kenny Thomas Irrevocable Trust dated February 4, 2021 (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 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, including sub-contractors to create the communication infrastructure, 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.**



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 Acreage. 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. The exact number of acres comprising the Leased Premise shall be determined prior to the commencement of the Construction Term, based on the results of the Survey. For the purpose of calculating the Construction Operation Term Rent, the total acreage comprising the Property shall include only the Leased Premises. During the Development Term, Lessee may, at its sole cost and expense, subdivide the Property subject to prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed) of Owner. Owner agrees to cooperate with Lessee in this regard to the extent reasonably requested.

2.5 [Conservation Reserve Program. If any portion of the Property is removed from the U.S. Department of Agriculture's (USDA) Conservation Reserve Program ("CRP") due to Lessee's

installation of Solar Power Facilities on the Property, Lessee shall make payment to the USDA 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, then Lessee shall reimburse Owner for the verifiable revenues that Owner would otherwise have received from the CRP during the applicable remaining 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 making payment to the USDA. 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.]

2.6 Construction Term. The construction term (the "Construction Term") shall commence with respect to the Leased Premises") identified in a written notice delivered to Owner via FedEx, UPS or certified mail (the "**Construction Term Commencement Notice**") a minimum of 60 days prior to the commencement of the Construction Term.

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 identified in a written notice delivered to Owner in accordance with Section 19.3 (the "**Operation Term Commencement Notice**") a minimum of thirty (30) days of the commencement of the Operation Term 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**"). Lessee may upon providing ninety (90) days prior written notice to Owner, and without requiring Owner's consent, terminate this Agreement at any time prior to the 35th Anniversary of the Operation Term Commencement Date (in the event of such termination, Lessee shall comply with Section 16 of this Agreement).

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 Construction and Operation Term and any Extended Term with respect to any Property, Owner shall not (i) light any fires within fifty (50) feet of the Property or any Solar Facilities, (ii) place or store any flammable materials (other than growing agricultural crops), or allow to exist any such flammable materials within fifty (50) feet of the Property or any Solar Facilities, or (iii) construct or permit to be constructed 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, or create a hazard or risk of damage to the Solar Facilities or the use of the Property by Lessee hereunder. Lessee may, as reasonably necessary and in the sole judgment of Lessee, remove, trim, prune, top or otherwise control the growth of any tree, shrub, plant or other

vegetation (other than growing agricultural crops); dismantle, demolish, extinguish, and remove any such fire, flammable material, improvements, structures, embankments, impediments, berms, walls, fences or other objects that could obstruct, interfere with or impair, or create a hazard or risk of damage to 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. 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 9.8, 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 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 Operation 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 mineral operations. At its discretion, Lessee may seek executed waivers from each party owning or leasing a mineral interest underlying any portion of the Property the development of which might interfere with Lessee's rights under this Agreement by each such mineral owner or lessee, on terms reasonably satisfactory to Lessee. Owner will use reasonable efforts to cooperate with Lessee in such efforts.

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

5.1 **Development Term.** Lessee shall pay to Owner as Rent during the Development Term the amount set forth on the Cover Page (the "Development Term Rent"). If the Development Term ends with respect to all or any portion of the Property on any day other than the end of a Development Rent period, Development Rent paid for the portion of such period after the expiration of the Development Term for such Property shall be credited to payments due during the Operation Term for such Property. The Development Term Payments are non-refundable in the event that this Agreement is terminated.

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

5.3 **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").

6. **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 5 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.

7. **Taxes.**

7.1 Taxes Payable.

[REDACTED]

7.2 Tax Cooperation.

[REDACTED]

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

8.1 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.

8.2 Insurance.

[REDACTED]

8.3 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 8.4.

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

9.1 Owner's Authority. 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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 9.9, 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

9.9 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.

9.10 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.

9.11 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.

9.12 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.

9.13 **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.

10. **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 10 shall survive the termination or expiration of this Agreement.

11. **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 11 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 11 shall survive the termination or expiration of this Agreement.

12. **Assignment.** Subject to Section 9.8 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 13, (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.

13. **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 14, 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 13 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 13 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 13 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 13.

14. Default/Remedies.

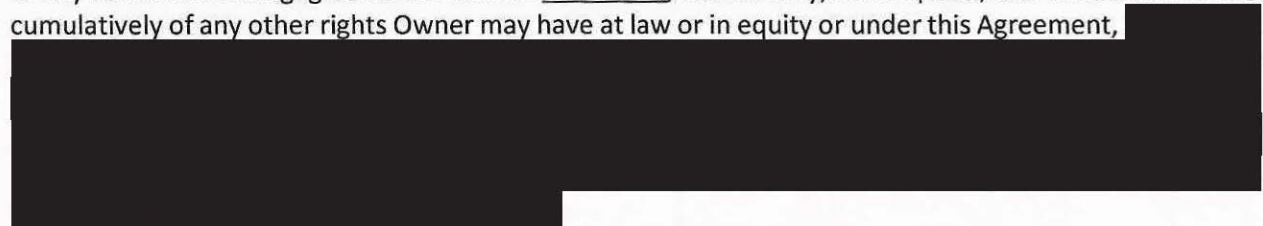
14.1 Default. Subject to the rights of Financing Parties as provided in Section 13, each of the following events shall constitute an "Event of Default" by a party and shall permit the non-defaulting party to terminate this Agreement and/or pursue all other appropriate remedies:

(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,



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.** No later than ten (10) years after the commencement of the Operation 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 Page. 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 Page 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.

SIGNATURES TO FOLLOW ON NEXT PAGES

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

Kenny Thomas Irrevocable Trust dated February 4, 2021

By: Lacey Thomas, Trustee
Lacey Jane Thomas, Trustee

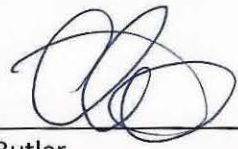
Date: 03.29.2021

[Redacted]

[Redacted]

Confidential
michael.royle@bpa.com
2021-07-13
43-0500

LESSEE
TELESTO Energy Project LLC
a Texas limited liability company

By: 
Clay Butler
President

Date: 4-2-21

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 9.12.

“Assignee” has the meaning set forth in Section 12.

“Cover Page” means the second page of this Agreement.

“CRP” has the meaning set forth in Section 2.5.

“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 5.1.

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

“Environmental Claims” has the meaning set forth in Section 11.

“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 Parties” means Lessee and its Affiliates and their employees and agents.

“Lessee Taxes” has the meaning set forth in Section 7.1.

“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 5.2 (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 5.

“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 14.

“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:

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

PARCEL 1:

175.21 acres, more or less

Beginning at a stone, corner to George Phipps; thence with his line N 41° W 196 feet to a hickory on the east side of a road N 23° W 555 feet to a stake, a corner to Mrs. O. M. Vessells; thence with her line S 30 ½° E 1133 feet to a white oak, a corner to Bernard French; thence with his line and a line of Joe Thomas S 46° E 4061 feet to a stone, Thomas corner; thence with Thomas' line S 30¼° W 2197 feet to Jacob Hayden's corner; thence with Hayden's line N 60 ½° W 1411 feet to A. B. Goodman's corner; thence with Goodman's lines N 59° E 295 feet and N 28 ½° W 1439 feet to George Phipps corner; thence with his lines N 23 ¾° E 954 feet and N 60 ¼° W 552 feet to the point of beginning containing one hundred and seventy-five and twenty—one hundredths (175 21/100) acres.

Being the same property conveyed to first parties herein by deed from J. E. Redmen, dated April 6, 1899, and recorded in Deed Book 46, page 232, in the office of the Clerk of the Hardin County Court; and being a part of the property conveyed to first parties from John and Mary Wolf, recorded in Deed Book 48, page 523, in the office of the Clerk of the Hardin County Court; and said deed having heretofore been authorized by judgment of the Hardin Circuit Court, same being Civil Action No. 2339 styled Rudolf Wolf, et al, v. Lucy Wolf, and said judgment being entered on October 23, 1958. Being the same property conveyed from Rudolf Wolf and Earl Templeman, as committee for Lucy Wolf to Francis A. Thomas (deceased) and Rita Thomas by deed dated October 26, 1958 and recorded in Deed Book 159, page 112 in the office of the Clerk of the Hardin County Court.

PARCEL 2:

12.6 acres, more or less

BEGINNING at a stake at the forks of the road; thence with the road S 70° E 546 feet to an oak, corner of Thomas; thence with Thomas S 22° W 946 feet to a stake in Goodman line; thence with Goodman line N 48 ½° W 811 feet to a stake on the road; thence with the road N 14° E 676 feet to the beginning, containing 12-6/10 acres, more or less, as per new survey by Bobbie G. Blakeman on May 13, 1971.

Being a portion of the real estate parties of the first part obtained title to by deed bearing date of April 21, 1951, from W.B. Vessels and wife, and of record in Deed Book 133, page 413, in the office of the Hardin County Court Clerk. Being the same property conveyed from George W. Phipps and Mae Phipps to Francis A. Thomas (deceased) and Rita Thomas by deed dated May 19, 1971 and recorded in Deed Book 232, page 688 in the office of the Clerk of the Hardin County Court.

PARCEL 3:

3.643 acres, more or less

Beginning at an iron pin at the intersection with the south r/w line of Ky. Hwy. # 1357 and the east r/w line of a 40 foot gravel road. thence with the south r/w line of Ky. Hwy. # 1357 North 81° 57' East 490.5 feet to an iron pin corner to Paul Peters, D. B. 379, page 258, thence with Peters South 61°, 43' East 37. 1 feet to a wood fence post, thence with Peters and Francia Thomas D.B. 232, page 688 South 37° 30' 40" West 818.5 feet to an iron pin in the east r/w line of a 40 foot gravel road, thence with said east r/w line North 3° 06' West 97.2 feet to a point, thence North 0° 07' East 361.5 feet to a point, thence North 6° 18' West 140.5 feet to the beginning and containing 3.643 acres as per survey by C. E. Pence Ky. RLS# 2032 and dated October 20, 1983 A. D.

First Parties derived their Interest by Affidavit of Descent of Ozzie M. Vessels, a/k/a O. M. Vessels recorded in Deed Book 555, page 119, in the Hardin County Court Clerk's Office. Said Ozzie M. Vessels a/k/a O. M. Vessels derived title by Deed dated March 5, 1925 from Arple French Irth, et al, recorded in Deed Book 93, page 189 of aforesaid Clerk's Office. Being the same property conveyed from Loretta Vessels, etal, to Francis A. Thomas (deceased) and Rita Thomas by deed dated November 7, 1985 and recorded in Deed Book 556, page 107 in the office of the Clerk of the Hardin County Court.

EXHIBIT C

OWNERS LIST OF KNOWN UNRECORDED LEASES/LIENS

CITY OF ELIZABETHTOWN HAS
A GAS LEASE ON SAID PROPERTY.

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

EXHIBIT D

Construction and Operating Rent



OPTION TO LEASE AGREEMENT

THIS OPTION TO LEASE AGREEMENT (this "Agreement") made as of this ^{11th} day of ~~November~~^{Decce}, 2019 (the "Effective Date"), by and between Rita Jane Thomas ("Owner") and TELESTO ENERGY PROJECT, LLC, LLC, a Texas limited liability company, its successors or assigns (the "Optionee"). Owner and Optionee may be referred to individually as "Party" or together as the "Parties."

WHEREAS, Owner is the fee simple title owner of certain real property located in HARDIN County, State of KENTUCKY more particularly described in **Exhibit 'A'** (the "Property") attached hereto and made a part hereof, and

WHEREAS, Owner desires to grant to Optionee and Optionee desires to accept from Owner an exclusive option to lease all or a portion of the Property subject to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the foregoing mutual promises of the Parties herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. **Property.** Subject to its exercise of the Option (as defined below), Optionee intends to lease all or a portion of the property from Owner for the development of a solar generation facility (the "Leased Premises") as described on **Exhibit 'A'** (the "Property"). Subject to the terms and conditions hereof, Optionee intends to lease the Leased Premises for solar energy generation and transmission purposes (the "Project"). Owner shall grant such easements or other rights necessary for the successful completion of the Project, across, over, under or through that portion of the Property not leased by Optionee.

2. **Option.** Subject to the terms and conditions set forth herein, Owner hereby grants to Optionee the exclusive right and option (the "Option") to enter into a lease agreement (the "Lease") for all or a portion of the Property. If successfully negotiated, the Lease shall incorporate the primary terms set forth in the term sheet in **Exhibit 'B'** attached hereto and incorporated herein, but subject to revision by the Parties. During the Option Period (as defined in Paragraph 4 below), Owner shall not grant an option or options for the sale, lease or development of any portion of the Property that would interfere with the operation of a solar generation facility to any parties not the Optionee or its successors or assigns. Notwithstanding, Owner may lease the Property to third parties for agriculture, timber and cattle purposes during the Option Period so long as the leases are terminable by thirty days' written notice.

3. **Option Payments.**



4. Option Period.

5. Notice of Option Cancellation. Optionee is allowed to terminate this Agreement by providing written notice to Owner (the "Cancellation Notice"). Upon termination of this Agreement, obligations of the Owner and the Optionee hereunder shall become null and void.

6. Notice of Intention to Exercise Option. The Option may be exercised by Optionee during the Option Period by providing written notice to Owner (the "Notice of Exercise of Option"). In the event the Notice of Exercise of Option is provided, both Parties agree to promptly begin negotiation of the Lease in good faith in accordance with those terms set forth in Exhibit 'B'.

7. Closing Costs.

8. Right of Entry. From and after the Effective Date, Optionee or its designated agents may enter upon the Property upon reasonable prior notice to Owner to conduct, at Optionee's sole cost and expense, any inspections, tests, surveys, engineering, installation of a meteorological tower station for the collection of weather data, environmental, and/or market and economic feasibility studies, and due diligence matters related thereto, concerning the Property. Any activities of Optionee on the Property shall be conducted in such a manner so as to not cause any material damage to the Property and so as to not unreasonably interfere with the current use of the Property. In addition, Optionee shall take reasonable care and precaution to clean all vehicles and equipment so as to prevent the spread of noxious and invasive weeds onto the Property.

9. Development Approval Processing. Owner acknowledges that the Optionee desires to develop a solar generation facility on the Property. Owner agrees to allow Optionee to secure such appropriate approvals and zoning for the development of the solar facility. Owner agrees to assist and participate in any such approval and rezoning process at the reasonable request of the Optionee, but will not be required to bear any out of pocket cost for said approval and rezoning process.

10. Successors and Assigns. This Agreement, and the rights and obligations of the parties hereto, shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, executors, administrators and assigns.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which when taken together shall constitute but one and the same original.

12. Assignment. Optionee shall not sell, transfer or assign (collectively, an "Assignment") this Agreement or any interest therein, without providing at least seven (7) days written prior Notice to Owner.

13. Memorandum of Option. Concurrently with the execution of this Agreement, the Owner shall execute, acknowledge and deliver to Optionee, a fully executed and notarized Memorandum of Option in the form attached hereto (the "Memorandum of Option"), and thereafter

Optionee shall cause it to be recorded in the Official Records of Hardin County, KY. At the earlier of the termination of this Agreement or the execution and delivery of the Lease, Optionee shall execute, acknowledge and have recorded in said County Clerk's Office, a 'Release of Option Agreement' that will terminate the Memorandum of Option of record.

14. General Provisions. This Agreement contains the entire agreement between the parties relating to the transaction contemplated hereby. All prior agreements, understandings, representations and statements, oral or written, are merged herein. This Agreement may not be amended without the written consent of both parties. Both parties agree to perform in good faith, any and all further steps and actions, and shall execute and acknowledge any and all further documents, as may be reasonably necessary in order to effectuate the intents and purposes of this Agreement.

[Signatures on following page]

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

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

OWNER

By: Rita Jane Thomas
RITA JANE THOMAS

DATE 11/24/19

Address:
256 GOODMAN LN
ELIZABETHTOWN, KY 42701



OPTIONEE

TELESTO Energy Project, LLC
a Texas limited liability company

By: Clay Butler
Clay Butler, President

DATE 12/11/19

Address:
3809 Juniper Trace, Ste 100
Austin, Texas 78738

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

EXHIBIT 'A'

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

PARCEL 1:

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3.643 acres, more or less

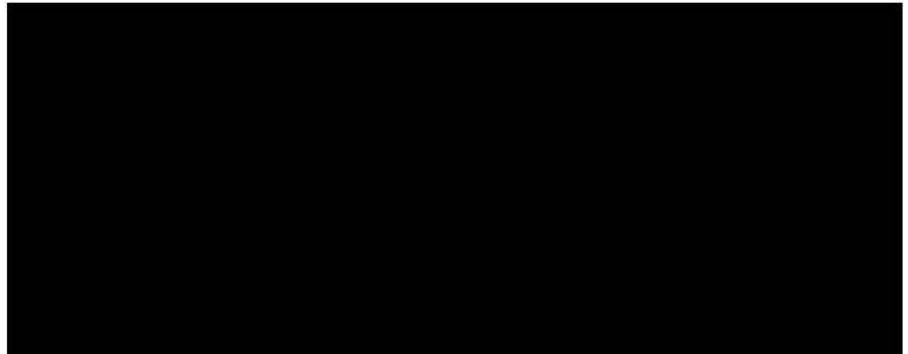
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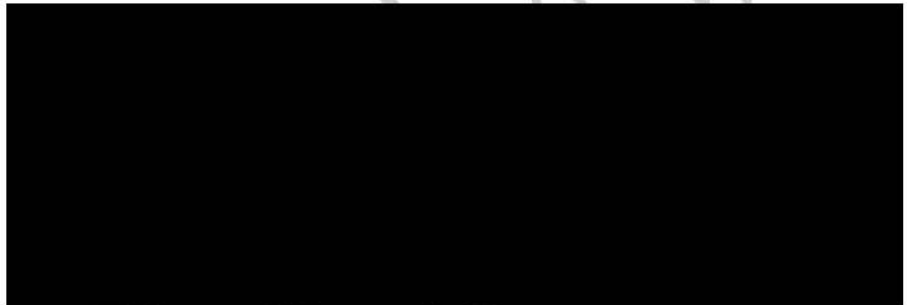
EXHIBIT 'B'

TERM SHEET

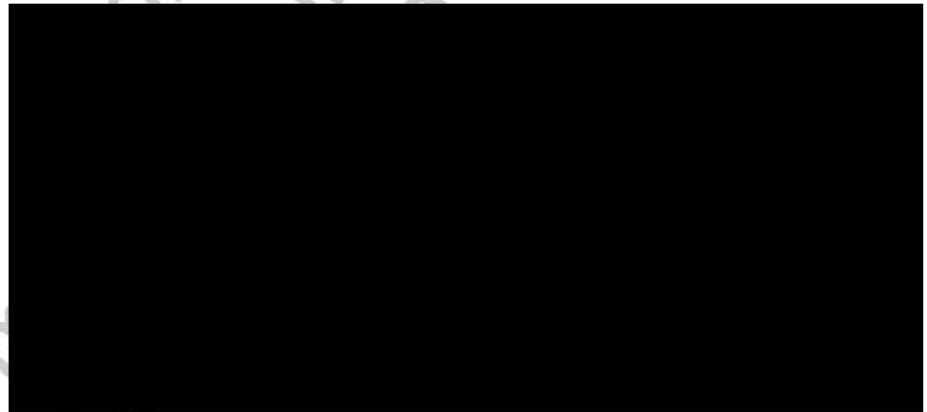
Development Term:



**Construction and
Operation Term:**



**Cooperation with
Permitting:**



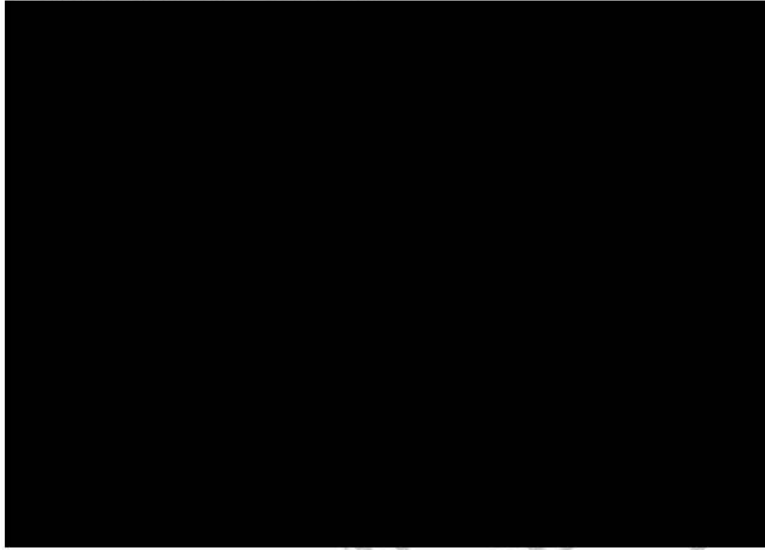
**Development Term
Lease Payments:**



Taxes:



Construction and Operation Term Lease Payments:



**Right to extend
Construction and
Operation Term:**

Lessee shall have the right to extend the Construction and Operation Term on three occasions, each by a period of five years, by providing written notice to the Owner no less than 180 days prior to the expiration of the Construction and Operation Term.

Assignment/Sale:

Lessee shall have the right to assign its rights and obligations under the Lease Agreement to any Lessee affiliate, and to any party providing financing, and to qualified assignees whose net worth equals or exceeds that of the Lessee and who have experience operating or owning utility scale solar power generation projects without Owner's consent.

**Right of First
Refusal:**

Throughout the entire lease term, Lessee shall have a Right of First Refusal to acquire the Property, in the event Owner elects to sell the Property to unaffiliated third parties.

Decommissioning:

No later than three (3) years prior to the earlier of the expiration of the Construction and Operation Term or the term under any applicable power purchase agreement, 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 cost to restore the property to its original condition as determined by an independent contractor; 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 restoration costs over the amount of the financial assurance provided to such governmental agency.

Confidentiality:

The contents of this term sheet will be confidential and neither party will disclose or permit the disclosure of any information regarding this term sheet except as required by law or in connection with Lessee's efforts to obtain a power purchase agreement, interconnection agreement or entitlements for the project Lessee is contemplating developing on the Property, and provided that Lessee and the Owner may disclose such contents to their respective, as applicable, board of directors, and necessary officers, employees, agents, representatives and advisers and prospective purchasers and lenders and their respective boards of directors and necessary officers, employees, agents, representatives and advisers upon the condition that such parties hold such contents in confidence.

Confidential
michael.reiley@bp.com
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